

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday May 11, 2009, 7:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of April 27, 2009 MOTION Pg. 7,14-19
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7,2-6
 - 6B. Monthly [Police](#), [DPW](#), [Check Ledger](#) Pg. 20,32,38
 - 6C. Sample Fire Cost Recovery Ordinances Pg. 44-89
 - 6D. **2009-2010 Proposed FY Budget (Agenda Item) DISK
 - 6E. Veterans Committee Request, Use City Property (Agenda Item) Pg. 90
 - 6F. Ordinance #399, #400, Proposed Zoning Map (Agenda Item) Pg. 91-135
 - 6G. T-Mobile Request, Rent Reduction (Agenda Item) Pg. 136-146
 - 6H. Delinquent Water, Sewer, Sidewalks & Weeds (Agenda Item) Pg. 147-152
 - 6I. 2009-2010 MML Invoice, Workers Comp Insurance (Agenda Item) Pg. 153-155
 - 6J. County MPO Report, Senior Services Pg. 156-198
 - 6K. MDOT Notice, Park & Ride Pg. 199
 - 6L. Legislative Updates, Revenue Sharing Pg. 200-218
 - 6M. Comcast Correspondence Pg. 219-225
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Public Hearing, 2009-2010 Proposed Budget PUB HRNG. CD DISK
 - 8B-J. Hometown Days Permits RESO. Pg. 8-12,90
 - 8K. Adopt ORD. #399, Prohibit Certain Animals RESO. Pg. 12,91-135
 - 8L. Adopt ORD. #400, Zoning Code Amendments RESO. Pg. 12,91-135
 - 8M. T-Mobile Request, Rent Reduction RESO. Pg. 13,136-146
 - 8N. Special Assessments, Delinquent Water-Sewer-Sidewalks-Weeds RESO. Pg. 13,147-152
 - 8O. Appropriation, 09-10 MML Workers Comp Policy Renewal RESO. Pg. 13,153-155
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:** MOTION N/A

*** Due to Size, Provided as Separate File on CD Disk*

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday May 11, 2009 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 08-May-2009

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **2009-2010 FISCAL BUDGET** (*Status*)

Schedule:

April 13 th :	Present Draft, Discussion, Set Public Hearing
May 11 th :	Public Hearing, Discussion
Special Meeting:	If Desired By Council
May 26 th :	Adopt Budget
June 8 th :	Truth in Taxation Hearing, Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 22 nd :	Buffer Date, If Needed
June 30 th :	Fiscal Year End

A public Hearing has been scheduled for tonight's meeting.

✓ **FEES, RATES & SERVICE CHARGES** (*Status*)

As you are aware, we have two water rate increases and a sewer rate increase, passed along from the County over the last two years. We have absorbed these increases by scaling back, but cannot continue. We need to go to a ready to serve charge with a commodity purchase charge. Sewer will be charged based on water consumption. As we have discussed at past meetings, we have some models that can be very easily implemented. There is still a couple of loose ends, being irrigation systems and outside isolated faucets, as they pertain to separate meters. We are working to resolve this now. I have a tentative August date in mind for the billing system switch and implementation of the new rates. We will probably have a draft ordinance in June.

✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)

Pending.

✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)

We should be back before the Council for discussion on this in the near future.

✓ **VETERANS MEMORIAL** (*Status*)

As a note, the Veterans Park Committee has requested the use of the house the City owns at Morrish and Fortino to hold an auction during the Hometown Days Festival. The request is included with the HTD Permits.

✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** *(Status)*

The Raubinger Bridge Project has a tentative start date of July 2009.

✓ **OVERHEAD UTILITY REORGANIZATION PROJECT, VERIZON INVOICE** *(Status)*

As we discussed, the utility companies have lobbied the passing of a number of pieces of legislation that have stripped us of virtually all control of our rights of way. In regards to the aesthetics, we have little power other than to pay for changes. The next step is to get a contractor's quote for the second round of the technical review of the poles. From here, we may have some power by filing complaints on the safety issues. REI is getting a quote together from their survey division and should be back with it shortly. My thinking is to narrow down the inventory to the downtown, Miller & Elms and Bristol Road. This will hold the cost down and we can always go back and pick up additional sections of the City. Regarding the invoice we sent to Verizon, we have someone's attention here. I have sent data that was requested by Verizon under FOIA. I will keep the Council informed.

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

2010-2013 T.I.P. APPLICATION *(Status)*

Pending.

MILLER & I-69 REPAIRS *(Status)*

Out to bid.

TRAIL SYSTEM, PHASE I ELMS ROAD – PARK ENHANCEMENTS *(Status)*

Lang Construction of 8065 Sunset, Flint is the contractor for this project. Cost as follows:

Construction	\$ 14,450
Design Engineering	\$ 2,840
Consumer's Lighting	\$ 21,238
Project Total:	\$ 38,528
Less C.D.B.G. Funds	-\$ 32,021
<i>City Match:</i>	<i>\$ 6,507</i>

This work is underway with completion by the end of April.

MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S *(Status)*

We have asked the County TAC-MPO to transfer the Federal Aid grant (\$368,000) over to 2010, which would also move the project to next summer. We are working with the County Road Commission to resolve the disagreements in design. We may need to update the traffic study done in 2006 before we can settle the design disputes. I'll keep the Council posted on progress.

MORRISH ROAD SOUTH CONSTRUCTION PROJECT *(Status)*

Design has been completed and the project is into MDOT for Grade Inspection.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

2008 REPAIR ROSTER *(Status)*

Pending a decision as to how we wish to proceed. The bottom line is, we can repair a single block, or preserve a handful of streets from deteriorating to complete re-constructs.

✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** *(Status)*

Phase II was approved on October 13th and field evaluation work is complete. We are currently assembling a price list. As you recall, we have a cap on this phase of \$220k. We'll be back with the results at the next meeting.

- ✓ **FIRE DEPARTMENT EVALUATION, CONTRACT RENEWAL, BUDGET** (*Status*)
Mr. Figura is working on the final draft. Included with tonight's packet are a handful of cost recovery ordinances forwarded by the Fire Chief. I'm not looking for any action tonight on this subject, nor have I discussed this particular topic with the Township. I will be meeting with Mr. Beatty as soon as I have a final draft of the contract back from Mr. Figura. I will look to discuss this when we finalize the agreement. In the meantime, the Council needs to be thinking towards how we wish to proceed.
- ✓ **WWS INTERGOVERNMENTAL JURISDICTION SEWER ORDINANCE** (*Status*)
WWS has some changes they desire in our draft. In my opinion, they are related more to form. Discussion between the City Attorney's office and the attorney for WWS are in progress. We are on opposite ends of the spectrum on the IJA (Inter Jurisdictional Agreement). The County's position is that under Act 342 (in which the WWS Consortium is set up under), we have to sign it. Mine, supported by Mr. Figura's is we do not. If Act 342 gives them the power to do what they need to do to operate such a system, then why do we need an agreement? As of yet, we have not set a public hearing. We will do so after the text issues with the ordinance are settled.
- ✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** (*Status*)
Pending site plan approval.
- ✓ **LABOR CONTRACTS & RETIREE HEALTHCARE** (*Status*)
Mr. Kehoe still needs a basic employment agreement and the Supervisors', AFSCME and POLC Agreements are open for full negotiations. Additionally, my contract needs an evaluation. As we discussed with the presentation of the Budget, I am seeking wage freezes on all our labor contracts. I will be back in the near future with a progress report on negotiations.
- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
Patiently waiting for an open door.
- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** (*Status*)
Pending.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
Pending.
- ✓ **WWS, STORM WATER MANAGEMENT AGREEMENT** (*Status*)
We are still looking at this.
- ✓ **2009 MASTER PLAN & ZONING CODE REVIEW, ORD. #399 & #400** (*Resolutions*)
The City's Master Plan was last updated in 2004. Since these plans need to be revisited every five years or so, the City will need to update its Master Plan sometime during the next calendar year. Since the last plan was adopted, there has not been significant change to the circumstances or assumptions that were used in the framing of that plan. As such, Mr. Zettel expects that only a general review and acceptance will be in order, resulting in little substantial change to the 2004 Master Plan. Expect this to show up in the form of a workshop in later this summer. At the April 7th Planning Commission Meeting, some changes to the zoning code were recommended. They are incorporated into two ordinances and are scheduled for action at tonight's meeting. One is a new ordinance that addresses the keeping of certain animals and the second is changes to a

handful of areas, inclusive of signs and re-zoning requests. Adam will be present to discuss the changes.

- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)
Pending.
- ✓ **NEIGHBORHOOD STABILIZATION PROGRAM** (*Status*)
Watching.
- ✓ **MDOT PARK & RIDE** (*Status*)
Pending execution of the MDOT Agreement passed on April 13th.
- ✓ **COMCAST SENIOR DISCOUNT** (*Status*)
Included with tonight's packet is a third party letter of inquiry from a U.S. District Court Judge in the Eastern District of Michigan. The letter addresses a complaint from a City resident that is the subject of litigation between Comcast and several Detroit area communities. The issue of PEG Channels is the subject of a subsequent injunctive order. The Sr. Discount is not the primary topic, but it is related. We do not exercise our franchise authority to use these channels, but the Sr. Discount issue may be a short step to involvement in this litigation. For the time being, I am not going to pursue anything further on this matter. I will continue to watch it and advise the Council of any new developments.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **HOMETOWN DAYS PERMITS** (*Resolution*)
The annual festival is scheduled to be held between Thursday May 28th and Sunday May 31st. Generally speaking, permits will be needed for a period between Wednesday May 27th and Monday June 1st. The various permits are better defined within the resolutions.
- ✓ **T-MOBILE RENT REDUCTION REQUEST** (*Resolution*)
T-Mobile has requested a rent reduction for their tower located at the Public Safety Building. The offer is \$800 per month (It's now \$1,000) with 5 year renewal terms and an accelerator of 5% (lease agreement is 10%) with a guaranteed 10 year minimum termination waiver. Alternatively, the offer allows for a 15 year buy-out of \$84,225. We get these regularly from an assortment of companies, either the provider or a third party re-assignment for a lump sum. Of all our cell towers, this is probably the least desirable, based on its location. So far, none of the others have gone away, despite some of the carriers being quite persistent that they will unless a reduction is granted. Administratively, we believe that the chances are unlikely that the towers would be terminated. I recommend we deny the request.
- ✓ **ASSESSMENTS, DEL WATER, SEWER, SIDEWALKS & WEEDS** (*Resolution*)
We are preparing the summer real property tax roll. Every year we assess the delinquent water, sewer, weed cutting and sidewalks. Attached is a static list of delinquents. We may get additional payments before the actual finalization of the roll that may affect the final numbers. A resolution is included with tonight's agenda that allows the assessments.

- ✓ **APPROPRIATION, 2009-2010 WORKERS COMP INSURANCE** (*Resolution*)
Included with tonight's packet is an invoice for our annual workers compensation insurance policy renewal. The estimated premium for this fiscal year is \$21,299... down a bit from last year. I have a resolution for payment included with tonight's agenda.
- ✓ **FARMERS MARKET** (*Information*)
Underway. Attendance at the first market (May 3rd) was good. I'll keep the Council posted on progress.
- ✓ **DIS-STATE OF THE STATE** (*Information*)
Lots of data included with tonight's packet on the backroom actions of the state this past week. It appears as if they have bounced us for more than \$19,000 in revenue sharing. In review, this looks like a carefully choreographed event, in that it was planned for some time. The speed at which the house and senate appropriations committees approved the governor's executive order (18 hours from release to approval and press conference) is remarkable. As you recall, Senator Gleason attended the January 12th Council Meeting and strongly stated his position that he would fight any reductions in revenue sharing. I'm sure his position today is to blame it on the governor. Bottom line here... there is no fix for the problems in Lansing, short of a radical overhaul of the state's constitution. Recent evaluations from several reliable business publications indicate that many areas of the country will bottom out and then survive this economic depression (Florida, California, Nevada, Arizona). One thing they all seem to agree on is that Michigan will not. The state took the vast majority of the Federal Stimulus money to shore up their budget and here they are posting a deficit in excess of one billion dollars half way through their fiscal year. We can expect to lose every dime of the statutory revenue sharing funds in the near future. We should also expect that the state will figure out a way to tap the constitutional funds as well. We can also expect another irresponsible move later this summer, being that the state will trade off real property tax reductions and caps in exchange for tax increases that route back to them. In January 2006, at the State of the State Address, the Governor proclaimed that in five years, we would be blown away. I for one am there in three. I'll keep you posted.

Council Questions, Inquiries, Requests and Comments

- *C.S.O. Plaques, Lobby.* I am looking at options.
- *Real Property Tax Complaint.* Mr. Gilbert addressed the Council regarding an error in his taxable value assessments. He had attended the Tax Board of Review and his claim was denied. I spent a fair amount of time looking into this and discovered that he is probably right. In his address to the BOR, it appears as if he was unable to properly explain what happened, probably because he was unsure himself. I've turned it over to the assessor's office and she is due to meet with him this week.
- *Paperless, Credit, ACH, On-Line Utility & Tax Payments.* I am still looking at this and will be back in the near future for some discussion.
- *Mast Arm Traffic Lights, Street Sign Anchors (Silver vs. Black).* The sign bands have been ordered and should be replaced shortly. The bands that support the cross walk lights may be a bit more challenging to find. We'll take a peek at them when we get the street ones switched out.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday May 11, 2009 7:00 P.M.

Resolution No. 090511-4A **MINUTES, APRIL 27, 2009**

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held April 27, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-5A **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 May 11, 2009 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-6A **CITY MANAGER'S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of May 11, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-8B-8J HOMETOWN DAYS PERMITS, MASTER RESOLUTION

Motion by Councilmember: _____

I Move the City of Swartz Creek approve Resolutions 090511-8B through 090511-8J, allowing for the various permits relative to the annual Swartz Creek Hometown Days events, to be held beginning Wednesday May 27, 2009, and concluding on Monday June 1, 2009, inclusive of all stipulations and conditions as specified and listed within.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-8B HOMETOWN DAYS, STREET CARNIVAL, GENERAL STREET & PROPERTY USE PERMITS

I Move the City of Swartz Creek approve and authorize the Swartz Creek Hometown Days Committees' application for street closing and City property use permits for the following locations:

- A. Morrish between Miller and Ingalls-Wade, Carnival Midway.
- B. Holland between Miller and Ingalls, Vendor – Carnival.
- C. City Lot located at the southwest corner of Miller and Morrish, Carnival – Midway.
- D. Ingalls at Holland and Park Land located to the North and Northwest of the intersection of Morrish and Ingalls, Carnival & Midway.
- E. City owned property located along the North side of Fortino, West of South Morrish Road, Car Show and Radio D.J., general parking.
- F. City owned property and residential dwelling, 4438 South Morrish Road.
- G. City owned property, 4505 Fortino.
- H. Fire Hall

Street and City property use, unless otherwise indicated, begins Wednesday, May 27, 2009 at 9:00 a.m. until Monday June 1, 2009 at 9:00 A.M., for the purpose of, and authorization to conduct a carnival, vendor/display area, car show and or other similar events under the following stipulations:

- 1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
- 2. Written permission from deed holders of any private properties to be used and appropriate insurance certificates naming such parties as additional insured.

3. Sufficient number of portable bathrooms placed and located, and liter control program in accordance and under the approval of Director of Community Services.
4. General approval of the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

Resolution No. 090511-8C HOMETOWN DAYS, AMPLIFIED CONCERT MUSIC PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to conduct an outdoor concert to be held at the outdoor football stadium of the Swartz Creek High School on Friday, May 29, 2009 between 4:30 p.m. and 10:00 p.m., under the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Written authorization from the School District Superintendent along with acceptable insurance certificates naming the School District as an additional insured, minimum amount not less than \$1,000,000 (One Million Dollars)
3. General approval of the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.
4. Music to end no later than 10:00 p.m.

Resolution No. 090511-8D HOMETOWN DAYS, STREET USAGE PERMIT, MOTOR AND PEDESTRIAN PARADE

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committees' application for street closing / usage permit for Saturday, May 30, 2009 from 11:00 a.m. until 1:30 p.m. for purposes of conducting a parade, streets used to be Fairchild Street, Miller Rd, and Frederick St under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. No candy or other objects be thrown or handed from, to or at any vehicle, trailer, float, or similar, and further, that the Hometown Days Committee establish and maintain a list of all participants and/or entries in the parade that identifies a contact person, such contact to be informed by the Hometown Days Committee of the stipulation and motor vehicle code enforcement actions for violations thereof.
3. General approval, and under the direction and control of the Office of the Chief of Police.

Resolution No. 090511-8E

HOMETOWN DAYS PERMIT, AERIAL FIREWORKS DISPLAY

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee's application for one fireworks aerial display to be held on Friday, May 29, 2009, at or shortly after dusk, with a cancellation date of Saturday, May 30, 2009, at or shortly after dusk, to be launched from properties directly west of the Swartz Creek Middle School Building, said properties owned by the Swartz Creek School District and Mr. Scott Hoover, under the following stipulations and conditions:

1. Insurance certificate naming the City as insured in an amount to be determined adequate by the City Manager.
2. Written permission from the aforementioned parcel owners along with acceptable insurance certificates naming said parcel owners as additional insured parties, in an amount to be determined adequate by the City Manager.
3. Traffic Control Plan and administration by the Offices of Chief of Police and Director of Community Services.
4. Detailed Plan submitted to and approved by the Fire Chief.
5. All decisions concerning the event and cancellation thereof, if needed, under the direction and control of the Fire Chief.

Resolution No. 090511-8F

HOMETOWN DAYS PERMIT, OPERATE BEER TENT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to operate a beer tent for the sale of beer and wine on the premises, along with live entertainment, to be held on Parcel No. 58-02-200-014, owned by Scott Kincaid and located 5086 Morrish Road, south of Wade Street, beginning Thursday, May 28, 2009 until Sunday, May 31, 2009, under the following stipulations:

1. Michigan Liquor Control Commission Approved Application with appropriate insurance in accordance with the rules of the L.C.C. and naming the City and all other property owners as additional insured parties, in an amount not less than \$1,000,000 (One Million Dollars).
2. Portable bathrooms appropriately located and litter control program in accordance and under the approval of Director of Community Services.
3. Traffic control and pedestrian safety plan in accordance with and under the approval of Office of Chief of Police.
4. Adherence to all L.C.C. stipulations and regulations, state and local laws.
5. No music after 11:00 p.m. Thursday, May 28, 2009 and 1:00 a.m. Friday, May 29, 2009 (Saturday Morning), and Saturday May 30, 2009 (Sunday morning).
6. A Christian Concert, without alcohol sales, will be permitted within the tent on Sunday, May 31, 2009 between 5:00 PM and 9:30 PM.
7. Adequate security as approved by the Chief of Police.
8. Adherence to and under the direction of control from the Office of the Chief of Police.

Resolution No. 090511-8G

HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons as a part of a military concert and ceremonial military honor guard, to be held at the Swartz Creek High School’s outdoor football stadium, on Friday, May 29, 2009, at approximately 9:00 p.m., in conjunction with a concert and aerial fireworks display, with a backup rain date of Saturday, May 30, 2009 at approximately 9:00 p.m. under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

Resolution No. 090511-8H

HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons in conjunction with a Parade and as a ceremonial military honor guard, to be held along Miller Road on Saturday, May 30, 2009, at approximately 12:00 noon, under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

Resolution No. 090511-8I

USE OF CITY OWNED PROPERTY, 4438 MORRISH, VETERANS PARK COMMITTEE

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the use of a City owned residential dwelling and surrounding yard located at 4438 Morrish by the Swartz Creek Veterans Memorial Park Committee, to be used for a benefit auction, to be held on Saturday May 30, 2009 from 2:00 p.m. to 5:00 p.m.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-8J

AMPLIFIED OUTDOOR MUSIC, FEATHER & FINN

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the use of an outdoor music / DJ amplification system at Feather & Finn Ice Cream, 7543 Miller Road, in conjunction with the Swartz Creek Hometown Days Festival, permit for Saturday, May 30, 2009 from 2:00 p.m. until 10:00 p.m. only.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-8K

ADOPT ORDINANCE #399, RIGHT TO FARM, PROHIBIT CERTAIN ANIMALS

Motion by Councilmember: _____

I Move the City of Swartz Creek adopt Ordinance #399, an ordinance to amend section 3-1 of the Code of Ordinances of the City of Swartz Creek, to recognize that certain activities are protected under the Michigan Right to Farm Act and to regulate and prohibit other activities, a copy of which is attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-8L

ADOPT ORDINANCE #400, AMENDMENTS TO THE CITY'S ZONING CODE

Motion by Councilmember: _____

I Move the City of Swartz Creek adopt Ordinance #400, an ordinance to amend the Zoning Ordinance of the City of Swartz Creek to bring said ordinance into compliance with the Michigan Zoning Enabling Act, Act 110 of the Public Acts of 2006, as amended; to amend the regulations regarding accessory buildings and structures, fences and hedges, flag poles, mechanical equipment and utilities; to amend the regulations regarding signs; to amend the regulations regarding site plan review; and to amend the City's Official Zoning Map, a copy of which is attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-8M T-MOBILE TOWER, RENT REDUCTION REQUEST

Motion by Councilmember: _____

I Move the City of Swartz Creek approve, in concept, the request of T-Mobile for a reduction of rent as described within their correspondence dated April 22, 2009, and further, direct the City Manager to prepare an addendum to the lease agreement between the City and T-Mobile and bring the same back to the City Council for approval.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-8N ASSESSMENT, DELINQUENT WATER, SEWER, SIDEWALKS & WEEDS

Motion by Councilmember: _____

I Move the City of Swartz Creek direct the Treasurer to prepare an audit of all outstanding debts owed to the City for delinquent water, sewer, mowing & sidewalk repairs, and further, to cause such debts to be assessed against the property owner of record, in accordance with City Ordinance and state statute, said debts to be placed against the summer 2009 tax collection roll.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090511-8O 2009-2010 ANNUAL MML WORKERS COMP POLICY RENEWAL

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the renewal of the City's Workers Compensation Insurance Policy, number 5000860-00, with the Michigan Municipal League, Meadowbrook Insurance Company, and further, appropriate \$21,299 for payment of premiums for July 1, 2009 through June 30, 2010, funds to be taken from 101, 590, 591, and 661, in accordance with the cost distribution schedule as apportioned by fund by the Michigan Municipal League and Meadowbrook Insurance Company.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday April 27, 2009 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 04/27/2009

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/Finance Director Mary Jo Clark, City Attorney Mike Gildner,

Others Present: Tommy Butler, Bob Plumb, Boots Abrams, Sharon Klein, Cyndee Marsh, Amy Danks, Amy Lovely, Katie Douglas, Rebecca Douglas, Jessica Douglas, Lauren Lawrence, West Family, Joni Ward, John Gilbert, Ivan Smith, Jim Florence.

Mayor Abrams and Councilmember Shumaker presented Proclamations to several organizations for their donations of flags to the Veteran's Memorial.

APPROVAL OF MINUTES

Resolution No. 090427-01

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hicks

I Move the Swartz Creek City Council hereby approve the Minutes for the Regular Council Meeting, held April 13, 2009, as presented, 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. 090427-02

(Carried)

Motion by Councilmember Krueger

Second by Councilmember Hicks

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of April 27, 2009 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. 090427-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Krueger

I Move the Swartz Creek City Council approve the City Manager's Report of April 27, 2009, to be circulated and placed on file.

Discussion Took Place.

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:

Ivan Smith, 3413 Sherwood, the librarian for the Perkins Library, wanted to alert the City Council about the formation of the "Friends of the Library" group at Perkins Library. Mr. Smith stated that the purpose of the group is to promote the library, provide volunteer opportunities and engage in fundraising activities.

COUNCIL BUSINESS:

Street Use Permit, Swartz Creek Cross Country & River-Bend Striders

Resolution No. 090427-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the application for a street usage permit to conduct a 5 kilometer foot road race on Thursday, May 28, 2009, 6:00 PM – 7:30 PM, applicant: the River-Bend Striders - Swartz Creek Cross Country Team, Mr. Ron Wiens, race to be held in Winchester Village Subdivision, in accordance with the application submitted, under the direction and control of the Chief of Police.

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

Adopt City Policy, Red Flag Identity Theft

Resolution No. 090427-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

WHEREAS, over the past ten years, the crime of identity theft has exploded and is now the fastest growing crime in the United States; and

WHEREAS, the Federal Trade Commission (FTC) has adopted “Red Flag Rules” which require “Creditors” with “covered accounts” to develop, adopt and implement a written identity theft program “to detect, prevent and mitigate identity theft in connection with the opening of a covered account or any existing covered account.” ; and

WHEREAS, the federal Fair and Accurate Credit Transactions Act of 2003 (FACTA) defines “creditor” as “any person who regularly extends, renews, or continues credit [or] who regularly arranges for the extension, renewal or continuation of credit”; and

WHEREAS, the FTC clarified that a “creditor” includes “lenders such as ...utility companies” and indicated that non-profit and governmental entities that defer payments for goods and services should be considered “creditors” for purposes of FACTA; and

WHEREAS a “covered account” is defined as “an account that a ...creditor offers or maintains, primarily for personal, family or household purposes, that involves or is designed to permit multiple payments or transactions, such as a ...utility account...and any other account for which there is a foreseeable risk of identity theft”; and

WHEREAS, the FTC believes that municipal utilities are “creditors” for purposes of FACTA and therefore must comply with the Red Flag Rules to the extent that the municipalities defer payments for goods and services; and

WHEREAS, the Identity Theft Prevention Program must be approved and implemented by May 1st, 2009

NOW THEREFORE BE IT RESOLVED, that the Swartz Creek City Council does hereby approve the City of Swartz Creek Official Policy & Procedure Identity Theft Prevention Program, a copy of which is attached hereto

Discussion Took Place.

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

Appropriation, Dot Net Accounting Software

Motion by Councilmember Hurt
Second by Councilmember Hicks

WHEREAS, on January 14, 2008, the City appropriated the purchase of business tracking and accounting software manufactured by BS&A, resolution as follows:

Appropriation, Purchase Accounting Software

Resolution No. 080114-08

(Carried)

*Motion by Mayor Pro-Tem Christie
Second by Councilmember Hicks*

WHEREAS, the City of Swartz Creek relies on electronic technology for the tracking of its business transactions including, but not limited to; general ledger, accounts payable, accounts receivable, cash receipts, tax collection, payroll, parcel assessments, parcel ownership and utility billings; and

WHEREAS, the City currently uses several types of software for its accounting transactions which is inefficient and subject to errors; and

WHEREAS, the City's staff has studied the accounting practices several years and determined that a single software vendor would reduce labor costs and error potential by presenting an environment wherein different financial divisions could communicate to a single general ledger system; and

WHEREAS, the City has changed to BS&A Software for some of its software programs needed to communicate with Genesee County Agencies, being Tax and Assessing modules for the County's Equalization Department, resulting in seamless data communication and transfer; and

WHEREAS, the City Staff has determined through use experience, interviews with full package users, classes and demonstrations that the BS&A full version package is well suited for municipalities such as the City of Swartz Creek and a large number of Cities and Townships in the state currently use the package with excellent results and reviews, and further, recommends the purchase of the full version package; and

WHEREAS, Section 2-402 (a),(2),a,2, of the City's Purchasing policy requires competitive sealed bids for purchases that exceed \$5,000, excepting deviations under the following conditions:

"The city council may, at the request of the city manager, authorize the city manager to negotiate a contract for the purchase of any product, material or service with a provider of such product, material or service without regard to the requirements of this section relative to purchases where the city council finds:

- i. Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature; and*
- ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids.*

WHEREAS, the City Manager recommends a single source contract with BS&A for the purchase of the full version of accounting software as this is a specialty software with few vendors and a true competitive bid would be difficult, and further, the economic interests

of the City would best be served by the purchase of BS&A package, minus the modules the City already owns.

NOW THEREFORE, I move the City of Swartz Creek approve the purchase of BS&A Municipal accounting software package, in an amount not to exceed \$45,230, in accordance with the attached contract, and direct the City Manager to begin the transition process to be effective with the 2008-2009 Fiscal Year, and further, direct the Finance Director to make the necessary budget adjustments and fund apportionment with approximately half the cost to be appropriated in the current fiscal year and the other half payable in the 2008-2009 fiscal year.

Discussion took place.

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

NO: None. Motion Declared Carried.

And;

WHEREAS, the City's software vendor has made a proposal to replace the older software modules, being Assessing, Real Property Tax, Personal Property Tax and Receivables as part of the dot net database, the offer waiving certain annual support fees if the City upgrades Assessing, Real Property Tax, Personal Property Tax and Receivables modules; and

WHEREAS, the City's Administrative Staff has reviewed the proposal and recommends approval and appropriation.

NOW, THEREFORE, I Move the City of Swartz Creek approve the replacement of BS&A government business software modules for Assessing, Real Property Tax, Personal Property Tax and Receivables, at a cost not to exceed \$12,440 plus 5% contingency, cost to be appropriated equally between the General Fund, Water, Sewer and Garbage, appropriation made within the 2009-2010 fiscal year budget.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC

Tommy Butler, 40 Somerset, questioned the census takers that are going around the City. Councilmember Krueger advised that the census will not actually take place until next year and that at this time they are training and making sure that the GPS information is correct for the actual census.

John Gilbert, 7459 Miller, talked to the Council about his property taxes. Mr. Gilbert stated that he recently found some inaccuracies in his property taxes. Mr. Gilbert wanted to advise people to check on their property taxes.

Jim Florence, 4292 Springbrook, spoke about the census takers. Mr. Florence stated that they are properly identified. Mr. Florence talked about the hay wagon that has been parked at Feather N Fin for the past year. He wondered why it was there and asked that it be checked into. Mr. Florence spoke about signs at Morrish and Fortino that were affixed to a house that

the City owns advertising Hometown Days and Farmer's Market. He stated that he thought the City might want to know about them.

REMARKS BY COUNCILMEMBERS:

Councilmember Hurt spoke about the procedure for evaluating the performance of the City Assessor. City Manager Bueche stated that he watches it based on complaints that he gets from residents. Mr. Hurt stated that he is concerned about how well the assessor does with public relations.

Councilmember Binder advised that the Air Force statue for the Veteran's Memorial will be here by Memorial Day.

Councilmember Shumaker stated that Rick Henry deserves to be commended for his efforts with the Veteran's Memorial. Mr. Shumaker spoke about a house that was demolished on the Southeast corner of Miller & Elms. Mr. Shumaker stated that there is a lot of debris left on the site. City Manager Bueche stated that the situation will be looked at by Assistant City Manager Zettel.

Councilmember Krueger stated that the program for replacing the flags for the Veteran's Memorial is a good idea.

Mayor Pro-Tem Porath questioned the purpose of the "Friends of the Library". He was advised that it was to help the library and provide volunteer opportunities. Mr. Porath questioned whether the water/sewer bills could be paid online. Mr. Bueche stated that he hasn't looked into it recently, but that he would check into it. Mr. Porath stated that he feels that it would be a good thing to offer to the community.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 7:55 p.m.

Richard Abrams, Mayor

Mary Jo Clark, Deputy City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
APRIL 2009

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#06-112	56	1	0	0
#05-168	12	0	0	0
#05-649	100	0	0	0
#05-346	35	1	95	0
#07-375	432	12	0	0
#05-275	101	6	0	9
#09-401	4	0	0	0
TOTAL	740	20	95	9

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 04/01/2009 to 04/30/2009

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	279.500	6.000	849.000	14.000
101 301 702.002	CLERICAL	144.000	0.000	597.000	0.000
PROTECTION					
101 301 702.003	UNIFORMED	559.500	7.000	2,455.750	60.500
101 301 702.004	NON-UNIFORMED	22.000	7.000	89.500	14.000
101 301 702.005	TRAFFIC ENFORCEMENT	276.250	0.000	1,373.000	34.000
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	193.000	8.000	706.000	47.500
101 301 702.007	COURT	9.000	4.000	33.500	12.000
TRAINING					
101 301 702.008	TRAINING	6.000	0.000	27.000	8.000
LEAVE TIME					
101 301 702.010	VACATION	85.000	0.000	237.000	0.000
101 301 702.011	HOLIDAY	68.000	0.000	276.000	0.000
101 301 702.012	PERSONAL LEAVE	0.000	0.000	72.000	0.000
101 301 702.013	FUNERAL LEAVE	0.000	0.000	27.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	14.500	0.000	49.750	0.000
101 302 702.002	CLERICAL	14.000	0.000	50.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	17.000	0.000	66.500	0.500
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	47.500	6.000	220.500	34.500
101 303 702.004	NON-UNIFORMED	0.500	0.000	0.500	0.000
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	80.500	2.000	321.500	7.500

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL TRAINING					
101 303 702.008	TRAINING	16.000	0.000	16.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	4.750	2.000	16.750	3.000
TRAINING					
101 304 702.008	TRAINING	16.000	0.000	67.000	0.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	168.000	8.000	658.000	32.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	11.000	0.000	27.500
265 333 702.007	COURT	0.000	8.000	0.000	16.000
NON-PRODUCTIVE					
265 333 702.011	HOLIDAY	8.000	0.000	40.000	0.000
	TOTAL ALL HOURS	2,029.000	69.000	8,249.250	311.000

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 04/30/2009

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	11	23
101 301 003.000	VERBAL WARNINGS	160	730
101 301 004.000	WRITTEN WARNINGS	21	59
101 301 005.000	FELONY ARRESTS	0	16
101 301 006.000	MISDEMEANOR ARRESTS	18	99
101 301 007.000	CALLS RECEIVED	257	1096
101 301 008.000	TRAFF INJ ACCIDENTS	1	20
101 301 009.000	PROP DAMAG ACCIDENTS	8	40
101 301 010.000	SERVICE REQUESTS	0	34
101 301 011.000	MEETINGS	0	0
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	798	3912
101 301 014.000	DESK ASSIGNMENTS	137	728
101 301 015.000	BUSINESS CHECKS	1258	4305
101 301 016.000	VACATION CHECKS	929	4420
101 301 017.000	SUSP PERS CHECKED	43	167
TOTAL FUNCTIONS		3641	15649
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	0
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	0
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	12	40
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	4
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	21
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	0	0
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		12	65
101 303 002.000	PARKING VIOLATIONS	0	1
101 303 003.000	VERBAL WARNINGS	0	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	1
101 303 006.000	MISDEMEANOR ARRESTS	2	6
101 303 007.000	CALLS RECEIVED	1	9
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	28	66
101 303 012.000	CONFERENCES	0	0

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	123	571
101 303 014.000	DESK ASSIGNMENTS	1	2
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
TOTAL FUNCTIONS		155	657
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	1
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	0	4
101 304 006.000	MISDEMEANOR ARRESTS	1	2
101 304 007.000	CALLS RECEIVED	4	14
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	6	13
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	1
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	1	1
101 304 019.000	VEHICLE SEARCHES	9	21
101 304 020.000	NARCOTIC SEARCHES	4	7
101 304 021.000	CURRENCY SEIZED	0	2
101 304 022.000	FORFEITURES	0	1
101 304 023.000	POSITIVE TRACKS	0	1
101 304 024.000	NEGATIVE TRACKS	0	1
101 304 025.000	AGENCY ASSISTS	5	9
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	0
TOTAL FUNCTIONS		30	78
TOTAL ALL FUNCTIONS		3838	16449

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	04/01/2009	04/30/2009			
Number	Name	Date	Location	Description	Officer	Fine
T-1074411		04/01/09	MORRISH NEAR BRISTOL	SEAT BELT DRIVER/PASSENGER		
T-1074412		04/02/09	SEYMOUR NEAR CHESTERFIELD	SEAT BELT DRIVER/PASSENGER		
T-1074413		04/02/09	ELMS NEAR MILLER	DISREGARDED TRAFFIC SIGNAL/		
T-1074902		04/02/09	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESE		
T-1074648		04/04/09	WINCHESTER VILLAGE -- DURWOOD	FAIR TO STOP FOR STOP SIGN		
T-1074653		04/04/09	MILLER NEAR 3RD	FSEAT BELT DRIVER/PASSENGER		
T-1074654		04/04/09	MILLER NEAR FAIRCHILD	SEAT BELT DRIVER/PASSENGER		
T-1074655		04/04/09	BRISTOL NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1074649		04/05/09	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074650		04/05/09	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1074977		04/05/09	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1074978		04/05/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1074801		04/06/09	MILLER NEAR 2ND	EXCEEDED POSTED SPEED LIMIT		
T-1074979		04/06/09	BRISTOL NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074980		04/06/09	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074981-A		04/07/09	ELMS NEAR MILLER	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1074981-B		04/07/09	ELMS NEAR MILLER	TINTED WINDOWS/NO WINDSHIEI		
T-1074802-A		04/07/09	MILLER NEAR MCLAIN	SUSP/REVOKED/NEVER APPL.		
T-1074802-B		04/07/09	MILLER NEAR MCLAIN	EXCEEDED POSTED SPEED LIMIT		
T-1074802-C		04/07/09	MILLER NEAR MCLAIN	NO PROOF INSURANCE/POSSESE		
T-1074803		04/07/09	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/		
T-1009630		04/07/09	BRISTOL NEAR ELMS	NO PROOF OF INSURANCE (OLD I		
T-1009631		04/07/09	I-69 NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1074683		04/07/09	I-69 NEAR MORRISH	FAIR TO STOP FOR STOP SIGN		
T-1074777-A		04/08/09	MILLER NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1074777-B		04/08/09	MILLER NEAR FORTINO	NO PROOF INSURANCE/POSSESE		
T-1074778		04/08/09	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESE		
T-1074779		04/08/09	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1074415		04/09/09	BRISTOL NEAR CANTERBURY	SEAT BELT DRIVER/PASSENGER		
T-1074416		04/09/09	MILLER NEAR BRISTOL	JASEAT BELT DRIVER/PASSENGEI		
T-1074417		04/09/09	MILLER NEAR BRISTOL	SEAT BELT DRIVER/PASSENGER		
T-1074414		04/09/09	ELMS NEAR PARK RIDGE	SEAT BELT DRIVER/PASSENGER		
T-1074903		04/09/09	ELMS NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074904		04/09/09	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1009632		04/09/09	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1009633		04/09/09	I-69 NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1074684		04/10/09	MILLER NEAR SPRINGBROOK	EXCEEDED POSTED SPEED LIMIT		
T-1074685		04/10/09	SEYMOUR NEAR HILL	NO PROOF INSURANCE/POSSESE		
T-1074780		04/10/09	BRISTOL NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074686		04/11/09	MILLER NEAR ELMS	SEAT BELT DRIVER/PASSENGER		
T-1074687		04/11/09	MILLER NEAR DYE	EXCEEDED POSTED SPEED LIMIT		
T-1074688		04/11/09	WINCHESTER VILLAGE -- SEYMOUF	EXCEEDED POSTED SPEED LIMIT		
T-1009634		04/11/09	MORRISH NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1074983-A		04/11/09	MORRISH NEAR INGALLS	EXCEEDED POSTED SPEED LIMIT		
T-1074983-B		04/11/09	MORRISH NEAR INGALLS	NO PROOF INSURANCE/POSSESE		
T-1074982-A		04/11/09	MORRISH NEAR INGALLS	OWI		

Tickets so far: 46

Charges so far: 46

Fines Subtotal:

0.00

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	04/01/2009	04/30/2009			
Number	Name	Date	Location	Description	Officer	Fine
T-1074982-B		04/11/09	MORRISH NEAR INGALLS	SUSP/REVOKED/NEVER APPL.		
T-1074982-C		04/11/09	MORRISH NEAR INGALLS	IMPROPER PLATE		
T-1074689		04/12/09	MILLER NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074690		04/12/09	I-69 NEAR MORRISH	FAIR TO STOP FOR STOP SIGN		
T-1074804		04/13/09	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1074984		04/13/09	BRISTOL NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		
T-1074805		04/14/09	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1074985-A		04/15/09	MORRISH NEAR MARY ST	EXPIRED PLATE		
T-1074985-B		04/15/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1074986-A		04/15/09	MILLER NEAR MORRISH	VIOLATION RESTRICTED LICENSE		
T-1074986-B		04/15/09	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1074419		04/15/09	MILLER NEAR MAYA	SEAT BELT DRIVER/PASSENGER		
T-1074420		04/15/09	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074418		04/15/09		EXCEEDED POSTED SPEED LIMIT		
T-1074421-A		04/15/09	SEYMOUR NEAR CHESTERFIELD	SEAT BELT DRIVER/PASSENGER		
T-1074421-B		04/15/09	SEYMOUR NEAR CHESTERFIELD	NO PROOF INSURANCE/POSSESE		
T-1074422		04/15/09	MORRISH NEAR FORTINO	SEAT BELT DRIVER/PASSENGER		
T-1074423-A		04/16/09	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074423-B		04/16/09	ELMS NEAR BRISTOL	SEAT BELT DRIVER/PASSENGER		
T-1074424		04/16/09	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074905		04/16/09	MORRISH NEAR I-69	NUMBER OF PASSENGERS/FAIL T		
T-1074425-A		04/16/09	RAUBINGER RD	F.T.R. ACC. WITH FIXED OBJECT		
T-1074425-B		04/16/09	RAUBINGER RD	NO PROOF INSURANCE/POSSESE		
T-1074906		04/17/09	I-69 NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1074011-A		04/17/09	MILLER NEAR FIRST	SEAT BELT DRIVER/PASSENGER		
T-1074011-B		04/17/09	MILLER NEAR FIRST	NO PROOF INSURANCE/POSSESE		
T-1074011-C		04/17/09	MILLER NEAR FIRST	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1074907		04/18/09	I-69 NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1074806		04/19/09	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1074807		04/19/09	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1074808		04/19/09	MORRISH NEAR MASON	EXCEEDED POSTED SPEED LIMIT		
T-1074987-A		04/19/09	ELMS NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1074987-B		04/19/09	ELMS NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074810		04/20/09	SEYMOUR AT CHELMSFORD	EXCEEDED POSTED SPEED LIMIT		
T-1074988-A		04/21/09	ELMS NEAR MILLER	DISREGARDED FLASHING RED		
T-1074988-B		04/21/09	ELMS NEAR MILLER	NOISY MUFFLER AND/OR EXCESE		
T-1074811		04/21/09	MILLER NEAR ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1074013		04/22/09	WINCHESTER VILLAGE -- SEYMOUF	SEAT BELT DRIVER/PASSENGER		
T-1074012-A		04/22/09	WINCHESTER VILLAGE -- SEYMOUF	EXCEEDED POSTED SPEED LIMIT		
T-1074012-B		04/22/09	WINCHESTER VILLAGE -- SEYMOUF	SEAT BELT DRIVER/PASSENGER		
T-1074926		04/22/09	ELMS NEAR YARMY	SEAT BELT DRIVER/PASSENGER		
T-1074927		04/23/09	MILLER NEAR FAIRCHILD	SEAT BELT DRIVER/PASSENGER		
T-1074908		04/23/09	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1074911		04/24/09	BRADY AT MILLER	OWI		
T-1074910		04/24/09	BRADY AT MILLER	OWI		
T-1074691		04/24/09	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		

Tickets so far: 92

Charges so far: 92

Fines Subtotal:

0.00

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	04/01/2009	04/30/2009			
Number	Name	Date	Location	Description	Officer	Fine
T-1074656		04/25/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1074812		04/26/09	MILLER NEAR TALLMADGE	EXCEEDED POSTED SPEED LIMIT		
T-1074989-A		04/26/09	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1074989-B		04/26/09	MILLER NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074692		04/26/09	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1074693-A		04/27/09	MILLER NEAR SCHOOL	VIOLATION INSTRUCTORS PERMIT		
T-1074693-B		04/27/09	MILLER NEAR SCHOOL	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1074693-C		04/27/09	MILLER NEAR SCHOOL	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1074813		04/27/09	HILL NEAR SEYMOUR	SEAT BELT DRIVER/PASSENGER		
T-1074814-A		04/27/09	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/!		
T-1074990-A		04/27/09	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1074990-B		04/27/09	MILLER NEAR MORRISH	DISREGARDED TRAFFIC SIGNAL/!		
T-1074990-C		04/27/09	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESSE		
T-1074991		04/27/09	MORRISH NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074694-A		04/27/09	MILLER AT SECOND	NO TAIL/BRAKE LIGHTS		
T-1074694-B		04/27/09	MILLER AT SECOND	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1074695		04/27/09	ELMS NEAR MAPLE	NO PROOF INSURANCE/POSSESSE		
T-1074696		04/28/09	MILLER NEAR SCHAFFER	NOISY MUFFLER AND/OR EXCESS		
T-1074816		04/28/09	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
Tickets Total: 111		Charges Total: 111		Fines Total:		0.00

Uniform Crime Report

Report Criteria:

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

Class	Description	APR 2008	APR 2009	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	1
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	0	0
1300-1	NONAGGRAVATED ASSAULT	4	3	19
1300-2	AGGRAVATED/FELONIOUS ASSAULT	1	0	1
1300-3	INTIMIDATION/STALKING	0	2	7
1400-0	ABORTION	0	0	0
2000-0	ARSON	1	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	1	1	4
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	1
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	0
2300-3	LARCENY - THEFT FROM BUILDING	1	1	7
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	6	7	9
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	1	1
2300-7	LARCENY - OTHER	3	1	5
2400-1	MOTOR VEHICLE THEFT	2	0	0
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	0	1
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	2
2600-2	FRAUD - CREDIT CARD/ATM	1	0	4
2600-3	FRAUD - IMPERSONATION	1	2	4
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	0
2600-6	FRAUD - BAD CHECKS	0	3	5
2700-0	EMBEZZLEMENT	0	0	1
2800-0	STOLEN PROPERTY	0	0	0

Uniform Crime Report

Report Criteria:

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

Class	Description	APR 2008	APR 2009	YR TO DATE
2900-0	DAMAGE TO PROPERTY	5	10	17
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	1
3000-2	RETAIL FRAUD - THEFT	1	0	3
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	1	4	10
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	0	0	1
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	0
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	0	0	1
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	0	2
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	2	0	4
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	2
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	0	0	1
5300-2	PUBLIC PEACE - OTHER	0	1	4
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	2	2	6
5400-2	OUIL OR OUID	0	3	15
5400-3	DRIVING LAW VIOLATIONS	3	6	27
5500-0	HEALTH AND SAFETY	5	0	3
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	0

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?			
0100-0	9900-9	Yes			
Class	Description	APR 2008	APR 2009	YR TO DATE	
7500-0	SOLICITATION	0	0	0	
7700-0	CONSPIRACY	0	0	0	
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0	
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0	
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0	
8900-4	WARRANTS	0	0	0	
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0	
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0	
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0	
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0	
9100-1	DELINQUENT MINOR	0	1	1	
9100-2	RUNAWAYS	0	0	0	
9200-1	DIVORCE AND SUPPORT	0	0	0	
9200-2	INCAPACITATION	0	0	1	
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0	
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0	
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0	
9300-1	PROPERTY DAMAGE ACCIDENT/PI	8	3	37	
9300-2	NON-TRAFFIC PDA	8	5	14	
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0	
9300-4	TOWED VEHICLE	2	0	2	
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0	
9300-6	TRAFFIC POLICING	0	0	0	
9400-1	FALSE ALARM ACTIVATION	0	0	0	
9400-2	VALID ALARM ACTIVATION	0	0	0	
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0	
9500-1	ACCIDENTAL FIRE	0	0	0	
9500-2	ACCIDENTAL EXPLOSION	0	0	0	
9500-4	OPEN BURNING	0	0	0	
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0	
9700-0	ACCIDENTAL SHOOTING	0	0	0	
9700-5	ACCIDENTAL DEATH-WATER	0	0	0	
9700-6	ACCIDENT - ALL OTHER	0	0	0	
9800-2	RECOVERED PROPERTY	0	0	0	
9800-3	PROPERTY INSPECTION	0	0	0	
9800-4	OTHER INSPECTIONS/WEAPONS	11	6	22	
9800-5	ALARMS	0	0	0	
9800-6	CIVIL	3	3	6	
9800-7	SUSPICIOUS SITUATION	2	5	9	
9800-8	LOST AND FOUND PROPERTY	4	3	8	
9800-9	OVERDOSE	0	2	2	
9900-1	SUICIDE	0	0	1	
9900-2	DOA - NATURAL	0	0	0	
9900-3	MISSING PERSON	1	0	0	
9900-7	SAFEKEEPING	0	0	0	
9900-8	DEPARTMENTAL ASSIST	2	1	1	
9900-9	GENERAL - NON CRIMINAL	12	8	23	

Uniform Crime Report

Report Criteria:

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

Class	Description	APR 2008	APR 2009	YR TO DATE
Totals:		93	84	297

<u>Apr-09</u>	<u>MILES DRIVEN</u>	<u>GALLONS GAS PURCHASED</u>	<u>GALLONS DIESEL PURCHASED</u>
<u>#1 P/U 4WD</u>			
<u>#3 P/U 4WD</u>	444	47	
<u>07-03 P/U 4WD</u>	169		27
<u>09-03 P/U 4WD</u>	633		53
<u>#2 P/U 2WD</u>	313	35	
<u>#6-00 BACKHOE</u>			
<u>#9 DUMP</u>			
<u>#10 DUMP</u>			
<u>#11 DUMP</u>	127		
<u>#12-02 DUMP</u>	78		21
<u>#12-04 DUMP</u>	89		26
<u>#12-99 GENERATOR</u>			
<u>#9-02 BRUSH HOG</u>			
<u>#17 CASE BACKHOE</u>			15
<u>#19 JD TRACTOR</u>			
<u>#06-99 BUCKET TRUCK</u>	24		
<u>#21 WOOD CHIPPER</u>			27
<u>#807 STREET SWEEPER</u>	75		28
<u>#42 ASPHALT HEATER</u>			
<u>#37 TRAIL ARROW</u>			
<u>#10-98 3" PUMP</u>			
<u>#28A 3" PUMP</u>			
<u>3" PUMP</u>			
<u>#30 4" PUMP</u>			
<u>#31 4" PUMP</u>			
<u>#32 4" PUMP</u>			
<u>1" PUMP</u>			
<u>S-10</u>	488	27	
<u>TOTAL</u>	<u>2440</u>	<u>109</u>	<u>197</u>

Public Works
Monthly Work Orders
05/05/09

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP09-0004 Finished	AR10-006249-0000-01	LUMLEY, LINDA 6249 ARLINGTON DR	04/13/09 04/17/09	CURB BOX REPAIR
FNRD09-0106 Finished	FA10-005093-0000-02	WINTERS, DUSTIE 5093 FAIRCHILD ST	04/01/09 04/01/09	FINAL READ
FNRD09-0107 Finished	MA20-008090-0000-01	SHOUP, JENNIFER 8090 MAPLE ST	04/07/09	FINAL READ
FNRD09-0108 Finished	AU10-006351-0000-01	GENTRY, ALKITT 6351 AUGUSTA ST	04/13/09 04/14/09	FINAL READ
FNRD09-0109 Finished	DO10-005392-0000-01	LAKE, MICHELLE 5392 DON SHENK DR	04/14/09 04/14/09	FINAL READ
FNRD09-0110 Finished	MI10-008603-0000-01	SUPER CLEANERS, INC 8603 MILLER RD	04/15/09 04/15/09	FINAL READ
FNRD09-0111 Finished	DU10-005141-0000-02	DAN ELLIS 5141 DURWOOD DR	04/16/09 04/17/09	FINAL READ
FNRD09-0112 Finished	LI10-007257-0000-01	BEMMAN, KURT 7257 LINDSEY DR	04/17/09 04/20/09	FINAL READ
FNRD09-0113 Finished	WI20-005036-0000-04	LIESON, PAMELA 5036 WINSTON DR	04/17/09 04/20/09	FINAL READ
GWO09-0069 Finished	CA10-008366-0000-01	SCHAENZER, KIMBERELY 8366 CAPPY LN	04/09/09 04/09/09	GENERIC WORK ORDE
GWO09-0070 Scheduled	IN10-008051-0000-02	FULKERSON, PATRICIA 8051 INGALLS ST	04/23/09 04/23/09	GENERIC WORK ORDE
GWO09-0071 Finished	SP10-004418-0000-01	BASILIOUS, WILLIS 4418 SPRINGBROOK DR	04/27/09 04/27/09	GENERIC WORK ORDE
GWO09-0072 Finished	WI10-005169-0000-01	SALAVICS, GEORGE 5169 WINSHALL DR	04/28/09 04/28/09	GENERIC WORK ORDE
LNDS09-0003 Scheduled	GR10-005180-0000-01	LONG, VICKI 5180 GREENLEAF DR	04/23/09	LANDSCAPING
MNT09-0011 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/06/09 04/06/09	BUILDING MAINTENA
MTRP09-0038 Finished	GR10-005246-0000-01	MONROE, NICHOLAS 5246 GREENLEAF DR	04/15/09 04/15/09	METER REPAIR
READ09-0021 Finished	BR30-000008-0000-01	PILARSKI, ERIC 8 BROOKFIELD DR	04/06/09 04/06/09	READ METER
READ09-0022 Finished	BR30-000162-0000-01	SIMPSON, ROBERT 162 BROOKFIELD DR	04/27/09 04/27/09	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
READ09-0023 Finished	HE10-005142-0000-01	FERGUSON, KIM 5142 HELMSLEY DR	04/28/09 04/28/09	READ METER
READ09-0024 Finished	MI10-008197-0000-01	SWARTZ CREEK SCHOOLS 8197 MILLER RD	04/28/09 04/28/09	READ METER
REPL09-0005 Finished	HE10-005160-0000-02	LAPORTE, ERICK 5160 HELMSLEY DR	04/01/09 04/01/09	METER REPLACEMENT
SAMP09-0006 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/06/09 04/06/09	WATER SAMPLES
SAMP09-0007 Scheduled	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/20/09	WATER SAMPLES
SWBK09-0004 Scheduled	DU10-005288-0000-01	STADEL, JOHN 5288 DURWOOD DR	04/09/09	SEWER BACKUP
SWBK09-0005 Scheduled	GR10-005345-0000-01	HILDEN, JACQUELYN S 5345 GREENLEAF DR	04/14/09	SEWER BACKUP
SWLK09-0002 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/23/09 04/23/09	SIDEWALK REPAIR
TRIM09-0003 Scheduled	WO10-005356-0000-01	LONG, ROBERT 5356 WORCHESTER DR	04/23/09	TREE-TRIM
WOFF09-0113 Finished	CH20-009104-0000-03	ANTHONY MCDONALD 9104 CHESTERFIELD DR	04/08/09 04/08/09	WATER TURN OFF
WOFF09-0114 Finished	CO20-007477-0000-03	LEON BACKHAUT 7477 COUNTRY MEADOW DR	04/13/09 04/13/09	WATER TURN OFF
WOFF09-0115 Finished	BR20-006419-0000-02	STEVEN BROWN 6419 BRISTOL RD	04/17/09 04/17/09	WATER TURN OFF
WOFF09-0116 Finished	IN10-008051-0000-02	FULKERSON, PATRICIA 8051 INGALLS ST	04/22/09 04/22/09	WATER TURN OFF
WOFF09-0118 Finished	DO10-005393-0000-02	HUD 5393 DON SHENK DR	04/23/09 04/23/09	WATER TURN OFF
WOFF09-0119 Finished	WI10-005166-0000-02	STRAWN, JILLIANN 5166 WINSHALL DR	04/28/09 04/28/09	WATER TURN OFF
WOFF09-0120 Scheduled	WO10-005332-0000-01	OSBORN, MITZI 5332 WORCHESTER DR	04/29/09	WATER TURN OFF
WREP09-0008 Finished	NE10-006740-0000-02	PETERS, JAMES 6740 NEMER CT	04/30/09 04/30/09	WATER REPAIRS
WTON08-0035 Finished	SP10-004405-0000-01	WELCH, JOHN 4405 SPRINGBROOK DR	04/22/09 04/22/09	WATER TURN ON
WTON09-0055 Finished	SE20-005345-0000-01	RENO, DENNIS 5345 SEYMOUR RD	04/02/09 04/02/09	WATER TURN ON
WTON09-0066 Finished	CC10-007361-0000-01	SWIDORSKI, KENNETH 7361 CROSSCREEK DR	04/02/09 04/02/09	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WT0N09-0067 Finished	CH20-009104-0000-02	CURRENT RESIDENT 9104 CHESTERFIELD DR	04/02/09 04/02/09	WATER TURN ON
WT0N09-0068 Finished	BR20-006169-0000-01	WISCHMEYER, S H 6169 BRISTOL RD	04/09/09 04/09/09	WATER TURN ON
WT0N09-0069 Finished	CA10-008347-0000-01	ALLMAN, DOROTHY 8347 CAPPY LN	04/08/09 04/08/09	WATER TURN ON
WT0N09-0070 Finished	NE10-006735-0000-02	SCHAEFFER, STEVEN & SALLY 6735 NEMER CT	04/13/09 04/13/09	WATER TURN ON
WT0N09-0071 Finished	IN10-008037-0000-02	RUSSELL, DAVID 8037 INGALLS ST	04/13/09 04/13/09	WATER TURN ON
WT0N09-0072 Finished	WI10-005182-0000-01	ALEXANDER, LINDA J 5182 WINSHALL DR	04/22/09 04/22/09	WATER TURN ON
WT0N09-0073 Finished	SP10-004407-0000-01	PERRY, DALLAS 4407 SPRINGBROOK DR	04/16/09 04/16/09	WATER TURN ON
WT0N09-0074 Finished	SE20-005300-0000-01	SMITH, THOMAS 5300 SEYMOUR RD	04/15/09 04/15/09	WATER TURN ON
WT0N09-0075 Finished	J110-009219-0000-01	MILLER, WILSON 9219 JILL MARIE LN	04/20/09 04/20/09	WATER TURN ON
WT0N09-0076 Finished	LA10-004269-0000-02	HARRISON, BILL 4269 LATIFEE CT	04/16/09 04/16/09	WATER TURN ON
WT0N09-0077 Finished	DO10-005190-0000-01	CARROLL, MARVIN 5190 DON SHENK DR	04/17/09 04/17/09	WATER TURN ON
WT0N09-0078 Finished	GR10-005273-0000-01	SANBORN, CHARLES 5273 GREENLEAF DR	04/16/09 04/16/09	WATER TURN ON
WT0N09-0079 Finished	DO10-005393-0000-01	BRODERICK, WILLIAM 5393 DON SHENK DR	04/17/09 04/17/09	WATER TURN ON
WT0N09-0080 Finished	IN10-008126-0000-01	WILSON, SHELLY 8126 INGALLS ST	04/20/09 04/20/09	WATER TURN ON
WT0N09-0081 Finished	MO10-004384-0000-01	POWERS, HERMAN T 4384 MORRISH RD	04/21/09 04/21/09	WATER TURN ON
WT0N09-0082 Finished	WO10-005204-0000-02	CAREY, JEFFREY 5204 WORCHESTER DR	04/17/09 04/17/09	WATER TURN ON
WT0N09-0083 Finished	CH40-004292-0000-01	LESLIE, WARREN 4292 CHAPEL LN	04/20/09 04/20/09	WATER TURN ON
WT0N09-0084 Finished	GR10-005332-0000-01	CROSS, J WAYNE 5332 GREENLEAF DR	04/21/09 04/21/09	WATER TURN ON
WT0N09-0085 Finished	CR10-008230-SPRI-01	MIDDLE SCHOOL, SWARTZ CREEK 8230 CRAPO #SPRI ST	04/21/09 04/21/09	WATER TURN ON
WT0N09-0086 Finished	OA10-005261-0000-01	HUNT, LENA 5261 OAKVIEW DR	04/22/09 04/22/09	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WTON09-0087 Finished	SP10-004430-0000-01	HEIDTKE, CHARLES 4430 SPRINGBROOK DR	04/27/09 04/27/09	WATER TURN ON
WTON09-0088 Finished	CC10-007353-0000-01	GAUTHIER, DELBERT 7353 CROSSCREEK DR	04/24/09 04/24/09	WATER TURN ON
WTON09-0090 Finished	DO10-005393-0000-02	HUD 5393 DON SHENK DR	04/24/09 04/24/09	WATER TURN ON
WTON09-0091 Finished	CC10-007376-0000-01	KLEINEDLER, WILLIAM 7376 CROSSCREEK DR	04/24/09 04/24/09	WATER TURN ON
WTON09-0092 Finished	CC10-007352-0000-01	WARD, DARLENE 7352 CROSSCREEK DR	04/28/09 04/27/09	WATER TURN ON
WTON09-0093 Finished	SE20-005237-0000-01	VAVRO, RICHARD 5237 SEYMOUR RD	04/27/09 04/27/09	WATER TURN ON
WTON09-0094 Finished	SC20-005122-0000-01	STERLING, JAMES 5122 SCHOOL ST	04/27/09 04/27/09	WATER TURN ON
WTON09-0095 Finished	DO10-005373-0000-02	BEENY, STEPHANIE 5373 DON SHENK DR	04/27/09 04/27/09	WATER TURN ON
WTON09-0096 Finished	EL10-004125-0000-01	SWARTZ CREEK, CITY OF 4125 ELMS RD	04/27/09 04/27/09	WATER TURN ON
WTON09-0097 Finished	WI10-005363-0000-01	SWARTZ CREEK, CITY OF 5363 WINSHALL DR	04/27/09 04/27/09	WATER TURN ON
WTON09-0098 Scheduled	FO20-008059-0000-00	CITY OF SWARTZ CREEK 8059 PAUL FORTINO DR	04/27/09	WATER TURN ON
WTON09-0099 Finished	SP10-004412-0000-01	LIVINGSTON, BONNIE 4412 SPRINGBROOK DR	04/30/09 04/30/09	WATER TURN ON
WTON09-0100 Scheduled	EL10-004220-SPRI-01	WENDYS INTERNATIONAL INC 4220 ELMS #SPRI RD	04/30/09	WATER TURN ON

Total Records: 71

DPS ACTIVITY - APRIL 2009

	REG	HOL	VAC	ABSENT	OT	DT
101 GENERAL FUND						
172.0 EXECUTIVE						
253.0 TREASURER						
257.0 ASSESSOR						
262.0 ELECTIONS						
410.0 BLG-ADMIN-OBRIEN	37.75	2.00		0.25		
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	21.78	0.62	0.91	0.49		
783.0 WINSHALL GARBAGE	3.00	0.12	0.12	0.03		
783.0 ELMS PARK	48.78	4.61	5.32	1.08		
783.0 ELMS GARBAGE	5.00	0.12	0.12	0.07		
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	44.00	0.75	0.70	0.07		
792.0 P S BLDG	45.50	0.97	1.89	0.07		
793.0 CITY HALL	52.00	0.42	1.14	0.36		
794.0 COMM PROMO	4.00	1.02		0.06		
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	56.77	3.88	2.04	1.00		
474.0 TRAFFIC	7.00	0.23	0.11	0.23		
478.0 SNOW & ICE	9.00	1.39	0.81	0.20	6.50	
482.0 ADMIN	2.00	0.24	0.24			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	50.77	2.06	1.93	1.05		
474.0 TRAFFIC	3.00		0.11	0.04		
478.0 SNOW & ICE	12.00	1.74	1.16	0.20		
482.0 ADMIN	12.58	0.68		0.34		
226 GARBAGE FUND						
528.0 COLLECT	104.50	3.07	1.39	3.80		
530.0 WOODCHIPPING	60.55	4.46	3.13	0.47		
590 WATER						
540.0 WATER SYSTEM	110.21	5.57	3.13	2.40		2.00
540.0 WATER-ON CALL	2.00	0.24	0.24			
542.0 READ & BILL	74.30	3.84	1.73	0.76		
591 SEWER						
536.0 SEWER SYSTEM	94.71	5.45	1.82	2.26		
536.0 SEWER-ON CALL	2.00	0.24	0.24			
537.0 LIFT STATION	13.00	0.87	1.15	0.08		
542.0 READ & BILL	45.30	2.40		0.30		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	124.50	9.01	5.07	1.89		
	1,046.00	56.00	34.50	17.50	6.50	2.00
HOLIDAY						
VACATION						
ABSENT						
DAILY HOURS TOTAL	1,046.0	56.0	34.5	17.5	6.5	2.0

05/05/2009
11:20 am

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 04/01/2009 - 04/30/2009
Bank GEN

Check Date	Bank/Check #	Name	Description	Amount	Voided?
4/2/2009	GEN 31833	ACE ASPHALT & PAVING CO INC	COLD PATCH	529.20	
4/2/2009	GEN 31834	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS/SUPPLIES	81.49 26.13	
				107.62	
4/2/2009	GEN 31835	BASIC	COPAY/OFFICE VIST NICHOLS	10.00	
4/2/2009	GEN 31836	CITY OF SWARTZ CREEK	REIMBURSEMENT OF PETTY CASH EXP.	151.76	
4/2/2009	GEN 31837	CREEK AUTO SERVICES LLC	LOF 05-649 LOF MT/BAL 2 TIRES	28.95 56.95	
				85.90	
4/2/2009	GEN 31838	D & D TRUCK & TRAILER PARTS	HD AIR ELEMENT/BALDWIN FILTER BALDWIN FILTER BALDWIN FILTER RETURN BALDWIN FILTER AIR ELEMENT/FILTERS	60.48 25.31 6.99 (105.14) 80.59	
				68.23	
4/2/2009	GEN 31839	DECATUR ELECTRONICS INC	G2D-KDDB GENESN RADAR/FREIGHT	1,725.00	
4/2/2009	GEN 31840	EAST JORDAN IRON WORKS INC	1040H 2" ADJ RG/ ADJ RD 26 NON EXPANDALE	258.40	
4/2/2009	GEN 31841	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES POLICE DEPT.	40.92	
4/2/2009	GEN 31842	FLINT WELDING SUPPLY	OXYGEN COMPRESSED/ACETYLENE DISS/ DEL CC	99.54	
4/2/2009	GEN 31843	GALLS	NECK CHAIN BDG (IKE)/WHISTLE CHAIN	31.97	
4/2/2009	GEN 31844	LETAVIS ENTERPRISES INC.	JAN 16 CAR WASHES/FEB 23 CAR WASHES	263.25	
4/2/2009	GEN 31845	ROWE PROFESSIONAL SERVICES CO	RECONST DESIGN FOR MORRISH RD/RACEWAY T	268.00	
4/2/2009	GEN 31846	ROWE PROFESSIONAL SERVICES CO	AUDIT OF CITY'S ROAD TRANS SYSTEM FOR RO	382.00	
4/2/2009	GEN 31847	SELF SERVE LUMBER CO.	LUMBER/ CARPENTER'S PENCIL/ PINE ROSETTE	218.64	
4/2/2009	GEN 31848	ULINE	HEAT STRIP/SEAL EVIDENCE PACKAGING	31.58	
4/2/2009	GEN 31849	VERIZON NORTH	MARCH 16-APRIL 16 09	193.69	

4/2/2009	GEN 31850	WINDER POLICE EQUIPMENT	LIGHT BAR POWER PACK/FREIGHT	362.49
			SUPER LED LIGHTS/FREIGHT	257.74
			RETURN MOUNTING HOOKS	(117.75)
			DODGE CHARGER LAGUNA/FREIGHT	446.83
			SUPER LED LIGHTS/FREIGHT	251.74
			SLIDE SWITCH PANEL FEDERAL/FREIGHT	202.59
				<u>1,403.64</u>
4/9/2009	GEN 31851	APPLIED INDUSTRIAL	LUBRICANT	97.05
4/9/2009	GEN 31852	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.13
			UNIFORMS, MATS, SUPPLIES, ENV.	93.30
				<u>119.43</u>
4/9/2009	GEN 31853	AT & T	4/1-4/30/09 810 R01-7836 523 0 LEIN	59.10
4/9/2009	GEN 31854	AT & T	4/1-4/30/09 810 R01-8443-014 3	16.40
4/9/2009	GEN 31855	BASIC	REIMB COPAY OFFICE VISIT/MACGILLIVRAY	250.00
4/9/2009	GEN 31856	BURNS SUPPLY LTD	S & D SOLID PIPE FOR MAPPING/CITY HALL	117.60
4/9/2009	GEN 31857	COMFORT INN	MMTI CONF/KORTH/AGUILAR	459.00
4/9/2009	GEN 31858	CONSUMERS ENERGY	3/1-3/31/09 ELMS PARKING LOT	25.91
4/9/2009	GEN 31859	CONSUMERS ENERGY	3/1-3/31/09 4524 MORRISH RD	39.67
4/9/2009	GEN 31860	CONSUMERS ENERGY	3/1-3/31/09 STREET LIGHTS	9,191.85
4/9/2009	GEN 31861	CONSUMERS ENERGY	3/1-3/31/09 SIRENS	20.66
4/9/2009	GEN 31862	CONSUMERS ENERGY	3/1-3/31/09 TRAFFIC LIGHTS	336.84
4/9/2009	GEN 31863	CONSUMERS ENERGY	3/5-4/1/09 8100 CIVIC DR	1,462.24
4/9/2009	GEN 31864	CONSUMERS ENERGY	3/5-4/1/09 8059 FORTINO DR	22.02
4/9/2009	GEN 31865	CONSUMERS ENERGY	3/5-4/2/09 8011 MILLER RD	15.00
4/9/2009	GEN 31866	GILL ROYS HARDWARE	CONNECTORS & GAS VALVE/PASTE	23.85
			EXT. GLOSS SPAR URETHANE	16.99
			RETURN DARK WALNUT WOOD STAIN	(25.88)
			SPRAY SPAR URETHANE	16.58
			GALV NIPPLE/FIP COUPLING	3.88
			TRAILER JACK	29.88
			GLUE/SCREW/GLOVES	34.23
			TEST PLUG (QTY 2)	10.58
			FOLDING SAWHORSE (QTY 2)	53.96
			EXTERIOR SCREWS	19.99
			SCREWS/URETHANE/BIT HOLDER	20.46
			1/2 INCH SCREW HOLE BUTTON	3.19

			SCREWS/URETHANE/WOOD STAIN	115.02
			18 VSR DRIVER & DRILL	179.88
			2 INCH CHIP BRUSH/SCREWHOLE BUTTON	30.28
			RED MAHOGANY WOOD STAIN	25.88
			SANDING RESPIRATORS/RUBBER Mallet/GLUE	54.07
			DOUBLE FACE SLEDGE	37.99
				<u>650.83</u>
4/9/2009	GEN 31867	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COM	375.00
4/9/2009	GEN 31868	MID MICHIGAN MANUFACTURING	JETTED LINE AT MILLER/BIRCHWOOD	225.00
4/9/2009	GEN 31869	OSMUN LANDSCAPE SUPPLY	PYZIQUE WALL (QTY 15)	35.85
4/9/2009	GEN 31870	PUMMELL BUSINESS FORMS INC	WATER BILLS (QTY 16,500)	595.38
4/9/2009	GEN 31871	RICHARD ABRAMS	SMALL CITIES MTG/DINNER	26.70
4/9/2009	GEN 31872	ROWE PROFESSIONAL SERVICES CO	DESIGN PLANS AND BID DOCUMENTS/MORRISH R	3,446.00
			DESIGN ENG S. MORRISH RD I-69 S. TO RR S	5,928.25
				<u>9,374.25</u>
4/9/2009	GEN 31873	ROWE PROFESSIONAL SERVICES CO	SITE PLAN RVW SR CTR/RVW CNSMRS EASE@RB	639.50
4/9/2009	GEN 31874	RWS OF MID MICHIGAN	STREET SWEEPINGS	600.00
4/9/2009	GEN 31875	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY09	18,523.18
			MARCH FUEL/ENVIRO FEE	134.82
				<u>18,658.00</u>
4/9/2009	GEN 31876	SUBURBAN AUTO SUPPLY	MIRROR GLUE	2.99
4/9/2009	GEN 31877	VALLEY PETROLEUM	DIESEL FUEL	28.42
4/9/2009	GEN 31878	VALLEY PETROLEUM	MARCH 09 FUEL USEAGE-POLICE	1,087.34
4/9/2009	GEN 31879	VALLEY PETROLEUM	MARCH 09 FUEL USEAGE-DPW	713.38
4/9/2009	GEN 31880	VERIZON NORTH	3/25-4/25/09 635-8109	64.17
4/16/2009	GEN 31881	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.25
			UNIFORMS, MATS, SUPPLIES, ENV.	81.88
				<u>108.13</u>
4/16/2009	GEN 31882	BASIC	COPAY-OFFICE VISIT/KORTH/SVRCEK	115.04
4/16/2009	GEN 31883	BS & A SOFTWARE	CUSTOM EXPORT/GENESEE COUNTY/UB SYSTEM	400.00
4/16/2009	GEN 31884	C.M.P. DISTRIBUTORS INC	(5) UNIFORM BADGES	274.25

4/16/2009	GEN 31885	CAPITAL TIRE	P225/60R18 EAGLE RSA TIRES (4)	504.04
			P225/60R16 EAGLE RSA TIRES (2)	<u>167.36</u>
				671.40
4/16/2009	GEN 31886	CITY OF SWARTZ CREEK	REIMBURSEMENT OF PETTY CASH	112.50
4/16/2009	GEN 31887	CONSUMERS ENERGY	3/5-4/1/09 A 8095 CIVIC DR	668.51
4/16/2009	GEN 31888	CONSUMERS ENERGY	3/5-4/2/09 A 5361 WINSHALL DR	15.00
4/16/2009	GEN 31889	CONSUMERS ENERGY	3/5-4/2/09 A 8301 CAPPY LN	345.90
4/16/2009	GEN 31890	CONSUMERS ENERGY	3/5-4/1/09 A 8083 CIVIC DR	680.41
4/16/2009	GEN 31891	CONSUMERS ENERGY	3/5-4/2/09 A 5121 MORRISH RD	474.38
4/16/2009	GEN 31892	CONSUMERS ENERGY	3/5-4/2/09 A 4438 MORRISH	112.40
4/16/2009	GEN 31893	CONSUMERS ENERGY	3/5-4/2/09 E WINSHALL RESTROOMS	31.69
4/16/2009	GEN 31894	CONSUMERS ENERGY	3/5-4/2/09 A 9099 MILLER RD	22.97
4/16/2009	GEN 31895	CONSUMERS ENERGY	3/5-4/1/09 A 8499 MILLER RD	15.00
4/16/2009	GEN 31896	CONSUMERS ENERGY	3/5-4/2/09 A 5257 WINSHALL DR	30.00
4/16/2009	GEN 31897	CONSUMERS ENERGY	3/5-4/2/09 A 5127 MORRISH RD	15.00
4/16/2009	GEN 31898	CONSUMERS ENERGY	3/7-4/4/09 E 4125 ELMS RD	23.72
4/16/2009	GEN 31899	CONSUMERS ENERGY	3/7-4/4/09 A 4125 ELMS RD PAVILION	19.25
4/16/2009	GEN 31900	CREEK AUTO SERVICES LLC	MT. & BAL. 2 REAR TIRES 07-375	24.00
			MT. & BAL 2 REAR TIRES 05-275	<u>24.00</u>
				48.00
4/16/2009	GEN 31901	CRYSTAL WATER COMPANY	RENTAL/2 JUGS	25.00
4/16/2009	GEN 31902	CUSTOM CLOSING SERVICES INC	UB REFUND 9104 CHESTERFIELD	127.25
4/16/2009	GEN 31903	DELTA DENTAL PLAN	APRIL 09 DENTAL - RETIREES (3)	157.93
4/16/2009	GEN 31904	FLINT JOURNAL	BOR NOTICE 3/1/09 & 3/8/09	106.40
			WEED NOTICE 3/1/09 & 3/8/09	99.76
			PLANNING COMM NOTICE 3/15/09	<u>46.55</u>
				252.71
4/16/2009	GEN 31905	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
			CREDIT FROM STATEMENT 3/31/09	(11.85)
			CUTTING TIP	<u>17.00</u>
				10.15

4/16/2009	GEN 31906	GEN CTY ROAD COMMISSION	MARCH 09 S-MTCE/OPERATIONS	705.09
4/16/2009	GEN 31907	JAMIE TERRELL	MILEAGE REIMB 3/16-4/10/09	29.70
4/16/2009	GEN 31908	JOHNS TRUCK SERVICE	REPLACE AIR BRAKE LINES	1,332.32
			REPAIR HYDROLIC LEAK	<u>70.00</u>
				1,402.32
4/16/2009	GEN 31909	KLASSIC LAWN & LANDSCAPE LLC	CLEAR CITY STREETS/WALKS	360.00
4/16/2009	GEN 31910	MICHIGAN ASSOC OF PLANNING	FY10 MEMBRSH/PC/7/1/09-6/30/10	625.00
4/16/2009	GEN 31911	NEXTEL COMMUNICATIONS	MARCH 09 MONTHLY BILL	671.05
4/16/2009	GEN 31912	PRINTING SYSTEMS	WINDOW AV APPLICATION ENVELOPES	67.00
4/16/2009	GEN 31913	SIMEN FIGURA & PARKER PLC	MARCH 09 GEN'L/TRAFFIC/ORDIN	5,788.50
4/16/2009	GEN 31914	SOUPAL CLEANERS	UNIFORM CLEANING MARCH 09	130.00
4/16/2009	GEN 31915	TERRY ALLEN PLUMBING & HTG CO INC	REPAIR FURNACE/5438 MILLER RD	103.00
4/16/2009	GEN 31916	THOMAS SVRCEK	FLOWER POTS	145.00
4/16/2009	GEN 31917	UNUM LIFE INSURANCE	MAY 09 LIFE INS SHANNON/SNELL	12.05
4/16/2009	GEN 31918	VERIZON NORTH	4/1-5/1/09 635-4401	176.85
4/16/2009	GEN 31919	VERIZON NORTH	4/4-5/4/09 635-4402	134.05
4/16/2009	GEN 31920	WHITE PIGEON-IPWDA	IPWDA K-9 ANNUAL TRAINING	360.00
4/23/2009	GEN 31921	ACE ASPHALT & PAVING CO INC	COLD PATCH	599.76
4/23/2009	GEN 31922	ADVANCE GLOVE AND SAFETY CO	EAR PLUGS/GLASSES/GLOVES	78.25
4/23/2009	GEN 31923	AMERICAN MESSAGING	APRIL 09 4/15-5/14/09/833-2563/833-1159	22.02
4/23/2009	GEN 31924	ARROW UNIFORM RENTAL	UNIFORMS/MATS/SUPPLIES/ENV	81.88
			MATS/SUPPLIES	<u>26.25</u>
				108.13
4/23/2009	GEN 31925	ARTHUR KLEIN	LUMBER FOR ELMS PARK GAZEBO (LIONS CLUB)	65.13
4/23/2009	GEN 31926	BLUE CARE NETWORK-EAST MI	MED INS KELLY MAY 09	600.46
			MED INS PETRUCHA MAY 09	<u>1,381.05</u>
				1,981.51
4/23/2009	GEN 31927	COMCAST BUSINESS	4/26-5/25/09 MAY 09	165.00
4/23/2009	GEN 31928	GENESEE COUNTY	1ST QTR CHARGE POLICE DEPT	75.00
4/23/2009	GEN 31929	GENESEE COUNTY TREASURER	2009 PERS PROP TAX STMTS (309)	210.12
4/23/2009	GEN 31930	GRAND BLANC CEMENT PRODUCTS INC	MANHOLE BLOCK/BRICKS/PALLET	439.68
4/23/2009	GEN 31931	MICHIGAN PIPE AND VALVE	CULVER CLAMP	37.54

4/23/2009	GEN 31932	MID STATES BOLT AND SCREW CO	18 INCH PIPE WRENCH	37.16
4/23/2009	GEN 31933	ROWE PROFESSIONAL SERVICES CO	CONSTRUCTION ENGINEERING SEYMO	519.25
4/23/2009	GEN 31934	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	200.69
4/23/2009	GEN 31935	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	892.00
4/23/2009	GEN 31936	SWARTZ CREEK AREA FIRE DEPT.	MARCH 09 FIRE SERVICE	3,505.55
4/23/2009	GEN 31937	VERIZON NORTH	APRIL 09 4/10-5/10/09 635-4464	444.37
4/23/2009	GEN 31938	VERIZON NORTH	APRIL 09-4/7-5/7/09 B10-1133	161.10
4/23/2009	GEN 31939	WALDORF AND SONS INC	RESET WATER CLOSET	161.00
4/30/2009	GEN 31940	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	81.88 <u>26.25</u>
				108.13
4/30/2009	GEN 31941	BELL EQUIPMENT CO	SWEEPER MAINTENANCE	1,059.83
4/30/2009	GEN 31942	CITY OF SWARTZ CREEK	PETTY CASH REIMBURSEMENT	142.54
4/30/2009	GEN 31943	DELTA VISION	MAY 09 VISION - RETIREES (3)	13.05
4/30/2009	GEN 31944	DOT FIRST AID AND SAFETY	REPLENISH FIRST AID/CITY HALL REPLENISH FIRST AID/DPW	26.97 <u>132.28</u>
				159.25
4/30/2009	GEN 31945	DURAND RENTALS	2 PORTA JONS/ELMS PARK 3/5-4/2/09	150.00
4/30/2009	GEN 31946	GENESEE CTY DRAIN COMMISSIONER	MARCH 09 COMM/READY TO SERVE	79,691.62
4/30/2009	GEN 31947	KHALIL NEMER	MAY 09 MONTHLY RENT/5438 MILLER AMB BLDG	758.34
4/30/2009	GEN 31948	LANDMARK APPRAISAL CO	APRIL 09 MONTHLY SERVICE	2,233.33
4/30/2009	GEN 31949	PURCHASE POWER	POSTAGE FOR METER	2,018.99
4/30/2009	GEN 31950	SCHAEFER'S OFFICE SOURCE	ENVELOPES AND LABELS	61.53
4/30/2009	GEN 31951	SWARTZ CREEK AREA SENIOR CITZ.	SENIOR CNTR/OPERATIONS/CDBG EXPENDITURE	6,771.00
4/30/2009	GEN 31952	U. S. POST OFFICE	POSTAGE FOR MAY 09 UB BILLING	542.57
4/30/2009	GEN 31953	VERIZON NORTH	4/16-5/16/09 810 TX4-1386	193.69
4/30/2009	GEN 31954	VERIZON NORTH	4/13-5/13/09 635-4495	62.10
4/30/2009	GEN 31955	VERMEER OF MICHIGAN	BLADES & FREIGHT	<u>154.98</u>
TOTAL OF 123 Checks:				170,469.33

From the desk of Fire Chief Brent Cole

DATE: April 15, 2009

TO: Clayton Township Supervisor Bruce Beatty
Township Trustee and Fireboard Representative Greg Childers

SUBJECT: Budget Fund Balance, Sundry & Cost Recovery

At the January 19, 2009, Fireboard meeting, dialog was started recommending the annual fund balance from the fire department operating budget be designated towards capital improvements, specifically future apparatus purchases. It was recommended each elected representative discuss with their municipal leaders and report back their findings to the Fireboard for future consideration.

At the February 16, 2009, Fireboard meeting, City Councilman Dave Hurt reported City Manager Bueche was in favor of this, but pointed out it would have to be drafted into the Fire Agreement. Trustee Childers had not yet been able to discuss the matter with Supervisor Beatty.

With the pending disposal policy being presented to the Fireboard on April 20, 2009, there is a potential for revenue from the disposal of unused or obsolete equipment. It is my suggestion that these sundry moneys also be designated towards capital improvements.

In addition, the Swartz Creek Area Fire Department (SCAFD) Evaluation recommended cost recovery as a means of alternate funding for the SCAFD.

Please find attached documentation (in reverse order) dating back to February 10, 1999, when cost recovery was first proposed to the Swartz Creek Area Fireboard. Included with the documents are cost recovery ordinances that have been gathered by me that may be used as models.

Currently Clayton Township has a cost recovery ordinance for false fire alarms and hazardous materials. Swartz Creek has one for hazardous materials incidents only. The collection is handled by the individual municipalities and with the collected monies going directly to their general funds. I propose, with general accounting practices in place to advise each municipality of the progress of cost recovery, ordinances be adopted that would allow the SCAFD to collect cost recovery and place it aside for future capital improvements.

It should be noted, and to the best of my knowledge, Swartz Creek has a SCAFD capital improvement fund in the amount of almost \$170,000.00. I am unaware of a fund currently in place by Clayton Township.

In summary, provisions would have to be included in the Fire Agreement that directs the SCAFD to handle cost recovery efforts. In addition, cost recovery ordinances would have to be put in place, by each municipality that would allow for collection by the SCAFD.

During these times of economic crisis, exploring other means of providing future capital improvement funding should be considered to help alleviate general fund expenditures.

White Lake Township Fire Department

This language is part of our "Fire Prevention and Protection" Ordinance

Section 112.4 shall be added to read as follows:

112.4 UTILITY COMPANIES. In any case where a response results from an actual or possible hazard created by the construction, operation, maintenance, and/or act of God involving any public or private utility company operating within the Township of White Lake, the utility company shall reimburse the Charter Township of White Lake for all expenses of the response, including utility stand-bys. The decision to render such services or provide such personnel and/or equipment, shall be based either upon the request of a utility, a White Lake Township resident, or upon the sole and exclusive discretion of White Lake Township officials. (amended 11/18/08)

**CITY COMMISSION
CITY OF KENTWOOD
KENT COUNTY, MICHIGAN**

Commissioner Coughlin, supported by Commissioner Cummings, moved the adoption of the following ordinance:

ORDINANCE NO. 14-06

**AN ORDINANCE TO ADD SECTION 2-374, TO ARTICLE 6, CHAPTER 2 OF THE
CODE OF ORDINANCES, CITY OF KENTWOOD, MICHIGAN ENTITLED "FIRE
COST RECOVERY."**

THE CITY OF KENTWOOD ORDAINS:

Section 1. Addition of Section 2-374. That Section 2-374 of the Code of Ordinances, City of Kentwood, Michigan, is hereby added to read in its entirety as follows:

Section 2-374. Recovery of expenses related to certain fire department responses.

(a) *Findings; Purpose.* The City Commission finds that beneficiaries of services should contribute towards their cost. Kentwood residents and taxpayers should not bear all the costs of fire department services, particularly in cases where non-residents or non-taxpayers derive a benefit from that service. This ordinance is adopted to provide authority and a mechanism for the reimbursement of costs for certain fire and emergency services rendered by the Kentwood Fire Department.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings provided in this subsection, except where the context clearly indicates a different meaning:

Assessable costs means those charges and fees incurred by the City as a result of assistance provided by the Fire Department or by a third party on behalf of the City in connection with a Fire Department response to an incident including, but not limited to, the actual labor and material costs (including without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation, costs of materials, costs of transportation, costs of material disposal and costs of contracted labor, legal fees, collection costs, etc.) provided.

Fire Department response means appearing at the scene of a fire incident, traffic or vehicular accident, vehicle extrication, medical response, or hazardous condition, or any investigation in connection with a fire, accident, hazardous condition or hazardous materials incident.

Hazardous condition means an occurrence resulting in a risk to the physical welfare of persons in the immediate area of the situation (such as downed utility lines or gas leaks not in an occupied structure), requiring a Fire Department response.

Person means a natural person, corporation, utility, railroad, partnership or any other entity with legal capacity.

Railroad means any person, partnership, association, or corporation, their respective lessees, trustees, or receivers, appointed by a court, or other legal entity operating in this state either as a common carrier for hire or for private use as a carrier of persons or property upon cars operated upon stationary rails and includes any person, partnership, association, corporation, trustee, or receiver appointed by a court or any other legal entity owning railroad tracks.

Railroad fire means a burning rail car or contents, or burning vegetation (e.g., grass, brush) adjacent to the railroad rails, track, or roadbed originating from railroads/trains passing over the rails, track or roadbed after the Fire Department is on scene for one hour.

Release means any actual or threatened leaking, spilling, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment (including air, soil, ground water and surface water).

Resident means any person who, at the time and date of the Fire Department response, legally resides in the City of Kentwood.

Responsible party means any person who receives Fire Department response services who does not pay property taxes to the City of Kentwood or who is not a resident. When a particular service rendered by or through the Fire Department directly benefits more than one person, the owner of each property benefited and each person benefited (if property protection is not involved), shall be liable for the payment of the full amount of assessable costs. Beneficiaries shall also be responsible jointly and severally for assessable costs billed to the recipient of the service. Parents or guardians shall be responsible for payment of assessable costs incurred by minors.

Taxpayer means any person who pays property taxes to the City of Kentwood directly or through a mortgage escrow or similar arrangement.

Utility means all persons, firms, corporations, partnerships, organizations, municipal or other public authority that provides gas, electric, water, steam, sewer, energy, telecommunications, cable television or other services of a similar nature.

Utility line failure means downed power lines, gas pipeline breaks (including ruptures and punctures), the disabling of any transmission or service line, cable, conduit, pipeline, wire or the like used to provide, collect or transport electricity, natural gas, communication or electronic signals, water, or sanitary or storm sewage, or other

mishaps occurring in connection with the activities of utilities or their suppliers after the Fire Department is on scene for one hour.

(c) A responsible party shall reimburse the City its assessable costs under the following circumstances:

1. Those assessable costs associated with a Fire Department response, regardless of fault, whenever any person is transported by an ambulance or any vehicle is moved by a wrecker or tow truck.
2. Those assessable costs associated with a Fire Department response to hazardous conditions, including utility line failure, hazardous spill or release, or railroad fire.

(d) The provisions of Section 2-374(c) shall not apply to assessable costs associated with fire service performed outside the jurisdiction of the City under a mutual or automatic aid agreement.

(e) *Charges/Fees.* All charges and fees shall be determined as follows:

- i. Hourly Fire Department vehicle (including driver) and equipment cost

$$X = \frac{\text{cost}}{\$1,000} \times \$0.75$$

- ii. Personnel costs (other than vehicle driver) will be charged at the current wage rate, including benefits.
- iii. Replacement costs will be charged for disposable supplies.

(f) *Payment for Services.* The Fire Chief or his designee shall bill responsible parties for the City's assessable costs. Bills shall be sent by first class mail. All bills rendered for charges shall be payable within 30 days of the mailing of the billing.

(g) *Collection of Charges.* A responsible party who fails to pay the bill within 30 days shall be considered in default. The City may file suit in district court to collect any monies remaining unpaid and any costs allowed by law and shall have any and all other remedies provided by law for the collection of the charges.

(h) *Other Remedies.* The recovery of assessable costs imposed under this Code section shall not relieve or limit the liability of any responsible parties under any other local ordinance, state or federal law, rule or regulation. The remedies provided shall apply in all circumstances except as pursuant to Sec. 2-372 and Sec. 2-373 where billing has already occurred.

(i) *Appeal Procedure.* A responsible party who receives a bill under this section may meet with the Fire Chief or designee to request modification of the assessable costs. The person shall request a meeting in writing within 14 calendar days of the date of the invoice.

If, after meeting with the Fire Chief or designee the person is not satisfied, he may request an opportunity to appear before the Safety Committee of the City Commission to seek relief from the assessable costs charged. Such an appeal must be made in writing within 14 calendar days of the date of the meeting with the Fire Chief or designee and specifically identify why the billing should be modified. In its review, the Safety Committee shall consider factors including:

- Degree to which the imposition of assessable costs presents a unique situation unlikely to be repeated
- Whether granting the appeal would do harm to the intent and purpose of this section.

Failure to file a timely written request of appeal constitutes a waiver of the right to relief and further constitutes an agreement to pay the costs involved. The Safety Committee is authorized to affirm, modify or overturn the Fire Chief's determination with respect to the imposition of assessable costs in the event of an appeal.

Section 2. Severability.

Should any provision or part of this Ordinance be declared by a court of competent jurisdiction to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provisions which shall remain in full force and effect.

Section 3. Effective Date.

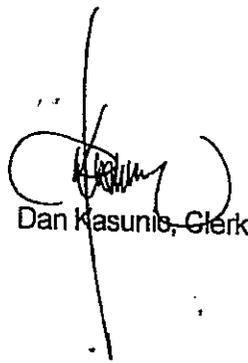
This ordinance shall take effect ten (10) days after publication.

YEAS: Commissioners: Brinks, Brown, Coughlin, Cummings and Mayor Root.

NAYS: Commissioners: Clanton and Raha.

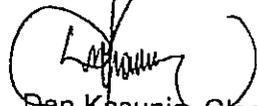
ABSENT: None.

Ordinance No. 14-06 declared adopted.


Dan Kasunis, Clerk

CERTIFICATION

I, Dan Kasunic, the Clerk of the City of Kentwood, certify that the foregoing is a true and accurate copy of an ordinance adopted by the City Commission of the City of Kentwood at a properly noticed regular meeting held on July 5, 2006.

A handwritten signature in black ink, appearing to read "Dan Kasunic", enclosed within a hand-drawn circle. A vertical line extends downwards from the center of the circle.

Dan Kasunic, Clerk

**CITY COMMISSION
CITY OF KENTWOOD
KENT COUNTY, MICHIGAN**

Commissioner Cummings, supported by Commissioner Coughlin, moved the adoption of the following ordinance:

ORDINANCE NO. 15-08

**AN ORDINANCE TO AMEND SECTION 2-374, ARTICLE 6, CHAPTER 2 OF THE
CODE OF ORDINANCES, CITY OF KENTWOOD, MICHIGAN ENTITLED
"RECOVERY OF EXPENSES RELATED TO CERTAIN FIRE DEPARTMENT
RESPONSES"**

THE CITY OF KENTWOOD ORDAINS:

Section 1. Amendment of Section 22-374.

That Section 22-374 of the Code of Ordinances, City of Kentwood, Michigan, is hereby amended to read as follows:

Section 2-374. Recovery of expenses related to certain fire department responses.

(a) *Purpose.* This ordinance is adopted to provide authority and a mechanism for the reimbursement of costs for certain fire and emergency services rendered by the Kentwood Fire Department.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings provided in this subsection, except where the context clearly indicates a different meaning:

Assessable costs means those charges and fees incurred by the City as a result of assistance provided by the Fire Department or by a third party on behalf of the City in connection with a Fire Department response to an incident including, but not limited to, the actual labor and material costs (including without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation, costs of materials, costs of transportation, costs of material disposal and costs of contracted labor, legal fees, collection costs, etc.) provided.

Fire Department response means appearing at the scene of a utility line failure or railroad fire.

Hazardous condition means an occurrence resulting in a risk to the physical welfare of persons in the immediate area of the situation (such as downed utility lines or gas leaks not in an occupied structure), requiring a Fire Department response.

Person means a natural person, corporation, utility, railroad, partnership or any other entity with legal capacity.

Railroad means any person, partnership, association, or corporation, their respective lessees, trustees, or receivers, appointed by a court, or other legal entity operating in this state either as a common carrier for hire or for private use as a carrier of persons or property upon cars operated upon stationary rails and includes any person, partnership, association, corporation, trustee, or receiver appointed by a court or any other legal entity owning railroad tracks.

Railroad fire means a burning rail car or contents, or burning vegetation (e.g., grass, brush) adjacent to the railroad rails, track, or roadbed originating from railroads/trains passing over the rails, track or roadbed after the Fire Department is on scene for one hour.

Release means any actual or threatened leaking, spilling, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment (including air, soil, ground water and surface water).

Utility means all persons, firms, corporations, partnerships, organizations, municipal or other public authority that provides gas, electric, water, steam, sewer, energy, telecommunications, cable television or other services of a similar nature.

Utility line failure means downed power lines, gas pipeline breaks (including ruptures and punctures), the disabling of any transmission or service line, cable, conduit, pipeline, wire or the like used to provide, collect or transport electricity, natural gas, communication or electronic signals, water, or sanitary or storm sewage, or other mishaps occurring in connection with the activities of utilities or their suppliers after the Fire Department is on scene for one hour.

(c) Persons owning, maintaining or operating a public or private railroad or utility shall be responsible for and pay the assessable costs incurred by the City of Kentwood to respond to, assist, manage, monitor, or remediate any emergency concerning or involving a railroad fire or utility line failure.

(d) *Payment for Services.* The Fire Chief or his designee shall determine the total assessable costs and submit the City's bill to the responsible railroad or utility. Bills shall be sent by first class mail. All bills rendered for charges shall be payable within 30 days of the mailing of the billing.

(e) *Collection of Charges.* Bills not paid within 30 days shall be considered in default. The City may file suit in district court to collect any monies remaining unpaid and any costs allowed by law and shall have any and all other remedies provided by law for the collection of the charges.

(f) *Other Remedies.* The recovery of assessable costs imposed under this Code section shall not relieve or limit the liability of any responsible parties under any other local ordinance, state or federal law, rule or regulation. The remedies provided shall apply in all circumstances except as pursuant to Sec. 2-372 and Sec. 2-373 where billing has already occurred.

(i) *Appeal Procedure.* A person who receives a bill under this section may request a meeting with the Fire Chief or his designee to appeal all or part of the assessable costs. The person shall request a meeting in writing within 14 calendar days of the date of the invoice. The Fire Chief or his designee shall have authority to affirm, modify or waive the assessable costs if he finds that: (1) an error was made with respect to the nature of the incident; (2) an error was made in calculating the assessable costs; or, (3) the person to which the bill was sent is not liable under the terms of this section. The Fire Chief or his designee shall mail his determination regarding the appeal within 14 days of the meeting with the appellant, which determination shall identify the basis for the decision.

If, after receiving the Fire Chief or his designee's determination, the person is not satisfied, it may request an opportunity to appear before the Safety Committee of the City Commission to seek relief from the assessable costs charged. Such an appeal must be made in writing within 14 calendar days of the mailing of the Fire Chief or his designee's determination and must specifically identify why the billing should be modified or overturned. In its review, the Safety Committee shall consider the grounds for relief stated herein as well as the following factors: (1) the degree to which the imposition of assessable costs presents a unique situation unlikely to be repeated and (2) whether granting the appeal would do harm to the intent and purpose of this section.

Failure to file a timely written request of appeal constitutes a waiver of the right to relief and further constitutes an agreement to pay the costs involved. The Safety Committee is authorized to affirm, modify or overturn the Fire Chief or his designee's determination with respect to the imposition of assessable costs in the event of an appeal.

Section 2. Severability.

Should any provision or part of this Ordinance be declared by a court of competent jurisdiction to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provisions which shall remain in full force and effect.

Section 3. Effective Date.

Pursuant to the City Charter of the City of Kentwood, this ordinance is declared to be an emergency ordinance by the affirmative vote of not less than two-thirds of the City Commission and so shall become effective immediately upon its date of publication.

YEAS: Commissioners Michael Brown, Robert Coughlin, Richard Clanton, Frank Cummings, Frank Raha III, and Mayor Richard Root.

NAYS: None.

ABSENT: Commissioner Sharon Brinks.

Motion Carried.

Ordinance No. 15-08 declared adopted.

Dan Kasunic, Clerk

I, Dan Kasunic, the Clerk of the City of Kentwood, certify that the foregoing is a true and accurate copy of an ordinance adopted by the City Commission of the City of Kentwood at a properly noticed regular meeting held on November 10, 2008.

Dan Kasunic, Clerk

**CITY OF BURTON
GENESEE COUNTY, MICHIGAN**

ORDINANCE NO. 85 (C)

AN ORDINANCE TO PROVIDE FOR REIMBURSEMENT, FOR ACTUAL COSTS, TO THE CITY FOR THE UTILIZATION OF CITY EMPLOYEES AND EQUIPMENT IN THE EVENT OF A FACILITY MALFUNCTION OF A PUBLIC UTILITY OR HAZARDOUS CONDITIONS ARE CREATED THROUGH NORMAL OPERATIONS REQUIRING THE USE OF BURTON CITY PERSONNEL AND EQUIPMENT.

THE CITY OF BURTON ORDAINS:

Section 1

All public utility companies operating within the City of Burton shall be responsible to reimburse at a rate established by resolution of the City of Burton City Council, for the cost incurred for services rendered by the City of Burton, its agents, officers and employees, for the protection of public safety, as the result of the response to a possible hazard created by the operation of said public utility companies facilities.

Section 2

The Treasurer of the City of Burton shall submit a billing to a public utility company which invoices shall be due within thirty (30) days of the date of the billing.

Section 3

This Ordinance shall be published in a newspaper of general circulation within the City of Burton, Genesee County, Michigan.

This Ordinance is hereby declared to be immediately necessary for the general health, welfare and development of the City of Burton and therefore, declared to be an emergency Ordinance and shall become effective immediately upon publication in a newspaper in circulation in the City of Burton.

This Ordinance shall take effect on April 22, 1997.

Ordinance introduced and adopted on: April 7, 1997

85C.1

Chief Brent Cole

From: michiefs-l-bounces@list.emich.edu on behalf of Henderson, Dan
[henderson@cityofholland.com]
Sent: Thursday, May 29, 2008 09:18
To: Michigan Association of Fire Chiefs
Subject: {Spam?} Re: [MICHIEFS-L] Fees for Services

The Holland Fire Department bills the at fault driver of a motor vehicle accident that result in spills of fuel or other automotive fluids \$100 for small spills, or the actual cleanup cost involved in a large spill. We also charge the actual costs to the department and to the county hazmat team for a hazardous materials incident response. And we bill for certain false fire alarms.
Dan

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

From: michiefs-l-bounces@list.emich.edu
[mailto:michiefs-l-bounces@list.emich.edu] On Behalf Of Randolph Lawton
Sent: Thursday, May 29, 2008 8:35 AM
To: michiefs-l@list.emich.edu
Subject: [MICHIEFS-L] Fees for Services

Does your city fire department bill for services provided? If so, is it done under the authority of a particular state statute?

Thank you.

Randolph Lawton
Fire Chief
Portage Fire Department
7830 Shaver Road
Portage, MI 49024
(269) 329-4488
FAX: (269) 329-4489

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu
<https://list.emich.edu/mailman/listinfo/michiefs-l>

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu
<https://list.emich.edu/mailman/listinfo/michiefs-l>
No virus found in this incoming message.
Checked by AVG.

Version: 8.0.100 / Virus Database: 269.24.3/1472 - Release Date: 5/29/2008 07:27

Chief Brent Cole

From: michiefs-l-bounces@list.emich.edu on behalf of Pat Nelson [pnelson@bridgeportmi.org]
Sent: Thursday, May 29, 2008 09:29
To: Michigan Association of Fire Chiefs
Subject: {Spam?} Re: [MICHIEFS-L] Fees for Services

Randy,

The City of Flint charges for services. If you click on the FAQ link on their website you will get information about the program.
<http://www.ci.flint.mi.us/fire/fire.htm>

Pat Nelson

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

From: michiefs-l-bounces@list.emich.edu
[mailto:michiefs-l-bounces@list.emich.edu] On Behalf Of Randolph Lawton
Sent: Thursday, May 29, 2008 8:35 AM
To: michiefs-l@list.emich.edu
Subject: [MICHIEFS-L] Fees for Services

Does your city fire department bill for services provided? If so, is it done under the authority of a particular state statute?

Thank you.

Randolph Lawton
Fire Chief
Portage Fire Department
7830 Shaver Road
Portage, MI 49024
(269) 329-4488
FAX: (269) 329-4489

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu
<https://list.emich.edu/mailman/listinfo/michiefs-l>

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu
<https://list.emich.edu/mailman/listinfo/michiefs-l>
No virus found in this incoming message.
Checked by AVG.

Version: 8.0.100 / Virus Database: 269.24.3/1472 - Release Date: 5/29/2008 07:27



Flint Fire Department



QUICK LINKS

- Fire Statistics
- Station Locations
- Station Tours
- History
- Photos
- Fire Safety
- Straight Talk
- Safety Videos
- Frequently Asked Questions
- Firefighters Memorial
- Center
- MEMBER
- City of Flint Website

SAFETY TIPS

- Planned Escape From Fire
- Fire Safety In The Home
- Smoke Detectors
- If You Have a Fire

FAQ's Frequently Asked Questions

CONTACT

Phone: 810-762-7336

Fax: 810-762-7340

Emergency Calls Only
9-1-1

FIRE LINKS

- Firefighting.Com
- Michigan Local Fire News
- Fire & EMS Network
- Sparky the Fire Dog



1. I already pay taxes, why should I be charged additional fees for using fire services? The taxes levied in the City of Flint allow for the provision of actually having a professional fire department. The fees charged for the service represent our costs of actually responding to fires and emergencies.

The City of Flint, for a very long time, was able to provide these services without charging additional fees. Recently, however, continued reductions in state revenue sharing and other revenue shortfalls have put the emphasis on finding areas where we have been providing services for free that other communities are charging for.

2. How were the charges decided upon? The charges were calculated by examining two types of information. First, the Fire Department and Administration surveyed what other communities of the same size were charging for fire services. Secondly, we examined what the typical insurance policy allowed for. The aim of this program is to allow the City of Flint to recoup as much as possible from the provisions in the typical insurance policy, without cause excessive hardship on residents.

3. How long do I have to pay for my bill? The timeframe for payment of fire service bills is the same as for typical city bills, 30 days. However, if you cannot pay in a timely manner, do not simply not pay the bill, it is best to contact the City Treasurer's office at 810-766-7015. They have representatives that are trained to help people meet their financial obligations in the best way possible.

4. Whom can I contact with questions regarding my bill? If the question is regarding the nature of the bill, or dispute the validity of the bill, you may contact the Fire Financial Coordinator at 810-762-7336 extension 5105.

If the question is regarding the payment or arrangements to make payment, please contact the Customer Service Center at 810-766-7015.

5. Where do I mail my check? Make all checks payable to: Treasurer, City of Flint. Be sure to reference the City Bill number which is on all bills from the City of Flint. Mail payments to: Treasurer, City of Flint, 1101 S. Saginaw St., Flint, MI 48502.

Chief Brent Cole

From: michiefs-l-bounces@list.emich.edu on behalf of Jim DuVall [jduvall@ada.mi.us]
Sent: Thursday, May 29, 2008 09:32
To: 'Michigan Association of Fire Chiefs'
Subject: {Spam?} Re: [MICHIEFS-L] Fees for Services

Ada Township has a public safety millage which supports the Fire Department and therefore I am reluctant to bill for services. However we do bill the insurance companies \$500 for a structure fire as this is in most home owner policies as a fee they will pay. We have no ordinance so if the insurance company refuses to pay we have no recourse but so far all have paid. Not a lot of money but it helps.

Jim DuVall
Fire Chief
Ada Twp. Fire Dept.
616-676-2376
jduvall@ada.mi.us

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

From: michiefs-l-bounces@list.emich.edu
[mailto:michiefs-l-bounces@list.emich.edu] On Behalf Of Randolph Lawton
Sent: Thursday, May 29, 2008 8:35 AM
To: michiefs-l@list.emich.edu
Subject: [MICHIEFS-L] Fees for Services

Does your city fire department bill for services provided? If so, is it done under the authority of a particular state statute?

Thank you.

Randolph Lawton
Fire Chief
Portage Fire Department
7830 Shaver Road
Portage, MI 49024
(269) 329-4488
FAX: (269) 329-4489

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu
<https://list.emich.edu/mailman/listinfo/michiefs-l>

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu
<https://list.emich.edu/mailman/listinfo/michiefs-l>
No virus found in this incoming message.
Checked by AVG.

Version: 8.0.100 / Virus Database: 269.24.3/1472 - Release Date: 5/29/2008 07:27

Chief Brent Cole

From: michiefs-l-bounces@list.emich.edu on behalf of Frank Post [fpost@emmett.org]
Sent: Thursday, May 29, 2008 10:19
To: Michigan Association of Fire Chiefs
Subject: {Spam?} Re: [MICHIEFS-L] Fees for Services
Importance: High
Attachments: ATT00010.txt

The Decision to Charge for Emergency Services is a difficult one. Nearly all events did not involve township residents, however, the township resident was paying the bill. We made our decision based on 6 miles of interstate highway and 22 miles of M roads in the township. Based on an analysis we did, we had significant time and resources tied up in vehicular extrication and Haz Mat costs and almost all were vehicle related. We have intentionally stayed away from those services that are heavily use by our residence.

Since April 1st we have had 4 events and have recovered around \$13,000 from insurance companies.

As you well know 1 significant event could break a budget. 3 years ago we had 2 semi demolished in an accident and I had equipment and personnel there for 20 hours. The insurance companies paid \$60,000. without batting an eye.

BELOW IS OUR COST RECOVERY ORDINANCE

Sec. 22-1. Cost recovery for emergency services.

(a) Purpose of section. The purpose of this section is to enable the township to require reimbursement from those individuals and property owners receiving direct benefits from emergency police or fire protection services provided by the township department of public safety and, to the extent permitted by law, from those responsible for the leaking, spilling or escape of dangerous or hazardous substances or materials, thereby requiring cleanup and disposal by the township or its agents.

(b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Dangerous or hazardous substance or material means any material or substance that has been identified by township, state or federal laws or regulations to be limited to such substances as chemicals and gases, explosives, radioactive materials, petroleum products or gases, poisons, etiologic (biologic) agents, flammables and corrosives, or substances that are obnoxious by reason of odor, spillage, leakage or other release from their containers. Specifically, hazardous substance includes hazardous chemicals as defined by the state department of public health and the state department of labor; hazardous materials as defined by the U.S. Department of Transportation; chemical materials and polluting materials as defined by the state department of natural resources; hazardous waste as defined by the state department of natural resources and hazardous materials as defined in the Comprehensive Environmental Response, "Superfund," as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 USC 9601. A dangerous or hazardous substance or material is considered released from its container, when in the determination of the director of the department of public safety or his authorized representative, it poses a direct danger or threat of harm to human or animal life, health or safety and welfare of the public or environment. A hazardous substance can also be a noxious odor that is determined by the director of the department of public safety, or his authorized representative, to

constitute a danger or threat to the public health, safety or welfare.

Emergency response means:

- (1) The providing, sending and/or utilizing of police, firefighting, emergency medical and rescue services by the township, or by a private individual or corporation operating at the request or direction of the township, to an incident resulting in an accident involving a motor vehicle where one or more of the drivers were operating the motor vehicle under the influence of or while impaired due to the consumption of an alcoholic beverage or controlled substance or the combined influence of an alcoholic beverage and a controlled substance;
- (2) An incident resulting in a traffic stop and arrest by a police officer when a driver was operating the motor vehicle while under the influence of or while impaired due to the consumption of an alcoholic beverage and/or controlled substance; or
- (3) The providing, sending and/or utilizing of public service, police, firefighting or rescue services, including resuscitator service, to the scene of a fire, accident involving a motor vehicle, scene of a release of a hazardous substance, or scene of other emergency situation.

Expense of emergency response means the costs associated with the occurrence of an emergency response as set forth in this subsection. The expenses of making an emergency response, as set forth in this subsection, shall include the costs connected with the administration, abatement and mitigation provision and analysis of chemical tests, if applicable. These costs shall be set by board resolution.

Unrecycled waste oil means a hazardous substance which may cause health and environmental problems.

(c) Liability; presumptions.

- (1) The owner or lessor or operator of a fixed facility to which there is an emergency response by the township shall be presumed liable for the costs of an emergency response.
- (2) Any person or vehicle owner/or the lessee who owned or operated a motor vehicle or other transporter, which operation results in an emergency response, shall be responsible and liable for the expenses of the emergency response.
- (3) Any individual who is the object of an emergency response by the township shall be presumed liable for the costs of the emergency response.
- (4) Any person is liable for the expense of an emergency response, if while under the influence or while impaired due to the consumption of an alcoholic beverage or controlled substance, or the combined influence of an alcoholic beverage and controlled substance, such person's operation of a motor vehicle proximately causes any incident resulting in emergency response.
- (5) Presumptions are as follows:
 - a. For purposes of subsection (c)(4) of this section, a person is under the influence of an alcoholic beverage or controlled substance, or the combined influence of an alcoholic beverage and a controlled substance, when due to drinking alcohol the person's ability to operate a motor vehicle in a normal manner is substantially lessened or, because of drinking alcohol, a person's mental or physical condition is significantly affected and he is no longer able to operate a motor vehicle in a normal manner. Further, it shall be presumed that a person was operating a motor vehicle while under the influence of an alcoholic beverage if a chemical analysis of his blood, urine or breath indicates that the amount of alcohol in his blood was in excess of 0.10 percent.
 - b. For purposes of subsection (c)(5) of this section, a person is operating while impaired, when due to the consumption of alcohol or a controlled substance, or the combined influence of an alcoholic beverage and a controlled substance, the person operates a motor vehicle with less ability than would an ordinary careful driver. The person's driving ability must have been lessened to the point that it would have been noticeable to another person. Further, it shall be presumed that a person was operating a motor vehicle while impaired if a chemical analysis of his blood, urine or breath indicated that the amount of alcohol in his blood was in excess of 0.07 percent.
- (6) The expense of an emergency response shall be a charge against the person liable for the expenses under this section. The charge constitutes a debt of that person and is collectible by the township for incurring those costs in the same manner as in the case of an obligation under a contract, express or

implied.

(7) The township board of trustees shall, by resolution, adopt a schedule of the costs included within the expense of an emergency response. This schedule shall be available to the public from either the township clerk or the township department of public safety.

(d) Liability; hazardous or toxic substance or materials.

(1) It shall be the duty of any person and any other entity which causes or controls leakage, spillage or any other dissemination of a dangerous or hazardous substance or material to immediately remove such and clean up the area of such spillage in such manner that the area involved is fully restored to its condition before such occurrence. The department of public safety will inspect the site to make sure the cleanup is in compliance with local, state and federal guidelines.

(2) Any such person or entity who fails to comply with this section by failing to cleanup without delay a hazardous substance release shall be liable to and shall pay the township for its costs and expenses, including the costs incurred by the township of any party which it engages, for the complete abatement, mitigation, cleanup and restoration of the affected area.

(e) Cost recovery for hazardous conditions concerning dangerous substances.

(1) The department of public safety shall be entitled to recover all costs and damages incurred in conjunction with emergency incidents involving the release or threatened release of hazardous/toxic materials or the creation of hazardous conditions concerning dangerous or hazardous materials or substances. Such costs and damages shall include, but not be limited to, those associated with incident abatement, cleanup and mitigation, including any related third-party costs, which are necessary to ensure the safety of the township and its populace and buildings.

(2) Such costs and damages shall be the responsibility of the individual to whom emergency response was provided or, if such emergency response involves motor vehicles or property, shall be the joint and several responsibility of the owner and/or operator, and/or the owner's or operator's insurance carrier, of the property, equipment, vehicle or container causing or contributing to any emergency incident or hazardous condition of extended duration.

(f) Civil liability. This section shall be construed to create responsibility and liability of a civil nature on the part of the individual to whom emergency response has been provided or, if such emergency response involves a motor vehicle or property, responsibility and liability of a civil nature on the part of the operator and/or owner, as well as to the appropriate no-fault insurance carrier. This section shall not be construed to conflict, contravene or enlarge or reduce any criminal liability or responsibility, including fines imposed by a judge on a driver for operating a motor vehicle while under the influence of an alcoholic beverage and/or controlled substance. Nor shall this section be construed to impose criminal sanctions based solely on this section as to the responsible party creating the need for an emergency response. The township finance department or its designee shall, within a reasonable time of receiving itemized costs incurred for emergency response, submit a bill for same by first class or personal service to a person or entity liable for these expenses as enumerated under this section. Such bill shall require full payment in 30 days from the date of billing. The township may proceed by suit in a court of appropriate jurisdiction to collect any monies remaining unpaid to the expiration of 30 days from billing and shall have any and all other remedies provided by law provided for the collection of such charges. In addition, if any person or entity fails to reimburse the township as provided and such person or entity is the owner of the affected property, the township shall have the right and power to add any and all costs of emergency response to the tax roll as to any such property, and to levy and collect such costs in the same manner as provided for the levy and collection of real property taxes against such property. This remedy is in addition to any other remedy available to the township allowed by law.

(Ord. No. 47, §§ 1--7, 5-9-1996; Ord. No. 2000-01, 2-10-2000)
Secs. 22-2--22-30. Reserved.

I HOPE IT HELPS

Frank Post, Director

Emmett Township Department of Public Safety
620 Cliff St.
Battle Creek, MI 49014-6421
Phone: 269-968-9303 Ext.701
Fax: 269-968-3084
E-mail: fpost@emmett.org
web site: http://www.emmett.org

DISCLAIMER: This email and any attached documents may contain confidential information, belonging to the sender that is legally privileged. This information is intended only for the use of the individual or entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party and is required to destroy the information after its initial need has been fulfilled.

If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this email in error, please notify the sender immediately and delete all copies of the email from your system.

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

From: michiefs-l-bounces@list.emich.edu [mailto:michiefs-l-bounces@list.emich.edu] On Behalf Of Randolph Lawton
Sent: May 29, 2008 8:35 AM
To: michiefs-l@list.emich.edu
Subject: [MICHIEFS-L] Fees for Services

Does your city fire department bill for services provided? If so, is it done under the authority of a particular state statute?

Thank you.

Randolph Lawton
Fire Chief
Portage Fire Department
7830 Shaver Road
Portage, MI 49024
(269) 329-4488
FAX: (269) 329-4489

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu
<https://list.emich.edu/mailman/listinfo/michiefs-l>

No virus found in this incoming message.
Checked by AVG.
Version: 8.0.100 / Virus Database: 269.24.3/1472 - Release Date: 5/29/2008 07:27

Chief Brent Cole

From: michiefs-l-bounces@list.emich.edu on behalf of somersetfd [somersetfd@frontiernet.net]
Sent: Thursday, May 29, 2008 10:21
To: 'Michigan Association of Fire Chiefs'
Subject: [Spam?] Re: [MICHIEFS-L] Fees for Services

We charge for MVA's if the people do not live in our area. We also charge the insurance company's for any structure fires we assist on outside of our area. It is done under our Township ordinance. We charge \$250 an hour per truck and \$12.50 an hour per man with minimum of \$750 regardless if we do traffic control or extrication.

Scott A Friess
Fire Chief
Somerset Township Fire Department
12715 E. Chicago Rd.
Somerset Center, MI 49282
517-688-4406, Fax 517-688-9193
somersetfd@frontiernet.net

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

From: michiefs-l-bounces@list.emich.edu
[mailto:michiefs-l-bounces@list.emich.edu] On Behalf Of Randolph Lawton
Sent: Thursday, May 29, 2008 8:35 AM
To: michiefs-l@list.emich.edu
Subject: [MICHIEFS-L] Fees for Services

Does your city fire department bill for services provided? If so, is it done under the authority of a particular state statute?

Thank you.

Randolph Lawton
Fire Chief
Portage Fire Department
7830 Shaver Road
Portage, MI 49024
(269) 329-4488
FAX: (269) 329-4489

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu
<https://list.emich.edu/mailman/listinfo/michiefs-l>

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 269.24.1/1470 - Release Date: 5/28/2008 7:20 AM

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 269.24.3/1472 - Release Date: 5/29/2008 7:27 AM

MICHIEFS-L mailing list
MICHIEFS-L@list.emich.edu

DIVISION 2. CHARGES FOR SERVICES

Sec. 30-61. Purpose of division.

This division is adopted to establish charges for certain Fire Department services and collection of such charges.

(Ord. No. 2-98, § 1, 8-16-1998)

Sec. 30-62. Fees for false alarms.

Whenever the Fire Department responds to two or more false alarms within a 12-month period, the alarm system user shall pay fees assessed for false alarms as designated in this division.

(Ord. No. 3-93, § 3, 8-16-1993)

Cross references: Emergency services, ch. 22.

Sec. 30-63. Charge for services or incidents.

Any recipient of Fire Department services or any person involved in the incidents listed in subsections (1) through (4) of this section shall pay charges for such services in accordance with section 30-66.

(1) Medical first response, technical rescue, extrication, or other Fire Department services provided for any accident or fire involving or related to any motor vehicle, trailer, aircraft, boat, snowmobile, watercraft or other vehicle owned or operated by a nonresident of the Township.

(2) Fire department response to any fire which could be set with a permit but for which a permit has not been obtained.

(3) Fire department response to any fire which could be set with a permit but which becomes uncontrolled regardless whether a permit was obtained.

(4) Medical first response, technical rescue, extrication or other Fire Department services provided to any nonresident of the Township within the public areas of the Township such as golf courses, rivers or parks.

(Ord. No. 2-98, § 2, 8-16-1998)

Sec. 30-64. Payment for services.

The Township Treasurer in consultation with the Township Supervisor and Fire Chief shall prepare an invoice for the Fire Department services described in section 30-63 in the amounts described in section 30-66, for delivery by first class mail to the person receiving the Fire Department services described in section 30-63, or to the person initiating or originating any fire described in subsection 30-63(2) or 30-63(3). The invoice shall be due and payable within 30 days of the date of mailing. The Township shall charge a late fee of one percent per month for each month the invoice remains unpaid.

(Ord. No. 2-98, § 3, 8-16-1998)

Sec. 30-65. Collection for charges.

The Township may pursue any remedy or institute any appropriate action or proceeding in a court of competent jurisdiction to collect charges imposed by this division. When a particular service is provided to more than one person or property, each person benefited and each property owner benefited shall be jointly and severally responsible for payment of the full charge for the service rendered.

(Ord. No. 2-98, § 4, 8-16-1998)

Sec. 30-66. Charges imposed.

(a) Any recipient of the services described in section 30-63 shall be responsible for payment of all costs or expenses incurred by the Township in providing such services, including but not limited to:

(1) Costs or expenses incurred by the Township Fire Department and other public officials or body, including all actual out-of-pocket expenses attributable to the services, costs of equipment, operations and personnel, costs of materials used and other incidental costs incurred by the Township as a result of the services;

(2) Other expenses incurred by the Township or its agents in providing the services, including equipment, labor, consultants, legal and engineering fees, the replacement costs of extinguishing agents, and supplies; and

(3) Costs incurred in accounting for the services rendered, including billing and collecting costs and attorneys fees, including the costs of dispatch services.

(b) Specific charges for certain of these services shall be as established by resolution. (Ord. No. 2-98, § 5, 8-16-1998)

Schedule of Charges for Fire Department Services
Pursuant to Ordinance No. 2-98
Effective _____, 2007

1. Rescue Truck	\$250.00 per hour
2. Fire Engine/Tanker	\$450.00 per hour
3. Aerial Ladder Truck	\$450.00 per hour
4. Extrication/Technical Rescue	\$350.00 per hour
5. Firefighter	\$25.00 per hour
6. Dispatch Fee	\$17.00 per call

Fire Chief Brent Cole

From: Sharon Stoia [sstoia@whitelaketwp.com]
Sent: Wednesday, June 13, 2007 13:46
To: Tony Maltese
Subject: WHITE LAKE TOWNSHIP FIRE PREVENTION ORDINANCE 122, SECTION 112.5 UTILITY COMPANIES (COST RECOVERY)

This is the language I use on cost recovery invoices when we bill utility companies.

White Lake Township Fire Prevention Ordinance 122, Section 112.5 UTILITY COMPANIES:
In any case where an emergency response results from an actual or possible hazard created by the construction, operation, maintenance, and/or Act of God involving any public or private utility company operating within the Township of White Lake, the utility company shall reimburse White Lake Township the costs and expenses incurred by the Township, its agents, officers, and employees. The decision to render such services, or provide such personnel and/or equipment, shall be based either upon the request of a utility, a White Lake Township resident, or upon the sole and exclusive discretion of White Lake Township Officials. (Added 10/21/03 Published 10/29/03 Effective 10/29/03)



FAX

Flushing Fire Department
723 E. Main Street
Flushing, Michigan 48433

Date 1-4-06
Number of pages including cover sheet 4

TO: B/C
Phone
Fax Phone 635-7461

FROM: Ron Downing
Fire Chief
Phone (810) 659-1241
Fax Phone (810) 659-7176

REMARKS: Urgent For your review Reply ASAP Please Comment

3 pages of COST Recovery
ORDINANCE.

INVOICE TO FOLLOW

RD

Chapter 137

RECOVERY OF COSTS OF EMERGENCY RESPONSES*

- § 137.01. Findings.
- § 137.02. Definitions.
- § 137.03. Liability and expense of an emergency response.

Sec. 137.01. Findings.

The City of Flushing finds that a significant number of traffic arrests and traffic accidents in the city involve drivers who are operating a motor vehicle while under the influence of alcoholic beverages and/or controlled substances. In addition, the city finds that there is a greater likelihood of personal injury and property damage in traffic accidents involving drivers who were operating a motor vehicle while under the influence of alcoholic beverages and/or controlled substances. As a result, an additional operational and financial burden is placed upon the city's police, firefighting and rescue services by persons who are operating a motor vehicle while under the influence of alcoholic beverages and/or controlled substances. The city further finds that a disproportionate part of the expenses of other catastrophes including train derailment and power station failures falls on the public. As a result, an additional financial burden is placed on the city, police and firefighting and rescue services by these catastrophes. (Ord. No. 137, § 1, 5-28-91; Ord. of 1-24-94)

Sec. 137.02. Definitions.

When used in this chapter, the following terms shall have the following meanings:

- (a) *Emergency response:*
 - (1) The providing, sending and/or utilizing of police, firefighting, emergency medical and/or rescue services by the city, or by a private individual or corporation operating at the request or direction of the city, to an incident resulting in an accident involving one (1) or more motor vehicles operated by one (1) or more drivers who were impaired by or under the influence of an alcoholic beverage and/or controlled substance; or
 - (2) The providing, sending and/or utilizing of police, firefighting, emergency medical and/or rescue services by the city, or by private individual or corporation operating at the request or direction of the city, to an incident resulting in a traffic stop and arrest involving a driver who was operating a motor vehicle while impaired by or under the influence of an alcoholic beverage and/or controlled substance by a police officer; or
 - (3) The providing, sending and/or utilizing of police, firefighting, emergency medical and/or rescue services by the city, or by private individual or corporation operating at the request or direction of the city to an incident resulting from a train derailment or power station failure.

*Cross reference—Driving under the influence of alcohol or controlled substances.

(b) *Expenses of an emergency response:* The direct and reasonable costs incurred by the city or by a private person or corporation operating at the request or direction of the city, in the course of emergency response to the incident, including the costs of providing police, firefighting, emergency medical and/or rescue services at the scene of the incident. These costs further include all of the salaries and wages of the city personnel responding to the incident, all salaries and wages of the city personnel engaged in investigation, supervision and reporting preparation, all costs connected with the administration and preparation of all chemical tests of the driver, blood, breath or urine, and all costs related to any prosecution of the person causing the incident, and all costs relating to any prosecution of the person causing the incident, including the city attorneys.

(Ord. No. 137, § 2, 5-28-81; Ord. of 1-24-84)

Sec. 137.03. Liability and expense of an emergency response.

(a) *Person responsible:*

- (1) A person is liable for the expense of an emergency response if, while impaired by or under the influence of an alcoholic beverage or controlled substance, or the combined influence of an alcoholic beverage and a controlled substance, such person's operation of a motor vehicle proximately causes any incident in an emergency response.
- (2) A person or business entity is liable for the expense of an emergency response if at the time of the incident it was the owner or operator of a train engine involved in a train derailment or the owner or operator of a power station involved in a power station failure which causes any incident resulting in an emergency response.

(b) *Who is impaired; presumption:* For the purpose of this chapter, a person is impaired by or under the influence of an alcoholic beverage or a controlled substance, or the combined influence of an alcoholic beverage and controlled substance, when his or her physical or mental abilities are impaired to a degree that he or she no longer has the ability to operate a motor vehicle with ordinary prudence. Further, it shall be presumed that a person was operating a motor vehicle while impaired by or under the influence of an alcoholic beverage if a chemical analysis of his or her blood, urine or breath indicates that the amount of alcohol in his or her blood was in excess of seven one-hundredths of one percent (0.07%).

(c) *Charge against person:* The expense of an emergency response shall be a charge against the person liable for the expenses under this ordinance. The charge constitutes a debt of that person and is collectible by the city in the same manner as in the case of an obligation under an expressed or implied contract.

(d) *Alternative method of collection of expenses of emergency response in form of collection of costs at the time of sentencing:* In the event that a person is found guilty by a judge or jury of, enters a plea of guilty to, or enters a plea of "no contest" to a violation of any statute of the State of Michigan, or ordinance of the City of Flushing, prohibiting the operation of a motor vehicle while under the influence of an alcoholic beverage or a controlled substance, or a combination thereof, or of any lesser included offense, then at the time of imposition of a sentence by the court, the costs shall be assessed by the court, in addition to costs assessed

RECOVERY OF COSTS

§ 137.03

under the provisions of any other statute or ordinance, in an amount equal to the expenses of an emergency response at the time of the incident for which the person is being sentenced. The amount of such costs shall be set forth in an affidavit filed by the city with the court prior to sentencing. The charges for the individual items of expense shall not exceed those set forth in the schedule of costs adopted by the city pursuant to subsection (e) below.

Such costs shall be paid to the clerk of the court for transmittal to the treasurer of the city in accordance with the procedure to be established by the mutual agreement.

(e) *Costs and recovery schedule:* The city shall, by resolution, adopt a schedule of the costs included in an emergency response. Such schedule shall be available to the public from either the city clerk or the police department.

(f) *Billing:* The chief of police, or his or her designee, may, within ten (10) days of receiving itemized costs, or any part thereof, incurred for an emergency response, submit a bill for these costs by first class mail or personal service to the person liable for the expenses as enumerated under this ordinance, unless such costs are to be taxed by a court pursuant to subsection (d) above. The bill(s) shall require full payment within thirty (30) days from the date of service.

(g) *Failure to pay:* Any failure by the person described in this ordinance as liable to pay the bill for the expense of an emergency response within thirty (30) days of service shall be considered in default. In case of default, the city may commence civil suit to recover such expenses plus any costs allowed by law.

Ord. No. 137, § 3, 5-28-91; Ord. of 1-24-94

GAINES TOWNSHIP FIRE DEPARTMENT

9255 GRAND BLANC ROAD
GAINES, MICHIGAN 48436

FIRE CHIEF WILLIAM L. MILLER

TO: Chief Colo

PHONE 635-2300

FROM: GTFD

FAX 635-7461

PHONE 635-8000

FAX 635-0981

CC: _____

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, 3

SUBJECT: Ordinance

COMMENTS: Per your Request - Cost
Recovery - And Again it is
Very Basic But Effective as
Written
Request
Bill

TOWNSHIP OF GAINES
ORDINANCE NO 63-

An Ordinance to establish charges for certain services rendered by or through the Gaines Township Fire Department, and for collection of such charges.

THE TOWNSHIP OF GAINES ORDAINS:

Section I.

All expenses incurred by the Township, and its Fire Department, in the course of rendering other than normal emergency services, where the equipment, personnel, and supplies are utilized, shall be due and payable to the Township from the recipient or benefactor of such. Included, by definition, shall also be any charges incurred by the Township, or its fire department, in obtaining additional equipment, supplies or materials reasonably deemed necessary to render such emergency services, or to protect the general health and safety of the public after the emergency situation has abated.

Section II.

Such expenses shall be charged to the recipient or benefactor at the rate of 110% of the actual expense incurred by the Township or the Fire Department.

Section III.

All of such charges as defined herein shall be due and payable to the Township within thirty (30) days from the date of the rendering of such service.

Should any such charges not be paid as required, the Township may institute appropriate legal action to collect all such funds due it, specifically including actual attorney fees and costs.

Section IV.

Whenever there is more than one recipient or benefactor of such service, each such person or entity shall be jointly and severally liable for such charge.

Section V.

Whenever the person or entity who caused the emergency to arise, or who is responsible for the emergency event to occur, can be ascertained, such person or entity shall also be responsible to pay such charges to the Township.

Section VI

This ordinance shall not apply to emergency situations wherein the Township or the Fire Department are not required to incur any out-of-pocket expenses in excess of the payment of wages to firemen for responding to the emergency, the use of regular supplies and equipment of the Township or its Fire Department, or those situations as determined by the Township Board to be, reasonably and properly, situations wherein such charges should not be collected for the general welfare and good of the Township.

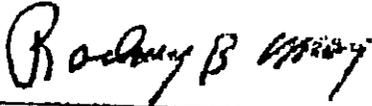
Section VII

Should any provision, part or section of this ordinance be declared to be invalid or unenforceable, by any court or subsequent legislative act, such shall not affect the validity or enforceability of the balance of this ordinance, which shall remain in full force and effect.

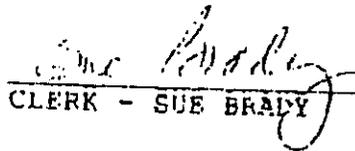
Section VIII

This Ordinance shall take effect immediately upon adoption and publication thereof.

We, the undersigned Supervisor and Clerk of the Township of Gaines, Genesee County, Michigan, do hereby certify that the above Ordinance 463 was passed on the 21st day of March, 1997.



SUPERVISOR - RODNEY B. MAY



CLERK - SUE BRADY

20

Venice Twp FD

Baker Insurance Agency

Insurance and Investment Services
11931 Main St, PO Box 6 Lennon, MI 48449

Phone: 810 621-3400 Toll Free: 800 895-7228 Fax: 810 621-3406

Being Transmitted To: Brent

Fax Telephone Number: 810635-7461

Attr: _____

Date: 1/10/06 Time: _____

Sent By: Bill

Total # of pages including cover sheet: 4

Comments or special instructions: _____

I think this is most
current Ordinance

Bill

Bill

**VENICE TOWNSHIP
FIRE CHARGES ORDINANCE
ORDINANCE NUMBER 94-12-1**

AN ORDINANCE TO ESTABLISH CHARGES FOR FIRE DEPARTMENT SERVICES UNDER MICHIGAN PUBLIC ACT 33 OF 1951, AS AMENDED (COMPILED LAW 41.801 etc.) AND TO PROVIDE METHODS FOR THE COLLECTION OF SUCH CHARGES AND EXEMPTIONS THEREFROM.

THE TOWNSHIP OF VENICE, SHELWASSEE COUNTY, MICHIGAN ORDAINS:

Section 1: PURPOSE

This Ordinance is adopted for the purpose of providing financial assistance to the Township in the operation of its fire department from those receiving direct benefits from the fire protection service, but who do not pay real property taxes to the Township due to their lack of real property ownership in the Township and/or transient contacts. It is the further purpose of this Ordinance to charge fees for funding, in part, of the fire department operation so that the Township Fire Department can be maintained to extinguish fires and perform other emergency services within the Township.

Section 2: RECIPIENT

For purposes of this Ordinance, Recipient means the real and/or personal property owner and/or those legal entities having a legal ownership or rental interest therein and/or who have by reason of various circumstances either directly or indirectly, and either voluntarily or involuntarily require the Venice Township Fire Department to provide services.

Section 3: CHARGES

Whenever the Township performs by and through the Township Fire Department any of the following enumerated services, the recipient (as defined above) shall pay to the Township, a fee of \$100.00 per hour, per truck but no less than \$200.00 minimum and in addition, all out-of-pocket expenses incurred by the Township Fire Department.

- A. Grass Fire
- B. Rubbish Fire
- C. Automobile Fire
- D. House Fire
- E. Fire in a Commercial Establishment
- F. Fire in a Multiple-Family Building

- G. Aircraft Fire
- H. Train Fire
- I. Truck Fire
- J. Forest Fire
- K. Any Hazardous Waste and/or Hazardous Material Spill and/or Clean up
- L. Other Services not Specifically Enumerated

Section 4: TIME FOR PAYMENT FOR RUN

All charges by the Township to the recipient shall be due and payable within 30 days from the date of billing by the Township to the recipient. Default of payment shall be collectible through proceedings in any court of competent jurisdiction as a matured debt, and said debt shall draw interest of no less than 6% per annum or the highest rate available by law.

Section 5: EXEMPTIONS

The following entities, properties and services shall be exempt from the foregoing charges:

- A. False Alarms;
- B. Fires involving Township buildings, grounds and/or property;
- C. Fire service performed outside the jurisdiction of the Township under a mutual aid contract with another municipality;
- D. Legal entities that own real property in the Township, except railroads due to the transient nature of their activities;
- E. Residents of the Township.

Section 6: COLLECTION OF CHARGES

The Township may proceed in District Court by suit to collect any monies remaining unpaid and shall have any and all other remedies provided by law for the collection of said charges.

Section 7: NON-EXCLUSIVE CHARGE

The foregoing rates and charges shall not be exclusive of the charges that may be made by the Township for the costs and expenses of maintaining a fire department, but shall only be supplemental thereto. Charges may additionally be collected by the Township through general taxation after a vote of the electorate approving the same or by a special assessment established under the Michigan Statutes pertinent thereto. General fund appropriations may also be made to cover such additional costs and expenses.

22

Brent

From: "Brent" <bcole@cityofswartzcreek.org>
To: "Bueche, Paul" <pbueche@cityofswartzcreek.org>
Sent: Thursday, January 19, 2006 08:31
Subject: Cost Recovery

Paul,

By now I'm sure you've had a chance to review the documents I included with the Fireboard packet associated with cost recovery.

I was charged with sending a letter to each municipality. I'd rather just sit down with you to discuss the matter as it was presented. At that time I can discuss what was advised me by Shumaker in a phone conversation yesterday.

I realize you have a meeting with Shumaker tomorrow, but I'm sure it is not your intention for me to be there.

If you can find some time next week, before noon, I'd appreciate it.

Sincerely,

Brent

deposits from bidders not awarded the contract within seventy-two (72) hours following council action. If any successful bidder fails or refuses to enter into the contract awarded to him within ten (10) days after being notified of such award, or should he/she file any bond required within the same time, the deposit accompanying his/her bid shall be forfeited to the city and the council may, in its discretion, award the contract to the next lowest competent bidder.

(Ord. No. 109, § 6, 8-26-74; Ord. No. 313, § 1, 11-13-95)

Sec. 2-405. Prohibitions.

(a) No contract or purchase shall be subdivided to avoid the requirements of this division.

(b) The purchasing agent, all officers and/or employees of the city are expressly prohibited from accepting, directly or indirectly, from any person doing business with the city, any rebate, gift, money, or anything of value without express prior approval of the council.

(Ord. No. 109, § 7, 8-26-74)

Sec. 2-406. Inspection of material.

The responsibility for the inspection and acceptance of all materials, supplies, and equipment shall rest with the purchasing agent, provided that he may delegate such responsibility to a department head.

(Ord. No. 109, § 8, 8-26-74)

Sec. 2-407. Emergency purchases.

If an emergency or an apparent emergency endangering the public peace, health and/or safety of the city should arise, and the delay of established purchasing procedures would vitally affect the welfare of the city, the purchasing agent, finance officer, or any department head may purchase directly any supplies, materials, or equipment that the department head deems to be immediately necessary. Within seventy-two (72) hours from the time of purchase, the purchaser shall file in writing with the purchasing agent a detailed explanation of the necessity for any purchases, in addition to a request for such pur-

chases. The purchasing agent shall submit the statement to the council no later than its next regular meeting before payment thereof may be authorized, unless such purchase is within the provisions of section 2-403(a)(4).

(Ord. No. 109, § 9, 8-26-74)

Sec. 2-408. Cooperative purchases.

The council or purchasing agent shall have the power to enter into purchase contracts with other governmental units and/or other political subdivisions, if there exists an opportunity for a saving to the city and/or where the council determines that it would be in the best interest of the city, provided that the council shall give its prior approval to such purchasers.

(Ord. No. 109, § 10, 8-26-74)

Sec. 2-409. Sale of property.

Whenever any city property, real or personal, is no longer needed for corporate or public purposes, the same may be offered for sale in accordance with the restrictions established by Section 13.3 of the Charter, provided that utility plants and property may be disposed of only in accordance with Section 15.8 of the Charter.

(Ord. No. 109, § 11, 8-26-74)

Secs. 2-410—2-500. Reserved.

ARTICLE VII. COST RECOVERY

DIVISION 1. HAZARDOUS MATERIALS INCIDENTS*

Sec. 2-501. Findings and purpose.

The city recognizes that a significant potential exists for police, fire and rescue responses to incidents involving the release or threatened release of hazardous materials. Such incidents create a great likelihood of personal injury and property damage. The control and abatement of such incidents places a significant financial and operational burden upon the city's police, firefighting and rescue services. This cost recovery mech-

*Cross reference—Fire prevention and protection, Ch. 8.

anism is necessary in order to offset the high cost associated with these hazardous materials incidents.

(Ord. No. 316, § 1, 12-4-95)

Sec. 2-502. Definitions.

When used in this division, the following terms shall have the following meanings:

(1) *Building.* Any structure used or intended for supporting or sheltering any use or occupancy.

(2) *Emergency response.* The providing, sending or using of police, firefighting, emergency medical and/or rescue services by the city by a fire authority of which the city is a member, or by an individual or corporation operating at the request or direction of the city or the state to a building, premises, or vehicle within the city at which a hazardous materials release has occurred or is threatened.

(3) *Expenses of an emergency response.* The direct and reasonable costs incurred by the city by any fire authority of which the city is a member, or by a person or corporation, or assisting governmental agencies, operating at either the request or direction of the city or a fire authority of which the city is a member in making an emergency response to the incident, including the cost of providing of police, firefighting, rescue services, containment and abatement of all hazardous conditions at the scene of the incident. In addition, these costs include all of the salaries and wages of the city personnel engaged in investigation, supervision and report preparation, and all costs connected with the administration of the incident relating to any prosecution of the person or persons responsible. These expenses also include all costs of items such as disposable materials and supplies used during the incident; rental or leasing of equipment used for the specific response, the placement of equipment contaminated beyond reuse or repair during a specific response; special technical services and laboratory costs; and services or supplies purchased for a specific evacuation.

(4) *Hazardous material.* Any substance which if spilled, leaked or otherwise released from its container, in the determination of the fire chief or

his authorized representative, is dangerous or harmful to the environment or human or animal life, health or safety, or is obnoxious by reason or odor, or is determined by the fire chief of his authorized representative to constitute a danger or threat to the public health, safety or welfare. Such hazardous materials include, but are not limited to, explosives, pyrotechnics, flammable gas, flammable compressed gas, nonflammable compressed gas, flammable liquid, combustible liquid, oxidizing material, poisonous gas, poisonous liquid, poisonous solid, irritating material, etiological material, radioactive material, corrosive material, or liquefied petroleum gas.

(5) *Hazardous material release.* The spilling, leaking, expulsion, separation, dispersal, or other release of a hazardous material from its container.

(6) *Owner.* The title holder or any authorized agent or attorney, purchaser, devisee, fiduciary of a person having vested or contingent interest in the property, container or vehicle in question.

(7) *Premises.* Any lot or parcel of land, exclusive of buildings, but including parking lots, tourist camps, trailer camps, airports, stockyards, junkyards, wharfs, piers, public roadways and any other place where a hazardous material container is located however owned, used or occupied.

(Ord. No. 316, § 1, 12-4-95)

Sec. 2-503. Liability for expense of an emergency operation.

(a) *Person responsible.* The owner, operator, occupant or other person responsible for the condition of the building, premise or vehicle, or the container from which the hazardous material is released, and the person causing such release.

(b) *Charge against person.* The expense of a hazardous material emergency response will be a charge against the person responsible for the expenses under this division. The charge constitutes a debt owed by that person to the city and is due to and collectible by the city in the same manner as in the case of an obligation under an express or implied contract.

(c) *Cost recovery schedule.* The City of Swartz Creek City Council will, by resolution, adopt a schedule of the costs included in a hazardous material incident emergency response. Such schedule will be available to the public from either the city clerk or the police department, and will be amended or updated from time to time as necessary.

(d) *Billing.* The fire chief, the chief of police, the city manager, or any fire authority of which the city is a member, or their designees, may within ten (10) days of receiving itemized costs, in full or in part, incurred for any emergency response, submit a bill for these costs by first class mail or personal service to the person liable for the expenses as enumerated in this division. The bill requires full payment within thirty (30) days from the date of service.

(e) *Inclusion of penal fine.* Any court having jurisdiction over any felony, misdemeanor or civil infraction arising out of an incident involving an emergency response, upon a determination of guilt for such felony or misdemeanor, or determination of responsibility in such civil infraction, may make charges imposed in this division a part of any sentence or condition of probation imposed on such person in addition to any other penalties, fines or costs authorized by the court. The court may also enter a civil judgment in favor of the city for such charges.

(f) *Failure to pay.* Any failure to pay for the expense of a hazardous materials incident emergency response within thirty (30) days of service of a bill will be a default. In case of a default, the city may commence a civil suit to recover such expenses plus any additional costs allowed by law.

(g) *Hardship.* The city may waive any or all costs imposed under this division at its own discretion.

(Ord. No. 316, § 1, 12-4-95)

Sec. 2-504. Severability.

The phrases, sentences, sections and provisions of this division are severable and the finding that any portion of this division that is unconstitu-

tional or otherwise unenforceable will not detract from or affect the enforceability of the remainder of this division.

(Ord. No. 316, § 1, 12-4-95)

Sec. 2-505. Repealing clause.

All ordinances or other parts of ordinances in conflict with this division are repealed.

(Ord. No. 316, § 1, 12-4-95)

Secs. 2-506—2-600. Reserved.

DIVISION 2. ALCOHOL/EMERGENCY RESPONSE

Sec. 2-601. Findings and purpose.

The city finds that a significant number of traffic arrests and traffic accidents in the city involve drivers who were operating a motor vehicle while under the influence of an alcoholic beverage and/or a controlled substance. In addition, the city finds that there is a greater likelihood of personal injury and property damage in traffic accidents involving drivers who were operating a motor vehicle while under the influence of an alcoholic beverage and/or a controlled substance. Also, the city finds that a significant number of other violations of city ordinance or state law involve incidents where the person responsible for such incident was under the influence of an alcoholic beverage and/or a controlled substance. And further, that there is a greater likelihood of personal injury and property damage in incidents involving persons who are under the influence of an alcoholic beverage and/or a controlled substance. As a result, an additional operational and financial burden is placed upon the city's police, firefighting and rescue services by persons who are violating a city ordinance or state law while under the influence of an alcoholic beverage and/or controlled substance. It is the purpose of this division to pass a portion of that cost burden on to the person who is violating a city ordinance or state law while under the influence of an alcoholic beverage and/or a controlled substance and proximately caused an emergency response.

(Ord. No. 310, § 1, 11-13-95)

Sec. 2-602. Definitions.

When used in this division, the following terms shall have the following meanings:

(a) *Emergency response:*

- (1) The providing, sending and/or utilizing of police, firefighting, emergency medical and/or rescue services by the city, or by a public or private individual or corporation operating at the request or direction of the city, to an incident resulting in an accident involving one (1) or more motor vehicles operated by one (1) or more drivers who were under the influence of an alcoholic beverage and/or a controlled substance; or
- (2) The providing, sending and/or utilizing of police, firefighting, emergency medical and/or rescue services by the city, or by a public or private individual or corporation operating at the request or direction of the city, to an incident resulting in a traffic stop and arrest of a driver who was operating a motor vehicle while under the influence of an alcoholic beverage and/or a controlled substance by a police officer; or

(b) *Expense of an emergency response.* The direct and reasonable costs incurred by the city or by a public or private person or corporation operating at the request or direction of the city in the course of an emergency response to the incident, including the costs of providing police, firefighting, emergency medical and/or rescue services at the scene of the incident. These costs further include all of the salaries and wages of city personnel responding to the incident, all salaries and wages of city personnel engaged in investigation, supervision and report preparation, all costs incurred by the city in connection with said incident including all costs connected with the administration and provision of all chemical analyses of the amount of alcohol in the person's breath, blood or urine, and all costs related to any prosecution of the person causing the incident.

(Ord. No. 310, § 1, 11-13-95)

Sec. 2-603. Liability for expense of an emergency response.

(a) *Person responsible.* A person is liable for the expense of an emergency response if, while under

the influence of an alcoholic beverage or a controlled substance, or the combined influence of an alcoholic beverage and a controlled substance, such person's operation of a motor vehicle or other conduct proximately causes any incident resulting in an emergency response.

(b) *Presumptions.* For the purposes of this division, a person is under the influence of an alcoholic beverage or a controlled substance, or the combined influence of an alcoholic beverage and a controlled substance, when his or her physical or mental abilities are impaired to a degree that he or she no longer has the ability to operate a motor vehicle or control his or her conduct with the caution characteristics of a sober person or ordinary prudence. Further, it shall be presumed that a person was operating a motor vehicle or otherwise acting in violation of law while under the influence of an alcoholic beverage if a chemical analysis of his or her blood, urine, or breath indicates that the amount of alcohol in his or her blood was in excess of seven one-hundredths (0.07) of one (1) percent.

(c) *Charge against person.* The expense of an emergency response shall be a charge against the person responsible for the expenses under this division. The charge constitutes a debt owed by that person to the city and is due to and collectible by the city in the same manner as in the case of an obligation under an express or implied contract.

(d) *Cost recovery schedule.* The city board shall, by resolution, adopt a schedule of the costs included in an emergency response. Such schedule shall be available to the public from either the city clerk or the police department.

(e) *Billing.* The chief of police, or his or her designee, may, within ten (10) days of receiving itemized costs, or any part thereof, incurred for an emergency response, submit a bill for these costs by first class mail or personal service to the person liable for the expenses as enumerated under this division. The bill(s) shall require full payment within thirty (30) days from the date of service.

(f) *Inclusion in penal fine.* Any court having jurisdiction over any felony, misdemeanor or civil infraction arising out of an incident involving an

emergency response, upon a determination of guilt for such felony or misdemeanor, or determination of responsibility in such civil infraction, may make the charges imposed hereunder a part of any sentence or condition of probation imposed on such person in addition to any other penalties, fines or costs authorized by law term. Said court may also enter a civil judgment in favor of the city for such charges.

(g) *Failure to pay* Any failure by the person described in this division as responsible to pay for the expense of an emergency response within thirty (30) days of service of a bill therefor be considered a default. In case of default, the city may commence civil suit to recover such expense plus any costs allowed by law.

(h) *Hardship*. The city board may waive all or any part of the cost imposed hereunder where it determines that payment of said cost will impose a financial hardship on the person responsible to the extent that such person or his or her legal dependents will be deprived of necessary food or shelter.

(Ord. No. 310, § 1, 11-13-95)

DATE: December 19, 2005
TO: Swartz Creek Area Fireboard
SUBJECT: Cost Recovery Proposal
FROM: Chief Brent Cole

As most of you are aware, I've recommended a cost recovery program to both municipalities for some time. Currently the City of Swartz Creek has a Hazardous Materials (HazMat) cost recovery ordinance, that if collected, goes directly to their general fund.

With your permission, I would like to propose the SCAFD, by municipal approval, be responsible for cost recovery collection. I'm sure there are concerns associated with this, but before those are addressed, below are a few thoughts that should be considered:

1. Each municipality would be required to approve an ordinance that would authorize the SCAFD to bill and collect.
2. It would be recommended that the ordinance language would stipulate billing would be for those individuals (incidents) that do not include residents of the fire district. The thought here is to avoid a "double taxation" claim.
3. The money collected would be kept separate from the general operating budget and segregated by municipality so the amount collected, by incident location, would be known at all time.
4. The funds would NOT be returned to the municipalities. It would remain with the SCAFD until such time as the funds can be dispersed to purchase fire apparatus. Any dispersal would require municipal approval, after Fireboard recommendation.
5. The costs that may be considered for billing to the appropriate agency, whether it be the owner and/or insurance company, can be determined.
6. In the event initial billing is not received, collection by other methods, whether by court action or collection agencies, would be the responsibility of the SCAFD.
7. Administrative costs would be covered by the SCAFD under the duties of the Accountant Clerical Specialist and Fire Chief.

The actual drafting of the ordinance can be instigated by Attorney Cavanaugh. It would then be forwarded to the municipalities for review and adoption. The topic should also be included in the fire agreement with provisions that would include retention of funds by the SCAFD and disbursement to each municipality, according to collection, if the SCAFD Fire Agreement is dissolved.

I believe this proposal may not only guarantee the citizens of our community anonymity from being charged extra for fire department services, but provide a method by which those that are utilizing our services, not paying for them through property taxes or assessments, will bear some of the burden. In addition, this should NOT be considered a replacement for a ballot proposal for fire apparatus related expenditures. Instead, an opportunity to supplement the purchase of apparatus.

With Fireboard approval, I will take this to each municipality for consideration.

2005 Potential Cost Recovery Incident

Run	Extrication	Construction	Vehicle Fire	Fluid Spill	RR	Gas	Wires	Hazmat	City	Twp	# of Engines	Amount	# of other units	Amount	# of on scene FF's	Amount	City	Twp
2	1									1	2	500.00	1	125.00	18	360.00		985.00
7			1						1		1	250.00		0.00	5	100.00	350.00	
17				1						1	1	250.00	1	125.00	10	200.00		575.00
21							1		1		1	250.00		0.00	8	160.00	410.00	
23		1								1	2	500.00	1	125.00	9	180.00		805.00
28						1			1		1	250.00		0.00	6	120.00	370.00	
30			1							1	1	250.00		0.00	8	160.00		410.00
32					1					1		0.00	2	250.00	10	200.00		450.00
33	1									1	2	500.00	1	125.00	17	340.00		965.00
43					1					1		0.00	4	500.00	11	220.00		720.00
47					1					1		0.00	2	250.00	7	140.00		390.00
67	1									1	2	500.00		0.00	18	360.00		860.00
69				1						1	2	500.00		0.00	12	240.00		740.00
71	1									1	2	500.00	2	250.00	13	260.00		1,010.00
74				1						1	2	500.00	1	125.00	7	140.00		765.00
80			1							1	2	500.00	1	125.00	14	280.00		905.00
81			1							1	2	500.00		0.00	5	100.00		600.00
82				1					1		1	250.00	1	125.00	4	80.00	455.00	
89							1		1		1	250.00		0.00	3	60.00	310.00	
90	1									1	1	250.00		0.00	9	180.00		430.00
91	1									1	2	500.00	1	125.00	16	320.00		945.00
92				1						1	1	250.00		0.00	5	100.00		350.00
108						1			1		1	250.00		0.00	7	140.00	390.00	
114	1									1	2	500.00	2	250.00	11	220.00		970.00
115	1									1	2	500.00	1	125.00	17	340.00	965.00	
118						1			1		1	250.00	1	125.00	8	160.00	535.00	
119			1							1	2	500.00	1	125.00	13	260.00		885.00
122			1							1	2	500.00		0.00	8	160.00		660.00
123			1						1		1	250.00		0.00	6	120.00	370.00	
125							1			1	1	250.00		0.00	3	60.00		310.00
129							1		1		1	250.00		0.00	6	120.00	370.00	
133								1	1		2	500.00		0.00	8	160.00	660.00	
141			1							1	2	500.00	2	250.00	12	240.00		990.00
144			1							1	2	500.00		0.00	9	180.00		680.00
147	1									1	2	500.00	1	125.00	16	320.00		945.00
152							1		1		1	250.00		0.00	4	80.00	330.00	
155								1	1		1	250.00		0.00	6	120.00	370.00	
159				1						1	1	250.00		0.00	7	140.00		390.00
161				1						1		0.00	1	125.00	8	160.00		285.00
162				1						1	1	250.00		0.00	7	140.00		390.00
165								1	1		1	250.00		0.00	6	120.00	370.00	
170				1						1	2	500.00		0.00	10	200.00		700.00
173			1						1		1	250.00		0.00	4	80.00	330.00	
175				1					1		1	250.00		0.00	7	140.00	390.00	
176						1			1		2	500.00		0.00	8	160.00	660.00	
177	1								1		3	750.00		0.00	13	260.00	1,010.00	
178	1									1	2	500.00	1	125.00	14	280.00		905.00
181				1					1		1	250.00		0.00	6	120.00	370.00	
184							1			1	1	250.00	1	125.00	9	180.00		555.00
186				1					1		1	250.00		0.00	6	120.00	370.00	
189				1						1	2	500.00		0.00	8	160.00		660.00
193				1					1		1	250.00		0.00	4	80.00	330.00	
202	1									1	2	500.00		0.00	13	260.00		760.00
	12	1	12	12	3	4	6	3	21	32							9,715.00	21,990.00

Last Updated 12/30/05

Costs:
Engines = \$250.00
Other units = \$125.00
Personnel = \$20.00/hour

Total potential cost recovery billing: 31,705.00

From the desk of Fire Chief Brent Cole

DATE: February 10, 1999
TO: Fireboard Members
SUBJECT: Cost Reporting

At your request, please find below, information as it relates to the type of costs and how costs, associated with potential cost recovery ordinances, would be disseminated. The City of Swartz Creek currently has a cost recovery ordinance associated with HazMat responses. Being so, the information will be as though neither municipality has any type of cost recovery ordinance in place.

Types of alarms that could be considered for cost recovery:

1. HAZMAT SPILLS: These alarms, based on the environmental impact potential, must be mitigated to some extent. To what extent by the SCAFD, varies with no response, to major. The category magnitude can range from radiator anti-freeze spilled at an accident scene, to major environmental. For those business owners within the fire district, cost recovery may not be feasible due to the property taxes paid. However, if a local merchant should cause a spill, away from their property, but still inside the fire district, cost recovery may be warranted. It would be a matter of personal preference if cost recovery was waived for those resident property owners that cause a response within the fire district.
2. VEHICLE FIRES: For those vehicles that are registered to a location within the fire district, again that would be individual preference. For those vehicles not registered within the fire district, since no funding is received from them, cost recovery may be feasible.
3. EXTRICATIONS: The same reason as #2 above. In addition, consideration as to a percentage of the run charge according to the number of vehicles for which extrication was used, may be a consideration.
4. ADDENDUM: For those responses, like the ones listed above, where 911 accidentally dispatched the SCAFD to the wrong fire district (cell phones are good for this), consideration may be necessary. However, these alarms are rare.

Notification process:

1. LOCATION: The alarm location would determine the municipality.
2. TIME FRAME: Immediately upon completion of the incident report, the information would be faxed.

3. INFORMATION: The incident report would provide the minimum information. Additional information, such as insurance policy numbers, would be provided in a fax cover letter. There are times that this information is either unavailable, or is not freely given out. If this were the case, it would be indicated as such.

Cost Justification:

1. VEHICLE COSTS: Currently we are determining an effective means by which an accurate rate and/or cost per vehicle, can be made. Considerations include the yearly repairs, fuel, insurance rates, and wages associated with maintenance. These fluctuate from year to year and from truck to truck. An average should be taken for three (3) years. The average can be fleet wide or individual, depending on the unit that makes it on scene. This would be required in the event that proof were required as to how an amount was determined.

2. WAGE COSTS: These would be determined by the actual costs associated by those personnel that were paid for that alarm. Additional costs would have to be included, such as the employer social security contribution, 457 deferred compensation, and workers compensation insurances.

3. DAMAGED EQUIPMENT: A provision for equipment that is unavoidably damaged as a result of the particular alarm. This may include fire gear that is contaminated beyond an ability to restore it to its original condition.

4. UNUSABLE RESOURCES: AFFF foam is used on certain types of fires so it can be extinguished safely. Once used, it's gone. A provision to recover this type of resource should be provided.

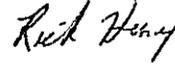
At present, Swartz Creek has a HazMat cost recovery ordinance in place. The information for each applicable alarm is passed on to Police Chief Paul Bueche. Presently, \$250 per 1,000 GPM or greater pumper, \$100 per supplemental vehicle, and \$12 per hour per person, is the information provided. Swartz Creek is responsible for billing and/or collecting those reported fees.

E:\COLE\Fireboard\Cost recovery suggestions 2-99 .wpd 02/10/99

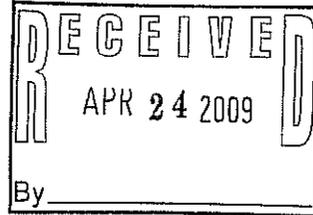
Mr. Paul Bueche

The S.C. Veterans Memorial committee request the use of the house and yard at 4438 Morrish rd. to use for storage and auction on sat. may 30. All money raised will be used to buy the next statue for the Veterans Memorial.

Thanks Rick Henry



Chairman S.C.A.V.M.



CITY OF SWARTZ CREEK

ORDINANCE NO. 399

AN ORDINANCE TO AMEND SECTION 3-1 OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO RECOGNIZE THAT CERTAIN ACTIVITIES ARE PROTECTED UNDER THE MICHIGAN RIGHT TO FARM ACT.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Section 3-1 of the Code of Ordinances of the City of Swartz Creek.

Section 3-1 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to read as follows:

Sec. 3-1. Keeping of certain animals prohibited.

It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Swartz Creek, Michigan unless specifically authorized by an act of Federal, State, or City government:

(1) Any warm-blooded, carnivorous or omnivorous, wild or exotic animals, dangerous or undomesticated animals which are not of a species customarily used as an ordinary household pet, but one which would ordinarily be confined in a zoo, a farm, or one which would ordinarily be found in the wilderness of this or any other country, or one which otherwise causes a reasonable person to be fearful of bodily harm or property damage (including, but not limited to, pigs, horses, sheep, cattle, poultry, reptiles, goats, primates, raccoons, skunks, foxes, and wild and exotic cats; but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes).

(2) Any animal having poisonous bites.

(3) Any person in possession, on the date that this section becomes effective, of a State of Michigan Department of Natural Resources Possession Permit or Game Breeder's License, or Department of the Interior U.S. Fish and Wildlife Service Federal Fish and Wildlife Licenses/Permit, for an animal otherwise prohibited by this section, shall be allowed to keep, harbor, own, or possess the animal(s) specified in said permit and/or license. Said permit and/or license shall not be amended to include additional animal(s) prohibited by this section.

(4) Any farms existing and in possession of any prohibited livestock, on the date that this section becomes effective, shall be allowed to retain said agricultural livestock or similar animals as protected under the Right To Farm Act.

Section 2. Repeal of Inconsistent ordinances.

Ordinances No. 398 and any other ordinances of the City of Swartz Creek which are in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Effective Date.

This ordinance shall be effective on the 15th day of June, 2009.

At a regular meeting of the City Council of the City of Swartz Creek held on May 11, 2009, adoption of the foregoing ordinance was moved by _____ and supported by _____.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

Richard Abrams
Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. 399 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on May 11, 2009.

Juanita Aguilar, City Clerk

CITY OF SWARTZ CREEK

ORDINANCE NO. 400

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF SWARTZ CREEK TO BRING SAID ORDINANCE INTO COMPLIANCE WITH THE MICHIGAN ZONING ENABLING ACT, ACT 110 OF THE PUBLIC ACTS OF 2006, AS AMENDED; TO AMEND THE REGULATIONS REGARDING ACCESSORY BUILDINGS AND STRUCTURES, FENCES AND HEDGES, FLAG POLES, AND MECHANICAL EQUIPMENT AND UTILITIES; TO AMEND THE REGULATIONS REGARDING SIGNS; TO AMEND THE REGULATIONS REGARDING SITE PLAN REVIEW; AND TO AMEND THE OFFICIAL ZONING MAP.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Section 1.03 – Conflicting Regulations.

Section 1.03 of the City of Swartz Creek Zoning Ordinance is hereby amended to read as follows:

Section 1.03 -- CONFLICTING REGULATIONS:

- A. Where any provision of this Ordinance imposes either greater or lesser restrictions, limitations, conditions, standards, or requirements upon: (1) the use of buildings, structures, or land; (2) the height of buildings or structures; (3) lot coverage; (4) lot areas; (5) yards or other open spaces; or (6) any other use or utilization of land than are imposed or required by such existing laws, Ordinances, regulations, private restrictions, or restrictive covenants, the provision or standard which is more restrictive or limiting shall govern.
- B. If there is a conflict between any provision of this Ordinance and a provision of the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended), the provision of the Michigan Zoning Enabling Act shall take precedence over the conflicting provision in this Ordinance.
- C. Except as otherwise provided in this Ordinance, every building and structure erected; every use of any lot, building or structure established; every structural alteration or relocation of an existing building or structure and every enlargement of, or addition to, an existing use, building or structure occurring after the effective date of this Ordinance shall be subject to all regulations of this Ordinance which are applicable in the zoning district in which the use, building, or structure is located.

- D. No setback area or lot existing at the time of adoption of this Ordinance shall be reduced in dimensions or area below the minimum requirements set forth herein in this Ordinance. Yards or lots created after the effective date of this Ordinance shall meet at least the minimum requirements established herein in this Ordinance.
- E. This Ordinance shall not abrogate or annul any easement, bylaw, master deed, deed restriction, covenant, or private agreement, except that the regulations or provisions of this Ordinance shall govern if it imposes a more restrictive or higher standard.
- F. The regulations herein established shall be the minimum regulations for promoting and protecting the public health, safety, and general welfare. Any conflicting laws of a more restrictive nature shall supersede the appropriate provisions of this Ordinance.

Section 2. Amendment of Article 19, Non-conforming Lots, Uses, Buildings and Structures to add thereto a new section regarding appeals.

Article 19, Non-conforming Lots, Uses, Buildings and Structures, of the City of Swartz Creek Zoning Ordinance is hereby amended to add thereto a new Section 19.08 to read as follows:

Section 19.08 – Appeals.

An appeal by any party aggrieved by any order, determination, or decision of any officer, agency, board, commission, zoning board of appeals, or legislative body of the City of Swartz Creek made under this Article 19 shall be taken to the Genesee County Circuit Court.

Section 3. Amendment of Section 20.00 regarding accessory buildings.

Section 20.00 of the City of Swartz Creek Zoning Ordinance is hereby amended to read as follows:

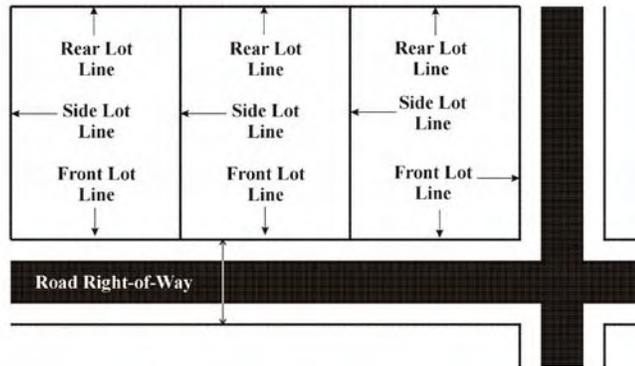
Section 20.00. ACCESSORY BUILDINGS OR STRUCTURES.

Accessory buildings, except as otherwise permitted in this ordinance, shall be subject to the following regulations:

- A. *Attached buildings or structures:* Where the accessory building is structurally attached to a main building, it shall be subject to, and must conform to, all yard regulations of this ordinance applicable to main buildings. To be considered attached, the accessory building must share a wall with the main building or be connected in such a way that the structures are integrally connected. An accessory building that is attached to the main building by an unenclosed structure, breezeway, trellis, fence

or other uninhabitable space shall be considered detached for the purpose of the yard regulations of this ordinance.

- B. *Maximum area:* Accessory buildings may occupy not more than thirty (30%) percent of the rear yard.
- C. *Maximum number:* The number of detached accessory buildings is limited to a maximum of two (2) for any lot in zoning districts R-2 & R-3. Lots in zoning district R-1 may have a maximum of three (3) such structures.
- D. *Building or structure appearance:* Building appearance for all new accessory structures shall be aesthetically compatible in design and appearance with residences or similarly situated accessory structures in the surrounding area. The roof shall have a minimum 4:12 pitch and with a drainage system that will collect and concentrate the discharge of storm water or snow away from the sides of the dwelling. The roof shall have wood shake, asphalt, or other acceptable shingles. A roof overhang of not less than six (6) inches on all sides shall be provided.
- E. *Accessory buildings or structures in non-residential districts:* Accessory buildings in non-residential districts shall comply with the maximum building height of the district in which it is located.
- F. *Additional standards applicable to accessory buildings and structures in residential districts:*
 - 1. A detached building or structure accessory to a residential building shall be located no closer than ten feet to any main building nor shall it be located closer than four feet to any side or rear lot line. In those instances where the rear lot line is co-terminus with an alley right-of-way, the accessory building shall be no closer than one foot to such rear lot line. In no instance shall an accessory structure be located within a dedicated easement right-of-way.
 - 2. A building accessory to a residential building shall not exceed one story or 14 feet in height.
 - 3. When a building accessory to a residential building is located on a corner lot, the side lot line of which is substantially a continuation of the front lot line of the lot to its rear, said building shall not project beyond the front yard line required on the lot to the rear of such corner lot. An accessory building shall in no case be located nearer than 30 feet to a street right-of-way line.



Section 4. Repeal of Ordinance 398, Fences, from Section 4-23 of the City Code of Ordinances and replace it with Section 20.10, Fences.

Section 20.10 of the City of Swartz Creek Zoning Ordinance is hereby to read as follows:

Section 20.10. FENCES AND HEDGES.

- (A) A fence is defined as any partition, structure or gate that is erected as a dividing marker, barrier or enclosure.
- (B) A hedge is defined as any bush, shrub or any living green fence of any nature that serves as a dividing marker, barrier or enclosure.
- (C) Regulations.
 1. A fence or hedge shall not exceed six (6) feet in height on the rear or side lot line of any parcel;
 2. No fence or hedge shall extend towards the street beyond one (1) foot from the established right-of-way or lot line;
 3. Front yard (exterior side yard) fences or hedges must be of decorative nature (chain-link is not considered to be of such quality), be less than fifty percent (50%) solid, impervious, or of an obscuring nature, and not exceed four (4) feet in height;
 4. No fence or hedge shall extend across property lines;
 5. The finished side of any fence shall face away from the property on which the fence is located;
 6. No portion of any fence shall be constructed with or

contain barbed wire, electric current or charge of electricity, glass, spikes or other sharp protruding objects;

7. Fences must be maintained so as not to endanger life or property. Any fence which, through lack of maintenance or type of construction which will obstruct vision so to create a hazard to vehicular traffic or pedestrians upon the public streets and/or sidewalks shall be deemed a nuisance.
8. Fences shall not be constructed, in whole or in part, with any of the following materials:
 - (a) used materials, junk or other debris
 - (b) scrap building materials or metals
 - (c) organic materials known to be poisonous or hazardous to human or animal life
 - (d) other materials which may be deemed unsafe to person or property by the Zoning Administrator or Building Official.
9. No hedge shall be constructed with noxious weeds or grasses, as defined by PA 359 of 1941, being MCL 247.62.

- (D) The Zoning Administrator or Building Official may require removal, reconstruction, or repair of any fence or wall which, in their judgment is dilapidated, unsafe, or a threat to the health, safety and welfare of the residents of the City of Swartz Creek.

Section 5. Addition of Sections 20.11 and 20.12 to the Zoning Ordinance regarding the regulation of flagpoles and mechanical equipment & utilities.

Sections 20.11 and 20.12 of the City of Swartz Creek Zoning Ordinance are hereby added to read as follows:

Sec. 20.11. FLAGPOLES.

- (A) The maximum height of flagpoles shall not exceed forty (40) feet measured from the average surrounding grade.
- (B) A maximum of three (3) flagpoles per site shall be permitted.
- (C) Flagpoles shall be set back a minimum of ten (10) feet from any public right-of-way, private road, access easement, access drive, or property line.
- (D) A maximum of two (2) flags per flagpole shall be permitted provided that only one (1) non-governmental or institutional flag per flagpole is

allowed.

Sec. 20.12. MECHANICAL EQUIPMENT AND UTILITIES.

- (A) Ground mounted mechanical equipment, such as blowers, ventilating fans, and air conditioning units, are permitted only in non-required side yards and in any rear yard, as determined by the Building Official/Zoning Administrator.
- (B) Mechanical equipment shall be placed no closer than three (3) feet to any lot line in the CBD.
- (C) Any ground, building, or roof mounted mechanical equipment or utilities, including water and gas meters or related devices, utility boxes, transformers, elevator housings, stairways, tanks, heating, ventilation and air condition equipment (HVAC), and other similar equipment, shall comply with the following standards.
 - 1. All such equipment shall be screened by a solid wall, fence, landscaping, and/or architectural features that are compatible in appearances with the principal building.
 - 2. Roof mounted equipment shall not exceed a height of ten (10) feet above the surrounding roof surface, and shall occupy no more than fifteen percent (15%) of the total roof area. All roof mounted mechanical units must be screened so they are not visible from ground level.

Section 6. Amendment of Article 21 of the Zoning Ordinance, Sign Regulations.

Article 21 of the City of Swartz Creek Zoning Ordinance is hereby amended to read as follows:

Section 21.00 –SIGNS INTENT AND APPLICABILITY.

The intent of this Article is to regulate signs and to minimize outdoor advertising within the City so as to protect public safety, health, and welfare; minimize abundance, intensity (as it relates to the use of light, movement, reflection, and color), and size of signs to reduce visual clutter, motorist distraction, and loss of sight distances; promote public convenience; preserve property values; support and complement land use objectives as set forth in the City of Swartz Creek Master Plan and this Ordinance; and enhance the aesthetic appearance and quality of life within the City. The standards contained herein are intended to be content neutral.

These objectives are accomplished by establishing the minimum amount of regulations necessary concerning the size, placement, construction, illumination, and other aspects of signs in the City so as to:

- A. Recognize that the proliferation of signs is unduly distracting to motorists and nonmotorized travelers, reduces the effectiveness of signs directing and informing the public, creates confusion, reduces optimum uniform traffic flow, and creates potential for traffic incidents.
- B. Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.
- C. Reduce physical and visual obstructions due to a proliferation of signs which would diminish the City's character, property values, and quality of life.
- D. Serve the public interest of and satisfy the principal intent of commercial signs which is to identify establishments on the premises, and not advertise special events, branding, or off-premises activity.
- E. Enable the public to locate goods, services, and facilities without excessive difficulty and confusion by regulating the number and placement of signs.
- F. Regulate placement of signs so as not to obstruct or conceal signs of adjacent uses or important visual objects, such as public safety signals or hazards.
- G. Protect the public right to receive messages, especially noncommercial messages such as religious, political, economic, social, and other types of information protected by the First Amendment of the US Constitution.
- H. Maintain and improve the character or image of the City and its neighborhoods by encouraging signs of consistent size and composition which are compatible with and complementary to related structures and uses, and harmonious with their surroundings.
- I. Prohibit portable commercial signs in recognition of their significant negative impact on traffic safety and aesthetics.
- J. Enhance the character of the City's downtown commercial and residential districts (CBD & R-3)
- K. Recognize the collective public benefit of individuals' need to erect temporary on-premises signs to sell real estate, hold garage sales, and express political or other speech while balancing this need with the public good by regulating the number, manner, and duration of such placement to promote less collective clutter and visual obstruction.
- L. Recognize that the City of Swartz Creek and or its affiliates are in the unique position to hold, sponsor, or sanction educational, public, or community events that require identification, notice, or posting of temporary signs. Such events include but are not limited to public hearings, public notices, workshops, or promotional community events.

Section 21.01 -- DEFINITIONS.

For the purpose of this Article, the following definitions shall apply in addition to the definitions set forth in Article 2 of this Ordinance:

A. Abandoned Sign: See Obsolete Sign

B. Awning or Canopy: A retractable, foldable, collapsible or fixed shelter constructed of non-rigid or rigid materials on a supporting framework that projects from the exterior wall of a building.

C. Awning or Canopy Sign: A sign attached directly to, or painted or otherwise inscribed upon an awning or canopy.

D. Banner Sign: A fabric, plastic, or other temporary sign made of non-rigid material without an enclosing structural framework.

E. Billboard: See off-premise sign. A structure for the permanent display of off-premises advertising. Off-premises advertising is any commercial message referring or relating to an enterprise or business that is not conducted on the premises where the sign is located.

F. Business Center: Any group of three (3) or more commercial establishments which: a) are under one (1) common ownership or management; or b) have a common arrangement for the maintenance of the grounds and are connected by party walls, partitions, covered canopies or other structural members to form one (1) continuous structure; or c) share a common parking area; or d) otherwise present the appearance of one (1) continuous commercial area.

G. Community Special Event Sign: Signs and banners, including decorations and displays celebrating a traditionally-accepted patriotic or religious holiday, or informing the public of community events, municipal, or school activities.

H. Construction Sign: A temporary sign which identifies the owners, financiers, contractors, architects, and engineers of a project under construction.



Business Center Sign

I. Corner Parcel: See “Lot, Corner” in Article 2, Definitions.

J. Day: For the purpose of this Ordinance, a calendar day rather than a business day.

K. Directional Sign: A sign which gives directions, instructions, or facility information for the use on the lot on which the sign is located, such as parking or exit and entrance signs.



Construction Sign

L. Flashing Sign: Any illuminated sign on which the artificial light is not maintained stationary or constant in intensity and color at all times when such is in use. Any moving, illuminated sign shall be considered a “flashing sign.”

M. Freestanding/Pole/Pylon Sign: A sign which is erected upon or supported by the ground on one (1) or more poles, uprights or braces which do not have the appearance of a solid base.

N. Ground or Monument Sign: A three-dimensional, self-supporting, base-mounted freestanding sign, consisting of two (2) or more sides extending up from the base, and upon which a message, business, group of businesses or center name is affixed.



Freestanding Sign

O. Incidental Sign: A small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises. Examples of incidental signs include credit card signs, signs indicating the hours of business, no smoking signs, signs used to designate bathrooms, and signs providing information on business affiliations.

P. Institutional Sign: A sign, which by symbol or name identifies an institutional use permitted within a residential zoning district and may also provide the announcement of services or activities to be held therein.

Q. Major Thoroughfare: An arterial street which is intended to serve as a large volume traffic way for both the immediate municipal area and the region beyond.

R. Marquee: A permanent structure constructed of rigid materials that project

from the exterior wall of a building.

- S. Marquee Sign: A sign attached directly to, or painted or otherwise inscribed upon a marquee.
- T. Mural: A design or representation painted or drawn on a wall which does not advertise an establishment, product, service, or activity.
- U. Nameplate: A non-electric on-premise identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.
- V. Obsolete Sign: A sign that advertises a product that is no longer made or that advertises a business that has closed.
- W. Off-Premise Sign: A sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located (e.g. billboards, garage sale signs, residential open house signs, business or institutional signs that are not located on the premises of the identified function).
- X. Political Sign: A temporary sign used in connection with an expression of a political opinion or message or an official Swartz Creek, school district, county, state, or federal election or referendum sign.
- Y. Portable Sign: A sign designed to be moved easily and not permanently attached to the ground, a structure, or a building, including signs with wheels, A-frame signs, signs mounted on vehicles for advertising purposes, hot-air and gas filled balloons, pennants, streamers, ribbons, pinwheels, non-governmental flags and searchlights.
- Z. Poster Panel Signs: A portable advertising or business ground sign constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top; each angular face held at an appropriate distance by a supporting member.
- AA. Reader Board, Message Board or Changeable Message Sign: The portion of a sign on which copy is changed manually or electronically. Electronic reader boards (ERB) are defined as a changeable message sign and further include dynamic message signs (DMS), electronic billboards (EBB), light emitting diode (LED) displays, and other similar signs.
- BB. Real Estate Sign: A temporary sign advertising the real estate upon which the sign is located as being for sale, rent, or lease.
- CC. Roof Line: The top edge of a roof or parapet wall, whichever is higher, but excluding any cupolas, chimneys, or other minor projections.

- DD. Roof Sign: A sign erected above the roof line of a building.
- EE. Sign: A device, structure, fixture, display or placard using graphics, symbols, and/or written copy designed specifically for the purpose of advertising or identifying an establishment, product, service, or activity.
- FF. Special Event Sign: Temporary and portable signs containing public messages concerning special events sponsored by governmental agencies or nonprofit organizations.
- GG. Temporary Sign: A non-commercial sign constructed of cloth, canvas, fabric, wood, plastic or other light temporary material, with or without a structural frame that is intended for short-term use; not including decorative display for holidays or public demonstration. Such signs include but are not limited to on-site real estate signs used for the purpose of advertising the premise for sale, rent or lease; on-site garage sale signs; political signs; seasonal signs; non-commercial signs which contain non-commercial information or directional messages; and construction signs.
- HH. Wall Sign: A sign painted or attached directly to and parallel to the exterior wall of a building
- II. Window Sign: A temporary sign installed on or inside a window and intended to be viewed from the outside.

Section 21.02 -- EXEMPT SIGNS.

Subject to the conditions and requirements set forth in this Section, the following signs shall be exempt from approval and permit requirements:

- A. Address numbers with a numeral height no greater than six (6) inches for residences and eighteen (18) inches for businesses. A limit of one address sign per lot shall be permitted per residence or business. In the case of a corner lot, a maximum of 2 address signs may be permitted per residence or business. Address numbers on mailboxes are excluded from these requirements.
- B. Nameplates identifying the occupants of the building, not to exceed two (2) square feet. A limit of one nameplate sign per lot shall be permitted per residence or business. In the case of a corner lot, a maximum of 2 nameplate signs may be permitted per residence or business.
- C. Memorial signs or tablets, names of buildings and date of erection, monumental citations, commemorative tablets carved into stone, concrete or similar material or made of bronze, aluminum or other non-combustible

material and made an integral part of the structure and not exceeding twenty-five (25) square feet.

- D. Signs on a bus, truck, trailer, or other vehicle while operated and used for transport in the normal course of a business.
- E. Regulatory, directional and street signs erected by a public agency in compliance with Michigan Manual of Uniform Traffic Control Devices, and the Uniform Federal Accessibility Standards and Michigan Barrier-free Manual.
- F. Flags bearing the official design of a nation, state, municipality, educational institution, or non-profit organization.
- G. Plaques or signs designating a building as a historic structure.
- H. Incidental signs, provided that total of all such signs shall not exceed two (2) square feet per business.
- I. Private traffic control signs which conform to the requirements of the Michigan Manual of Uniform Traffic Control Devices.
- J. Permanent signs on vending machines, gas pumps, or ice containers indicating only the contents of such devices, provided that the sign area shall not exceed six (6) square feet per device.
- K. Menu and order boards for drive-through facilities provided such signs shall be located on the interior of the lot and not legible from adjacent properties. The placement, size, content, manner of illumination and sound level of such signs shall not constitute a traffic or pedestrian hazard and shall not be located in a front yard.
- L. Stadium signs and athletic scoreboards up to 200 square feet in total.
- M. Portable real estate "open house" signs with an area no greater than four (4) square feet.
- N. "Help wanted" signs soliciting employees for the place of business, where posted, provided that the maximum area for all such signs shall be six (6) square feet.
- O. Any sign which is located completely within an enclosed building and not visible from outside the building.
- P. Placards, not to exceed two (2) square feet in area, located on top of gas station pumps.

- Q. Placards, not to exceed two (2) square feet in area which provide notices of a public nature such as "No Trespassing," "No Hunting," "Beware of Dog" and "No Dumping" signs. Such signs shall be posted a minimum of thirty (30) feet apart, as measured across the property line, and not include any additional further identification, advertisement, or unrelated content.
- R. Any sign that the City erects in the public right-of-way or on public property for a public purpose.

Section 21.03 -- PROHIBITED SIGNS.

The following signs are prohibited in all districts:

- A. Any sign not expressly permitted.
- B. Abandoned or obsolete signs.
- C. Signs which incorporate flashing or moving lights.
- D. Banners, balloons, pennants, festoons, inflatable figures, spinners, and streamers, unless specifically permitted in this Article.
- E. String lights used for commercial purposes, other than holiday decorations. Such holiday decorations are admissible only forty-five (45) days per calendar year per holiday.
- F. Moving signs, including any sign which has visible moving parts, visible revolving parts, visible mechanical movement, or other visible movement achieved by electrical, electronic, or mechanical means, including intermittent electric pulsations or movement caused by normal wind current.
- G. Any sign or sign structure which:
 - 1) Is structurally unsafe;
 - 2) Constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, or abandonment;
 - 3) Constitutes a hazard to safety or health by reason of blocking views;
 - 4) Is capable of causing electric shock to a person making contact with it;
 - 5) Is unlawfully installed, erected, or maintained;

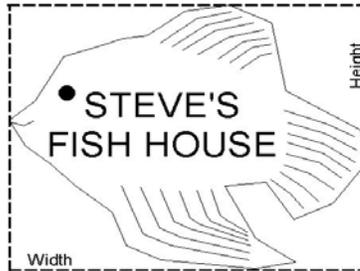
- 6) Is located in public street or utility right-of-way, except where expressly permitted herein; or
- 7) Is not kept in good repair, such that it has broken parts, missing letters, or non-operational lights.
- H. Any sign erected on a tree or utility pole, except government or utility signs of a government or utility.
- I. Any sign erected within 10 feet of a fire hydrant.
- J. Portable signs, except where expressly permitted in this Article.
- K. Signs affixed to a parked vehicle or truck trailer which is being used principally for advertising purposes, rather than for transportation purposes, and parked in a location that is selected for that purpose (e.g. a vehicle parked close to a street in a large commercial parking lot).
- L. Any sign which obstructs vision or free access to or egress from a required door, window, fire escape, or other required exit from a building or structure.
- M. Any sign which makes use of the words "Stop," "Look," or "Danger," or any other words, phrases, symbols, or characters, in such a manner as to interfere with, mislead, or confuse traffic.
- N. Any sign which contains obscene, indecent, or immoral matter.
- O. Roof signs.
- P. Signs on canopies at gas stations, banks or other drive-through establishments except for 'enter' and 'exit' signs.
- Q. Signs on street furniture, such as benches and trash receptacles, except for plaques of recognition.
- R. Temporary signs no longer valid due to the sale, rental, or lease of the property; termination of identified event; or disrepair.
- S. Business logos on directional signs.
- T. Billboards.
- U. Off-Premise signs.
- V. Signs placed or erected without the permission of the property owner.

Section 21.04 -- GENERAL REGULATIONS.

A. Sign Location. No sign, except those established by the City of Swartz Creek, Genesee County, or state or federal governments shall be located in, project or overhang into any public right-of-way or dedicated easement unless explicitly permitted herein.

B. Sign Area

1. Sign area shall be measured as the square footage of the sign face and any frame or other material or color forming an integral part of the display or used to differentiate it from the background against which it is placed.



$$\text{Sign Area} = \text{height} \times \text{width}$$

2. When a sign consists solely of lettering or other sign elements printed, painted or mounted on a wall of a building without any distinguishing border, panel or background, the calculation for sign area shall be measured by enclosing the most protruding edges of the sign elements within a parallelogram or rectangle.

3. The area of a double-faced freestanding sign shall be computed using only one (1) face of the sign provided that: 1) the outline and dimensions of both faces are identical, and 2) the faces are back to back so that only one face is visible at any given time.

C. Design and Construction

1. Signs shall be designed to be compatible with the building materials and landscaping used on the property to promote an overall unified and aesthetic effect in accordance with the standards set forth herein.



2. Signs shall not be constructed from

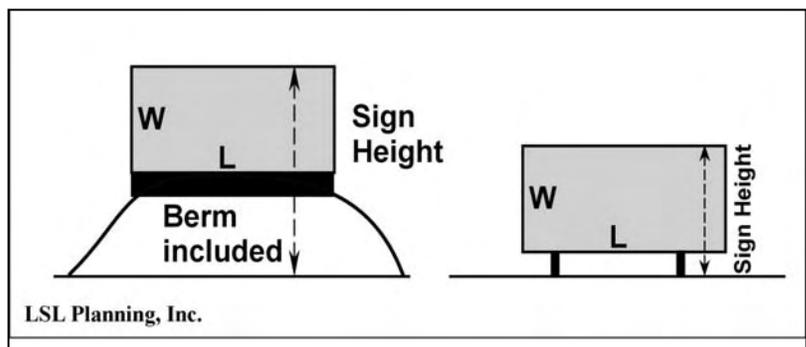
Landscaped Ground Sign

materials that are remnants or manufactured for a different purpose.

3. Signs shall not have light reflecting backgrounds but may use light reflecting lettering.
4. All ground signs must be planted with a combination of low shrubbery and perennial/annual plantings.
5. The maximum distance between parallel sign faces on a double-faced sign shall be twenty (20) inches.
6. The background of a multiple tenant commercial or shopping center signs, including individual sign panels within the sign, shall be one color. However, individual businesses may have different colored lettering or advertising.
7. Every sign shall be constructed and maintained in a manner consistent with the applicable building code provisions and maintained in good structural condition at all times. All signs shall be kept neatly painted, stained, sealed or preserved including all metal, wood, plastic, and other parts and supports.
8. All signs erected, constructed, reconstructed, altered or moved shall be constructed in such a manner and of such materials so that they meet applicable building code provisions.
9. All portable signs shall be constructed and maintained by the owner in such a manner and of such materials so that they withstand environmental conditions.

D. Sign Height

1. The permitted height of all signs supported by the ground shall be measured from the level of the ground adjacent to the sign if the finished grade is level.



2. If the ground adjacent to the sign is not level, the height of the sign shall be measured from the average elevation of the ground in the general area

surrounding the sign.

3. The permitted height of signs shall not be measured from an area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a higher sign height than permitted by this Article (e.g. the height of signs erected on a berm shall be measured from the finished grade adjacent to the berm).

E. Illumination

1. Signs shall be illuminated only by steady, stationary, shielded light sources directed solely at the sign or internal to it.
2. Use of glaring undiffused lights or bulbs shall be prohibited.
3. Lights shall be shaded so as not to project onto adjoining properties or thoroughfares.
4. Underground wiring shall be required for all illuminated signs not attached to a building.



Front Lit Sign -

Section 21.05 -- SPECIFIC SIGN TYPE REQUIREMENTS.

Many of the following regulations are summarized in Table 2.

A. Wall Signs

1. Number of signs. One (1) wall sign shall be permitted per street or highway frontage on each parcel. Buildings adjacent to I-69 shall be permitted one (1) wall sign facing I-69. In the case of a multi-tenant building or shopping center, one (1) wall sign shall be permitted for each tenant having an individual means of public access into the building. Tenants occupying a corner space in a multi-tenant structure shall be permitted to have one (1) sign on each side of the building. Where several tenants share a common entrance in a multi-tenant structure, only one (1) wall sign shall be permitted, but the total sign area should be allocated among the tenants.
2. Wall signs shall extend no greater than twelve (12) inches from the exterior face of the wall to which it is attached.
3. Wall signs must be a minimum of eight (8) feet above the ground level or the sidewalk, whichever is greater.

4. The height of wall signs shall not exceed the maximum building height specified for the district it is located in.
5. The height of wall signs shall not be higher than the building on which the sign is located.

B. Window Signs

1. Window signs are not to cover more than twenty-five percent (25%) of a window.
2. One (1) window sign is permitted per window.
3. The area of the window sign counts towards permitted wall sign area.
4. Window signs are not to be illuminated by a direct light source.

C. Awning and Canopy Signs

1. Awnings or canopies may project a maximum of six (6) feet into the public right-of-way or up to three (3) feet from any street curb line on properties zoned CBD, Central Business District. In other districts, the awning or canopy may project a maximum of four (4) feet from the wall of the building.
2. A minimum clearance of eight (8) feet shall be maintained from ground level.
3. Any lettering or logos on the awning or canopy shall be included within the calculation of total permitted wall sign area.
4. Awnings and canopies may be front lit only on the sides of the building which contain a public entryway or those having a pedestrian sidewalk immediately adjacent to the building.

- D. Directional Signs. Directional signs used to direct vehicular or pedestrian traffic to driveways, parking areas, loading areas, or to certain buildings or locations on the site, shall not exceed four (4) square feet in area, and four (4) feet in height. Directional signs may be located in the front setback area, provided they are setback at least fifteen (15) feet from the existing or planned right-of-way line and do not include a logo.

E. Reader Boards and Changeable Message Signs.

1. Reader boards and changeable message signs are permitted only on ground signs in non-residential zoned areas.

2. Reader boards and changeable message signs shall not exceed more than fifty percent 50% of the total sign area.
 3. No message occurrence shall be less than ten (10) seconds in duration.
 4. Such signs shall not be programmed with any animated, scrolling, or flashing messages, symbols, logos, or other graphics. Only static text and static logos are permissible.
 5. Gasoline price signs may be permitted as part of a ground sign, but the price signs shall not exceed twenty (20) square feet in area.
 6. Changeable marquee signs may be permitted for theaters but are not to exceed 100 square feet in area.
 7. Colors of reader boards and changeable message signs shall be limited to a single background color and a single text color.
 8. Reader boards and changeable message signs shall be maintained in good repair at all times. If any part of the message display is not functioning properly, the use of the reader board sign will be discontinued until sufficient repairs are made.
 9. Electronic reader boards shall have a minimum separation distance of 200 feet from any other reader board.
 10. Electronic reader boards must comply within the following thresholds for luminance: Day 600 – 1000 cd/m²; Night 100 – 350/m². The day/night transition shall occur within one-half hour of the official sunrise/sunset.
 11. Electronic reader boards may only operate during normal business hours or from 6am to 11pm, whichever is greater.
- F. Poster Panel Signs (i.e. sandwich signs). Poster panel signs including sandwich signs and "A" frame signs shall be permitted in CBD, Central Business District, subject to the following:
1. The area of the sign shall not exceed twelve (12) square feet per side.
 2. One (1) such sign shall be permitted per customer entrance.
 3. The sign shall be no greater than four (4) feet in height and three (3) feet in width.
 4. The sign shall not be illuminated in any manner.

5. The sign shall be located a minimum of four (4) feet from the edge of the sidewalk and not be located in a manner as to interfere with vehicular or pedestrian traffic flow or visibility.
6. The sign is permitted only during operating business hours and must be stored inside when the establishment is not open to the general public.
7. The sign must be constructed of weather-proof, durable material and kept in good repair.

G. Temporary Signs.

1. Temporary signs shall be in accordance with Table 1.
2. Each temporary sign shall be removed within 45 days of placement. No sign may be erected on a single parcel for more than 45 calendar days out of every 90 calendar days.
3. Temporary signs shall not be placed within a public right-of-way or easement or within twenty feet (20ft) of the edge of any traveled portion of a roadway.
4. Temporary signs shall not be erected, situated, or constructed so as to create a hazard of any kind or so as to interfere with, obstruct, confuse, or mislead traffic.

H. Institutional Signs (Public Services, Churches, Schools, etc.)

Institutional signs in a non-residential district are subject to the same standards as other signs in the district in which the institution is located.

Institutions in residential districts may erect signs for the purpose of identifying a church, school, public building, church affiliated school, parsonage, or other facility; advertising the time or subject of programming; or presenting other related information. Such signs shall be subject to the following standards:

1. There shall be no more than one (1) sign per parcel, except on a corner parcel, where two (2) signs shall be permitted, with one (1) facing each street. One (1) additional sign shall be permitted for each school, parsonage, or other related facility.
2. The maximum size of each sign shall be thirty-two (32) square feet.
3. Signs shall comply with the setback requirements for the district in which

they are located.

4. The maximum height of church signs shall be six (6) feet.

I. Entranceway Signs

1. One (1) permanent entranceway sign, identifying the name of the subdivision or development, may be located at each entrance to the subdivision or development.
2. The maximum size of the sign shall be twelve (12) square feet.
3. The sign shall cover no more than fifty percent (50%) of the entranceway structure it is attached to.
4. The sign shall only be illuminated by stationary, shielded light sources directed solely at the sign, or internal to it.

J. Pole or Pylon Signs

1. Pole or Pylon signs are to be permitted only on properties that abut I-69 and are zoned and used for commercial purposes.
2. The sign must be located on the same lot as the commercial use that it advertises. Additional businesses on properties within 2500 feet of the I-69 right-of-way may also be included on the sign.
3. The sign must not include any changeable messaging.
4. The height of the sign shall not be more than 35 feet higher than the elevation of I-69 directly opposite the lot on which the sign is located.
5. The sign shall not be less than five hundred (500) feet from any existing pole or pylon sign.
6. Except for the sign cabinet and sign face, the sign shall be constructed of brick or other masonry materials that match or are compatible with the building on the lot.
7. The sign shall have a maximum area of 100 square feet. In the case of a two-sided sign, each side may have an area of 100 square feet.

Section 21.06 -- LEGAL NONCONFORMING SIGNS.

- A. Any sign existing at the time of adoption of this Article which does not comply with all provisions shall be considered a legal nonconforming sign

and may be permitted to continue, subject to the limitations of Section 8 of this Article, if the sign is properly maintained and not detrimental to the health, safety and welfare of the community.

- B. If a non-conforming sign structure and frame are in good condition and can be reused by a new occupant in a leased or rented building, the building owner shall not be required to remove the sign structure and frame in the interim periods when the building is not occupied. If the building is unoccupied for less than 30 days the previous business' sign information may be retained. If the building is unoccupied for more than 30 days, the previous business' sign information must be removed. In such cases, the sign must be maintained in good condition and any openings must be covered with appropriate panels.
- C. Legal nonconforming signs which are removed, blown down, destroyed, relocated, damaged or altered such that 50% of their value is lost, shall be required to be replaced with signs that conform to this Article.
- D. All portable signs, except those specifically permitted by this Article, that exist on the effective date of this Article, shall be removed immediately upon the enactment of this Article.
- E. All illegal nonconforming signs that exist on the effective date of this Article shall be removed immediately upon the enactment of this Article and should be replaced by signs that conform to this Ordinance.

Section 21.07 -- AMORTIZATION OF LEGAL NONCONFORMING SIGNS.

- A. All legal non-conforming signs are to be removed and replaced by signs that conform to the regulations in this Article no later than December 31, 2012.
- B. Upon the determination that a sign remains non-conforming after December 31, 2012, the City shall notify the sign owner and/or the owner of the land on which the non-conforming sign is located and such owner shall have 180 days after such written notice within which to remove said sign.

Section 21.08 -- ADMINISTRATION.

- A. Review and Approval. No sign, permanent or temporary, shall be erected, structurally altered, or relocated, except as otherwise provided in this Ordinance, without review and approval from the City of Swartz Creek Building Official.

- B. Application. The application, on a form provided by the City of Swartz Creek Building Department, shall contain the proposed location of the sign, the name and address of the sign owner and of the sign erector, the name and address of the owner of the business and of the property if different from that of the sign owner, drawings and/or sketches showing the design and location of the sign, the estimated cost of construction and any other information as the Building Official may require to ensure compliance with this Ordinance and with other ordinances of the City.
- C. Staking of Sign's Proposed Location. The location of a proposed sign shall be staked by the property owner. The Building Department will use the staked location to determine compliance with required setbacks set out in this Article before issuing a sign permit.
- D. Permit Required. Upon approval, a sign permit will be issued by the City of Swartz Creek Building Official. The Building Official shall issue a numbered permit for all approved signs. Such number shall be permanently displayed at a conspicuous place on the sign.
- E. Fees. All permit fees for signs shall be as established by resolution of the City of Swartz Creek City Council.
- F. Nullification. A sign permit shall become null and void if the work for which the permit was issued has not been completed within six (6) months after the date of the permit.
- G. Exceptions. The following shall not require a sign permit:
1. Replacing Copy. The changing of the advertising copy or message on an approved painted or printed sign, on a theater marquee and on similar approved signs which are specifically designed for the use of replaceable copy; and
 2. Maintenance. Painting, repainting, cleaning or other normal maintenance or repair of a sign or a sign structure, unless a structural change is made.
- H. Certificate of Compliance. All signs shall require a final inspection and the issuance of a Certificate of Compliance from the Building Department. The property owner shall notify the Building Department immediately upon erecting the sign to request the final inspection.

Section 21.09 -- COMPLIANCE WITH OTHER LAWS.

All signs shall comply with the pertinent requirements of the City's adopted Building Code, as amended from time to time, except as modified in this Article.

Section 21.10 -- INSPECTIONS, MAINTENANCE AND REMOVAL.

- A. Inspections. Signs for which a permit is required may be inspected periodically by the Building Official, or his or her designee, for compliance with this Ordinance and with other ordinances of the City.
- B. Maintenance. All signs and components thereof shall be kept in good repair and in a safe, neat, clean and attractive condition.
- C. Removal.
 - 1. The Building Official may order the removal of any permanent sign and its supporting structure erected or maintained in violation of this Ordinance. The Building Official shall give thirty days notice in writing, to the owner of such sign and its supporting structure to bring it into compliance. Any sign erected of a temporary nature shall require written notice of only three days.
 - 2. Upon failure to comply with this notice, the Building Department representative may remove the sign and its supporting structure. The Building Department representative may remove a sign and its supporting structure immediately and without notice if, in his or her opinion, the condition of the sign and its supporting structure presents an immediate threat to the safety of the public. The cost of such removal by the City shall be assessed against the owner of such sign or the owner of the building, structure or premises.
 - 3. Any portable sign, except those expressly permitted in this Article, shall be removed within six (6) months from the effective date of this Article. The Building Department may extend the date for removal of such portable signs up to an additional twelve (12) months upon proving hardship.
- D. Obsolete Signs. An obsolete sign and its supporting structure shall be removed by the property owner or lessee of the premises upon which the sign is located when the business which it advertises is no longer conducted on the premises. If the property owner or lessee fails to remove it within sixty days of the date that the business becomes inactive, the Building Official may remove the sign and its supporting structure and the cost of this work will be placed on the tax roll.
- E. Where a successor to an inactive business agrees, within thirty days of the date of written notice by the Building Official, to maintain the sign as provided for in this Article, this removal requirement shall not apply, provided that the existing sign and structure conforms to all current sign

requirements.

Section 21.11 -- CRITERIA FOR VARIANCE FROM THE SIGN REGULATIONS.

The Zoning Board of Appeals may hear requests for variances from the regulations set forth in this Article. The Building Official and Zoning Administrator may require the applicant to present photographs of similar signs, color renderings or to erect a temporary mock-up of the sign on the site prior to rendering a decision on a variance request. A non-use variance may be granted by the Zoning Board of Appeals in cases involving practical difficulties and a use variance may be granted in cases involving undue hardship. Requests for variance shall be reviewed for compliance with the following:

- A. Variances may be granted for any one of the following conditions:
 - 1. The applicant has demonstrated a variance is needed due to a practical difficulty on the site, such as varied topography, horizontal or vertical road curvature, or presence of structures or desired trees that limit visibility of a sign on the premises compared to similar sites with conforming signs in the same zoning district; or
 - 2. A variance is warranted due to the relatively large size of the site, frontage or building in comparison to other establishments in the same zoning district; or
 - 3. A variance would significantly improve the conformity of an existing sign.
- B. To grant a variance for one of the conditions specified above, all of the following standards must also be met:
 - 1. The inability to conform with the requirements of this Article is due to a hardship or practical difficulty that includes more than mere inconvenience or mere inability to attain a supposed higher financial return; and
 - 2. That the alleged hardships or practical difficulties, or both, are exceptional and peculiar to the property of the person who requested the variance, and result from conditions which do not exist generally throughout the city; and
 - 3. That allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this Ordinance, the individual hardships that will be suffered by a failure of the Zoning Board of Appeals to grant a variance, and the rights of others whose

property would be affected by the allowance of the variance, and will not be contrary to the public purpose and general intent of this Article; and

4. The variance granted is the minimum necessary to allow the applicant to enjoy the same rights as other establishments in the same zoning district, have a reasonable outlet for free speech and meet the intent of this Article; and
5. The variance will not adversely affect the health, safety and welfare of the public.

Section 21.12 -- COSTS OF ENFORCEMENT.

Any costs or expenses incurred by the city in enforcing this Article shall be paid by the owner of the sign found to be in violation of this Article; or upon default thereof, by the owner of the sign or the owner of the property to reimburse the city for costs and expenses incurred in such enforcement. The owner of the property shall be billed for such cost and expenses in the same manner as other taxes.

Section 21.13 -- PENALTIES.

Any violation of this Article shall be a municipal civil infraction punishable as provided in Section 1-21 et seq. of Article II of Chapter 1 of the Code of Ordinances of the City of Swartz Creek.

Section 21.14 -- CONFLICT WITH OTHER LAWS.

In any case where a provision of this Article is found to be in conflict with another provision of this Ordinance, or any building, housing, fire, safety, or health ordinance of the City of Swartz Creek existing on the effective date of this Article, the provisions which establish the higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of any other ordinance or Code of the City of Swartz Creek establishes a lower standard for the promotion of health and safety of the people, the provisions of this Article shall prevail, and such other ordinances or Codes are hereby declared to be repealed

Table 21.1: SCHEDULE OF SIGN REGULATIONS.

Zoning Districts	Wall Signs (a)(b)	Ground Signs (c)(d)(e)(f)(h)	Temporary Signs (k)(l)(m)
------------------	-------------------	------------------------------	---------------------------

	Max. Sign Area (per linear ft. of building frontage)	Max. Area (per side)	Max. Height	Setback from ROW, private road easement or access drive/setback from property line (g)	Max. Size per sign	Total number of signs per parcel or per 100 linear ft. of frontage (whichever is greater)	Max. Height
R-1, R-2, R-3, R-4, RM-1 and PMSHDD Districts (for permitted non-residential uses)	1 sq. ft. per linear ft. up to 90 sq. ft.	20 sq. ft.	6'	15'/15'	6 sq. ft. (j)	2 (j)	4 ft. (j)
NBD, Neighborhood Business District 1.2 sq. ft. per linear ft. up to 100 sq. ft.	1.2 sq. ft. per linear ft. up to 100 sq. ft.	24 sq. ft.	6'	15'/10'	24 sq.ft. (i)	2 (i)	6 ft. (i)
CBD Central Business District 1.0 sq. ft. per linear ft. up to 90 sq. ft.	1.0 sq. ft. per linear ft. up to 90 sq. ft.	not permitted	not permitted	not permitted			
GBD, General Business District	1.2 sq. ft. per linear ft. up to 200 sq. ft.	90sq.ft.	6'	15'/10'			
O-1, Office District	1.2 sq. ft. per linear ft. up to 90 sq. ft.	24sq. Ft.	6'	15'/10'			
I-, Light Industrial and I-2, Heavy Industrial	1.5 sq. ft. per linear ft. up to 150 sq. ft.	90 sq. ft.	6'	15'/10'			
PUD, Planned Unit Development District	In accordance with the underlying zoning district and PUD standards						

Notes to Sign Schedule of Regulations:

- (a) A maximum of one (1) wall or canopy sign per principal building is permitted. One (1) sign per tenant for shopping centers and office buildings shall be allowed. In the case of a multi-tenant building or shopping center, one (1) wall sign shall be permitted for each tenant

having an individual means of public access into the building. Tenants occupying a corner space in a multi-tenant structure shall be permitted to have one (1) sign on each side of the building. Where several tenants share a common entrance in a multi-tenant structure, only one (1) wall sign shall be permitted, and the total sign area should be allocated among the tenants.

- (b) Maximum allowable sign areas may be increased as indicated in the table below up to a maximum of 250 sq. ft.

Distance of Sign From ROW Line	Allowable Increase in Sign Area
200 - 300 ft.	25%
301 -400 ft.	30%
401 - 500 ft.	35%
501+ ft.	40%

- (c) One (1) ground sign shall be permitted per parcel except as follows:
- (1) On corner lots, two (2) ground signs, one on each street, shall be permitted. Signs shall be permitted along major public thoroughfares only.
 - (2) One (1) ground sign per each 300 lineal feet of frontage along a major public thoroughfare shall be permitted.
- (d) For multiple tenant commercial or shopping center signs, a main identification sign with the name of the center only may be permitted not to exceed 40 square feet per sign face (80 square feet total area) and ten (10) feet in height.
- (e) Individual businesses within a business center, including multiple tenant commercial or shopping centers and multiple tenant office buildings, are not allowed to have individual freestanding signs, but individual businesses may have other signs permitted by this Article.
- (f) For multiple tenant office signs, the sign area shall not exceed forty (40) square feet per sign face.
- (g) Ground signs are not permitted in the Central Business District.
- (h) All nonresidential signs shall be set back at least fifty (50) feet from any

residential district.

- (i) The temporary sign shall be setback at least fifteen (15) feet from any public right-of-way line and one-hundred (100) feet from any residential district property line.
- (j) The temporary sign may be located in the required setback area, but must be set back at least ten (10) feet from the public right-of-way.
- (k) Community special event signs may include ground or wall signs, banners, pennants, or similar displays; the number, size and height of such signs shall be subject to Building Official or Zoning Administrator approval.
- (l) The total of all window signs, temporary and permanent, shall not exceed 25% of the total window area of each window. The area of permanent window signs shall also be counted in determining compliance with standards for total area of wall signs.
- (m) Temporary window signs that are faded, yellowed, ripped or otherwise damaged shall be removed immediately.

Section 7. Amendment of Section 22.01 regarding terms of ex officio members of the Zoning Board of Appeals.

Section 22.01 of the City of Swartz Creek Zoning Ordinance is hereby amended to read as follows:

Section 22.01 -- MEMBERSHIP:

- A. **Base Membership:** The Board shall consist of not less than five (5) members appointed by the City Council: The Chairman of the Planning Commission, a member of the City Council appointed by the City Council; and the remaining members appointed by the City Council from the electors residing in the City.
- B. **Alternates:** The City Council/Township Board may appoint not more than two (2) alternate members for the same term as regular members to the Zoning Board of Appeals. The alternate members may be called upon as specified herein to sit as regular members of the Zoning Board of Appeals in the absence of a regular member if the regular member will be unable to attend one (1) or more meetings. An alternate member may also be called to serve in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. The alternate having been appointed shall serve in the case until a final decision has been made. While serving,

the alternate member shall have the same voting rights as a regular member of the Zoning Board of Appeals.

- C. **Terms of Appointment:** Appointments shall be for a period of one (1), two (2), and three (3) years, respectfully, so as nearly as may be to provide for appointment at an equal number each year, thereafter, each member to hold office for the full three (3) year term; provided, however, that the terms of members serving because of their membership on the planning commission or city council shall be limited to the time they are members of those bodies.
- D. **Reappointment:** Members may be reappointed.
- E. **Membership Restrictions:** An elected officer of the City shall not serve as chairperson of the Zoning Board of Appeals. An employee of the City may not serve as a member of the Board.
- F. **Removal:** Members of the Board of Appeals shall be removable by the City Council for nonfeasance, malfeasance, and misfeasance of office.
- G. **Conflict of Interest:** A member shall disqualify himself or herself from a vote in which the member has a conflict of interest. Failure to do so shall constitute misconduct in office. A member of the Zoning Board of Appeals who is also a member of the Planning Commission or the City Council shall not participate in a public hearing on or vote on the same matter that the member voted on as a member of the Planning Commission or the City Council. However, the member may consider and vote on other unrelated matters involving the same property.
- H. **Compensation:** The compensation of the appointed members of the Zoning Board of Appeals may be fixed by the City Council.

Section 8. Amendment of Section 22.02 regarding meeting quorum.

Section 22.02 of the City of Swartz Creek Zoning Ordinance is hereby amended to read as follows:

Section 22.02 -- ORGANIZATION:

- A. **Rules of Procedure:** The Zoning Board of Appeals may adopt rules of procedure for the conduct of its meetings and the implementation of its duties. The Board shall annually elect a chairperson, a vice-chairperson, and a secretary.
- B. **Meetings and Quorum:** Meetings of the Zoning Board of Appeals shall be held at the call of the chairperson and at such other times as the Board in its Rules of Procedure may specify. The Zoning Board of Appeals shall

not conduct business unless a majority of the regular members of the Zoning Board of Appeals are present.

- C. **Oaths and Witnesses:** The chairperson shall have the power to subpoena, administer oaths, compel the attendance of witnesses, compel testimony and the production of books, papers, files and other evidence pertinent to the matters before it.
- D. **Records:** The minutes of all meetings shall contain the grounds for every determination made by the Board and the final ruling on each case. The Zoning Board of Appeals shall file its minutes in the office of the City Clerk.
- E. **Fees:** The City Council may from time to time prescribe and amend by resolution a reasonable schedule of fees to be charged to applicants for appeals to the Zoning Board of Appeals. At the time the notice of appeal is filed said fee shall be paid over to the City Treasurer to the credit of the general revenue fund of the City.

Section 9. Amendment of Article 29 of the Zoning Ordinance, adding sections 29.07, Optional Site Plan Review; 29.08 Aesthetic Review; 29.09, As-Built Drawings; 29.11, Single Family Dwelling Design Standards; and amending section 29.10, Non-Residential Design Requirements; renumbering Design Requirements for Multiple-Family Residential Developments to Section 29.12 and Performance Guarantees to Section 29.13.

Sections 29.07 through 29.09 of Article 29 of the City of Swartz Creek Zoning Ordinance are hereby amended and new sections 29.10 and 29.11 are hereby added to read as follows:

Section 29.07. OPTIONAL SITE PLAN REVIEW

The site plan approval process includes a review, at the option of the applicant, of a preliminary site plan by the Planning Commission. This option is recommended for site plans affecting over five (5) acres, plans affecting locations designated in the City of Swartz Creek Master Plan as having significant natural features, sites containing floodplains or within the flood hazard zone, sites containing or potentially containing MDEQ designated/regulated wetlands, special land uses, complex industrial developments, redevelopment projects, and complex commercial developments. The review of a preliminary site plan allows and encourages exhaustive review, comment, and recommendation towards the conceptual and final approval of such projects.

Section 29.08. AESTHETIC REVIEW.

In addition to the specific design requirements for residential and non-residential reviews, the Planning Commission and City Council shall review and approve the design, construction and overall aesthetics of all new structures, including alterations and/or additions, which are subject to site plan review. The Planning Commission and City Council are to insure that any such structure, alteration and/or addition complies with the purposes and intentions of the respective zoning district and its overlay district, if any. The Planning Commission is empowered to restrict the use of unacceptable construction methods and materials of any such structure, alteration and/or addition and shall strive to fulfill the aesthetic intentions of assuring compatibility of structures located within the district.

Section 29.09. AS-BUILT DRAWINGS

- (A) All projects within the City which go through site plan and/or construction plan review shall be required to submit record drawings. The drawings will need to be reviewed and approved by the City Engineer or the City Building Official & Zoning Administrator prior to final acceptance of the project by the City of Swartz Creek.
- (B) The initial submittals shall be of two (2) sets of black line prints providing the applicable information shown on the checklist below. The minimum scale shall be 1"=40' and shall bear the seal of a registered professional engineer or surveyor licensed to practice within the State of Michigan. All record lengths and elevations must be labeled as record.
- (C) After the record drawings have been approved by the City Engineer, the applicant shall submit two (2) mylar copies of the approved drawings. A CD shall also be provided which contains a .pdf or other acceptable version of each sheet of the plan set with the following attributes:
 - 1. Locations shall be shown on the plans in State Plane coordinates using the NAD83 Michigan South zone.
 - 2. Individual pipe sizes and structure types should be on separate layers.
 - 3. The scale shall be 1"=40' unless otherwise approved by the City Engineer or the City Building Official and Zoning Administrator.
 - 4. Annotation should be snapped to the mid-point of lines. Lines should be snapped to the center of structures.

Section 29.10. NON-RESIDENTIAL DESIGN REQUIREMENTS.

The following design requirements for non-residential buildings shall be applied during site plan review:

- A. *Exterior building design.*

1. Buildings shall possess architectural variety, but enhance the overall cohesive community character. All buildings shall provide architectural features, details, and ornaments such as archways, colonnades, cornices, recesses, projections, wall insets, arcades, window display areas, peaked roof lines, or towers.
2. Building walls and roofs over 50 feet in length shall be broken up with varying building lines, windows, gables, and/or architectural accents such as pilasters, columns, dormers, or awnings.
3. Window area or spandrel glass shall make up at least 20 percent or more of the exterior wall area facing the principal street(s).
4. In addition, a portion of the on-site landscaping shall abut the walls so that the vegetation combined with the architectural features significantly reduce the visual impact of the building mass as viewed from the street. Additional landscaping requirements of this ordinance must also be satisfied.
5. Overhead doors shall not face a public street or residential district. The Planning Commission can modify this requirement upon a determination that there is no reasonable alternative and the visual impact will be moderated through use of building materials, architectural features and landscaping beyond that required in Article 28 (Landscaping).
6. Additions to existing buildings must complement the current building design with regard to height, proportions, scale, materials, and spacing of openings.

B. Building materials.

1. Durable building materials which provide an attractive, quality appearance must be utilized.
2. The predominant building materials (50% or more of the face) should be quality materials such as earth-toned brick, wood, native stone, and tinted/textured concrete masonry units and/or glass products.
3. Other materials such as smooth-faced concrete block, EIFS panels, or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure.
4. Metal roofs may be allowed if deemed by the Planning Commission to be compatible with the overall architectural design of the building.

C. Building colors.

1. Exterior colors shall be of low reflectance, subtle, neutral, or earth tone colors. The use of high intensity colors such as neon, metallic, or fluorescent for the facade and/or roof of the building are prohibited except as approved by the Planning Commission for building trim.
2. The use of trademark colors not meeting this requirement must be approved by the Planning Commission.
3. Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in with the color of the building.

D. Roof design.

1. Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
2. Roofs shall have no less than two (2) of the following features:

- a. Parapets concealing flat roofs and rooftop equipment, such as HVAC units from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third (1/3) of the height of the supporting wall. Such parapets shall feature three-dimensional cornice treatment;

- b. Overhanging eaves, extending no less than one (1) foot past the support walls;

- c. Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one (1) foot of vertical rise for every three (3) feet of horizontal run and less than or equal to one (1) foot of vertical rise for every one (1) foot of horizontal run;

- d. Three (3) or more roof slope planes.

- e. A specific architectural element proposed by the applicant's architect that is acceptable to the City Planner and Planning Commission.

E. *Customer entrances.*

1. Each large retail establishment (15,000 square feet or more) on a site shall have clearly defined, highly visible customer entrances featuring no less than five (5) of the following:

- a. canopies or porticos;

- b. overhangs;

- c. recesses/projections;

- d. arcades;

- e. raised corniced parapets over the door;

- f. peaked roof forms;

- g. arches;

- h. outdoor patios;

- i. display windows;

- j. architectural details such as tile work and moldings which are integrated into the building structure and design;
- k. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- l. a specific architectural element proposed by the applicant's architect that is acceptable to the City Planner and Planning Commission.

2. Where additional stores will be located in the large retail establishment, each such store may have at least one (1) exterior customer entrance, which shall conform to the above requirements.

F. *Community amenities.* Community amenities such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.

G. *Signs.* Signs shall be in accordance with the city's sign ordinance. All sign bases shall be constructed of materials compatible with the architecture of the building(s) located on the premises.

H. *Natural features.* Buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.

I. *Building location and orientation.* New buildings in the CBD District shall have at least one principal building entrance oriented toward the front lot line.

J. *Sidewalks.* All development shall include a provision for sidewalks, per City Code, within the site and within the right-of-way to provide connectivity between adjacent sites, the public realm, parking areas, and any other on-site amenities.

Section 29.11 – SINGLE FAMILY DWELLING DESIGN STANDARDS:

A. Intent

This Section is intended to establish regulations for the construction of new single family dwellings zoned R-1, R-2, & R-3 including in-fill housing. The standards herein are intended to:

- 1. Prevent grossly dissimilar dwellings which would adversely affect the value of dwellings in the surrounding area.

2. Prevent adverse effects on the desirability of an area to existing or prospective homeowners.
3. Ensure the stability of the environment.
4. Promote the most appropriate use of real estate.
5. Increase the opportunity to realize the development pattern envisioned in the Swartz Creek Community Master Plan.

These regulations are based on the finding that the cohesiveness and character of the city's neighborhoods are significant factors in the city's quality of life, contribute to the distinct character in the various neighborhoods and help retain property values. These regulations further ensure new housing units are harmonious with the general character of the adjacent houses and the city overall and ensure a stable housing stock. While some level of diversity is desirable, these regulations are intended to ensure the design variation of new homes is similar to the level of variation in existing homes in the immediate area, or surrounding neighborhoods with similar densities for new residential projects. The standards shall not be construed to prohibit innovative design concepts involving such matters as solar energy, view, unique land contour, or relief from the common or standard designed home.

B. Applicability

The regulations of this Section shall apply to all new single family home construction zoned R-1, R-2, & R-3. Major home expansions where the homeowner is expanding the footprint of the home by forty percent (40%) or more shall comply with subsections 29.09.D.9, 29.09.D.10, and 29.09.D.11, in addition to required building codes, to ensure the resulting home continues to maintain the character of the neighborhood. The standards shall not apply to minor home expansions, interior remodeling, or to residences outside of the single family zoning districts.

C. Approval

Compliance with these regulations shall be determined by the Building and Zoning Administrator at the time the building permit is reviewed and shall be based on the standards of subsection D below.

D. Standards

1. Each such dwelling unit shall comply with all pertinent building and fire codes. Additionally, all dwellings shall meet or exceed all applicable roof snow load and strength

requirements. Where there are conflicting applicable regulations, the more stringent shall apply.

2. All construction required herein shall be commenced only after a building permit has been obtained in accordance with the City Building Code and other building regulations.
3. Each such dwelling unit shall comply with the minimum standards listed throughout Appendix A for the Zoning District in which it is located, including minimum lot area, minimum lot width, minimum floor area, required setbacks and maximum building height.
4. Each dwelling unit shall be firmly attached to a permanent basement or crawl space foundation constructed on the site in accordance with the City Building Code.
5. The dwelling shall have an attached structure of equal workmanship as the dwelling unit, designed for the parking and storage of vehicles. Said structure shall be functionally and aesthetically compatible in design and appearance with other residences in the surrounding area as defined in subsection 12 below. When attached to a mobile home, modular home, pre-fabricated home or pre-constructed home, said structure shall comply with all requirements of the Michigan Building Code relative to grade separation and fire restrictive requirements.
6. Each such dwelling unit shall contain a storage area equal to ten percent (10%) of the square footage of the dwelling or one hundred (100) square feet, whichever shall be less. This storage area shall consist of a basement, attic or in a separate detached accessory structure that complies with the standards of this Section regarding accessory buildings and structures. The intent of these standards is to limit the extent of outdoor storage.
7. The roof shall have a minimum 4:12 pitch and with a drainage system that will collect and concentrate the discharge of storm water or snow away from the sides of the dwelling. The roof shall have wood shake, asphalt, or other acceptable shingles. A roof overhang of not less than six (6) inches on all sides shall be provided, or alternatively with window sills or roof drainage systems concentrating roof drainage at collection points along the sides of the dwelling.

8. A minimum of two (2) exterior doors shall be provided with the second one being in either the rear or side of the dwelling. All dwelling units shall be oriented toward the public right-of-way such that the façade that faces the street contains a door, windows, and other architectural features customary to the front facade of a residence.
9. The width across any front, side or rear elevation shall be a minimum of twenty (20) feet and comply in all respects with the City Building Code.
10. In-fill housing or development on vacant lots in an existing platted subdivision shall consider the gross floor area and lot coverage of surrounding homes to ensure compatibility. The gross floor area and lot coverage of the proposed dwelling shall be at least ninety percent (90%) and no more than one-hundred and thirty-five percent (135%) of the average square footage of constructed single family dwellings within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street.
11. In-fill housing or development on vacant lots in an existing platted subdivision shall maintain a consistent front building line along the street. The front yard setback of the proposed dwelling shall be no less than ninety percent (90%) and no more than one-hundred and thirty-five percent (135%) of the average established front yard setback of other single family dwelling unit within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street.
12. Building appearance for all new single family dwelling unit construction shall be aesthetically compatible in design and appearance with other residences in the surrounding area.

Definitions for what constitutes the surrounding area are as follows:

- i. For new single family neighborhood development (in the form of a new subdivision plat or new site condominium project), the surrounding area is

defined as the nearest existing neighborhoods with similar densities.

- ii. For in-fill housing development where there are one (1) or a few isolated sites being developed within the existing neighborhood (in the form of an existing lot of record or recent land division), surrounding area shall be defined as within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit; with measurements made from the edge of the lot in each direction, including the opposite side of the street.

The determination shall be made by the Building and Zoning Administrator and in considering similarity and compatibility with the surrounding area the following features must be considered in order to meet this requirement:

- a. Exterior building material used on the proposed dwelling
- b. Roof style
- c. The design and position of windows
- d. Front entry design (presence of porches, front door location, etc.)
- e. Garage style and design

If the Building and Zoning Administrator cannot reach a determination on architectural compatibility, the application shall be forwarded to the Planning Commission for review and final action.

6. Appeal

An applicant may appeal the decision of either the Building and Zoning Administrator or the Planning Commission to the Zoning Board of Appeals. The City shall provide written notification of denial at the last address of record. A written application for an appeal hearing before the Zoning Board of Appeals shall be filed with the office of the Building and Zoning Administrator within 15 calendar days of the receipt of the notice of denial.

7. Exceptions

The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this ordinance and pertaining to such parks.

Section 10. Amendment of Section 30.03 regarding appeals of Special Land Use Decisions.

Section 30.03 of the City of Swartz Creek Zoning Ordinance is hereby amended to read as follows:

Section 30.03 -- CONDITIONS OF APPROVAL; APPEALS.

- A. The City Council may impose conditions of approval, which will help ensure the Special Land Use meets the standards of this Ordinance provided that the conditions:
 - 1. Protect the health, safety, and welfare of those affected
 - 2. Are related to the valid exercise of the police power of the City
 - 3. Are necessary to meet the intent and purpose of this Ordinance
 - 4. Are related to the standards established in this Ordinance for the land use or activity under consideration and are necessary to ensure compliance with those standards
 - 5. Provide adequate protection to existing land uses so the proposed land use will not be detrimental or injurious to the surrounding neighborhood.
- B. Approval of a Special Land Use, including conditions made part of the approval, is attached to the property described in the application and not to the owner of such property. A record of conditions imposed shall be made a part of the City Council minutes and maintained by the Building Official. The conditions shall remain unchanged unless an amendment to the Special Land Use is approved by the City Council.
- C. Appeals. There is no appeal to the Zoning Board of Appeals of any decision by the Zoning Administrator, the Planning Commission or the City Council in connection with a special land use. Such an appeal shall be to the Genesee County Circuit Court.

Section 11. Amendment of Article 32, Administration and Enforcement to add a new Section 32.16 regarding registration for receipt of public hearing notices.

Article 32 of the City of Swartz Creek Zoning Ordinance is hereby amended to add thereto new Section 32.16 to read as follows:

Section 32.16 – REGISTRATION FOR RECEIPT OF PUBLIC HEARING NOTICES.

- A. General: Any neighborhood organization, public utility company, railroad or any other person may register with the Zoning Administrator to receive written notice of all applications for development approval or written notice of all applications for development approval within the zoning district in which they are located. The Zoning Administrator shall be responsible for providing this notification. Fees may be assessed for the provision of this notice, as established by the City Council.
- B. Requirements: The requesting party must provide the Zoning Administrator information on an official form to ensure notification can be made. All registered persons must re-register annually to continue to receive notification pursuant to this Section.

Section 12. Amendment of the Zoning Map of the City of Swartz Creek.

The official Zoning Map of the City of Swartz Creek, Michigan, shall be that map dated April 13, 2009, a copy of which is attached as Exhibit A hereto. The original copy of said map shall be maintained on file with the City Clerk.

Section 13. Repeal of Inconsistent ordinances.

Ordinances No. 396 and No. 397 and any other ordinances of the City of Swartz Creek which are in conflict with the provisions of this ordinance are hereby repealed.

Section 14. Penalties; Sanctions.

Any person who violates any provision of this Ordinance is subject to the penalties and sanctions provided for in Article 32 of the Zoning Ordinance.

Section 15. Effective Date.

This ordinance shall be effective on the 15th day of June, 2009.

At a regular meeting of the City Council of the City of Swartz Creek held on May 11, 2009, adoption of the foregoing ordinance was moved by _____ and supported by _____.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

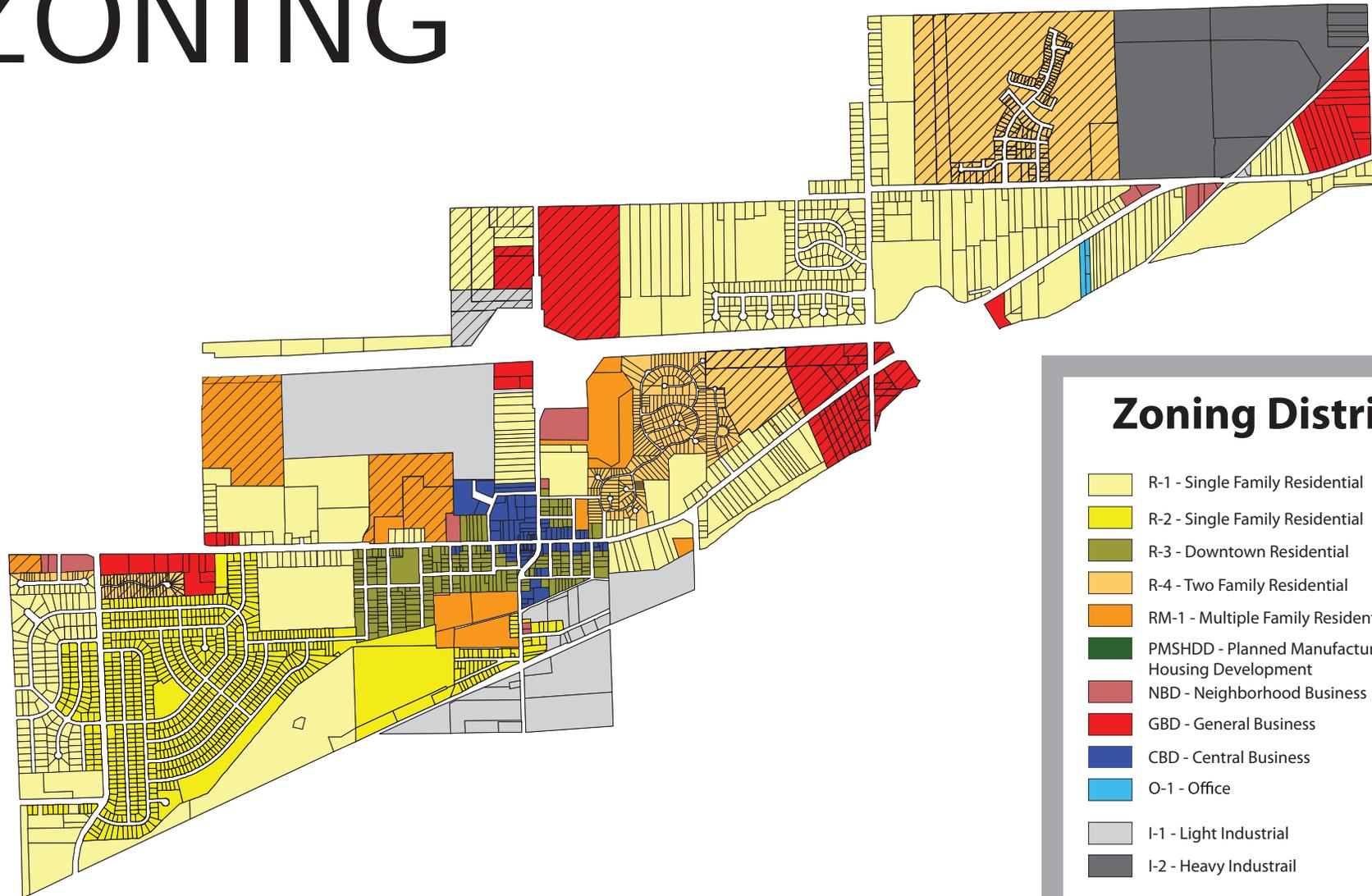
Richard Abrams
Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. 400 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on May 11, 2009.

Juanita Aguilar, City Clerk

ZONING

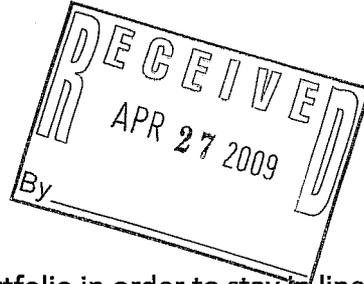


Zoning Districts

- R-1 - Single Family Residential
- R-2 - Single Family Residential
- R-3 - Downtown Residential
- R-4 - Two Family Residential
- RM-1 - Multiple Family Residential
- PMSHDD - Planned Manufactured Seniors Housing Development
- NBD - Neighborhood Business
- GBD - General Business
- CBD - Central Business
- O-1 - Office
- I-1 - Light Industrial
- I-2 - Heavy Industrial
- PUDD - Planned Unit Development District

April 22, 2009

ADAM ZETTEL
8083 CIVIC DR
SWARTZ CREEK, ADDR STATE 48473-1377



Reference ID: FT01071A

Dear Landlord:

We are in the process of reassessing our cell site portfolio in order to stay in line with the current environment and aligned with best practices in the wireless industry.

At this time, we request that you contact Md7 to discuss changes to the lease agreement for the cellular antenna equipment on your property at 8100 B-Civic Drive, Swartz Creek, MI 48473. We have selected Md7 as our partner because of their professionalism and industry expertise and have authorized them to facilitate these changes in order to reinforce our relationship.

Please use the reference ID and toll-free number below when you speak with an Md7 representative.

CALL FOR MORE INFORMATION

REFERENCE ID: FT01071A
Account Rep: Garrett Zubok
PHONE: 888-517-1212, ext. 7431

Thank you for your immediate attention and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Allan Tantillo".

Allan Tantillo
Director, T-Mobile Towers
T-Mobile USA



April 22, 2009

City of Swartz Creek, Attention: Adam Zettel,
8083 CIVIC DR
SWARTZ CREEK, MI 48473-1377

Reference ID: FT01071A

Dear City of Swartz Creek, Attention: Adam Zettel,

T-Mobile has directed Md7 to work with you to facilitate certain lease modifications that will reinforce T-Mobile's position as a leader in the industry and create a more viable long-term relationship with you.

Industry changes

As you may already know, recent economic and industry developments are changing how wireless carriers must operate. In the past, emphasis was placed on rapidly building out networks in order to improve coverage. Today, while the end-user is enjoying greater services and better coverage than ever before, escalating operating costs are growing at an unsustainable rate. As a result, the industry is shifting its focus to operating networks as efficiently as possible.

Eliminate risk and increase value

One way carriers are addressing this shift is by reassessing their cell-site portfolio. T-Mobile has partnered with Md7 to offer selected landlords like you the opportunity to minimize the personal and business risks associated with economic uncertainties, and to increase the true value of your cell site.

In exchange for your cooperation in amending the terms of your lease to support T-Mobile's long term success, T-Mobile and Md7 will guarantee your cell site lease income under the following terms:

- \$800 per month, commencing 7/1/2009
- 5% rent increase every 5 years, commencing 7/1/2014
- A rent holiday commencing 7/1/2027; rent will resume 7/1/2034 (assuming site is still operational)
- In exchange, T-Mobile will modify its termination rights to ensure your rental income stream starting immediately for the next **120 months**, totaling over **\$96,000.00**

OR

- Alternatively, you can elect to receive a one-time, lump-sum payment of \$84,225.00 in exchange for a 15 year lease assignment.

A sound decision

As the economy and the industry fluctuate, it can be comforting to have something you can count on. Although you have been invited by T-Mobile to share in this offer, your participation is optional and T-Mobile will continue to abide by the terms of the original agreement, including T-Mobile's ability to exercise termination rights where they exist. As always, T-Mobile values its affiliation with you and would like to "stick together" with you to continue a long and mutually beneficial relationship for years to come.

Please contact me to discuss the next steps to secure your relationship with T-Mobile for the long run.

Sincerely,



Garett Zubok
Lease Consultant
phone (858) 964-7431
fax (858) 408-3090
gzubok@md7.com

Md7, LLC
3721 Valley Centre Drive
Suite 300
San Diego, CA 92130
USA
Office: 858 799 7850
Toll Free: 888 517 1212

Md7 is an authorized partner with

T · · Mobile®

COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of DECEMBER 1, 2005, by Omnipoint Holdings, Inc., a Delaware Corporation ("Tenant") and the City of Swartz Creek, a Michigan municipal corporation ("Owner" or "Landlord").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("Land") located in the City of Swartz Creek, County of Genesee, State of Michigan, commonly known as 8100 Civic Drive, Swartz Creek, Michigan 48473 (APN: 58-35-576-037). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Tenant and Tenant leases from Owner approximately Four hundred fifty (450) square feet of the Land and all access and utility easements necessary or desirable therefore ("Premises"), as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date") Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Tenant shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Tenant may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Tenant determines, during the Due Diligence Period, that the Premises are not appropriate for Tenant's intended use, or if for any other reason, or no reason, Tenant decides not to commence its tenancy of the Premises, then Tenant shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Tenant expressly acknowledge and agree that Tenant's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Tenant shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Tenant's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent One Thousand and 00/100 Dollars (\$1,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased at the beginning of each Renewal Term by an amount equal to ten percent (10%) of the Rent in effect for the Term or previous Renewal Term. Rent shall be payable to Landlord at 8083 Civic Drive, Swartz Creek, Michigan 48473; Attention: Finance - Accounts Receivable. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

5. **Use.**

(a) From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises, so long as such use on the part of Tenant does not violate any applicable federal, state or local laws or obligations of Tenant contained herein.

(b) Except as provided for, all assignments and/or subletting in paragraph 13 below, Tenant shall not grant any rights to the premises to any other party, whether by license, easement or otherwise, without the written approval of the Landlord

6. **Facilities; Utilities; Access.**

(a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefor ("Tenant Facilities") In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner, and any grading or soil movement, if any, shall not cause a nuisance on any abutting property. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than three (3) feet below grade level

(b) All construction and placement of the Tenants facilities on the land by the Tenant shall be performed and accomplished in compliance with the site plan approved by the Swartz Creek City Council on November 14, 2005; provided, however, that the Tenant shall not have any responsibility for maintenance of trees required to be planted by the Tenant on the land outside of the Premises after one (1) year.

(c) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company. All utilities located on the Land shall be located underground.

(d) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive access right for pedestrian and vehicular ingress and egress across the Land, and such right is described generally in Exhibit B.

(e) Landlord shall maintain the existing access roadways from the nearest public roadway to the location near the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road from the existing access roadway to the Premises ("Access Road"), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss by casualty or other causes beyond Tenant's reasonable control. Landlord shall be responsible for any damages to the Access Road caused by use of the Access Road by Landlord, or Landlord's agents, employees, licensees, invitees or contractors. Tenant shall not be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement.

(f) Tenant shall provide to the City, without cost, space on the telecommunications tower at a point one-hundred feet (100) above ground level for the placement of telecommunications or other equipment.

7. **Interference.**

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Land, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. **Taxes.** The Land is presently exempt from property taxes because the Land is owned by a tax-exempt entity. If the Premises becomes taxable to Tenant under Act 189 of the Public Acts of 1953, Tenant shall pay all taxes assessed to it under said Act, as well as any taxes assessed to it for its personal property located on the Premises.

9. **Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. **Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of notice to Landlord, which shall be no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.**

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000 00) per occurrence and Two Million and 00/100 dollars (\$2,000,000 00) aggregate. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by

providing to Landlord a Uniform Resource Locator ("URL") Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000 00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically by providing to Tenant a URL Link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12. Such insurance shall relate only to matters related to the communications tower, related facilities

(c) Landlord shall be named as an additional insured on Tenant's policy

13. **Assignment and Subletting.** Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

14. **Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Land in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Land and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

15. **Repairs.** Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

16. **Hazardous Material.**

(a) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below). As of the Effective Date of this Agreement, Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the

ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. Landlord shall not be liable for any act or event for which it has immunity under law, unless otherwise decided by a court of competent jurisdiction.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

17. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473
Attn: City Manager, Paul Bueche
Phone: 810-635-4464

With a copy to:

Simen, Figura & Parker P L C
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
Attn: City Attorney Richard Figura
Phone: (810)-235-9000

AND:

Tenant:

Omnipoint Holdings, Inc
c/o T-Mobile USA, Inc
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept

With a copy to:

Omnipoint Holdings, Inc
c/o T-Mobile USA, Inc
12170 Merriman Rd
Livonia, MI 48150
Attn: Lease Administration Manager

AND:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473
Attn: City Clerk
Phone: (810)-635-4464

Omnipoint Holdings, Inc
c/o T-Mobile USA, Inc
8550 W Bryn Mawr Ave
Chicago, Illinois 60631
Attn: Lease Administration Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of Michigan.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(m) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(n) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(o) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

18. Supplier Diversity. Tenant is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Tenant that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Tenant and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. § 1135d-5(3)); and also Hispanic-serving institutions as defined in Section

316(b)(1) of such Act (20 U S C. §1059c(b)(1)) Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier

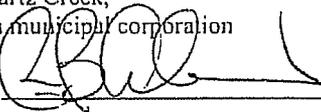
*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

TENANT:

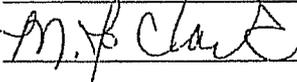
City of Swartz Creek,
a Michigan municipal corporation

By: 

Name: Richard B. Abrams

Title: Mayor

Date: 02 DE 2005

By: 

Name: Mary Jo Clark

Title: City Clerk

Date: 12-1-2005

Tax I.D : 38-6034855

By: 

Name: Michael S. Hogan

Title: Director of Engineering & Operations

Date: 11/24/05

Diverse Supplier: Yes No

6-May-09

Letters have gone out to each individual on these lists giving them the opportunity to pay any amounts due. If payment is not received by May 11, 2009 these amounts will be added to their summer tax bills as a special assessment.

Delinquent water & sewer accounts

There are a total of 167 delinquent accounts for water and sewer. Total amount outstanding at this time is \$83,973.04 (Attached is a list of accounts)

Mowing

Invoice	Date	Name	Amount
0800004327	5/19/2008	Marathon Gas Station	300.00
0800004354	6/24/2008	Marathon Gas Station	300.00
0800004349	6/23/2008	John Pavlis	300.00
0800004377	7/18/2008	Swartz Creek Ventures	300.00
0800004389	8/14/2008	Swartz Creek Ventures	300.00
0700004219	10/12/2007	William Broderick	300.00
0700004239	11/12/2007	William Broderick	300.00
0700004218	10/12/2007	Robert & Kimberly Harrison	300.00
0700004220	10/12/2007	Secretary of HUD	300.00
0700004238	11/12/2007	Secretary of HUD	300.00
0800004368	7/14/2008	ABN AMRO Mortgage Co	300.00
0800004397	8/21/2008	ABN AMRO Mortgage Co	300.00
0800004334	6/6/2008	Deutsch Bank National Trust	300.00
0800004338	6/6/2008	Eric Schuchaskie	300.00
0800004351	6/23/2008	Bernard Schmidt	250.00
0800004369	7/14/2008	Dean Maiberger	300.00
0800004378	7/18/2008	Household Finance Corp	300.00
0800004382	8/1/2008	Gerardo & Monica Chacon	300.00
		Total	<u>\$5,350.00</u>

Sidewalks

Invoice	Date	Name	Amount
0700004215	10/12/2007	Kenneth & Jackie Berten	\$403.20

Customer Name	Address	City/State/Zip	Tax ID #	Amount
LEA COLLINS	73 ASHLEY CIRCLE	SWARTZ CREEK, MI 48473	58-35-300-006	\$76.45
ANNE BROWN	106 ASHLEY CIRCLE	SWARTZ CREEK, MI 48473	58-35-300-006	\$122.79
JOSHUA MAGNETT	6286 AUGUSTA ST	SWARTZ CREEK, MI 48473	58-30-651-022	\$732.82
CAPRICE CASTANO	5175 BIRCHCREST	SWARTZ CREEK, MI 48473	58-03-531-084	\$570.65
DOUG GONYEA	5191 BIRCHCREST	SWARTZ CREEK, MI 48473	58-03-531-086	\$559.92
ROBERT CAMPBELL	5225 BIRCHCREST	SWARTZ CREEK, MI 48473	58-03-531-090	\$581.40
MICHAEL LIESEN	5295 BIRCHCREST	SWARTZ CREEK, MI 48473	25+03-531-112	\$502.21
TIMOTHY MITTS	5031 BRADY ST	SWARTZ CREEK, MI 48473	58-02-527-016	\$93.32
BERNADETTE SAVAGE	5032 BRADY ST	SWARTZ CREEK, MI 48473	58-02-527-007	\$566.13
JACK CRAMER	6211 BRISTOL RD	SWARTZ CREEK, MI 48473	58-31-200-004	\$324.05
MARK O'BRIEN	6247 BRISTOL RD	SWARTZ CREEK, MI 48473	58-31-200-002	\$566.54
JEFFREY GOODRICH	6337 BRISTOL RD	SWARTZ CREEK, MI 48473	58-31-100-038	\$119.84
RICK REED	6419 BRISTOL RD	SWARTZ CREEK, MI 48473	58-31-100-005	\$108.89
JENNIFER WAUN	6491 BRISTOL RD	SWARTZ CREEK, MI 48473	58-31-501-009	\$644.26
JOHN FULLER	8041 BRISTOL RD	SWARTZ CREEK, MI 48473	58-35-200-013	\$572.13
RICK VAUGHN	24 BROOKFIELD	SWARTZ CREEK, MI 48473	58-35-776-024	\$110.27
MICHAEL TRIEGER	8453 CAPPY LANE	SWARTZ CREEK, MI 48473	58-02-502-021	\$587.70
MARK RAYMOND	8485 CHELMSFORD	SWARTZ CREEK, MI 48473	58-02-501-026	\$702.84
GREG FORSYTHE	8507 CHELMSFORD	SWARTZ CREEK, MI 48473	58-02-501-036	\$648.21
DAVID BISTRICKY	9044 CHELMSFORD	SWARTZ CREEK, MI 48473	58-03-528-016	\$610.40
DAVID PRICE	9143 CHELMSFORD	SWARTZ CREEK, MI 48473	58-03-528-002	\$587.19
MARTIN MCCORMICK	8481 CHESTERFIELD	SWARTZ CREEK, MI 48473	58-02-501-050	\$419.94
ROBERT JERICHOW	8505 CHESTERFIELD	SWARTZ CREEK, MI 48473	58-02-501-054	\$313.09
JAYNA RHOADS	9056 CHESTERFIELD	SWARTZ CREEK, MI 48473	58-02-526-006	\$118.80
DANIEL MILLER	9072 CHESTERFIELD	SWARTZ CREEK, MI 48473	58-03-526-008	\$581.19
MIKE JANES	9277 CHESTERFIELD	SWARTZ CREEK, MI 48473	58-36-551-008	\$632.99
MICHELLE CORKINS	7550 CHURCH	SWARTZ CREEK, MI 48473	58-36-551-008	\$692.24
KORY SHAY	8096 CRAPO ST	SWARTZ CREEK, MI 48473	58-02-530-035	\$601.98
ROBERT HARRISON	8109 CRAPO ST	SWARTZ CREEK, MI 48473	58-02-530-046	\$559.92
SHELLY WILLIAMS	5189 DAVAL DR	SWARTZ CREEK, MI 48473	58-02-501-013	\$1,275.29
RONALD GRIFFEN	5235 DON SHENK	SWARTZ CREEK, MI 48473	58-02-503-069	\$844.26
KENNETH LOCKREY	5267 DON SHENK	SWARTZ CREEK, MI 48473	58-02-503-073	\$718.05
DAVID FLETCHER	5348 DON SHENK	SWARTZ CREEK, MI 48473	58-02-552-003	\$600.90
DEBBIE FOOTE	5362 DON SHENK	SWARTZ CREEK, MI 48473	58-02-552-001	\$650.28
CHARLENE MCBRIDE	5404 DON SHENK	SWARTZ CREEK, MI 48473	58-03-579-003	\$559.92
JANIS MEADER	5410 DON SHENK	SWARTZ CREEK, MI 48473	58-03-579-002	\$559.92
BRUCE POBOCIK	5129 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-152	\$586.84
DAVID TALSMAN	5183 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-161	\$559.92
MICHAEL GEORGE	5191 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-162	\$589.92

MEGHAN HARRIS	5213 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-165	\$727.62
MELISSA HAMILTON	5299 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-174	\$93.32
JUDITH MARTINEAU	5307 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-175	\$139.98
REBECCA GRAZIANO	5346 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-120	\$559.92
DEANA GREEN	5377 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-182	\$613.06
EARLE KNEALE	5380 DURWOOD	SWARTZ CREEK, MI 48473	58-03-533-115	\$59.92
KIESHA ALLEN	3475 ELMS RD	SWARTZ CREEK, MI 48473	58-30-551-004	\$561.80
MICHELLE SPALDING	3493 ELMS RD	SWARTZ CREEK, MI 48473	58-30-551-001	\$948.40
BARB & JERRY ST CIN	4072 ELMS RD	SWARTZ CREEK, MI 48473	58-36-526-072	\$304.27
JASON SMITH	4354 ELMS RD	SWARTZ CREEK, MI 48473	58-36-577-012	\$721.79
DOROTHY MACGILLIVRAY	5052 FAIRCHILD	SWARTZ CREEK, MI 48473	58-02-526-086	\$320.91
JOHN WEBB	5090 FAIRCHILD	SWARTZ CREEK, MI 48473	58-02-526-081	\$7.46
HURSHEL WISE	5121 FAIRCHILD	SWARTZ CREEK, MI 48473	58-02-526-100	\$349.90
JEREMY ALLEN	5027 FIRST ST	SWARTZ CREEK, MI 48473	58-01-502-038	\$559.92
BETH STACHURA	5037 FIRST ST	SWARTZ CREEK, MI 48473	58-01-502-118	\$559.92
JOE MCCARTHY	5020 FORD ST	SWARTZ CREEK, MI 48473	58-02-528-009	\$569.52
MATT MCLEAN	5159 GREENLEAF BLVD	SWARTZ CREEK, MI 48473	58-03-533-075	\$624.32
STEPHEN KESKES	5227 GREENLEAF	SWARTZ CREEK, MI 48473	58-03-533-085	\$576.34
KENNETH KEYES	5296 GREENLEAF	SWARTZ CREEK, MI 48473	58-03-533-055	\$2.40
LINDA BOGDANOWICZ	5387 GREENLEAF	SWARTZ CREEK, MI 48473	58-03-533-107	\$687.72
GARY PAIGE	7445 GROVE ST	SWARTZ CREEK, MI 48473	58-01-502-110	\$474.56
RICKETTS-EVERETT	7489 GROVE ST	SWARTZ CREEK, MI 48473	58-01-100-010	\$559.92
ROBERT PARIS	5019 HAYES ST	SWARTZ CREEK, MI 48473	58-02-529-006	\$696.02
MAUREEN JUHASZ	5131 HELMSLEY	SWARTZ CREEK, MI 48473	58-03-528-011	\$868.69
ROY COOPER	5170 HELMSLEY	SWARTZ CREEK, MI 48473	58-03-532-005	\$561.16
CHAD PERIGO	9261 HILL RD	SWARTZ CREEK, MI 48473	58-03-576-005	\$714.36
MARK SKANK	9275 HILL RD	SWARTZ CREEK, MI 48473	58-03-576-007	\$199.74
JULIE LUMSDEN	9275 HILL RD	SWARTZ CREEK, MI 48473	58-03-576-007	\$118.80
VALLEY RIDGE CONST	4203 HICKORY	SWARTZ CREEK, MI 48473	58-36-530-006	\$419.94
FEDEK ENTERPRISES	5012 HOLLAND DR	SWARTZ CREEK, MI 48473	58-02-529-017	\$1,553.18
KARL BAEHR	3420 HERITAGE	SWARTZ CREEK, MI 48473	58-30-651-064	\$359.32
RAYMOND BARBER	3432 HERITAGE	SWARTZ CREEK, MI 48473	58-30-651-062	\$460.68
PATRICIA FULKERSON	8051 INGALLS	SWARTZ CREEK, MI 48473	58-02-200-011	\$585.94
JAIME STOMBERSKI	8083 INGALLS	SWARTZ CREEK, MI 48473	58-02-200-007	\$118.80
JENNIFER WISE	8129 INGALLS	SWARTZ CREEK, MI 48473	58-02-200-005	\$542.03
BART BEAUCHAMP	4124 JENNIE LN	SWARTZ CREEK, MI 48473	58-36-526-013	\$363.99
BETTY CHANDLER	4127 JENNIE LN	SWARTZ CREEK, MI 48473	58-36-526-028	\$559.92
PAUL STEWART	4154 JENNIE LN	SWARTZ CREEK, MI 48473	58-36-526-016	\$622.14
KATHOLINE MAY	4194 JENNIE LN	SWARTZ CREEK, MI 48473	58-36-526-022	\$503.77
KIM CRAMER	9214 JILL MARIE	SWARTZ CREEK, MI 48473	58-03-534-047	\$192.07
BENJAMIN BARRY	9243 JILL MARIE	SWARTZ CREEK, MI 48473	58-03-534-013	\$559.92
BARRY SMOTHERS	9275 JILL MARIE	SWARTZ CREEK, MI 48473	58-03-534-017	\$259.92

DUSTIN MYSEN	9292 JILL MARIE	SWARTZ CREEK, MI 48473	58-03-534-042	\$644.01
DON CLARK	9150 LUEA LN	SWARTZ CREEK, MI 48473	58-03-626-022	\$118.80
AMY BAKER	8051 MAPLE	SWARTZ CREEK, MI 48473	58-02-530-013	\$357.23
ALGER MACAULEY	8099 MAPLE ST	SWARTZ CREEK, MI 48473	58-02-530-036	\$606.63
JAYNE SKAGGS	7553 MASON ST	SWARTZ CREEK, MI 48473	58-36-551-007	\$485.23
LYNN BREWINGTON	6246 MANSFIELD	SWARTZ CREEK, MI 48473		\$169.47
RUSSELL DELISLE	5070 MCLAIN ST	SWARTZ CREEK, MI 48473	58-02-526-054	\$295.49
CHARLES SHERWOOD	5094 MCLAIN ST	SWARTZ CREEK, MI 48473	58-02-526-050	\$93.32
AMY & NICCO GEORGOPULOS	5354 MILLER RD	SWARTZ CREEK, MI 48473	58-29-551-014	\$419.94
MINDY GRISWATCH	6033 MILLER RD	SWARTZ CREEK, MI 48473	58-31-200-014	\$241.82
RONALD LUNDGREN	6141 MILLER RD	SWARTZ CREEK, MI 48473	58-31-527-007	\$570.50
ALFRED EVANS	6176 MILLER RD	SWARTZ CREEK, MI 48473	58-31-526-003	\$469.78
KIMBERLYI DUSSEAU	6230 MILLER RD	SWARTZ CREEK, MI 48473	58-31-200-009	\$580.68
TRACY HUGHES	6300 MILLER RD	SWARTZ CREEK, MI 48473	58-31-100-017	\$146.19
REBECCA EDWARDS	7165 MILLER RD	SWARTZ CREEK, MI 48473	58-36-577-021	\$559.92
BYRON JOYS	7185 MILLER RD	SWARTZ CREEK, MI 48473	58-36-577-023	\$767.76
REBECCA PARIS	7297 MILLER RD	SWARTZ CREEK, MI 48473	58-36-577-034	\$568.24
AMY REED	7493 MILLER RD	SWARTZ CREEK, MI 48473	58-01-501-001	\$559.92
EXPRESSIONS IN SILK	7530 MILLER RD	SWARTZ CREEK, MI 48473	58-36-300-020	\$0.96
N TOUCH THERAPUTIC MASS	7550 MILLER RD	SWARTZ CREEK, MI 48473	58-36-552-010	\$301.13
DANIEL BALDWIN	7566 MILLER RD	SWARTZ CREEK, MI 48473	58-36-552-007	\$666.50
JEFFERY CUMMINGS	8092 MILLER RD	SWARTZ CREEK, MI 48473	58-35-576-027	\$596.92
MICHAEL JAGGAER	8169 MILLER RD	SWARTZ CREEK, MI 48473	58-02-526-001	\$330.86
MARC PARKER	8231 MILLER RD	SWARTZ CREEK, MI 48473	58-02-526-031	\$774.01
THOMAS MAGOFFEE	8323 MILLER RD	SWARTZ CREEK, MI 48473	58-02-504-003	\$874.39
JEFF KRUMMEL	8343 MILLER RD	SWARTZ CREEK, MI 48473	58-02-504-005	\$215.56
LESTER GRAY	8461 MILLER RD	SWARTZ CREEK, MI 48473	58-02-501-079	\$233.30
HOPE MOORE	4264 MORRISH RD	SWARTZ CREEK, MI 48473	58-35-576-021	\$713.70
FAMILY WORSHIP CENTER	4484 MORRISH RD #A	SWARTZ CREEK, MI 48473	58-35-576-053	\$508.20
OBRIEN'S GARAGE	5099 MORRISH RD	SWARTZ CREEK, MI 48473	58-01-502-104	\$279.96
LORENE BERENS	5130 MORRISH RD	SWARTZ CREEK, MI 48473	58-02-200-020	\$42.62
BRIAN NICHOLSON	5138 MORRISH RD	SWARTZ CREEK, MI 48473	58-02-200-021	\$563.83
HAROLD MILLER	5157 MORRISH RD	SWARTZ CREEK, MI 48473	58-01-100-013	\$559.92
GREGORY BAKER	5220 MORRISH RD	SWARTZ CREEK, MI 48473	58-02-200-030	\$3,759.99
KELLY NOLDE	9132 NORBURY DR	SWARTZ CREEK, MI 48473	58-03-533-111	\$573.33
LENA HUNT	5261 OAKVIEW DR	SWARTZ CREEK, MI 48473	58-02-501-114	\$596.97
JEFFERY CONNER	5269 OAKVIEW DR	SWARTZ CREEK, MI 48473	58-02-501-115	\$136.91
POPLAR VARNELL	5289 OAKVEW DR	SWARTZ CREEK, MI 48473	58-03-532-030	\$187.89
HARRY BLODGETT	5309 OAKVIEW DR	SWARTZ CREEK, MI 48473	58-03-532-033	\$359.92
MEGHAN VANVEELEN	5329 OAKVIEW DR	SWARTZ CREEK, MI 48473	58-03-532-036	\$106.10
CARLEEN DRAHEIM	9238 OAKVIEW DR	SWARTZ CREEK, MI 48473	58-03-531-138	\$223.89
GREG WILLET	9270 OAKVIEW DR	SWARTZ CREEK, MI 48473	58-03-531-171	\$12.73

PHILLIP BROWN	5142 OXFORD CT	SWARTZ CREEK, MI 48473	58-02-501-035	\$559.92
GERARDO CHACON	5149 OXFORD CT	SWARTZ CREEK, MI 48473	58-02-501-029	\$581.40
JEFF SUTLIFF	7035 PARKRIDGE PKWY	SWARTZ CREEK, MI 48473	58-36-527-007	\$42.42
BRIAN GILBERT	7136 PARKRIDGE PKWY	SWARTZ CREEK, MI 48473	58-36-529-002	\$708.39
VALERIE MARTIN	7163 PARKRIDGE PKWY	SWARTZ CREEK, MI 48473	58-36-529-016	\$258.78
BRIAN ALEXANDER	4525 RAUBINGER RD	SWARTZ CREEK, MI 48473	58-36-300-001	\$638.90
LANNY EDMONDS	5027 SCHOOL ST	SWARTZ CREEK, MI 48473	58-02-526-004	\$412.22
RONALD BLOUNT	5074 SCHOOLD ST	SWARTZ CREEK, MI 48473	58-02-526-024	\$601.23
MELISSA BALDWIN	5080 SCHOOL ST	SWARTZ CREEK, MI 48473	58-02-526-023	\$171.45
STEVEN HORST	5086 SCHOOL ST	SWARTZ CREEK, MI 48473	58-02-526-022	\$591.79
SHIRLEY SHEPPARD	5097 SCHOOL ST	SWARTZ CREEK, MI 48473	58-02-526-014	\$593.13
HELEN STORER	5119 SCHOOL ST	SWARTZ CREEK, MI 48473	58-02-526-015	\$572.17
JEFFREY SMITH	5021 SECOND ST	SWARTZ CREEK, MI 48473	58-01-502-021	\$2,712.91
ROBERTA PROFFER	5037 SECOND ST	SWARTZ CREEK, MI 48473	58-01-502-081	\$632.41
MICHAEL STEBBINS	5170 SEYMOUR RD	SWARTZ CREEK, MI 48473	58-03-531-075	\$628.47
DANIEL HATT	5173 SEYMOUR RD	SWARTZ CREEK, MI 48473	58-03-533-003	\$421.08
LORIE MCALLISTER	5195 SEYMOUR RD	SWARTZ CREEK, MI 48473	58-03-533-006	\$261.12
ANGELA MARTIN	5297 SEYMOUR RD	SWARTZ CREEK, MI 48473	58-03-533-020	\$747.59
LAYNETT BANTA	5371 SEYMOUR RD	SWARTZ CREEK, MI 48473	58-03-533-030	\$561.37
RYAN LUNDGREN	5375 SEYMOUR RD	SWARTZ CREEK, MI 48473	58-03-533-031	\$591.44
BARBARA HERKNER	4177 SILVER MAPLE LN	SWARTZ CREEK, MI 48473	58-36-527-002	\$559.92
LYLE MCFADDEN	4476 SPRINGBROOK	SWARTZ CREEK, MI 48473	58-36-651-009	\$438.98
JANICE SHAKER	4484 SPRINGBROOK	SWARTZ CREEK, MI 48473	58-36-651-005	\$465.65
RONALD CARR	5029 THIRD ST	SWARTZ CREEK, MI 48473	58-01-502-079	\$787.80
KEVIN KELLY	7455 WADE ST	SWARTZ CREEK, MI 48473	58-01-502-097	\$209.82
BETH BALLARD	5116 WINSHALL	SWARTZ CREEK, MI 48473	58-02-503-084	\$282.01
RICHARD WHITE	5124 WINSHALL DR	SWARTZ CREEK, MI 48473	58-02-503-083	\$59.92
GARY L BROWN	5154 WINSHALL DR	SWARTZ CREEK, MI 48473	58-02-503-079	\$600.47
MICHAEL WHITE	5200 WINSHALL DR	SWARTZ CREEK, MI 48473	58-02-553-025	\$96.97
SHANNON MYERS	5280 WIINSHALL DR	SWARTZ CREEK, MI 48473	58-02-553-014	\$219.62
GEORGE PERKINS	5304 WINSHALL DR	SWARTZ CREEK, MI 48473	58-02-553-011	\$559.92
MARY BROOKMAN	5366 WINSHALL DR	SWARTZ CREEK, MI 48473	58-02-553-001	\$761.93
HECTOR PENA	5059 WINSTON DR	SWARTZ CREEK, MI 48473	58-02-501-086	\$571.94
BRIAN SCOTT	5078 WINSTON DR	SWARTZ CREEK, MI 48473	58-02-501-068	\$320.44
GARY MAY	5441 WITNEY CT	SWARTZ CREEK, MI 48473	58-03-533-183	\$226.10
RANAE HOWARD	5111 WORCHESTER	SWARTZ CREEK, MI 48473	58-02-501-092	\$655.72
MARK AITES	5285 WORCHESTER	SWARTZ CREEK, MI 48473	58-02-551-013	\$691.26
TERRANCE SHEROSKI JR	5307 WORCHESTER	SWARTZ CREEK, MI 48473	58-02-551-016	\$593.84
DALE ADKINS	5313 WORCHESTER	SWARTZ CREEK, MI 48473	58-02-551-017	\$696.34
KARI HAJDINO	5325 WORCHESTER	SWARTZ CREEK, MI 48473	58-03-578-009	\$1,146.35
MITZI OSBORN	5332 WORCHESTER	SWARTZ CREEK, MI 48473	58-03-578-006	\$243.26
ROBERT BRAYAN	5351 WORCHESTER	SWARTZ CREEK, MI 48473	58-03-578-013	\$12.73

KEVIN WELNINSKI	5372 WORCHESTER	SWARTZ CREEK, MI 48473	58-03-578-001	\$637.91
DOUGLAS ALBERTO	7086 YARMY	SWARTZ CREEK, MI 48473	58-36-526-040	\$34.61
			TOTAL	\$83,973.04

Michigan Municipal League Workers' Compensation Fund

04/16/2009

Declaration Page

5000860-09

City Of Swartz Creek
 Attn: Mary Jo Clark
 8083 Civic Drive
 Swartz Creek, MI 48473

Coverage Period 7/1/2009 to 6/30/2010

RENEWAL

Class Code	Class Description	Estimated Annual Payroll	Rate per \$100 of Payroll	Estimated Annual Premium
5509-00	Street Operations	107,574	5.57	5,992
7520-00	Water Operations	76,446	3.19	2,439
7580-00	Sewer Operations	48,012	2.06	989
7720-01	Police Officers	537,976	2.34	12,589
8395-00	Garage Operations	18,281	2.88	526
8810-01	Clerical-Office	396,216	0.41	1,624
8810-02	Elected Officials	36,400	0.19	69
9015-00	Building Operations	31,836	3.18	1,012
9102-00	Parks & Recreation	18,496	2.45	453
9220-00	Cemetery Operations	112	3.00	3
9410-00	Municipal Employee	18,297	1.17	214
	Totals:	\$1,289,646		\$25,910

Coverage Amount

Employers Liability: \$500,000
 Workers' Compensation: STATUTORY

Annual Installment: 06/15/2009	\$21,299
--------------------------------	----------

Total Standard Premium:	\$25,910
Experience Modifier: .93	(\$1,814)
Modified Premium:	= \$24,096
Size of Premium Factor:	\$0
Expense Constant	\$150
Total Estimated Premium:	= \$24,246
(Dividend Credit)	153 (\$2,947)
NET ESTIMATED ANNUAL PREMIUM:	= \$21,299



michigan municipal league

Workers' Compensation Fund

1675 Green Road, P.O. Box 1487, Ann Arbor, Michigan 48106-1487

Phone: (800) 653-2483

Fax: (734) 741-1774

INVOICE

Swartz Creek, City Of
8083 Civic Drive
Swartz Creek, MI 48473

Customer #: 5000860-08
Invoice #: 12792200
Installment #:
Invoice Date: 04/10/2008
Due Date: 06/15/2008

Payment Amount: \$ _____

Make Payable and mail to: MML Workers' Comp Fund
P.O. Box 972081
Ypsilanti, MI 48197-0835

Please remit top portion with payment

For any questions regarding payment information, please contact Insurance Accounting at (734) 669-6373.

MICHIGAN MUNICIPAL LEAGUE WORKERS' COMPENSATION FUND

Invoice No: 12792200

Invoice Date: 04/10/2008

Due Date: 06/15/2008

POLICY/REF NO.	DESCRIPTION	AMOUNT
5000860-08	Policy Premium	\$24,894.00
	Current Amount Due	\$24,894.00
	Previously Billed Amount	
	TOTAL DUE	\$24,894.00

Account Summary

Empty box for account summary details.

Michigan Municipal League Workers' Compensation Fund

04/09/2008

Declaration Page

5000860-08

City Of Swartz Creek
 Attn: Mary Jo Clark
 8083 Civic Drive
 Swartz Creek, MI 48473

Coverage Period 7/1/2008 to 6/30/2009
 RENEWAL

Class Code	Class Description	Estimated Annual Payroll	Rate per \$100 of Payroll	Estimated Annual Premium
5221-00	Concrete Work	15,956	5.90	941
5509-00	Street Operations	104,022	5.43	5,648
7520-00	Water Operations	103,642	3.11	3,223
7580-00	Sewer Operations	40,520	2.01	814
7720-01	Police Officers	408,857	2.28	9,322
7720-02	Volunteer Police Officers	84,176	2.84	2,391
8395-00	Garage Operations	64,041	2.81	1,800
8810-01	Clerical-Office	525,855	0.40	2,103
8810-02	Elected Officials	49,009	0.19	93
9015-00	Building Operations	44,926	3.18	1,429
9102-00	Parks & Recreation	21,936	2.39	524
9220-00	Cemetery Operations	318	3.00	10
9410-00	Municipal Employee	67,392	1.23	829
	Totals:	\$1,530,650		\$29,127

Coverage Amount

Employers Liability: \$500,000
 Workers' Compensation: STATUTORY

Annual Installment:	06/15/2008	\$24,894
---------------------	------------	----------

Total Standard Premium:	\$29,127
Experience Modifier: .94	(\$1,748)
Modified Premium:	= \$27,379
Size of Premium Factor:	(\$178)
Expense Constant	\$150
Total Estimated Premium:	= \$27,351
(Dividend Credit)	(\$2,457)
NET ESTIMATED ANNUAL PREMIUM:	= \$24,894



ROOM 223 – 1101 BEACH STREET

FLINT, MICHIGAN 48502-1470

TELEPHONE (810) 257-3010 FAX (810) 257-3185

JULIE A. HINTERMAN
DIRECTOR-COORDINATOR

April 20, 2009

MEMORANDUM

TO: Local Units of Genesee County Government

FROM: Julie A. Hinterman, Director-Coordinator
Genesee County Metropolitan Planning Commission (GCMPC)

SUBJECT: Genesee County Senior Citizen Services Program Update

Enclosed is a packet of information regarding services and activities which were assisted with revenues generated by the Genesee County senior services millage. This includes:

- Senior Citizen Services Resource Guide
- Summary of Activities Funded at Genesee County Senior Centers (January 1, 2008 through September 30, 2008)
- Summary of Direct Services Provided (October 1, 2007 through September 30, 2008)
- Maps of Services provided to Genesee County Residents at their Addresses (October 1, 2007 through September 30, 2008)
- Funds Expended by Service Categories in each Local Unit of Government (October 1, 2007 through September 30, 2008)

If you have questions or would like further information or additional Resource Guides, please contact me by telephone at 810-257-3010, by mail to Room 223, 1101 Beach Street, Flint, MI 48502, or email to gcmpec@co.genesee.mi.us.

JH:SA:

k:\cd\senior millage plan\press release psa notices etc\memo outreach packet.doc

**2008 SENIOR MILLAGE PROGRAM: SENIOR CENTERS
EXPENDITURE SUMMARY (1/1/2008 - 9/30/2008)**

Center	BRENNAN	Expenditures	Percent
Administration	community program coordinator (25%), center director (50%), building maintainer (25%), retirement benefit, fringes (employer FICA, medical, other)	\$ 33,760.97	43%
Programming	holiday parties and birthday celebrations, day trips, senior breakfasts, class instructors, supplies	\$ 5,595.27	7%
Operations	window repairs, memberships, office and operating supplies, carpet cleaning, pest control, security service, phone/fax/internet, cable, utilities, vehicle maintenance, outreach	\$ 14,248.14	18%
Equipment Purchases	bingo supplies, television, elliptical, kitchen supplies, picnic table, folding chairs	\$ 2,728.01	3%
Carryover	cable TV, <i>My Senior Center</i> system, pool tables and balls, GCCARD lunches, senior breakfasts, lock and key work, Nintendo Wii, game boards, exercise mats, office supplies, hardware and lumber supplies	\$ 21,937.40	28%
TOTAL		\$ 78,269.79	100%

Center	BURTON	Expenditures	Percent
Administration	senior center director (75%), clerk/typist (100%), city controller (20%), city maintenance manager (5%), part-time van driver (100%), fringes- medical, retirement, FICA	\$ 124,465.14	59%
Programming	Hurley Health- exercise partnership	\$ 6,757.91	3%
Operations	conferences, newsletter, utilities	\$ 38,533.31	18%
Equipment Purchases		\$ -	0%
Carry Over	vehicle purchase, ADA improvements, wheelchairs	\$ 41,390.00	20%
TOTAL		\$ 211,146.36	100%

Center	CARMAN-AINSWORTH	Expenditures	Percent
Administration	senior center director (100%), assistant director (100%), driver/maintenance (100%), driver/IT (100%), 3-part-time activities assistants (100%), bookkeeper (100%), retirement benefits, FICA,	\$ 109,067.94	55%
Programming	daily programming, volunteer expenses	\$ 7,462.32	4%
Operations	janitorial supplies, equipment maintenance and repairs, certifications, insurances and bonds, legal services, publications, office supplies, operating supplies, <i>Pay-chex</i> pay rolling, cable/internet, security system monitoring, waste management, <i>My Senior Center</i> maintenance, phone/fax, travel, utilities, postage	\$ 32,217.42	16%
Equipment Purchases	snow blower, computers, tables and chairs, television, security system, laser printers, DVD player, industrial fan	\$ 14,724.84	7%
Carryover		\$ -	0%
Facility Improvements	upgrade and improve kitchen, upgrade restrooms to be handicap accessible,	\$ 34,010.00	17%
TOTAL		\$ 197,482.52	100%

Center	DAVISON-RICHFIELD	Expenditures	Percent
Administration	senior center assistant director (100%), Employer FICA	\$ 32,305.08	19%
Programming	socialization, education, health, and nutrition activities, volunteer expenses	\$ 34,589.28	20%
Operations	facility maintenance, janitorial services, conferences/workshops, equipment and grounds maintenance, insurances and bonds, memberships, office supplies, operating supplies, audit, phone/fax/internet, travel/mileage, utilities, vehicle maintenance/insurance, newsletter	\$ 100,750.20	58%
Equipment Purchases	My Senior Center upgrades, chairs	\$ 3,529.97	2%
Carryover	senior center van insurance	\$ 1,316.91	1%
TOTAL		\$ 172,491.44	100%

Center	EASTSIDE	Expenditures	Percent
Administration	senior center executive director (74%), administrative director (100%), part-time health and human services coordinator (100%), receptionist/bookkeeper (100%), retirement benefits, other fringes (FICA,	\$ 107,806.36	58%
Programming	art and education activities, volunteer expenses	\$ 1,954.23	1%
Operations	alarm monitoring, pest control, janitorial services, national senior center accreditation, conferences/workshops, equipment and grounds maintenance, insurance and bonds, memberships/publications, office supplies, operating supplies, postage printing, intake clerk, audit,	\$ 75,859.12	41%
Equipment Purchases		\$ -	0%
Carryover		\$ -	0%
TOTAL		\$ 185,619.71	100%

Center	FLUSHING	Expenditures	Percent
Administration	senior center director (100%), administrative assistant (100%), secretary (100%), office assistant (24%), employer FICA, other fringes	\$ 78,001.32	41%
Programming	special events, volunteer expenses	\$ 14,424.76	8%
Operations	janitorial services, conferences/workshops, equipment and grounds maintenance, insurances and bonds, legal services, memberships/publications, office and operating supplies, postage, printing,	\$ 57,911.33	31%
Equipment Purchases	computers/software, vehicle purchase	\$ 17,115.12	9%
Carryover	vehicle purchase	\$ 21,717.58	11%
TOTAL		\$ 189,170.11	100%

Center	FOREST	Expenditures	Percent
Administration	senior center director (100%), assistant director/kitchen worker (100%), office assistant (100%), kitchen worker (100%), employer FICA, Michigan unemployment	\$ 52,269.23	57%
Programming	health fair, garden, supplies, instructors, special activities	\$ 2,636.95	3%
Operations	rent, conferences/workshops, equipment maintenance, legal services, office and operating supplies, postage, audit, phone/fax/internet, outreach	\$ 34,289.19	37%
Equipment Purchases		\$ -	0%
Carryover	MI and Federal unemployment, legal fees, refrigerator, Wii and accessories, moveable wall and cabinets	\$ 3,244.87	4%
TOTAL		\$ 92,440.24	100%

Center	GRAND BLANC	Expenditures	Percent
Administration	city parks and rec. director (20%), senior center director (50%), office manager (30%), city maintenance supervisory (20%), city assistant director (10%), center administrative assistant (100%), maintenance (100%), transportation (100%), 2-cleaning staff (100%), program coordinator (100%), clerical (30 hrs.), clerical (10%), program instructor (100%)	\$ 138,465.27	81%
Programming		\$ -	0%
Operations	facility maintenance (three compartment sink, counter top, carpeting, storage shelves)	\$ 13,489.92	8%
Equipment Purchases	computers/software (website construction), folding tables, stackable chairs, vacuum, warming table, snow blower	\$ 18,543.96	11%
Carryover		\$ -	0%
TOTAL		\$ 170,499.15	100%

Center	HASKELL	Expenditures	Percent
Administration	community program coordinator (25%), janitor (50%), building maintainer (25%), retirement benefits, employer FICA	\$ 24,805.94	40%
Programming	holiday parties, day trips, class instructors, supplies	\$ 2,766.90	4%
Operations	window repairs, building maintenance, memberships, office and operating supplies, postage, security service, utilities	\$ 9,632.76	16%
Equipment Purchases	water cooler, pool table and balls, pump	\$ 4,674.47	8%
Carryover	cable TV, newsletter, My Senior Center system, office supplies, senior breakfasts/food, self defense class, air-conditioning unit	\$ 20,194.56	33%
TOTAL		\$ 62,074.63	100%

Center	HASSELBRING	Expenditures	Percent
Administration	community program coordinator (25%), senior center director (100%), casual skilled laborer (100%), retirement benefit, employer FICA, other	\$ 27,460.15	27%
Programming	birthday celebrations, day trips, class instructors and supplies	\$ 2,882.58	3%
Operations	building repairs/maintenance, memberships, office and operating supplies, postage, cable TV, security service, signage for center vehicle, travel/mileage, utilities, outreach	\$ 47,917.34	47%
Equipment Purchases	computer, pool table, balls and ques, Nintendo Wii, game boards, television, picnic tables	\$ 7,412.22	7%
Carryover	cable TV, My Senior Center system	\$ 15,955.22	16%
TOTAL		\$ 101,627.51	100%

Center	KRAPOHL	Expenditures	Percent
Administration	senior center director (12%), social worker technician 100%), program coordinator (100%), transportation coordinator (100%), retirement benefits, fringes (FICA, medical, disability, workers compensation)	\$ 38,482.72	26%
Programming	banquets/meals, education seminars, enrichment programs, greenhouse project, little brothers program, project healthily living, travel, volunteer expenses	\$ 25,362.55	17%
Operations	facility maintenance (kitchen improvements, floor cleanings), conferences and workshops, equipment and grounds maintenance, insurances and bonds, memberships/publications, office and operating supplies, postage, printing, auditor, travel mileage, marketing	\$ 31,473.45	21%
Equipment Purchases	kitchen equipment	\$ 7,684.09	5%
Carryover	automatic doors, cubical and storage units, carpeting, kitchen improvements, defibulator, sidewalk repair, television	\$ 47,114.17	31%
TOTAL		\$ 150,116.98	100%

Center	LOOSE	Expenditures	Percent
Administration	senior center director (75%), assistant director (100%), program coordinator (100%), receptionist (100%), maintenance (100%), fringes -	\$ 136,325.00	44%
Programming		\$ -	0%
Operations	accountant fees, auditor, website maintenance, copy machine, phone/fax/internet, utilities	\$ 19,075.38	6%
Equipment Purchases		\$ -	0%
Facility Improvements	kitchen renovation and equipment, architect fees	\$ 98,748.00	32%
Carryover	computers/software, kitchen appliances and equipment, exercise equipment, multi-media equipment, outreach, postage and printing	\$ 56,824.45	18%
TOTAL		\$ 310,972.83	100%

Center	MONTROSE	Expenditures	Percent
Administration	senior center director (100%), employer FICA, life insurance	\$ 43,496.36	32%
Programming		\$ -	0%
Operations	rental (while building under construction), grounds maintenance, insurances and bonds, legal services, operating supplies, postage, appraisal, phone/fax/internet, utilities, vehicle maintenance	\$ 30,379.93	23%
Equipment Purchases	small vacuum	\$ 29.00	0%
Carryover	replace heating/cooling system, center remodeling, paint, windows	\$ 60,695.50	45%
TOTAL		\$ 134,600.79	100%

Center	PIERCE	Expenditures	Percent
Administration	community program coordinator (25%), senior center director (100%), casual skilled laborer (100%), retirement benefits, employer FICA, other	\$ 56,276.80	52%
Programming	birthday celebrations, day trips, food, class instructors and supplies	\$ 6,980.51	7%
Operations	hardware and lumber supplies, building repairs, conferences, memberships, office and operating supplies, cable TV, security service, painting, travel/mileage, utilities, outreach	\$ 14,199.30	13%
Equipment Purchases	game boards, exercise mats, television, picnic tables	\$ 2,725.26	3%
Carryover	pool tables, balls and ques, newsletter and postage, My Senior Center system	\$ 27,057.11	25%
TOTAL		\$ 107,238.98	100%

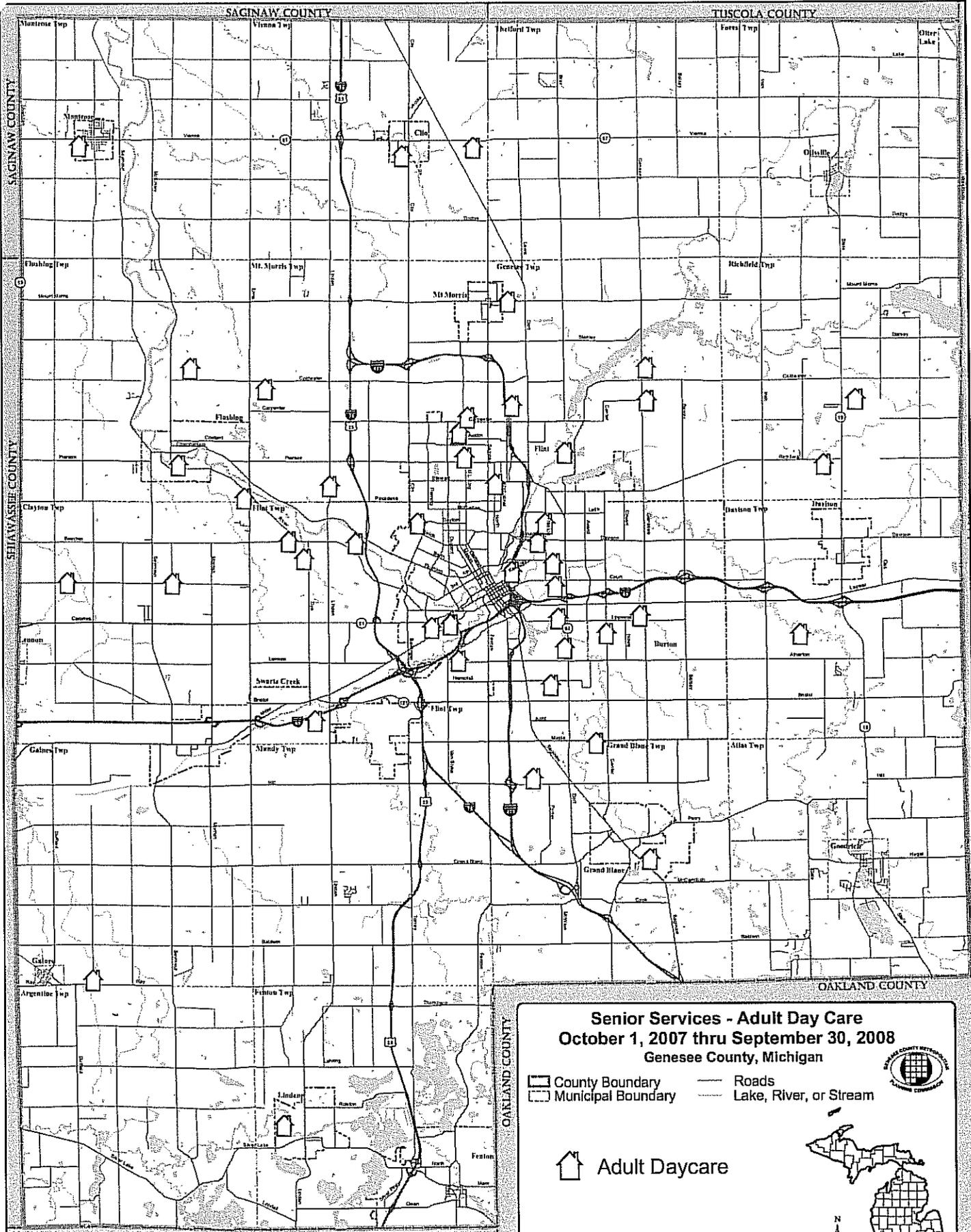
Center	SWARTZ CREEK	Expenditures	Percent
Administration	senior center director (80%), assistant director (100%), office assistant (100%), retirement benefit, employer FICA	\$ 58,362.17	44%
Programming	special events, education, health, nutrition, and social activities, volunteer expenses	\$ 25,213.30	19%
Operations	conferences/workshops, equipment and grounds maintenance, insurances and bonds, legal services, memberships/publications, office and operating supplies, postage, printing, storage unit rental, phone/fax/internet, travel/mileage, outreach	\$ 28,534.58	22%
Equipment Purchases		\$ -	0%
Carryover	2 office computers, 3 media room computers, upgrade laptops, server repairs and upgrade, desks, storage cabinets, kitchen supplies	\$ 20,015.49	15%
TOTAL		\$ 132,125.54	100%

Center	THETFORD	Expenditures	Percent
Administration	senior center director (100%), assistant director (100%), bus driver/alternate driver (100%), retirement benefits, fringes (FICA, medical,	\$ 93,676.60	61%
Programming	pig roast, volunteer expenses	\$ 4,379.91	3%
Operations	pest control, facility repairs, conferences/workshops, equipment maintenance, memberships/publications, office and operating supplies,	\$ 37,512.76	24%
Equipment Purchases	computer software, television, Nintendo Wii, computer desks, bathroom fixtures	\$ 7,729.11	5%
Carryover	bathroom improvements, architect fees	\$ 10,654.75	7%
TOTAL		\$ 153,953.13	100%

Genesee County Senior Services Program Track Two Services Report - Final
Report FY 2008 (October 2007 through September 2008)

Activity	Seniors Served	Meals Served	Hours of Service
ADULT DAY CARE	66		15,165.0
CARE MANAGEMENT-ASSESSMENT	38		338.0
CASE COORDINATION-ASSESSMENT	738		2,923.0
CONGREGATE MEALS	2,201	54,357	0.0
DOOR-THROUGH-DOOR TRANSPORT	6,406		
FOSTER GRAND PARENTS PROGRAM	300		5,325.0
GUARDIANSHIPS / CONSERVATORSHIPS	355		
HOME DELIVERED MEALS	440	164,169	
IAR / CASE COORD	3,321		3,717.0
IN-HOME MINOR CHORE	645		2,830.0
IN-HOME PERSONAL CARE	1,338		14,982.0
INTAKE, ASSESSMENT, & REFERRAL	251		695.0
LONG TERM CARE OMBUDSMAN	530		1,334.0
LSEM ELDER ABUSE & EXPLOITATION PREVENTION	12		615.0
LSEM LEGAL ASSISTANCE	151		1,872.0
OGCS ELDER ABUSE PREVENTION TEAM	1,011		5,187.0

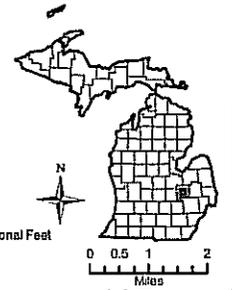
Activity	Seniors Served	Meals Served	Hours of Service
RESPITE SERVICES	163		3,681.0
RVSP / KISS	403		6,771.0
SENIOR COMPANION PROGRAM	386		4,914.0
TOTAL:	18,755	218,526	70,349.0



Senior Services - Adult Day Care
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

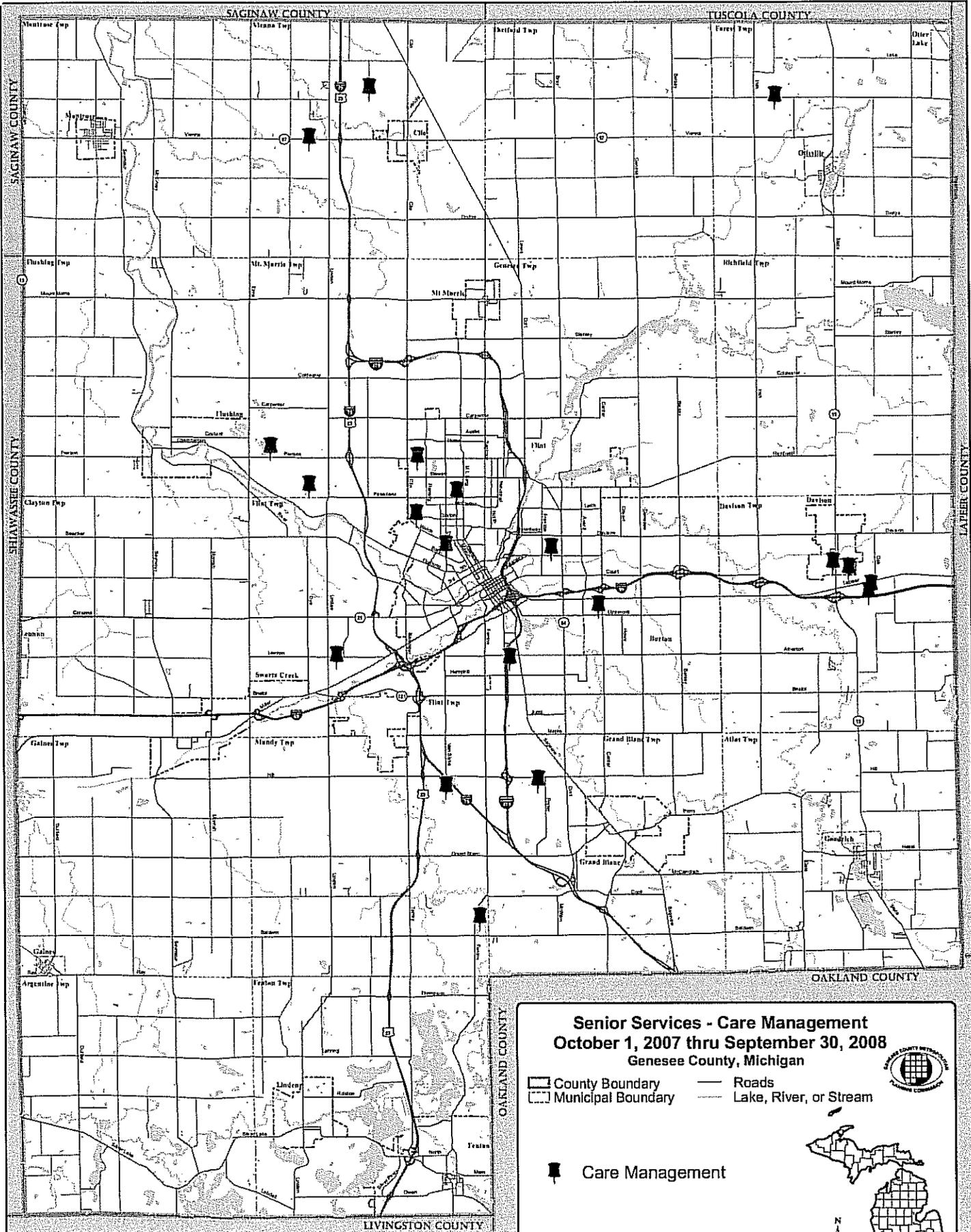
- County Boundary
- Municipal Boundary
- Roads
- Lake, River, or Stream

Adult Daycare



Source: Michigan Geographic Framework Version 8a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2008
 Map by: Genesee County Metropolitan Planning Commission
 d:\mapa\Seniors\Mapa1st_Thru_4th\08\Seniors_AdulDayCare.mxd

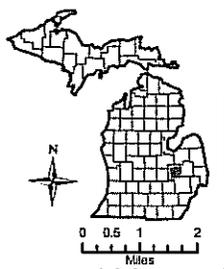
The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.



Senior Services - Care Management
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

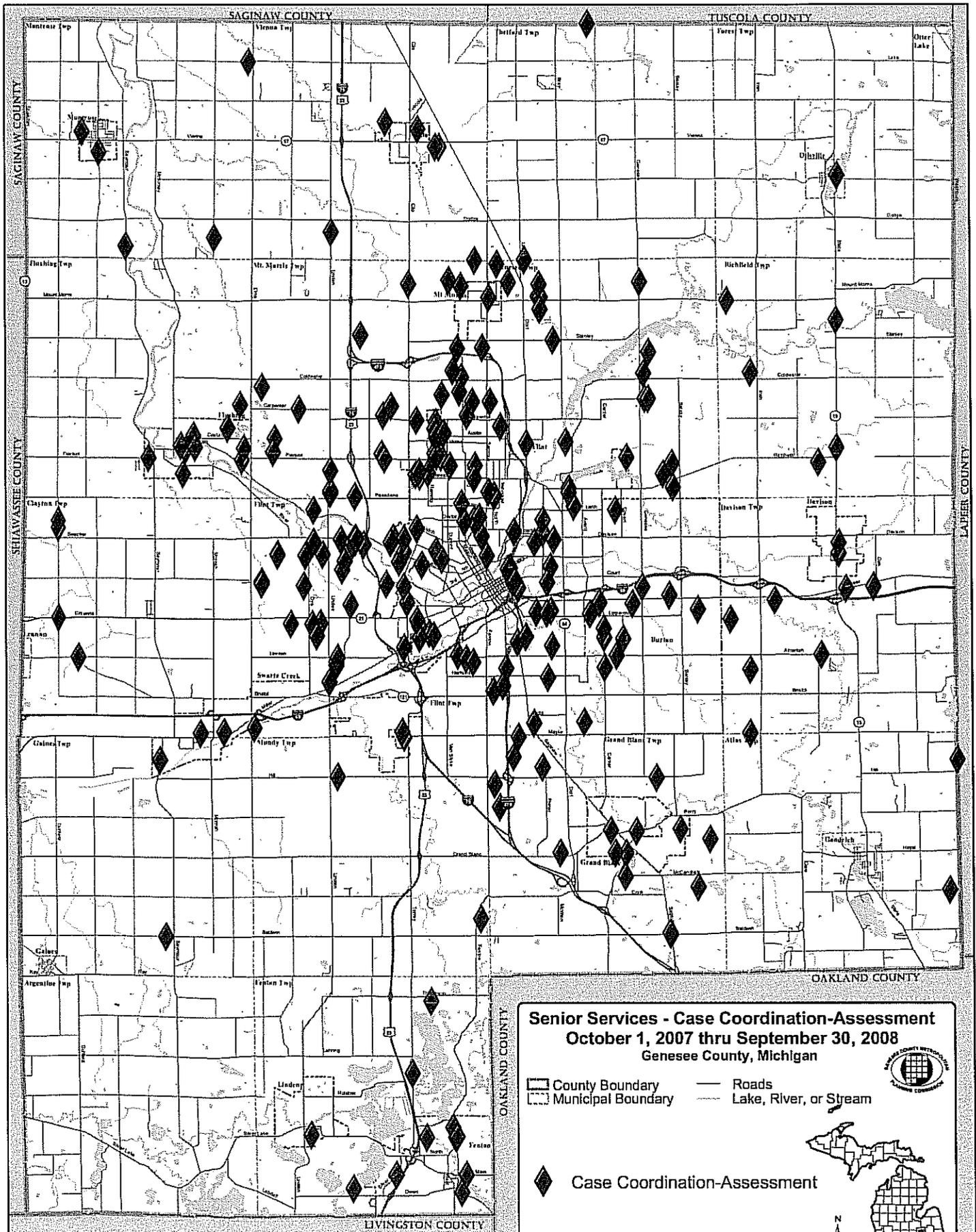
- County Boundary
- Roads
- Municipal Boundary
- Lake, River, or Stream

Care Management



Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\maps\Senior\Map\1st_thru_4th\08\Senior_CareMgmt.mxd

The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.



The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.

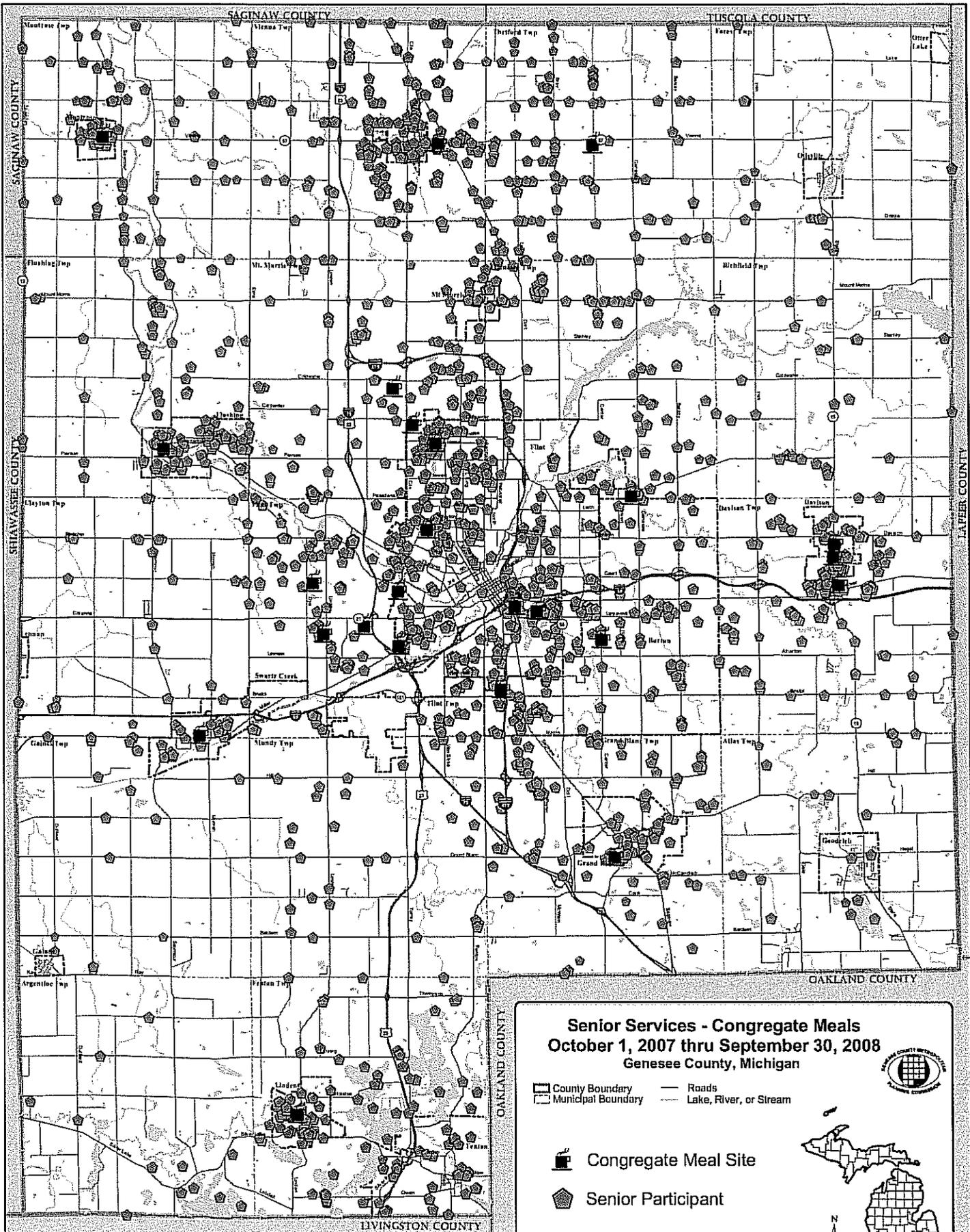
Senior Services - Case Coordination-Assessment
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

County Boundary Roads
 Municipal Boundary Lake, River, or Stream

Case Coordination-Assessment

Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mapa\Seniors\Mapa1st thru 4th\08\Seniors_CaseCoord.mxd

0 0.5 1 2
 Miles



The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.

Senior Services - Congregate Meals October 1, 2007 thru September 30, 2008 Genesee County, Michigan

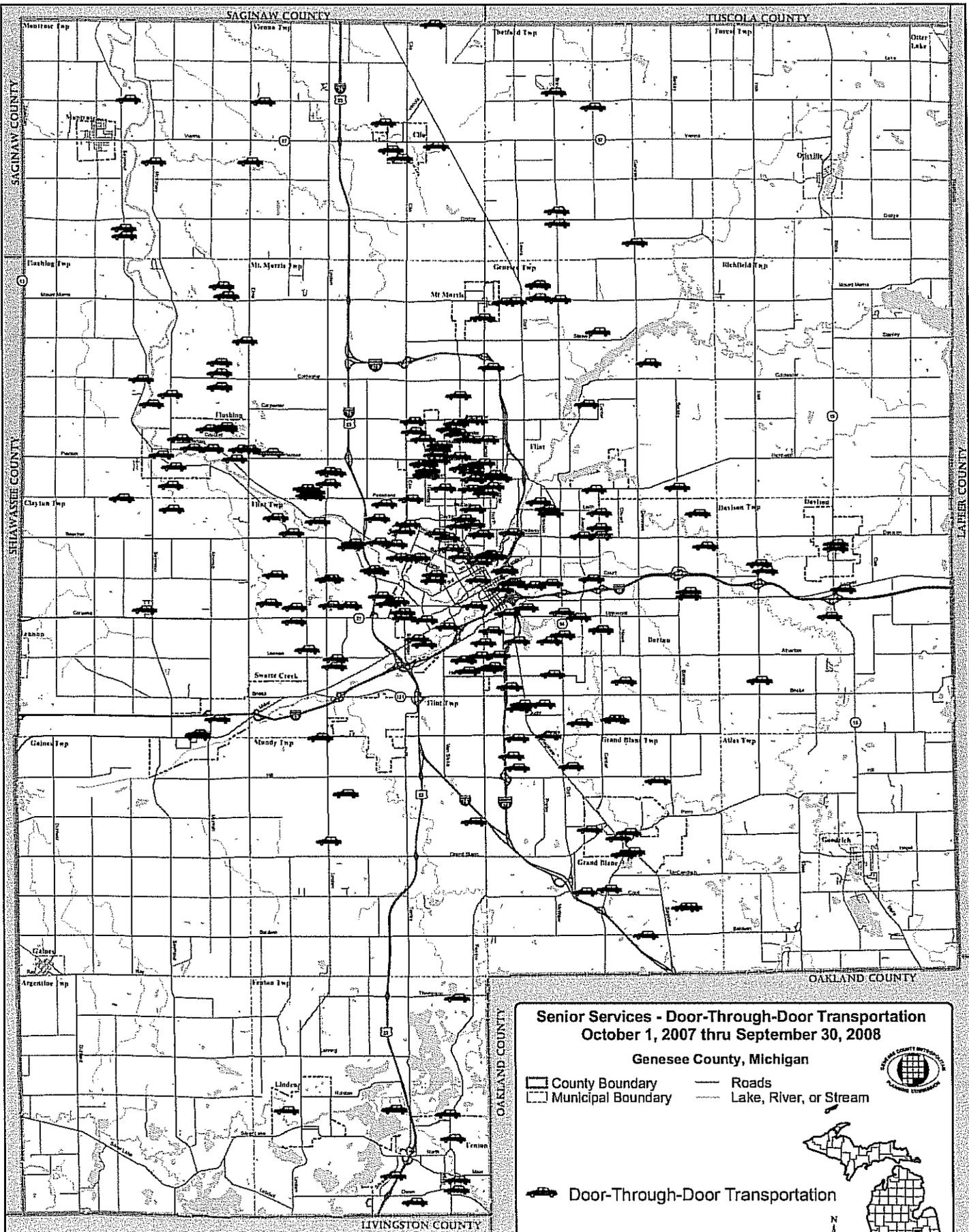
County Boundary
 Municipal Boundary

Congregate Meal Site
 Senior Participant

Roads
 Lake, River, or Stream




Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Foot
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\maps\Seniors\Mapa1st_1thru_4thqr08\Services_CongregateMeals.mxd



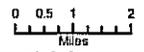
Senior Services - Door-Through-Door Transportation
October 1, 2007 thru September 30, 2008

Genesee County, Michigan

- County Boundary
- Roads
- Municipal Boundary
- Lake, River, or Stream

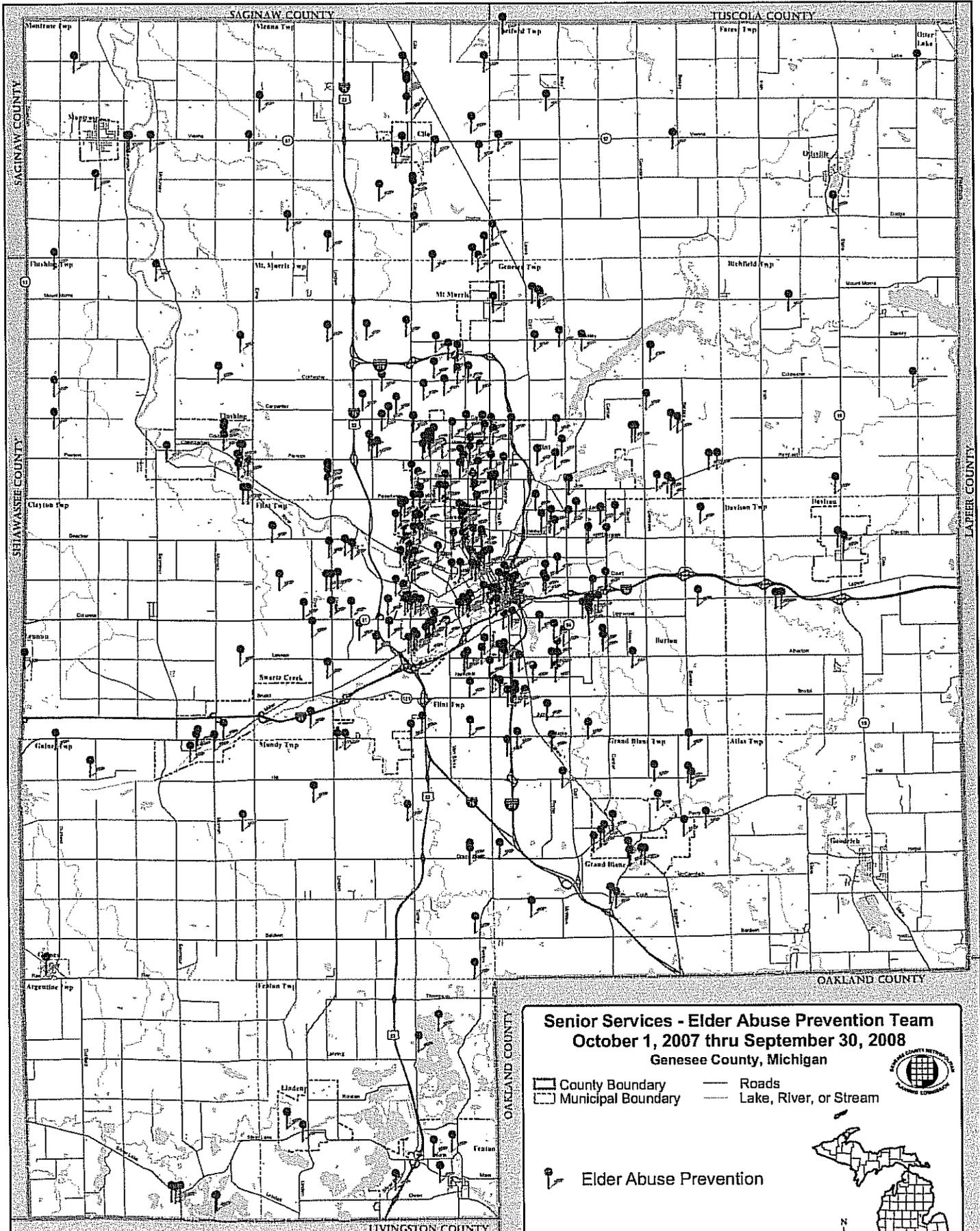


Door-Through-Door Transportation



Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 c:\mupat\sonora\Mapat\stl_thru_4thqr08\DoorToDoor.mxd

The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.



The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.

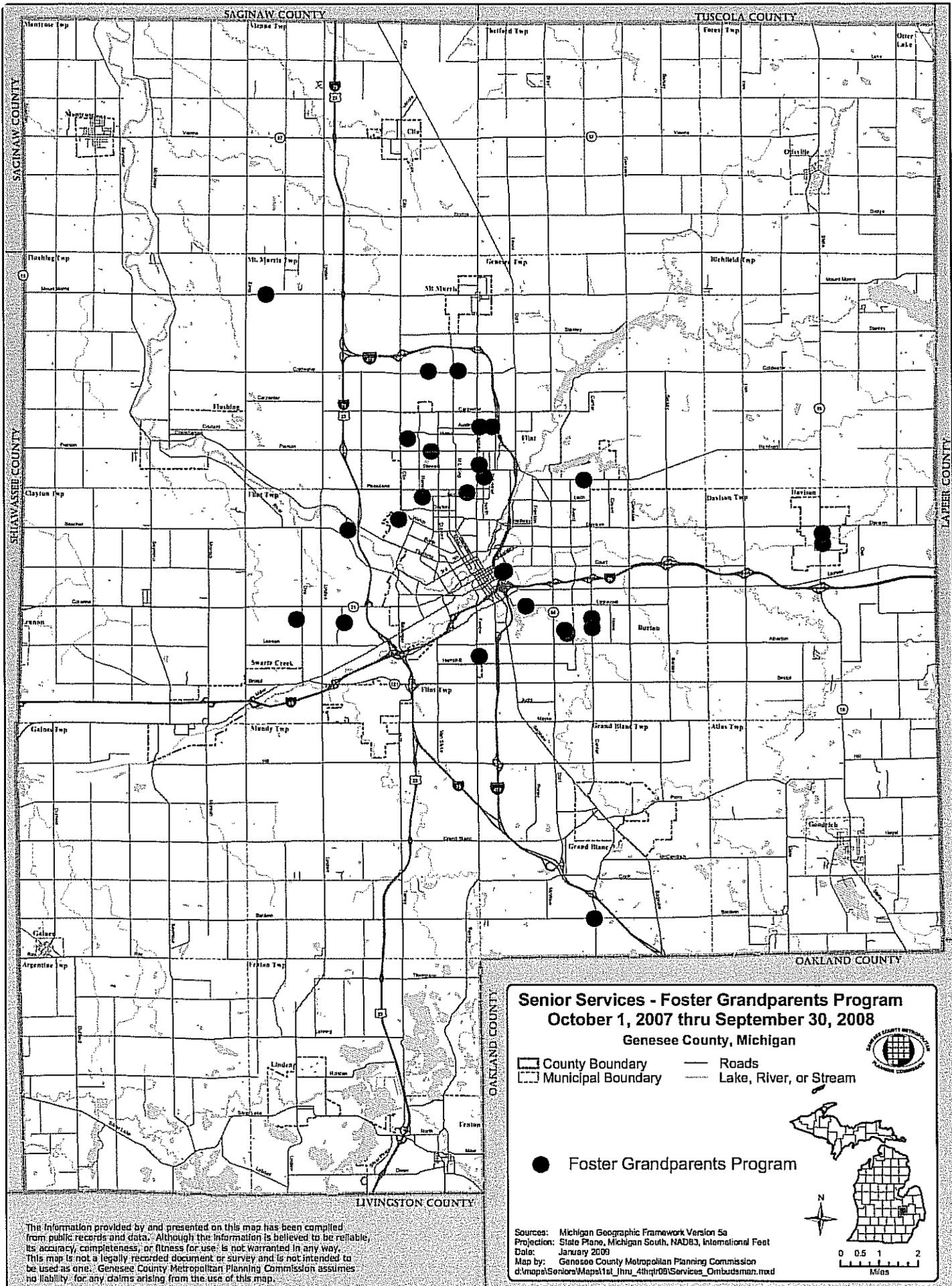
Senior Services - Elder Abuse Prevention Team
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

County Boundary	Roads
Municipal Boundary	Lake, River, or Stream

Elder Abuse Prevention

Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\maps\Seniors\Map\1st_Thru_Altq08\1Services_ElderAbuse.mxd

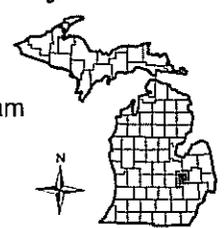
0 0.5 1 2
Miles



Senior Services - Foster Grandparents Program
October 1, 2007 thru September 30, 2008
Genesee County, Michigan

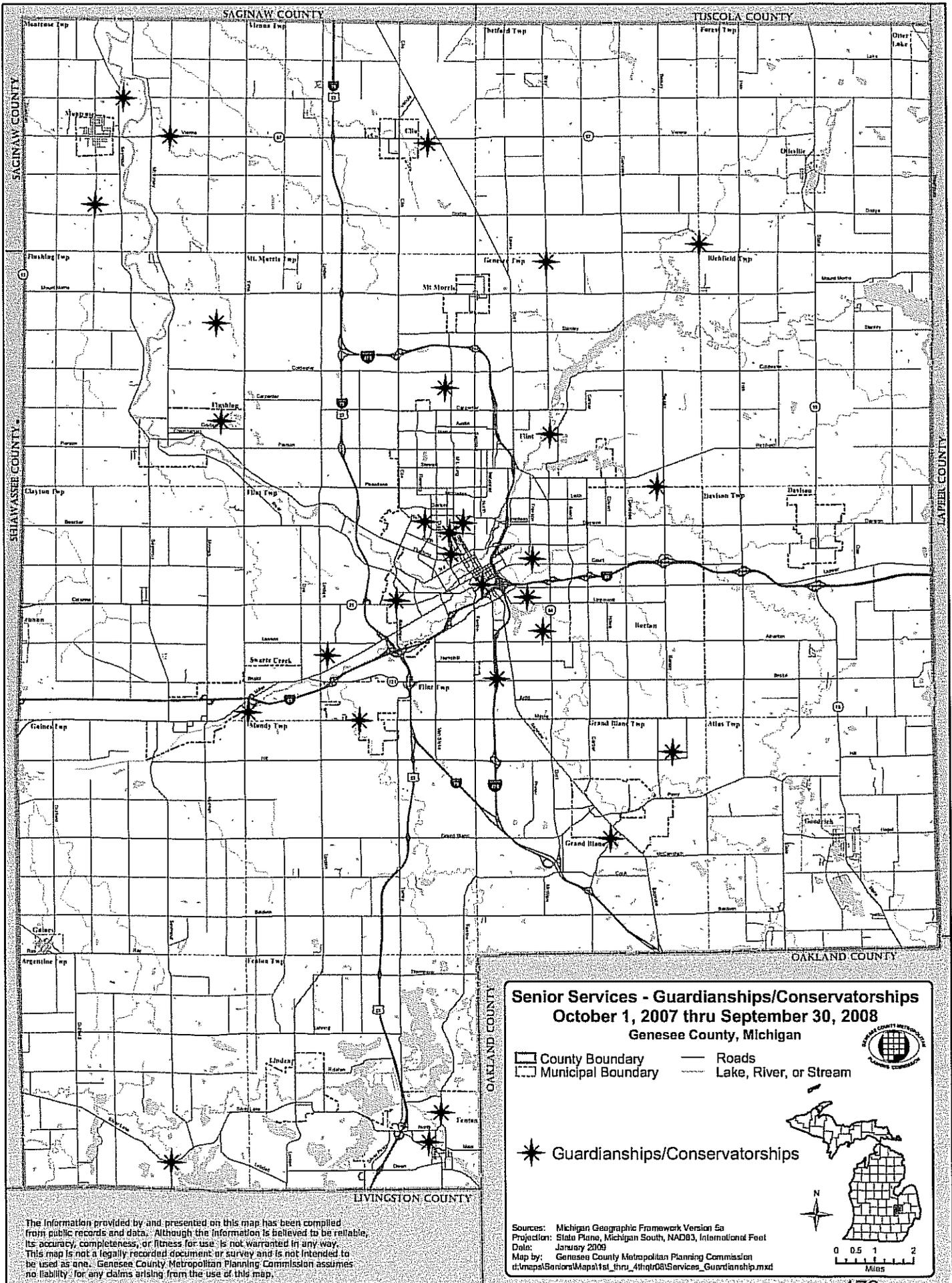
- County Boundary
- Municipal Boundary
- Roads
- Lake, River, or Stream

Foster Grandparents Program



Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mnpa\Seniors\Mapa1at_1hu_4thqtr08\Services_Ombudsman.mxd

The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.



SAGINAW COUNTY

TUSCOLA COUNTY

SAGINAW COUNTY

SAGINAW COUNTY

LAPPEL COUNTY

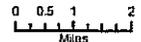
OAKLAND COUNTY

LIVINGSTON COUNTY

Senior Services - Guardianships/Conservatorships
October 1, 2007 thru September 30, 2008
Genesee County, Michigan

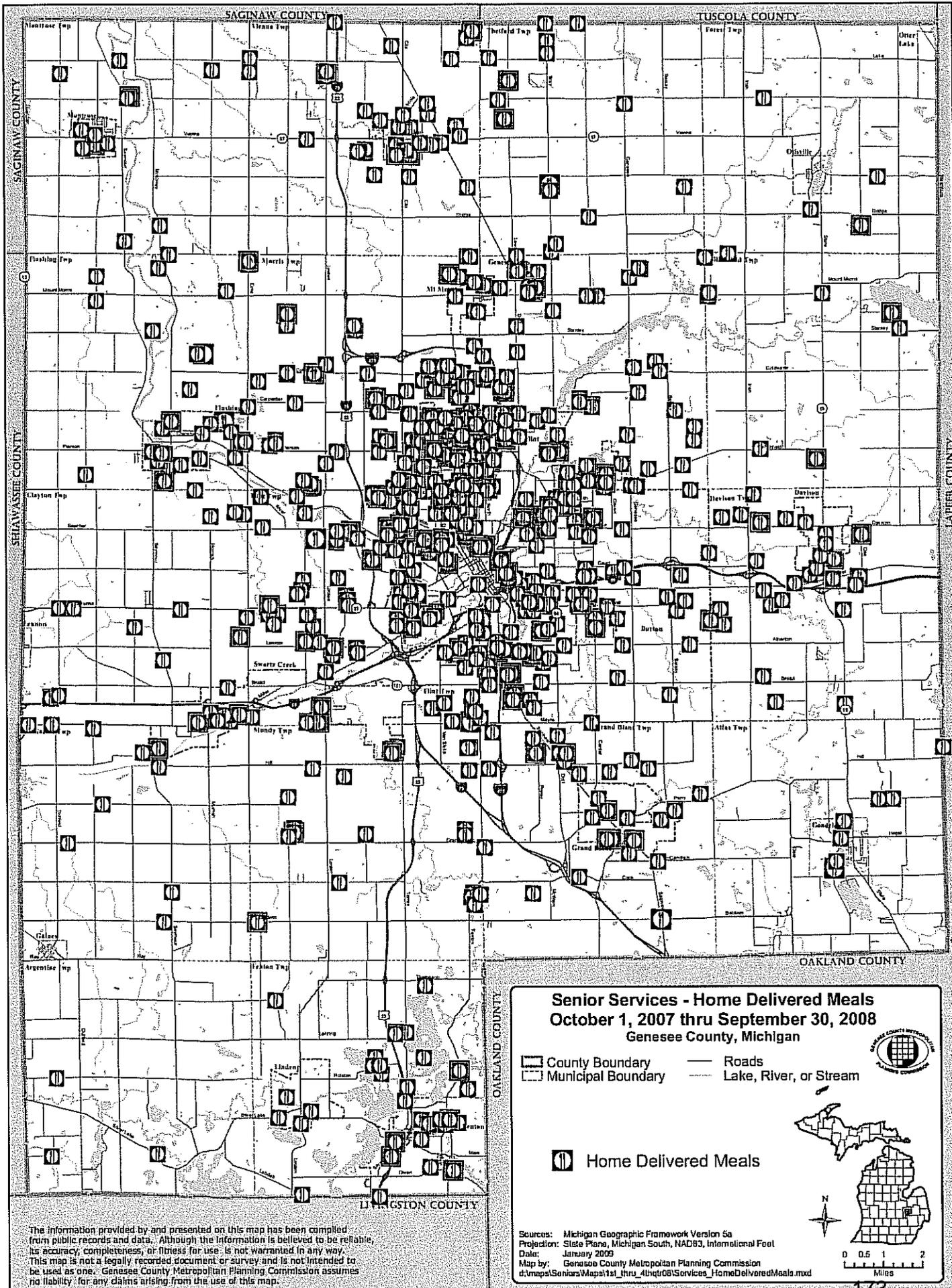
- County Boundary
- Municipal Boundary
- Roads
- Lake, River, or Stream

Guardianships/Conservatorships



Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 File: \\map\GIS\Map\1st_Thru_4th\GIS\Senior_Services_Guardianship.mxd

The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.



The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.

Senior Services - Home Delivered Meals

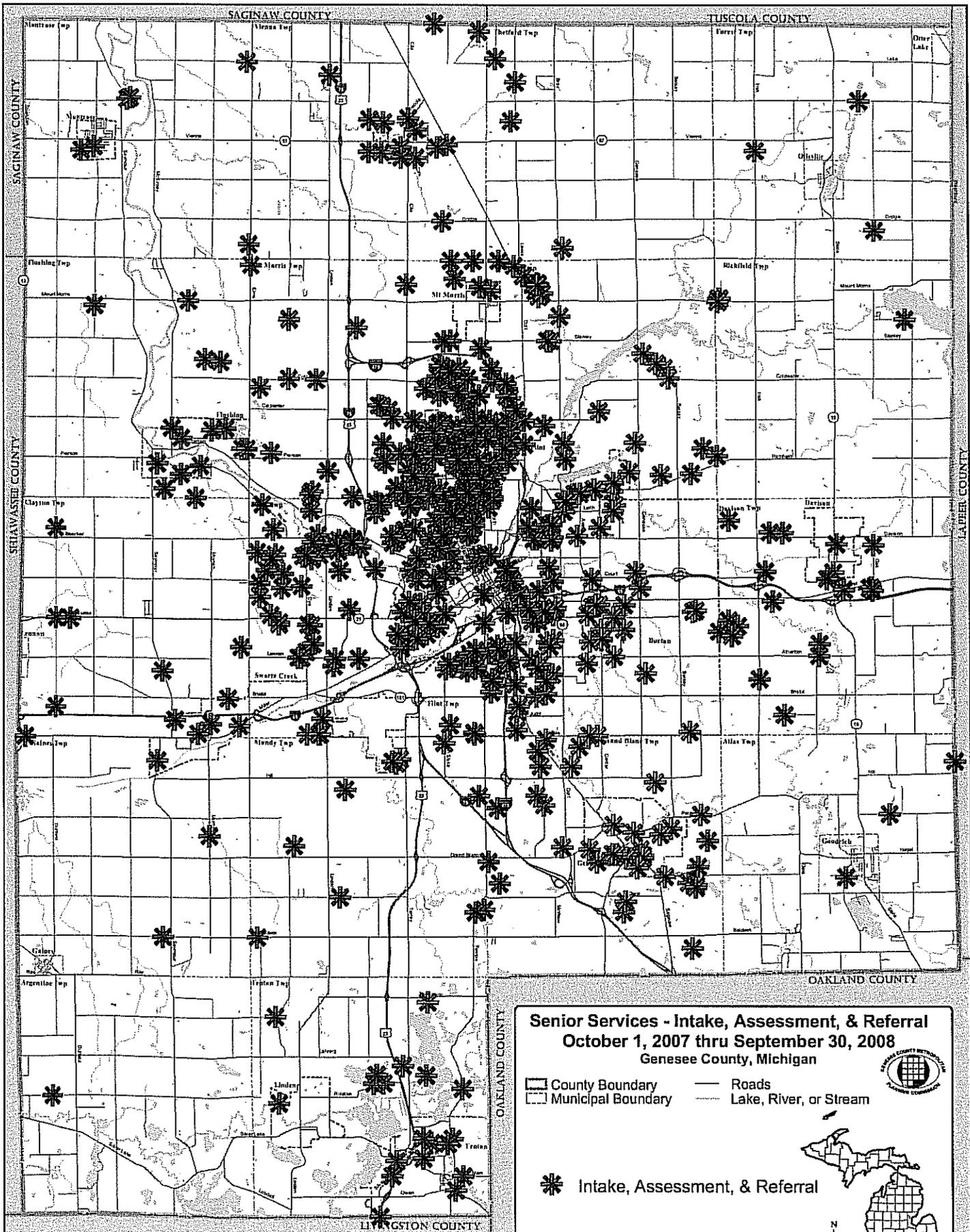
October 1, 2007 thru September 30, 2008
Genesee County, Michigan

- County Boundary
- Roads
- Municipal Boundary
- Lake, River, or Stream

Home Delivered Meals

Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mmap\Seniors\Map\1st_1thru_4th\qt08\services_HomeDeliveredMeals.mxd

0 0.5 1 2
Miles

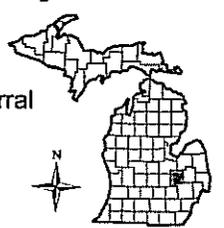


Senior Services - Intake, Assessment, & Referral
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

- County Boundary
- Municipal Boundary
- Roads
- Lake, River, or Stream

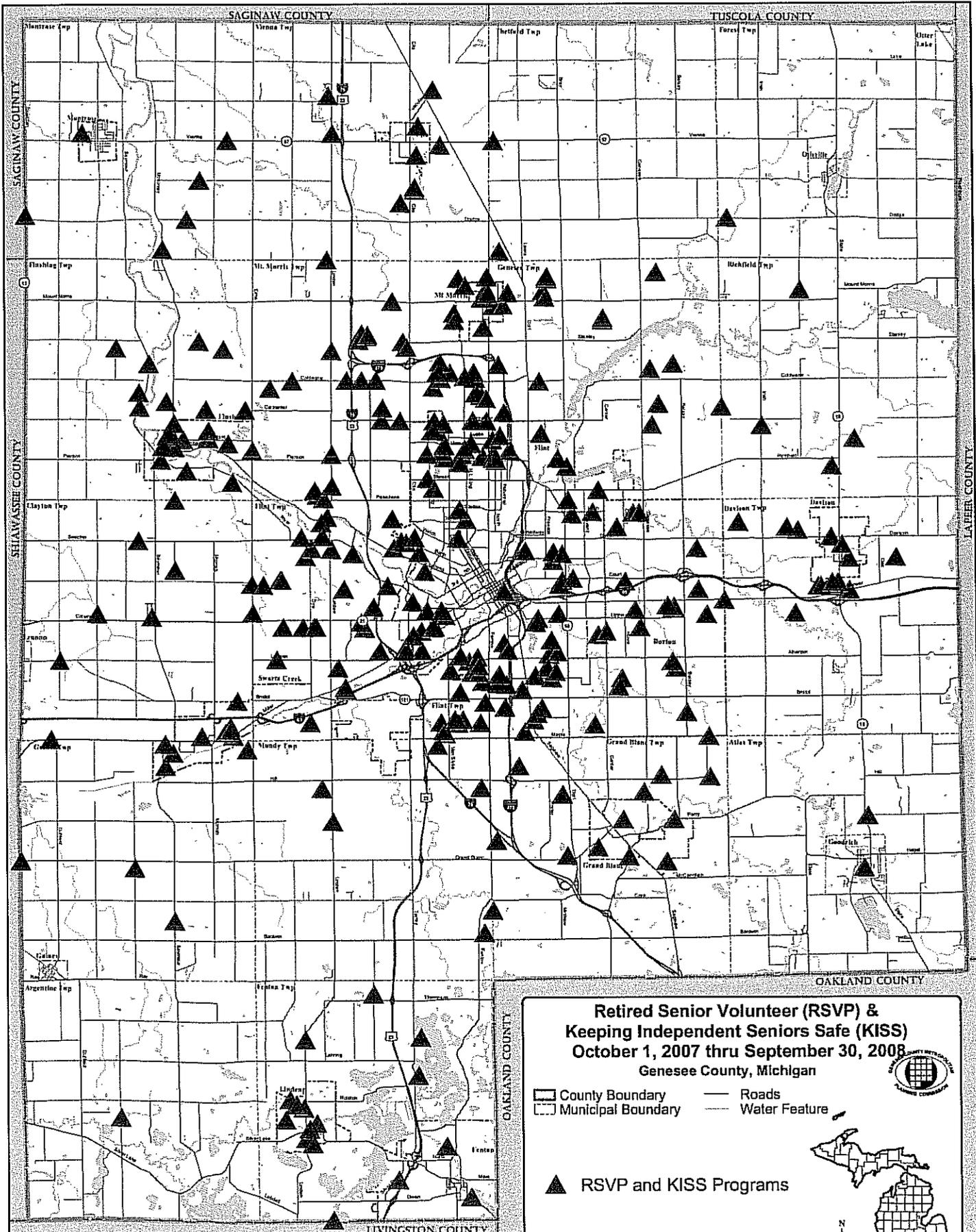


Intake, Assessment, & Referral



Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mapal\Senior\Mapal\tdl_thru_4thqr08\Senior_Services_IntakeAssesa.mxd

The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.



The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.

Retired Senior Volunteer (RSVP) & Keeping Independent Seniors Safe (KISS)
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

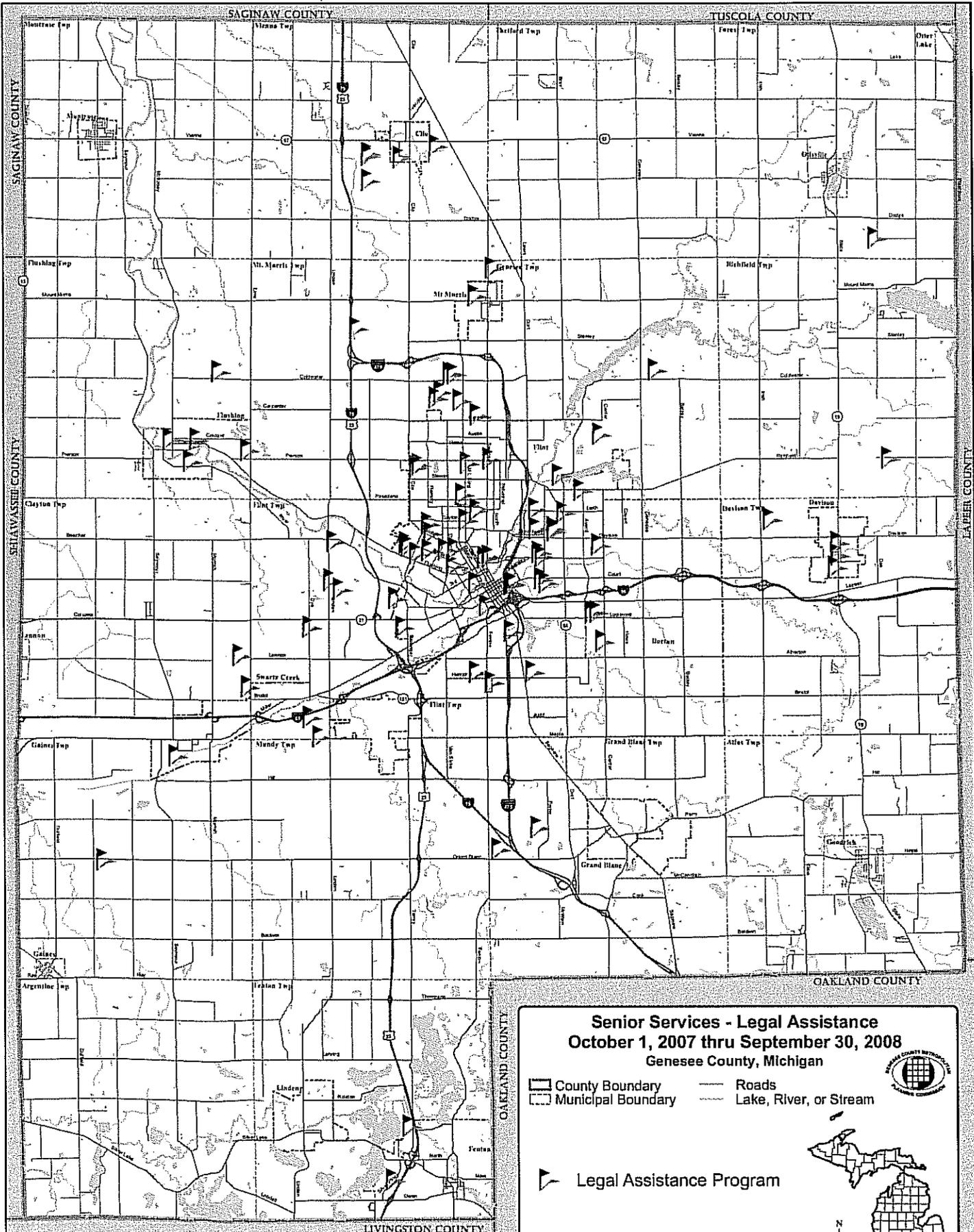
County Boundary	Roads
Municipal Boundary	Water Feature

RSVP and KISS Programs

Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mapa\Seniors\Map\1st_Thru_4th\08\Services_Ombudsman.mxd



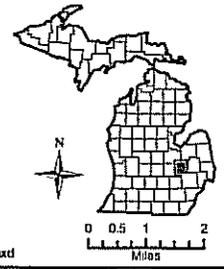
0 0.5 1 2
Miles



Senior Services - Legal Assistance
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

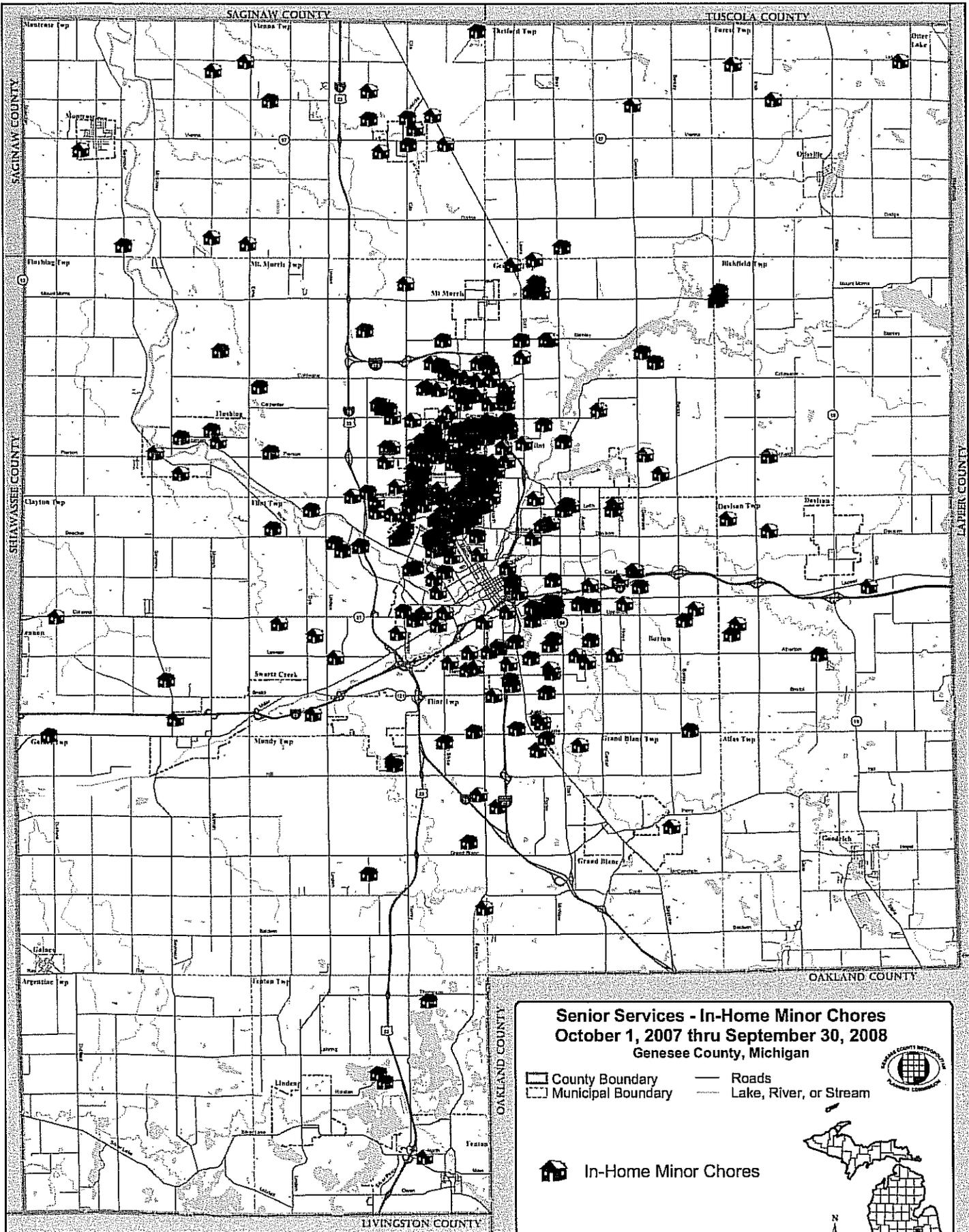
- County Boundary
- Municipal Boundary
- Roads
- Lake, River, or Stream

Legal Assistance Program



Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mapal\Soniors\Mapal\sl_thru_4thqtr08\Services_Legal Assistance.mxd

The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.



The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.

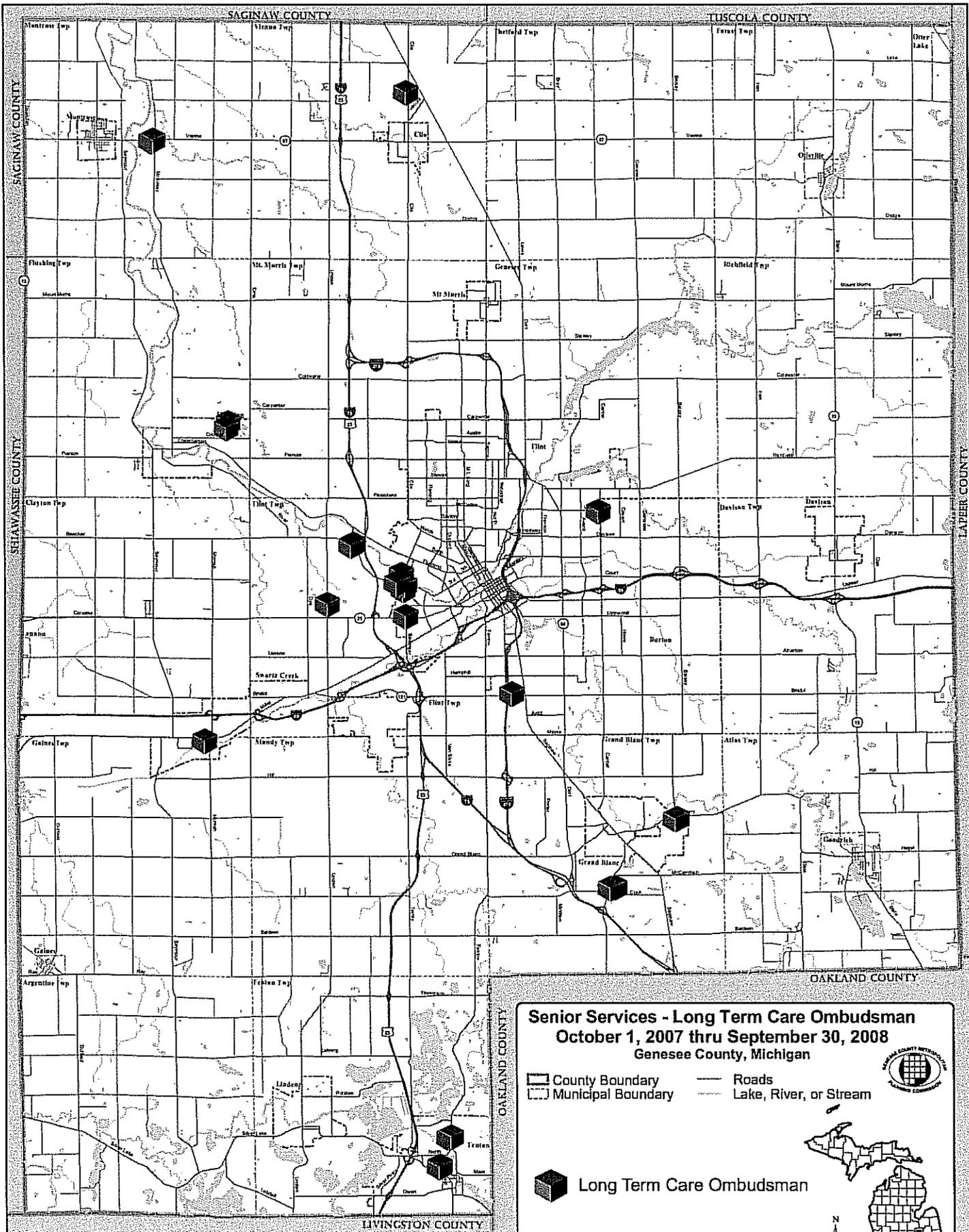
Senior Services - In-Home Minor Chores
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

County Boundary Roads
 Municipal Boundary Lake, River, or Stream

In-Home Minor Chores

Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mapal\Seniors\Map1st\thy_4thqtr08\Services_MinorChores.mxd

N
 0 0.5 1 2 Miles

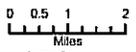


Senior Services - Long Term Care Ombudsman
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

- County Boundary
- Municipal Boundary
- Roads
- Lake, River, or Stream

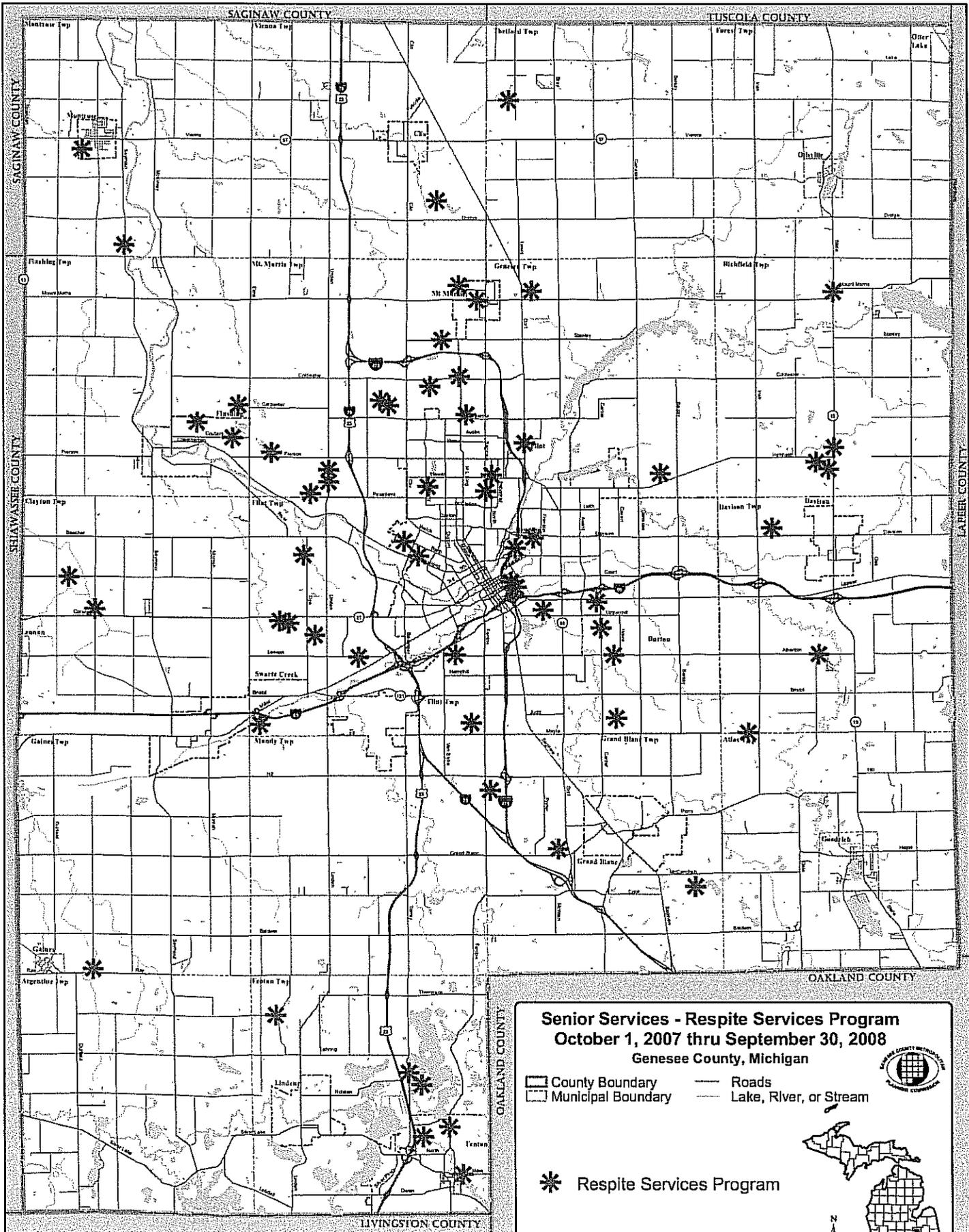


Long Term Care Ombudsman



The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.

Sources: Michigan Geographic Framework Version 6a
 Projection: State Plane, Michigan South, NAD83, International Feet
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mapa\Seniors\Mapa1st_1thru_4th\qtr08\Services_Ombudsman.mxd



Senior Services - Respite Services Program
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

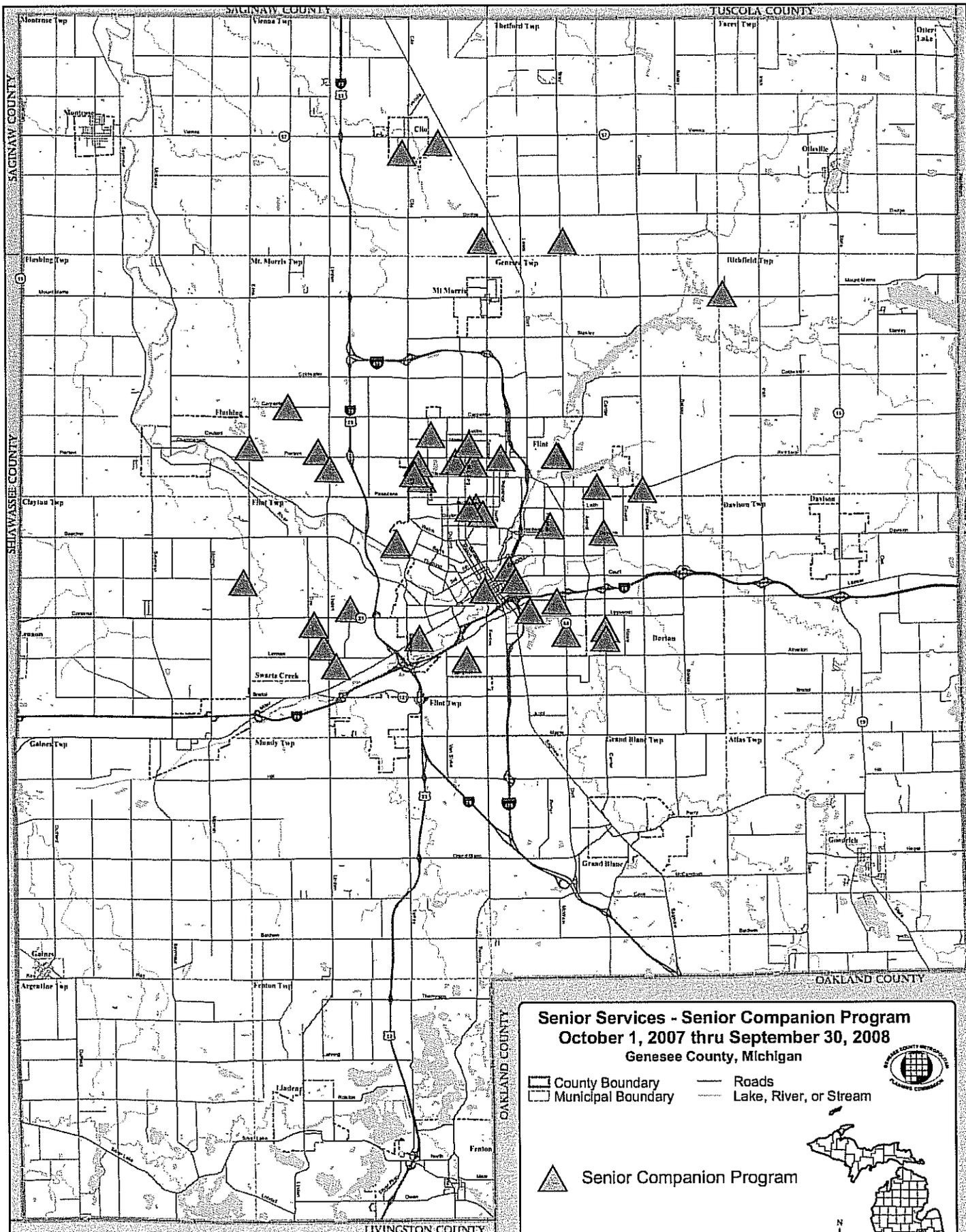
- County Boundary
- Municipal Boundary
- Roads
- Lake, River, or Stream

Respite Services Program



Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Foot
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\mapa\Seniors\Mapa1st_thru_4thqr08\Services_RespiteServices.mxd

The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.



The information provided by and presented on this map has been compiled from public records and data. Although the information is believed to be reliable, its accuracy, completeness, or fitness for use is not warranted in any way. This map is not a legally recorded document or survey and is not intended to be used as one. Genesee County Metropolitan Planning Commission assumes no liability for any claims arising from the use of this map.

Senior Services - Senior Companion Program
October 1, 2007 thru September 30, 2008
 Genesee County, Michigan

County Boundary	Roads
Municipal Boundary	Lake, River, or Stream

Senior Companion Program

Sources: Michigan Geographic Framework Version 5a
 Projection: State Plane, Michigan South, NAD83, International Foot
 Date: January 2009
 Map by: Genesee County Metropolitan Planning Commission
 d:\maps\Senior\Map\1st_1_jan\thqr08\Senior_SeniorCompanion.mxd

TRACK TWO REPORT (October 1, 2007 through September 30, 2008)

** Source of Senior Population per Local Unit of Government: U.S. Census Bureau - 2000 Census

CITY OF BURTON: SENIOR POP. 4,562	6.69% OF COUNTY SENIORS	4.89 % OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	5.88%	\$ 14,952.86	\$ 254,198.62
Case Coordination	2.68%	\$ 7,514.87	\$ 280,555.27
*Congregate Meals	6.32%	\$ 17,767.68	\$ 281,059.50
Door to Door	3.09%	\$ 2,443.11	\$ 79,068.00
Elder Abuse	4.08%	\$ 29,256.96	\$ 717,492.02
Foster Grandparents	18.75%	\$ 7,112.06	\$ 37,931.00
Guardianship	2.56%	\$ 1,594.87	\$ 62,200.00
Home Delivered Meals	5.20%	\$ 32,326.07	\$ 622,016.10
In Home Care	6.99%	\$ 19,281.81	\$ 275,658.48
Intake Assessment	3.41%	\$ 10,178.77	\$ 298,859.90
RSVP	8.17%	\$ 2,650.14	\$ 32,420.00
Legal Assistance	2.00%	\$ 1,021.52	\$ 51,076.09
Minor Chores	5.26%	\$ 13,141.81	\$ 250,000.00
**Ombudsman	4.17%	\$ 1,541.51	\$ 36,996.33
Respite Services	4.62%	\$ 4,519.52	\$ 97,922.89
Senior Companion	3.92%	\$ 1,053.89	\$ 26,874.20
		\$ 166,357.45	\$ 3,404,328.40

CITY OF CLIO: SENIOR POP. 416	0.61% OF COUNTY SENIORS	1.01% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	1.96%	\$ 4,984.29	\$ 254,198.62
Case Coordination	0.00%	\$ -	\$ 280,555.27
*Congregate Meals	2.15%	\$ 6,053.59	\$ 281,059.50
Door to Door	0.56%	\$ 444.20	\$ 79,068.00
Elder Abuse	0.39%	\$ 2,786.38	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	2.18%	\$ 13,556.09	\$ 622,016.10
In Home Care	1.04%	\$ 2,856.56	\$ 275,658.48
Intake Assessment	0.47%	\$ 1,413.72	\$ 298,859.90
RSVP	0.54%	\$ 176.68	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	0.49%	\$ 1,222.49	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	0.00%	\$ -	\$ 97,922.89
Senior Companion	1.96%	\$ 526.95	\$ 26,874.20
		\$ 34,531.71	\$ 3,404,328.40

CITY OF DAVISON: SENIOR POP. 1,112	1.63% OF COUNTY SENIORS	2.02% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00%	\$ -	\$ 254,198.62
Case Coordination	2.01%	\$ 5,636.15	\$ 280,555.27
*Congregate Meals	8.59%	\$ 24,135.74	\$ 281,059.50
Door to Door	0.56%	\$ 444.20	\$ 79,068.00
Elder Abuse	0.39%	\$ 2,786.38	\$ 717,492.02
Foster Grandparents	6.25%	\$ 2,370.69	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	1.17%	\$ 7,299.43	\$ 622,016.10
In Home Care	8.03%	\$ 22,138.38	\$ 275,658.48
Intake Assessment	0.19%	\$ 565.49	\$ 298,859.90
RSVP	2.72%	\$ 883.38	\$ 32,420.00
Legal Assistance	5.00%	\$ 2,553.80	\$ 51,076.09
Minor Chores	0.00%	\$ -	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	0.00%	\$ -	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 68,813.64	\$ 3,404,328.40

CITY OF FENTON: SENIOR POP. 1,803	2.65% OF COUNTY SENIORS	2.26% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00%	\$ -	\$ 254,198.62
Case Coordination	0.45%	\$ 1,252.48	\$ 280,555.27
*Congregate Meals	1.26%	\$ 3,537.81	\$ 281,059.50
Door to Door	1.69%	\$ 1,332.61	\$ 79,068.00
Elder Abuse	2.72%	\$ 19,504.64	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	10.26%	\$ 6,379.49	\$ 62,200.00
Home Delivered Meals	3.27%	\$ 20,334.14	\$ 622,016.10
In Home Care	4.40%	\$ 12,140.40	\$ 275,658.48
Intake Assessment	0.95%	\$ 2,827.44	\$ 298,859.90
RSVP	0.82%	\$ 265.01	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	0.49%	\$ 1,222.49	\$ 250,000.00
**Ombudsman	8.33%	\$ 3,083.03	\$ 36,996.33
Respite Services	4.62%	\$ 4,519.52	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 76,909.81	\$ 3,404,328.40

CITY OF FLINT: SENIOR POP. 17,114	25.16% OF COUNTY SENIORS	26.65% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	29.41%	\$ 74,764.30	\$ 254,198.62
Case Coordination	9.82%	\$ 27,554.54	\$ 280,555.27
*Congregate Meals	15.86%	\$ 44,576.43	\$ 281,059.50
Door to Door	41.29%	\$ 32,648.87	\$ 79,068.00
Elder Abuse	37.67%	\$ 270,278.55	\$ 717,492.02
Foster Grandparents	53.13%	\$ 20,150.84	\$ 37,931.00
Guardianship	33.33%	\$ 20,733.33	\$ 62,200.00
Home Delivered Meals	6.96%	\$ 43,275.22	\$ 622,016.10
In Home Care	27.72%	\$ 76,413.10	\$ 275,658.48
Intake Assessment	29.90%	\$ 89,346.95	\$ 298,859.90
KISS	21.25%	\$ 6,890.35	\$ 32,420.00
Legal Assistance	47.00%	\$ 24,005.76	\$ 51,076.09
Minor Chores	55.50%	\$ 138,753.06	\$ 250,000.00
**Ombudsman	8.33%	\$ 3,083.03	\$ 36,996.33
Respite Services	20.00%	\$ 19,584.58	\$ 97,922.89
Senior Companion	56.86%	\$ 15,281.41	\$ 26,874.20
		<u>\$ 907,340.31</u>	<u>\$ 3,404,328.40</u>

CITY OF FLUSHING: SENIOR POP. 2,038	2.99% OF COUNTY SENIORS	2.17% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	1.96%	\$ 4,984.29	\$ 254,198.62
Case Coordination	1.34%	\$ 3,757.44	\$ 280,555.27
*Congregate Meals	3.61%	\$ 10,141.73	\$ 281,059.50
Door to Door	5.06%	\$ 3,997.82	\$ 79,068.00
Elder Abuse	1.94%	\$ 13,931.88	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	2.56%	\$ 1,594.87	\$ 62,200.00
Home Delivered Meals	3.02%	\$ 18,769.97	\$ 622,016.10
In Home Care	1.04%	\$ 2,856.56	\$ 275,658.48
Intake Assessment	0.76%	\$ 2,261.95	\$ 298,859.90
RSVP	4.36%	\$ 1,413.41	\$ 32,420.00
Legal Assistance	4.00%	\$ 2,043.04	\$ 51,076.09
Minor Chores	1.22%	\$ 3,056.23	\$ 250,000.00
**Ombudsman	4.17%	\$ 1,541.51	\$ 36,996.33
Respite Services	3.08%	\$ 3,013.01	\$ 97,922.89
Senior Companion	1.96%	\$ 526.95	\$ 26,874.20
		<u>\$ 73,890.67</u>	<u>\$ 3,404,328.40</u>

CITY OF GRAND BLANC: SENIOR POP. 1,462	2.15% OF COUNTY SENIORS	1.72% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	1.96%	\$ 4,984.29	\$ 254,198.62
Case Coordination	2.23%	\$ 6,262.39	\$ 280,555.27
*Congregate Meals	1.85%	\$ 5,188.79	\$ 281,059.50
Door to Door	1.69%	\$ 1,332.61	\$ 79,068.00
Elder Abuse	1.94%	\$ 13,931.88	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	2.60%	\$ 16,163.03	\$ 622,016.10
In Home Care	1.81%	\$ 4,998.99	\$ 275,658.48
Intake Assessment	1.14%	\$ 3,392.92	\$ 298,859.90
RSVP	1.09%	\$ 353.35	\$ 32,420.00
Legal Assistance	0.00%	\$ -	\$ 51,076.09
Minor Chores	0.12%	\$ 305.62	\$ 250,000.00
**Ombudsman	4.17%	\$ 1,541.51	\$ 36,996.33
Respite Services	0.00%	\$ -	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 58,455.40	\$ 3,404,328.40

CITY OF LINDEN: SENIOR POP. 595	0.87% OF COUNTY SENIORS	0.60% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	1.96%	\$ 3,481.86	\$ 254,198.62
Case Coordination	0.45%	\$ 11,719.66	\$ 280,555.27
*Congregate Meals	1.62%	\$ 419.58	\$ 281,059.50
Door to Door	0.28%	\$ -	\$ 79,068.00
Elder Abuse	0.58%	\$ 4,939.98	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	0.34%	\$ -	\$ 622,016.10
In Home Care	0.78%	\$ 11.41	\$ 275,658.48
Intake Assessment	0.09%	\$ 2,205.26	\$ 298,859.90
RSVP	2.45%	\$ 795.04	\$ 32,420.00
Legal Assistance	0.00%	\$ -	\$ 51,076.09
Minor Chores	0.00%	\$ -	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	0.00%	\$ -	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 23,572.79	\$ 3,404,328.40

CITY OF MONTROSE: SENIOR POP. 250	0.37% OF COUNTY SENIORS	0.43% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	1.96%	\$ 4,984.29	\$ 254,198.62
Case Coordination	0.22%	\$ 626.24	\$ 280,555.27
*Congregate Meals	0.73%	\$ 2,044.07	\$ 281,059.50
Door to Door	0.00%	\$ -	\$ 79,068.00
Elder Abuse	0.00%	\$ -	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	0.59%	\$ 3,649.72	\$ 622,016.10
In Home Care	0.26%	\$ 714.14	\$ 275,658.48
Intake Assessment	0.19%	\$ 565.49	\$ 298,859.90
RSVP	0.27%	\$ 88.34	\$ 32,420.00
Legal Assistance	0.00%	\$ -	\$ 51,076.09
Minor Chores	0.24%	\$ 611.25	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	1.54%	\$ 1,506.51	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 14,790.03	\$ 3,404,328.40

CITY OF MT. MORRIS: SENIOR POP. 440	0.65% OF COUNTY SENIORS	0.3% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00%	\$ -	\$ 254,198.62
Case Coordination	0.00%	\$ -	\$ 280,555.27
*Congregate Meals	0.50%	\$ 1,415.12	\$ 281,059.50
Door to Door	0.56%	\$ 444.20	\$ 79,068.00
Elder Abuse	0.19%	\$ 1,393.19	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	0.50%	\$ 3,128.33	\$ 622,016.10
In Home Care	0.26%	\$ 714.14	\$ 275,658.48
Intake Assessment	0.19%	\$ 565.49	\$ 298,859.90
RSVP	1.36%	\$ 441.69	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	0.00%	\$ -	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	1.54%	\$ 1,506.51	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 10,119.43	\$ 3,404,328.40

CITY OF SWARTZ CREEK: SENIOR POP. 1,126	1.65% OF COUNTY SENIORS	0.91% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00%	\$ -	\$ 254,198.62
Case Coordination	1.12%	\$ 3,131.20	\$ 280,555.27
*Congregate Meals	0.87%	\$ 2,437.16	\$ 281,059.50
Door to Door	1.40%	\$ 1,110.51	\$ 79,068.00
Elder Abuse	0.97%	\$ 6,965.94	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	1.09%	\$ 6,778.05	\$ 622,016.10
In Home Care	1.81%	\$ 4,998.99	\$ 275,658.48
Intake Assessment	0.47%	\$ 1,413.72	\$ 298,859.90
RSVP	2.72%	\$ 883.38	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	0.49%	\$ 1,222.49	\$ 250,000.00
**Ombudsman	4.17%	\$ 1,541.51	\$ 36,996.33
Respite Services	0.00%	\$ -	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 30,993.70	\$ 3,404,328.40

ARGENTINE TWP: SENIOR POP. 669	0.98% OF COUNTY SENIORS	0.52% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00%	\$ -	\$ 254,198.62
Case Coordination	0.00%	\$ -	\$ 280,555.27
*Congregate Meals	0.36%	\$ 1,022.03	\$ 281,059.50
Door to Door	0.00%	\$ -	\$ 79,068.00
Elder Abuse	1.55%	\$ 11,145.51	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	5.13%	\$ 3,189.74	\$ 62,200.00
Home Delivered Meals	0.34%	\$ 2,085.55	\$ 622,016.10
In Home Care	0.00%	\$ -	\$ 275,658.48
Intake Assessment	0.09%	\$ 282.74	\$ 298,859.90
RSVP	0.27%	\$ 88.34	\$ 32,420.00
Legal Assistance	0.00%	\$ -	\$ 51,076.09
Minor Chores	0.00%	\$ -	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	0.00%	\$ -	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 17,813.92	\$ 3,404,328.40

ATLAS TWP: SENIOR POP. 768	1.03% OF COUNTY SENIORS	0.19% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00%	\$ -	\$ 254,198.62
Case Coordination	0.22%	\$ 626.24	\$ 280,555.27
*Congregate Meals	0.50%	\$ 1,415.12	\$ 281,059.50
Door to Door	0.00%	\$ -	\$ 79,068.00
Elder Abuse	0.00%	\$ -	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	0.17%	\$ 1,042.78	\$ 622,016.10
In Home Care	0.52%	\$ 1,428.28	\$ 275,658.48
Intake Assessment	0.09%	\$ 282.74	\$ 298,859.90
RSVP	0.27%	\$ 88.34	\$ 32,420.00
Legal Assistance	0.00%	\$ -	\$ 51,076.09
Minor Chores	0.00%	\$ -	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	1.54%	\$ 1,506.51	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 6,390.01	\$ 3,404,328.40

CLAYTON TWP: SENIOR POP. 1,145	1.68% OF COUNTY SENIORS	1.52% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	3.92%	\$ 9,968.57	\$ 254,198.62
Case Coordination	0.67%	\$ 1,878.72	\$ 280,555.27
*Congregate Meals	0.95%	\$ 2,673.01	\$ 281,059.50
Door to Door	1.12%	\$ 888.40	\$ 79,068.00
Elder Abuse	0.19%	\$ 1,393.19	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	1.76%	\$ 10,949.15	\$ 622,016.10
In Home Care	1.30%	\$ 3,570.71	\$ 275,658.48
Intake Assessment	0.85%	\$ 2,544.69	\$ 298,859.90
RSVP	1.91%	\$ 618.37	\$ 32,420.00
Legal Assistance	2.00%	\$ 1,021.52	\$ 51,076.09
Minor Chores	0.12%	\$ 305.62	\$ 250,000.00
**Ombudsman	33.33%	\$ 12,332.11	\$ 36,996.33
Respite Services	3.08%	\$ 3,013.01	\$ 97,922.89
Senior Companion	1.96%	\$ 526.95	\$ 26,874.20
		\$ 51,684.02	\$ 3,404,328.40

DAVISON TWP: SENIOR POP. 2,614	3.84% OF COUNTY SENIORS	2.10% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	1.96%	\$ 4,984.29	\$ 254,198.62
Case Coordination	0.89%	\$ 2,504.96	\$ 280,555.27
*Congregate Meals	6.21%	\$ 17,453.21	\$ 281,059.50
Door to Door	1.69%	\$ 1,332.61	\$ 79,068.00
Elder Abuse	0.39%	\$ 2,786.38	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	3.27%	\$ 20,334.14	\$ 622,016.10
In Home Care	2.07%	\$ 5,713.13	\$ 275,658.48
Intake Assessment	2.08%	\$ 6,220.36	\$ 298,859.90
RSVP	3.81%	\$ 1,236.73	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	2.20%	\$ 5,501.22	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	3.08%	\$ 3,013.01	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 71,590.78	\$ 3,404,328.40

FENTON TWP: SENIOR POP. 1,767	2.59% OF COUNTY SENIORS	0.88% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00%	\$ -	\$ 254,198.62
Case Coordination	0.22%	\$ 626.24	\$ 280,555.27
*Congregate Meals	1.23%	\$ 3,459.19	\$ 281,059.50
Door to Door	1.12%	\$ 888.40	\$ 79,068.00
Elder Abuse	0.39%	\$ 2,786.38	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	1.42%	\$ 8,863.60	\$ 622,016.10
In Home Care	1.04%	\$ 2,856.56	\$ 275,658.48
Intake Assessment	0.85%	\$ 2,544.69	\$ 298,859.90
RSVP	1.36%	\$ 441.69	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	0.98%	\$ 2,444.99	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	4.62%	\$ 4,519.52	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 29,942.03	\$ 3,404,328.40

FLINT TWP: SENIOR POP. 6,889	10.11% OF COUNTY SENIORS	10.68% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	9.80%	\$ 24,921.43	\$ 254,198.62
Case Coordination	18.97%	\$ 53,230.35	\$ 280,555.27
*Congregate Meals	7.61%	\$ 21,384.11	\$ 281,059.50
Door to Door	9.27%	\$ 7,329.34	\$ 79,068.00
Elder Abuse	8.16%	\$ 58,513.91	\$ 717,492.02
Foster Grandparents	9.38%	\$ 3,556.03	\$ 37,931.00
Guardianship	5.13%	\$ 3,189.74	\$ 62,200.00
Home Delivered Meals	7.71%	\$ 47,967.71	\$ 622,016.10
In Home Care	5.70%	\$ 15,711.11	\$ 275,658.48
Intake Assessment	31.60%	\$ 94,436.34	\$ 298,859.90
RSVP	11.44%	\$ 3,710.19	\$ 32,420.00
Legal Assistance	6.00%	\$ 3,064.57	\$ 51,076.09
Minor Chores	3.67%	\$ 9,168.70	\$ 250,000.00
**Ombudsman	12.50%	\$ 4,624.54	\$ 36,996.33
Respite Services	10.77%	\$ 10,545.54	\$ 97,922.89
Senior Companion	7.84%	\$ 2,107.78	\$ 26,874.20
		\$ 363,461.39	\$ 3,404,328.40

FLUSHING TWP: SENIOR POP. 1,955	2.87% OF COUNTY SENIORS	1.37% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	3.92%	\$ 9,968.57	\$ 254,198.62
Case Coordination	0.00%	\$ -	\$ 280,555.27
*Congregate Meals	1.71%	\$ 4,795.70	\$ 281,059.50
Door to Door	3.93%	\$ 3,109.42	\$ 79,068.00
Elder Abuse	1.36%	\$ 9,752.32	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	2.56%	\$ 1,594.87	\$ 62,200.00
Home Delivered Meals	1.68%	\$ 10,427.76	\$ 622,016.10
In Home Care	0.52%	\$ 1,428.28	\$ 275,658.48
Intake Assessment	0.57%	\$ 1,696.46	\$ 298,859.90
RSVP	3.00%	\$ 971.72	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	0.37%	\$ 916.87	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	1.54%	\$ 1,506.51	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 46,679.24	\$ 3,404,328.40

FOREST TWP: SENIOR POP. 626	0.92% OF COUNTY SENIORS	0.4% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00%	\$ -	\$ 254,198.62
Case Coordination	0.22%	\$ 626.24	\$ 280,555.27
*Congregate Meals	0.45%	\$ 1,257.89	\$ 281,059.50
Door to Door	0.00%	\$ -	\$ 79,068.00
Elder Abuse	0.39%	\$ 2,786.38	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	2.56%	\$ 1,594.87	\$ 62,200.00
Home Delivered Meals	0.59%	\$ 3,649.72	\$ 622,016.10
In Home Care	0.52%	\$ 1,428.28	\$ 275,658.48
Intake Assessment	0.28%	\$ 848.23	\$ 298,859.90
RSVP	0.27%	\$ 88.34	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	0.37%	\$ 916.87	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	0.00%	\$ -	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 13,707.58	\$ 3,404,328.40

GAINES TWP: SENIOR POP. 774	1.14% OF COUNTY SENIORS	0.9% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	5.88%	\$ 14,952.86	\$ 254,198.62
Case Coordination	0.22%	\$ 626.24	\$ 280,555.27
*Congregate Meals	0.67%	\$ 1,886.83	\$ 281,059.50
Door to Door	0.00%	\$ -	\$ 79,068.00
Elder Abuse	0.58%	\$ 4,179.57	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	0.00%	\$ -	\$ 62,200.00
Home Delivered Meals	0.67%	\$ 4,171.11	\$ 622,016.10
In Home Care	0.52%	\$ 1,428.28	\$ 275,658.48
Intake Assessment	0.28%	\$ 848.23	\$ 298,859.90
RSVP	1.36%	\$ 441.89	\$ 32,420.00
Legal Assistance	1.00%	\$ 510.76	\$ 51,076.09
Minor Chores	0.00%	\$ -	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	1.54%	\$ 1,506.51	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 30,552.07	\$ 3,404,328.40

GENESEE TWP: SENIOR POP. 4,139	6.07% OF COUNTY SENIORS	4.68% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	7.84%	\$ 19,937.15	\$ 254,198.62
Case Coordination	2.23%	\$ 6,262.39	\$ 280,555.27
*Congregate Meals	4.73%	\$ 13,286.45	\$ 281,059.50
Door to Door	3.65%	\$ 2,887.31	\$ 79,068.00
Elder Abuse	3.69%	\$ 26,470.58	\$ 717,492.02
Foster Grandparents	0.00%	\$ -	\$ 37,931.00
Guardianship	5.13%	\$ 3,189.74	\$ 62,200.00
Home Delivered Meals	6.12%	\$ 38,061.34	\$ 622,016.10
In Home Care	5.96%	\$ 16,425.25	\$ 275,658.48
Intake Assessment	3.78%	\$ 11,309.74	\$ 298,859.90
RSVP	4.36%	\$ 1,413.41	\$ 32,420.00
Legal Assistance	3.00%	\$ 1,532.28	\$ 51,076.09
Minor Chores	5.99%	\$ 14,975.55	\$ 250,000.00
**Ombudsman	0.00%	\$ -	\$ 36,996.33
Respite Services	3.08%	\$ 3,013.01	\$ 97,922.89
Senior Companion	1.96%	\$ 526.95	\$ 26,874.20
		\$ 159,291.15	\$ 3,404,328.40

GRAND BLANC TWP: SENIOR POP. 4,347	6.38% OF COUNTY SENIORS	2.9% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	3.92%	\$ 9,968.57	\$ 254,198.62
Case Coordination	2.90%	\$ 8,141.11	\$ 280,555.27
*Congregate Meals	3.02%	\$ 8,490.75	\$ 281,059.50
Door to Door	2.53%	\$ 1,998.91	\$ 79,068.00
Elder Abuse	3.88%	\$ 27,863.77	\$ 717,492.02
Foster Grandparents	3.13%	\$ 1,185.34	\$ 37,931.00
Guardianship	5.13%	\$ 3,189.74	\$ 62,200.00
Home Delivered Meals	2.18%	\$ 13,556.09	\$ 622,016.10
In Home Care	3.37%	\$ 9,283.83	\$ 275,658.48
Intake Assessment	2.74%	\$ 8,199.56	\$ 298,859.90
RSVP	2.72%	\$ 883.38	\$ 32,420.00
Legal Assistance	2.00%	\$ 1,021.52	\$ 51,076.09
Minor Chores	0.61%	\$ 1,528.12	\$ 250,000.00
**Ombudsman	4.17%	\$ 1,541.51	\$ 36,996.33
Respite Services	4.62%	\$ 4,519.52	\$ 97,922.89
Senior Companion	0.00%	\$ -	\$ 26,874.20
		\$ 101,371.74	\$ 3,404,328.40

**MONTROSE TWP: SENIOR
POP. 831**

**1.22% OF COUNTY
SENIORS**

**1.16% OF TRACK TWO
FUNDS SPENT**

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	0.00%	\$	-	\$ 254,198.62
Case Coordination	0.00%	\$	-	\$ 280,555.27
*Congregate Meals	2.07%	\$	5,817.74	\$ 281,059.50
Door to Door	1.40%	\$	1,110.51	\$ 79,068.00
Elder Abuse	1.55%	\$	11,145.51	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	10.26%	\$	6,379.49	\$ 62,200.00
Home Delivered Meals	0.84%	\$	5,213.88	\$ 622,016.10
In Home Care	1.04%	\$	2,856.56	\$ 275,658.48
Intake Assessment	0.38%	\$	1,130.97	\$ 298,859.90
RSVP	1.36%	\$	441.69	\$ 32,420.00
Legal Assistance	0.00%	\$	-	\$ 51,076.09
Minor Chores	0.98%	\$	2,444.99	\$ 250,000.00
**Ombudsman	4.17%	\$	1,541.51	\$ 36,996.33
Respite Services	1.54%	\$	1,506.51	\$ 97,922.89
Senior Companion	0.00%	\$	-	\$ 26,874.20
		\$	39,589.35	\$ 3,404,328.40

**MT. MORRIS TWP: SENIOR
POP. 3,782**

**5.55% OF COUNTY
SENIORS**

**6.57% OF TRACK TWO
FUNDS SPENT**

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	5.88%	\$	14,952.86	\$ 254,198.62
Case Coordination	3.57%	\$	10,019.83	\$ 280,555.27
*Congregate Meals	4.36%	\$	12,264.41	\$ 281,059.50
Door to Door	8.43%	\$	6,663.03	\$ 79,068.00
Elder Abuse	6.41%	\$	45,975.22	\$ 717,492.02
Foster Grandparents	9.38%	\$	3,556.03	\$ 37,931.00
Guardianship	2.56%	\$	1,594.87	\$ 62,200.00
Home Delivered Meals	7.80%	\$	48,489.10	\$ 622,016.10
In Home Care	5.96%	\$	16,425.25	\$ 275,658.48
Intake Assessment	5.11%	\$	15,268.15	\$ 298,859.90
RSVP	10.63%	\$	3,445.18	\$ 32,420.00
Legal Assistance	7.00%	\$	3,575.33	\$ 51,076.09
Minor Chores	9.29%	\$	23,227.38	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	16.92%	\$	16,571.57	\$ 97,922.89
Senior Companion	5.88%	\$	1,580.84	\$ 26,874.20
		\$	223,609.04	\$ 3,404,328.40

MUNDY TWP: SENIOR POP.
2,244

3.29% OF COUNTY
SENIORS

1.52% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	0.00%	\$	-	\$ 254,198.62
Case Coordination	1.56%	\$	4,383.68	\$ 280,555.27
*Congregate Meals	1.29%	\$	3,616.43	\$ 281,059.50
Door to Door	1.69%	\$	1,332.61	\$ 79,068.00
Elder Abuse	1.36%	\$	9,752.32	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	0.00%	\$	-	\$ 62,200.00
Home Delivered Meals	2.35%	\$	14,598.87	\$ 622,016.10
In Home Care	3.63%	\$	9,997.98	\$ 275,658.48
Intake Assessment	1.14%	\$	3,392.92	\$ 298,859.90
RSVP	1.36%	\$	441.69	\$ 32,420.00
Legal Assistance	0.00%	\$	-	\$ 51,076.09
Minor Chores	1.71%	\$	4,278.73	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	0.00%	\$	-	\$ 97,922.89
Senior Companion	0.00%	\$	-	\$ 26,874.20
		\$	51,795.22	\$ 3,404,328.40

RICHFIELD TWP: SENIOR
POP. 1,108

0.92% OF COUNTY
SENIORS

1.36% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	3.92%	\$	9,968.57	\$ 254,198.62
Case Coordination	0.89%	\$	2,504.96	\$ 280,555.27
*Congregate Meals	1.12%	\$	3,144.72	\$ 281,059.50
Door to Door	0.00%	\$	-	\$ 79,068.00
Elder Abuse	0.78%	\$	5,572.75	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	0.00%	\$	-	\$ 62,200.00
Home Delivered Meals	1.01%	\$	6,256.66	\$ 622,016.10
In Home Care	2.33%	\$	6,427.27	\$ 275,658.48
Intake Assessment	0.47%	\$	1,413.72	\$ 298,859.90
RSVP	1.36%	\$	441.69	\$ 32,420.00
Legal Assistance	1.00%	\$	510.76	\$ 51,076.09
Minor Chores	1.34%	\$	3,361.86	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	6.15%	\$	6,026.02	\$ 97,922.89
Senior Companion	1.96%	\$	526.95	\$ 26,874.20
		\$	46,155.93	\$ 3,404,328.40

THETFORD TWP: SENIOR
POP. 967

1.42% OF COUNTY
SENIORS

1.23% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	0.00%	\$	-	\$ 254,198.62
Case Coordination	0.00%	\$	-	\$ 280,555.27
*Congregate Meals	3.13%	\$	8,805.22	\$ 281,059.50
Door to Door	1.69%	\$	1,332.61	\$ 79,068.00
Elder Abuse	1.75%	\$	12,538.70	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	0.00%	\$	-	\$ 62,200.00
Home Delivered Meals	1.59%	\$	9,906.38	\$ 622,016.10
In Home Care	1.30%	\$	3,570.71	\$ 275,658.48
Intake Assessment	0.47%	\$	1,413.72	\$ 298,859.90
RSVP	0.54%	\$	176.68	\$ 32,420.00
Legal Assistance	0.00%	\$	-	\$ 51,076.09
Minor Chores	0.61%	\$	1,528.12	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	1.54%	\$	1,506.51	\$ 97,922.89
Senior Companion	3.92%	\$	1,053.89	\$ 26,874.20
		\$	41,832.51	\$ 3,404,328.40

VIENNA TWP: SENIOR POP.
2,095

3.07% OF COUNTY
SENIORS

3.19% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	1.96%	\$	4,984.29	\$ 254,198.62
Case Coordination	1.79%	\$	5,009.92	\$ 280,555.27
*Congregate Meals	7.08%	\$	19,890.36	\$ 281,059.50
Door to Door	1.12%	\$	888.40	\$ 79,068.00
Elder Abuse	5.05%	\$	36,222.90	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	2.56%	\$	1,594.87	\$ 62,200.00
Home Delivered Meals	3.27%	\$	20,334.14	\$ 622,016.10
In Home Care	2.85%	\$	7,855.55	\$ 275,658.48
Intake Assessment	1.04%	\$	3,110.18	\$ 298,859.90
RSVP	1.91%	\$	618.37	\$ 32,420.00
Legal Assistance	4.00%	\$	2,043.04	\$ 51,076.09
Minor Chores	1.34%	\$	3,361.86	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	1.54%	\$	1,506.51	\$ 97,922.89
Senior Companion	3.92%	\$	1,053.89	\$ 26,874.20
		\$	108,474.27	\$ 3,404,328.40

VILLAGE OF GAINES:
SENIOR POP. 51

0.07% OF COUNTY
SENIORS

0.04% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	0.00%	\$	-	\$ 254,198.62
Case Coordination	0.00%	\$	-	\$ 280,555.27
*Congregate Meals	0.00%	\$	-	\$ 281,059.50
Door to Door	0.00%	\$	-	\$ 79,068.00
Elder Abuse	0.19%	\$	1,393.19	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	0.00%	\$	-	\$ 62,200.00
Home Delivered Meals	0.00%	\$	-	\$ 622,016.10
In Home Care	0.00%	\$	-	\$ 275,658.48
Intake Assessment	0.00%	\$	-	\$ 298,859.90
RSVP	0.00%	\$	-	\$ 32,420.00
Legal Assistance	0.00%	\$	-	\$ 51,076.09
Minor Chores	0.00%	\$	-	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	0.00%	\$	-	\$ 97,922.89
Senior Companion	0.00%	\$	-	\$ 26,874.20
		\$	1,393.19	\$ 3,404,328.40

VILLAGE OF GOODRICH:
SENIOR POP. 161

0.24% OF COUNTY
SENIORS

0.12% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	0.00%	\$	-	\$ 254,198.62
Case Coordination	0.00%	\$	-	\$ 280,555.27
*Congregate Meals	0.17%	\$	471.71	\$ 281,059.50
Door to Door	0.00%	\$	-	\$ 79,068.00
Elder Abuse	0.00%	\$	-	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	0.00%	\$	-	\$ 62,200.00
Home Delivered Meals	0.42%	\$	2,606.94	\$ 622,016.10
In Home Care	0.26%	\$	714.14	\$ 275,658.48
Intake Assessment	0.09%	\$	282.74	\$ 298,859.90
RSVP	0.27%	\$	88.34	\$ 32,420.00
Legal Assistance	0.00%	\$	-	\$ 51,076.09
Minor Chores	0.00%	\$	-	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	0.00%	\$	-	\$ 97,922.89
Senior Companion	0.00%	\$	-	\$ 26,874.20
		\$	4,163.87	\$ 3,404,328.40

VILLAGE OF LENNON:
SENIOR POP. 94

0.14% OF COUNTY
SENIORS

0.04% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	0.00%	\$	-	\$ 254,198.62
Case Coordination	0.00%	\$	-	\$ 280,555.27
*Congregate Meals	0.00%	\$	-	\$ 281,059.50
Door to Door	0.00%	\$	-	\$ 79,068.00
Elder Abuse	0.19%	\$	1,393.19	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	0.00%	\$	-	\$ 62,200.00
Home Delivered Meals	0.00%	\$	-	\$ 622,016.10
In Home Care	0.00%	\$	-	\$ 275,658.48
Intake Assessment	0.00%	\$	-	\$ 298,859.90
RSVP	0.00%	\$	-	\$ 32,420.00
Legal Assistance	0.00%	\$	-	\$ 51,076.09
Minor Chores	0.00%	\$	-	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	0.00%	\$	-	\$ 97,922.89
Senior Companion	0.00%	\$	-	\$ 26,874.20
		\$	1,393.19	\$ 3,404,328.40

VILLAGE OF OTISVILLE:
SENIOR POP. 109

0.16% OF COUNTY
SENIORS

0.02% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

Adult Day Care	0.00%	\$	-	\$ 254,198.62
Case Coordination	0.22%	\$	626.24	\$ 280,555.27
*Congregate Meals	0.00%	\$	-	\$ 281,059.50
Door to Door	0.00%	\$	-	\$ 79,068.00
Elder Abuse	0.00%	\$	-	\$ 717,492.02
Foster Grandparents	0.00%	\$	-	\$ 37,931.00
Guardianship	0.00%	\$	-	\$ 62,200.00
Home Delivered Meals	0.00%	\$	-	\$ 622,016.10
In Home Care	0.00%	\$	-	\$ 275,658.48
Intake Assessment	0.00%	\$	-	\$ 298,859.90
RSVP	0.00%	\$	-	\$ 32,420.00
Legal Assistance	0.00%	\$	-	\$ 51,076.09
Minor Chores	0.00%	\$	-	\$ 250,000.00
**Ombudsman	0.00%	\$	-	\$ 36,996.33
Respite Services	0.00%	\$	-	\$ 97,922.89
Senior Companion	0.00%	\$	-	\$ 26,874.20
		\$	626.24	\$ 3,404,328.40

VILLAGE OF OTTER LAKE:
SENIOR POP. 66

0.1% OF COUNTY
SENIORS

0.% OF TRACK TWO
FUNDS SPENT

TOTAL TRACK TWO FUNDS SPENT

	0.1% OF COUNTY SENIORS	0.% OF TRACK TWO FUNDS SPENT	TOTAL TRACK TWO FUNDS SPENT
Adult Day Care	0.00% \$	- \$	254,198.62
Case Coordination	0.00% \$	- \$	280,555.27
*Congregate Meals	0.00% \$	- \$	261,059.50
Door to Door	0.00% \$	- \$	79,068.00
Elder Abuse	0.00% \$	- \$	717,492.02
Foster Grandparents	0.00% \$	- \$	37,931.00
Guardianship	0.00% \$	- \$	62,200.00
Home Delivered Meals	0.00% \$	- \$	622,016.10
In Home Care	0.00% \$	- \$	275,658.48
Intake Assessment	0.00% \$	- \$	298,859.90
RSVP	0.00% \$	- \$	32,420.00
Legal Assistance	0.00% \$	- \$	51,076.09
Minor Chores	0.00% \$	- \$	250,000.00
**Ombudsman	0.00% \$	- \$	36,996.33
Respite Services	0.00% \$	- \$	97,922.89
Senior Companion	0.00% \$	- \$	26,874.20
		\$ - \$	3,404,328.40



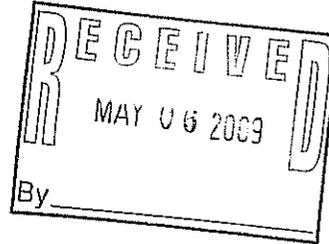
STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

May 4, 2009

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



Dear Mr. Bueche:

The Title VI Compliance Data Report has been approved, and the Department's Financial Services Division has been notified of this action.

If you have any questions concerning this matter, please contact me at (248) 967-0570, extension 212.

Sincerely,

Franklin Adams,
Manager, Metro Field Services
Office of Business Development

Paul Bueche

From: Genesee County Small Cities and Villages [GCSCV@LISTSERV.MML.ORG] on behalf of Slattery, Robert [RSlattery@GCRC.ORG]
Sent: Friday, April 24, 2009 11:15 AM
To: GCSCV@LISTSERV.MML.ORG
Subject: FW: Traffic Update for Week of 4/27/09 (M-21 Bridge over I-75)

Attachments: DSCF1366_1.JPG; DSCF1346.JPG; DSCF1363_2.JPG



DSCF1366_1.JPG
(53 KB)



DSCF1346.JPG (46
KB)



DSCF1363_2.JPG
(55 KB)

FYI, in case you go that way...

Attached photos show the superstructure for the new bridge being installed.

Bob Slattery

Mt. Morris

To All: The following lane closures on NB & SB I-75 are required but not limited to the ongoing bridge work: Complete the foundation excavation, pour concrete for the footing, crash wall, pier columns center pier and the west abutment.

The following lane closures will be in effect starting the week of April 27, 2009. These lane closures are approximately two miles north and south of the M-21/ I-75 interchange. Attached are a few pictures of the progression of the work for the median pier.

Monday, April 27, 2009

1. Left lane of NB I-75 will be closed between the hours of 12:00 midnight to 11:59 PM
2. Two left lanes of NB I-75 will be closed between the hours of 12:00 midnight to 5:00 AM and between the hours of 10:00 PM to 11:59 PM
3. Left lane of SB I-75 will be closed from 10:00 PM to 11:59 PM
4. Two left lanes of SB I-75 will be closed from 12:00 midnight to 5:00 AM and between the hours of 10:00 PM to 11:59 PM

Tuesday, April 28, 2009

1. Left lane of NB I-75 will be closed between the hours of 12:00 midnight to 11:59 PM
2. Two left lanes of NB I-75 will be closed between the hours of 12:00 midnight to 5:00 AM and between the hours of 10:00 PM and 11:59 PM
3. Left lane of SB I-75 will be closed from 12:00 midnight to 11:59 PM
4. Two left lanes of SB I-75 will be closed from 12:00 midnight to 5:00 AM and between the hours of 10:00 PM and 11:59 PM

Wednesday, April 29, 2009

1. Left lane of NB I-75 will be closed between the hours of 12:00 midnight to 11:59 PM
2. Two left lanes of NB I-75 will be closed between the hours of 12:00 midnight to 5:00 AM and between the hours of 10:00 PM to 11:59 PM
3. Left lane of SB I-75 will be closed from 12:00 midnight to 11:59 PM
4. Two left lanes of SB I-75 will be closed from 12:00 midnight to 5:00 AM and between the hours of 10:00 PM to 11:59 PM

Thursday, April 30, 2009

1. Left lane of NB I-75 will be closed between the hours of 12:00 midnight to 3:00 PM and between the hours of 10:00 PM and 11:59 PM
2.

Two left lanes of NB I-75 will be closed between the hours of 12:00 midnight to 5:00 AM and between

the hours of 10:00 PM to 11:59 PM 3.

Left lane of SB I-75 will be closed from 12:00 midnight to 11:59 PM 4.

Two left lanes of SB I-75 will be closed from 12:00 midnight to 5:00 AM and between the hours of 10:00 PM to 11:59 PM

Friday, May 1, 2009

1. Left lane of NB I-75 will be closed between the hours of 12:00 midnight to 9:00 AM and between the hours of 10:00 PM and 11:59 PM 2.

Two left lanes of NB I-75 will be closed between the hours of 12:00 midnight to 5:00 AM 3. Left lane of SB I-75 will be closed from 12:00 midnight to 11:59 PM 4. Two left lanes of SB I-75 will be closed from 12:00 midnight to 5:00 AM

Saturday, May 2, 2009

1. Left lane of NB I-75 will be closed between the hours of 12:00 midnight to 9:00 AM and between the hours of 7:00 PM and 11:59 PM 2. Two left lanes of NB I-75 will be closed between the hours of 12:00 midnight to 7:00 AM and between the hours of 10:00 PM and 11:59 PM 3. Left lane of SB I-75 will be closed from 12:00 midnight to 11:59 PM 4. Two left lanes of SB I-75 will be closed from 12:00 midnight to 7:00 AM

Sunday, May 3, 2009

1. Left lane of NB I-75 will be closed between the hours of 12:00 midnight to 12:00 PM and between the hours of 6:00 PM and 11:59 PM 2. Two left lanes of NB I-75 will be closed between the hours of 12:00 midnight to 9:00 AM and between the hours of 10:00 PM and 11:59 PM 3. Left lane of SB I-75 will be closed from 12:00 midnight to 11:59 PM 4. Two left lanes of SB I-75 will be closed from 12:00 midnight to 9:00 AM

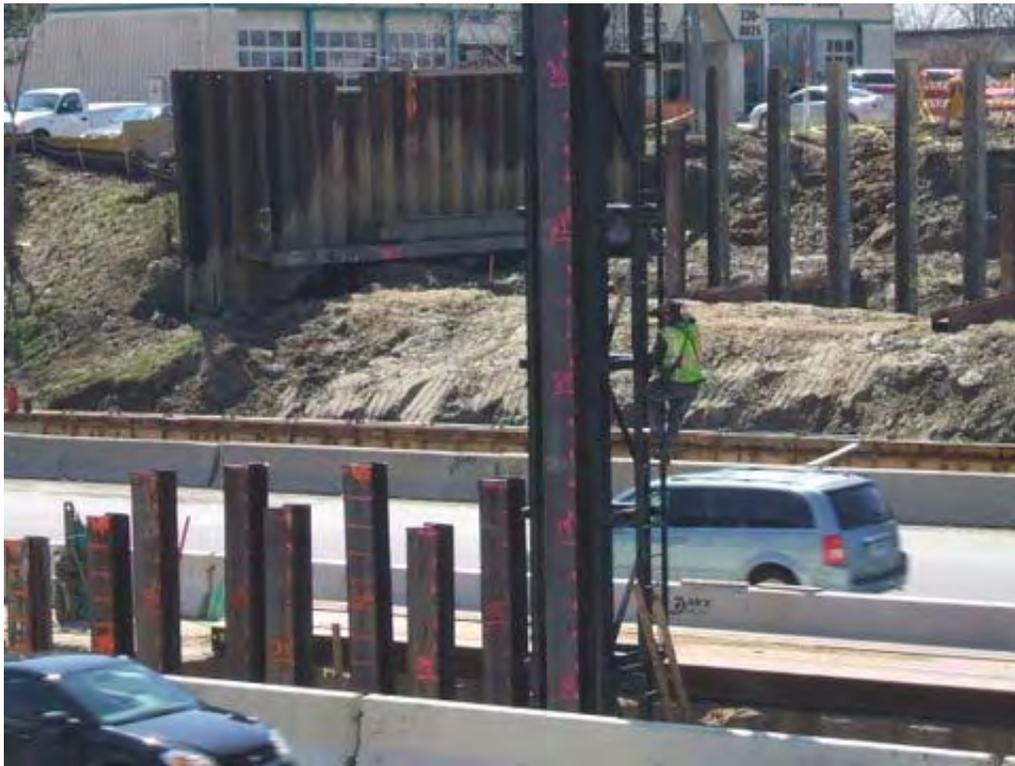
DETOUR INFORMATION

Westbound M-21 traffic will be detoured north on I-75 to Pierson Road, then loop around to head Southbound on I-75 to M-21.

Eastbound M-21 traffic will be detoured southbound on I-75 to Miller Road, then loop around, heading northbound on I-75 to M-21.

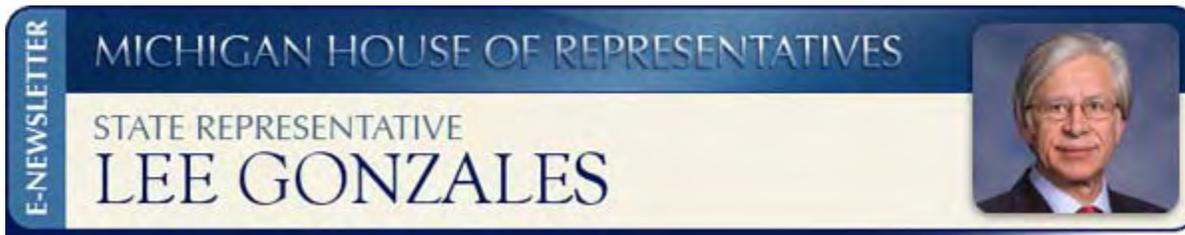
Please forward this construction update to any/all entities that may benefit from this information. If you have any questions, please call Dewane Petzold, Phil Sekela or me. These dates and times are subject to change due to inclement weather. The project is underway, there may be additional updates, so keep reading these construction updates and the message boards for up-to-date closures.

Armando V. Lopez Jr. PE
Office Ph. No. 810-653-7470
Delivery Engineer
MDOT Davison TSC



Paul Bueche

From: Representative Lee Gonzales [leegonzales@house.mi.gov]
Sent: Friday, April 24, 2009 4:01 PM
To: Paul Bueche
Subject: Capitol Update



Dear friends,

Welcome to my e-newsletter. I want to update you on the work I'm doing in Lansing on behalf of the 49th District.

Bringing High-Tech Businesses to Michigan and Creating Jobs

I am [pleased to announce](#) that four companies plan to invest more than \$1.7 billion and create more than 6,600 jobs in Michigan in order to take advantage of our tax credits for advanced battery technologies, a plan that was the first of its kind in the nation. The tax credit plan that I originally proposed was recently expanded to \$555 million.

These investments are proof-positive that Michigan is ahead of the game when it comes to attracting the new, dynamic industries of the 21st century economy. This announcement is a key step on the road to recovery for Michigan's economy that will benefit workers and businesses alike.

Gonzales Votes to Crack Down on Mercury Pollution

On Earth Day, I voted in favor of [a plan to better protect Michigan's families and waterways](#) by phasing out the use of mercury in several products sold in Michigan, and improving recycling practices and disposal of the toxic substance.

Mercury is a dangerous chemical that threatens the well-being of Michigan residents and has a negative effect on our land, air and water. Our Great Lakes and other waterways are not only an essential part of our quality of life here in Michigan, but they are also a driving economic force for our state, providing for thousands of jobs in the agriculture, tourism and manufacturing industries. Reducing the amount of mercury in products and properly disposing of such a dangerous substance will help protect the health of our residents and our three largest industries.

Please click on the links above to get more news about my activities here in

Lansing. If you have any suggestions for items in the e-newsletter, please e-mail me at leegonzales@house.mi.gov. I look forward to hearing from you.

Sincerely,

Lee Gonzales

State Representative

District 49

 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE



MICHIGAN HOUSE DEMOCRATS

[Click here to unsubscribe.](#)

Paul Bueche

From: Michigan Municipal League [nbrown@mml.org]
Sent: Tuesday, April 28, 2009 4:30 PM
To: Paul Bueche
Subject: MML Legislative Link 4-28-09



April 28, 2009

State Affairs Report

No Reason AV Voted Out of Committee – Last week, the House Ethics & Elections committee passed two bills allowing for absentee voting (AV) without a reason: [HB 4097](#) (Griffin, D-Jackson) and [HB 4367](#) (Stanley, D-Flint). No reason AV is an issue the League has supported for years, and this session is no exception. The Michigan Association of Municipal Clerks also supports this measure. Historically the Senate has not been interested in taking up this issue, so we'll see what transpires this session. Contact: [Samantha Harkins](#)

House Tax Policy Set to Take up WPW Fix – Tomorrow morning (Wednesday, April 29) the House Tax Policy Committee is set to take up HBs [4456](#) and [4457](#), sponsored by Rep Gregory, which attempt to correct the tax inequity on commercial and industrial properties with regard to occupancy as a determination of value. These bills create a new tax structure in order to circumvent the court case known as WPW, rather than striking occupancy as a factor in determining value. Contact: [Summer Minnick](#)

Keg Tagging and Registration – Does your community have problems with kegs? Do people buy kegs and provide alcohol at a party (especially to underage drinkers)? Do your police struggle because an accident happens or they break up parties and don't know who is responsible for providing the kegs? This has happened in communities throughout Michigan, and a House committee passed [HB 4565](#) to prevent this. Sponsored by Rep. Mark Meadows (former East Lansing Mayor), this will make people who purchase kegs give their name and address to the retailer, and kegs would be tagged. This would help police identify who bought the keg. There are retailers who are unhappy that they would have to do this. This bill also contains language preempting local ordinances, but no communities have local ordinances dealing with this issue. East Lansing tried regulating locally; however, buyers simply went next door to anonymously purchase kegs. The House passed HB 4565 and it now moves to the Senate. Contact: [Andy Schor](#)

[Subscribe](#) to the Link.

The Buzz

[Grand Rapids to Host World's Largest Art Prize](#)
 The Grand Rapids Press/mlive.com
 4/23/09

What's New

[Master Plan Part Three: Transportation](#)

[Jackson City Council Sets Goals, Makes Plans to Raze Vacant ACME Building, Downtown Hotel](#)

[Vehicle Registration One Option to Fund Michigan's Parks](#)

[Exceptional Service Award Call for Nominations](#)
 Submit by June 30

[Leadership & Public Service Award Call for Nominations](#)
 Submit by June 30

[League's New PA 312 Webpage](#)

Save the Date

[MAM Capitol Reception](#)

Sustainable Urbanism Mini-Course Offering –

"Sustainable Urbanism: Urban Design with Nature" is a mini-course being offered August 19-23, 2009 at the University of Michigan Biological Station in Pellston. This course will explore the links between human settlement patterns and climate change. It will mix sustainability theory with case studies, including field trips to Petoskey and Cheboygan, Michigan. The basis for the lectures is the book, "Sustainable Urbanism: Urban Design with Nature," by Doug Farr, who is also teaching the course. Mr. Farr is a planner and architect, and founder of Farr Associates Architecture and Urban Design, Inc., in Chicago. [Click here](#) for more details on the course, including registration information and fees. Contact: [Arnold Weinfeld](#)

Community Excellence Awards: Wyoming Gets the Votes at Region 3 –

Congratulations to the city of Wyoming for its nomination to the next round of the Community Excellence Award Race for the Cup! Wyoming was selected at the Region 3 Regional Education Seminar last week for its TEAM 21 project and will go on to represent its region in the final round at the League's Annual Convention. Share in the Race for the Cup by [registering online](#) today for your Regional Seminar (Friday's May -June in four more locations), where you'll also find networking opportunities and learn the latest on topics particular to your region. Seminar attendees will nominate an Award finalist to represent their region in the final round at the League's [Annual Convention](#), Sept. 22-25, 2009 in Kalamazoo where one outstanding community will take home the Award Cup!

MAM Capitol Reception Luncheon, April 30 –

Attention members of the Michigan Association of Mayors (MAM): the Annual MAM Capitol Reception Luncheon will be April 30, from 11:00 am to 1:00 pm at the State Capitol Building. Come talk with your legislators and enjoy the company of fellow MAM members. For a listing of current MAM members, [click here](#). To RSVP or to become a member of MAM contact [Nikki Brown](#).

This Place Matters Campaign – The National Trust for Historic Preservation started a national web-based photo campaign titled [This Place Matters](#) to start a national conversation about places that matter. People are encouraged to post photos and stories about places they feel are culturally or architecturally significant within their community. The campaign will run throughout 2009.

Urban-Rural Connections Conference – On May 13th, the League, in conjunction with the University of Michigan Graham Environmental Sustainability Institute, is sponsoring a [conference](#) on urban-rural collaboration and sustainability. The conference, to be held at the University of Michigan in Ann Arbor, will feature panel discussions and case-study breakout sessions. A reception is being held the evening before and will feature Michael Shuman, author of the "The Small-Mart Revolution - How Local Businesses are Beating the Global Competition." [Registration](#) for the event is \$50 if done by April 20th. Contact: [Arnold Weinfeld](#)

April 30, Lansing

[2009 Asset Management Conference](#)

May 19th, East Lansing

[Urban-Rural Sustainability Connections](#)

May 12-13, Ann Arbor

[Form-Based Codes 201: Preparing a FBC - Design Considerations](#)

May 18-19, Lansing

[Local Government and the Courts](#)

June 10, Lansing

[Form-Based Codes 301: Completing, Adopting & Administering the Code](#)

July 13-14, Lansing

[Concrete Repair Seminar](#)

June 4, Marquette

[Regional Seminars](#)

Friday's April - June,
Seven Locations
Statewide ([EOA](#))

[The League's Annual Convention](#)

Sept. 22-25, Kalamazoo

Grants & Projects[Wood Energy Preliminary Assessment Grants](#)[Diesel Emission Reduction Grants](#)

Apply by April 28

[Local Bridge Programs Applications](#)

Apply by June 1

[Michigan Humanities Council Grants/Events](#)[MI Housing Community Development Funds](#)

Other Stimulus Information – Visit the [League's Economic Stimulus webpage](#), the [Michigan's recovery website](#), or the [federal recovery website](#) frequently for information on stimulus programs of interest to Michigan communities.

Looking for Other Issues or Past Legislative Link Issues? – Check out [Inside 208](#) - the League advocacy blog - and use the search box to find past Link and Blog issues.

Federal Update

Feds Respond to Public Health Emergency

(Swine Flu) – The federal government is responding to the swine flu public health emergency through a series of public safety and emergency management steps. Visit the [Department of Homeland Security](#) (DHS) for details. Contact: [Arnold Weinfeld](#)

Enhanced Driver's License and State ID Card

Now Available – A new optional "enhanced" driver license and personal identification card is now available from the Secretary of State. These will have a different design and color scheme from Michigan's standard license and ID. The card acts as two documents in one -- a license or ID card and an accepted citizenship document at the U.S. border. The cards have been approved by the federal government as secure documents that are acceptable for border crossing under the Western Hemisphere Travel Initiative (WHTI). Beginning June 1, travelers must present an identity and citizenship document approved under WHTI to gain re-entry by land or sea into the U.S. from Canada, Mexico, Bermuda or the Caribbean. For more information, visit the [Secretary of State's website](#) or call the Department of State Information Center at 888-SOS-MICH. Contact: [Arnold Weinfeld](#)

Neighborhood Stabilization Program Funds Now

Available – Last summer the U.S. Congress passed and the President signed into law legislation to help address the housing and foreclosure crisis. One of the programs established was the "Neighborhood Stabilization Program." Michigan's share of the funding is \$263 million. The first wave of this funding has come through and has been allocated to entitlement communities. Now, additional funding is being made available on a competitive basis. The Michigan State Housing Development Authority is administering the program. Check out the [MSHDA website](#) for eligible activities and how to apply. Applications are due April 23rd. Contact: [Arnold Weinfeld](#)

NLC Award for Municipal Excellence Deadline

Approaching – The deadline for nominations for the National League of Cities and CH2M HILL co-sponsored Awards for Municipal Excellence is fast approaching. Nominations must be submitted by May 1, 2009. [Click here](#) or visit the [NLC website](#) for contact and submittal information.

[Safety Program Projects](#)
Apply by March 27

[Federal Brownfield Funding](#)

Related Links

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

[Resources](#)

Email Management

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



Paul Bueche

From: Michigan Municipal League [nbrown@mml.org]
Sent: Tuesday, May 05, 2009 4:30 PM
To: Paul Bueche
Subject: MML Legislative Link 5-5-09



May 5, 2009

State Affairs Report

Lawmakers Approve Governor's Revenue

Sharing Cuts – The Granholm administration released an executive order (E.O.) at 11 a.m. today which included \$41 million in cuts to community statutory revenue sharing (approximately one-third of your last payments) from this year's budget. The Senate and House Appropriations Committees approved the cuts today as well (they are the final approving body for EO cuts). The League found out about the cuts yesterday and used our [Action Center](#) to urge members to contact lawmakers. In the 24 hours between learning of the cuts and their approval, over 250 League members contacted legislators. League staff blogged about the progress of this issue live from the Appropriations Committee meeting and it can be read at [Inside 208](#). Details will also be shared through the blog by the end of the day. Contact: [Summer Minnick](#)

Details About Revenue Sharing Cuts in

Executive Order Revealed – Specific estimates on how the revenue sharing cuts proposed in today's Executive Order will affect each community have been released. Visit [mml.org](#) to view these figures. Contact: [Summer Minnick](#)

Publishing Online – The requirement for communities to publish notices in a newspaper is very costly, and is becoming exceedingly more difficult with newspapers going out of business or only publishing articles online. The issue of allowing public notices to be published online is ripe for discussion. The League's Municipal Services committee discussed this topic at their last meeting and asked League staff to work towards getting legislation to allow online publication. Rep. Jennifer Haase (D – Richmond) has indicated that she is requesting a bill to address this concern and allow local units to publish online. League staff looks forward to working with Rep. Haase as we move forward on this important issue! Contact: [Samantha Harkins](#)

Legislation to Increase Transportation Funding

[Subscribe](#) to the Link.

The Buzz

[Michigan Must Stop Bleeding Young Talent](#)
 Detroit Free Press - Jeff Gerritt
 4/27/09

What's New

[Granholm Order to Cut \\$300 Million](#)

[Cities' Final Payments Slashed 33% Under E.O.](#)

[Transit Systems are Michigan's Future](#)

[Exceptional Service Award Call for Nominations](#)
 Submit by June 30

[Leadership & Public Service Award Call for Nominations](#)
 Submit by June 30

[League's New PA 312 Webpage](#)

Save the Date

[2009 Asset Management Conference](#)
 May 19th, East Lansing

[Urban-Rural Sustainability](#)

Released – The Governor's office has released a nine page document incorporating 13 specific bills that have been requested and received that will increase transportation funding by 90% over the next five years (from \$3.1 billion to approximately \$5.89 billion from state/local/federal sources). Click [here](#) for a full breakdown of the package or visit [Inside 208](#) for further details. The League looks forward to working with the legislature on this legislation. Contact: [Dave Worthams](#)

Testifying Before House Transportation

Appropriations – Last week, League staff testified on the FY 2009-10 Transportation budget before the House Transportation Appropriations Subcommittee along with the County Road Association of Michigan (CRAM) and the Michigan Infrastructure and Transportation Association (MITA). The presentation called attention to the lack of funding spent on Michigan's transportation system. Visit [Inside 208](#) for additional information. Contact: [Dave Worthams](#)

Wyoming & Mt. Pleasant Advance in the '09 Race for the Cup

– Congratulations to the cities of Wyoming and Mt. Pleasant for their nomination to the next round of the Community Excellence Award Race for the Cup! [Wyoming](#) and [Mt. Pleasant](#) were selected at the Region 3 and Region 4 Education Seminars respectively and will go on to represent their regions in the final round at the League's [Annual Convention](#), Sept. 22-25, 2009 in Kalamazoo. Share in the Race for the Cup by [registering online](#) today for your Regional Seminar (Friday's May -June in three more locations), where you'll also find networking opportunities and learn the latest on topics particular to your region.

Sustainable Urbanism Mini-Course Offering –

"Sustainable Urbanism: Urban Design with Nature" is a mini-course being offered August 19-23, 2009 at the University of Michigan Biological Station in Pellston. This course will explore the links between human settlement patterns and climate change. It will mix sustainability theory with case studies, including field trips to Petoskey and Cheboygan, Michigan. The basis for the lectures is the book, "Sustainable Urbanism: Urban Design with Nature," by Doug Farr, who is also teaching the course. Mr. Farr is a planner and architect, and founder of Farr Associates Architecture and Urban Design, Inc., in Chicago. [Click here](#) for more details on the course, including registration information and fees. Contact: [Arnold Weinfeld](#)

This Place Matters Campaign – The National Trust for Historic Preservation started a national web-based photo campaign titled [This Place Matters](#) to start a national conversation about places that matter. People are encouraged to post photos and stories about places they feel are culturally or architecturally significant within their community. The campaign will run throughout 2009.

Urban-Rural Connections Conference – On May 13th, the League, in conjunction with the University of Michigan Graham Environmental Sustainability Institute, is sponsoring a [conference](#) on urban-rural collaboration and sustainability. The

[Connections](#)

May 12-13, Ann Arbor

[Form-Based Codes 201: Preparing a FBC - Design Considerations](#)

May 18-19, Lansing

[Local Government and the Courts](#)

June 10, Lansing

[Form-Based Codes 301: Completing, Adopting & Administering the Code](#)

July 13-14, Lansing

[Concrete Repair Seminar](#)

June 4, Marquette

[Regional Seminars](#)

Friday's April - June, Seven Locations Statewide ([EOA](#))

[The League's Annual Convention](#)

Sept. 22-25, Kalamazoo

Grants & Projects

[Wood Energy Preliminary Assessment Grants](#)

[Local Bridge Programs Applications](#)

Apply by June 1

[Michigan Humanities Council Grants/Events](#)

[MI Housing Community Development Funds](#)

[Federal Brownfield Funding](#)

Related Links

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

conference, to be held at the University of Michigan in Ann Arbor, will feature panel discussions and case-study breakout sessions. A reception is being held the evening before and will feature Michael Shuman, author of the "The Small-Mart Revolution - How Local Businesses are Beating the Global Competition." [Registration](#) for the event is \$50 if done by April 20th. Contact: [Arnold Weinfeld](#)

[Resources](#)

Other Stimulus Information – Visit the [League's Economic Stimulus webpage](#), the [Michigan's recovery website](#), or the [federal recovery website](#) frequently for information on stimulus programs of interest to Michigan communities.

Looking for Other Issues or Past Legislative Link Issues? – Check out [Inside 208](#) - the League advocacy blog - and use the search box to find past Link and Blog issues.

Federal Update

Feds Respond to Public Health Emergency

(Swine Flu) – The federal government is responding to the swine flu public health emergency through a series of public safety and emergency management steps. Visit the [Department of Homeland Security](#) (DHS) for details. Contact: [Arnold Weinfeld](#)

Email Management

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

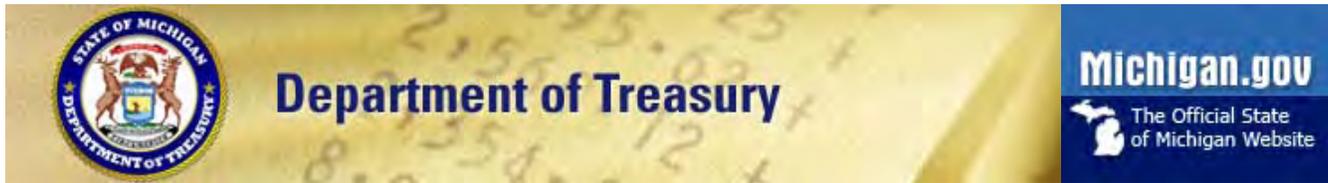
Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



**FY 2009 Revenue Sharing
Comparison of January 2009 Consensus to May 2009 Executive Order**

Revshare Code	Local Unit Name	Unit Type	County	FY2009 Jan Consensus Projected			FY2009 Executive Order Projected			\$ Chg	% Chg
				Const	Statutory	Total	Const	Statutory	Total		
252020	Davison	City	Genesee	\$375,046	\$221,300	\$596,346	\$366,002	\$207,310	\$573,312	(\$23,034)	(3.9)%
252030	Fenton	City	Genesee	\$716,897	\$139,660	\$856,557	\$699,609	\$118,474	\$818,083	(\$38,474)	(4.5)%
252040	Flint	City	Genesee	\$8,444,378	\$10,726,274	\$19,170,652	\$8,240,741	\$10,298,678	\$18,539,419	(\$631,233)	(3.3)%
252050	Flushing	City	Genesee	\$565,551	\$153,171	\$718,722	\$551,912	\$135,616	\$687,528	(\$31,194)	(4.3)%
252060	Grand Blanc	City	Genesee	\$558,369	\$128,873	\$687,242	\$544,904	\$111,978	\$656,882	(\$30,360)	(4.4)%
252065	Montrose	City	Genesee	\$109,682	\$78,287	\$187,969	\$107,037	\$73,929	\$180,966	(\$7,003)	(3.7)%
252070	Mt Morris	City	Genesee	\$216,383	\$179,013	\$395,396	\$211,165	\$169,935	\$381,100	(\$14,296)	(3.6)%
252080	Swartz Creek	City	Genesee	\$345,644	\$108,828	\$454,472	\$337,309	\$97,799	\$435,108	(\$19,364)	(4.3)%
252085	Linden	City	Genesee	\$193,823	\$43,596	\$237,419	\$189,149	\$37,752	\$226,901	(\$10,518)	(4.4)%
253010	Gaines	Vil	Genesee	\$24,795	\$13,814	\$38,609	\$24,197	\$12,904	\$37,101	(\$1,508)	(3.9)%
253020	Goodrich	Vil	Genesee	\$91,661	\$3,608	\$95,269	\$89,451	\$1,178	\$90,629	(\$4,640)	(4.9)%
253025	Lennon	Vil	Genesee	\$5,893	\$1,384	\$7,277	\$5,751	\$1,204	\$6,955	(\$322)	(4.4)%
253050	Otisville	Vil	Genesee	\$59,752	\$32,082	\$91,834	\$58,311	\$29,915	\$88,226	(\$3,608)	(3.9)%
253060	Otter Lake	Vil	Genesee	\$4,132	\$2,041	\$6,173	\$4,032	\$1,894	\$5,926	(\$247)	(4.0)%
County Totals:				\$29,525,161	\$14,524,481	\$44,049,642	\$28,813,157	\$13,482,263	\$42,295,420	(\$1,754,222)	(4.0)%

This is what we are projected to loose with the Governor's recent executive order


[Michigan.gov Home](http://Michigan.gov/Home)
[Treasury Home](#) | [Taxes Home](#)

FY 2008-2009 Revenue Sharing Amounts

GENESEE COUNTY SWARTZ CREEK CITY 25-2080

	Oct.	Dec.	Feb.	April	June	August
Constitutional:	\$60,267	\$63,112	\$58,876	\$50,824	\$56,031	\$56,534
Statutory:						
Statutory Payment:	\$22,901	\$20,298	\$20,202	\$8,531	\$10,664	\$24,046
2% FY07 Statutory:						\$2,185
Total:	\$83,168	\$83,410	\$79,078	\$59,355	\$66,695	\$82,765

Total FY2009 Constitutional: \$345,644

Total FY2009 Statutory: \$108,828

Total FY2009 Payments: \$454,472

October, December and February amounts are actual. All other amounts are projected based on the January 2009 Consensus Revenue Estimates, the actual FY 2008 amounts, and the FY 2009 appropriation. Projected amounts may change based on changes made by the legislature and changes in the economy. Projections updated on 3/3/09.

Formula Factors:

Per Capita Taxable Value:	\$42,896	Percent Share of FY98:	.07455743%
FY2009 Per Capita Taxable Value Ratio:	.861923	Local Effort Rate or .02:	.007450
2000 Population:	5,102	Population Weight Factor:	3.00

Formulas:

Constitutional Payment: 2000 Population X Distribution Rate

Statutory Payments: FY 2010

Total (constitutional + statutory) amount a local unit received in FY 2008 less FY 2010 total projected constitutional amount multiplied by the FY 2010 statutory payment percentage. Projected Statutory payment percentages are: October 22.0%; Dec 19.5%; Feb 18.0%; Apr 8.0%; Jun 10.0%; Aug 22.5%. An additional statutory payment is projected to be made in August 2010 equal to 2% of the statutory amount the local unit received in the state's 2007 fiscal year.

Statutory Payments: FY 2009

Total (constitutional + statutory) amount a local unit received in FY 2008 less FY 2009 total projected constitutional amount multiplied by the FY 2009 statutory payment percentage. Projected Statutory payment percentages are: October 21.5%; Dec 19.0568%; Feb 18.9433%; Apr 7.9999%; Jun 10.0%; Aug 22.5%. An additional statutory payment is projected to be made in August 2009 equal to 2% of the statutory amount the local unit received in the state's 2007 fiscal year.

Statutory Payments: FY 2008

Total Amount a local unit received in FY 2007 multiplied by 100%; less FY 2008 total projected constitutional amount; multiplied by the FY 2008 statutory payment percentage. Projected Statutory %'s are: Oct 22.174%; Dec 19.4460%; Feb 18.0409%; Apr 7.9097%; Jun 9.9294%; Aug 22.5%.

Statutory Payments: FY 2007

Total Amount a local unit received in FY 2006 multiplied by 97.022%; less FY 2007 total projected constitutional amount; multiplied by the FY 2007 statutory payment percentage. Projected Statutory %'s are: Oct 22.0359%; Dec 19.9153%; Feb 18.5461%; Apr 7.8758%; June 9.5791%; Aug 22.0479%.

Statutory Payments: FY 2006

Total Amount a local unit received in FY 2005 multiplied by 98.86467%; less FY 2006 total projected constitutional amount; multiplied by the FY 2006 statutory payment percentage. Projected Statutory %'s are Oct 22.5041%; Dec 20.4009%; Feb 18.4229%; Apr 7.9349%; June 9.2868%; Aug 21.4504%

Statutory Payments: FY 2005

Total Amount a local unit received in FY 2004 multiplied by 98.91%; less FY 2005 Total constitutional amount; multiplied by the FY 2005 statutory payment percentage. Statutory %'s are Oct 22.4777%; Dec 20.8013%; Feb 18.4833%; Apr 8.1966%; June 9.1722% & Aug 21.6092%

Statutory Payments: FY 2004

Total Amount a local unit received in FY 2003 multiplied by 89.87528%; less FY 2004 Total projected constitutional amount; multiplied by the FY 2004 statutory payment percentage. Projected Statutory %'s are Oct 26.4274%; Dec 19.6946%; Feb 17.6289%; Apr 7.3419%; June 8.3431% & Aug 20.5641%

Statutory Payments: Prior to FY 2004

Percent Share: Percent Share of FY98 Payment X Amount Available for Distribution

Taxable Value: Taxable Value per Capita Ratio X Population X Distribution Rate

Weighted Population: Population Factor X Population X Distribution Rate

Yield Equalization: Payment was calculated in August. If local unit had a Taxable Value per Capita of more than \$20,645, a Yield Equalization payment was not made.

8% Cap: If these calculations generate an increase of more than 8 percent for the state fiscal year, your payment will be reduced in August to 8 percent.

[Michigan.gov Home](#) | [Contact Treasury](#) | [State Web Sites](#) | [FAQ](#) | [Sitemap](#)
[Privacy Policy](#) | [Link Policy](#) | [Accessibility Policy](#) | [Security Policy](#)
 Copyright © 2001-2007 State of Michigan

Excerpts from the City Manager's List-Serve, May 5, 2009.....

In 11th Hour Move, State Lawmakers Break their Promise to Cities Across Michigan

Earlier today, Governor Granholm announced in her Executive Order that \$41.4 million dollars in revenue sharing to local communities would be part of massive cuts aimed at addressing the State's Fiscal Year 2009 budget deficit. This announcement came as most city governments across Michigan, are in final quarter of the current fiscal year and are finalizing budgets for Fiscal Year 2010. The Executive Order was later approved by both the Senate and House Appropriations Committees so this action is not only irresponsible, it is now irreversible.

Local Officials Speak Out Against Cuts

Prior to this announcement, I participated in a press conference held by the Michigan Municipal League to protest the very action later taken by the Governor and appropriations committees. As 2009 President of the Michigan Local Government Managers Association, I represented Michigan's professional administrators who will be largely responsible for identifying where budgets will be cut as a result of this announcement. I was joined by local officials from across the state who are outraged by this turn of events. Let me tell you why.

Revenue Sharing is not "charity" from the State, it is an obligation

Our term-limited legislators should be reminded that revenue sharing between State and Local governments is a function of a long-standing compact that became even more critical with the passage of Prop A in 1994. In a nutshell, the ability of local governments to tax has been increasingly constrained over the past 70 years. With these constraints in place, the State has pledged to return money to locals for the provision of essential services to compensate for the lost tax revenues. To wit, over the past seven years local governments have lost more than 3 billion dollars statewide, East Lansing alone having lost \$32 million.

Legislators should also be reminded that the sales taxes that fund revenue sharing are derived from purchases made by residents of OUR local communities. ***Don't our citizens deserve a return on their tax dollars through frontline service providers?*** Noting the lack of institutional history in the legislation, one individual said it best this morning with the comment that funding revenue sharing has gone from fulfilling an intergovernmental agreement, to merely voting on a budget appropriation. Unfortunate but true.

Simple Economics – Less Money = Less Services

There is nothing fuzzy about this math. Less money from revenue sharing equals less service to residents. Many of us have heard that there are now 4,000 fewer police and fire fighters on the streets since before 9/11. This is not only a problem in and of itself but serves as an indicator of deeper cuts. The observation was made this morning that the last thing communities cut, is police

and fire personnel. So getting to 4,000 fewer officers and fire fighters on the streets has meant cutting seniors programs, parks and recreation, library services – the very things that add value to our communities. The fact is that local governments have been running lean for years. We have consolidated, cooperated, cut, innovated and yes, we have restructured and re-organized. MML President Robin Beltrami wisely observed that “We’ve been creative at the community level for years, why can’t our state government be?”

State Shortsightedness is a surefire “Bridge to Nowhere”

I apologize for the length of this blog and hope that you’ve stuck with me this far. My final observation, one that was echoed by every speaker during this morning’s press conference, is that this \$41.1 million dollar cut to community funding not only hurts us at the nuts and bolts level, but raises a larger policy issue. That is, how can our communities compete globally for the talent and jobs we so desperately need, if our streets and parks are in disrepair, our libraries close and our downtowns are unsafe?

This morning I reflected upon the Governor’s Cool Cities program, initiated seven years ago. My comment was that we didn’t need her to tell us that the “path to prosperity” runs through Michigan communities. *As professional managers and long-serving elected officials, we’ve known that for years!* Given our State’s economic instability, today’s move by the Governor and lawmakers is a huge step backward – Michigan’s version of a “Bridge to Nowhere.”

Paul Bueche

From: Michigan Local Government Management Association
[MANAGEMENTFORUM@LISTSERV.MML.ORG] on behalf of Larry Nielsen
[l.nielsen@PAWPAW.NET]

Sent: Monday, May 04, 2009 5:30 PM

To: MANAGEMENTFORUM@LISTSERV.MML.ORG

Subject: Re: Revenue Sharing Cut

Theodore,

Unfortunately, there is not much leadership in the House or the Senate (Rep or Dem) to oppose the cut or offer alternatives. But, many of the House and Senate members sure happy to have the Gov do it, thinking they can escape some responsibility for what it will do to municipalities. Yet, these same ones are those that are trying to - in 29 different bills below - limit our revenues directly or limit other funds that come to municipalities. And, don't forget many of these House and Senate members continue to support the resolution that lowers taxable value even if the SEV doesn't fall below taxable value. Theodore, tell them they need to oppose all the bills listed below as they further reduce municipal funding!!!

These are the same House and Senate Members who are trying to...

1. Eliminate the 3% funding from locals that the Metro Act brings in (HB 6044)
2. Delay the pop up tax for downtown condos and apartments at pre-development levels until sold or rented (SB 979)
3. Provide incentives by limiting local tax revenues (SB979 and SB 268)
4. Retain a lower Taxable Value if the property is transferred to a person over 60 or is disabled (SB 193, SB 80, HB 4268)
5. Put an additional Cap on property taxes if your SEV is 5% below the prior year and with the inflation rate figured, then that becomes your multiplier (HB 6337)
6. Exempt new construction from paying property taxes (HB 5959)
7. Require assessors to consider the current market when assessing property (HB 4960)
8. Require longer deadlines for tax payments on some business properties (HB 4007)
9. Eliminate driver's license fees for those at 125% of poverty level (SB 1434)
10. Require local units that gets less than \$250,000 in Act 51 revenues to transfer their road jurisdictions and maintenance and funds to the county road commission (SB1322)
11. Limit fuel tax on ethanol to \$0.12 rather than the current \$0.19 and says the transportation must make up the shortfall (SB1158)
12. Keep \$8 of transfer of registration fees from going to the MI Trans Fund and would instead go to the Sec. of State's office (HB 4275)
13. Keep \$5 expeditious title fee from going to the MI Trans Fund and instead gives it to the Sec. of State (HB 4274)
14. Limit ability of municipalities to collect water and sewage rates for some properties (HB 5430)
15. Establishes a Workers Comp presumption for a firefighter who gets cancer that it was job related (HB 4401 and SB 102)
16. Defines the role of construction manager and changes obligations for public construction projects (4 House Bill pkg)
17. Require other taxing units to "opt-in" to newly created DDAs (HB 5178) corridor improvement authorities (HB 5179), TIFAs (HB 5182), Historic Neighbor TIFAs (HB 5181) and newly created development finance authorities (HB 5180)
18. Allow counties and libraries to "opt out" every five years of DDAs, TIFAs and LDFAs (HB 5265, HB 5266 and HB 5267) except if bonds will be impaired
19. Prevent local zoning ordinances from 'impairing' the hobby of motor vehicle repair or restoration (SB700)

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

From: [Theodore Staton](#)

To: MANAGEMENTFORUM@LISTSERV.MML.ORG

Sent: Monday, May 04, 2009 4:05 PM

Subject: Revenue Sharing Cut

Many of you have probably heard that the proposed executive order to be issued by the governor's office tomorrow includes a \$40M reduction in revenue sharing. I am not exactly certain how your community will be affected, but rest assured you all will experience a reduction. One lobbyist reported to me that it is about an 8% reduction in the annual appropriation and that cities would expect to receive 20% less that they would have received for the balance if this fiscal year. Each of you will have to calculate the impact on your city.

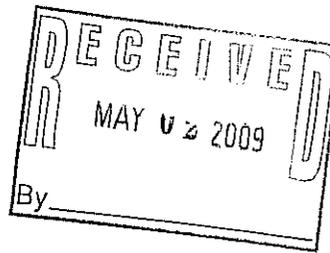
I have been asked to represent the MLGMA tomorrow at a morning news conference asking the appropriations committee to reject the governor's proposal. If you have any anecdotes I could share to emphasize our position, I gladly consider them.

Theodore J. Staton
City Manager
City of East Lansing
(517) 319-6920

East Lansing e-news is just a click away. Sign up to receive East Lansing's Dialog e-newsletter and other e-publications. Just visit <http://www.cityofeastlansing.com/news> today!



April 30, 2009



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

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify additions and changes to the channel lineup effective June 2, 2009. Customers will be notified in advance of these additions and changes by newspaper notice.

The following channel will be added to Digital Starter: Hallmark Movie Channel, channel 177.

The following channels will be added to Digital Economy: Hallmark, channel 137 and Jewelry Television, channels 8 and 157.

The following channels will move from Digital Classic to Digital Starter: Jewelry Television, channels 8 and 157, and Lifetime Movie Network, channel 119.

Also, beginning May 27, 2009, WJRT Live Well will move from Limited Basic channel 246* to channel 292*.

Additionally, a free preview limited to HBO and Cinemax channels will begin June 12 and end June 15, 2009. Digital cable box or cable card required. Preview may contain G, PG, PG-13, R and TV-MA programming, to block viewing please call 1-888-COMCAST.

*A digital receiver, a digital TV (that can see unencrypted QAM Digital signals) or a CableCARD-equipped device is required to view this channel.

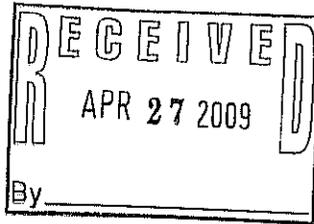
Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at ~~585-888-XXXX~~ with any questions you may have.

Sincerely,

Gerald W. Smith
Government Affairs Manager
Comcast, Michigan Region
36250 Van Dyke Ave.
Sterling Heights, MI 48312



April 24, 2009



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

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to the channel lineup, effective May 27, 2009. Please see the enclosed customer notification for details on these changes. Customers will be notified of these changes by newspaper notice.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at ~~586-833-7873~~ with any questions you may have.

Sincerely,

Gerald W. Smith
Government Affairs Manager
Comcast, Michigan Region
36250 Van Dyke Ave.
Sterling Heights, MI 48312

Enclosure

Notice of Channel Changes

In order to provide additional channels and services that our customers have been requesting, we need to adjust our current channel line-up. Beginning May 27, 2009, the following channels will be relocated on our channel line-up in the following communities:

Burton, Clio, Flint City, Flint Twp., Flushing, Flushing Twp., Gaines, Genesee, Grand Blanc, Grand Blanc City, Holly, Holly Twp., Mount Morris, Mount Morris Twp., Mundy, Richfield, Rose Twp., Swartz Creek, Vienna

There will be no change to the channel's current service level.

<u>Channel Name</u>	<u>Current Channel</u>	<u>New Channel</u>
Encore Mystery	154	153
Encore Love Stories	156	154
Encore Drama	158	155
Encore Westerns	160	156
Oxygen	185	123
MGTV/COMADS	187	389
Jewelry TV	188	157
Gospel Music Channel	189	158
Leased Access	190	90
WFUM Create	242	287
ION	244	294
WJRT Live HD* (FKA WJRT News and Public Affairs)	246	238
WJRT Weather	247	293
WDCP World	248	289
WDCP Create	249	290
Big Ten Network	255	715
Fox College Sports Atlantic	262	722
Fox College Sports Central	263	723
Fox College Sports Pacific	264	724
ESPN Classic	265	725
Fox Soccer Channel	267	727
Gol TV (SAP in English)	268	728
Outdoor Channel	270	730
NBA TV	273	733
CBS College Sports	274	734
NFL Network	275	736
NHL Network	276	737
Tennis Channel	277	738
The Sportsman Channel	278	739
MLB Network	279	740
Shop NBC	280	385
Home Preview Network	281	386
Exercise TV On Demand	282	745
Local On Demand	286	388
Daystar	288	396
TBN	290	392
EWTN	291	393
The Word Network	294	395
CATH TV (CTND)	296	398
Inspirational Network	298	391

The following direct tune channels will no longer be available: HD On Demand, Free HD On Demand, HD Premium On Demand and HD Music On Demand. This programming will still be accessible through On Demand.

Not all channels available in all areas.

*To receive HD channels, an HD television (not provided) and HDTV equipment are required.

Call 1-888-COMCAST for more details.



WJL



David L. Richards, City Attorney
City Attorney's Office
One City Square, Suite 400
Warren, Michigan 48093-5285
(586) 574-4671
(586) 574-4530 (fax)

FAX

To: Mike Gelin	From: Mary Nichols
Fax: 810-235-9010	Date: 4/30/09
Phone:	Pages: 4
Re:	

Mike -

Thank you for looking into this. If channel 19 is a PEG channel, then Comcast should not have moved it. Likewise, if it a part of Swartz Creek's basic tier, then it should not have been relocated to digital.

Appreciate any information! -
(586) 574-4585.

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named below. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the address above via United States Postal Service. Thank you.

Case 2:08-cv-10156-VAR-DAS Document 72 Filed 04/21/2009 Page 1 of 1



**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
THEODORE LEVIN UNITED STATES COURTHOUSE
231 WEST LAFAYETTE BLVD. - ROOM 123
DETROIT, MICHIGAN 48226**

**CHAMBERS OF
VICTORIA A. ROBERTS**
UNITED STATES DISTRICT JUDGE

(313) 234-5230
FAX (313)
234-5493

April 21, 2009

David L. Richards
3250 W. Big Beaver Road
Suite 342
Troy, MI 48084

Robert G. Scott Jr.
Elizabeth A. Drogula
1919 Pennsylvania Avenue, N.W.
Suite 200
Washington DC 20006

Michael S. Ashton
Anita G. Fox
124 West Allegan, Suite 1000
Lansing, MI 48933

RE: 08-10156 City of Dearborn et al v Comcast of Michigan III Inc. et al
08-10230 City fo Warren et al v Comcast of Warren et al

Counsel:

My case manager received a phone call from Kathy Rainwater, a customer of Comcast residing in Schwartz Creek, MI. Ms. Rainwater stated that on or about 4/15/09 PBS Channel 19 was taken out of her basic service package and moved to the digital tier. She states that she is a senior citizen living on a fixed income and cannot afford to upgrade her service. She questions whether or not this channel is in the "pick channel group" and if moving it violates the orders entered in these cases.

Please look into this matter and let me know the results.

Sincerely,

S/Victoria A. Roberts
United States District Judge

cc: Cheryl A. Verran, William P. Hampton

124 West Allegan Street, Suite 1000
Lansing, Michigan 48933
T (517) 482-5600 F (517) 482-0897
www.fraserlawfirm.com

Peter L. Dunlap
Douglas J. Auletta
Michael E. Covarrugh
David E.S. Marwin
Stephen L. Buringame
Darral A. Lindman
Iris K. Linder
Gary C. Rogers
Mark A. Buzin
Michael H. Parry
Brandon W. Zuk
Michael C. Levine
Thomas J. Waters
Mark R. Fox

Michael S. Ashton
H. Kirby Albright
Graham K. Crabtree
Michael P. Dannelly
Edward J. Castellani
Peter D. Hoult
Jonathan E. Raven
Theodoss E. Morgan
Anita G. Fox
Elizabeth H. Latchens
Ryan M. Wilson
Kenneth S. Wilson
Brian P. Morley
Mary M. Moyné

Toni L. Harris
Geoffrey D. Harrison
Ryan K. Kaufman
Jennifer Litter Heston
Nicola L. Probst
J.J. Burchman
Matthew A. Carmona
Vincent M. Paccora
S. Alan Wallace
Laurie A. Brown
Samantha A. Karpacz
Brian T. Gallagher
Sean L. Wilkins
Loukas P. Kalliontzis

OF COUNSEL
John J. Looper
Robert B. Nelson

RETIRED
Donald A. Hines

Archib C. Fraser
(1952-1998)
Everett R. Trebilcock
(1918-2002)
James R. Davis
(1918-2005)
Ronald R. Pentecost
(1932-2006)

MAshton@fraserlawfirm.com
(517) 377-0876

April 24, 2009

Hon. Victoria A. Roberts
United States District Judge
United States District Court, Eastern District of Michigan
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 123
Detroit, MI 48226

Re: Case No. 08-10156 City of Dearborn et al v Comcast of Michigan Inc. et al
Case No. 08-10230 City of Warren et al v Comcast of Warren et al

Dear Judge Roberts:

On behalf of Defendant Comcast of Michigan III, Inc. *et al* ("Comcast"), this letter responds to your inquiry dated April 21, 2009 regarding a call from a Ms. Kathy Rainwater, a customer of Comcast residing in Swartz Creek, Michigan. You report that "Ms. Rainwater stated that on or about 4/15/09 PBS Channel 19 was taken out of her basic service package and moved to the digital tier." She questioned "whether or not this channel is in the 'pick channel group' and if moving it violates the orders entered in these cases."

The court's preliminary injunction, entered January 15, 2008, enjoins Comcast only from digitizing and changing the channel location of public, educational, and governmental access ("PEG") channels. The public broadcast station referenced by Ms. Rainwater is WDCP, a broadcast television station that is owned and operated by Delta College.¹ WDCP is not a PEG channel.

Pursuant to the terms of an agreement entered into between Delta College (which owns the station) and Comcast (which owns the cable system), on April 15, 2009, the analog broadcast channel of WDCP on Channel 19 of Comcast's system serving the Flint area (including Swartz

¹ WDCP retransmits the programming of public broadcast station WDCQ-TV (marketed as "Q-TV").

Hon. Victoria A. Roberts
April 24, 2009
Page 2

Creek) was replaced with WDCP's new digital channel, WDCP-DTSD. As part of the same private agreement, Comcast added three new channels programmed by Delta College (WDCP-HD Kids, WDCP-MHz, Worldview, and WDCP-QVT Enrichment).

WDCP has not been removed from Comcast's basic service tier. All four of the WDCP channels are provided by Comcast as part of its lowest-cost basic service tier. Customers, however, need to have a digital television set or compatible digital equipment (such as a digital cable converter, TiVo, or other digital equipment) to view the channels, as Delta College has explained on its web site (<http://www3.delta.edu/broadcasting/digital01.html>, last viewed April 23, 2009). The migration process of WDCP to the digital format is consistent with Comcast's migration of other basic service tier channels (other than PEG channels) to the digital format. Likewise, the addition of the three new WDCP digital channels is consistent with many programmers' interest in increasing their digital offerings.

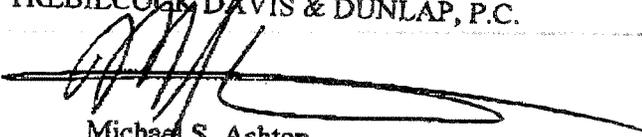
Based on these facts, Comcast respectfully submits that the substitution of WDCP's digital signal for its analog programming on Comcast's basic service tier did not violate any order entered in this case. The court's preliminary injunction, entered January 15, 2008, enjoins Comcast only from digitizing and changing the channel location of public, educational, and governmental access channels. WDCP is not such a channel.

Your letter reports Ms. Rainwater's question of whether WDCP is in the "pick channel group." We do not know what this means, and therefore cannot respond to that part of the inquiry. Comcast notes, however, that its agreement with WDCP for these modifications is entirely consistent with federal law.

Finally, it bears mentioning that, in preparation for this change, Comcast notified all of its customers (and local governments) of these modifications as required by law. Recognizing that Ms. Rainwater has some concerns, Comcast has referred her inquiry to its executive customer care group for further investigation. Comcast's customer care group has or will communicate with Ms. Rainwater to attempt further resolution of her concerns.

Very truly yours,

FRASER TREBILCOCK DAVIS & DUNLAP, P.C.


Michael S. Ashton

MSA/dkl

cc: Counsel of Record