

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday October 26, 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. **PRESENTATION:**
 - 4A. John Gilmore, Board of Review Service PRESENTATION
5. **MOTION TO APPROVE MINUTES:**
 - 5A. Regular Council Meeting of October 12, 2009 MOTION Pg. 8,36-41
6. **APPROVE AGENDA**
 - 6A. Proposed / Amended Agenda MOTION Pg. 8
7. **REPORTS & COMMUNICATIONS:**
 - 7A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8,2-7
 - 7B. Monthly Fire Report Pg. 42-60
 - 7C. Cedar Creek Refuse Agreement Exhibit A (Agenda Item) Pg. 61-62
 - 7D. Police Labor Agreement Addendum (Agenda Item) Pg. 63-65
 - 7E. Sheriff OHSP Traffic Endorsement (Agenda Item) Pg. 66-68
 - 7F. Morrish North Project, Road Commission Review Letter (Agenda Item) Pg. 69-71
 - 7G. Raubinger Bridge Project Invoice Pg. 72
 - 7H. County MPO Notice, CDBG Program Changes Pg. 73
 - 7I. Reverse 911 Registration Form Pg. 74
 - 7J. Comcast Correspondence Pg. 75-83
 - 7K. Legislative Updates Pg. 84-90
8. **MEETING OPENED TO THE PUBLIC:**
 - 8A. General Public Comments
9. **COUNCIL BUSINESS:**
 - 9A. Adopt Garbage Collection Policy RESO. Pg. 9
 - 9B. Cedar Creek Garbage Collection Request RESO. Pg. 10-12
 - 9C. Assessor Contract Renewal RESO. Pg. 12-26
 - 9D. Swartz Creek – Clayton Fire Agreement RESO. Pg. 26-32
 - 9E. Police Contract Amendment, Voluntary Layoff RESO. Pg. 33-34
 - 9F. Sheriff Request, OHSP Grant Endorsement RESO. Pg. 35, 6
 - 9G. Morrish North Project Update DISC. Pg. 69-71
10. **MEETING OPENED TO THE PUBLIC:**
 - 10A. General Public Comments
11. **REMARKS BY COUNCILMEMBER'S:**
12. **ADJOURNMENT:**

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

Regular Council Meeting of Monday October 26, 2009 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 23-October-2009

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

Schedule:

June 22 nd :	Adopt Budget (Draft #1), Truth in Taxation Hearing (<i>If Needed</i>), Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 30 th :	Fiscal Year End
July 27 th :	Discussion, Proposed Amended Budget
September 14 th :	Approve Amended Budget (Audit Field Work is Underway)
November 9 th :	Audit Report, Review First Quarter Standings
Mid-December:	Review Half-Year Standings

We have a draft audit report in our possession and a management exit meeting scheduled for this week. We should be ready for Council presentation at the November 9th meeting.

✓ **MTT APPEALS, GM BANKRUPTCY** (*Status*)

No change. I have sent a letter of inquiry to GM's Government Affairs Supervisor and as of writing, have received no response. As you recall, in addition to the bankruptcy in U.S. District Court in New York, GM has filed two petitions with the Michigan Tax Tribunal requesting 80% reductions in taxable values, from \$48.11 million to \$9.62 million and \$1.15 million to \$231,000. As of writing, I have been unsuccessful in arranging a meeting with the GM Tax Staff. GM appeals exposure at 80% shows the loss to both real and personal property in General Fund revenues to be \$209,037. Loss to the Garbage Fund is \$68,970. The maximum exposure on loss General Fund revenues, inclusive of all appeals is \$244,371. Total potential loss to the Garbage Fund is \$80,930.

✓ **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. In addition, we are reviewing all other fees and rates, inclusive of our recently adopted trade inspections. I should have a draft water & sewer ordinance and updated fee schedule shortly.

- ✓ **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*)
Originally, the Veterans Committee elected to return the memorial back to the City. The problem is they also desired to continue to collect and make decisions on spending funds. To do both would present significant problems. The pivot reason seems to be insurance for the structures within the memorial. Our insurance carrier will insure the fixtures in the park. I'm still checking on liability matters. I should have an agreement within a meeting or two.
- ✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** (*Status*)
Completed, complete with dedication plaque. Included with tonights packet is an invoice that reflects 90% of the construction and engineering costs (the County has held back a 10% contingency).
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
 - ❑ **2010-2013 T.I.P. APPLICATION** (*Status*)
Pending.
 - ❑ **TRAIL SYSTEM** (*Status*)
We have no plans or funding sources for continuation of the trail system at this time.
 - ❑ **MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S** (*Discussion*)
The County TAC-MPO has transferred the Federal Aid grant (\$368,000) over to 2010. The project is scheduled to be let for bid in January. We are working with the County Road Commission to resolve the disagreements in design. As a method of resolving these differences, we asked Mr. LaMourie to re-evaluate the intersection after taking some new counts. Mr. LaMourie wrote an opinion, followed by several meetings with the Road Commission. We have offered to meet Mr. LaMourie's recommendations for the intersection. In addition, we offered to relocate the Road Commission's drive to Bristol Road when the west side of Morrish develops out (future phase). Included with tonight's packet is a review letter from the Road Commission addressing our design for the Bristol – Morrish Intersection. I have set this for a brief discussion to bring the Council up to date.
 - ❑ **MORRISH ROAD SOUTH CONSTRUCTION PROJECT** (*Status*)
The contract has been awarded to Lois Kay Contracting of Saginaw in the amount of \$226,275. As of writing, I still do not have a final estimate for the adjusted Construction Observation and testing Engineering. The state has capped all the ARRA projects at the approved amount (\$300,000 here), or the low bid plus 15% for CE, whichever is lower. All additional funds will be returned back to the state for their use. REI has a construction engineering estimate of \$49,824. 15% of the low bid of \$226,275 leaves just under \$16,000 of the construction engineering costs that are unfunded by the grant. We may have to pay this, or a portion thereof. As you recall, Design Engineering was not included. This cost was just under \$20,000. We could

very well end up paying a total of \$36,000 towards this 100% funded project, compliments of the state. Weather is the delay now. As soon as Ms. Nature cooperates, paving will occur.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

☐ **2008 REPAIR ROSTER** (*Status*)

The original plans were to repair a block or two, or preserve a handful of streets from deteriorating to complete re-constructs. Given our fiscal issues, I recommend we go no further until we have an all encompassing plan. The local street monies may have a place in an overall plan.

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

Phase II was approved on October 13th with a \$220,000 cap placed on the work, which included the TV and rehabilitation of Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood Drive. The total cost for these sections came to about \$240,000. We have gone back to the drawing board to downscale this phase. We should be back at the next meeting for a project scope adjustment to get it back in line with what we have budgeted.

✓ **FIRE DEPARTMENT EVALUATION, CONTRACT RENEWAL, BUDGET** (*Resolution*)

The Fire Contract has been approved by Clayton Township. Included with tonight's agenda is a resolution for approval. This is normally a two year contract. To get it back in line, this one will run only through March 31, 2011. After that, so today's theory goes, they will be two year agreements.

✓ **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*)

As you recall, the Sr. Center is asking the City to either pay or waive some or the entire incidental costs of the project. Some or all of these fees and costs have not been calculated into the project. Aside from the construction engineering fees we approved at the last meeting, I do not have a handle on all the incidental costs. Until we know what these are, I recommend we take no action yet. As of date, we have paid \$5,680 to REI for CE on the project and \$980 to our insurance carrier for a builder's risk rider on our insurance.

✓ **LABOR CONTRACTS & RETIREE HEALTHCARE** (*Status*)

POLC and AFSCME contracts have been settled. We have opened up discussions on the police contract regarding the use of part-time officers in light of the budgeted lay-offs. The language in the contract is a bit ambiguous but for now this matter is on hold based on one police officer who is off on sick leave. For both contracts, wages will

freeze for the first year with wage openers for years two and three. All other matters remain the same.

The Supervisor's Unit and my contract are still out. The deal on the table is the same for all units.

- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
We may have an open door. The taxes on this property have been delinquent since 2006. The property is scheduled to go to seizure in March 2010. If it does, we may be able to purchase it for back taxes (about \$25k). We would be bidding against the bank, if they show. If they do, we may be able to reach some sort of agreement with them to have the building razed. We'll continue to watch it.
- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** (*Status*)
Pending.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
As the Council is aware, there has been a significant change in the status of the business we awarded the bid to. Adam recommends we let this sit until late fall. If at that time the entity is still unable to consummate the deal, then we'll have to explore another option.
- ✓ **WWS, STORM WATER ORDINANCE** (*Status*)
We are looking at this and will be back in the future with a recommendation.
- ✓ **2009 MASTER PLAN REVIEW** (*Status*)
Pending.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)
This agreement needs to be reviewed along with the agreement we have with Woodside Builders on the rental of the house. As you recall, we agreed to a credit – debit arrangement between money owed to the City by Woodside's for a storm sewer installed with the Bristol Road Project, in exchange for no General Fund payments for rental of the house. This move would allow us to keep Swartz Ambulance in the house for another year and a half without the General Fund expense. Woodside's has agreed to this arrangement and we have stopped the lease payments. We do need to catch up the paperwork though. I'll work on an agreement and look to have it back shortly.
- ✓ **MDOT PARK & RIDE** (*Status*)
We have two designs, one is for High Pressure Sodium Lights (\$10,500); the other is LED Lights (\$20,240). In review, if we can get the entire amount funded by MDOT, staff recommends the LED. Although the technology is "cutting edge new", operational and maintenance costs for this type of lighting are significantly cheaper (as you recall, we are paying the electricity and maintenance on these lights). These designs include buried electrical lines and four foot concrete bases. The only cost we do not know here is what Consumer's Energy will charge for an electrical service drop. It could be expensive. We have the design into MDOT for review and a request into Consumer's for cost opinions.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)
Nothing new. We are trying to obtain rate models and debt retirement projections for review.

- ✓ **REWARDS FOR RECYCLING PROGRAM** (*Status*)
We are taking a closer look at this program. We'll be back in the near future for some more conversation.
- ✓ **GO GREEN GRANT OPPORTUNITY** (*Status*)
Pending a report back to the Council
- ✓ **CONSUMERS ENERGY TREE GRANT** (*Status*)
This project is progressing.
- ✓ **CEDAR CREEK GARBAGE COLLECTION REQUEST** (*Resolution*)
As you recall from the last meeting, Mr. Danny Nemer is requesting that the City collect garbage, refuse and recyclables within the Cedar Creek Condominiums. As a bit of history, the complex is in the final phase of completion. They were approved and constructed under the Condominium Association Act. There are five housing units that are advertised to be either sold or rented. To date, none have been sold and three or four have been rented. They pay full taxes in a like fashion of Springbrook West Condominiums. The roads, water, sewer and common areas are private and will remain so. Action on this matter was postponed to allow the staff to create a policy and bring forth a contract. Both are included with tonight's agenda

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **ASSESSOR CONTRACT RENEWAL** (*Resolution*)
Our assessors' contract is up for its annual renewal. Landmark Appraisal is fine with the same terms as the existing contract. Heather MacDermaid has done a wonderful job for the City. Included with tonight's agenda is a resolution for approval.
- ✓ **SHERIFF DEPARTMENT TRAFFIC GRANT ENDORSEMENT** (*Resolution*)
Included with tonight's agenda is a request from the Sheriff to pass a resolution of cooperation required for an Office of Highway Safety Planning grant that funds his traffic patrol. We have done this in the past when requested as part of the grant stipulations. Staff recommends approval.
- ✓ **EMPLOYEE NOTES** (*Status*)
A couple of employee notes for Council information. Jim Tyler will be retiring, effective October 30th, after 35 years of service with the City. He does not want a send off open house. If you bump into him in the next few days, wish him well. Dave Wright just crossed his 40th year of service with the City... and still going strong. Included with tonight's agenda, as you know, Beth Jaworski will be separating on a volunteer layoff. She has been an excellent addition to the Police Department and will be missed.

On the vacancy created in the DPW by Mr. Tyler leaving, I am evaluating this as to our options, balanced with future finances. This may take a bit as I want to watch a couple of things. In order for us to get through the winter, it may be wise to bring Mr. Tyler back part-time (part-time wages) until we evaluate our options and decide. We'll talk more in the future.

Council Questions, Inquiries, Requests and Comments

- *MDOT Park & Ride Clean-Up.* Between the City and MDOT, the area has been cleaned up and actually looks good. If we are successful in the light installation, this will be well on its way to looking like a mini-park.
- *Gaines Twp. Water & Sewer Billing.* Bills went out last week.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday October 26, 2009 7:00 P.M.

Resolution No. 091026-5A MINUTES, OCTOBER 12, 2009

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held October 12, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091026-6A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 26, 2009 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091026-7A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of October 26, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is a Michigan HRC Municipal Corporation authorized by statute to provide a variety of public services, including the collection of refuse and recyclables; and

WHEREAS, the City levies 1.75 mills on all real and personal property in the City and contracts for the weekly collection of refuse and recyclables, such levy being sufficient in the return of revenues to collect refuse and recyclables from residential properties only; and

WHEREAS, the City desires to establish a policy for the collection of refuse and recyclables.

NOW, THEREFORE, I Move the City of Swartz Creek establish policy, as follows, for the contracting, collection and management of refuse and recyclables:

1. The City, in accordance with its purchasing ordinance, shall set specifications and bid for the service of refuse and recyclable collections in the City;
2. All such collection of refuse and recyclables shall be limited to single family or two family dwellings;
3. A residential dwelling is identified as an individual unit in a recorded condominium association, plat or other similar defined parcel or group of parcels, provided that the unit dedicates garage or other concealed storage space for the storage of waste bins to said unit;
4. All eligible properties must have direct curb-side access to a public street, or a private street that is recognizable as such by the City. Associations, or other eligible dwellings located on private streets, shall enter into an agreement with the City that provides for insurance, indemnity and access to the City and its contractors, in order to be eligible for pickup by the City's carrier.
5. Commercial, industrial, institutional, office, apartment properties of more than two units, and manufactured home communities, shall not be eligible for waste collection services.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the collection of garbage, refuse and recyclables, within the terms as set forth in the City’s Waste Collection Contract and the City’s Refuse and Recyclable Collection Policy, in the Cedar Creek Town Homes Complex, a Condominium Association, located at 9279 Miller Road, and further, direct the Mayor and City Clerk to execute an agreement with Cedar Creek Town Homes owner Danny Nemer, a copy of the agreement as follows:

REFUSE – WASTE – GARBAGE & RECYCLABLE COLLECTION AGREEMENT

Between

CITY OF SWARTZ CREEK

And

CEDAR CREEK TOWN HOMES CONDOMINIUMS LLC

This Agreement made this 26TH day of October, 2009, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (the "City") and Cedar Creek Town Homes Condominiums LLC, a Michigan Limited Liability Company, owner Mr. Danny Nemer, with principal offices at 9279 Miller Road, Swartz Creek Michigan 48473 (the "Developer" or the "Association").

WITNESSETH:

WHEREAS, *the Developer is the owner – operator for Cedar Creek Town Homes Condominiums, with principal offices at 9279 Miller Road, Swartz Creek Michigan 48473, more particularly described in Exhibit A, attached hereto; and*

WHEREAS, *the Developer has requested that the City provide garbage collection services for the residents of Cedar Creek Town Homes Condominiums; and*

WHEREAS, *the City has the authority but is not required by law to provide garbage collection service to the residents of Cedar Creek Town Homes Condominiums; and*

WHEREAS, *the City has established a policy for the collection of garbage and determined in an open session of a regular City Council Meeting that Cedar Creek Town Homes Condominiums meets the criteria of the City’s policy for the collection of garbage, waste, refuse and recyclables; and*

WHEREAS, *the City is willing to provide such service in response to the Developer’s request only if the Developer agrees to release and indemnify the City and hold it harmless from any liability arising out of the City’s delivery of such service.*

NOW, THEREFORE, *in consideration of the mutual undertakings of the parties hereto, as set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of them, the parties hereto agree as follows:*

1. PROVISION OF GARBAGE COLLECTION SERVICE

The City hereby agrees to provide the residents of Cedar Creek Town Homes Condominiums with curbside garbage collection service consistent with the City’s policy for such services and the providing of the same service to residents of the City outside of private developments and along public streets. Such service will be provided to the residents of Cedar Creek Town Homes Condominiums on the same terms and conditions and subject to all of the same requirements as are established from time to time by the City and the City’s garbage collection contractor for the collection of garbage and rubbish. Such garbage and rubbish collection service shall

include curbside pick-up of recyclable materials and compostable materials if and to the extent such programs are implemented by the City for residents of the City outside of private developments and along public streets.

2. DEVELOPER'S COMMITMENTS

The Developer agrees on behalf of the residents of Cedar Creek Town Homes Condominiums that the residents will comply with all requirements for the provision of garbage collection service such as are promulgated by the City or the City's garbage collection contractor, including any and all requirements regarding curbside pick-up of recyclable materials and compostable materials, and will pay the same charges, if any, for such services as may be charged residents of the City outside of private developments and along public streets.

3. RELEASE, INDEMNIFICATION AND INSURANCE

The Developer agrees to release and indemnify the City, its contractors, agents and assigns, and hold it and them free and harmless from any and all liability, claims, loss, damage, including any damages to the Developer's roads, water and sewer lines caused by the provision of garbage collection services, or damages of any kind arising by reason of any death, injury or property damage sustained by any person, including, but not limited to, the Developer or any agent or employee of the Developer, or any resident of the Cedar Creek Town Homes Condominiums Development.

To that end, the Developer shall maintain in effect a general liability insurance policy or policies insuring against damages to persons or property in such reasonable amounts as shall be acceptable to the City and the City shall be named as an additional insured on said policy. Such policy shall also contain a provision requiring the insurer to give the City ten (10) days notice of termination of said policy for any reason. A current copy of the said policy shall be on file with the City Clerk at the main offices of the City of Swartz Creek.

4. WHOLE AGREEMENT

This Contract constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreements between the parties relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this contract leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this contract.

5. AMENDMENTS

This Contract may be amended or modified only by a document in writing executed by both the City and the Developer.

6. EFFECTIVE DATE

This Contract shall become effective the 27th day of October, 2009.

7. TERM OF THIS AGREEMENT

This Contract shall be automatically renewed from year to year. Should either of the parties hereto wish to terminate this Agreement, written notice of such intent by registered mail shall be given to the other party at least thirty (30) days prior to the expiration of the Contract.

CITY OF SWARTZ CREEK

By: _____
RICHARD B. ABRAMS, Mayor

By: _____
JUANITA AGUILAR, City Clerk

CEDAR CREEK TOWN HOMES CONDOMINIUMS

By: _____
DANNY NEMER, Owner / Operator

Approved as to Form:

Richard Figura
City Attorney

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091026-9C ASSESSOR’S CONTRACT RENEWAL

Motion by Councilmember: _____

I Move the City of Swartz Creek approve an agreement with Landmark Appraisals, of Flint, Michigan, agreement as follows:

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

This Agreement (“Agreement”), made and entered into this 26th day of October, 2009 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Landmark Appraisal Company**, G-3247 Beecher Road, Suite 800, Flint Michigan 48532 (“Landmark”).

WHEREAS, the City desires to retain Landmark, as an independent contractor, to perform the duties as its certified assessor; and

WHEREAS, Landmark has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

SECTION I: BASIC SERVICES OF LANDMARK

Landmark shall perform the following service for and on behalf of the City.

1.1 General Duties:

Landmark shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of

such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Landmark, Landmark and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of Landmark and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Landmark, Landmark and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours:

During the term hereof, Landmark shall maintain office hours at City Hall at the above address, as follows:

- A. Landmark shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Landmark

is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.

- B. If the specified office days of Landmark fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Landmark.

1.3 Public Relations/Customer Service:

Landmark shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Landmark, or wish to speak to Landmark, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Landmark agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Landmark.

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, Landmark shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Landmark's use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Landmark shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties.

1.5 Economic Condition Factors (ECF):

During the term hereof, Landmark shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes

by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

Landmark shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Landmark, in cooperation with the City Treasurer, City Clerk and Finance Officer shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

1.8 Reports:

The City may require Landmark to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Landmark, under this Agreement. The City shall have the right at any time to require Landmark to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Landmark under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Landmark shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

Landmark shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

Landmark shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
 - 1. Current picture
 - 2. Sales price versus assessment at time of sale
 - 3. Building permits issued before or after the sale.

Landmark shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

1.10 Sales and Appraisal Studies:

Landmark shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

1.11 Forms:

Landmark shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Landmark shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Landmark shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Landmark deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Landmark shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Landmark or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Landmark shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Landmark shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Landmark for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Landmark shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Landmark shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

Landmark shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are "uncapped." Maintenance renovations to structures are to be tracked so that said costs can be claimed as "new construction" when property is sold rather than treated as an increase in value that is subject to "uncapping" and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Landmark shall work to meet guidelines and standards of the Tax Commission.

1.14 Personal Property Statements, Canvas and Audits:

Landmark shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Landmark shall conduct a personal property canvass to ensure equity among business owners within the City. Landmark is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

Landmark shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

1.16 Land Division Applications:

Landmark shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

1.17 Assessor Certification:

Landmark shall be, and maintain a minimum certification as a Level III Assessor in the State of Michigan.

1.18 Transportation and Equipment:

Landmark shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Landmark in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Landmark and not employees of the City. Landmark shall be responsible for Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Landmark shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Landmark relating to his/her employment by, or as Landmark.

1.20 Preparation of DDA and Reporting:

Landmark shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and IFT rolls relating to the designation of properties within the Downtown Development Authority (DDA).

1.21 Assessor's Recommendations:

Landmark shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Landmark, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Landmark outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Landmark. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Landmark, but separately or providing same to the City for possession.

1.23 Optional Services:

Landmark is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Landmark to perform such services at a rate of compensation agreed to by separate agreement. Landmark shall, however, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Landmark shall commence performance of the services herein required on November 1, 2009. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2010.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Landmark shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Landmark in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Landmark to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Landmark herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Landmark for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or

modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being October 31, 2010.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Landmark, for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$26,800 yearly (twenty-six thousand, eight hundred dollars). Landmark shall invoice the City an amount equal to \$2,233.33 on a monthly basis, net due 20 days.

3.2 Pro-ration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Landmark to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Landmark and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

4.2 Office Equipment:

The City shall provide Landmark with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Landmark will not have exclusive use of such equipment.

Landmark shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Landmark shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Landmark shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Landmark without prior consent of the City.

Landmark agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of Landmark as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement. Landmark shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The City shall provide Landmark with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Existing ECF Areas:

The City will provide Landmark with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

4.7 Preparation of DDA and Reporting:

The Finance Director shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

4.8 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by Landmark as herein contemplated, the City may request and Landmark shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Landmark's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein Landmark and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

Landmark shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Landmark, or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Landmark shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Landmark. Landmark shall, however, have no liability arising out of adjustments to assessments or other actions by Landmark, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Landmark established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Landmark shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Landmark is based in part on the perceived expertise and ability of Landmark, it is agreed that Landmark's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Landmark from employing such employees or agents, as Landmark shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Landmark to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Landmark shall provide the City, at Landmark's expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Landmark for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

Landmark shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Landmark shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Landmark shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Landmark, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Landmark, are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Landmark without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Landmark shall act and preserve the confidentiality of all City documents and data accessed for use in Landmark's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.7 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.8 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Landmark Appraisal Company and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SWARTZ CREEK, MICHIGAN:

LANDMARK APPRAISAL CO:

By: _____
Richard Abrams, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Juanita Aguilar, City Clerk

Approved As To Form:

Richard J. Figura
City Attorney

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

State law references: Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.

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

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act

tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the

several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

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

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.

(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

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

Section 9.24. Disposition of real property held by city.

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091026-9D

APPROVE AGREEMENT, SWARTZ CREEK – CLAYTON TOWNSHIP FIRE PROTECTION

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the 2009-2011 Fire Agreement between the City of Swartz Creek and the Township of Clayton, agreement as follows, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City:

**SWARTZ CREEK - CLAYTON TOWNSHIP
AMENDED AND RESTATED
FIRE DEPARTMENT AGREEMENT**

THIS AGREEMENT is made this 26th day of October, 2009, by and between the City of Swartz Creek, a Michigan municipal corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City")

and the Charter Township of Clayton, a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 ("Township").

WHEREAS, the City and the Township have for many years jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written agreement; and

WHEREAS, the current agreement between the City and the Township expired on March 31, 2008, but both the City and the Township have continued to provide fire protection services under the terms of that agreement while this new agreement was being developed; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] ("UCA") authorizes two municipalities to enter into an interlocal agreement by which they agree to exercise jointly "any power, privilege, or authority that the agencies share in common and that each might exercise separately;" and.

WHEREAS, section 7 of the UCA [MCL 124.507] provides that such an interlocal agreement "may provide for a separate legal or administrative entity to administer or execute the agreement which may be a commission, board, or council constituted pursuant to the agreement," and that such administrative entity "shall be a public body, corporate or politic for the purposes of this act;" and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a fire department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a fire department to serve the City and the Township and to do so under the terms and conditions of this agreement;

NOW, THEREFORE, the parties hereto acting pursuant to the authority of resolutions duly adopted by their respective legislative bodies, **HEREBY AGREE AS FOLLOWS**:

1. Establishment of Authority.

Pursuant to the authority of section 7 of the UCA [MCL 124.507] there is hereby established an administrative entity to administer and execute this interlocal agreement, such entity to be known as the "Swartz Creek Area Fire Authority" ("Authority"). The Authority is the successor to and the continuation of that entity heretofore known as the Swartz Creek Area Fire Board.

2. Name.

The Authority shall provide its fire protection services and shall conduct its business under the name, "Swartz Creek Area Fire Department," and shall file a d/b/a certificate to that effect with the Genesee County Clerk.

3. Governance of Authority.

A. The Authority shall be governed by a board consisting of seven (7) members ("Board") who shall be appointed as follows:

- 1) Three (3) members shall be appointed by the City, one of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City office.
- 2) Three (3) members shall be appointed by the Township, one of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township office.
- 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the first such appointment. Such member shall be appointed as and be

designated as the "at-large" member. The at-large member shall be appointed for a term of one year commencing on April 1 of each year and at the completion of said term the appropriate appointing authority shall designate its appointee as the at-large member.

- 4) Except as provided in subparagraph (5), below, no active Swartz Creek Area Fire Authority firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
 - 5) The Fire Chief shall be an ex-officio member of the Board, but shall have no right to vote on matters coming before the Board.
 - 6) Each of the appointees, including the at-large member, shall hold office until their replacement is appointed as provided herein.
 - 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.
- B. The Authority shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this agreement, such power as may be required for the faithful performance of its duties.
- C. The Authority shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the township board and the city council and who shall serve at the pleasure of the Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The termination of the Fire Chief by the Board may be overruled by a majority vote of both the township board and the city council, but such votes must occur within thirty (30) days of the termination. The Fire Chief shall be responsible for hiring, managing and firing all personnel of the Authority, none of whom shall be full time employees. The Fire Chief's authority to hire employees is limited to a fixed number of employees as determined at the time that the budget is adopted. No member of the Township Board or the City Council shall be eligible for appointment to, or to serve in, a position as either a full or part time firefighter, whether paid, on call or volunteer.
- D. The Authority shall provide the fire protection services provided for herein through the use of paid on-call firefighters; provided, however, that the Authority shall not have the authority to hire or otherwise retain full-time or part-time personnel without there being funds in the budget for such hiring or retention. Nothing contained herein shall prohibit the Board from contracting with a volunteer or on-call organization for services on an as needed basis.

4. Bylaws.

The Authority and the Board shall operate under bylaws adopted by the City and the Township. Said bylaws shall provide for the organization of the Board, Board officers, committees, meetings, meeting quorum, voting, and all other organizational and operational matters normally contained in bylaws. Once adopted by the City and the Township, said bylaws may only be amended by agreement of the City and the Township.

5. Fire Halls.

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the Authority for its use during the effective period of this Agreement.
- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the Authority for its use during the effective period of this Agreement:
- C. Such use shall be subject to the following:
 - 1) The City and Township shall each retain ownership of or lease rights to the fire halls so designated and the Authority shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township, unless

authority for such other use or activity is obtained in writing, email acceptable, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).

- 2) *The Authority shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.*
- 3) *The Authority shall be responsible for maintenance and repairs for the designated fire halls during the effective period of this Agreement.*
- 4) *Except for maintenance and repairs, no additions and/or alternations to said fire halls may be made by the Authority without the express prior written approval of the governmental unit owning said structure; provided, however, that upon termination of this Agreement such additions and/or improvements shall become the property of the governmental unit owning the structure.*

6. Township Mini Pumper.

The 1979 Mini Pumper, Serial No. W41CT9138438, presently owned by the Township, shall be and is hereby placed at the use of the Authority for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. *The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the Township being named as a co-insured.*
- B. *Said vehicle shall remain titled in the name of the Township.*
- C. *Upon dissolution of the Authority, said vehicle shall be returned to the Township and/or the Township shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.*

7. City Mini Pumper.

The 1979 Mini Pumper, Serial No. CKL339B160091, presently owned by the City, shall be and is hereby placed at the use of the Authority for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. *The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the City being named as a co-insured.*
- B. *Said vehicle shall remain titled in the name of the City.*
- C. *Upon dissolution of the Authority, said vehicle shall be returned to the City and/or the City shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.*

8. Authority Assets.

- A. *Except as may be provided above as to the fire halls and the mini pumpers, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the Authority. An inventory of said assets shall be prepared annually by the Authority and filed with the City Clerk and the Township Clerk as provided in subparagraph D, below.*
- B. *All of the assets of the Authority shall be housed at the fire halls designated within this agreement in such quantities, as shall within the discretion of the Authority provide maximum efficient fire protection services for the areas to be provided such service.*
- C. *Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the Authority, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for*

disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one year.

- D. The Authority shall file an annual inventory of such assets with the City and the Township no later than February 15th of each year.

9. Additional Assets.

Nothing contained herein shall prohibit the City or the Township from acquiring such additional equipment and/or providing such additional services as it sees fit to be used within its boundaries. Such additional equipment and/or services provided shall not be subject to the terms of this Agreement and ownership of same shall not be shared.

10. Insurance.

The Authority shall secure and keep in force and effect during the effective period of this Agreement appropriate property damage and public liability insurance insuring its activities in such amounts as it sees fit; however, in no instance shall such limits of insurance be less than One Million Dollars (\$1,000,000) Single Limit Public Liability and Property Damage Policy, with a Three Million Dollar (\$3,000,000.00) Umbrella. In addition thereto the Authority shall secure and keep in force and effect during the effective period of the Agreement appropriate workmen's Compensation Insurance coverage and any other insurance coverages required by law.

11. Services to Other Governmental Units.

The Authority shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered; provided, however, that such prohibition shall not extend to the participation by the board in a mutual aid pact with other units of government.

12. Books and Records; Annual Audit.

- A. The Authority shall provide for the keeping of books and records regarding its operation. The keeping of such books and records shall conform to generally accepted accounting principles.
- B. The Authority shall provide for an annual audit of its revenue and expenditures. The auditing firm shall be selected through competitive bidding every 3 years and the same firm shall not be selected for more than two (2) consecutive terms.
- C. The audit shall be completed no later than ninety (90) days following the close of the Authority's fiscal year, and a copy of said audit shall be submitted to the City Clerk and the Township Clerk within seven (7) days after its completion.

13. Fiscal Year; Budget.

- A. The fiscal year of the Authority shall be from January 1 through December 31.
- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the Authority Board no later than October 1.
- C. The Authority Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.

- D. *Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the Authority for its use. Once the final budget is approved, such sums as each party are required to contribute shall be a debt of each notwithstanding any subsequent disagreement between the parties.*
- E. *The Authority shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the City and Township, to amend line item expenditures by an amount not to exceed ten percent (10%) of the amount provided for the subject line item in the final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line item budget amendments exceeding ten percent (10%) singularly or cumulatively in a single fiscal year shall require approval of both the City and Township.*
- F. *The Authority shall not exceed the budget as approved by the City and Township without express prior approval by both the City and Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense.*

14. Capital Improvement Fund.

Pursuant to the Swartz Creek Area Fire Department Evaluation, adopted in January 2008 by the City and the Township, a Capital Improvement Program Fund (CIPF) is hereby established. The budget for the CIPF shall be established annually in the same manner and at the same time as the annual operating budget. The City and the Township shall determine an amount to be contributed to the CIPF, said contribution to be appropriated each year at the same time as the annual appropriation for operation of the Authority is made at the beginning of each unit's fiscal year. CIP Funds contributed by the City and the Township shall be held and independently accounted for by the Authority and shall be invested in an interest bearing account. The Authority shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, M.C.L. 129.91) The Authority may not use or expend any funds in the CIPF without the prior approval by a majority vote of both the township board and the city council. The City and the Township, by a mutual agreement of the majority of each governing boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF.

15. Costs of Fire Runs; Labor Costs.

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by paragraph 13 hereof. The City and the Township, as suggested in the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. Effective Date; Term; Expiration of Term.

The effective date of this agreement is October 26, 2009. The term of this Agreement shall be October 26, 2009 through March 31, 2011. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 17, below, are completed.

17. Termination.

Upon termination of this agreement, the Authority shall proceed as follows:

- A. *At least sixty (60) days prior to the termination date, the Authority shall cause its last annual inventory to be made current.*
- B. *The Authority shall cause an appraisal to be made of all of the assets under its control other than the fire halls and the mini pumpers described in sections 7 and 8. Said appraisal shall be made no later than thirty (30) days prior to the date of termination and shall be submitted to the City Clerk and the Township Clerk forthwith.*

- C. *The Authority shall attempt to assign the assets to the parties consistent with the provisions and intent of this agreement. Upon completion of such asset assignment, the Authority shall recommend same to the City and the Township. Upon agreement of the City and the Township, the Authority shall assign the assets to the parties.*

- E. *Notwithstanding the termination date and/or its attempts to assign the assets, the Authority shall continue to perform its duties and obligations until the effective date of the termination of this agreement.*

18. Negotiated Assignment.

The parties need not wait for the recommendation of the Board as to the division and assignment of assets, but may commence negotiations relative to such division and assignment at any time prior to the termination date; provided, however, that the parties by and through their respective governing bodies, shall meet no less than sixty (60) days prior to effective date of termination, if agreement or assignment of assets has not otherwise occurred, to negotiate assignment of assets and/or the providing for an orderly transition and continuing of fire protection services beyond the termination date.

19. Notices.

Any notice, demand, or communication required, permitted, or desired to be given under this agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

If to the City:

*City of Swartz Creek
C/O City Manager
8083 Civic Drive
Swartz Creek, MI 48473
Attention: City Manager*

If to the Township:

*Clayton Township
C/O Township Supervisor
2011 South Morrish Road
Swartz Creek, MI 48473
Attention: Township Supervisor*

The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

20. Severability.

If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.

21. Entire agreement.

This agreement supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to the joint provision of fire protection services in the City and the Township. No verbal statements or prior written materials not specifically incorporated in this agreement have been relied upon by the parties in entering into this agreement.

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

(Signature Page to Follow)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091026-9E

LABOR CONTRACT AMENDMENT, 2009-2012 POLICE AGREEMENT, VOLUNTARY LAYOFF

Motion by Councilmember: _____

I Move the City of Swartz Creek approve an amendment to the 2009-2012 Labor Agreement between the City and the Police Officer’s Labor Council, addendum as follows:

**CITY OF SWARTZ CREEK
LAYOFF AMENDMENT TO
2009-2012 POLICE OFFICERS’
COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made this 26TH day of October, 2009 by and between the City of Swartz Creek (the “City” and also the “Employer”), Bethany Jaworski (the “Employee”) and the Police Officers Labor Council (the “Union”);

WHEREAS, the City and the Union are parties to that certain collective bargaining agreement for the term of July 1, 2009 through June 30, 2012 (the “CBA”); and

WHEREAS, for economic reasons, the City contemplates having to lay-off one full time employee in the Police Department; and

WHEREAS, pursuant to Article 7, Section 3 of the CBA between the City and the Union, all layoffs are to be “in reverse seniority;” and

WHEREAS, the Employee is employed as a full time police officer in the Police Department; and

WHEREAS, pursuant to Article 7, Section 3 of the CBA, the Employee would not be the next person to be laid off from the Police Department; and

WHEREAS, the Employee has asked the City that she be laid off instead of that officer employee who would otherwise be laid off pursuant to the application of Article 7, Section 3; and

WHEREAS, the Union has joined in that request and has asked that the CBA be amended to grant the Employee’s desires, notwithstanding the provisions of Article 7, Section 3;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Notwithstanding the requirements of Article 7, Section 3 of the CBA, the Employee agrees to be the next bargaining unit employee laid off by the City, even though the Employee would not otherwise be laid off by the application of Article 7, Section 2 of the CBA.

2. The Employee acknowledges that her being laid off by the City contrary to the reverse seniority order would be accomplished by the City in fulfillment of the request made by the Employee herself, which request is joined in by the Union.

3. The Employee acknowledges and understands that such a layoff request on her part is irreversible and that she cannot retract this request or alter her lay off status.
4. When the work force is increased and laid off employees are recalled to work, such recall, including the recall of the Employee, shall be "according to seniority, in reverse order of layoff" as provided for in Article 8, Section 1 of the CBA.
5. The City will not oppose the Employee's efforts towards obtaining unemployment compensation. The Employee and the Union acknowledge that the City has no control in the decision process, so therefore will not hold the City responsible for any decision resulting therefrom.
6. The City, at its sole expense, shall continue to provide medical, dental and eye glass insurance in accordance with Article 22, Section No. 1 of the CBA, for a period not to exceed thirty (30) days from the date of lay-off.
7. The City, Union and Employee agree that the date of layoff shall be Tuesday October 27, 2009. This agreement shall serve as proper notice of layoff.
8. This agreement is an amendment to the CBA for the 2009-2012 term and is limited to this specific Employee's request only. This agreement is not to be deemed a precedent for any purpose, nor is to be deemed a re-opening of the CBA negotiations for any purpose.
9. The Employee and the Union hereby release the City from any claims of any kind either of them may have as a result of the City accommodating this Employee's request.

(Signature Page to Follow)

CITY OF SWARTZ CREEK, MICHIGAN

A Municipal Corporation

By: **Richard A. Abrams**, Mayor

By: **Juanita Aguilar**, City Clerk

POLICE OFFICERS LABOR COUNCIL

By: **Homer Lafrinere**, Field Representative

EMPLOYEE:

Bethany Jaworski, Employee

BARGAINING TEAM:

GREGORY RACOSTA, Bargaining Team

Approved as to form:

Richard J. Figura, City Attorney

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**COUNTY SHERIFF REQUEST, RESOLUTION OF
COOPERATION, TRAFFIC SERVICES, O.H.S.P. 416
GRANT**

Motion by Councilmember: _____

WHEREAS, the State of Michigan provides for funds to the Genesee County Sheriffs' Department for traffic enforcement services through the Secondary Road Patrol and Traffic Accident Prevention Program Grant; and

WHEREAS, the City of Swartz Creek, through its Chief of Police or designee, may elect to use such services.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Swartz Creek requests that the Genesee County Sheriffs' Department provide such traffic services to the City of Swartz Creek, if so specifically requested by the Chief of Police, or designee.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday October 12, 2009 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 10/12/2009

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, Assistant City Manager Adam Zettel, City Clerk Juanita Aguilar, DPS Director Tom Svrcek.

Others Present: Boots Abrams, Tommy Butler, Bob Plumb, Steve Shumaker, Sharon Klein, Brent Cole.

APPROVAL OF MINUTES

Resolution No. 091012-01

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes, as corrected, for the Regular Council Meeting, held September 28, 2009, 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. 091012-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of October 12, 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. 091012-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of October 12, 2009, to be circulated and placed on file.

Discussion Ensued.

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:

None.

COUNCIL BUSINESS:

Adopt 2010 Fire Budget

Resolution No. 091012-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek adopt the revised 2010 Fire Budget, a copy of which is attached hereto.

Discussion Took Place.

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

Cedar Creek Garbage Collection Request

Resolution No. 091012-05

(Postponed)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the collection of garbage, within the terms as set forth in the City's residential garbage collection contract, within the Cedar Creek Town Homes Complex, 9279 Miller Road, and further, direct the City Manager to prepare an agreement with Cedar Creek Town Homes owner Danny Nemer, and bring the agreement back to the City Council for review and approval.

Discussion Took Place.

Resolution No. 091012-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Binder

I Move the City of Swartz Creek postpone a decision on the Cedar Creek Garbage Collection Request until such time as the City Manager can develop a policy on the issue.

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

Appropriation & Bid Award, Parking Lot Snow Removal

Resolution No. 091012-07

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek accept the low bid of \$344 total, for snow removal as per the specifications set forth in the bid package, and award the work to Snappy Lawn and Landscape of Grand Blanc Michigan, for a period ending May 1, 2011, with the stipulation that Snappy Lawn & Landscape enter into a contractor's agreement with the City.

Discussion Ensued.

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

Appropriation & Bid Award, Participate in Consumer Energy Tree Grant Program

Resolution No. 091012-08

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek applied for and received a grant from the Consumers Energy Forestry Division in the amount of \$2,498 for the purpose of acquiring and planting 'utility friendly' trees in public right of ways; and

WHEREAS, 40% of the proposed project is located within the limits of the Downtown Development Authority and the DDA has approved expending \$3000 of its streetscape budget to partially fund this grant (limited to 40% of the project cost by state law); and

WHEREAS, the City advertized this project for bids and received the following bid amounts:

KLM Landscaping 66033 Mt. Vernon Washington, MI 48095	Trees: \$3,867.50 Labor: \$2,082.50 <u>Total: \$5,950.00</u>
Ope's 3166 Wintergreen Saginaw, MI 48603	Trees: \$4,196.00 Labor: \$2,250.00 <u>Total: \$6,446.00</u>
Agroscaping 6443 Grand Blanc Rd. Swartz Creek, MI 48473	Trees: N/A Labor: N/A <u>Total: \$6,450.00</u>
United Landscape 62170 Van Dyke Washington, MI 48094	Trees: \$6,920.00 Labor: \$5,000.00 <u>Total: \$11,920.00</u>

NOW, THEREFORE, the City of Swartz Creek hereby approves the tree purchase and planting project as bid by KLM Landscaping in the amount of \$5,950 plus a 10% contingency, with a contribution of \$1,072 from the City's forestry department, a contribution of \$2,380 from the DDA, and a contribution of \$2,498 from Consumers Energy.

Discussion Ensued.

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

Appropriation, Street Striping & Pavement Markings

Resolution No. 091012-09

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

WHEREAS, The City is need of certain services consisting of the restriping of some of its streets and the replacement of selected pavement marking symbols; and

WHEREAS, there are two such contractor's capable of doing the work, PK Contracting of Troy Michigan and M&M Pavement of Grand Blanc Michigan; and

WHEREAS, M&M Pavement is currently under contract and bid award for striping work with the Genesee County Road Commission, contract having expired on September 30, 2009, however, M&M will extend the contract unit pricing to the City for work done this fall; and

WHEREAS, PK Contracting is the pavement striping and symbol sub-contractor of Lois Kay Construction, Lois Kay being the low bid awarded General Contractor for the Morrish Road South, MDOT-ARRA Funded Project; and

WHEREAS, in review of the two contractor's unit pricing for striping and symbols, M&M is the lowest for striping, but PK is the lowest for pavement marking symbols; and

WHEREAS, in negotiations with both contractor's, they are willing to split the work, M&M to do the striping and PK to do the pavement marking symbols; and

WHEREAS, the City's purchasing ordinance provides for competitive and cooperative bids, but also allows for exceptions in certain circumstances, text as follows: Chapter 2, Article VI, Division 3, Sec 2-402(a), 2, i & ii "... 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."; and

WHEREAS, the City Council finds that circumstances exist that the best interest of the City is served by the negotiation pricing and by dividing the work between M&M Pavement and PK Contracting.

NOW, THEREFORE, I Move that the City of Swartz Creek appropriate an amount not to exceed \$5,768 to M&M Pavement of Grand Blanc for striping and \$1,906 to PK Contracting of Troy, for pavement marking symbols, for a total of \$7,764, plus 15% contingency, funds to be posted with 202 Major Streets.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC

A reporter from the University of Michigan requested a Council Packet. City Manager Bueche stated that he would provide one for her.

REMARKS BY COUNCILMEMBERS:

Councilmember Krueger questioned the lighting at the Park & Ride. Assistant City Manager Zettel clarified that the County would be paying for cost of putting in the lights and the City would be paying for the use of the electricity. Councilmember Krueger suggested that the County install the more expensive lights that would save the City in electricity costs. Mr. Krueger stated that he believes two lights, one at each end would be sufficient to light the parking lot.

Councilmember Shumaker spoke about the Veteran's Memorial Committee meeting. Mr. Shumaker stated that the Committee was appreciative that the City was able to add the Veteran's Memorial to the City's Liability insurance.

Councilmember Hicks questioned what was happening with the "piano teacher's" house. City Manager Bueche stated that Sharp's Funeral Home bought the property and he believes that they are going to tear it down.

Councilmember Binder stated that on October 18th at 1:00pm, the Air Force statue will be installed at the Veteran's Memorial. Ms. Binder stated that brick order forms are available online at the City's website.

Mayor Pro-Tem Porath questioned if there was another cable company available in the City besides Comcast. He was advised that there are no other options at this time. Mr. Porath questioned the history of Springbrook Colony.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 8:15 p.m.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

DATE: OCTOBER 19, 2009
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIREBOARD AGENDA



- I. CALL TO ORDER
 - A. PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
 - C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
 - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:

- II. APPROVAL OF MINUTES
 - A. SEPTEMBER 21, 2009 MEETING:

- III. CORRESPONDENCE:
 - A. SEPTEMBER INCIDENT SUMMARY REPORT:

- IV. PROFESSIONAL SERVICE REPORTS:
 - A. AUGUST FINANCIAL REPORT:
*Report from Kim on what amount \$120,458.84 is that was listed:
The majority of the money received was from the municipalities as the second installment of their budget billing (\$55,925.00 from each).*

 - B. SEPTEMBER FINANCIAL REPORT:
 - C. SEPTEMBER BILLS LIST:
Report from City Representative Hurt on formulation used by City for utility bill payments. (Email received from City Treasurer Deanna Korth attached)

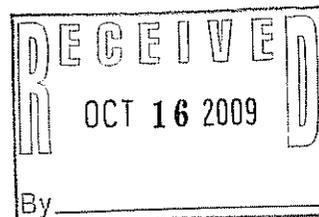
- V. COMMITTEE REPORTS:
 - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:

 - B. HEALTH AND SAFETY COMMITTEE: Chairman Greg Childers (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)
It has been 3 years since the committee has met to review all of the SOG's

 - C. PERSONNEL COMMITTEE: Chairman Ray Thornton, Richard Derby and David Hurt.

- VI. OLD BUSINESS:
 - A. APPARATUS UPDATE from Battalion Chief Jack King-
 - 1. Apparatus status report attached

 - B. 2008 FUND BALANCE REIMBURSEMENT:



C. ITEMS FOR DISPOSAL:

The ISI fit test kit was sold on eBay for net amount of \$44.45 (after fees and shipping) Only remaining items are the radios that were given to Blumerich Communications for disposal on eBay.

D. STATUS OF 2010 BUDGET APPROVAL BY MUNICIPALITIES:

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION:

B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none

C. MEMBERS RESIGNING/TERMINATING: none

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. FIRE AGREEMENT STATUS:

F. APPROVAL OF UNIFORM SPECIFICATIONS: There are a minimum of nine (9) individuals that need uniform updates and initial purchases. Further inspections of uniforms may require purchasing of uniform shirts and or pants. Attached you find specifications from Uniform Officer/Lieutenant Rich Tesner. With your approval, it will be sent out per the purchasing policy.

G.

VIII. GENERAL INFORMATION:

A. MUNICIPAL BILLINGS for September

B. The flower fund balance is currently \$30.00.

C. Chapter 7 Bankruptcy Notification for Air Source One and original copy of agreement that expires December 2009.

D. Organizational Chart dated 10/05/09

E.

F.

G.

IX. OPEN TO THE PUBLIC:

X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE:

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #2, August 17, 2009. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

I. CALL TO ORDER:

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL

Board Members Present:

- Chairman, Mike Messer
- Clayton Representative, Richard Derby
- Clayton Representative, Greg Childers
- Clayton Representative, Norvel Johnson
- City Representative, Ray Thornton
- City Representative, Dave Hurt

Board Members Absent:

- City Representative, Rick Clolinger

Staff Present:

- Fire Chief, Brent Cole
- Asst. Chief, Eric Merriam
- Acct./Clerical, Kim Borse
- Attorney, Bill Cavanaugh

Staff Absent:

Others Present:

- Jack King, Batt. Chief
- James Barr, Firefighter
- Anthony Davis, Firefighter
- Karen Merriam, Firefighter
- Greg Baker, Firefighter
- Bob Plumb, Firefighter
- Joe Edgerton, Swartz Creek
- Candace Edgerton, Swartz Creek

C. AGENDA: ADDITIONS/CHANGES/DELETIONS/APPROVAL:

- **Resolution 092109-01**
Motion by Dave Hurt
Second by Richard Derby

The SCAFD Board does hereby approve the additions of VII.A.1 and VIII. G. to the agenda and approve the agenda as amended.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer
NO: None Motion declared carried

D. SPECIAL PRESENTATION: J. Edgerton

Chairman, Mike Messer, presented Joe Edgerton with a certificate of appreciation for 31 years served on the department

II. APPROVAL OF MINUTES

A. AUGUST 17, 2009 BOARD MEETING

- **Resolution 092109-02**
Motion by Dave Hurt
Second by Richard Derby

The SCAFD Board does hereby approve the minutes of the August 17, 2009 board meeting, as presented.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer
NO: None Motion declared carried

III. CORRESPONDENCE:

A. AUGUST INCIDENT SUMMARY REPORT:

- **Resolution 092109-03**
Motion by Rick Derby
Second by Ray Thornton

The SCAFD Board does hereby accept the August 2009 Incident Summary, as presented

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer
NO: None Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. AUGUST FINANCIAL STATEMENT:

- **Resolution 092109-04**

Motion by Norvel Johnson

Second by Dave Hurt

The SCAFD Board does hereby approve the August 2009 financial statement, as presented

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer

NO: None Motion declared carried

B. AUGUST BILLS LIST:

N. Johnson questioned the difference in the utility bills between the stations

• **Resolution 092109-05**

Motion by Dave Hurt

Second by Norvel Johnson

The SCAFD Board does hereby approve the August 2009 bills list, as presented.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer

NO: None Motion declared carried

V. COMMITTEE REPORTS:

A. *BY-LAWS COMMITTEE MEETING: NONE*

B. *HEALTH & SAFETY COMMITTEE: NONE*

C. *PERSONNEL COMMITTEE: Report submitted*

VI. OLD BUSINESS

A. APPARATUS UPDATE:

1. *Monthly report from Batt. Chief King*

B. *2008 FUND BALANCE REIMBURSEMENT: No report*

C. ITEMS FOR DISPOSAL:

• **Resolution 092109-06**

Motion by Dave Hurt

Second by Greg Childers

The SCAFD Board does hereby approve adding VI. E., 2010 Budget, to the agenda.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer

NO: None Motion declared carried

D. TURN OUT GEAR BIDS:

• **Resolution 092109-07**

Motion by Ray Thornton

Second by Dave Hurt

The SCAFD Board does hereby approve opening the turn out gear bids.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer

NO: None Motion declared carried

Bid results:

Apollo Fire Equipment: coats \$9830, pants \$6895 – total \$16,725.00

West Shore Fire Services: coats \$9890, pants \$7310 – total \$17,200.00

Douglass Safety Systems: coats \$9180, pants \$6420 – total \$15,600.00

Time Emergency: coats \$10700, pants \$7850 – total \$18,550.00

• **Resolution 092109-08**

Motion by Dave Hurt

Second by Ray Thornton

The SCAFD Board does hereby accept the bid and approves purchasing 10 sets of turn out gear from Douglass Safety Systems in the amount of \$15,600.00 plus shipping.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer

NO: None Motion declared carried

E. 2010 BUDGET:

• **Resolution 092109-09**

Motion by Dave Hurt

Second by Richard Derby

The SCAFD Board does hereby accept the 2010 budget, as amended and forward it to the municipalities for consideration.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer

NO: None Motion declared carried

VII. NEW BUSINESS

A. NEW MEMBER(S) TO BE PLACED ON PROBATION: D. Link

• **Resolution 092109-10**

Motion by Dave Hurt

Second by Richard Derby

The SCAFD Board does hereby place Dale Link on 1 year probation with the SCAFD pending the results of his physical and background check.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer

NO: None Motion declared carried

B. MEMBER TO COME OFF PROBATION: NONE

MEMBERS RESIGNING/TERMINATING:

C. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

VIII. GENERAL INFORMATION

A. MUNICIPAL BILLINGS

B. FLOWER FUND IS CURRENTLY \$30.00

C. SCAFD ORGANIZATIONAL CHART

D. HUNDRED CLUB CORRESPONDANCE

E. SOGs 209 AND 602

F. THANK YOU FROM SHERIFF PICKELL

G. OPEN HOUSE 10/04/09, 1-4pm

IX. OPEN TO THE PUBLIC: NONE

X. COMMENTS OF FIRE DEPARTMENT PERSONNEL, THROUGH THE CHIEF: NONE

XI. CHAIN OF COMMAND APPEAL TO THE FIRE BOARD: NONE

XII. COMMENTS OF THE FIREBOARD:

Derby: Thank you for extra work on budget
Good work on Hundred Club grant
Well done of evaluation

Childers: None

Johnson: Have we heard anything from consumers about bill we sent them? Not yet.

Hurt: Expect to wait for consumers to pay

Thornton: Echoes Derby's comments

Messer: Echoes comments.

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:55 p.m. The next regular meeting will be 10/19/09 at Station 1 at 7:00 pm

**MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD**

**KIM BORSE
ACCOUNTING/CLERICAL SPECIALIST
SWARTZ CREEK AREA FIRE DEPT.**

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 09/01/2009 through 09/30/2009

Printed: 10/15/2009

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Officer in Charge	Total Hr:Min:Sec
0000123-000 9239 W Bristol RD	09/03/2009	20:21	1 561 Unauthorized burning		\$ 0	15	0.00	11.00	0:37:00
							\$ 0	KING, JACK L - BATT CHIEF	
0000124-000 4921 Schafer DR MS Kristine Walker	09/06/2009	15:40	1 311 Tear 2 Lift Assist		\$ 0	15	0.00	2.00	0:15:00
							\$ 0	KING, JACK L - BATT CHIEF	
0000125-000 9184 Chesterfield DR MRS Janet Garrett	09/10/2009	17:56	1 131 Passenger vehicle fire	MRS Janet Garrett	\$ 0	18	0.00	6.00	0:39:00
							\$ 0	KING, JACK L - BATT CHIEF	
0000126-000 7332 Green Valley DR Michele Iatonna	09/19/2009	01:48	12 111 Mutual aid to Grand Blanc		\$ 0	17	0.00	27.00	1:28:00
							\$ 0	MERRIAM, ERIC M - ASSISTANT	
0000127-000 9362 Woodside TRL Suzanne Rankin	09/19/2009	03:02	12 111 AMA to Gaines; deck fire		\$ 0	19	0.00	5.00	0:51:00
							\$ 0	KING, JACK L - BATT CHIEF	
0000128-000 4454 Jenna LN	09/19/2009	12:59	12 571 Cover assignment FTFD #1		\$ 0	13	0.00	19.00	2:31:00
							\$ 0	TREIGER, MICHAEL P - LIEUTENANT	
0000129-000 10137 Beecher RD MR Douglas Woodring	09/21/2009	22:22	2 142 Brush, or brush-and-grass mixture	MR Douglas Woodring	\$ 0	23	0.00	7.00	0:18:00
							\$ 0	COLE, BRENT D - CHIEF	
0000130-000 1439 S Sheridan RD MS Valeria Andrews	09/27/2009	17:59	2 111 Building fire	MS Valeria Andrews	\$ 10,000	26	0.00	7.00	2:31:00
							\$ 5,000	COLE, BRENT D - CHIEF	
Incidents by Shift Including Exposures									
	No. Resp.	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4
Totals:	146	9:10:00	\$ 10,000	\$ 5,000	0	2	5	1	0

The total number of incidents, including exposure fires is 8.

The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Nine Months Ending September 30, 2009

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
Revenues						
3582	OPERATING CONTRIBU	5,897.99	264,869.23	251,860.00	(13,009.23)	(1.05)
3583	EQUIPMENT CONTRIBU	0.00	22,920.00	45,840.00	22,920.00	(0.50)
3628	MISC. INCOME (SUNDR	0.00	15.00	0.00	(15.00)	0.00
3630	GRANT INCOME	0.00	12,655.00	0.00	(12,655.00)	0.00
3664	INVESTMENT INCOME	16.18	97.67	300.00	202.33	(0.33)
3673	SALE OF FIXED ASSETS	80.80	184.80	0.00	(184.80)	0.00
	Total Revenues	5,994.97	300,741.70	298,000.00	(2,741.70)	(1.01)
Expenses						
4703	SOCIAL SECURITY	880.43	9,367.71	11,500.00	2,132.29	0.81
4704	STAFF SALARIES	3,272.50	30,603.14	45,750.00	15,146.86	0.67
4705	MAIN/TRAIN-SALARIES	1,088.02	8,580.34	15,000.00	6,419.66	0.57
4706	OFFICER SALARIES	1,250.00	10,000.00	15,000.00	5,000.00	0.67
4707	FIREFIGHTERS SALARY	5,963.94	60,472.64	74,000.00	13,527.36	0.82
4708	DEFERRED COMPENSA	250.00	2,544.75	5,900.00	3,355.25	0.43
4709	MEDICAL-FIREFIGHTER	0.00	4,364.00	6,700.00	2,336.00	0.65
4727	OFFICE SUPPLIES	114.97	1,146.48	2,900.00	1,753.52	0.40
4728	BUILDING SUPPLIES	60.07	1,152.99	900.00	(252.99)	1.28
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	1,193.87	5,578.64	8,650.00	3,071.36	0.64
4801	CONTRACT SERVICES	135.89	3,113.62	7,700.00	4,586.38	0.40
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	232.02	2,315.61	4,200.00	1,884.39	0.55
4910	INSURANCE	0.00	26,235.00	29,900.00	3,665.00	0.88
4920	UTILITIES	675.47	9,132.76	17,000.00	7,867.24	0.54
4960	EDUCATION & TRAININ	(604.21)	13,688.13	7,060.00	(6,628.13)	1.94
4970	OFFICE EQUIPMENT	0.00	2,158.99	240.00	(1,918.99)	9.00
4976	FIRE EQUIPMENT	0.00	1,405.49	23,500.00	22,094.51	0.06
4978	FIRE EQUIP.-MAINT/REP	624.11	3,430.56	18,700.00	15,269.44	0.18
4979	FIRE EQUIPMENT-UPGR	0.00	244.96	1,750.00	1,505.04	0.14
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatu	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMEN	78.98	89.97	900.00	810.03	0.10
4988	COMPUTER SOFTWARE/	229.95	608.95	750.00	141.05	0.81
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	15,446.01	196,234.73	298,000.00	101,765.27	0.66
	Net Income/<Loss>	(9,451.04)	104,506.97	0.00		
3400	FUND BALANCE-Beginni	0.00	28,182.61	0.00		
	Fund Balance-End of Year	(9,451.04)	132,689.58	0.00		

**SWARTZ CREEK AREA FIRE DEPARTMENT
BILLS PAID LIST**

					30-Sep-09
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
9/3/2009	15190	AMERICAN OUTPUT	\$19.10	4801	M/A COPIER
9/3/2009	15191	BLUMERICHS	\$125.43	49788	PAGER/RADIO REPAIR
9/3/2009	15192	CHARTER COMMUNICATIONS	\$43.17	4850	PHONE-STA 2
9/3/2009	15193	CHASE	\$2,865.70	22021	SOC.SEC. 08/09
9/3/2009	15194	CLAYTON TWP	\$40.51	4920	UTILITIES-STA 2
9/3/2009	15195	SCAFA	\$396.00	22024	ASSOC. DUES
			\$17.84	22025	ASSOC. PAGERS
9/3/2009	15196	FRIEND OF THE COURT	\$8.41	22026	FRIEND OF THE COURT
9/3/2009	15197	ICMA	\$535.98	22023	DF COMP EE PORTION
		(INTERNTL CITY/COUNTY MGT ASSOC.)	\$250.00	4708	DF COMP ER PORTION
9/3/2009	15198	TRUDY ONORE	\$60.00	4801	CLEAN STA 1
9/3/2009	15199	PAYROLL	\$7,515.64	1002	PAYROLL-FF & STAFF
9/3/2009	15200	SOUTHWEST BRAKES	\$15.82	4741	TAIL LIGHTS 41-23
9/3/2009	15201	STATE OF MICHIGAN	\$462.94	22022	08/09 STATE TAX
9/3/2009	15202	VALLEY PETROLEUM	\$378.00	4741	OIL
9/15/2009	15203	CITY OF SW. CREEK	\$438.88	4920	UTILITIES-STA 1
9/15/2009	15204	COMCAST	\$188.85	4850	PHONE/INTERNET-STA 1
9/15/2009	15205	CONSUMERS ENERGY	\$196.08	4920	UTILITIES-STA 2
9/15/2009	15206	FLINT JOURNAL	\$56.79	4801	ADVERTISING SALE OF EQUIPMENT
9/15/2009	15207	GILL ROYS	\$11.98	4728	BUILDING SUPPLIES
			\$0.41	4741	EQUIPMENT SUPPLIES
9/15/2009	15208	POSTMASTER	\$88.00	4727	POSTAGE
9/15/2009	15209	SUBURBAN AUTO	\$448.60	4920	UTILITIES-STA 2
			\$3.09		
9/15/2009	15210	VALLEY PETROLEUM	\$145.48	4741	FUEL
9/15/2009	15211	VISA	\$78.98	4984	COMPUTER HARDWARE
			\$45.00	4728	CLOCK
			\$26.97	4727	BUILDING SUPPLIES
			\$25.56	4741	OFFICE SUPPLIES
			\$229.95	4988	LIGHT/ALTERNATOR
			\$498.68	4978	SOFTWARE
9/21/2009	15212	ICMA	\$69.42	22023	DF COMP EE PORTION
9/21/2009	15213	PAYROLL	\$1,101.04	1002	PAYROLL-STAFF
9/21/2009	15214	SCOTT TIRE	\$180.00	1002	TIRES 41-21
			(\$2,865.70)	22021	08/09 SOC SEC
			(\$462.94)	22022	08/09 STATE TAX
			\$2,410.90	22021	08/09 SOC SEC PAYABLE
			\$399.66	22022	08/09 STATE TAX PAYABLE
			(\$604.21)	4960	REIMB FOR FIRE PREVENTION MATL
		TOTAL	\$15,446.01		

VOID CHECKS:

ve

Fire Chief Brent Cole

From: Deanna Korth [DKorth@cityofswartzcreek.org]
Sent: Friday, September 25, 2009 15:29
To: contactmay2009@scafd.com
Subject: {Spam?} Utility Billing Percentages-Inquiry From Councilman David Hurt
Attachments: _AVG certification_.txt

Chief Cole,

I received an inquiry from Councilman Hurt today about what percentages are used to compute the utility billings for the fire department. In the past we used to type the percentages on each billing but in the past two years we have been using a computerized billing system which does not allow enough space for that information to be included on the billings. As you know, the electric, gas, and quarterly water charges are detailed on each invoice so you can reference the period covered by the charges. I explained the billing procedure to Councilman Hurt and forwarded the percentages used to him. I also stated that I would send the percentages to you for your records. You will find them below.

Electric Usage	43%
Gas Usage	60.8%
Water Usage	33.33%

These percentages have been used since long before I was hired so as I told Councilman Hurt I cannot speak to their origin. If you have any other questions regarding this matter please feel free to contact me.

Deanna Korth
Treasurer

AS OF: October 15, 2009
TO: Swartz Creek Area Fireboard
RECORDED BY: Fire Chief Brent Cole
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service.
	Sept. 24: Drained and refilled rear end oil.		
12	91 Pumper	Station 1	In service.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.

Lt. Richard Tesner
Swartz Creek Area Fire Department
 8100-B Civic Drive
 Swartz Creek, MI 48473-1590

October 14, 2009

Department phone: (810) 635-2300
 Personal phone: (810) 240-7511

TO:

Allie Brothers' Uniform
 20295 Middlebelt
 Livonia, MI 48152

Nye Uniform
 1030 Scribner NW
 Grand Rapids, MI 49504

Welch Uniform
 10240 Hegel Road
 P.O. Box 649
 Goodrich, MI 48438

Telephone: 248-477-4434
 Toll Free: 1-800-352-5543
 Fax: 248-477-1416
 Email: barb@alliebros.com

Phone: 616-459-5065 or
 800-748-0007
 Fax: 616-459-4364
 E-mail: contact@nyuniform.com

Phone: (810) 636-3911
 Fax: (810) 636-4000

Dear Vendor:

In compliance with the Swartz Creek Area Fire Department (SCAFD) policy #120, we would like to invite your organization to submit an estimated quote proposal for the possible purchase of fire department uniforms. The proposal is for the purchase of nine complete uniforms, with the intention of purchasing additional items on an "as needed" basis. Your proposal will be received and reviewed by the distinguished members of the Swartz Creek Area Fire Board at the next available fire board meeting. Should the Fire Board accept your proposal, a representative from the fire department will contact you to schedule fittings for those applicable firefighters.

ESTIMATED QUOTE CRITERIA

Please provide prices for the following products and services. We have provided brand names, when applicable, of products that are currently being used by our department. Please indicate, in your proposal, if you can provide these brand names or if you can provide a product that is similar in color and style. It should be noted that one our goals for this proposal is to maintain a uniform or consistent look throughout our organizational apparel.

PRODUCT DESCRIPTIONS

<ul style="list-style-type: none"> • Uniform pants <ul style="list-style-type: none"> ○ Currently using Flying Cross ○ Navy blue • Short sleeve uniform shirt <ul style="list-style-type: none"> ○ Currently using Southeastern Code 3 ○ Light blue or white • Long sleeve uniform shirt <ul style="list-style-type: none"> ○ Currently using Southeastern Code 3 ○ Light blue or white • Belt: black, basket weave w/ silver buckle • Badge <ul style="list-style-type: none"> ○ Currently using Blackinton Badge ○ Silver ○ With red/silver raised enamel fire scramble • Collar brass-fire scramble • Men's clip-on tie <ul style="list-style-type: none"> ○ navy blue 	<ul style="list-style-type: none"> • Nameplate <ul style="list-style-type: none"> ○ Silver ○ 2 ¼" wide ○ Black sans serif engraving • Charge for sewing arm patches <ul style="list-style-type: none"> ○ Eight short sleeve shirts ○ Eight long sleeve shirts ○ Eight class "A" double-breasted uniform jackets
---	---

Please refer to Appendix A for examples of each of the above items.

CUSTOMER SERVICE QUESTIONS

Please answer the following questions regarding your organization's customer service.

1. Does your company provide on-site uniform fitting (for example, is your company able to provide sizing and fittings at the Swartz Creek Area Fire Department)?
 Yes No
 - a. If yes, is there any additional charge for this service?

2. What delivery fees are associated with the purchasing of uniforms products from your organization?

3. What is your company's policy on returns and/or exchanges?

4. Are there any cost breaks for purchasing bulk quantities of items mentioned on page 1? (i.e. 12 or more badges or 24 collar brass)

5. Please provide any additional information that you would like to share with the Swartz Creek Area Fire Board regarding your organization, your products and/or service.

Please complete the requested information and return it before Nov. 6, 2009, to the following address.

Attn: Swartz Creek Area Fire Board
c/o Swartz Creek Area Fire Department
8100-B Civic Drive
Swartz Creek, MI 48473-1590

If you have any questions, feel free to contact me. Cell (810) 240-7511, or by email at rltesner@yahoo.com.

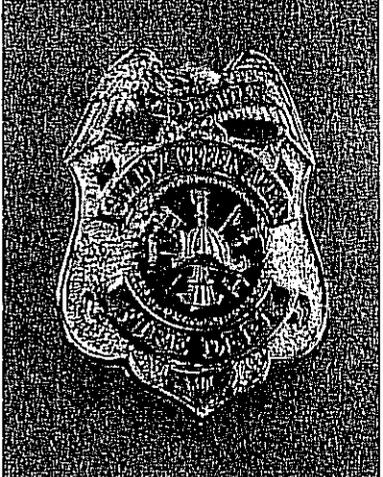
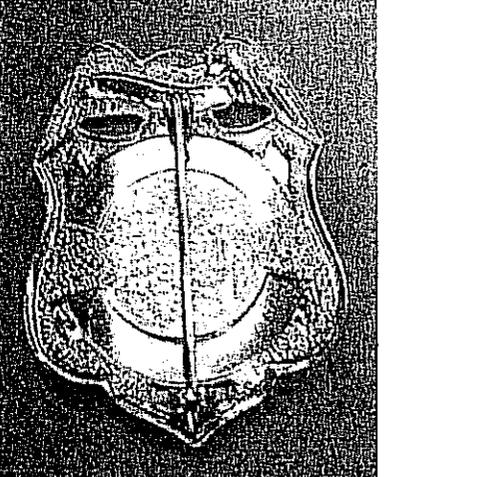
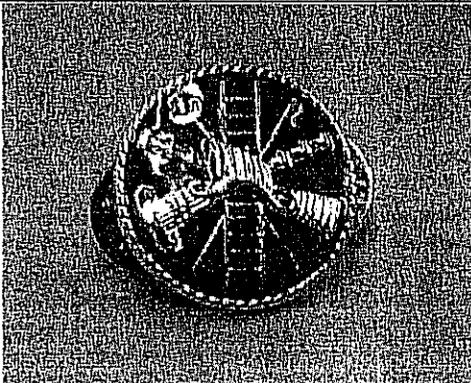
Sincerely,

Lt. Richard Tesner
Uniform Officer

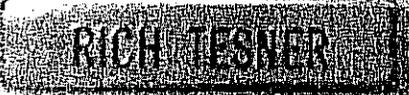
Enclosure: Appendix A

APPENDIX A

Please refer to the following examples as guidelines for matching uniform components and accessories.

<p>Uniform shirt <i>(Shown with accessories)</i></p>		
<p>Belt: black, basket weave w/ silver buckle</p>		
<p>Badge</p>		
<p>Collar brass-fire scramble</p>		



Men's clip-on tie	
Nameplate	
Charge for sewing arm patches	

SWARTZ CREEK AREA FIRE DEPARTMENT
 8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

Voice: 810/635-2300
 Fax: 810/635-7461

INVOICE

Invoice Number: 101509
 Invoice Date: Oct 15, 2009
 Page: 1
 Duplicate

Bill To:
 CITY OF SWARTZ CREEK
 8083 CIVIC DRIVE
 SWARTZ CREEK, MI 48473

Ship To:
 [Redacted]

Customer ID	Customer PO	Payment Terms
CITY01		Due at end of Month
Sales Rep ID	Shipping Method	Ship Date
	Courier	10/31/09

Quantity	Item	Description	Unit Price	Amount
140.50	FIRE02	FIRE SERVICE 09/2009	12.84	1,803.97

Subtotal	1,803.97
Sales Tax	
Total Invoice Amount	1,803.97
Payment/Credit Applied	
TOTAL	1,803.97

Check/Credit Memo No:

1803.97

3

SWARTZ CREEK AREA FIRE DEPARTMENT
 8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

Voice: 810/635-2300
 Fax: 810/635-7461

INVOICE

Invoice Number: 101510
 Invoice Date: Oct 15, 2009
 Page: 1
 Duplicate

Bill To:
 CLAYTON TOWNSHIP
 2011 MORRISH ROAD
 SWARTZ CREEK, MI 48473

Ship To:
 [Redacted]

Customer ID	Customer PO	Payment Terms
CLAY01		Due at end of Month
Sales Rep ID	Shipping Method	Ship Date
	Courier	10/31/09

Quantity	Item	Description	Unit Price	Amount
202.75	FIRE02	FIRE SERVICE 09/2009	12.75	2,584.35

Subtotal	2,584.35
Sales Tax	
Total Invoice Amount	2,584.35
Payment/Credit Applied	
TOTAL	2,584.35

Check/Credit Memo No:

2584.35

**UNITED STATES BANKRUPTCY COURT
Eastern District of Michigan**

**Notice of
Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 9/17/09.

You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Air Source One, Inc.
26417 Northline Road
Taylor, MI 48180

Case Number:
09-68786-swr

Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos:
38-3035713

Attorney for Debtor(s) (name and address):

Scott D. Kappler
621 S. Main Street
Plymouth, MI 48170
Telephone number: (734) 354-8600

Bankruptcy Trustee (name and address):

K. Jin Lim
176 S. Harvey
Suite 1
Plymouth, MI 48170
Telephone number: (734) 416-9420

Meeting of Creditors

Date: October 28, 2009

Time: 02:30 PM

Location: 211 West Fort St., Room 315, Detroit, MI 48226

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:

211 West Fort Street
Detroit, MI 48226
Telephone number: 313-234-0065

For the Court:

Clerk of the Bankruptcy Court:
Katherine B. Gullo

Hours Open: Monday - Friday 08:30 AM - 4:00 PM

Date: 9/29/09



EXPLANATIONS

B9B (Official Form 9B) (12/07)

Filing of Chapter 7 Bankruptcy Case A bankruptcy case under Chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.

Legal Advice The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.

Creditors Generally May Not Take Certain Actions Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment, taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.

Meeting of Creditors A meeting of creditors is scheduled for the date, time and location listed on the front side. *The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.* Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.

Do Not File a Proof of Claim at This Time There does not appear to be any property available to the trustee to pay creditors. *You therefore should not file a proof of claim at this time.* If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.

Bankruptcy Clerk's Office Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.

Creditor with a Foreign Address Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.

Refer to Other Side for Important Deadlines and Notices

The Court will dismiss this case without a hearing if the debtor(s) do not timely file all required documents and if no request for a hearing on dismissal is filed within 20 days after the petition is filed. The Clerk will give notice of the hearing on dismissal only to the party requesting the hearing, the debtor and the trustee.

Equipment Service Agreement

Date 12/21/07	Type of Agreement Renewal	Cust. Order No.	Serv. Rep. Name & No. Paul A. Staples 1-800-635-4343
Charge To: Swartz Creek Fire Department			Sales Rep. Name and No. Sandra J. Mierka 1-800-635-4343
Attention Chief Brent Cole			Alternate Contact
Street Address 8100 B. Civic Drive		*Air Quality via Mail Kit 4 of 8 tests	From January 2008 Thru December 2009
City Swartz Creek,	State MI		

EQUIPMENT UNDER SERVICE

Type of Equipment	Model	Serial Number	Location-Street Address or Department
Mako	9300 E1	5405875	8100 B. Civic Drive

TERMS AND CONDITIONS OF AGREEMENT

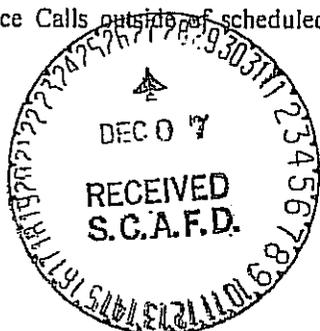
SERVICE WILL BE FURNISHED to customer by Air Source One, Inc. for the equipment listed above.

Service shall consist of:

- Systems Check
- Operational Check
- Maintenance Check
- Air Quality Check
- One-way Travel for Service Calls outside of scheduled Maintenance Service

Required materials to be used:

- Oil
- Oil Filter
- CO/Moisture Kit
- Final Filters
- Seal Kit
- Documentation



Your machine will be inspected at the time of a Service Call. The machine will be serviced and checked for performance. Air Source One, Inc. will perform the service described above without the necessity of prior notice on customer's part. For such service customer will pay the amount shown above in advance and for each subsequent annual renewal period the customer will pay in advance the then current established annual charges of Air Source One, Inc.

IT IS UNDERSTOOD that the listed equipment at the date hereof is in good operating condition and also that the service to be rendered does not cover repairs required because of accident, fire, water, abuse, misuse.

SERVICE IS AUTHORIZED by the customer to be rendered by Air Source One, Inc. to the equipment listed for the period above noted and from year to year thereafter unless this agreement is terminated by either party as herein provided. Either party may terminate this agreement upon written notice to the other party, given not less than thirty (30) days immediately prior to any anniversary date hereof.

Air Source One, Inc. reserves the right to examine equipment prior to any renewal of this agreement and in the event the machine(s) require rebuilding over and above that stipulated in this contract, an estimate will be submitted for customer approval before work is started.

Air Source One, Inc. shall not be responsible for failure to render service for causes beyond its control, including, without limitation, strikes, and labor disputes.

MAINTENANCE TERMS:

Annual Bi-Annual Quarterly

AIR QUALITY TESTING TERMS:

Annual Bi-Annual Quarterly

Approved By: Air Source One, Inc.
P.O. Box 1389
Taylor, MI 48180

By Paul A. Staples
Paul A. Staples (734) 946-8320

CUSTOMER'S ACCEPTANCE

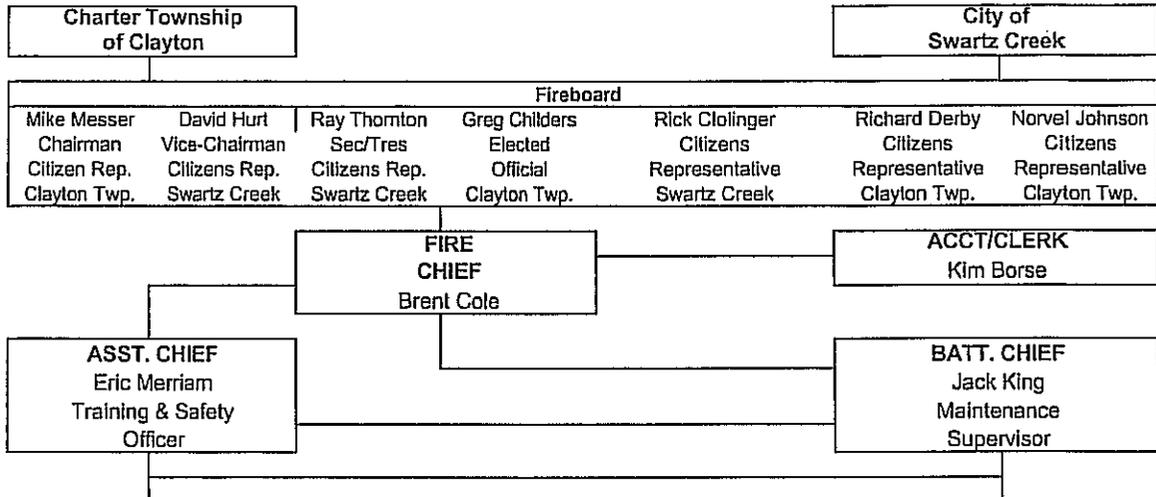
Name Brent Cole

P.O. # _____

Title Fire Chief Date 12/27/07

Swartz Creek Area Fire Department

Organization Chart



STATION 1				STATION 2			
Capt. Steve Tabit - Quarter Master				Capt. Dave Plumb - Asst. Qtrmstr, Coordinator, Run % Monitor			
Lt. Mike Treiger - Fire Prevention & Station 1 Assignments				Lt. Dave Jones - Vehicle Inspections & Station 2 Assignments			
Lt. Brendt Cole - Medical & Rehab Supplies				Lt. Rich Tesner - Uniforms			
	Leave Expires	Dir. Res. Start	Off Prob.		Leave Expires	Dir. Res. Start	Off Prob.
FF Rod Armstrong				FF Greg Baker			
FF James Bowers				FF James Barr II			
FF Rick Castano				FF Jarrad Brooks		07/16/07	
FF Tiffany Forbes				FF Ann Christofferson			
<i>FF Daniel Hill</i>			06/15/09	FF Anthony Davis		01/18/05	
FF Jeffery Jarrad				FF Lori McKerracher		05/31/01	
FF Jeffrey Kelley				FF Tim McKnight			
FF Todd Kimbrue				FF Karen Merriam			
<i>FF Dale Link</i>			09/21/10	FF Mark Merriam			
FF Scott Martin				<i>FF Ronald Miller</i>			06/15/09
FF Walter Melen				FF Bill Samida			
FF Brian Scott				FF Steve Webster			
FF Brian Stipes	Until 12/31/09			FF Joe Yambrick		7/20/09	
FF Kevin VanArsdale	Unknown	04/15/04					
FF Bryan Wistuba							
FS Bob Plumb							
RO Valerie Dow							
On personal leave/Medical=			2	On personal leave/Medical=			0
Suspended=			0	Suspended=			0
Non-Probationary Total =			11	Non- Probationary =			12
Probationary Total =			2	Probationary =			1
Firefighter Subtotal =			15	Firefighter Subtotal =			13
Radio Operators =			1	Radio Operators =			0
Support =			1	Support =			0
Station Personnel Total =			17	Station Personnel Total =			13

(1) probation to be extended due to medical leave

Total Officers =	9
Total Firefighters=	28
Support	1
Radio Operators =	1
Total active =	39

Name in italics = probationary status

Font = Suspension

Font = Leave of absence or sick leave

Firefighters with run direct status= 14 (9 Officers & 5 Firefighters)

Updated: 10/5/2009

Officers =	9
Active non-probationary =	23
Active probationary =	3
Active Radio Operators =	1
Support	1
Suspended=	0
Medical or extended leave =	2
Total dept. force =	39

"EXHIBIT A" Cedar Creek Town Homes Garbage Collection Agreement 10/26/2009

THE NORTHEAST 1/4 OF SECTION 3, T6N, R5E, CITY OF SWARTZ CREEK, COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTH 1/4 OF SECTION 3; THENCE S02°54'20"W, 304.32 FEET; THENCE S85°13'00"E, 67.0 FEET; THENCE N02°54'22"E, 305.70 FEET; THENCE N85°22'30"W, 499.96 FEET TO THE NORTH LINE OF SAID SECTION 3 TO THE POINT OF BEGINNING, THEREFROM THAT PART USED, TAKEN OR DEEDED FOR MILLER ROAD, CONTAINING 3.50 ACRES MORE OR LESS.

FLOOD PLAIN INFORMATION

THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE C, "AN AREA OF MINIMAL FLOODING". THE INFORMATION WAS OBTAINED FROM THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 260080-001-B, EFFECTIVE DATED NOVEMBER 1, 1979.

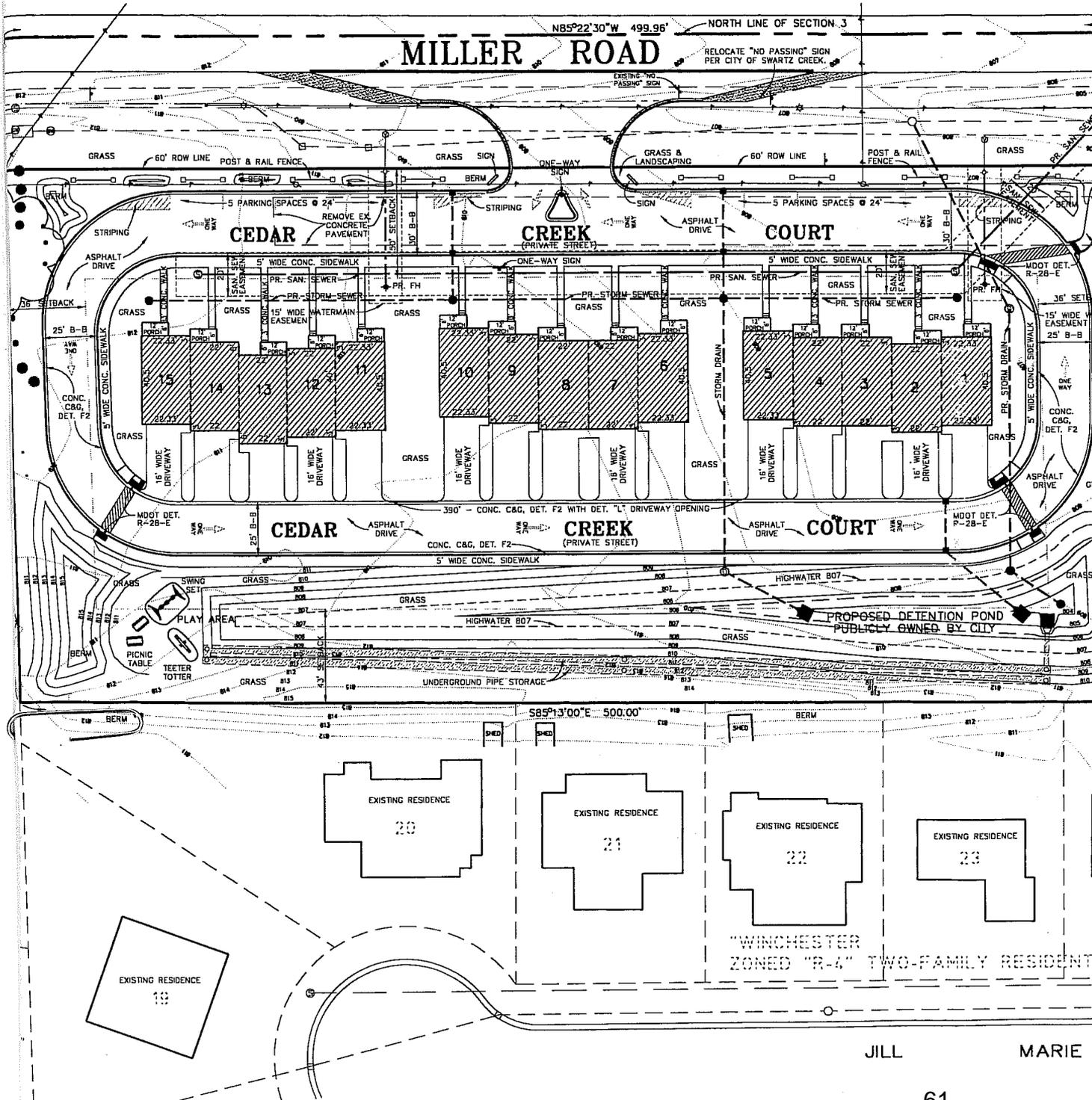
NOTE:

CEDAR CREEK COURT SHALL BE A PRIVATE STREET

SITE PLAN INFORMATION

LAND AREA = 3.50 ACRES (INCLUDES R.O.W. AREA)
 NET LAND AREA = 2.81 ACRES (EXCLUDES R.O.W. AREA)
 EXISTING ZONING = "NBD" NEIGHBORHOOD BUSINESS DISTRICT
 PROPOSED ZONING = "RM-1" MULTIPLE-FAMILY RESIDENTIAL DISTRICT WITH A "POD" PLANNED DEVELOPMENT DISTRICT
 MINIMUM LOT WIDTH = 200 FEET PROPOSED = 500 FEET
 MINIMUM FRONT SETBACK REQUIRED = 50 FEET (MAJOR THOROUGHFARE) PROPOSED = 67.0 FEET
 MINIMUM SIDEYARD SETBACK REQUIRED = 35 + 1 = 36 FEET PROPOSED = 57.2 FEET
 MINIMUM REAR YARD SETBACK REQUIRED = 35 + 8 = 43 FEET PROPOSED = 119.0 FEET
 PROPOSED NUMBER OF UNITS = 15 (3 BUILDINGS WITH 5 UNITS EACH)
 MAXIMUM LOT COVERAGE ALLOWED = 35% PROPOSED = 11.86% (INCLUDES PORCHES) & (NET LAND AREA)
 MAXIMUM BUILDING HEIGHT ALLOWED = 30 FEET PROPOSED = 26 FEET (AVERAGE ROOF HEIGHT)
 MINIMUM DENSITY REQUIRED = 4,600 SQ. FT. PER UNIT PROPOSED = 122,425 S.F./15 = 8,161 S.F. PER UNIT
 MAXIMUM DENSITY = 12 UNITS / ACRE PROVIDED = 5.34 UNITS / ACRE (NET LAND AREA)
 MINIMUM SPACE BETWEEN BUILDINGS REQUIRED = 25 FEET PROPOSED = 25 FEET
 TYPICAL UNIT FOOTPRINT AREA = 40.5' X 22' = 891 SQ. FT. (EXCLUDES PORCH)
 PARKING REQUIRED = 2 SPACES PER UNIT PLUS 20% GUEST = 36 SPACES REQUIRED
 PARKING PROVIDED = 2 SPACES IN EACH UNIT GARAGE = 30 SPACES
 2 SPACES IN EACH UNIT DRIVEWAY = 30 SPACES
 10 ADDITIONAL SHARED PARKING SPACES
 TOTAL PARKING PROVIDED = 70 SPACES PROVIDED
 TRASH PICKUP TO BE BY INDIVIDUAL HOME

CLAYTON TOWNSHIP
 ZONED "RE"
 RESIDENTIAL RURAL ESTATE



City of Swartz Creek

City Council Members

I Danny Nemer, the owner of Cedar Creek Town Homes property located at 9279 Miller road, with a private drive, Cedar Creek Court am requesting the service of curb side garbage waste/recycle pick up for the residents living at;

9263 Cedar Creek Court

9265 Cedar Creek Court

9267 Cedar Creek Court

9269 Cedar Creek Court

9271 Cedar Creek Court

Thank You, Danny Nemer

810-577-6848

10/07/2009

A handwritten signature in black ink that reads "Danny Nemer". The signature is written in a cursive style with a large initial "D".

**CITY OF SWARTZ CREEK
LAYOFF AMENDMENT TO
2009-2012 POLICE OFFICERS'
COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made this 26TH day of October, 2009 by and between the City of Swartz Creek (the "City" and also the "Employer"), Bethany Jaworski (the "Employee") and the Police Officers Labor Council (the "Union");

WHEREAS, the City and the Union are parties to that certain collective bargaining agreement for the term of July 1, 2009 through June 30, 2012 (the "CBA"); and

WHEREAS, for economic reasons, the City contemplates having to lay-off one full time employee in the Police Department; and

WHEREAS, pursuant to Article 7, Section 3 of the CBA between the City and the Union, all layoffs are to be "*in reverse seniority*;" and

WHEREAS, the Employee is employed as a full time police officer in the Police Department; and

WHEREAS, pursuant to Article 7, Section 3 of the CBA, the Employee would not be the next person to be laid off from the Police Department; and

WHEREAS, the Employee has asked the City that she be laid off instead of that officer employee who would otherwise be laid off pursuant to the application of Article 7, Section 3; and

WHEREAS, the Union has joined in that request and has asked that the CBA be amended to grant the Employee's desires, notwithstanding the provisions of Article 7, Section 3;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.** Notwithstanding the requirements of Article 7, Section 3 of the CBA, the Employee agrees to be the next bargaining unit employee laid off by the City, even though the Employee would not otherwise be laid off by the application of Article 7, Section 2 of the CBA.
- 2.** The Employee acknowledges that her being laid off by the City contrary to the reverse seniority order would be accomplished by the City in fulfillment of the request made by the Employee herself, which request is joined in by the Union.

3. The Employee acknowledges and understands that such a layoff request on her part is irreversible and that she cannot retract this request or alter her lay off status.
4. When the work force is increased and laid off employees are recalled to work, such recall, including the recall of the Employee, shall be *"according to seniority, in reverse order of layoff"* as provided for in Article 8, Section 1 of the CBA.
5. The City will not oppose the Employee's efforts towards obtaining unemployment compensation. The Employee and the Union acknowledge that the City has no control in the decision process, so therefore will not hold the City responsible for any decision resulting therefrom.
6. The City, at its sole expense, shall continue to provide medical, dental and eye glass insurance in accordance with Article 22, Section No. 1 of the CBA, for a period not to exceed thirty (30) days from the date of lay-off.
7. The City, Union and Employee agree that the date of layoff shall be Tuesday October 27, 2009. This agreement shall serve as proper notice of layoff.
8. This agreement is an amendment to the CBA for the 2009-2012 term and is limited to this specific Employee's request only. This agreement is not to be deemed a precedent for any purpose, nor is to be deemed a re-opening of the CBA negotiations for any purpose.
9. The Employee and the Union hereby release the City from any claims of any kind either of them may have as a result of the City accommodating this Employee's request.

(Signature Page to Follow)

CITY OF SWARTZ CREEK, MICHIGAN

A municipal corporation

By: **Richard A. Abrams**, Mayor

By: **Juanita Aguilar**, City Clerk

POLICE OFFICERS LABOR COUNCIL

Homer Lafrinere 10/16/09

By: **Homer Lafrinere**, Field Representative

EMPLOYEE:

Bethany Jaworski

Bethany Jaworski, Employee

BARGAINING TEAM:

GREGORY RACOSTA, Bargaining Team

Approved as to form:

Richard J. Figura, City Attorney



Office of Genesee County Sheriff

Robert J. Pickell - Sheriff
James Gage - Undersheriff
1002 S. Saginaw, Flint, MI 48502
(810) 257-3406
(810) 257-3077 FAX

September 29, 2009

Chief Rick Clolinger
Chief of Police
Swartz Creek Police Department
8100-A Civic Drive
Swartz Creek, MI 48473

Dear Chief Clolinger:

For over 25 years, my Office has been providing traffic enforcement throughout the County under a 416 Grant from the Office of Highway Safety Planning (OHSP). Under the new grant requirements, the Sheriff's Office must provide a Memorandum of Understanding (MOU) between the Sheriff's Office and all cities and villages within Genesee County. This shall serve simply as a commitment from the Sheriff to assist your agency, whenever requested, in a courteous and professional manner. This MOU in no way serves as a contract or any other legal document.

We look forward to continued service together keeping our sights on the common goal of serving our community with pride and excellence.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bob", written over the closing text.

ROBERT J. PICKELL
SHERIFF

**MEMORANDUM OF UNDERSTANDING BETWEEN
OFFICE OF GENESEE COUNTY SHERIFF AND
SWARTZ CREEK POLICE DEPARTMENT
RE: PUBLIC ACT 416**

This Law Enforcement Plan is written pursuant to the provisions of Public Act 416 of 1978, as amended by Act 313 of the Public Acts of 1982, being Sections 51.76 ad 51.77 of the Michigan Compiled Laws. This Plan exists between the Office of Genesee County Sheriff and Swartz Creek Police Department.

The established principle of mutual cooperation and assistance between the two Agencies has served to enhance the level of law enforcement. It is, therefore, agreed between the Agencies that the following is the official policy with regard to patrolling roads within Genesee County:

1. The efficient, courteous, professional service to the public shall be the primary concern of both Agencies.
2. Whenever the need shall arise that the Sheriff's Office is requested, directly dispatched, or comes upon the need for traffic enforcement, it shall be handled in a professional manner maintaining the goals and objectives of that respective Agency.
3. This agreement in no way minimizes the importance of the partnering Agency, rather establishes a professional relationship where the Sheriff's traffic resources may be used to enhance the police service to that community.
4. Whenever unusual conditions exist which require increased law enforcement services in their respective jurisdiction, the primary Agency may request additional traffic resources based on the needs of the situation.

A copy of this Plan, signed by both Agencies, shall be provided to the Office of Highway Safety Planning upon request.



Sheriff Robert J. Pickell
Office of Genesee County Sheriff

Chief Rick Clolinger
Swartz Creek Police Department

9-29-09
Date

Date



GENESEE COUNTY ROAD COMMISSION

AN EQUAL OPPORTUNITY EMPLOYER

211 WEST OAKLEY STREET
FLINT, MICHIGAN 48503-3995
PHONE (810) 767-4920
TOLL FREE (800) 249-4027

Website - www.gcrc.org
Fax (810) 767-5373 - Administration
Fax (810) 767-3634 - Maintenance
BOARD MEETINGS - TUESDAYS @ 10 A.M.

DAVID L. MILLER
Chairperson

JAMES A. POMEROY
Vice-Chairperson

BILLY W. BRADSHAW
Commissioner

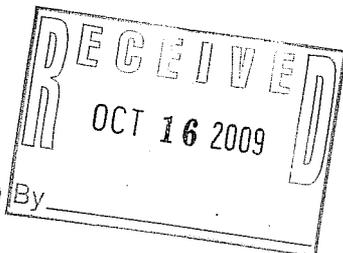
K. MICHAEL HARVEY
Commissioner

ROBERT C. JOHNSON
Commissioner

October 15, 2009

Lou Fleury, P.E.
Rowe

540 S. Saginaw Street, Suite 200
PO Box 3748
Flint, Michigan 48502



Subject: Proposed **Morrish Road Improvements for Meijer's Development**, Clayton Township

Dear Lou:

We are in receipt of your October 5, 2009 correspondence addressing our July 16, 2009 letter. A preliminary plan was received on September 15, 2009.

Based on the submitted information, we are in agreement with the following improvements at this time:

East and west bound Bristol Road:

- Construct to allow for a future left turn lane. The EOM to EOM width shall be 39'. (See attached drawing.)

North bound Morrish Road:

- The three lane segment as proposed is acceptable.

South bound Morrish Road:

- Construct a left turn lane with minimum dimensions of 100' storage, 75' gap, 300' taper (55 mph). As proposed the plan exceeds these requirements and is acceptable.

Signal:

- As the warrants are not met, no signal is to be installed at this time, which is in agreement with the Traffic Impact Study prepared by Tetra Tech.

Lou Fleury, P.E.
Page Two
October 15, 2009

At this time, please submit two copies of detailed plan and profile sheets for the intersection improvement for our review. The following items will need to be included in the design:

- Bristol Road will have 12 foot wide lanes.
- The curb in the GCRC jurisdiction will be D2 (2.5' wide).
- Shoulder width will be 8 feet wide on Morrish and Bristol
- Pavement design calculations will need to be submitted.
- Full depth reconstruction will be required for the GCRC jurisdiction.
- Acquisition of 50' ROW for the entire Meijer parcel along Bristol Road is required.
- Acquisition of additional ROW consisting of "triangles" with 25' legs measured from the ROW intersection corner for the NE and SW corners of the intersection.

All ROW acquisition must be complete prior to issuance of the GCRC permit.

Future phases of the development will require submittals of traffic impact studies and plans for GCRC's review.

We look forward to achieving a satisfactory intersection for the traveling public. If you have any questions, please call.

Sincerely,
GENESEE COUNTY ROAD COMMISSION



Susan Charnesky, P.E.
Project Engineer

Enc.

Cc: JHD, FP, RH, BW, file
Paul Bueche, City of Swartz Creek, 8083 Civic Drive, Swartz Creek 48473
Jeff Hillemonds, Progressive AE, 1811 4 Mile Road, NE, Grand Rapids 49525



REVIEWED
 OCT 15 2009

Genesee County Road Commission
 Division of Traffic Engineering & Permits

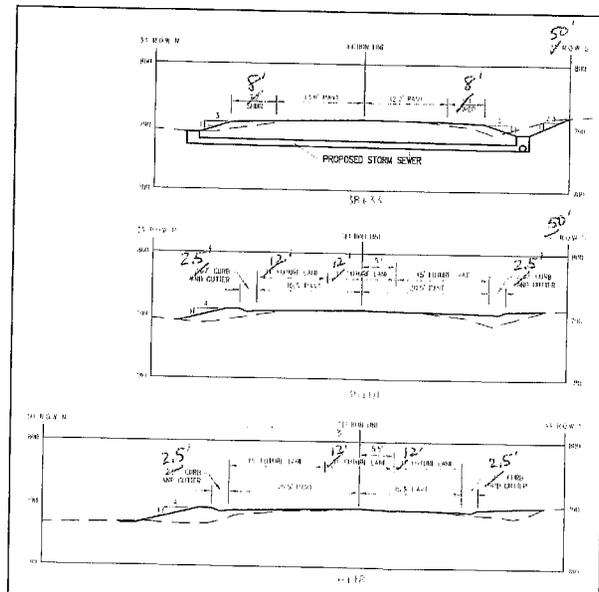
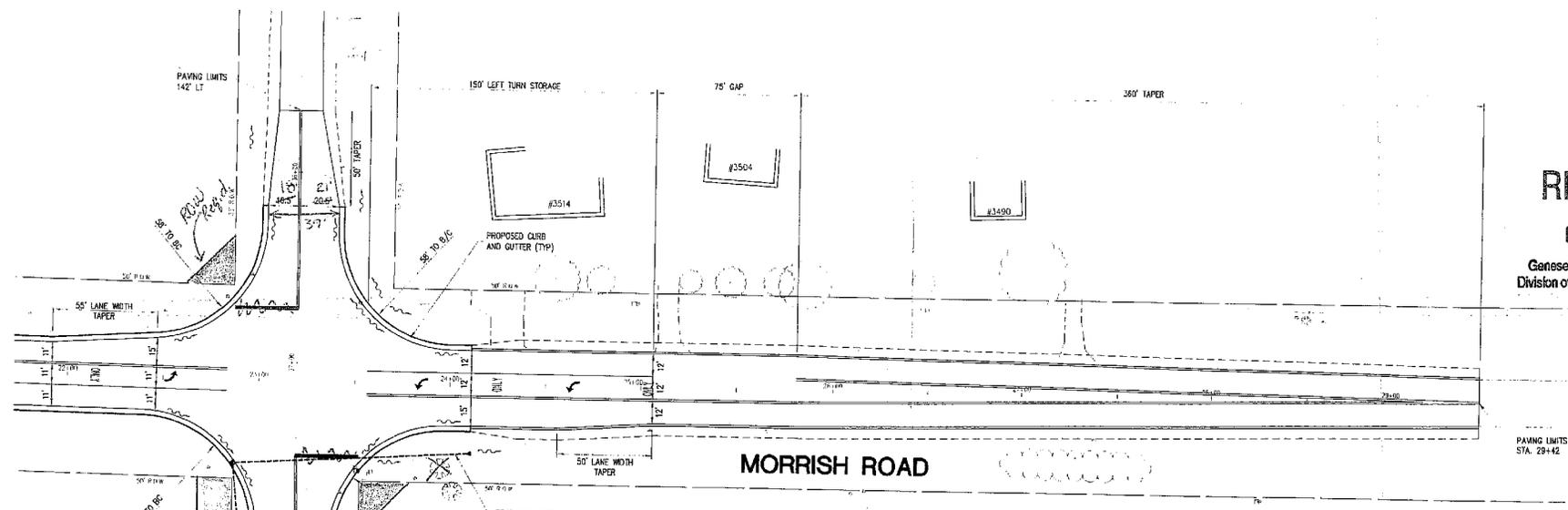
PLAN DATE: AUGUST 2009
 PROJECT MGR:
 REVIEWER: L.P.F.
 SCALE: 1" = 30'

ROWE PROFESSIONAL SERVICES COMPANY
 C: (810) 341-7500
 F: (810) 341-7573
 www.roweinc.com

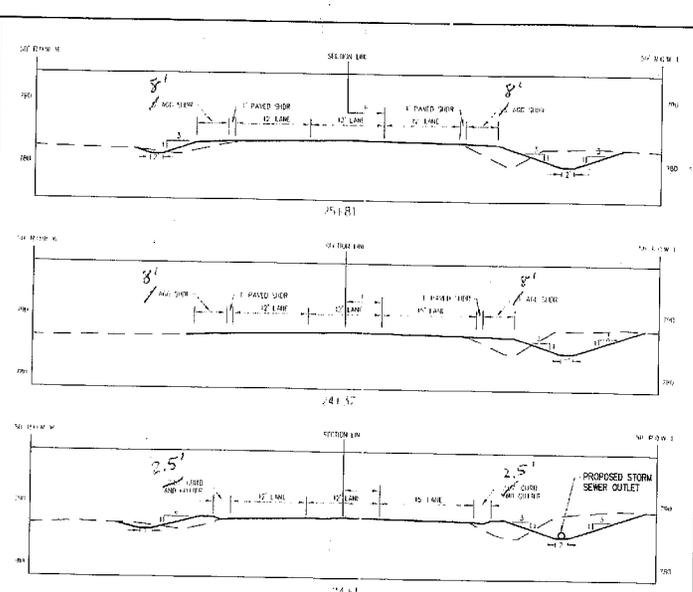


PREPARED FOR
GENESEE COUNTY ROAD COMMISSION
INTERSECTION IMPROVEMENTS
 MORRISH ROAD AND BRISTOL ROAD
 PRELIMINARY LAYOUT

REV:
 SHEET 1 OF 1
 JOB No: 08C0159



BRISTOL ROAD CROSS SECTIONS

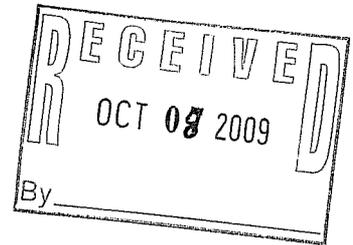


MORRISH ROAD CROSS SECTIONS

SCALE HERE: 1" = 30'
RECEIVED

*** INVOICE ***

Genesee County Road Commission
211 W. Oakley Street
Flint, MI 48503-3995
Phone: 810-767-4920



0047

City Of Swartz Creek
Attn: Accounts Payable Dept.
8083 Civic Drive
Swartz Creek, MI 48473-1498

Invoice Number 702747
Invoice Date 09/30/2009
Work Order Number D86100
201 General Fund
Raubinger Road Bridge
over Swartz Creek

Completion Invoice #2: City of Swartz Creek

Project Name: Raubinger Road Bridge Replacement
Project Number: 65-D861

Following the agreement with the City of Swartz Creek dated
December 17, 2007

Work Type: Bridge Replacement

Construction Cost in Project Agreement:	\$ 500,000.00
Engineering & Inspection Cost in Project Agreement:	125,000.00
Right of Way Costs in Project Agreement:	5,000.00
Total Project Cost in Project Agreement:	630,000.00
Estimated City Participation in Project Agreement:	77,500.00
Estimated Construction Cost:	517,223.26
Estimate Local Participation of Construction Cost:	25,861.16
Estimate Engineering & Inspection Cost (25% Construction):	129,305.82
Estimate Total Local Participation Cost:	155,166.98
Estimated City Participation (@50%):	77,583.49
Amount Due - 90% of City Participation:	69,825.14
City Previously Invoiced:	37,776.58
Balance Due:	\$ 32,048.56

10/9/09 pd

A Finance Charge of 1.5% per month will be added to all past due accounts

Please refer to Invoice Number on all inquiries



COMMUNITY DEVELOPMENT PROGRAM

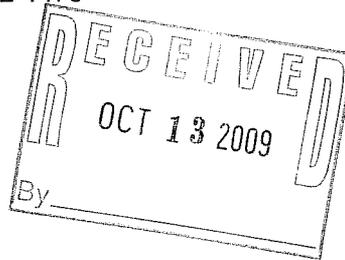
ROOM 223 – 1101 BEACH STREET
FLINT, MICHIGAN 48502-1470

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

JULIE A. HINTERMAN
DIRECTOR-COORDINATOR

October 8, 2009

Juanita Aguilar
Clerk
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473



SUBJECT: Genesee County Community Development Program – Proposed Change in Program Year

Dear Ms. Aguilar:

Recently staff has had discussions with the Department of Housing and Urban Development a possible change in the Community Development Program Year from May 1 to July 1. Since the inception of the Community Development programming, a May 1 start date has been in effect, which allowed for the commencement of Community Development Block Grant projects, HOME projects and homeless programming at that time.

The Michigan State Housing Development Authority recently proposed a change to their program year to July 1 and other large communities around the state are considering the change as well. If Genesee County made this change, the program year would be in line with the program years for the State and other communities around Michigan receiving HUD community development funding. This change would provide additional time for staff to complete the upcoming annual action plan for the 2010 program year, which is important with all of the new programming recently implemented.

With this change, the program year would begin July 1, 2010, providing for a 14 month time frame between the 2009 and 2010 program years. Recipients of public service dollars, allocated annually, would be affected by this change, as they would have to review their 2009 budgets to extend them an additional 60 days.

As a recipient of Community Development Block Grant funding, we are asking your community to provide feedback regarding this proposed change. We would like a response by **October 21, 2009**. Responses can be faxed to my attention at 257-3185 or emailed to cdurgan@co.genesee.mi.us. This input will be evaluated before any final recommendation is made on the proposed change.

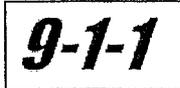
Sincerely,

Christine A. Durgan, Principal Planner

cc: Paul Bueche, City Manager

CD:pc





GENESEE COUNTY REVERSE 911 COMMUNITY NOTIFICATION SYSTEM
CELLULAR, VOICE OVER INTERNET (VoIP) & UNLISTED PHONE NUMBER ENROLLMENT

Dear Genesee County Resident:

The Genesee County 9-1-1 Communications Center would like to invite you to register your **Cellular, Voice Over Internet (VoIP) or Unlisted** telephone number so that we, or your local unit of government, may notify you of situations that may have an impact on you and your loved ones. Reverse 911 is a telephone notification system we use to notify the public of significant incidents effecting local neighborhoods and specific geographic areas within the county.

Once registered, your telephone numbers will not be used for any other purpose. Your numbers will remain absolutely confidential. Messages delivered to your telephone number will always be brief, informative, and provide you with direction to ensure the safety of your family, home or business.

Please take a moment and fill out this registration form to provide us with the most up to date information regarding your home or business telephone numbers. Please include any cell phone, TTY/TDD or any unlisted numbers, and if you have multiple telephone numbers for the same location, please place the primary telephone in the first place provided. This information will allow us to remove unnecessary duplicate entries from the Reverse 911 system to ensure its efficiency and effectiveness. With your assistance, we can quickly notify you of significant pending events. A phone number can only be listed to ONE specific address. Use separate forms if you are sending in information for your residence and or business address. Please submit your completed form to either:

MAIL: Genesee County 9-1-1 Communications Center
Attention: Reverse 911
4481 Corunna Road Flint, Michigan 48532

E-MAIL:

----- If Mailing, Please Detach and Submit Below -----

PLEASE ADD MY INFORMATION PLEASE DELETE MY INFORMATION

CONTACT NAME: _____ RESIDENCE BUSINESS

STREET NO: _____ STREET NAME: _____ APARTMENT: _____

CITY: _____ TOWNSHIP: _____ ZIP CODE: _____

RESIDENTIAL: Phone #1 Phone #2 Phone #3

BUSINESS: _____

CELLULAR: _____

TTY / TDD: _____

Enter up to three (3) phone numbers per phone type with no dashes (i.e. 8105551212)

VERY IMPORTANT
IT IS NECESSARY TO SUBMIT ALL
LAND-LINE/VOIP PHONE NUMBERS
DUE TO ADDRESS & PHONE NUMBER CHANGES

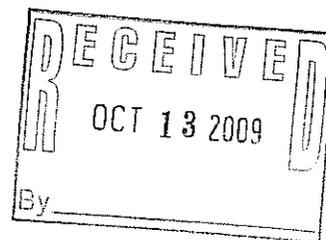
By submitting this Reverse 911 Registration form to Genesee County 9-1-1, I am specifically giving Genesee County 9-1-1 permission to use my telephone numbers to provide me with significant information pertinent to myself, my family, and/or my residence or business located in Genesee County.

Signature: _____ Date: _____

Mail To: Genesee County 9-1-1 Communications Center
Attention: Reverse 911
4481 Corunna Road Flint, Michigan 48532



36250 Van Dyke Ave.
Sterling Heights, MI 48312
www.comcast.com



October 8, 2009

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

Dear Mr. Bueche:

I am writing to share some exciting news. **Beginning on or about November 10, 2009 we at Comcast will be enhancing our network in Swartz Creek and delivering the world of digital entertainment to current Comcast Standard Basic subscribers.**

The way people watch TV, listen to music, or surf the Internet is evolving to a digital world. In an effort to keep our customers ahead of that digital curve and to provide them with the products and services they want, we will be enhancing our services in order to allow our customers to enjoy the benefits of digital technology. **This is not a promotional offer – when completed, customers will be able to enjoy these exciting new features:**

- Access to thousands of hours of free programming On Demand;
- An on-screen programming guide, with search and parental control functions;
- A commercial-free music service with over 40 channels of uninterrupted music;
- Up 1,000 HD Choices
- One full-featured digital set-top box and one universal remote control;
- Up to two Digital Adapters and remote controls for secondary TVs;
- And more entertainment options than ever before.

In order to bring customers in Swartz Creek these new features, channels AMC (ch.27), Animal Planet (ch. 24), Cartoon (ch. 42), EI (ch.61), FX (ch. 63), GAC (ch. 60), Syfy (ch. 46), TCM (ch. 62), Travel (ch. 51), truTV (ch. 36), TV Land (ch. 53), and Versus (ch. 68) will be transmitted only in digital format on or after November 10 and the remaining Standard Basic channels will be transmitted only in digital format on or after December 9, 2009. **This means that customers will need to have a digital cable box, digital adapter, or CableCard for each television on which they wish to continue viewing these channels.** If a customer does not obtain digital equipment by the time this digital enhancement is completed, their service will be changed to Limited Basic (channels 2-12, 15-22, 95, 96 and 99) and their price reduced accordingly.

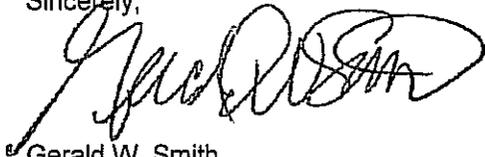
In order to make this enhancement as seamless as possible for our customers, starting on or about July 30 Comcast began providing one digital set-top box and up to two digital adapters to its current Standard Basic Cable customers at **no additional cost**. If a customer requests **more** than the two digital adapters and one digital set-top box included as part of the Standard Basic Cable package, they will be charged a monthly service charge of \$1.99 for each additional digital adapter. The standard monthly service charge **for** each additional digital set-top box applies.

All customers need to do is call at 1-877-634-4434, go on-line, or visit a Comcast service center to determine the best solution for their homes and receive their digital devices.

Enclosed please find copies of the notices being provided by Comcast to its customers. These notices provide further detailed information.

As always, if you should have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 586-883-7075.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald W. Smith". The signature is fluid and cursive, with a large loop at the end.

Gerald W. Smith
Government Affairs Manager
Comcast, Michigan Region

Enclosures



October 9, 2009

[Customer Name]
[123 Street Name]
[City, State 12345]

Unique Digital ID#
[XXXXXXXXXXXXXXXXXX]

IMPORTANT: ACTION REQUIRED

- We at Comcast are enhancing our network in your area to provide you digital-quality service. As a result, on or after November 10, 2009, you will need a digital device or CableCard for each TV to continue receiving channels 13 & 23-70.
- Up to three digital devices are now included with your cable package to ensure uninterrupted access to these channels at no additional cost.
- **It's easy to order your equipment.** Simply Click Comcast.com/digitalnow or Call 1-877-634-4434 and answer some basic questions using the Unique Digital ID at the top of this letter.

Dear Valued Customer:

Comcast is improving the services that we deliver to your community. We're enhancing our network in order to provide more services and benefits. After the completion of the network enhancement, you'll enjoy digital picture and sound on your favorite channels like CNN, Disney, ESPN, USA and The Weather Channel, access to over 10,000 On Demand titles and even more new channels. Today we deliver over 1,000 HD choices and smarter home phone features. In the future we will deliver even more HD choices, faster Internet speeds and more entertainment options than ever before.

In order to bring you the benefits of the network enhancement, your Standard Basic channels (13 & 23-70) will be transmitted exclusively in digital format starting on or after November 10, 2009. Channels 2-12, 15-22, 95, 96 and 99 are unaffected by this change. Please refer to the backside of this notice and enclosed brochure for further details.

To continue viewing the Standard Basic channels (13 & 23-70) after November 10, 2009, you will need digital equipment or CableCARD on all your TVs connected to cable. Comcast will provide you with one digital cable box and up to two digital adapters at no additional cost.

You'll need the right digital equipment.

If you have not already ordered your digital equipment, you should contact us no later than November 3, 2009 to **order your digital cable box at no additional cost** for the primary TV in your home. With the digital cable box, you'll enjoy amazing benefits like:

- Digital picture and sound on Standard Basic channels, like Lifetime, History, USA & ESPN.
- Access to thousands of On Demand titles & over 1,000 HD choices
- And more, like the onscreen program guide!

For other TVs in your home, Comcast will provide **up to two digital adapters at no additional cost**. With the digital adapters your TVs will get crisp digital picture and sound on your Standard Basic channels and access to additional channels like Lifetime Movie Network, Hallmark and C-SPAN2. Digital adapters do not receive all the same great features of the digital cable box like the onscreen program guide and access to On Demand.

Here's what you need to do.

Comcast makes it easy for you to get the equipment you need. Simply Click Comcast.com/digitalnow or Call 1-877-634-4434 and answer some basic questions using the **Unique Digital ID** at the top of this letter. We'll send you all the equipment you need to install. Once you receive and install your equipment (it's simple!), those TVs will receive Standard Basic channels without service interruption. Be sure to call no later than **November 3, 2009** to avoid any possible service interruptions that may result from this network enhancement. **After that, you're all done. Yes, That's All.**

Sincerely,

Michael A. Cleland
Vice President, Operations

PS: If you do not have Comcast digital equipment on TVs connected to cable by December 9, 2009, you will not be able to view Standard Basic Channels on those TVs. That's why it's important that you contact us without delay.

Not all programming and services available in all areas. Limited to residential customers receiving the Standard Basic service level. Pricing subject to change. Standard monthly charges apply for digital cable box and remote on additional outlets. Applicable equipment, installation, taxes and franchise fees extra. HD cable box may be required to receive HD channels. On Demand selections subject to charge indicated at time of purchase. HD choices include Comcast HD channel line up and HD programming available On Demand. Actual number of On Demand titles and HD choices will vary depending on subscription level or package. Actual Internet speeds vary and are not guaranteed. ©2009 Comcast. All rights reserved.

IMPORTANT INFORMATION ABOUT YOUR CABLE SERVICE

On November 10, 2009, the following channels will begin to be transmitted in digital format. A Comcast digital cable box, digital adapter or CableCARD will be required to view these channels.

Ch #	Channel Name
24	Animal Planet
27	AMC
36	truTV
42	Cartoon Network
46	Syfy
51	Travel Channel
53	TV Land
60	GAC
61	E!
62	TCM
63	FX
68	Versus

On December 9, 2009, the following channels will begin to be transmitted in digital format. A Comcast digital cable box, digital adapter or CableCARD will be required to view these channels.

Ch #	Channel Name	Ch #	Channel Name
13	ESPN	45	History
23	The Discovery Channel	47	ABC Family
25	TNT	48	Nickelodeon
26	TBS	49	Food Network
29	ESPN2	50	Fox News Channel
30	FSN Detroit	52	Comedy Central
31	CNN	54	The Golf Channel
32	CNN Headline News	55	Speed Channel
33	The Weather Channel	57	TV One
34	MTV	58	BET
35	VH1	59	HGTV
37	Spike TV	65	Big Ten Network
38	USA Network	67	Disney Channel
40	Lifetime	69	MSNBC
41	A&E	70	Discovery Health Channel
44	CNBC		

Channels available upon connecting your new digital equipment:

Ch #	Channel Name	Ch #	Channel Name
19	WDCQ-19 (PBS) Bay City [^]	292	WJRT Live Well [^]
90	Leased Access [^]	293	WJRT Weather [^]
100	TV Guide Network [^]	294	ION Ann Arbor [^]
104	C-SPAN2 ^{^^}	391	Inspiration ^{^^}
119	Lifetime Movie Network ^{^^}	392	TBN ^{^^}
137	Hallmark Channel ^{^^}	393	EWTV ^{^^}
287	WFUM DT Create [^]	398	CTND [^]
289	WDCQ World [^]	900	Comcast Television [^]
290	WDCQ Create [^]	901	CTV2/FSN PLUS [^]

Restrictions apply. Service not available in all areas. Call for details.

[^]Available to customers who subscribe to Limited Basic Service and use Digital equipment or CableCard.

^{^^}Available to customers who subscribe to Standard Basic Service and use Digital equipment or CableCard.



October 9, 2009

[Customer Name]
 [123 Street Name]
 [City, State 12345]

Unique Digital ID#
 [XXXXXXXXXXXXXXXXXX]

IMPORTANT: ACTION REQUIRED

- We at Comcast are enhancing our network in your area to provide you digital-quality service. As a result, on or after November 10, 2009, you will need digital equipment or a CableCARD for each TV to continue receiving channels 13 & 23-70.
- Up to two digital adapters are now included with your cable package to ensure uninterrupted access to these channels at no additional cost.
- It's easy to order your equipment. Simply Click Comcast.com/digitalnow or Call 1-877-634-4434 and answer some basic questions using the Unique Digital ID at the top of this letter.

Dear Valued Customer:

Comcast is improving the services that we deliver to your community. We're enhancing our network in order to provide more services and benefits. After the completion of the network enhancement, you'll enjoy digital picture and sound on your favorite channels like CNN, Disney, ESPN, USA and The Weather Channel, access to over 10,000 On Demand titles and even more new channels. Today we deliver over 1,000 HD choices and smarter home phone features. In the future we will deliver even more HD choices, faster Internet speeds and more entertainment options than ever before.

In order to bring you the benefits of the network enhancement, your Standard Basic channels (13 & 23-70) will be transmitted exclusively in digital format starting on or after November 10, 2009. Channels 2-12, 15-22, 95, 96 and 99 are unaffected by this change. Please refer to the backside of this notice and enclosed brochure for further details.

To continue viewing the Standard Basic channels (13 & 23-70) after November 10, 2009, you will need digital equipment or CableCARD on all your TVs connected to cable. Comcast will provide you with digital adapters for up to two TVs at no additional cost.

You'll need the right digital equipment.

If you have not already ordered your digital equipment for TVs without a Comcast digital cable box or CableCARD, you should contact us no later than November 3, 2009 to receive **up to two digital adapters at no additional cost.**

With the digital adapters your TVs will get crisp digital picture and sound on your Standard Basic channels like Lifetime, History, USA and ESPN. But, digital adapters do not offer all of the benefits of a digital cable box such as On Demand or an interactive program guide. Additional digital adapters beyond the first two are available for a monthly charge of \$1.99 each.

Here's what you need to do.

Comcast makes it easy for you to get the equipment you need. Simply Click Comcast.com/digitalnow or Call **1-877-634-4434** and answer some basic questions using the **Unique Digital ID** at the top of this letter. We'll send you all the equipment you need to install. Once you receive and install your equipment (it's simple!), those TVs will receive Standard Basic channels without service interruption. Be sure to call no later than **November 3, 2009** to avoid any possible service interruptions that may result from this network enhancement. **After that, you're all done. Yes, That's All.**

Sincerely,

Michael A. Cleland
 Vice President, Operations

Restrictions apply. Not all programming and services available in all areas. Limited to residential customers receiving the Standard Basic service level. Pricing subject to change. Standard monthly charges apply for digital cable box and remote on additional outlets. Applicable equipment, installation, taxes and franchise fees extra. To receive HD channels, an HD television (not provided) and HDTV equipment are required. To receive On Demand, music service and the on-screen programming guide, a digital receiver on each outlet is required. On Demand, music service and the on-screen programming guide is not available with a CableCARD or Digital Adapter. Actual number of On Demand titles and HD choices may vary depending on subscription level or package. Call for details. © 2009 Comcast. All rights reserved.

IMPORTANT INFORMATION ABOUT YOUR CABLE SERVICE

On November 10, 2009, the following channels will begin to be transmitted in digital format. A Comcast digital cable box, digital adapter or CableCARD will be required to view these channels.

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62	TCM
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26	TBS	49	Food Network
29	ESPN2	50	Fox News Channel
30	FSN Detroit	52	Comedy Central
31	CNN	54	The Golf Channel
32	CNN Headline News	55	Speed Channel
33	The Weather Channel	57	TV One
34	MTV	58	BET
35	VH1	59	HGTV
37	Spike TV	65	Big Ten Network
38	USA Network	67	Disney Channel
40	Lifetime	69	MSNBC
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90	Leased Access [^]	293	WJRT Weather [^]
100	TV Guide Network [^]	294	ION Ann Arbor [^]
104	C-SPAN2 ^{^^}	391	Inspiration ^{^^}
119	Lifetime Movie Network ^{^^}	392	TBN ^{^^}
137	Hallmark Channel ^{^^}	393	EWTV ^{^^}
287	WFUM DT Create [^]	398	CTND [^]
289	WDCQ World [^]	900	Comcast Television [^]
290	WDCQ Create [^]	901	CTV2/FSN PLUS [^]

Restrictions apply. Service not available in all areas. Call for details.

[^]Available to customers who subscribe to Limited Basic Service and use Digital equipment or CableCard.

^{^^}Available to customers who subscribe to Standard Basic Service and use Digital equipment or CableCard.

Digital Channel Guide

Soon even more of your channels will be transmitted exclusively in digital format.

These Limited Basic Service channels are available without digital equipment*:

2 WJBK-2 (FOX) Detroit	12 QVC
3 WFUM-28 (PBS) Flint	15 WBSF-46 (CW) (via WEYI-DT)
4 My 5 TV Flint (via WNEM-DT)	16 HSN
5 WNEM-5 (CBS) Flint	17 Community Access
6 WEYI-25 (NBC) Flint	18 Educational Access
7 WJRT-12 (ABC) Flint	21 WKAR-23 (PBS) Lansing
8 WSMH-66 (FOX) Flint	22 TLC
9 WKBD-50 (CW) Detroit	95 WGN
10 WAQP-49 (TCT) Saginaw	96 C-SPAN
11 WXYZ-7 (ABC) Detroit	99 CBET-9 (CBC) Windsor

These Standard Basic channels will require a digital receiver, CableCARD or adapter on or after November 10, 2009:

24 Animal Planet	53 TV Land
27 AMC	60 GAC
36 truTV	61 EI
42 Cartoon Network	62 TCM
46 Syfy	63 FX
51 Travel Channel	68 Versus

These Standard Basic channels will require a digital receiver, CableCARD or adapter on or after December 9, 2009:

13 ESPN	45 History
23 The Discovery Channel	47 ABC Family
25 TNT	48 Nickelodeon
26 TBS	49 Food Network
29 ESPN2	50 Fox News Channel
30 FSN Detroit	52 Comedy Central
31 CNN	54 The Golf Channel
32 CNN Headline News	55 Speed Channel
33 The Weather Channel	57 TV One
34 MTV	58 BET
35 VH1	59 HGTV
37 Spike TV	65 Big Ten Network
38 USA Network	67 Disney Channel
40 Lifetime	69 MSNBC
41 A&E	70 Discovery Health Channel
44 CNBC	

Channels available upon connecting your new digital equipment:

19 WDCQ-19 (PBS) Bay City^	292 WJRT Live Well^
90 Leased Access^	293 WJRT Weather^
100 TV Guide Network^	294 IDN Ann Arbor^^
104 C-SPAN2^^	391 Inspiration^^
119 Lifetime Movie Network^^	392 TBN^^
137 Hallmark Channel^^	393 EWTN^^
287 WFUM DT Create^	398 CTND^
289 WDCQ World^	900 Comcast Television^
290 WDCQ Create^	901 CTV2/FSN PLUS^

Please go online for specific details.

Restrictions apply. Service not available in all areas. Call for details.

*Some broadcast channels may vary based on designated market area.

^Available to customers who subscribe to Limited Basic Service and use Digital equipment or CableCARD.

^^Available to customers who subscribe to Standard Basic Service and use Digital equipment or CableCARD.



**Click or Call.
Install.
That's All.**

Comcast.com/digitalnow
1-877-634-4434

Use this brochure to answer questions you have and to learn about the network enhancement taking place.



**We're enhancing
our network.
Read all about it.**

Find out if you have the right digital equipment.

Your guide to Comcast's network enhancement beginning on: **November 10, 2009.**

Inside:

- Digital Channel Guide
- What You Need to Know
- Choose What's Right for You

For:

Burton, Clio, Flint City, Flint Twp., Flushing, Flushing Twp., Gaines Twp., Genesee Twp., Grand Blanc Twp., Grand Blanc City, Holly City, Holly Twp., Mt. Morris, Mt. Morris Twp., Mundy Twp., Richfield Twp., Rose Twp., Swartz Creek, Vienna Twp.

Comcast.

Comcast.

What you need to know.

	Comcast Network Enhancement
What is it?	Comcast will be transmitting channels 13 & 23-70 exclusively in digital format. Channels 2-12, 15-22, 95, 96 & 99 are not impacted.
When?	Starting on or after November 10, 2009 for your service area.
Why is this happening?	This change will allow Comcast to offer digital benefits to all Standard Basic customers, as well as other exciting new services in the future.
What channels are being affected?	Cable channels 13 & 23-70, including CNN, Disney, ESPN, USA and The Weather Channel.
Who is affected and what equipment will I need?	Comcast customers subscribing to a package that includes Standard Basic service will need to have a digital receiver, digital adapter, or CableCARD on all TVs connected to cable.
What's the difference in equipment?	A digital adapter delivers only Limited Basic and Standard Basic channels. A digital receiver will give you access to these channels as well as On Demand, 46 channels of music, the on-screen guide, parental controls and other features. Both include remote controls.
What is the cost?	One full-featured digital receiver, and up to two digital adapters, are available with Standard Basic and Digital packages. Beyond three devices, additional equipment and service charges apply depending on your cable service subscription.
I don't want to lose channels! What do I need to do?	Call 1-877-634-4434, or visit comcast.com/digitalnow so we can assess your digital needs.

Choose what's right for you. Not sure which digital equipment you need? Check out what each choice gives you.

With this equipment on your TV...	Here's what you'll receive...
Full-featured digital receiver 	<ul style="list-style-type: none"> ■ All the channels you had before plus channels like EWTN, Hallmark Channel, and Lifetime Movie Network, with digital picture and sound ■ Access to over 10,000 On Demand titles ■ Interactive on-screen program guide ■ 46 channels of commercial-free music
Digital adapter 	<ul style="list-style-type: none"> ■ Comcast's Cable channels 2-70, 95, 96 & 99, as well as digital channels you don't currently receive like WFUM DT Create, WDCQ World, EWTN, Hallmark Channel, and Lifetime Movie Network.
No digital equipment	<ul style="list-style-type: none"> ■ Comcast's Limited Basic channels 2-12, 15-22, 95, 96 & 99.

Click or Call. Install. That's All. Comcast.com/digitalnow | 1.877.634.4434

Restrictions apply. Service not available in all areas. Limited to residential customers. Not available to Limited Basic only customers. Applicable equipment, installation, taxes and fees extra. Digital receiver and remote required to receive On Demand services. Actual number of On Demand titles may vary depending on subscription level or package. Pricing and service options subject to change.
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Comcast.



October 9, 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 November 10, 2009. Customers will be notified of these changes by newspaper notice.

- Style (ch. 66) will move from Standard Basic to Digital Starter.
- Style (ch. 118) will be added to Digital Starter.
- Univision will move from Limited Basic to Digital Classic and remain on channel 98.
- Movieplex will move from Digital Starter to Digital Classic and remain on channel 149.

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 586-883-7075 with any questions you may have.

Sincerely,

Gerald W. Smith
Government Affairs Manager
Comcast, Michigan Region
36250 Van Dyke Ave.
Sterling Heights, MI 48312

Paul Bueche

From: Pestle, John W [jwpestle@varnumlaw.com]

Sent: Friday, October 09, 2009 3:31 PM

To: Pestle, John W

Subject: FCC to Act on Cell Zoning, PEG Matters

The FCC's Chairman says the agency will be acting soon on cell tower zoning and PEG channel cases of interest to municipalities.

Cell Tower Zoning: In a speech to the cell phone industry this week he said that:

"On the issue of tower siting, we have heard your call. This issue is ripe for action. I have consulted with my fellow Commissioners, and in the near future we are going to move forward with a shot-clock proposal designed to speed the [cell tower zoning] process, while taking into account the legitimate concerns of local authorities. This was your idea, and we're working on other ways to improve the tower siting process".

It is unclear what the "proposal" will be. Chairman Genachowski was referring to a 2008 cell phone company petition for a ruling that cell tower zoning applications are automatically deemed granted if there is no final action by a municipality in 75 days, 45 days for an antenna on an existing site. We filed comments opposing the petition, as did many communities. Chairman Genachowski's speech is on our web site at <http://www.varnumlaw.com/Services/Cable-Telecommunications/Recent-Developments> .

PEG Channels: In a letter released this week, Chairman Genachowski expressed favorable views on PEG channels, and said that he "hopes" the FCC will act "in the near future" on the City of Lansing's, Alliance for Community Media's, and Dearborn/Meridian Twp's PEG channel petitions to the FCC. These cases challenge AT&T's provision of PEG channels in an inferior manner, different from that of all other channels, and Comcast's movement of PEG channels to digital tiers. Many municipalities filed comments in these cases earlier this year, and we filed the petition on behalf of the City of Lansing, Michigan.

The Chairman's letter and the Congressional letter prompting it are also at our website, <http://www.varnumlaw.com/Services/Cable-Telecommunications/Recent-Developments> .

Regards,

John Pestle

Partner, Chair of Telecommunications Group
 Direct: 616 / 336-6725
 Cell: 616 / 481-0491



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Named "2008 21st Century Innovator"
 by Michigan Lawyers Weekly and the Women Lawyers Association of Michigan

Paul Bueche

From: Michigan Municipal League [nbrown@mml.org]

Sent: Tuesday, October 13, 2009 11:46 AM

To: Paul Bueche

Subject: MML Legislative Link 10/13/09



October 13, 2009

Save the Date

[Planning for the 21st Century Suburb](#)

WSU Oakland Center,
Farmington Hills

[2009 Asset Management Conference](#)

Oct 27, Marquette

The Buzz

[The Next Youth-Magnet Cities](#)

The Wall Street Journal

9/30/09

What's New

[Municipalities Move to Regulate Electronic Communication While Elected Bodies in Session](#)

[Urban Core Cities Await Final Word on Revenue Sharing](#)

[September/October 2009 Michigan Municipal Review](#)

[League's New PA 312 Webpage](#)

[New Events Newsletter: The Loop, Your Source for](#)

[Municipal Education](#)

Grants & Projects

[Wood Energy Preliminary Assessment Grants](#)

[Michigan Humanities Council Grants/Events](#)

Revenue Sharing, the Budget, and Where Communities Stand

The FY 09-10 budgets have all passed. The general government budget (including a large cut to revenue sharing) is one of six budgets which passed the House and Senate, but the Senate Republicans refuse to send to the Governor for her consideration because they don't want her to veto it and send it back to them.

Please urge legislators to pass new revenues that would restore cuts to FY '09-10 revenue sharing and not further hurt economic development in communities; and urge the governor to veto the budget if deep cuts to public safety are not presented to her and not backfilled with new revenues. [MORE>](#)



Stimulus Funding Update



State Issues RFP for EECBG Program for Michigan Non-Entitlement Communities – The EECBG RFP for non-entitlement communities is now available [online](#). Please also note that the LED demonstration grants are available for entitlement communities as well. Visit mml.org for more information.

[Recovery Act Recipients Need to Register](#)

[Broadband Stimulus Changes Coming](#)

[Michigan Recovery Act Funding Tracking Map Created](#)

[MI Housing Community Development Funds](#)

[Federal Brownfield Funding](#)

Related Links

[21c3 Website](#)

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

[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.

State Affairs Update

Governor Sends Strong Message: Protect Public Safety – While negotiations on a proposal to backfill revenue sharing and other programs cut in the '09 budget continue in both chambers ([read more](#)), the governor spoke out to legislators for essentially holding your community and the people of Michigan hostage with a budget that does not fund public safety. [MORE>](#)



[Liquor License Hours Extension Bill Passes Committee, \\$ to Revenue Sharing](#)

[Governor Combines DNR and DEQ](#)

[Failure to Amend State Laws Hinders Cooperation](#)

[21st Century Communities Website Open for Business](#)

[Great Places in Michigan](#)

[Northwest Michigan Road in Contention for Award](#)

[Michigan Film Office Seeking Locations](#)

[Does Your Community Have a Port? If So, Attend the Port Collaborative Fall Summit!](#)

[Water Quality Improvement Grants Available](#)

[Environment and Energy "Epprentice" Experience](#)

Federal Update

Collaborate and Get Paid – Such is the theme of an article in last month's [Governing Magazine](#), discussing the future of federal funding for cities. It's a song that has been sung since this new federal administration arrived in Washington some 10 months ago and was evident last week at a CEO's for Cities conference during a panel discussion on a new transportation funding bill. [MORE>](#)



[FCC to Decide on Cell Towers and PEG](#)

[Federal Transportation Games to Continue](#)

[Ready to be Counted?](#)

[Fall Flu Season Preparation Underway](#)

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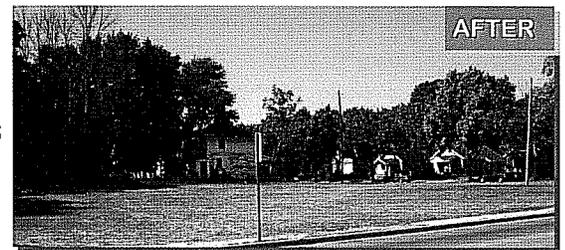
FALL 2009

LAND BANK TO SPONSOR COMMUNITY FORUMS

On October 8th, 27th, and November 5th, the Genesee County Land Bank will coordinate with the City of Flint and Mt. Morris Township to host forums on Strengthening our Community in the Face of Population Decline. The purpose of the forums is to share information on land use trends and interventions to deal with abandoned land, hear fresh ideas from local leaders and activists about making pro-active decisions to strengthen Flint and Beecher given the declining population, and provide residents with an opportunity to ask questions and present their ideas about stabilizing and transforming our neighborhoods into vibrant, safe and thriving places to live. Flint's population is about forty five percent smaller than it was in 1960. Thirty two percent of residential properties are abandoned. With a surplus of abandoned properties, sale values continue to decline. This year, the average sale value of a single family home in Flint is \$16,400. Given these and many other challenges, we need new strategies to strengthen neighborhoods and make better use of abandoned land with limited resources.



Former Civic Park Bar West Dayton & Dupont



During these forums, we have asked local leaders to share their ideas about how to manage the many challenges associated with population decline while also laying the foundation for a brighter future for Flint and Beecher. The panelists will talk about their ideas on how to increase care and re-use of abandoned land and improve and preserve neighborhoods. Immediately following the panel discussion, residents will be invited to share their ideas and questions about strengthening our community in the face of population decline. Elected officials will then lay out their plans for moving forward from here.

During the two meetings to be hosted in the City of Flint, Mayor Dayne Walling will present his plans to host neighborhood action planning meetings all across the city to ask residents to identify and prioritize action items and redevelopment opportunities for the areas in which they live. This information will help the city direct services and resources in a way that is responsive to residents needs.

At the Beecher forum, Larry Green, Mt. Morris Township Supervisor, and other local elected officials representing Beecher residents will share their plans to use federal resources to revitalize properties and encourage redevelopment.

- by Christina Kelly

Flint Sessions:

October 8th
6:00-8:00 pm
Antioch Missionary Baptist
Church
1083 E. Stewart Ave.
Flint, MI 48505

November 5th
6:00-8:00 pm
Sarvis Conference Center
1231 E. Kearsley
Flint, MI 48503

Beecher Session:

October 27th
6:00-8:00 pm
Our Lady Of Guadalupe Church
2316 W. Coldwater Rd.
Flint, MI 48505

Paul Bueche

From: Genesee County Land Bank [lucille@thelandbank.ccsend.com] on behalf of Genesee County Land Bank [landbankinfo@co.genesee.mi.us]

Sent: Friday, October 23, 2009 12:16 PM

To: Paul Bueche

Subject: Forums on Strengthening Our Community

Having trouble viewing this email? [Click here](#)

Strengthening Our Community in the Face of Population Decline

Join residents, activists and government officials from Flint and Mt. Morris Township in an honest dialogue about the challenges and opportunities in our community during three public forums. Participants will hear about the impacts of population decline and discuss and share ideas about stabilizing and transforming our neighborhoods into thriving, healthy, and safe communities.

Community Forums

Tuesday, October 27th

Time:
6:00 - 8:30 pm

Location:
Our Lady of Guadalupe Catholic Church
2316 W. Carpenter Rd.

Thursday, November 5th

Time:
6:00 - 8:30 pm

Location:
Sarvis Conference Center
1231 E. Kearsley St.

Purpose

- Review historical trends and challenges to our community
- Explore land use patterns, property values, trends and interventions
- Hear about current thoughts and efforts to strengthen our community
- Share ideas and seek clarification on ways to strengthen our community

For more information contact Raynetta Speed at 810-257-3088 ext. 536 or by email at rspeed@co.genesee.mi.us.

Quick Links

[Genesee County Land Bank](#)
[Community Forums Flyer](#)

Forums organized in collaboration with the City of Flint, Genesee County Land Bank, Mt. Morris Township and many others throughout the County.

[Forward email](#)

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