

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, December 12, 2016, 7:00 P.M.
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of December 5, 2016 MOTION Pg. 20
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 2
6B. Draft Amended Park Rules (Business Item) Pg. 24
6C. Monthly Reports (Budget, Police, DPS & Check Register) Pg. 27
6D. Draft Police Authority OPEB Agreement, Lease, & Resolutions Pg. 46
6E. Comcast Service Change Notice Pg. 74
6F. Detroit Free Press Editorial on Infrastructure Pg. 75
6G. Medical Marijuana (Marihuana) Ordinances and Memorandum Pg. 77
6H. Bike Give-Away & Shop with a Hero Program Information Pg. 107
6I. Draft Park Minutes from December Pg. 110
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Paul Fortino Clock Commemoration PROCLAMATION
8B. Juanita Aguilar Service Recognition PROCLAMATION
8C. Appointments RESO Pg. 12
8D. Community Development Block Grant PUBLIC HEARING
8E. Community Development Block Grant RESO Pg. 13
8F. Street & Bond Update and Resolution of Intent RESO Pg. 14
8G. Park Rules Update RESO Pg. 15
8H. Medical Marijuana (Marihuana) Zoning Ordinance Amendment RESO Pg. 16
8I. Bike Give-Away RESO Pg. 18
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Fire Board:	Monday, December 19, 2016, 6:00 p.m., Public Safety Building
Police Authority:	Wednesday, December 28, 2016, 10:00 a.m., Mundy Township Hall
Planning Commission:	Tuesday, January 3, 2017, 7:00 p.m., PDBMB
Park Board:	Wednesday, January 4, 2017, 6:00 p.m., PDBMB
City Council:	Monday, January 9, 2017, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, January 12, 2017, 6:00 p.m., PDBMB
City Council:	Monday, January 23, 2017, 7:00 p.m., PDBMB

City of Swartz Creek
CITY MANAGER'S REPORT
 Regular Council Meeting of Monday, December 12, 2016 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: December 7, 2016

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **OUTSTANDING APPEALS** (*No Change of Status*)

Appeals that the city is preparing to do full appraisals on are the Topvalco (Kroger) property and O'Reilly Auto Parts. These are newer submissions that will take some time to resolve themselves.

I expect a future negotiation for the office building, for which we are awaiting some market data (Huizinga Properties). A complete listing of outstanding appeals is as follows (note that the S.C. Mini Storage is also settled).

Year	Parcel #	docket	Owner	Petitioner's	Assessed	Taxable	Assessed	Taxable	Status
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	stip pending
2016	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	861,000	859,495	550,000	550,000	
2016	58-31-626-002	16-001553	Huizinga Properties	Mark Pendery	131,800	131,800	85,000	85,000	answered 6/21/16
2016	58-36-576-012	16-002714	Topvalco/Kroger	H. Adam Cohen	2,239,700	2,044,916	1,100,000	1,100,000	answered 8/2/16
2016	58-31-551-006	16-003390	O'Reilly Auto Parts	Thomas Randle	523,900	453,942	150,000	150,000	answered

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

✓ **MORRISH AND BRISTOL SIGNAL** (*No Change of Status*)

Consumers Energy was spotted onsite on November 7th and again the following week. This is a good sign. Hopefully, the Genesee County Road Commission staff will be onsite soon after to finish signal installation.

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** (*No Change of Status*)

The three year plan for street funding has been drafted by the county, and the city has committed to a 20% match for those streets that were awarded funding. Based upon discussion in October, I submitted a letter to the Genesee County Metropolitan Planning Commission indicating that we could not make good use of the federal funds for Worchester and directing them to reallocate such funds. That project has been removed from the Traffic Improvement Program, leaving only Fairchild.

Listed below is the breakdown for Fairchild, including federal funding:

Road	Point of Beginning	Point of End	Length (Miles)	Lanes	Lane Feet	Width (Feet)	ADT	Total Cost	Federal Match	Local Match
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$305,104	\$247,234	\$61,021

✓ **STREET PROJECT UPDATES** (*Business Item*)

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work.

Bids have been released, with the opening scheduled for the third week in January. In order for the city to begin the bonding process, a resolution of intent is required. This is a non-binding resolution that enables preparation of the bond package and public review. No further action of the city council will be required until February or March, after the bids are received and a complete financial picture of the project costs, the city's total debts, savings, and operational cash flows is available.

Once that information is analyzed by the financial advisor, a recommendation on the final borrowing amount will be made and the bonds can be placed with city council approval. This would be expected to occur in March or April and be in line with our annual budget planning.

A resolution has been prepared by Miller Canfield. I recommend the city council move forward. If this resolution is not passed, we have no borrowing options. Again, it is non-binding.

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

✓ **SEWER REHABILITATION PROGRAM** (*No Change of Status*)

Sewer work has already been completed for the east side of Seymour (Greenleaf) and parts of Chesterfield. There is some restoration work to do, but the entire project should be invoiced and closed this month without any further issues.

✓ **KWA** (*No Change of Status*)

The latest expectation is that we will be receiving KWA water by October of 2017, less than one year! Staff with the county indicated that a budget will be set up in the coming months, with early indications being a stable or slightly lower rate. This rate should float for a few years, while operations are standardized and analyzed.

✓ **WATER LOSS** (*No Change of Status*)

The county is going to be checking the registers on their meters to ensure they are the right type for our master reads. As discovered with some of our commercial customers, a register meant for a specific size meter can read other meter sizes, but the results can vary tremendously. Mr. Svrcek feels this could be an issue. We are also going to work with the county to decrease pressure once the Winston-Miller valves and flow are tested again.

We continue to check our billing register for anomalies and the distribution system for leaks and other loss.

✓ **SHARED SERVICES, POLICE DEPARTMENTS** (*Update*)

The authority does not have another meeting scheduled until December 28, 2016. In the meantime, their staff and legal counsel are preparing documents that would enable the transfer of powers, assets, employees, and liabilities. The expectation is that the municipalities will be reviewing these after the New Year. I have included a draft agreement that provides for equitable provision of post-employment health care (known

as Other Post-Employment Benefits or OPEB). I have also included the draft building lease for the city facility at 8100 Civic Drive and the master resolution that would be used to affirm the authority. Please let me know if you have any comments or questions. With the other policies and procedures were delivered to the city council members previously, the biggest item remaining for deliberation is the authority budget. I will pass this along when it is available.

✓ **POLICE AUTHORITY FACILITY PLAN CONCEPT** *(No Change of Status)*

At their meeting on November 23, 2016, the authority conditionally approved leases with the city and township. The leases mirror each other in terms and value. This means that the authority is planning and budgeting to have one lease with the city, paying about \$21,000 a year to the city, and it would also have a lease with the township for the new facility, paying about \$74,000 a year to Mundy. The expectation is that the authority will place appropriate amounts in the budget to accommodate these building costs, with the intention to officially commence leases mid-year.

As far as it impacts operations, I think the arrangement is very sound. It keeps a police presence in the city and also arranges for coverage in the township that can double as a very modern headquarters that the authority can grow into. The costs will clearly add to the authority budget (and the city's contribution to said budget). However, the city is receiving payments for building maintenance to offset those costs.

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS** *(No Change of Status)*

The lighting has finally been installed! The developer has also placed funds into escrow to fund the remaining items on the punch list, including curb backfill on Russell and sidewalk work.

All lots in Springbrook East have sold. The city is now clear of this project as a land owner interest.

The city still owns four lots in Heritage Village. We have no plan for these at this time. Perhaps an auction of these lots is in order. In this case, I am not sure if there was an intention to share additional revenues with the association or not. The city sold one lot in 2014 "at cost." Purchase agreements with other buyers fell through.

✓ **WINCHESTER WOODS LOTS** *(No Change of Status)*

We have been making the streets passable by adding more asphalt millings to the base and removing encroaching vegetation. We are also ordering some street signs and "No Dumping" signs.

The street committee considered this neighborhood at their meeting on August 30th. They believe the city should reach out to all property owners with vacant lots. However, it is thought that a cost estimate for the required improvements (sanitary and storm water) should be prepared beforehand. City engineer, Lou Fleury, is looking into the work previously done to see if the storm water plan is detailed enough to price out. At this point, he feels another \$6,000 - \$8,000 is needed to revisit the plans for the current scope and needs.

Gaines Township tentatively agreed to work with us on finding solutions, as had the church on Hill Road that may be involved with the location of utilities. I await more formal commitments, post election, before discussing the specifics of engineering.

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

This has been sent to print. You should have a copy by now. Let me know what you think.

✓ **CAPPY LANE LIFT STATION** (*Update*)

The work is substantially complete and without any unforeseen problems. In fact, as noted previously, we anticipate salvaging the generator for use at the public safety building. This move should save the city about \$25,000 from the general fund.

Remaining items:

1. Site restoration (final grading, seed, mulch) will occur in spring \$1,500 held in retainage
2. Kennedy has a couple of punch list items on the new panel, but all equipment is up and running.

There were a couple small extras (timer relays in the control panel, additional discharge piping, existing yard light replacement, and a couple of bollards). They indicated that they are "on budget".

✓ **SUNOCO** (*Update*)

ExxonMobile (EM) has been working with the city's environmental legal counsel and other consultants to create a site license agreement to enter upon the Sunoco site at 5012 Holland Drive to conduct cleanup. The agreement would need to provide allowances for access, soil removal, soil replacement, use of city streets, onsite material storage, and reimbursement for site restoration (paving) and street repair.

All parties are attempting to create a legal instrument, similar to the one created for the soil borings, to get this before the city council by the December 12 meeting. They wish to do so in order to conduct soil removal in early winter, before frost laws restrict truck loads. Obviously, such an instrument does not currently exist. If it becomes available and is cleared by the city's attorney, environmental consultant, and engineer, I shall look to add this to the agenda. There are other outstanding issues regarding liability and the location of monitoring wells that are still being negotiated.

If it isn't ready, there may be a request to have this item reviewed on December 19th. So, think about your potential availability for that.

✓ **ELMS PARK RENOVATIONS** (*No Change of Status*)

The restrooms are complete, and the books are closed on this component of the project. The remainder of the grant funded improvements will be bid during the winter months when the contractor interest and pricing will be in our favor. While any delay is frowned upon, this will enable the improvements to coincide with the Dog Park and Tot Lot projects. There should not be any adverse impacts on our grant status.

The dog park has been approved. The scouts indicated that this should be installed early in 2017. The park board will be addressing operating rules/guidelines for this facility this summer. In the meantime, we await progress by the scouts.

✓ **CLOCK DONATION** (*Business Item*)

The clock dedication was on Saturday, December 3rd at 2:00 p.m. at city hall. The event included a ribbon cutting and refreshments. I believe the event went very well and was well attended, including attendees from the Swartz Creek Chamber, many Fortino family members, honored guests, and the Mayor.

To commemorate the clock and express the sincere gratitude of the community for such a wonderful and generous donation, a proclamation has been prepared and is expected to be delivered to the family at our meeting.

✓ **WATER TOWER PAINTING** (*No Change of Status*)

Bids will be released soon. We expect the tower to be painted beginning in April. The process is expected to take about three weeks and will restore the tower to its previous condition.

✓ **TRAIL PLANNING CONCEPTS** (*No Change of Status*)

We await OHM to begin investigating trail options. I suspect they will look for park board, planning commission, and general input at some point. I will keep the council informed.

✓ **DISC GOLF CONCEPT** (*No Change of Status*)

Conceptual approval has been granted for a course in Winshall Park. With winter fast approaching, interest in fundraising has died down. I will keep the city council informed.

✓ **REDEVELOPMENT READY COMMUNITIES** (*No Change of Status*)

The State of Michigan oversees a new program in which cities become certified as "Redevelopment Ready Communities". The intent of the program is to encourage and help cities streamline development and review processes in order to better move forward with implementing plans for downtown and commercial improvements. An advantage of being certified is that the state will assist such communities with marketing specific sites and/or plans, such as the

In the near future, I will likely present the city council with a resolution to pursue certification. Doing so would start a process in which we review our ordinances, permits, applications, and processes related to building, planning, and zoning. The state will then encourage revisions as needed in order to achieve what they believe is the optimal set of policies and procedures (certification).

✓ **MEDICAL MARIJUANA ORDINANCE REVIEW** (*Business Item*)

A public hearing was held on December 6th in front of the Swartz Creek Planning Commission to deliberate on the city's medical marijuana ordinances and the new state laws.

Public input was low, with some support for opting out of allowing such uses and some support for their presence. It is expected the planning commission will further consider these uses in calendar year 2017, as more information about their applicable state regulations and impacts becomes clear.

In the meantime, the city's attorney, Mr. Micheal Gildner, recommends that we rescind previously documented zoning ordinances applicable to medical marijuana (marihuana). His opinion, which is shared by staff and the planning commission, is that these provisions do not align directly with the new state definitions, uses, and legislative intentions. It would therefore lead to confusion and potential mixed signals to the community and potential investors. Mr. Gildner recommends we begin with a fresh slate and omit provisions for the uses or specifically craft an ordinance to allow one or more of the new permitted uses (growing facilities, processing facilities, testing facilities, transportation facilities, or provisioning centers).

Again, the planning commission expects to spend some more time with this in 2017, which works out well since the state laws will not allow for licensing until December of 2017. For now, I have included an ordinance to clear out our zoning ordinance.

✓ **DEBT** (*No Change of Status*)

At previous meetings, we have discussed existing city debt and how that relates to existing fund balances. Staff believes that we should consider paying off more debt, if not all of it. Why? Due to circumstances, local governments cannot invest savings in any meaningful way. This means our savings (fund balances) are worth less each year in terms of spending power. Meanwhile, we pay interest on some notes at over 4.35% from those same funds. For unfunded retirement, we lose a theoretical 7.75% each year, though this is likely 6% in practice.

In the spring, we analyzed our fund balances in terms of months-of-operating. This means that if we had \$100 in savings after all expenditures for a year and spent \$200 each year from that fund, we would have six months operating remaining. What we found is that sewer and general fund were in very good positions, with the ability to make expenditures on debt or deferred maintenance on facilities. This practice is known as spending down healthy savings. We believe we should seriously consider details in the near future.

The largest debt we have is in the shape of the unfunded, accrued liabilities for retirement. These liabilities hit all major funds, but are owed mostly from the general fund. If the authority forms, there is an expectation that we pay down all of the accrued debt for the police unit. Frankly, we should probably do this anyway since their returns are much higher than what we achieve.

Note that there is still some debt for the other units, but the Supervisors and AFSCME are closed and have no new covered employees. In fact, there are no current pension-eligible supervisors and only two active AFSCME employees in the pension fund. Everyone else is retired. We will have a better understanding of what is owed after our actuarial evaluation by MERS.

The city also has a note outstanding for city hall. According to the information we received, bonds can only be called on an interest payment date. The next interest payment date is March 1, 2017 at that time the payoff will be \$405,952.50 If we pay off the bond early we will save about \$57,000 in interest. The payoff would come from general fund 40%, Garbage Fund 10% and 25% from each water and sewer fund. Ms. Aguilar believes we should seriously consider the early payoff. The fund balance in each of these funds is healthy enough to pay these down.

General Fund:	\$162,381
Garbage Fund:	\$40,595.25
Water Fund:	\$101,488.12
Sewer Fund:	\$101,488.12

The sewer fund also has a separate debt, which incidentally is on the agenda this evening. The interest on this is approximately \$20,000 annually. We are making inquiries into the nature of any possible early payoff for this as well. This note is held by the county and is noted to amount to approximately \$500,000 in our audit. Details will follow. For now, there appears to be enough interest from Clayton and Gaines to make payoff of this note in the spring probable.

The one area of pause we must consider is the street projects. The bids going out this year could come in high, requiring a delay or additional funds from the general fund or borrowed from the sewer fund. As such, a clear picture of debt obligations will not be known until the final police authority pension liability is known and street bids are received. Related to the street bonding, we will likely require professional, certified financial advisor services in addition to our legal bond counsel. They can probably assist with all of the concerns related to our debt.

There is a lot to consider here, and much of it is financial jargon. If you have any questions or concerns, please don't hesitate to ask.

✓ **SPORTS CREEK RACEWAY TEMPORARY LAND USE** *(No Change of Status)*

General Motors and their transport affiliates have been using area parking lots for the temporary storage of new trucks that are produced locally and require pre-transport storage. They worked out a deal with the raceway to use their open parking area for the storage of such vehicles for a period of 30-90 days. Based upon our zoning ordinance, we are able to approve such temporary uses based upon performance criteria and affirmation by the police and fire professionals. We have conditionally granted approval of this temporary use based upon the lease terms, security, duration, estimated trip count, and type of product storage.

There has been no stated intention to continue with this use once the permit expires. There has also been no indication that there is a buyer or other use proposed. We will monitor the performance in terms of traffic, security, lighting glare, and other factors for the time being.

✓ **TAX REVERTED PROPERTIES** *(No Change of Status)*

Three properties that were not picked up by the city for back taxes this last summer have been passed up by the private sector at the auction. The city will be receiving these properties from the county. The three properties are:

3323 Heritage Boulevard (Vacant condo lot)
3329 Heritage Boulevard (Vacant condo lot)
5157 Morrish Road (Single Family Home) ***This is the home targeted for demolition.***

✓ **COMMUNITY DEVELOPMENT BLOCK GRANT** (*Business Item*)

The city previously allocated the entire CDBG amount to the Genesee County Home Program. Since that approval in October, we discovered that the city is likely to receive title to a troubled property that requires demolition of a single family house. Demolition of structures on city-owned property is a qualifying expense for such funds, even without classification of low/moderate income census tracts.

I have included a resolution that appropriates a generous amount of the allocation for this demolition activity, with the understanding that unspent demolition dollars can be transferred to the Home program later on. I think this is a good use of the funds. The home on Morrish Road has been a blight for some time.

✓ **FINANCE DIRECTOR** (*No Change of Status*)

Juanita Aguilar, the city's finance director has indicated that she is going to move her retirement date from June 30, 2017 to December 31, 2016. This is going to be a big change for the city due to all of the value and experience she brought with her. Though this will leave us scrambling a bit to arrange duties, Ms. Aguilar has moved our city into a very good fiscal spot and has been working hard to create a knowledge legacy with other staff so that her departure will be as painless as possible.

This departure has been anticipated for over a year. To accommodate this, we have moved the duties of the city clerk to Ms. Eskew and have been preparing to transfer supervision duties to Mrs. Korth. Obviously, there is a lot that Juanita helped correct and fix while she was here, and she had many regular ongoing regular duties. As part of a succession plan, I anticipate having Mrs. Korth, the treasurer, take on more finance duties moving into the New Year. We will also be looking at options to supplement the expertise, separation of duties, and workload with professional services on an as needed basis.

To reduce the overall workload in the office, the city is moving forward with outsourcing payroll, adding email utility bill delivery as a service, potentially adding credit acceptance for payments, enabling online payments, instituting a "lockbox" feature, and reducing the frequency of some administrative duties such as accounts payable.

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

✓ **MONTHLY REPORTS** (*Update*)

Included is the November budget, police, & DPS reports, as well as the check register.

✓ **COMCAST (Update)**

Their channel lineup/offerings are due to change with the New Year.

✓ **FREE PRESS EDITORIAL (Update)**

I included an editorial from the Detroit Freepress that provides a view and Michigan's stance on crumbling infrastructure and essential services. This is not a new narrative for us, but it does further emphasize the need and elude to the ongoing challenge, which is that the State is likely to do nothing. By all accounts, those municipalities that are to survive must pay to renew the massive investments of the past on their own. Fortunately, the electorate of our community is doing so. If the state ever does commit to funding such infrastructure or services, it will put us in the envious position of accelerating our plans or reducing local tax burdens.

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

✓ **PLANNING COMMISSION (Update)**

The commission held a public hearing on December 6th to consider changes to the city's medical marijuana ordinance. Specifics are outlined above in this report. No other business items were on the agenda. Their next meeting is scheduled for January 3, 2017.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (No Change of Status)**

The DDA met on November 10th. They were given an update about the Sunoco station and conversation ensued regarding its use after any potential soil clean up by Exxon. As noted in the "Sunoco" section above, the DDA is interested in funding and planning such improvements. They request the ability to lead the planning process, conditioned upon input from the public and planning commission, as well as final approval by the city council.

The DDA's next regular meeting is scheduled for January 14.

✓ **ZONING BOARD OF APPEALS (Update)**

There was a variance request for December filed. A petitioner desired to place an electronic message board at the First Baptist Church located at 5372 Seymour Road. The sign in question that was proposed to have a changeable message board installed already has a changeable message board and is therefore allowed to upgrade to an LED with the understanding that the LED will not be operated at night, thereby making the sign more conforming than it currently is. Therefore, the sign was found eligible for standard permitting, and the ZBA meeting was cancelled.

✓ **PARKS AND RECREATION COMMISSION (Business Item)**

The park board met on December 7th to discuss the park rules, holiday decorating contest, and fundraising. The attached draft minutes explain the details. As part of their deliberation on the rules, the commission recommends that qualifying organizations should be given an extra month to seek city council approval of their uses and reservations. So, while city residents get a month more to reserve pavilions, it is thought that groups planning events like Art in the Park should get yet another month to run their reservations/plans in front of the city council.

This seems like a rational approach that does not greatly alter the wording or intent of the rules. The change results in the addition of Item #7 to Section 10 of the rules (see attached).

In addition, the commission recommends affirming the existing expanded use reservation that was requested of the city council if the council affirms the rule change. Their next meeting is scheduled for January 4, 2017 at 6pm.

- ✓ **BOARD OF REVIEW** (*No Change of Status*)
The next meeting is scheduled for December 13, 2016.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **MAYORAL APPOINTMENTS** (*Business Item*)
Sharon Shumaker resigned from the park board. Mayor Krueger recommends that Trudy Plumb replace her.
- ✓ **BIKE GIVE-AWAY & SHOP WITH A HERO PROGRAMs** (*Business Item*)
The Police Department has been busy preparing for the annual bike give-away program conducted every December. This program has grown over the years and is on par with the scope of last year's giveaway.

The program will give away 32 bikes and helmets to deserving kids in need that attend Swartz Creek Community Schools. In addition to the bikes that are generously reconditioned by Assenmacher's here in town, Meijer is looking to contribute \$1,000 of store credit towards the purchase of new bikes, helmets and other accessories.

The city has 18 bikes that we would like to give away, with 14 more planned to be purchased from Meijer. A final reckoning will be provided to the city council if more new bikes are given away based upon actual costs.

If authorized by council, this year's event will be held on December 15, 2016 at 5:00 p.m. at the police department. A resolution is included that permits the pass through donations. If you can make it, it's a lot of fun to watch as the youths have no idea why they're there.

In related news, the "Shop with a Hero" program is planned for December 13, 2016, at 5:00 p.m. at the United Methodist Church on Miller Road. The event will enable up to 27 children to shop with a police officer or fire fighter at the local Meijer store at 6:30 p.m.

Meijer is appropriating another \$1,000 in store credit for locals. Other donations that are going directly to the participants include food from Little Caesar's & Hungry Howie's. Peers Who Care will be wrapping the presents at Meijer. I attended this event last year and was floored by how much the kids enjoy it. It is really worth checking out.

Council Questions, Inquiries, Requests, Comments, and Notes

Laptop Updates: Be sure to remember to leave your laptop after thh meeting.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, December 12, 2016, 7:00 P.M.**

Resolution No. 161212-4A MINUTES – DECEMBER 5, 2016

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, December 5, 2016, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 161212-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of December 12, 2016, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 161212-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of December 12, 2016, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 161212-8C COMMISSION APPOINTMENTS

Motion by Councilmember: _____

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

Voting Against: _____

Resolution No. 161212-8F STREET BONDING RESOLUTION OF INTENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek, County of Genesee, State of Michigan (the “City”) intends to issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), in an aggregate principal amount of not to exceed One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000) (the “Bonds”) for the purpose of paying all or part of the costs of certain capital improvements in the City, consisting of (i) road preservation and replacement including street milling, crack and pavement repair, concrete curb and gutter, ADA upgrades, sidewalk replacement, storm sewer replacement, aggregate base, asphalt paving, permanent signing and pavement markings; and (ii) watermain replacement including replacement of main, individual service leads, valves, and hydrants; including all related equipment, site improvements, appurtenances and attachments (the “Project”); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Swartz Creek View*, a newspaper of general circulation in the City.
2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.
3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds and the manner of publication directed is the method best calculated to give notice to the City’s electors and taxpayers residing in the boundaries of the City of the City’s intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.
4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:
 - (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid

from the general funds of the City subsequent to sixty (60) days prior to today.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$1,950,000.

(c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 161212-8G PARK RULES ADOPTION

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains public park and recreation facilities and desires to promote safe and equitable use of those facilities; and

WHEREAS, the city regulates use of city parks through the adoption of "Park Rules and Regulations" as enabled by City Ordinance Section 11-47, Park Rules and Regulations, which reads as follows: the City Council may by resolution adopt rules and regulations governing the use of parks, including prohibitions or restrictions on uses and acts within parks; and

WHEREAS, the city park and recreation commission recommends amending of the attached Park Rules and Regulations to enable advanced reservations for expanded area use; and

WHEREAS, a qualifying community organization has been approved to use certain features of Elms Park for the days of August 25-26, 2017, but the city council was not able to affirm a reservation.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approve the amended park rules as attached.

BE IT FURTHER RESOLVED, the council hereby affirms the reservation for the Swartz Creek Kiwanis Club to coincide with their expanded use approval for August 25-26, 2017.

BE IT FURTHER RESOLVED, the council hereby directs staff to publish these rules and regulations in a newspaper of general circulation prior to the 2017 seasonal opening of the parks.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 161212-8H **AN ORDINANCE TO AMEND APPENDIX A ZONING OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO REPEAL PROVISIONS AND REFERENCES TO MEDICAL MARIJUANA (MARIHUANA).**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek exercises police power to maintain and protect the health, safety, and welfare of the community; and

WHEREAS, the City of Swartz Creek exercises said police power through zoning as it relates to the regulation of land uses; the establishment of standards for height, size, and bulk; and related performance standards; and

WHEREAS, the Planning Commission has found that changes to the state statutes regarding the regulation of land use as it pertains to medical marijuana (marihuana) necessitate the repeal of existing provisions related to the same.

THEREFORE, I MOVE the City of Swartz Creek ordain:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 431**

AN ORDINANCE TO AMEND APPENDIX A ZONING OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO REPEAL PROVISIONS AND REFERENCES TO MEDICAL MARIJUANA (MARIHUANA).

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Appendix A, Section 2.07 of the Code of Ordinances of the City of Swartz Creek.

Appendix A, Section 2.07 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to rescind the following:

Medical marijuana (marihuana) dispensary. A medical marijuana dispensary shall mean a facility, jointly owned or operated by two or more "primary caregivers," where marijuana is stored, dispensed or offered for sale to "qualifying patients" under the Michigan Medical Marijuana Act of 2008. A "primary caregiver," "qualifying patient" and "marijuana" shall have the meanings ascribed to them in the Michigan Medical Marijuana Act of 2008.

Medical marijuana (marihuana) growing facility. A medical marijuana growing facility shall mean a facility, jointly owned or operated by two or more "primary caregivers," where marijuana is grown, cultivated, processed and/or packaged for "qualifying patients" but is not offered for direct or retail sale at this location to "qualifying patients" under the Michigan Medical Marijuana Act of 2008. A "primary caregiver," "qualifying patient" and "marijuana" shall have the meanings ascribed to them in the Michigan Medical Marijuana Act of 2008.

Section 2. Amendment of Appendix A, Section 14.02 of the Code of Ordinances of the City of Swartz Creek.

Appendix A, Section 14.02 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to rescind the following:

R.1 Medical marijuana (marihuana) dispensary

Section 3. Amendment of Appendix A, Section 17.02 of the Code of Ordinances of the City of Swartz Creek.

Appendix A, Section 17.02 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to rescind the following:

L.1 Medical marijuana (marihuana) growing facility

Section 4. Amendment of Appendix A, Section 30.09 of the Code of Ordinances of the City of Swartz Creek.

Appendix A, Section 30.09 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to rescind the following uses and their applicable regulations:

23.1 Medical marijuana (marihuana) dispensary

23.2 Medical marijuana (marihuana) growing facility

Section 5. Repeal of Inconsistent ordinances.

Any other ordinances of the City of Swartz Creek which are in conflict with the provisions of this ordinance are hereby repealed.

Section 6. Effective Date.

This ordinance shall be effective thirty days after publication.

At a regular meeting of the City Council of the City of Swartz Creek held on December 12, 2016, adoption of the foregoing ordinance was moved by Councilmember _____ and supported by Councilmember _____.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

David A. Krueger
Mayor

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 161212-81 POLICE DEPARTMENT ANNUAL BICYCLE GIVE AWAY PROGRAM

Motion by Councilmember: _____

WHEREAS, the Swartz Creek Police Department conducts an annual Bike Give-Away event & Shop with Hero event wherein school district administrators recommend local youngsters in need to participate in those programs; and

WHEREAS, bicycles held by the police department this year have come from a variety of sources, including generous donations from the public, Meijer, and Assenmacher’s Cycling Center; and

WHEREAS, eighteen such bicycles are used and Assenmacher’s Cycling Center has donated its services to repair and refurbish those bikes into like new condition; and

WHEREAS, Meijer agreed to donate \$1,000 (fourteen bikes) worth of store credit toward the purchase of new bikes to supplement the used bikes; and

WHEREAS, Wal-Mart agreed to donate helmets for the program; and

WHEREAS, Meijer is also willing to provide \$1,000 worth of store credit for the Shop with a Hero program.

NOW, THEREFORE, I Move that the City of Swartz Creek approve the 2016 Annual Police Department Bike Give Away Program, including the donation of 32 bikes to area children, and further authorizes the acceptance of donations and subsequent distribution of approximately 32 new and used bicycles, with a comprehensive list to be established and reported back to the city council.

BE IT FURTHER RESOLVED, that the City of Swartz Creek approve the 2016 Annual Shop with a Hero Program, and authorize the acceptance of donations, cash or credit, and subsequent distribution of said credit to area youth as recommended by local school and police department administrators.

BE IT FURTHER RESOLVED, that the city extend its greatest appreciation to all those who participated in this year's Bike Give-Away Program and Shop With A Hero Program, including, but not limited to Assenmacher's Cycling Center, Meijer, Wal-Mart, Little Caesar's, the United Methodist Church, and Hungry Howie's.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 12/05/2016**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Florence, Gilbert, Hicks, Pinkston, Porath.

Councilmembers Absent: Krueger.

Staff Present: City Manager Adam Zettel, City Clerk Connie Eskew,
Treasure Deanna Korth.

Others Present: Bob Plumb, Lania Rocha, Jim Barclay, Steve Shumaker,
Tommy Butler, Bud Grimes.

EXCUSE MAYOR KRUEGER

Resolution No. 161205-01

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City council excuse Mayor Krueger.

Unanimous Voice Vote.
Motion Declared Carried.

APPROVAL OF MINUTES

Resolution No. 161205-02

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday November 28, 2016 to be circulated and placed on file.

YES: Florence, Gilbert, Hicks, Pinkston, Porath, Cramer.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 161205-03

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

I Move the Swartz Creek City Council approve the Agenda as presented and amended for the Regular Council Meeting of December 05, 2016, to be circulated and placed on file.

YES: Gilbert, Hicks, Pinkston, Porath, Cramer, Florence.

NO: None. Motion Declared Carried.

City Manager's Report

Resolution No. 161205-04

(Carried)

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of December 05, 2016, including reports and communications to be circulated and placed on file.

YES: Hicks, Pinkston, Porath, Cramer, Florence, Gilbert.

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

COMMISSION APPOINTMENTS

Resolution No. 161205-05

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Porath

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

WHEREAS, there exist vacancies in a number of said positions; and

WHEREAS, said appointments are Mayoral appointments, subject to affirmation of the city council.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

#161205-5A1 **MAYOR RE-APPOINTMENT:** **John Gilbert**
GAIN Auto Theft, Citizen
Two year term, expiring November 26, 2018

#161205-5A2 **MAYOR APPOINTMENT:** **Rick Clolinger**
GAIN Auto Theft, Alternate
Two year term, expiring November 26, 2018

YES: Pinkston, Porath, Cramer, Florence, Gilbert, Hicks.

NO: None. Motion Declared Carried.

Finance Director Update

Discussion

Adam Zettel City Manager announced that Juanita Aguilar, Finance Director will be officially retiring December 31, 2016. He spoke of the separation of duties and changes that have already taken place and changes that will be forthcoming.

PAYROLL PROFESSIONAL SERVICES

Resolution No. 161205-06

(Carried)

Motion by Councilmember Porath
Second by Councilmember Florence

WHEREAS, the City of Swartz Creek is attempting to optimize customer services and housekeeping functions as part of a larger plan to serve the public and reduce costs; and

WHEREAS, payroll services and related reporting is increasingly complicated for employers that do not have a department dedicated to the enterprise; and

WHEREAS, city finance staff have solicited pricing and service agreements from multiple payroll service companies that qualify as fiduciaries for said services; and

WHEREAS, Paychex Inc., a publicly traded company, has been found to offer the highest level of service at the best price.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves the Paychex Productivity Services Agreement, as included in the December 5, 2016 City Council Packet and directs the Mayor to execute the agreement on behalf of the city and direct the city clerk and treasurer to endorse enrollment forms as necessary.

BE IT FURTHER RESOLVED, that the finance director is directed to appropriate such costs to all impacted funds as appropriate.

Discussion Ensued.

YES: Pinkston, Porath, Cramer, Florence, Hicks.

NO: Gilbert. Motion Declared Carried.

Street and Bond Update

Discussion

Adam Zettel, City Manager everything is going on a good timeline, bids are going out this week or next from Rowe. We hope to have a resolution of intent available next week to council, non-binding in every way, just a statement to the public that we intend to borrow money for roads. We will make available to community a fact sheet and also use the website for providing information.

MEETING OPENED TO THE PUBLIC

James Barclay resides at 8420 Cappy Lane, thinks the online bill pay is a wonderful idea.

REMARKS BY COUNCILMEMBERS:

Councilmember Cramer commented on the bond sale process.

Councilmember Hicks commented on some properties on Miller Road having blight issues. She also commented on a committee that meets to discuss Winchester Village issues.

Councilmember Gilbert commented about the zoning permit values in the building report.

Mayor Pro Tem Pinkston commented on the new roof at Gass Becker. He is commented about the rental properties in the village during the street constructions.

Adjournment

Resolution No. 161205-07

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

I Move the Swartz Creek City Council adjourn the regular meeting at 7:54 pm.

Unanimous Voice Vote.

Dennis Pinkston, Mayor Pro Tem

Connie Eskew, City Clerk

CITY OF SWARTZ CREEK
PARK RULES AND REGULATIONS

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of Section 11 of the Code of Ordinances of the City of Swartz Creek, Michigan.

APPLICABILITY. These rules apply to City of Swartz Creek parks, play fields, and other recreational public grounds, hereafter called parks.

1. **HOURS.** City parks shall be open to the public, daily, between the hours of 8:00 a.m. to 10:00 p.m. and, excepting as provided in this article, it shall be unlawful to occupy or be present in any public park during such hours when it is not open to the public. Seasonal park provisions, including water, bathroom facilities, and waste collection will be offered May through October or as directed by the city manager.

Exceptions to use of or presence in park after hours.

- 1) It shall not be unlawful for city employees, while on city business, to remain in or on public parks during such times as the park shall be closed to the public.
 - 2) It shall not be unlawful for persons other than city employees to be on or in park property after hours, provided that they have the prior approval and written permission of the city manager and that such approval shall not be granted except in pursuance of and when related to city business.
2. **CREEK ACCESS AND FLOOD STAGE WATER.** Creek access is permitted in Winshall Park at the risk of the user. Swimming and the use of any boat, canoe, or other floatation device within a city park during a flood event is prohibited except by emergency personnel.
 3. **SMOKING.** Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the city parks.
 4. **PROHIBITED USES AND ACTS.** No person in any park owned or operated by the city shall:
 - 1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, fireplaces, grills, light poles, fountains, tennis nets, trees, playground equipment, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
 - 2) *Kindling fires.* No person shall kindle or build or cause to be kindled or built a fire in any park except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which he owns or has permission to control to be brought within the confines of any park unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required.
 - 4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for any park property.
 - 5) *Restricted sections of park.* No person shall enter upon any area of the park system where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on park property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows. Crossbows, bolts, and similar weapons are also prohibited.
 - 7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds or park. (No person shall use any indecent or obscene language).
 - 8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on park property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon park property.

- 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.
 - 10) *Sleeping in parks.* No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on park property during the hours the park is closed, excepting in such areas as shall be specifically designated for such use. Furthermore, such use in such areas shall require the written approval and authorization of the city manager, and such approval and authorization shall clearly designate the time period within which such use may be made.
 - 11) *Dumping articles in parks.* No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the park system other than such refuse accumulated from organized and acceptable activities within the park, and such refuse must be deposited in receptacles provided for that purpose.
 - 12) *Posted signs, rules and regulations.* No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the park system.
 - 13) *Public meetings, parades.* No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the park system without the express consent and written approval of the city manager.
 - 14) *Advertisements.* No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any park property.
 - 15) *Offering articles for sale.* No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the park system without permission from the city manager.
 - 16) *Inflatable play equipment.* Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.
5. **PARK POLICE AND EMPLOYEES.** No person shall resist any police officer or city employee exercising his duty within the park area, or fail or refuse to obey any lawful command of any such police officer or park employee, or in any way interfere with, hinder or prevent any such police officer or park employee from discharging his duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
6. **MOTOR VEHICLES.** The operation of motor vehicles in any park is prohibited, except in that area laid out and appropriated as driving lanes, parking area, or for motor vehicles by the city. No motor vehicle shall be driven or operated on a driving lane at a speed greater than ten miles per hour.
- 1) No person shall stop, stand or park a motor vehicle except in such areas as may be laid out and designated as a parking area by the city.
 - 2) No person shall operate a motor vehicle on any lane or service drive, whether posted or not, which is laid out as a means of access for maintenance employees to the various sections of the park system.
 - 3) No person shall park or store any motor vehicle during the hours the park is closed in any park, parking area or driving lane owned or operated by the city. Members of the police department are hereby authorized to remove any vehicles so parked or stored.
 - 4) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle of any type, to fail to obey any such applicable traffic control sign, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
7. **FEES.** Fees for pavilion and other facility rentals shall be set by resolution of the city council. Fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city. Monies must be paid at the time of reservation. Cancellations must be made two (2) weeks or more prior to event date and all cancellations are subject to a \$20 fee.

Deposits, in an amount set by resolution of the city council, shall also be collected for pavilion rentals. Said deposit shall be forfeited for damage to park facilities, failure to properly clean facilities, or violations of park rules that are found in connection to the rental.

8. **PAVILION RESERVATIONS.** Picnic pavilions shall be available on a first-come, first-served basis. Reservations will be taken beginning on the first business day of each calendar year for city residents and thirty (30) days after the first business day of each calendar year for resident and non-resident applications. Fees and exclusive reservations are for weekends (Friday, Saturday, & Sunday) and holidays only.

9. **LIMITED USE FACILITY RESERVATIONS.** Any club, school, association, organization or recognized group desiring the use of specific areas of any park, such as picnic areas, athletic fields or ice rinks, shall file an application with the city manager and shall not use the park or area until the permit is granted.
- 1) All permits shall require the permittee to clean up the park area after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 2) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, including, but not limited to, picnic grounds, ball fields, skating rinks, stadiums, provided that such permit is on official forms when presented.
 - 3) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority in the use of ball fields, soccer fields and similar athletic facilities in city parks shall be given to organizations scheduling regular games or matches. The city manager shall have the authority to designate organizations to provide for scheduling and oversight of use of athletic fields. Such organizations shall schedule use of the fields in a way that accommodates use by all interested organizations to the greatest extent feasible and to provide for compliance by these rules and regulations by all organizations using the athletic facilities.
 - 4) The city manager shall have the authority to restrict use of athletic fields to avoid excessive wear and tear on facilities.
 - 5) Organizations using athletic fields for scheduled games, matches and practices shall be responsible for removing litter from the areas used for their activities. In addition, organizations shall be responsible for removing and storing any equipment used in their activities. Installation of bleachers or similar facilities must be authorized by the city manager or his/her designee.
 - 6) The city will provide refuse disposal and the maintenance of athletic fields in coordination with the needs and schedules of organizations using the fields. Organizations using athletic fields that undertake specific activities uniquely required for their particular use of the fields such as the installation of bases or nets, the painting of lines on fields, etc. require prior approval.
 - 7) Weekend reservations for facilities shall not be permitted. Playscapes, restrooms, play equipment are not available for reservation.
10. **EXPANDED PARK USE AND RESERVATIONS.** Swartz Creek-based organizations (defined as non-profit organizations or institutions with a principle office or auxiliary presence within the Swartz Creek school district) may be permitted the use of designated areas of city parks, including control during hours the parks are closed to the public, subject to the following conditions:
- 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the park area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent park areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the park area and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' structures are installed and activities conducted to minimize damage to park property and facilities and to limit interference with the use of adjacent areas of the park.
 - 5) Fees shall equal the cost of all pavilion rentals for the park in use on a daily basis. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the park by the public, by vehicle or other means.
 - 7) Reservations for this category can be granted by the city council beginning December 1 of the previous calendar year.
- 11) **VENDING.** Vending is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.
- 12) **PUBLIC NOTICE.** The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.

City Council Approval: Draft for December 12, 2016

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 11/30/2016

GL NUMBER	2016-17	YTD BALANCE	AVAILABLE	% BDGT USED
	AMENDED BUDGET	11/30/2016 NORMAL (ABNORMAL)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - General Fund				
TOTAL REVENUES	2,410,900.06	1,708,116.30	702,783.76	70.85
TOTAL EXPENDITURES	2,473,976.88	921,866.33	1,552,110.55	37.26
NET OF REVENUES & EXPENDITURES	(63,076.82)			
Fund 202 - Major Street Fund				
TOTAL REVENUES	442,400.00	151,271.95	291,128.05	34.19
TOTAL EXPENDITURES	572,199.70	370,535.73	201,663.97	64.76
NET OF REVENUES & EXPENDITURES	(129,799.70)			
Fund 203 - Local Street Fund				
TOTAL REVENUES	336,702.00	217,332.07	119,369.93	64.55
TOTAL EXPENDITURES	432,292.08	144,360.76	287,931.32	33.39
NET OF REVENUES & EXPENDITURES	(95,590.08)			
Fund 204 - MUNICIPAL STREET FUND				
TOTAL REVENUES	608,000.00	564,530.29	43,469.71	92.85
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	608,000.00			92.85
Fund 226 - Garbage Fund				
TOTAL REVENUES	380,907.00	374,124.20	6,782.80	98.22
TOTAL EXPENDITURES	427,206.75	139,175.36	288,031.39	32.58
NET OF REVENUES & EXPENDITURES	(46,299.75)			
Fund 248 - Downtown Development Fund				
TOTAL REVENUES	67,900.00	45,036.12	22,863.88	66.33
TOTAL EXPENDITURES	67,730.00	4,412.16	63,317.84	6.51
NET OF REVENUES & EXPENDITURES	170.00			
Fund 265 - Drug Enforcement Fund				
TOTAL REVENUES	7,851.00	0.15	7,850.85	0.00
TOTAL EXPENDITURES	7,851.00	1,962.66	5,888.34	25.00
NET OF REVENUES & EXPENDITURES	0.00			
Fund 350 - City Hall Debt Fund				
TOTAL REVENUES	98,535.00	98,502.42	32.58	99.97
TOTAL EXPENDITURES	98,000.00	11,327.50	86,672.50	11.56
NET OF REVENUES & EXPENDITURES	535.00			

GL NUMBER	2016-17	YTD BALANCE	AVAILABLE	% BDGT
	AMENDED BUDGET	11/30/2016	BALANCE	USED
		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	
Fund 402 - Fire Equip Replacement Fund				
TOTAL REVENUES	30,060.00	29,975.16	84.84	99.72
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,060.00			
Fund 590 - Water Supply Fund				
TOTAL REVENUES	1,829,950.00	596,605.11	1,233,344.89	32.60
TOTAL EXPENDITURES	2,056,990.05	772,026.22	1,284,963.83	37.53
NET OF REVENUES & EXPENDITURES	(227,040.05)			
Fund 591 - Sanitary Sewer Fund				
TOTAL REVENUES	1,289,230.00	307,438.53	981,791.47	23.85
TOTAL EXPENDITURES	1,828,988.88	310,985.38	1,518,003.50	17.00
NET OF REVENUES & EXPENDITURES	(539,758.88)			
Fund 661 - Motor Pool Fund				
TOTAL REVENUES	277,820.00	59,571.41	218,248.59	21.44
TOTAL EXPENDITURES	261,301.00	73,846.44	187,454.56	28.26
NET OF REVENUES & EXPENDITURES	16,519.00			
Fund 865 - Sidewalks				
TOTAL REVENUES	10,000.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES	9,500.00	0.00	9,500.00	0.00
NET OF REVENUES & EXPENDITURES	500.00			
Fund 866 - Weed Fund				
TOTAL REVENUES	7,800.00	5,400.00	2,400.00	69.23
TOTAL EXPENDITURES	1,640.00	1,390.00	250.00	84.76
NET OF REVENUES & EXPENDITURES	6,160.00			

**SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
NOVEMBER 2016**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	26	0	0	0
#05-649	52	0	0	0
#12-144	106	0	0	0
#13-384	308	0	0	0
#09-226	111	0	0	20
#10-161	0	0	99	0
#14-514	318	0	3	0
TOTAL	921	0	102	20

SCPD200 Ticket Ledger Report

11/1/2016 12:00:00 AM - 11/30/2016 12:00:00

AM

Citation No	Citation Date Time	Location	Offense
10640	11/15/2016	Mary Crapo	
			8291 - 54003 - Traffic - Parked in Handicap Space
11205	11/5/2016	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11206	11/10/2016	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11207	11/10/2016	Durwood	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11210	11/10/2016	Hayes St	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11211	11/10/2016	Wade	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11212	11/10/2016	Wade St	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11213	11/15/2016	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11214	11/16/2016	Maple	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11215	11/16/2016	Maple	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11216	11/19/2016	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11217	11/19/2016	Parkridge	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11218	11/19/2016	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11219	11/29/2016	Durwood	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
1270203	11/10/2016	Meijers, 4141 S Morrish Rd	
			3078 - 30002 - Retail Fraud Theft 3rd Degree

1345468	11/2/2016	Meijers At 4141 Morrish Rd	
			3075 - 30003 - Retail Fraud Refund/Exchange 1st Degree
1345494	11/19/2016	Meijers, 4141 Morrish Rd	
			3074 - 30002 - Retail Fraud Theft 2nd Degree
1345495	11/19/2016	Meijers, 4141 Morrish Rd	
			3074 - 30002 - Retail Fraud Theft 2nd Degree
			4899 - 48000 - Obstruct Police (Other)
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
1345496	11/19/2016	Meijers, 4141 Morrish Rd	
			3074 - 30002 - Retail Fraud Theft 2nd Degree
1345497	11/19/2016	Meijers, 4141 Morrish Rd	
			3074 - 30002 - Retail Fraud Theft 2nd Degree
1345498	11/19/2016	Meijers, 4141 Morrish Rd	
			3074 - 30002 - Retail Fraud Theft 2nd Degree
1345499	11/20/2016	Morrish, 69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1482927	11/13/2016	Miller Rd E/b Near Elms	
			8280 - 54003 - Traffic - No Proof of Insurance
1482928	11/19/2016	Meijers, 4141 Morrish Rd	
			4899 - 48000 - Obstruct Police (Other)
			3074 - 30002 - Retail Fraud Theft 2nd Degree
1482929	11/23/2016	Elms Rd N/b At Miller Rd	
			8271 - 54003 - Traffic - No Operators License
1482930	11/27/2016	Admiral Gas Station, 7561 Miller Rd	
			8041 - 54002 - Operating Under the Influence of Intoxicating Liquor
			8280 - 54003 - Traffic - No Proof of Insurance
			8277 - 54003 - Traffic - Registration Law Violations
1482989	11/1/2016	Morrish Rd N/b Near Apple Crk	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1482990	11/1/2016	Miller W/b Near School	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1482991	11/1/2016	Miller Near Mclain	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
			8133 - 54003 - Traffic - Improper Turn from Wrong Lane
1482992	11/9/2016	Morrish Rd Near Apple Crk	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)

1482993	11/14/2016	Bristol Rd W/b Near Heritage Blvd	
			8280 - 54003 - Traffic - No Proof of Insurance
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8277 - 54003 - Traffic - Registration Law Violations
1482994	11/28/2016	Hill Road Near Oak Crk	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8280 - 54003 - Traffic - No Proof of Insurance
1483108	11/2/2016	1 Dragon At Swartz Crk High School	
			3562 - 35001 - Marijuana - Possess
			5503 - 55000 - Drugs - (Other)
1483109	11/12/2016	4903 Schafer Dr Apt #2	
			4801 - 48000 - Resisting Officer

Total Tickets : 34

Total Offenses : 44

210 OFFENSE SUMMARY

11/1/2016 12:00:00 AM – 11/30/2016 12:00:00

AM

Offense	Total
1178 - 11008 - CSC Fourth (4th) Degree - Forcible Contact	1
1302 - 13002 - Aggravated/Felonious Assault - Family - Other Weapon	2
1313 - 13001 - Assault and Battery/Simple Assault	3
1380 - 13003 - Telephone Used for Harassment, Threats	1
2305 - 23005 - Larceny - Personal Property from Vehicle	1
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	1
2399 - 23007 - Larceny (Other)	2
2609 - 26003 - Fraud - Identity Theft	1
2699 - 26001 - Fraud (Other)	1
2902 - 29000 - Damage to Property - Private Property	1
3074 - 30002 - Retail Fraud Theft 2nd Degree	1
3075 - 30003 - Retail Fraud Refund/Exchange 1st Degree	1
3512 - 35001 - Heroin - Possess	1
3562 - 35001 - Marijuana - Possess	3
3599 - 35001 - Dangerous Drugs (Other)	2
3898 - 38001 - Cruelty/Neglect (Other)	1
4801 - 48000 - Resisting Officer	2
4899 - 48000 - Obstruct Police (Other)	1
5006 - 50000 - Obstructing Justice	1
5007 - 50000 - Obstructing Court Order	2
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	1
8271 - 54003 - Traffic - No Operators License	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	2
9910 - 93001 - Traffic, Non-Criminal - Accident	2
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	3
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	1
9946 - 99001 - Miscellaneous - Suicide	1
9947 - 99002 - Miscellaneous - Natural Death	1
9953 - 99008 - Miscellaneous - General Assistance	2
9954 - 99009 - Miscellaneous - Non-Criminal	2
Total:	45

Public Works
Monthly Work Orders

12/01/16

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
16-000003 COMPLETED	WO10-005203-0000-03	GALBRAITH, DIANE 5203 WORCHESTER DR	11/01/16 11/01/16	WATER LEAK
LNDS16-0121	MI10-008461-0000-04	PIRROTTA, LUCIA 8461 MILLER RD	11/02/16	LANDSCAPING
STRT16-0072	GR10-005218-0000-01	CARSON, REX 5218 GREENLEAF DR	11/02/16	STREET REPAIR
STRT16-0073 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/03/16 11/04/16	STREET REPAIR
MNT16-0231 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	11/03/16 11/03/16	BUILDING MAINTENA
FLAG16-0150 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/07/16 11/08/16	LOWER/RAISE FLAG
VA-000002 COMPLETED	AU10-006280-0000-01	BLAKE, MICHAEL 6280 AUGUSTA ST	11/07/16 11/09/16	VALVE
ELEC16-0050 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/07/16 11/07/16	ELEC SETUP/TAKEDO
FNRD16-1108 COMPLETED	MI10-005482-0000-04	EASTERLING, MARJORIE 5482 MILLER RD	11/08/16 11/08/16	FINAL READ
ELEC16-0051 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/09/16 11/09/16	ELEC SETUP/TAKEDO
SETM16-0042 COMPLETED	BR20-007085-0000-01	KEEN, LILLIAN 7085 BRISTOL RD	11/09/16 11/09/16	SET METER
WOFF16-1571 COMPLETED	WI10-005200-0000-09	ZERKA, JOHN 5200 WINSHALL DR	11/10/16 11/11/16	WATER TURN OFF
GWO16-0379 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	11/11/16 11/11/16	GENERIC WORK ORDE
WTON16-0983 COMPLETED	WI10-005200-0000-09	ZERKA, JOHN 5200 WINSHALL DR	11/11/16 11/11/16	WATER TURN ON
GWO16-0380 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/11/16 11/11/16	GENERIC WORK ORDE
FLAG16-0151 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/14/16 11/15/16	LOWER/RAISE FLAG
FNRD16-1110 COMPLETED	MC10-005095-0000-02	REEVES, SHERYL I. 5095 MC LAIN ST	11/14/16 11/14/16	FINAL READ
DAPU16-0025 COMPLETED	PA10-007121-0000-03	WINKLER, ERIC 7121 PARK RIDGE PKY	11/14/16 11/14/16	DEAD ANIMAL PICK
WPRESS16-000008 COMPLETED	GR10-005207-0000-06	PLUMB, AMY 5207 GREENLEAF DR	11/14/16 11/14/16	WATER PRESSURE
FNRD16-1109 COMPLETED	DY10-003266-0000-01	CRIGGER, DEBRA 3266 DYE	11/15/16 11/15/16	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MNT16-0232	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/16/16	BUILDING MAINTENANA
WOFF16-1572 COMPLETED	MC10-005095-0000-02	REEVES, SHERYL I. 5095 MC LAIN ST	11/16/16 11/17/16	WATER TURN OFF
WOFF16-1573 COMPLETED	MI10-007084-SUMM-01	KROGER CO OF MI 7084 MILLER RD	11/17/16 11/17/16	WATER TURN OFF
WTON16-0984 COMPLETED	MI10-007084-SUMM-01	KROGER CO OF MI 7084 MILLER RD	11/17/16 11/17/16	WATER TURN ON
FNRD16-1111 COMPLETED	DO10-005354-0000-02	CHARVAT, ERIC 5354 DON SHENK DR	11/18/16 11/18/16	FINAL READ
WTON16-0986 COMPLETED	HA10-005014-0000-10	YAGER, AMBER 5014 HAYES ST	11/18/16 11/18/16	WATER TURN ON
WTON16-0987 COMPLETED	MC10-005095-0000-03	MONTINI, PIETRO 5095 MC LAIN ST	11/18/16 11/18/16	WATER TURN ON
WPRESS16-000009	EL20-007509-0000-02	YECKL, NANCY 7509 ELIZABETH CT	11/18/16	WATER PRESSURE
SETM16-0046	DY10-003266-0120-06	CRIGGER, DEBRA 3266 1/2 DYE RD	11/18/16	SET METER
WTON16-0985	DY10-003266-0120-06	CRIGGER, DEBRA 3266 1/2 DYE RD	11/18/16	WATER TURN ON
FNRD16-1112 COMPLETED	HA10-005014-0000-10	YAGER, AMBER 5014 HAYES ST	11/21/16 11/21/16	FINAL READ
GWO16-0381	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/21/16	GENERIC WORK ORDE
FNRD16-1113 COMPLETED	CH10-009044-0000-04	BREZNAU, DON 9044 CHELMSFORD DR	11/21/16 11/21/16	FINAL READ
FNRD16-1114 COMPLETED	BR20-007325-0000-02	BLACKWELL, DAYNA 7325 BRISTOL RD	11/22/16 11/22/16	FINAL READ
FLAG16-0152	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/28/16	LOWER/RAISE FLAG
WOFF16-1574 CANCELLED	CH20-009055-0000-04	SLACKTA, MICHELLE 9055 CHESTERFIELD DR	11/29/16	WATER TURN OFF
WOFF16-1575 CANCELLED	CH20-009222-0000-02	ANDERSON, JESSICA 9222 CHESTERFIELD DR	11/29/16	WATER TURN OFF
WOFF16-1576 COMPLETED	OA10-005153-0000-02	BECKLEY, MICHELLE 5153 OAKVIEW DR	11/29/16 11/29/16	WATER TURN OFF
WOFF16-1577 CANCELLED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	11/29/16	WATER TURN OFF
WOFF16-1578 CANCELLED	YA10-007060-0000-05	INDISH, KELLY 7060 YARMY DR	11/29/16	WATER TURN OFF
WOFF16-1579 CANCELLED	SE20-005371-0000-04	MACAULEY, ALGER & TINA 5371 SEYMOUR RD	11/29/16	WATER TURN OFF
WOFF16-1580	OX10-005149-0000-03	HYRMAN, DANIEL J	11/29/16	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CANCELLED		5149 OXFORD CT		
WOFF16-1581 CANCELLED	MI10-008013-0000-01	MONTINI, PIETRO 8013 MILLER RD	11/29/16	WATER TURN OFF
WOFF16-1582 COMPLETED	GR20-007442-0000-05	CZARNEY, ASHLEY 7442 GROVE ST	11/29/16 11/29/16	WATER TURN OFF
WOFF16-1583 COMPLETED	EL10-003474-0000-03	PIRKER-FREUHAUF, FRED 3474 ELMS RD	11/29/16 11/29/16	WATER TURN OFF
WOFF16-1584 CANCELLED	CH20-008500-0000-02	LOUGHEED, KATRINA 8500 CHESTERFIELD DR	11/29/16	WATER TURN OFF
WOFF16-1585 CANCELLED	CH20-009040-0000-02	STIFF, BRADLEY 9040 CHESTERFIELD DR	11/29/16	WATER TURN OFF
GWO16-0382	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/29/16	GENERIC WORK ORDE
FNRD16-1115	SE20-005284-0000-01	JOHNSON, DEBORAH 5284 SEYMOUR RD	11/29/16	FINAL READ
WOFF16-1586 CANCELLED	BI10-005241-0000-02	ROBERTSON, KEVIN 5241 BIRCHCREST DR	11/29/16	WATER TURN OFF
WOFF16-1587 CANCELLED	BR10-005032-0000-01	JOZWIAK, BERNADETTE 5032 BRADY ST	11/29/16	WATER TURN OFF
WOFF16-1588 CANCELLED	CH10-009033-0000-01	SPOHN, RAE 9033 CHELMSFORD DR	11/29/16	WATER TURN OFF
WOFF16-1589 COMPLETED	CH20-009104-0000-03	MCDONALD, ANTHONY 9104 CHESTERFIELD DR	11/29/16 11/30/16	WATER TURN OFF
WOFF16-1590 CANCELLED	DU10-005264-0000-01	SCHMIDT, ROBERT 5264 DURWOOD DR	11/29/16	WATER TURN OFF
WOFF16-1591 CANCELLED	EL10-003235-0000-06	DECKER, MARCIE 3235 ELMS RD	11/29/16	WATER TURN OFF
WOFF16-1592 COMPLETED	HI20-004172-0000-02	SHIN, YOUNG R 4172 HICKORY LN	11/29/16 11/30/16	WATER TURN OFF
WOFF16-1593 COMPLETED	IN10-008132-0000-02	TAYLOR, MELISSA 8132 INGALLS ST	11/29/16 11/29/16	WATER TURN OFF
WOFF16-1594 COMPLETED	MI10-008169-0000-03	JAGGER, MICHAEL 8169 MILLER RD	11/29/16 11/29/16	WATER TURN OFF
WOFF16-1595 COMPLETED	MO10-005126-0000-01	JEWETT, MARK 5126 MORRISH RD	11/29/16 12/01/16	WATER TURN OFF
WOFF16-1596 CANCELLED	PA10-007163-0000-05	HALE, HEATHER 7163 PARK RIDGE PKY	11/29/16	WATER TURN OFF
WOFF16-1597 COMPLETED	SE20-005291-0000-04	CESARO, MICHAEL 5291 SEYMOUR RD	11/29/16 11/29/16	WATER TURN OFF
WTON16-0988 COMPLETED	EL10-003474-0000-03	PIRKER-FREUHAUF, FRED 3474 ELMS RD	11/29/16 11/29/16	WATER TURN ON
WTON16-0989 COMPLETED	IN10-008132-0000-02	TAYLOR, MELISSA 8132 INGALLS ST	11/30/16 11/30/16	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WTON16-0990 COMPLETED	GR20-007442-0000-05	CZARNEY, ASHLEY 7442 GROVE ST	11/30/16 11/30/16	WATER TURN ON
WOFF16-1598 COMPLETED	BI10-005295-0000-03	LIESEN, MICHAEL 5295 BIRCHCREST DR	11/30/16 11/30/16	WATER TURN OFF
WOFF16-1599 COMPLETED	FO10-005020-0000-05	WEFEL, DUSTIN 5020 FORD ST	11/30/16 11/30/16	WATER TURN OFF
WOFF16-1600 CANCELLED	HE10-005182-0000-03	VIEAU, MARK 5182 HELMSLEY DR	11/30/16	WATER TURN OFF
WOFF16-1601 COMPLETED	MA20-008051-0000-04	SHAVER, BETHANY 8051 MAPLE ST	11/30/16 11/30/16	WATER TURN OFF
WOFF16-1602	MI10-006141-0000-02	WOODRUFF, ADAM 6141 MILLER RD	11/30/16 12/01/16	WATER TURN OFF
WOFF16-1603 CANCELLED	MI10-007191-0000-02	DAVIS, JOSHUA 7191 MILLER RD	11/30/16	WATER TURN OFF
WOFF16-1604 COMPLETED	MI10-008247-0000-09	YOUNGBLOOD, PATRICIA 8247 MILLER RD	11/30/16 11/30/16	WATER TURN OFF
WOFF16-1605 COMPLETED	MI10-008400-0000-02	WRIGHT, MELISSA 8400 MILLER RD	11/30/16 11/30/16	WATER TURN OFF
WOFF16-1606 CANCELLED	OA10-005247-0000-01	TREVILLIAN, DARLENE 5247 OAKVIEW DR	11/30/16	WATER TURN OFF
WOFF16-1607 COMPLETED	SC20-005086-0000-02	HORST, STEVEN 5086 SCHOOL ST	11/30/16 11/30/16	WATER TURN OFF
WOFF16-1608 COMPLETED	SE20-005195-0000-05	GRANGER, HEATHER 5195 SEYMOUR RD	11/30/16 11/30/16	WATER TURN OFF
SETM16-0047	FA10-005057-0000-02	ROBINS, JANE 5057 FAIRCHILD ST	11/30/16	SET METER
DAPU16-0026	MI10-008084-0000-01	PATTEN, EUGENE F 8084 MILLER RD	11/30/16	DEAD ANIMAL PICK
WTON16-0992 COMPLETED	SC20-005086-0000-02	HORST, STEVEN 5086 SCHOOL ST	11/30/16 11/30/16	WATER TURN ON
16-000017	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/30/16	JET SEWER
WOFF16-1609	SE20-005361-0000-03	ASBURY, MICHELLE 5361 SEYMOUR RD	11/30/16	WATER TURN OFF
WOFF16-1610	ST10-006327-0000-00	PAPE, WALTER 6327 ST CHARLES PASS	11/30/16 12/01/16	WATER TURN OFF
WOFF16-1611 COMPLETED	WA10-007465-0000-02	PLUMB, ANGELA L 7465 WADE ST	11/30/16 12/01/16	WATER TURN OFF
WOFF16-1612 COMPLETED	WI10-005414-0000-03	ORVIS, JACQUELINE 5414 WINSHALL DR	11/30/16 12/01/16	WATER TURN OFF
WOFF16-1613 CANCELLED	WO10-005192-0000-01	MORRISON, PAUL W 5192 WORCHESTER DR	11/30/16	WATER TURN OFF
WOFF16-1614	WO10-005285-0000-03	BANACKI, PHILLIP	11/30/16	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5285 WORCHESTER DR	12/01/16	
WOFF16-1615	PA10-007112-0000-06	MCFARLANE, KEELY	11/30/16	WATER TURN OFF
COMPLETED		7112 PARK RIDGE PKY	12/01/16	
WOFF16-1616	HA10-005019-0000-03	COY, TERRY	11/30/16	WATER TURN OFF
COMPLETED		5019 HAYES ST	12/01/16	
WOFF16-1617	WO10-005299-0000-01	CRAMER, KENNETH	11/30/16	WATER TURN OFF
CANCELLED		5299 WORCHESTER DR		
WOFF16-1618	OX10-005155-0000-07	WEST, CHRISTINE K	11/30/16	WATER TURN OFF
		5155 OXFORD CT		
WOFF16-1619	SC20-005021-0000-11	LAMB, TIMOTHY	11/30/16	WATER TURN OFF
CANCELLED		5021 SCHOOL ST		
WOFF16-1620	MI10-008461-0000-04	PIRROTTA, LUCIA	11/30/16	WATER TURN OFF
CANCELLED		8461 MILLER RD		
WOFF16-1621	JE10-004134-0000-03	DOLLINGER, D'ANNE	11/30/16	WATER TURN OFF
COMPLETED		4134 JENNIE LN	12/01/16	
WOFF16-1622	GR10-005296-0000-05	MCQUISTON, NICOLE	11/30/16	WATER TURN OFF
CANCELLED		5296 GREENLEAF DR		
WTON16-0993	HI20-004172-0000-02	SHIN, YOUNG R	11/30/16	WATER TURN ON
COMPLETED		4172 HICKORY LN	11/30/16	
WTON16-0995	MI10-008169-0000-03	JAGGER, MICHAEL	11/30/16	WATER TURN ON
COMPLETED		8169 MILLER RD	11/30/16	
SETM16-0045	LI10-007167-0000-02	STINNETT, MARGIE	11/30/16	SET METER
COMPLETED		7167 LINDSEY DR	11/30/16	

Total Records: 96

Report Generated: 12/1/2016 4:15 PM

Report Options: Scheduled From: 11/1/2016 To: 11/30/2016

DPS ACTIVITY

NOVEMBER 2016

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS	12.50		0.05	0.25		
345.0 P S BLDG	21.58		0.40	0.12		
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	12.36		0.33	0.24		
783.0 ELMS PARK	22.94		0.73	0.30		
784.0 BICENT. PARK	6.00			0.15		
790.0 SENIOR CENTER/LIBRARY	34.08		0.40	0.24		
793.0 CITY HALL	29.86		0.33	0.29		
794.0 COMM PROMO	24.00		0.46	0.88		
796.0 CEMETERY	25.00			0.64		
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	6.00			0.21		
463.0 STREET MAIN	31.00		1.52	0.28		
474.0 TRAFFIC	13.00		0.32	0.01		
478.0 SNOW & ICE						
482.0 ADMIN	17.00		1.34			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	134.00		12.87	1.84	6.00	
474.0 TRAFFIC	28.50		0.68	0.54		
478.0 SNOW & ICE						
482.0 ADMIN	11.00		1.06			
226 GARBAGE FUND						
528.0 COLLECT	9.08		0.51	0.06		
530.0 WOODCHIPPING	79.08		0.40	2.15		
782.0 WINSHALL PARK GARBAGE	5.00			0.41		
783.0 ELMS PARK GARBAGE	9.50		0.05	0.55		
793.0 CITY HALL	6.25			0.08		
590 WATER						
540.0 WATER SYSTEM	230.95		8.48	5.13	1.00	
540.0 WATER-ON CALL						
542.0 READ & BILL	4.75		0.17	0.26		
793.0 CITY HALL	15.61			0.18		
591 SEWER						
536.0 SEWER SYSTEM	57.42		2.99	0.55	1.00	
536.0 SEWER-ON CALL						
537.0 LIFT STATION	11.00		0.11	0.32		
542.0 READ & BILL	4.75		0.17	0.26		
793.0 CITY HALL	15.64			0.18		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	68.15		1.13	2.88		
DAILY HOURS TOTAL	946.00	0.00	34.50	19.00	8.00	0.00

November 2016	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	822.0		64.0		
#7-15 4WD gas	446.0		51.0		
#3-08 P/U 4WD gas	388.0		44.0		
09-03 P/U 4WD diesel	286.0				29.1
#2-08 P/U 4WD gas	418.0		49.0		
#6-00 BACKHOE diesel					
#11 DUMP gas	116.0		12.2		
#12-02 DUMP diesel					
#12-04 DUMP diesel					
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					19.0
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas	49.0		11.0		
#21 WOOD CHIPPER diesel					16.0
#807 STREET SWEEPER diesel	174.0				113.0
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
TOTAL	2699.0		231.2		177.1

DPS Equipment Rental
 November 2016
 Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 09-03	4WD 7-15,3-08 2-08, 09-03a	2WD 5-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections	5.5												
101.450 Forestry													
101.781 Paltas Amphi													
101.782 Winshall Pk	1		1.2										
101.783 Elms Pk	4		3.2										
101.784 Bicentennial Pk	4												
101.790 Sen Ctr/Lib	20		1.6										
101.345 PS Bldg	20		1.6										
101.793 City Hall	23.5		1.2										
101.794 Comm Promo	51				20								
661.795 City Garage			0.6										
101.796 City Cem	17												
202.463 Maint. Major	4											2	
202.474 Traffic-Major	6												
202.478 Snow/Ice-Maj													
202.482 Major-Admin			3.2										
203.463 Maint-Local	5									2			
203.474 Traffic-Local	17.5												
203.478 Snow/Ice-Local													
203.482 Local-Admin			1										
226.528 Waste Collect	4		1.2										
226.530 Woodchipping	14		1.2					20					
590.540 Water System	55		12										
590.542 Water-Read/Bill	3												
591.536 Sewer System	13		12										
591.537 Sewer Lift Stat	6												
226.782 Winshall Pk Gbg													
226.783 Elms Pk Gbg	2												
591.542 Sewer Read/Bill	3												
Total	278.5	0	40	0	0	20	0	20	0	2	0	2	0

DPS Equipment Rental
 November 2016
 Page 2

Nature Of Work	Portable Generator	Case Backhoe 17	Sweeper	JD Tractor 19	Chipper	#42 Arrow	Arrow Board	Trailer	Roller	Pressure Washer	Post Hole Digger	01'98	open
101.262 Elections													
101.450 Forestry													
101.781 Pajtas Amphi													
101.782 Winshall Pk													
101.783 Elms Pk													
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib													
101.345 PS Bldg													
101.793 City Hall													
101.794 Comm Promo													
661.795 City Garage													
101.796 City Cem													
202.463 Maint. Major													
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local			67										
203.474 Traffic-Local													
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect		1											
226.530 Woodchipping					20								
590.540 Water System													
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
Total	0	1	67	0	20	0	0	0	0	0	0	0	0

12/06/2016

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 11/01/2016 - 11/30/2016

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
11/03/2016	42852	ACE-SAGINAW PAVING COMPANY	COLD PATCH	822.46
11/03/2016	42853	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.72
			UNIFORMS, MATS, SUPPLIES, ENV.	118.70
				151.42
11/03/2016	42854	C & H CONSTRUCTION CO INC	RD RSTRTN YOUNG/CARDIGAN/OAKVW-CHSTRFLD	19,511.55
11/03/2016	42855	D & G SIGNS LLC	8' VOTE HERE FLAG FOR ELECTIONS	280.14
11/03/2016	42856	FAMILY FARM AND HOME INC	GLOVES/RAMIK BARS 4 LB	20.48
			NUTS/BOLTS/WASHER	1.89
			RV ANTIFREEZE	24.90
			GLOVES	20.98
			PIGSKIN GLOVES	8.00
				76.25
11/03/2016	42857	FERGUSON WATERWORKS #3386	5 1/4 X 4 VLV BX RSR	59.76
11/03/2016	42858	FRED PRYOR SEMINARS	OSHA SEMINAR 11/9/16 SVRCEK	179.00
11/03/2016	42859	GENESEE COUNTY	GAIN MEMB DUES 10/1/16-9/30/17	500.00
11/03/2016	42860	GILL ROYS HARDWARE	DISH SOAP/DRYWALL SCREWS	13.58
			LINE MARKING CVRS 2 PK/ROLLER CVRS 3 PK	12.98
			1 GAL RED PAINT	34.99
			5 PC BRUSH/WHITE PAINT	8.98
			1 GAL STAIN	35.99
			3 PK ROLLER COVERS/DECK CORRECT BASE 2 G	76.97
			DECK CORRECT BASE (3)	217.97
			EXT POLE/6 PK ROLLER CVRS/ROLLER FRAME/T	31.96
			PVC SLIP CAP	1.59
			SLIP CAP	0.99
			3/8" MIDLINK	6.99
			WHITE WOOD FILLER	3.59
			PVC COUPLING (2)	11.18
			1 GAL YELLOW PAINT/LINE MARKING CVR/BRUS	46.97
			1 GAL YELLOW PAINT	27.99
			YELLOW PAINT 1 GAL.	27.99
			GALV COUPLING/GALV NIPPLE	17.58
			BLACK PIPE	3.54
			1 GAL STAIN	35.99
			YARD WASTE BAGS 2 PK	15.98
			GARBAGE BAGS/GLADE/LEATHER CLEANER	19.56
			ANTIFREEZE (2)/PRESSURE HOSE	53.87
			OIL NOZZLE	12.99
			AEROSOL LUBRICANT	11.99
			65W FLUOREX BULB	18.99
			RETURN SLIP CAP	(0.99)
			RETURN 1 GAL YELLOW PAINT	(33.99)
			RETURN 65W FLUOREX BULB	(18.99)
			OCT 2016 DISCOUNT	(69.16)
				628.07
11/03/2016	42861	HYDRO DESIGNS INC	OCT-DEC 2016 WTR CROSS CONN CNTRL AND CO	855.00
11/03/2016	42862	JEREMY J HART	REPAIR BACK DOOR/DPW BLDG	250.00
			DOOR WITH WINDOWS/WEATHRSTRP/BACKET	2,151.00
				2,401.00
11/03/2016	42863	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	850.00
11/03/2016	42864	MID STATES BOLT AND SCREW CO	BOLTS (19)/LOCKNUT (19)	49.62
11/03/2016	42865	MILES TREE SERVICE INC	TREE TRIMMING & REMOVAL/STUMP GRINDING	2,000.00

11/03/2016	42866	PITNEY BOWES INC.	1 BOX RED INK CARTRIDGE	61.19
11/03/2016	42867	RWS OF MID MICHIGAN	OCT 2016 FY17 GARBAGE/RECYCLING/YARD WAS	21,472.00
11/03/2016	42868	VERIZON WIRELESS	OCT 2016 MONTHLY INVOICE	796.73
11/03/2016	42869	WINS ELECTRICAL SUPPLY CO INC	LIGHT FOR FLAG POLE	498.14
11/10/2016	42870	AIS CONSTRUCTION EQUIPMENT CORP	96" TOEPLATE	463.11
11/10/2016	42871	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.72
			UNIFORMS, MATS, SUPPLIES, ENV.	104.00
				<u>136.72</u>
11/10/2016	42872	BELL EQUIPMENT CO	EML/REPAIR STREET SWEEPER	250.00
11/10/2016	42873	BRIDGEPORT EQUIPMENT CO	PARTS FOR CASE BACKHOE	135.00
11/10/2016	42874	BS & A SOFTWARE	MR TAX ANNUAL MNTC 11/1/16-11/1/17	1,578.00
11/10/2016	42875	CONNIE ESKEW	ELECTION SUPPLIES	60.31
11/10/2016	42876	CONSUMERS ENERGY	10/4-11/2/16 A 4125 ELMS RD	54.11
11/10/2016	42877	CONSUMERS ENERGY	10/5-11/2/16 A 4125 ELMS RD PAVILION	25.91
11/10/2016	42878	CONSUMERS ENERGY	10/1-10/31/16 A 8011 MILLER RD	22.57
11/10/2016	42879	CONSUMERS ENERGY	10/2-10/31/16 A 9099 MILLER RD	33.39
11/10/2016	42880	CONSUMERS ENERGY	10/1-10/31/16 A 8095 CIVIC DR	832.48
11/10/2016	42881	CONSUMERS ENERGY	10/2-10/31/16 A 5361 WINSHALL DR	24.44
11/10/2016	42882	CONSUMERS ENERGY	10/2-10/31/16 A 5257 WINSHALL DR	22.57
11/10/2016	42883	CONSUMERS ENERGY	10/1-10/30/16 A 8083 CIVIC DR	628.17
11/10/2016	42884	CONSUMERS ENERGY	10/2-10/31/16 A WINSHALL RESTROOMS	31.39
11/10/2016	42885	CONSUMERS ENERGY	9/30-10/28/16 A 8499 MILLER RD	23.38
11/10/2016	42886	CONSUMERS ENERGY	10/1-10/30/16 A 8100 CIVIC DR	1,038.56
11/10/2016	42887	CONSUMERS ENERGY	10/2-10/31/16 A 4510 MORRISH RD	34.22
11/10/2016	42888	CONSUMERS ENERGY	10/1-10/31/16 STREET LIGHTS	8,347.00
11/10/2016	42889	CONSUMERS ENERGY	10/1-10/31/16 4524 MORRISH RD	40.59
11/10/2016	42890	CONSUMERS ENERGY	10/1-10/31/16 TRAFFIC LIGHTS	392.84
11/10/2016	42891	CONSUMERS ENERGY	10/1-10/31/16 SIRENS	26.09
11/10/2016	42892	CONSUMERS ENERGY	10/1-10/31/16 ELMS PARKING LOT	27.01
11/10/2016	42893	CONSUMERS ENERGY	10/4-11/2/16 A 6425 MILLER PARK RIDE	74.83
11/10/2016	42894	DAVID KRUEGER	POLICE AUTH MTG MILEAGE 10/20 & 10/26/16	16.20
			SMALL CITIES MTG 11/2/16 MILEAGE/DINNER	28.66
				<u>44.86</u>
11/10/2016	42895	ETNA SUPPLY COMPANY	BLUE MARKING PAINT (6)	29.94
11/10/2016	42896	FERGUSON ENTERPRISES INC	R900I METER (6)/MTR WSHR (50)	1,206.87
			3/4 RUB MTR WSHR	13.00
				<u>1,219.87</u>
11/10/2016	42897	FIDELITY SECURITY LIFE INSUR/EYEMED	NOV 2016 VISION-RETIRES (5)/COBRA (1)	30.06
11/10/2016	42898	FLINT WELDING SUPPLY	FAX/CYLINDER COMPRESSED OXYGEN	5.00
11/10/2016	42899	GENESEE CTY DRAIN COMMISSIONER	COMM PUBLIC WATER SUPPLY FEE	3,037.09
11/10/2016	42900	GENESEE CTY DRAIN COMMISSIONER	MISS DIG MAY-OCT 2016	129.00
11/10/2016	42901	HENDERSON GLASS	REPLACE GLASS WINDOW/PUBLIC SAFETY BLDG	463.26
11/10/2016	42902	JAMS MEDIA LLC	SIDEWALK NOTICE	42.30
			PUBLIC HEARING - POLICE MERGER	42.30
			HYDRANT FLUSHING	42.30
			SNOW PLOWING BID	42.30
				<u>169.20</u>
11/10/2016	42903	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	850.00
11/10/2016	42904	KCI	POSTAGE FOR WINTER 2016 TAX BILLS	631.80
11/10/2016	42905	L E O R T C	FALL 2016 MEMBERSHIP LED	818.00
11/10/2016	42906	LANDMARK APPRAISAL CO	NOV 2016 FY17 ASSESSING SERVICES OCTOBER	2,466.25
11/10/2016	42907	MICHIGAN STATE POLICE	SRMS RECORDS MANAGEMENT 10/1/16-9/30/17	1,800.00
11/10/2016	42908	PPSMG URGENT MEDICAL CARE PLLC	NEW HIRE PT PHYSICAL T DUNKLEE	105.00
11/10/2016	42909	REBECCA THIELL	MILEAGE - WATER DISTRIBUTION LICENSE	57.24
11/10/2016	42910	RICHARD ABRAMS	SMALL CITIES MTG 11/2/16 DINNER/MILEAGE	30.36
11/10/2016	42911	SELF SERVE LUMBER CO.	PATIO STONE	1.99
11/10/2016	42912	SIMEN FIGURA & PARKER PLC	OCT 2016 GEN'L/TRAFFIC/ORDIN	4,659.00
11/10/2016	42913	STATE OF MICHIGAN-DEPART. TREA	MCAO RENEWAL/ZETTEL	175.00

11/10/2016	42914	SUPER FLITE OIL CO INC	10/1-10/31/16 FUEL USAGE - POLICE	1,376.26
11/10/2016	42915	SUPER FLITE OIL CO INC	10/1-10/31/16 FUEL USAE - DPW	949.54
11/10/2016	42916	TRANSUNION RISK AND ALTERNATIVE	INVESTIGATIVE	25.00
11/10/2016	42917	TUCKER PLUMBING	REPAIR TOILET/LIBRARY	135.00
11/10/2016	42918	VILLAGE CLEANERS	OCT 2016 UNIFORM CLEANING	90.50
11/17/2016	42919	AMERICAN MESSAGING	NOV 2016 8108332563 8108331159	26.04
11/17/2016	42920	AMERICAN PLANNING ASSOCIATION	APA DUES/MI CHPTR/AICP DUES/APA JOURNAL	611.00
11/17/2016	42921	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.72
11/17/2016	42922	BETTY SHANNON	RETIREE PORTION OF 2015 BCN REBATE	111.25
11/17/2016	42923	BIO-SERV CORPORATION	PEST CONTROL/PUBLIC SAFETY BLDG	52.00
11/17/2016	42924	BLUE CARE NETWORK-EAST MI	DEC 2016 RETIREE MED INS/KELLY	697.10
			DEC 2016 RETIREE MED INS O'BRIEN	1,234.31
			DEC 2016 RETIREE MED INS/CLOLINGER	1,254.22
			DEC 2016 COBRA MED INS/BUECHE	534.90
				<u>3,720.53</u>
11/17/2016	42925	CONNIE BUECHE	RETIREE PORTION OF 2015 BCN REBATE	119.62
11/17/2016	42926	CONSUMERS ENERGY	10/3-10/31/16 A 8301 CAPPY LN	219.58
11/17/2016	42927	CONSUMERS ENERGY	10/1-10/30/16 A 5121 MORRISH RD	583.79
11/17/2016	42928	CONSUMERS ENERGY	10/1-10/30/16 A 8059 FORTINO DR	54.78
11/17/2016	42929	CURBCO	CRACK SEALING ON SEYMOUR AND LOCAL STREE	33,420.00
			CRACK SEALING ON ELMS/MORRISH/MILLER/SEY	23,646.23
				<u>57,066.23</u>
11/17/2016	42930	DANIEL L RHANOR	REPAIR CIVIC CENTER SIGN	170.00
11/17/2016	42931	DAVID KRUEGER	BOMB THREAT MGMT SEMINAR	61.02
11/17/2016	42932	DELTA DENTAL PLAN	DEC 16 DENTAL-RETIRES (5)/COBRA (1)	365.82
11/17/2016	42933	DORNBOSS SIGN & SAFETY INC	SIGNS (31)	775.80
11/17/2016	42934	GCGC	GCGC MTG 12/15/16 ESKEW	20.00
11/17/2016	42935	INTEGRITY BUSINESS SOLUTIONS	KITCHEN TOWELS/FACIAL TOWEL	96.14
11/17/2016	42936	KLEE MFG & DIST	ST OF MI FLAG	89.40
11/17/2016	42937	MICHIGAN MUNICIPAL LEAGUE	NEWLY ELECT OFFLS TRAIN/CRAMER 11/16/16	90.00
11/17/2016	42938	MID MICHIGAN MANUFACTURING	JETTED SEWER & STORM DRAINS	935.00
11/17/2016	42939	MY-CAN LLC	PORTAJON RENTAL 10/16-11/13/16	205.00
11/17/2016	42940	PITNEY BOWES INC.	RENTAL CHARGES 8/30-11/29/16	158.34
11/17/2016	42941	PPSMG URGENT MEDICAL CARE PLLC	HEP B SHOT/THIELL	30.00
11/17/2016	42942	PREMIUM TITLE AGENCY	UB REFUND FOR 5026 HAYES	123.32
11/17/2016	42943	ROBERT B MCCULLOUGH JR	REFUND OVERPAYMENT 58-36-526-042	1.85
11/17/2016	42944	ROWE PROFESSIONAL SERVICES CO	WRSTR/CHSTFLD WTRMN&RECON 2017/ST PRSV	37,005.75
11/17/2016	42945	ROWE PROFESSIONAL SERVICES CO	WNTN-FRCHLD WTRMN/SWR RHB/MLR-FRCHLD CE	775.00
11/17/2016	42946	ROWE PROFESSIONAL SERVICES CO	BAL #79790 WINSTON/FAIRCHILD CONST MTG R	100.00
11/17/2016	42947	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	256.00
11/17/2016	42948	SUBURBAN AUTO SUPPLY	TAIL LAMP	11.19
			ANTIFREEZE	23.98
				<u>35.17</u>
11/17/2016	42949	SWARTZ CREEK AREA FIRE DEPT.	OCT 2016 MONTHLY RUNS	3,415.26
11/17/2016	42950	UNUM LIFE INSURANCE	DEC 16 RETIREE LIFE INS CLOLINGER/SHANNO	20.25
11/17/2016	42951	USV OPTICAL	REFUND OVERPAYMENT 58-80-740-014	1.13
11/18/2016	42952	GENESEE CTY DRAIN COMMISSIONER	CONSTRUCTION PLAN REVIEW/PAVING PROJECT	250.00
11/18/2016	42953	GENESEE CTY DRAIN COMMISSIONER	SOIL EROSION CONTROL PERMIT FEE/PAVING P	100.00
GEN TOTALS:				
Total of 102 Checks:				192,472.03
Less 0 Void Checks:				0.00
Total of 102 Disbursements:				<u>192,472.03</u>

INTERLOCAL AGREEMENT ESTABLISHING THE PAYMENT OF POST-RETIREMENT BENEFITS BY THE CHARTER TOWNSHIP OF MUNDY, THE CITY OF SWARTZ CREEK, AND THE METRO POLICE AUTHORITY OF GENESEE COUNTY FOR EMPLOYEES OF THE CHARTER TOWNSHIP OF MUNDY AND THE CITY OF SWARTZ CREEK THAT WERE TRANSFERRED TO THE METRO POLICE AUTHORITY OF GENESEE COUNTY

This Agreement (“Agreement”) dated January 1, 2017 (“Agreement Date”) and effective on the Effective Date as defined herein is being entered into pursuant to the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*, and is made by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473, the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473, and the Metro Police Authority of Genesee County, whose address is 4029 West Grand Blanc Road, Swartz Creek, Michigan 48473. The Charter Township of Mundy, the City of Swartz Creek, and the Metro Police Authority of Genesee County may sometimes herein be referred to as the Party if used in the singular or the Parties if referred to collectively.

RECITALS

WHEREAS, the Charter Township of Mundy (“Township”) operated a police department to provide public safety to the residents and visitors to the Township; and

WHEREAS, the City of Swartz Creek (“City”) operated a police department to provide public safety to the residents and visitors to the City; and

WHEREAS, the Township and City have established the Metro Police Authority of Genesee County (“Authority”), pursuant to the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*; and

WHEREAS, all of the requirements for the Authority to become a legal entity have been satisfied; and

WHEREAS, during the establishment of the Authority, the City and Township each transferred employees and equipment to the Authority; and

WHEREAS, in an effort to ensure fairness to the Township, City, and Authority, the parties hereto are executing this Agreement to establish the manner in which post-retirement medical benefits will be paid to the former City and Township employees which were transferred into the Authority; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Township, City, and Authority agree as follows:

ARTICLE I
ADOPTION OF RECITALS

All of the matters stated in the Recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein. However, in cases of conflict, provisions of this Agreement shall prevail over the matters stated in the Recitals.

ARTICLE II
TERM AND TERMINATION

This Agreement shall continue until the employees transferred to the Authority by the City or the Township no longer qualify for post-retirement medical benefits or until the laws of the State of Michigan restrict or forbid the payment of post-retirement medical benefits.

ARTICLE III
POST-RETIREMENT BENEFIT PAYMENT

The parties hereto have developed Exhibit A, Municipal Share of Post Employment Retirement Expenses Based Upon Years of Service chart, attached hereto and incorporated herein. Exhibit A sets forth the percentage that the Township and/or City (therein the "Municipality"), and/or the Authority shall pay, of the total annual cost of post-retirement health care benefits of the employees of the Authority based on the employees' years of service with the Township, the City, and/or the Authority, subject to the following:

1. Only Years of Service accrued at the Township and/or City prior to the date of this Agreement shall be included in this calculation.

2. For the circumstance in which a retiree works partial years of service at both the Township and/or City, and the Authority, for which a full year of service credit toward retirement is accrued, the entity at which 6 months or greater of that year of service credit is accrued shall be responsible for that year of cost sharing as set forth on Exhibit A.

3. The City percentage share as set forth by Exhibit A is further subject to the following conditions:

a. The total annual Post Employment Retirement Expenses shall not exceed 100% of the premium calculated at the time of retirement for Medical and Hospitalization benefits due retirees pursuant to Section 6 of Article 22 of the agreement between the City and the Police Officers Labor Council dated April 30, 2012, (And Appendix A thereof), both attached hereto as Exhibit B. Further, the City shall not be responsible for any expenses incurred for provision of any post employment retirement benefits for any retiree(s) 65 years of age or older, nor any post employment retirement benefits provided to retiree spouses who are eligible for Medicare benefits. Any cost increase of said benefits shall be borne exclusively by the

retiree(s) or subsequent agreement between retiree(s) and Authority. Any cost increase due to an increase in benefit level or benefits granted to retirees due to subsequent agreement shall be borne exclusively by Authority.

b. In the event that retiree benefit levels and/or costs thereof are reduced to an amount equivalent to less than 100% of the premium costs calculated at the time of retirement of any retiree, for any reason, the City's payment thereof shall be the actual cost of the benefit subject to the cost sharing set forth in Exhibit A.

c. In the event that the retiree Medical and Hospitalization benefits plan as set forth in Appendix A of Exhibit B is no longer offered, the City shall propose a reasonably equivalent plan offered by the same provider to the Authority for purposes of the cost calculations set forth in this provision 3(a)-(c), for which the Authority shall not unreasonably withhold approval.

4. The Township percentage share as set forth by Exhibit A is further subject to the following conditions:

a. The total annual Post Employment Retirement Expenses for each retiree under the age of 65 shall not exceed the cost of health care benefits provided by the Township to each active employee in any given calendar year, consistent with the benefits conferred by the parallel provisions both set forth at Article 20, Section 20.2 of the agreements between the Township and Mundy Township Police Officers / Mundy Township Command Officers, both dated April 2013 and collectively attached hereto as Exhibit C. Any benefit cost above this level shall be borne exclusively by the retiree(s) or subsequent agreement between retiree(s) and Authority. Any cost increase due to an increase in benefit level or benefits granted to retirees due to subsequent agreement shall be borne exclusively by the Authority.

b. The total annual Post Employment Retirement Expenses for each retiree over the age of 65 shall not exceed the cost of health care benefits established by Exhibit C for purposes of determining the Township's maximum cost sharing liability pursuant to the cost sharing set forth in Exhibit A. Any benefit cost above this level shall be borne exclusively by the retiree or subsequent agreement between retiree(s) and Authority. Any cost increase due to an increase in benefit level or benefits granted to retirees due to subsequent agreement shall be borne exclusively by the Authority.

c. The calculation of the total annual Post Employment Retirement Expenses for each retiree for which the Township is responsible shall be subject to the limitations set forth in Exhibit C, including but not limited to ineligibility for benefits due to eligibility for benefits under another health care plan.

d. In the event that retiree benefit levels and/or costs thereof are reduced to an amount less than the amount the Township would otherwise be responsible pursuant to Exhibit C for any retiree, for any reason, the Township's payment thereof shall be the actual cost of the benefit subject to the cost sharing set forth in Exhibit A.

ARTICLE IV
MISCELLANEOUS

Section 4.01. Captions and Headings. The captions, headings, and titles in this Agreement are for convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 4.02. Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

Section 4.03. Due Execution of this Agreement. Each Party shall duly execute not less than four (4) copies of this Agreement, each of which, taken together, is an original but all of which constitute one (1) instrument.

Section 4.04. Emergency Manager. Notwithstanding any provision of this Agreement, if an emergency manager has been appointed under the local financial stability and choice act, Act 436 of the Michigan Public Acts of 2012, as amended, being MCL § 141.1541 to 141.1575, with respect to the Authority, then the emergency manager may exercise the authority and responsibilities provided in this Agreement to the extent authorized by Act 436 of the Michigan Public Acts of 2012.

Section 4.05. Addresses and Notice. Unless otherwise provided herein and with the exception of invoices for payment and payments submitted, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postage paid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Township, to:

Charter Township of Mundy
Attn: Township Clerk
3478 Mundy Avenue
Swartz Creek, Michigan 48473

If to City, to:

City of Swartz Creek
Attn: City Clerk
8083 Civic Drive
Swartz Creek, Michigan 48473

If to Authority, to:

Metro Police Authority of Genesee County
Attn: Chief of Police
4029 West Grand Blanc Road
Swartz Creek, Michigan 48473

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Parties hereto.

Section 4.06. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 4.07. Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words, to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Michigan or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 4.08. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not construed strictly for or against any party.

Section 4.09. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State of Michigan.

Section 4.10. Amendment. This Agreement may be amended, or an alternative form of this Agreement adopted, only upon written agreement of all Parties. Any agreement or contract among the Parties that is inconsistent with this Agreement shall be adopted as an amendment to the Agreement and be approved as provided in Act No. 7 of the Michigan Public Acts of 1967 by the governing bodies of the Parties prior to becoming effective.

Section 4.11. Construction. This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. This Agreement therefore shall not be construed against any Party to this Agreement.

Section 4.12. Assignability and Successor Interest. This Agreement may be assigned or the rights herein may otherwise be transferred from the Township or City to a duly formed successor agency or entity, or to the State of Michigan, provided that no obligations of the Authority set forth in this Agreement shall be affected by any such assignment or transfer. If either Party desires to make such transfer or assignment, they shall first provide thirty (30) days written notice to the other Parties to provide the opportunity for comments.

Section 4.13. Effective Date. This Agreement is effective on January 1, 2017.

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

David Guigear
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

METRO POLICE AUTHORITY OF GENESEE COUNTY

Dated: _____

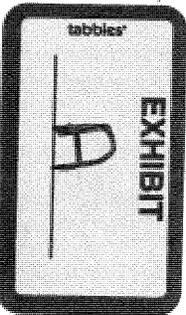
By: _____

Chairperson

Address: 4029 West Grand Blanc Road
Swartz Creek, Michigan 48473

This Agreement was prepared by
Kevin Kilby (P68599)
McGraw Morris P.C.
2075 W. Big Beaver Road
Suite 750
Troy, Michigan 48084
(810) 569-0352
kkilby@mcgrawmorris.com

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Municipal Share of Post Employment Retirement Expenses Based Upon Years of Service

Authority Years of Service	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
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(72) hours. In the event of resignation, the provisions of Article 34 apply.

ARTICLE NO. 21 EDUCATIONAL LEAVE

Section No. 1. Employees who have acquired at least four (4) years of seniority and who desire to further their education in line with their employment may be granted a leave of absence not to exceed two (2) years.

Section No. 2. Seniority will not accumulate during educational leaves.

Section No. 3. Such leave will be without pay and employees on such leave shall not derive any benefits from this agreement.

Section No. 4. Employees may at their own expense continue hospitalization and life insurance coverage offered by the Employer during educational leave, provided the insurance carrier approves.

Section No. 5. If the employee elects to continue the coverage listed in Section No.4 as a condition of continued coverage, the employee must pay six- (6) month's premium in advance to the Employer. Insurance coverage will be canceled upon any arrears of payment by the employee.

Section No. 6. Each application for educational leave must be submitted in writing at least six (6) months prior to the commencement of such leave, and shall include the amount of leave requested; the pursuit of study, and the institution whereat the employee intends to enroll.

Section No. 7. Written response from the Employer shall be given to all educational leave applications within ninety (90) days of receipt of such application.

ARTICLE NO. 22 HOSPITALIZATION, DENTAL, VISION, LIFE INSURANCE & FALSE ARREST INSURANCE

Section No. 1. For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, and except as limited or restricted by 2011 PA 152, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's immediate family, or retirees under the provisions set forth within, the current health care and maintenance benefits.

The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform the Union and provide all proposed changes for the Union's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision; Appendix (D) Prescription (if applicable).

Section No. 2. The Employer will reimburse the employee for the co-pay amount for medical, prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions) to the extent such co-pays are incurred by the employee and/or his/her immediate family so covered by the City plan, up to a maximum of Two-Hundred and Fifty (\$250) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year.

Reimbursement shall be subject to employee submission of [a] paid receipt[s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Payments will be made once annually, receipts to be held by the employee and submitted the last two weeks of June, but no later than June 30th of the contract year in which they were incurred.

Section No. 3. Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he/she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

Section No. 4. Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:

1. That such sponsored dependent coverage is available.
2. The days on which such sign up is permitted are those established by the provider or providers of such benefits.
3. On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.
4. After signing up for such benefits, the employee shall thereafter pay to the city a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
5. The employee shall, in addition, be liable for and pay any other costs or expenses charged to the city by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
6. If the city has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the city as of such date shall be paid by the employee forthwith.

Section No. 5. Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In such event, those employees who elect not to participate in such package shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month the employee does not participate. In the event an eligible employee wishes to opt back into the health, prescription dental and vision insurance package, he/she may do so within the terms as may be determined by the insurance provider. Any partial month shall be prorated.

Section No. 6. The Employer will pay a capped one hundred (100%) percent of the premium determined at the time of retirement for hospitalization medical coverage for members

of the bargaining unit who are retiring and the person who is such retiree's spouse at the time of the retiree's retirement, but only during such time as said person remains the retiree's spouse. To be eligible for retiree coverage, employee must meet all eligibility requirements as set forth in the plan document, carrier underwriting guidelines, and have been covered previously in the active segment immediately prior to being eligible for retiree coverage. Retired employees must be transferred from the active coverage to the retiree coverage at the time they become eligible for retiree benefits. Only those eligible retirees who waive benefits because they are enrolled in group coverage through another source may enroll at a later date when they lose their other group coverage. All future increases in premiums shall be paid by the retiree.

Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years of credited full time service with the City and in the MERS retirement plan and has attained the age of fifty-five (55) years. Such coverage will continue until the earlier of: (1) the month said retiree attains the age of sixty-five (65) years; or (2) the death of such retiree. No coverage will be provided, however, for a spouse who is eligible for Medicare benefits.

A retiree shall deposit with the City a sum equal to two months of the calculated amount of said retiree's costs for maintaining either elected coverage or premium increases after retirement. The retiree will be obligated to pay, on a monthly basis, the calculated amount due to maintain the coverage. In the event the retiree fails to remit payment, such coverage may be terminated, upon depletion of the retirees' accrued deposit and, after notification at the last address on record with the City.

In the event the retired employee becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate this employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

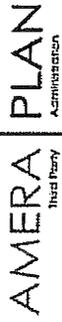
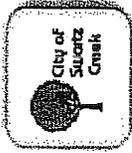
Section No. 7. The Employer agrees to pay the full premium of term life insurance plan for each employee, face value maximum of \$40,000.00 double indemnity. Any post retirement continuation of life insurance shall be solely upon arrangement and cost made direct by the retiree and the provider, at the provider discretion, and the retiree shall hold the City harmless from any and all claims that may arise from either failure of the provider to allow such continuation, or the cancellation of such benefit.

Section No. 8. The Employer shall provide, as a part of general City coverage, false arrest insurance and shall continue to do so as long as such insurance is available and is economically feasible.

Section No. 9. The City agrees to pay, pursuant to the provisions of each Section of this Article, the medical, dental, and life insurance benefits for each month the seniority employee is actively at work. In the event the employee is unable to work due to job-related sickness or injury, the City agrees to pay the medical, dental and life insurance only, for an employee who is unable to work due to a job-related sickness or injury for a period of twenty-four (24) months.

Group Number: 80200
 Effective Date: February 1, 2012

EXHIBIT A TO THE SUMMARY PLAN DESCRIPTION



Blue Care Network BCN Package DED 1000	City of Swartz Creek BCN Package	Employer Subsidized Amounts
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"Blue Care Network Portion"

"Employee's Portion"

"Employer Pays"

Deductible, Copays and Dollar Maximums	None	\$1000 per member, \$ 2000 per family per calendar year	\$1000 per member, \$ 2000 per family per calendar year
Deductible	None		
Copays			
Fixed Dollar Copays	\$10 for office visits and \$35 copay urgent care visits, \$50 for emergency room visits, \$ 5 allergy injections	\$10 for office visits and \$10 copay urgent care visits, \$ 50 for emergency room visits, \$ 5 allergy injections	\$25 copay for urgent care visits
Percent Copays	80% and 50% for selected services as noted below	50% for selected services as noted above	20% and 0% for services as noted
Copays Dollar Maximums			
Percent Dollar Copay- Medical Services; excludes services with a 50% copay	\$ 1,500 per member, \$ 3,000 per family per calendar year for	None	\$1500 per member, \$ 3000 per family per calendar year
Percent Dollar Copay- Inpatient Mental Health Care	\$ 1,000 per member, \$ 2,000 per family per calendar year for	None	\$1000 per member, \$ 2000 per family per calendar year

Preventive Services

Health Maintenance Exam	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Annual Gynecological Exam	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Pap Smear Screening- Laboratory services only	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Well-Baby and Child Care	Covered- 100% * see benefits at a glance for age breakdowns	Covered- 100% * see benefits at a glance for age breakdowns	None
Immunizations (as recommended by USPSTF, ACIP, HRSA and in compliance with the Patient Protection and Affordable Care Act, 2010)	Covered- 100% - adult immunizations covered as of 1/1/2011 to comply with PPACA	Covered- 100% - adult immunizations covered as of 1/1/2011 to comply with PPACA	None
Fecal Occult Blood Screening	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Flexible Sigmoidoscopy Exam	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Prostate Specific Antigen (PSA) Screening	Covered- 100%, one per calendar year	Covered- 100%, one per calendar year	None
Colonoscopy-routine or medically necessary	Covered- 100% for routine colonoscopy, one per calendar year (age restrictions may apply)	Covered- 100% for routine colonoscopy, one per calendar year (age restrictions may apply)	None
Routine Mammogram and related reading	Covered- 100% for routine mammogram, one per calendar year (age restrictions may apply)	Covered- 100% (no deductible or copay)	None

Note: Subsequent medically necessary mammograms and colonoscopies performed during the same calendar year are subject to deductible and percent copay.

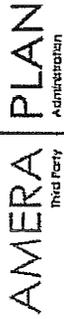
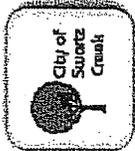
Mammography

Mammography Screening	Covered - 100%	Covered - 100%	None
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Physician Office Services

Office Visits	Covered- \$10 copay	Covered- \$10 copay	None
Consulting Specialist Care- when referred for other than preventive services	Covered- \$10 copay after deductible	Covered- \$10 copay	Reference Deductible

This benefit outline is intended for use only as a source of reference. Official benefits are outlined in the BCBSM documents.



**Blue Care Network
BCN Package DED 4000** **City of Suvaz Creek
BCN Package** **Employer
Subsidized Amounts**

"Blue Care Network Portion"

"Employee's Portion"

"Employer Pays"

Surgical Services	Covered- 100%	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per fam per cal year
Surgery- includes all related surgical services and anesthesia	Covered- 80% after deductible, with a 80% copay up to \$1,500 per member, \$3,000 per family per calendar year	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per fam per cal year
Voluntary Sterilization	Covered- 50% after deductible on all associated costs	Reference Deductible
Human Organ Transplants	Covered- 80% after deductible, with a 80% copay up to \$1,500 per member, \$3,000 per family per calendar year	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per fam per cal year

Mental Health Care and Substance Abuse

Inpatient Mental Health Care and Substance Abuse Care	Covered- 100%	25% copay up to \$1000 per member, \$2000 per family
Outpatient Mental Health Care	Covered- 75%, with a 25% copay, up to \$1,000 per member, \$2,000 per family per calendar year, up to 30 days per cal. Year	25% copay up to \$1000 per member, \$2000 per family
Outpatient Substance Abuse Care	Substance Abuse Care: Covered- 50%, one program of treatment per year, up to state mandated dollar limitation that is adjusted annually by the state	None
	Covered- 50%, up to 20 visits per calendar year	None
	Covered- 50%, one program of treatment per year, up to state mandated dollar limitation that is adjusted annually by the state	None
	Covered- 50%, up to 20 visits per calendar year	None

Other Services

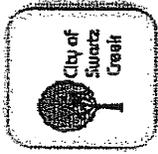
Allergy Testing and Therapy	Covered- 50%	Reference Deductible
Allergy Injections	Covered- \$5 copay	None
Chiropractic Spinal Manipulation- when referred	Covered- \$10 copay after deductible	Reference Deductible
Outpatient Physical, Speech, and Occupational Therapy	Covered- \$10 copay after deductible, limited to 60 consecutive days/episode for a combination of therapies	Reference Deductible
In fertility Counseling and Treatment (excluding in-vitro fertilization)	Covered- 50% after deductible on all associated costs	Reference Deductible
Durable Medical Equipment	Covered- 80%	None
Prosthetic and Orthotic Appliances	Covered- 50%	None

This benefit outline is intended for use only as a source of reference. Official benefits are outlined in the BCBSM documents.

A.
RETIREE

Group Number: 80201
 FOP Early Retirees
 Effective Date: February 1, 2012

EXHIBIT A TO THE SUMMARY PLAN DESCRIPTION



AMERA PLAN
 Administration

Blue Care Network BCN Package DED 1000 BCN Class 0002 (Retirees) "Blue Care Network Portion"	City of Swartz Creek (Early FOP Retiree) BCN Package E	Employer Subsidized Amounts
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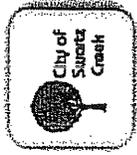
	"Employee's Portion"	"Employer Pays"
Deductible	None	\$1000 per member, \$ 2000 per family per calendar year
Copays	None	\$1000 per member, \$ 2000 per family per calendar year
Fixed Dollar Copays	\$30 for office visits and \$50 copay urgent care visits, \$100 for emergency room visits, \$ 5 allergy injections	\$20 copay for office visits; \$40 copay for urgent care \$50 copay for emergency room 20% and 0% for services as noted
Percent Copays	80% and 50% for selected services as noted below	
Copays Dollar Maximums	None	
Percent Dollar Copays- Medical Services, excludes services with a 50% copay	\$ 1,500 per member, \$ 3,000 per family per calendar year for	
Percent Dollar Copays- Inpatient Mental Health Care	\$ 1,000 per member, \$ 2,000 per family per calendar year for	

	"Employee's Portion"	"Employer Pays"
Preventive Services		
Health Maintenance Exam	Covered- 100%, one per calendar year	None
Annual Gynecological Exam	Covered- 100%, one per calendar year	None
Pap Smear Screening- Laboratory services only	Covered- 100%, one per calendar year	None
Well-Baby and Child Care	Covered- 100% * see benefits at a glance for age breakdowns	None
Immunizations (as recommended by USPSTF, ACIP, HRSA and in compliance with the Patient Protection and Affordable Care Act)	Covered- 100%, - adult immunizations covered as of 1/1/2011 to comply with PPACA	None
Fecal Occult Blood Screening	Covered- 100%, one per calendar year	None
Flexible Sigmoidoscopy Exam	Covered- 100%, one per calendar year	None
Prostate Specific Antigen (PSA) Screening	Covered- 100%, one per calendar year	None
Colonoscopy-routine or medically necessary	Covered- 100% for routine colonoscopy, one per calendar year (age restrictions may apply)	None
Routine Mammogram and related reading	Covered- 100% for routine mammogram, one per calendar year (age restrictions may apply)	None

Note: Subsequent medically necessary mammograms and colonoscopies performed during the same calendar year are subject to deductible and percent copay.

	"Employee's Portion"	"Employer Pays"
Physician Office Services		
Office Visits	Covered- \$10 copay	\$20 copay
Consulting Specialist Care- when referred for other than preventive services	Covered- \$10 copay	Reference Deductible +\$20 copay

This benefit outline is intended for use only as a source of reference. Official benefits are outlined in the BCBSM documents.



Blue Care Network BCN Package DED 1000 "Blue Care Network Portion" **City of Suraia-Craak BCN Package "Employee's Portion"** **Employer Subsidized Amounts "Employer Pays"**

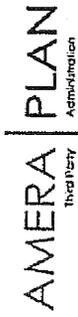
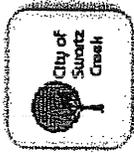
Emergency Medical Care	Covered-\$ 100 copay after deductible	Covered-\$50 copay	Reference Deductible +\$50 copay
Hospital Emergency Room- approved diagnosis copay waived if admitted			
Urgent Care Center	Covered- \$50 copay	Covered- \$10 copay	\$40 copay
Ambulance Services- medically necessary	Covered- 80% after deductible, ground and air service, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year	Covered- 100% ground and air	20% after deductible, ground and air service, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year
Diagnostic Services	Covered- Office visit copay may apply per member, per visit	Covered- Office visit copay may apply per member, per visit	\$20 copay if applicable
Laboratory and Pathology Tests	Covered- 80% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year	Covered- Office visit copay may apply per member, per visit	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year
Diagnostic Tests and X-rays	Covered- 80% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year	Covered- Office visit copay may apply per member, per visit	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year
Radiation Therapy	Covered- 80% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year		

Maternity Services Provided by Physician	Covered- \$10 copay	Reference Deductible
Pre-Natal and Post-Natal Care	Covered- 100%	\$20 copay
Delivery and Nursing Care	Covered- 100%	Reference Deductible

Hospital Care	Covered- 100%, unlimited days	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year
Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered- 100%	\$1,500 per member, \$3,000 per family per calendar year
Outpatient Surgery	Covered- 100%	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year

Alternatives to Hospital Care	Covered- 100%, up to 45 days per calendar year	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per family per calendar year
Skilled Nursing	Covered- 100%	\$1,500 per member, \$3,000 per family per calendar year
Hospice Care	Covered - 100% after deductible	Reference Deductible
Home Health Care	Covered- \$30 copay after deductible	Reference Deductible + \$20 copay

This benefit outline is intended for use only as a source of reference. Official benefits are outlined in the BCBSM documents.



**Blue Care Network
BCN Package DED 1000** **City of Sault Ste. Marie
BGN Package** **Employer
Subsidized Amounts**

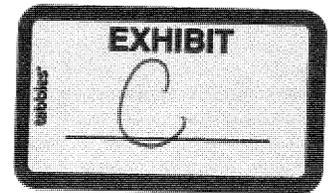
"Blue Care Network Portion" **"Employee's Portion"** **"Employer Pays"**

Surgical Services			
Surgery- includes all related surgical services and anesthesia	Covered- 80% after deductible, with a 25% copay up to \$1,500 per member, \$3,000 per family per calendar year	Covered- 100%	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per fam per cal year
Voluntary Sterilization	Covered- 50% after deductible on all associated costs	Covered- 50% on all associated costs	Reference Deductible
Human Organ Transplants	Covered- 80% after deductible, with a 80% copay up to \$1,500 per member, \$3,000 per family per calendar year	Covered- 100% subject to medical criteria	20% after deductible, with a 20% copay up to \$1,500 per member, \$3,000 per fam per cal year

Mental Health Care and Substance Abuse			
Inpatient Mental Health Care and Substance Abuse Care	Mental Health Care: Covered- 75%, with a 25% copay, up to \$1,000 per member, \$2,000 per family per calendar year, up to 30 days per cal. Year Substance Abuse Care: Covered- 50%, one program of treatment per year, up to state mandated dollar limitation that is adjusted annually by the state Covered- 50%, up to 20 visits per calendar year Covered- 50%, one program of treatment per year, up to state mandated dollar limitation that is adjusted annually by the state	Mental Health Care: Covered- 100% up to 30 days per cal. Year Substance Abuse Care: Covered- 50%, one program per 12-month period Covered- 50%, up to 20 visits per calendar year Covered- 50%, up to 20 visits per calendar year	25% copay up to \$1000 per member, \$2000 per family None None None
Outpatient Mental Health Care			
Outpatient Substance Abuse Care			

Other Services			
Allergy Testing and Therapy	Covered- 50% after deductible	Covered- 50%	Reference Deductible
Allergy Injections	Covered- \$5 copay	Covered- \$5 copay	None
Chiropractic Spinal Manipulation- when referred	Covered- \$30 copay after deductible	Covered- \$10 copay	Reference Deductible + \$20 copay
Outpatient Physical, Speech, and Occupational Therapy	Covered- \$30 copay after deductible, limited to 60 consecutive days/episodes for a combination of therapies	Covered- \$10 copay, limited to 60 consecutive days/episodes for a combination of therapies	Reference Deductible + \$20 copay
Infertility Counseling and Treatment (excluding In-vitro fertilization)	Covered- 50% after deductible on all associated costs	Covered- 50% on all associated costs	Reference Deductible
Durable Medical Equipment	Covered- 50%	Covered- 80%	30% coinsurance of the BCN approved amount
Prosthetic and Orthotic Appliances	Covered- 50%	Covered- 50%	None

This benefit outline is intended for use only as a source of reference. Official benefits are outlined in the BCBSM documents.



ARTICLE 20
RETIREMENT

20.1 The MERS retirement benefit program was implemented in 1998, and provides the following benefits:

B-4, FAC-3, 55/25; 7% employee contribution rate.

20.2 Retiree Health Coverage. A bargaining unit employee who retires under the provisions of a MERS retirement benefit plan provided pursuant to this Article shall be eligible for health coverage (currently HealthPlus Plan **HDHP-2 CPPO**) at Township expense, if the employee has twenty-five (25) years of Township service and is not eligible for health coverage under any other insurance plan. Eligible retirees shall receive the same health benefit plan as active employees until reaching age sixty-five (65). A retiree aged sixty-five (65) or over will be covered by a Medicare Supplemental Plan (currently HealthPlus Medicare Supplemental Plan) at Township expense if and only if the retiree enrolls and pays for Medicare Supplemental Part B.

A retiree's then-current spouse shall also be eligible for the same Employer-paid health coverage as the retiree, if the spouse is not eligible for health coverage under any other insurance plan.

If a retiree receives health coverage for the retiree or spouse under this section of the Agreement, the Employer shall fund a Health Reimbursement Account with an amount sufficient to cover the retiree's and spouse's annual coverage deductible amount for HealthPlus Plan **HDHP-2 CPPO**.

20.3 Duty Disability. Employees who qualify for a MERS duty disability retirement benefit shall be eligible for the same hospital/medical insurance coverage provided retirees and their then current spouses under the same terms and conditions as provided in 20.2 above regardless of their years of service.

ARTICLE 21
UNIFORMS

21.1 The Employer shall provide for the repair, cleaning and supplying of uniforms for all full-time employees.

However, employees shall be responsible for the full repair or replacement costs of uniforms, leather and other related clothing and Township equipment lost, damaged or destroyed due to the carelessness or negligence of the employee. The employee and/or the Union reserve the right to arbitrate whether the loss was the result of employee carelessness or negligence.

COMMAND OFFICERS

ARTICLE 20 **RETIREMENT**

20.1 The MERS retirement benefit program was implemented in 1998, and provides the following benefits:

B-4, FAC-3, 55/25; 7% employee contribution rate.

20.2 Retiree Health Coverage. A bargaining unit employee who retires under the provisions of a MERS retirement benefit plan provided pursuant to this Article shall be eligible for health coverage (currently HealthPlus Plan **HDHP-2 CPPO**) at Township expense, if the employee has twenty-five (25) years of Township service and is not eligible for health coverage under any other insurance plan. Eligible retirees shall receive the same health benefit plan as active employees until reaching age sixty-five (65). A retiree aged sixty-five (65) or over will be covered by a Medicare Supplemental Plan (currently HealthPlus Medicare Supplemental Plan) at Township expense if and only if the retiree enrolls and pays for Medicare Supplemental Part B.

A retiree's then-current spouse shall also be eligible for the same Employer-paid health coverage as the retiree, if the spouse is not eligible for health coverage under any other insurance plan.

If a retiree receives health coverage for the retiree or spouse under this section of the Agreement, the Employer shall fund a Health Reimbursement Account with an amount sufficient to cover the retiree's and spouse's annual coverage deductible amount for HealthPlus Plan **HDHP-2 CPPO**.

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However, employees shall be responsible for the full repair or replacement costs of uniforms, leather and other related clothing and Township equipment lost, damaged or destroyed due to the carelessness or negligence of the employee. The employee and/or the Union reserve the right to arbitrate whether the loss was the result of employee carelessness or negligence.

COMMERCIAL PROPERTY LEASE

This lease (the Lease) is entered into on _____, between The City of Swartz Creek, a Michigan municipality, whose principle office is located at 8083 Civic Drive, Swartz Creek, Michigan 48473 (Lessor), and the Genesee Metro Police Authority, whose address is 5420 Hill 23 Drive, Flint, Michigan 48507 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee 4,250 square feet of the building and Premises at 8100 Civic Drive, Swartz Creek, Michigan 48473 (the Building), as outlined in Exhibit A.

2. **Term.** The term of this Lease shall be ten (10) years, and shall continue each ten (10) year period thereafter, unless terminated in writing.

3. **Rent.**

a. **Base rent.** Lessee shall pay Lessor, as maintenance expense for the Premises, Twenty-One Thousand Two Hundred Forty Dollars (\$21,240.00) per year, or One Thousand Seven Hundred Seventy Dollars (\$1,770.00) per month, commencing on the Commencement Date. Rent payments shall be made to Lessor at its address shown above or any other place designated in writing by Lessor.

b. **Additional rent.** Lessee shall pay all taxes and insurance premiums for the building, insuring the interest of the Lessor. Lessee agrees to be responsible for the payment of all of the utility services for the Premises, including the prorated share of water and sewer, gas, electricity, snow removal, lawn maintenance, and other services delivered to the Premises. Services contracted for by Lessee shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise.

4. **Security deposit.** Lessee shall pay no security deposit.

5. **Signs.** Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the Building without the prior consent of Lessor, which will not be unreasonably withheld. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the Building as a whole. That in no event shall any sign be placed in violation of any law, ordinance or regulation.

6. **Acceptance of occupancy.** Lessee shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises and common areas, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises and common areas as is.

7. **Option to renew.** Lessee shall have an option to renew this Lease on the expiration of the initial term of the Lease for two (2) additional terms of ten (10) years each, which shall be automatic unless terminated in writing, 90 days before the Lease term expires. The renewal shall be on the same terms and conditions as stated in this Lease.

8. **Vacation of Premises.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed abandoned, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a monthly fee for the storage of that personal property. Any fee charged by Lessor for this purpose shall be deemed to be additional rent under this Lease and payable immediately.

9. **Use.** The Premises are to be used and occupied by Lessee for the operation of all legal purposes, specifically including the operation of a police authority and related activities. No activity shall be permitted on the Premises that does not comply with local, state, and federal laws, ordinances, or regulations.

10. **Expenses.** Lessee shall pay all costs and expenses incurred in operating and managing the Building.

11. **Landlord's lien.** Lessee grants a lien to Lessor on all Lessee's property on the Premises to secure the performance of Lessee's obligations under this Lease. Lessee also agrees to sign any financing statements Lessor requests to perfect this lien.

12. **Repairs and maintenance.** Lessor shall be responsible for the exterior of the Building in which the Premises are situated, including walls, roof, subsurface walls, and floor, structural maintenance, repair, and replacement, and for the replacement of the furnace and hot water heater. Lessee shall be obligated to clean and maintain the Premises at Lessee's expense, including interior painting. The Lessee shall ensure the Premises shall be kept in good and safe condition, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Lessor shall maintain in good condition the sidewalk, driveway, and parking areas adjacent to the Premises, shall regularly sweep those areas and pick up any trash or debris in the area, and during the winter months shall keep the sidewalk adjacent to the Premises clear of snow and ice.

13. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in the same condition as at the Commencement Date, excepting normal wear and tear.

14. **Entry and inspection.** Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

15. **Taxes and assessments.** Lessee shall pay all real and personal property taxes and assessments levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee. Lessor takes no responsibility for taxes being levied and the obligation to pay taxes. Any such obligation shall be solely that of the Lessee.

16. **Alterations.** Lessee may remodel and make improvements to the premises. The work shall be done without injury to any structural portion of the Building and without disturbing other tenants in their use of the Building. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.

17. **Assignment and subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor. Lessor shall have total discretion regarding its approval of proposed assignments or subleases.

18. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

19. **Insurance.** Lessee shall, at its expense, insure the Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force general liability and property damage insurance, with both Lessee and Lessor as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount of not less than One Million Dollars (\$1,000,000.00) and issued by a company approved by Lessor. The insurance shall also contain a waiver of subrogation clause exempting Lessor from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event.

20. Lessee's liability. All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the gross negligence or recklessness of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.

21. Destruction of Premises. If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises, upon the receipt of the insurance funds referenced above. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction if the destruction was not caused by Lessee. If the Premises are totally destroyed through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.

22. Mutual releases. Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

23. Condemnation. If the Premises or any part of them are taken for any public or quasipublic purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor.

24. Indemnity. Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause regarding Lessee's use of the Premises, except for liability resulting from the intentional acts or gross negligence of Lessor or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

25. Default and reentry. If Lessee neglects or fails to perform its obligation to pay rent when due; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 10 days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination, Lessor may at any time elect to terminate this Lease for any default by Lessee by giving written notice of the termination to Lessee.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease, Lessor may, on failure of Lessee to meet the obligation, make or cause repairs to be made and defaults to be cured and shall not be responsible to Lessee for any loss or damage that occurs by reason of that action, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

26. Subordination. This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and Building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed as long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit

required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation regarding a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

27. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

28. **Lessee's possession and enjoyment.** Lessee, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

29. **Holding over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 150 percent of the then existing rental rate.

30. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.

31. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

32. **Lessor's fees and expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

33. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

34. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.

35. **Effective date.** This Lease shall be effective as of the date first stated above.

LESSEE
GENESEE METRO POLICE AUTHORITY

LESSOR
THE CITY OF SWARTZ CREEK

By: /s/ _____

By: /s/ _____

Adam Zettel, City Manager

Its: _____

Resolution No.

RESOLUTION APPROVING THE AMOUNT OF MONEY THAT IS TO BE CONTRIBUTED BY THE CITY OF SWARTZ CREEK (“CITY”) TO THE METRO POLICE AUTHORITY OF GENESEE COUNTY (“POLICE AUTHORITY”) AND AFFIRMING THE CITY’S PARTICIPATION IN THE POLICE AUTHORITY, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL CONTRACTS NECESSARY TO EFFECTUATE THE IMPLEMENTATION OF THE POLICE AUTHORITY, AND OFFICIALLY DISBAND THE CITY POLICE DEPARTMENT.

Motion by Councilmember: _____

WHEREAS, the City operates a police department to provide public safety to the residents and visitors to the City; and

WHEREAS, the Charter Township of Mundy (“Township”) operates a police department to provide public safety to the residents and visitors to the Township; and

WHEREAS, the City entered into an agreement with the Township on October 12, 2015, pursuant to the Michigan Urban Cooperation Act of 1967 to conditionally form the Police Authority (the “Agreement”); and

WHEREAS, the Agreement defined an Agreement Date and an Effective Date, with the Effective Date being 210 days after the Agreement Date. Which was July 6, 2016; and

WHEREAS, the City Council and the Township Board agreed that it was in the best interest of the City and the Township to continue to pursue the establishment of the Police Authority and extended the Agreement through October 31, 2016; and

WHEREAS, the City Council and the Township Board agreed that it could not complete the requirements of the Agreement prior to October 31, 2016 and determined it was in the best interest of the Township and the City to continue to pursue the establishment of the Police Authority and further extended the Agreement through June 30, 2017; and

WHEREAS, the City Council finds that it is in the best interest of the City to establish the Police Authority and thereafter disband the City Police Department; and

WHEREAS, the current City Police Department employees will become employees of the Police Authority, pursuant to the seniority levels set forth in Attachment A; and

WHEREAS, the City will be required to pay any shortfalls if it is determined that the retirement accounts for those employees are not fully funded through the time of transfer of the employees to the Police Authority, and

WHEREAS, going forward, the City agrees to contribute to the Other Post Employment Benefits for those employees consistent with the terms of an agreement thereto; and

WHEREAS, the creation of the Authority will require the execution of multiple agreements to effectuate the transfer of employees and creation of the successor accounts, fringe benefits, and property lease;

NOW, THEREFORE, BE IT RESOLVED that the City Council affirms that the recitals stated above are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council has been provided an estimate of the amount of money the City is required to contribute to the Police Authority and the City hereby affirms and establishes the City’s partnership in the Metro Police Authority.

NOW, THEREFORE, BE IT FURTHER RESOLVED the Mayor and City Clerk are hereby granted the authority by the City Council to execute all contracts necessary to effectuate the implementation of the Police Authority.

NOW, THEREFORE, BE IT FURTHER RESOLVED that, upon the successful implementation and operation of the Police Authority, the City Council hereby officially disbands the City Police Department.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

November 29, 2016



Comcast Cable
41112 Concept Drive
Plymouth, MI 48170

Mr. Adam Zettel
City Manager
City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Dear Franchise Administrator:

As part of our ongoing commitment to keep you informed, we want to let you know that Comcast's right to continue carrying:

- Fox College Sports Atlantic;
- Fox College Sports Central; and
- Fox College Sports Pacific

(collectively referred to as "Fox College Sports") will expire on December 31, 2016. At that time, we lose authorization to continue carrying Fox College Sports signals, so we must remove the programming from our lineup on January 1, 2017.

We are committed to keeping you and our customers abreast of the expiration of upcoming programming agreements. We regularly inform our customers in their bills, and our customers and franchising authorities in our annual notices, that we maintain a website (www.xfinitytv.com/contractrenewals) and toll free number ((866) 216-8634) that are updated regularly to reflect the programming contracts that are set to expire each month and the channels we might lose the rights to continue to carry.

Sincerely,

A handwritten signature in cursive script that reads "Craig D'agostini".

Craig D'agostini
Vice President, Government and Regulatory Affairs
Heartland Region

Michigan becoming an infrastructure backwater

Detroit Free Press Editorial Board

12:09 a.m. EST December 7, 2016



(Photo: Detroit Free Press)

Almost since its founding, America has been engulfed in debate over the scope and responsibility of government.

That debate encompasses nearly every aspect of our public lives — schools, the economy, health care, parks.

One area that should be exempt, though, is infrastructure, the literal foundation of our operational greatness.

Why can you drive a car from Washington, D.C., to Los Angeles, all on interstate highways?

Why does the faucet in your home deliver instant, clean water when you turn it on?

Why can you flush a toilet and not see the result back up in your basement?

The answer, in each of those cases, has to do with the tremendous public infrastructure investment this country made in the last half of the 20th Century. It cost trillions in today's dollars — but it was worth it. The lives we are able to lead, the challenges we have been able to meet — they owe much to the great infrastructure in place in this country.

But "in place" doesn't mean "in good shape." And increasingly, the things we've been able to take for granted — because this is America, and because our infrastructure was top-notch — are aging and crumbling and failing.

The Flint water crisis is as much about lousy infrastructure as it is about lousy decision-making.

[The flooding of basements](#) ([/story/news/local/michigan/detroit/2016/09/29/why-detroit-roads-flood/91265138/](#)) throughout southeast Michigan when there's a large storm is a harbinger of our own, profound disinvestment in ourselves, and in our communities.

► **Related:** [Snyder panel makes case for \\$4B in infrastructure funding](#) ([/story/news/local/michigan/2016/12/05/michigan-infrastructure-economy/94983590/](#))

► **Related:** [So why do metro Detroit's highways keep flooding?](#) ([/story/news/local/michigan/detroit/2016/09/29/why-detroit-roads-flood/91265138/](#))

► **Related:** [Mike Thompson's Flint water crisis cartoon gallery](#) ([/picture-gallery/opinion/columnists/mike-thompson/2016/01/19/mike-thompsons-flint-water-crisis-cartoon-gallery/79003384/](#))

After Flint happened, Gov. Rick Snyder created the [21st Century Infrastructure Commission](#) (<http://miinfrastructurecommission.com/>) to look into the state's infrastructure needs, because, well, creating commissions is what we do in Michigan around areas of great need and neglect. We don't often act to improve outcomes in those areas, particularly when the commission says the state should spend money. We just like the commissions to meet and issue reports about what might be done if we had functional government.

In any case, [the governor's commission has issued its report](#) ([/story/news/local/michigan/2016/12/05/michigan-infrastructure-economy/94983590/](#)), and the numbers are just harrowing.

Michigan needs \$4 billion more than it generates now each year to address the backlog of infrastructure maintenance and upgrades.

That covers transportation, water, sewage, wastewater, storm water, energy and communications.

The first page of the report's summary details what we put up with because we have been unwilling, politically, to raise the money to build better systems.

We have 1,200 structurally deficient bridges, and 39% of our roads are in poor condition.

We have dumped 5.7 billion gallons of untreated sewage into our waterways.

A quarter of our beaches had to be closed for some period of time during 2015.

There are about a half-million households that have no broadband Internet access.

In short, our unwillingness to pay to maintain the fabulous infrastructure we've built here in Michigan means we won't enjoy much of it for much longer.

► **Related:** [After Flint crisis, change the way we spend on infrastructure](#) ([/story/opinion/contributors/2016/06/12/flint-crisis-change-way-spend-](#)

[infrastructure/85677436/](http://www.freep.com/story/opinion/editorials/2016/12/07/michigan-infra...)

► **Related:** [You get what you don't pay for: Why Michigan's cities are crumbling \(/story/opinion/columnists/nancy-kaffer/2016/03/22/state-flint-investment/82073468/\)](http://www.freep.com/story/opinion/columnists/nancy-kaffer/2016/03/22/state-flint-investment/82073468/)

We are becoming a backwater, by measure of how passable our roads are, how safe our drinking water is to drink and whether you want to take your chances driving under our overpasses.

If Gov. Snyder were a bold leader, he'd take this report — which identifies a cardinal government shortcoming — and attach it to a huge outlay of infrastructure spending, along with the taxes to pay for it.

It wouldn't be pretty, either. A penny on the sales tax raises about \$1 billion, but just try suggesting that (or two cents, which would get you halfway to the \$4 billion we need each year) either on the floor of the Legislature or in a public campaign, which is where that debate would have to win.

And even as much as we have decried Michigan's foolish chasing of ever-lower tax rates as a false way of growing the economy or taking better care of the state's citizens, we have empathy for those who think they're asked, all the time, to pay more.

Schools need better funding.

So do roads and water pipes and sewers.

Municipal governments face ridiculously large legacy costs, because they've disinvested in the promises they've made to workers.

And cities need more money to provide police and fire protection and other basic services.

Where do we start?

And where does the request for more money end?

They are good questions, but they are miscast.

Rather than think just about money, the commission asks us to think about the outcomes. What should Michigan look like? How do we get there?

And then, let's ask how much it costs.

It's worth noting that among the commission's members are people like Bob Daddow, Oakland County's deputy executive and a municipal finance whiz. He's no advocate of willy-nilly tax increases.

But the work the commission recommends cannot be done for free, and the tax system we have now — whether you believe it's too onerous or too generous — is not generating the money we need to take care of what we've built, or count on to make this state function.

Gov. Snyder has talked before — in fact, many times before — about the “urgent” need to get going on infrastructure fixes here in Michigan.

Time to follow up that talk with action.

Read or Share this story: <http://on.freep.com/2gR8KZv>



Buy an Android smartphone and get up to \$400.
When you trade in your phone.
 Up to \$672 device payment purchase req'd. Less up to \$400 trade-in credit applied over 24 mos; credits start w/in 2-3 cycles & ends when balance is paid or line transferred / terminated. 0% APR. Select phones eligible for \$400 trade-in value. Trade-in must be in good, working & cosmetic condition. Select Android phones.

[Learn more >](#)
 better matters

Swartz Creek Medical Marijuana Ordinance

Section 2.07. - Definitions M—N.

Main building: A building in which is conducted the principal use of the lot upon which it is situated.

Manufactured home: A factory-built, single-family structure, which is manufactured or constructed under authority of 42 U.S.C. Sec. 5403, Federal Manufactured Home Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site and which does not have permanently attached to its body or frame any wheels or axles. A modular home is a manufactured home but a mobile home is not. For the purpose of this ordinance, a manufactured home shall be considered the same as any site-built, single-family detached dwelling.

Manufactured home community: A parcel or tract of land under the control of a person upon which three or more manufactured homes are located on a continual non-recreational basis and which is offered to the public for that purpose regardless of whether a charge is made therefore, together with any building, structure, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a manufactured home, subject to conditions set forth in the Mobile Home Commission Rules and Michigan Public Act 419 of 1976, as amended.

Manufactured home lot: An area within a manufactured home community which is designated for the exclusive use of a specific manufactured home.

Manufactured housing development, planned: A planned unit development which includes manufactured dwelling units in which a concept plan is included with a rezoning to achieve integration with the characteristics of the project area.

Master plan: The adopted comprehensive plan including graphic and written proposals indicating the general location for streets, parks, schools, public buildings, and all physical development of the municipality, and includes any unit or part of such plan, and any amendment to such plan or parts thereof.

Medical clinic: An establishment where human patients who are not lodged overnight are admitted for examination and treatment by one or more physicians, dentists, or similar professions working in cooperation.

Medical marijuana (marihuana) dispensary. A medical marijuana dispensary shall mean a facility, jointly owned or operated by two or more "primary caregivers," where marijuana is stored, dispensed or offered for sale to "qualifying patients" under the Michigan Medical Marijuana Act of 2008. A "primary caregiver," "qualifying patient" and "marijuana" shall have the meanings ascribed to them in the Michigan Medical Marijuana Act of 2008.

Medical marijuana (marihuana) growing facility. A medical marijuana growing facility shall mean a facility, jointly owned or operated by two or more "primary caregivers," where marijuana is grown, cultivated, processed and/or packaged for "qualifying patients" but is not offered for direct or retail sale at this location to "qualifying patients" under the Michigan Medical Marijuana Act of 2008. A "primary caregiver," "qualifying patient" and "marijuana" shall have the meanings ascribed to them in the Michigan Medical Marijuana Act of 2008.

Mezzanine: An intermediate floor in any story occupying not to exceed one-third of the floor area of such story.

Migratory labor camp: Temporary facilities provided for the housing of workers who for seasonal purposes are employed in the planting, harvesting, or processing of crops, or for other essential, but temporary employment.

Modular home: A factory-built home which meets all of the following requirements: is designed only for erection or installation on a site-built permanent foundation; is not designed to be moved once so erected or installed; is designed and manufactured to comply with a nationally recognized model building code or an equivalent local code, and recognized as generally equivalent to site-built housing and is not intended to be used other than on a site built permanent foundation.

Motel: A series of attached, semi-detached rental units containing a bedroom, bathroom and closet space. Units shall provide for overnight lodging and are offered to the public for compensation, and shall cater primarily to the public traveling by motor vehicle.

Municipality: The City of Swartz Creek.

Natural features: Any one or more of the following: soils, topography, geology, vegetation, woodlands, hedgerow, historic/landmark tree, animal-life, endangered species habitat, floodplain, watercourse, lakes, rivers, streams, creeks, ponds, wetland, groundwater, watersheds, aesthetic resources, such as views, and microclimate, which is influenced by site topography and vegetation.

Non-conforming buildings or structures: A building or structure or portion thereof lawfully existing at the effective date of this ordinance, or amendments thereto and that do not conform to the provisions of the ordinance in the district in which it is located.

Non-conforming lot: A lot that was lawfully in existence at the effective date of this ordinance, or amendments thereto, which lot does not meet the minimum area or lot dimensional requirements of the zoning district in which the lot is located.

Non-conforming use: A use which lawfully occupied a building or land at the effective date of this ordinance, or amendments thereto and that does not conform to the use regulations of the district in which it is located.

Nursery: A space, building or structure, or combination thereof, for the storage of live trees, shrubs or plants offered for retail sale on the premises including products used for gardening or landscaping. The definition of nursery within the meaning of this ordinance does not include any space, building or structure used for the sale of fruits, vegetables or Christmas trees.

Nuisance factors: An offensive, annoying, unpleasant, or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeating invasion of any physical characteristics of an activity or use across a property line which can be perceived by or affect a human being, or the generation of an excessive or concentrated movement of people or things such as: (a) noise, (b) dust, (c) smoke, (d) odor, (e) glare, (f) fumes, (g) flashes, (h) vibration, (i) shock waves, (j) heat, (k) electronic or atomic radiation, (l) objectionable effluent, (m) noise of congregation of people, particularly at night, (n) passenger traffic, (o) invasion of non-abutting street frontage by traffic.

[\(Ord. No. 407, § 1, 5-24-11\)](#)

ARTICLE 14. - GBD, GENERAL BUSINESS DISTRICT

Section 14.00. - Intent.

The GBD, General Business District is intended to accommodate commercial establishments that serve community-wide shopping and service needs, including motorists using I-69. These districts are intended to create cohesive commercial areas that provide convenient vehicular and pedestrian access between business in attractive settings, thereby ensuring safety, and discouraging undesirable strip commercial development.

Section 14.02. - Special land uses.

The following uses shall be permitted upon review by the planning commission and approval by the city council, in accordance with the general and specific standards listed in Article 30, Special Land Uses:

- A. Arcades and similar devices at public commercial mechanical amusement device centers.
- B. Automobile service (gasoline) stations, including those accessory to another use.
- C. Automobile service centers and automobile repair (minor maintenance and repair).
- D. Automobile or vehicle dealerships.
- E. Automobile washes, automatic or self-service.
- F. Banks, credit unions, savings and loan institutions with drive-through lanes, including an automatic letter drive-through lane(s).
- G. Adult and child residential care facilities in accordance with section 20.08, Adult and child care facilities.
- H. Retail businesses supplying merchandise on the premises in an enclosed building with more than to 30,000 square feet of gross floor area, including sales of bakery goods (including bakery items produced on the premises), groceries, meats (no slaughtering is permitted on the premises), seafood, dairy products, drugs, books, shoes, apparel, florists, hardware, furniture, home furnishings, paint, wall paper, appliances, auto parts (without service bays), greeting cards, art galleries, beer/wine sales, convenience stores and similar retail establishments.
- I. Churches, temples, and similar places of worship with more than 500 seats.
- J. Commercial outdoor sales or storage and open air businesses (as permitted or accessory use).
- K. Conference centers/convention facilities.
- L. Essential public service buildings and storage yards.
- M. Funeral homes and mortuary establishments.
- N. Hospitals, general and specialty (including substance abuse treatment facilities).
- O. Indoor commercial recreational facilities including but not limited to health clubs, hard ball and racquetball facilities, pool and billiard establishments, tennis, batting, archery and soccer facilities.
- P. Kennels (commercial).
- Q. Professional or medical offices of doctors, lawyers, dentists, architects, engineers and similar professions, but not including veterinary offices or clinics, with more than 15,000 square feet gross floor area.
- R. Motels, hotels, bed and breakfast inns, including accessory convention/meeting facilities and restaurants.
- R.1. Medical marijuana dispensary.**
- S. Nursing or convalescent homes.

- T. Nurseries and lawn and garden centers.
- U. Outdoor theater, plazas, parks, and public gathering places.
- V. Recreation: Outdoor recreation establishments (except for golf-related uses).
- W. Recreation: Golf driving ranges, miniature golf courses, golf courses.
- X. Recreation: Indoor recreation (bowling alleys, billiard and pool halls, indoor golf, ice arenas, skating rinks, etc.).
- Y. Recreation: Private recreation facilities and swimming pool clubs.
- Z. Restaurants and other establishments with drive-in or drive-through facilities, open front window service, and outdoor eating areas.
- AA. Roadside market.
- BB. Shopping centers and retail businesses with over 30,000 square feet of gross floor area.
- CC. Theaters (indoor), cinemas, concert halls, play houses, assembly halls, or similar places of assembly when conducted completely within enclosed buildings, with more than 500 seats.
- DD. Urgent medical care centers.
- EE. Veterinary clinics, without outdoor runs or enclosures.
- FF. Accessory uses, buildings and structures customarily incidental to an approved special land use permit.

[\(Ord. No. 407, § 2, 5-24-11\)](#)

ARTICLE 17. - I-2, HEAVY INDUSTRIAL DISTRICTS

Section 17.00. - Intent.

The I-2, Heavy Industrial District is established primarily for manufacturing, assembling and fabrication activities including large-scale or specialized industrial operations whose external physical effects will be felt to some degree by surrounding districts. The I-2 District is so structured as to permit, in addition to I-1 Light Industrial uses, the manufacturing, processing and compounding of semi-finished or finished products from raw materials.

Section 17.02. - Special land uses.

The following uses shall be permitted after review of the site plan by the planning commission, and approval by the city council, in accordance with the general and specific standards in Article 30.

- A. Adult regulated uses.
- B. Auto repair (major) such as auto engine, undercoating, and body repair shops conducted within an enclosed building.
- C. Auto race track (including midget auto and karting tracks).
- D. Cellular towers, wireless communication facilities, attached wireless communication facilities, and wireless communication support structures.
- E. Chemical plants and storage.
- F. Commercial composting centers.
- G. Crematoria.
- H. Essential public services and utilities buildings with storage yards.
- I. Gun clubs.
- J. Incineration of garbage or refuse when conducted within an approved and enclosed incinerator plant.
- K. Junk yards, provided such are entirely enclosed within an obscuring wall. There shall be no burning on the site and all industrial processes including the use of equipment for cutting, compressing or packaging shall be conducted within a completely enclosed building.
- L. Lumber and planting mills when completely enclosed in a building.
- L.1. Medical marijuana growing facility.**
- M. Mushroom farms.
- N. Municipal uses such as water treatment plants, and reservoirs, sewage treatment plants, and all other municipal buildings.
- O. Oil, gas, or brine wells.
- P. Storage and transfer, and electric and gas service buildings and yards; public utility buildings, telephone exchange buildings, electrical transformer stations and substations, and gas regulator stations; water supply and sewage disposal plants; water, propane and petroleum tank holders; railroad transfer and storage tracks, railroad rights-of-way, and freight terminals.
- Q. Storage facilities for building materials, sand, gravel, stone, lumber, or storage of contractor's equipment and supplies, provided such is enclosed within a building or within an obscuring wall or fence on those sides abutting all Residential or Business Districts, and on any yard abutting a public thoroughfare. The extent of such fence or wall may be determined by the city council in consideration of the type of use and surrounding uses.

R. Accessory uses, buildings and structures customarily incidental to an approved special land use.

[\(Ord. No. 407, § 3, 5-24-11\)](#)

ARTICLE 30. - SPECIAL LAND USES

Section 30.00. - Intent.

This article is intended to regulate uses which may be compatible with uses in some, but not all, locations within a particular zoning district. The purpose of the special land use standards of this article are to accomplish the following:

- A. Provide a mechanism for public input on decisions involving more intense land uses.
- B. Establish criteria for both new development and infill/redevelopment consistent with the city's land use goals and objectives as stated in the City of Swartz Creek Master Plan.
- C. Regulate the use of land on the basis of impact to the city overall and adjacent properties in particular.
- D. Promote a planned and orderly development pattern which can be served by public facilities and service in a cost-effective manner.
- E. Ensure uses can be accommodated by the environmental capability of specific sites.
- F. Provide site design standards to diminish negative impacts of potentially conflicting land uses.
- G. Provide greater flexibility to integrate land uses within the city.

This article provides both general standards for all special land uses (section 30.02) and specific location, site or operational standards for particular special land uses (section 30.09). The process for a special land use involves a public hearing with the planning commission with final review on the use and site plan by the city council.

Section 30.09. - Special land use specific requirements.

The following sections identify specific requirements which shall be complied with by individual special land uses, as determined by the planning commission and city council, in addition to the general standards of section 30.02. Some or all of the specific requirements may be waived by city council upon a determination that the requirement(s) is not necessary or relevant.

- A. *Listing:* Special land uses with specific site and/or use standards are described on the following pages:
 - 1. Accessory apartment in a one-family dwelling.
 - 2. Accessory above ground fuel services and storage.
 - 3. Principal and/or accessory use, generation or storage of hazardous materials.
 - 4. Adult regulated uses and sexually oriented businesses.
 - 5. Airports and related uses.
 - 6. Arcades and similar uses at public commercial mechanical amusement device centers.
 - 7. Auto race track (including midget auto and karting tracks), fairgrounds, horse tracks and dog tracks.
 - 8. Automobile service centers and automobile repair (minor maintenance and repair). Automobile repair (major maintenance and repair).
 - 9. Automobile service (gasoline) stations including those accessory to another use.
 - 10. Automobile washes, automatic or self-service.
 - 11. Banks, credit unions, savings and loan institutions with drive-through lanes.
 - 12. Bed-and-breakfast inns.

13. Cellular towers, wireless communication facilities, attached wireless communication facilities and wireless communication support structures.
14. Cemeteries.
15. Churches, temples and similar places of worship.
16. Commercial outdoor sales or storage and open air businesses (as permitted or accessory use).
17. Commercial composting centers.
18. Conference centers/convention facilities.
19. Essential public service/utility buildings and storage yards
20. Funeral homes or mortuary establishment.
21. Hospitals (general and specialty).
22. Gun clubs.
23. Kennels, commercial.
- 23.1. Medical marijuana dispensary.
- 23.2. Medical marijuana growing facility.
24. Mixed use buildings for residential and office/business purposes.
25. Motels and hotels including accessory convention/meeting facilities and restaurants.
26. Mushroom farms.
27. Nurseries, greenhouses, and lawn and garden centers.
28. Nursing and convalescent homes.
29. Oil, gas or brine wells.
30. Outdoor cafés, outdoor eating areas and open front restaurants.
31. Outdoor theaters.
32. Recreation: outdoor recreation establishments (except for golf-related uses).
33. Recreation: golf courses, country clubs, and par three golf courses as principal use.
34. Recreation: golf driving ranges, miniature golf courses.
35. Recreation: indoor recreation (bowling alleys, billiard halls, indoor golf, ice arenas, skating rinks, etc.).
36. Recreation: private recreation facilities and swimming pool clubs.
37. Recycling stations.
38. Restaurants and other establishments with drive-in or drive-through facilities.
39. Riding academies and stables.
40. Roadside stands.
41. Schools: public and non-public, elementary or secondary schools.
42. Shopping centers.
43. Slaughterhouses.
44. Theaters (indoor), cinemas, concert halls, play houses, assembly halls, or similar places of assembly when conducted completely within enclosed buildings.

- 45. Urgent medical care centers.
- 46. Veterinary offices and clinics.

B. *List of specific requirement by use:*

(OTHER USES NOT SHOWN)

23.1. Medical marijuana dispensary and/or medical marijuana growing facility.

A. *Dispensary and growing facility location limitations.* The contemplated location of any medical marijuana dispensary or growing facility shall not be permitted within 500 feet of the following uses. The distance between such uses shall be measured along the center line of the street or streets of address between two fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the center of the primary entrance of the contemplated uses and the center of the primary entrance of the relevant use as follows.

1. Any other medical marijuana dispensary or growing facility;
2. Any residential district or use;
3. Any nursery, licensed day care center or other building used for the care or instruction of children under 18 years of age;
4. Any church, house of worship or other religious facility or institution;

Furthermore, the contemplated location of any medical marijuana dispensary or growing facility shall not be permitted within a 1,000-foot radius of any school, public or private, and any public or municipal park.

B. *Operational limitations.*

1. A medical marijuana dispensary or growing facility operation shall be limited to operating between 8:00 a.m. and 8:00 p.m., Monday through Saturday and 12:00 noon and 6:00 p.m. Sunday.
2. A medical marijuana dispensary or growing facility shall comply at all times with each and every provision of the Michigan Medical Marijuana Act of 2008 (MCL 333.26421 et seq.), and with all provisions of federal law, as enforced.
3. Marijuana or cannabis shall only be grown, manufactured or harvested inside a fully enclosed structure or building that is kept secured with locks to prevent unintended or uninvited access.
4. Persons under the age of 18 years of age are not permitted to be on the premises of any medical marijuana dispensary and/or growing facility unless they possess a valid Medical Marijuana Registry Card issued by the State of Michigan.
5. All employees of a medical marijuana dispensary and/or growing facility shall have a valid primary caregiver card or a valid qualifying patient card issued by the State of Michigan.
6. The cultivation, manufacturing, growing, packaging, storing or distribution of marijuana shall not occur in connection with or at a location at which any other commodity, product or service is also available.
7. A facility that is limited to selling or dispensing medical marijuana shall provide detailed information regarding the growing facility from which it receives its stock of medical marijuana and illustrate the lawful connection between the source product grower and the dispensary's qualified patients.
8. Marijuana shall not be smoked, eaten or otherwise consumed at any dispensary or growing facility.

9. The owner of a medical marijuana dispensary and/or growing facility who violates these sections shall be liable for all costs associated with the investigation, prosecution and enforcement of that violation.

C. *Site plan requirements.* A site plan shall be submitted, conforming to all requirements of Article 29 of the City Zoning Ordinance and which shall include the following:

1. Security system details which shall include, at the minimum, audible and silent alarms and video surveillance cameras.
2. Details regarding the building electrical system, power demands of specialized lighting and other necessary equipment, and method proposed to prevent excessive heat build-up and risk of fire within the building.
3. Ventilation equipment details, including fresh air intake and filtration of exhaust air to prevent offensive odors from leaving the site.
4. Proposed methods for controlling insects within the building and preventing insects from becoming a nuisance or health hazard off the site.
5. Anticipated quantity of water to be used by any proposed hydroponics growing system(s), anticipated quantity of wastewater to be generated, and method for treating and properly discharging wastewater so as not to become a hazard or nuisance to nearby properties.
6. A description of the operation of the dispensary or growing facility in sufficient detail to permit the city to determine if the operation, as described, would be lawful and fully compliant with the Michigan Medical Marijuana Act of 2008.

D. *Inspections and fees.*

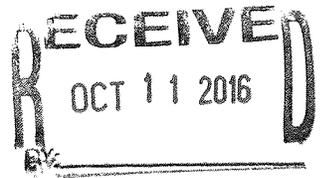
1. An application and review fee, established from time to time by resolution of the city council, shall accompany each application for approval of a medical marijuana dispensary and/or growing facility.
2. Approved medical marijuana dispensaries and/or growing facilities shall submit annual permit renewal and facility inspection fees in amounts set by the city council by resolution.
3. All approved medical marijuana dispensaries and/or growing facilities shall permit authorized city zoning and building inspection and/or law enforcement personnel to make unannounced, inspections for purposes of verifying compliance with all requirements of the Michigan Medical Marijuana Act of 2008 (MCL 333.26421 et seq.) and the City Zoning Ordinance, and any reasonable conditions placed upon the special land use permit by the city council.

[\(Ord. No. 407, §§ 4, 5, 5-24-11\)](#)



PARKER, P.L.C.

MEMORANDUM



TO: All municipal clients of Simen, Figura & Parker, P.L.C.
FROM: Michael J. Gildner, Esq.
DATE: October 5, 2016
RE: Medical Marijuana Facilities Licensing Act

**This memo is provided as a public service by
Simen, Figura & Parker, P.L.C.**

Following passage of the Michigan Medical Marijuana Act of 2008, every community took some action in response to it. Some passed ordinances to regulate it; others adopted ordinances to prohibit it; others passed moratoriums; others did nothing. This new Act, which takes effect December 20, 2016, requires that you re-evaluate your previous action. This memorandum highlights the most significant provisions in the Act.

First, the Act specifically allows marijuana facilities to operate within local communities and those facilities consist of the following categories: a Grower, a Processor, a Secure Transporter, a Provisioning Center and a Safety Compliance Facility.

A "Grower" is a "commercial entity. . . that cultivates, dries, trims or cures and packages marijuana for sale to a Processor or Provisioning Center." There can be three classes of Growers: a Class A Grower could have up to 500 plants, a Class B Grower could have up to 1,000 plants and a Class C Grower could have 1,500 plants.

A "Processor" is a commercial entity that "purchases marijuana from a Grower and that extracts resin from the marijuana or creates a marijuana-infused product for sale and transfer in packaged form to a Provisioning Center."

A "Provisioning Center" is a commercial entity that "purchases marijuana from a Grower or Processor and sells, supplies or provides marijuana to a registered qualifying patients, directly or through the patient's registered primary caregivers."

A “Secure Transporter” is a commercial entity that “stores marijuana and transports marijuana between marijuana facilities for a fee.”

Finally, a “Safety Compliance Facility” is a commercial entity that “receives marijuana from a marijuana facility or registered primary caregiver, tests it for contaminants and tetrahydrocannabinol and other cannabinoids, returns the tests results, and may return the marijuana to the marijuana facility.”

These are new entities that did not previously exist.

Second, the Act makes clear that none of the facilities defined above may operate inside a municipality “unless the municipality has adopted an ordinance that authorizes that type of facility.” In other words, each community can decide whether to permit these facilities inside their jurisdictions. Each community may limit the number of the facilities operating within their borders.

Third, each municipality may charge an annual, non-refundable licensing fee of \$5,000 for each facility operating within its borders. Each such facility will also be subject to a tax in the amount of 3% on the gross retail receipts.

Fourth, the Act establishes a “Medical Marijuana Excise Fund” that must remain separate and apart from the State’s General Fund. Taxes collected from facilities licensed throughout the State are paid into that Fund and the money in that Fund will be allocated with “25% to municipalities in which a marijuana facility is located, allocated in proportion to the number of marijuana facilities within the municipality.”

I encourage your community to decide whether you wish to “opt in” (meaning to allow these facilities to exist within your boundaries, subject to the regulations permitted by the statute) or “opt out,” meaning you choose not to have any of these facilities licensed and operating within your boundaries.

I am enclosing a copy of the Act for you to review.

Please call our office with questions or concerns. Michael Gildner can be reached on his cell at (810) 577-0179 or at the office at (810) 235-9000.

Act No. 281
Public Acts of 2016
Approved by the Governor
September 21, 2016
Filed with the Secretary of State
September 21, 2016
EFFECTIVE DATE: December 20, 2016

**STATE OF MICHIGAN
98TH LEGISLATURE
REGULAR SESSION OF 2016**

Introduced by Reps. Callton, Kivela, Howrylak, Durhal, Lyons, Pettalia, Hovey-Wright, Dianda, Chang, Neeley, Irwin, Pscholka, Bumstead, Yonker, Canfield, Kelly, Lucido, Maturen, Schor, Brinks, Faris, Banks, Byrd, Garrett, Gay-Dagnogo, Hoadley, Kesto, Kosowski, LaVoy, Love, Phelps, Potvin, Robinson, Runestad, Singh, Tedder and Webber

ENROLLED HOUSE BILL No. 4209

AN ACT to license and regulate medical marihuana growers, processors, provisioning centers, secure transporters, and safety compliance facilities; to provide for the powers and duties of certain state and local governmental officers and entities; to create a medical marihuana licensing board; to provide for interaction with the statewide monitoring system for commercial marihuana transactions; to create an advisory panel; to provide immunity from prosecution for marihuana-related offenses for persons engaging in marihuana-related activities in compliance with this act; to prescribe civil fines and sanctions and provide remedies; to provide for forfeiture of contraband; to provide for taxes, fees, and assessments; and to require the promulgation of rules.

The People of the State of Michigan enact:

PART 1. GENERAL PROVISIONS

Sec. 101. This act shall be known and may be cited as the “medical marihuana facilities licensing act”.

Sec. 102. As used in this act:

- (a) “Advisory panel” or “panel” means the marihuana advisory panel created in section 801.
- (b) “Affiliate” means any person that controls, is controlled by, or is under common control with; is in a partnership or joint venture relationship with; or is a co-shareholder of a corporation, a co-member of a limited liability company, or a co-partner in a limited liability partnership with a licensee or applicant.
- (c) “Applicant” means a person who applies for a state operating license. With respect to disclosures in an application, or for purposes of ineligibility for a license under section 402, the term applicant includes an officer, director, and managerial employee of the applicant and a person who holds any direct or indirect ownership interest in the applicant.
- (d) “Board” means the medical marihuana licensing board created in section 301.
- (e) “Department” means the department of licensing and regulatory affairs.
- (f) “Grower” means a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center.
- (g) “Licensee” means a person holding a state operating license.
- (h) “Marihuana” means that term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106.
- (i) “Marihuana facility” means a location at which a license holder is licensed to operate under this act.
- (j) “Marihuana plant” means any plant of the species *Cannabis sativa* L.

(171)

(k) "Marihuana-infused product" means a topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana that is intended for human consumption in a manner other than smoke inhalation. Marihuana-infused product shall not be considered a food for purposes of the food law, 2000 PA 92, MCL 289.1101 to 289.8111.

(l) "Michigan medical marihuana act" means the Michigan medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430.

(m) "Municipality" means a city, township, or village.

(n) "Paraphernalia" means any equipment, product, or material of any kind that is designed for or used in growing, cultivating, producing, manufacturing, compounding, converting, storing, processing, preparing, transporting, injecting, smoking, ingesting, inhaling, or otherwise introducing into the human body, marihuana.

(o) "Person" means an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity.

(p) "Plant" means any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.

(q) "Processor" means a licensee that is a commercial entity located in this state that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center.

(r) "Provisioning center" means a licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the Michigan medical marihuana act is not a provisioning center for purposes of this act.

(s) "Registered primary caregiver" means a primary caregiver who has been issued a current registry identification card under the Michigan medical marihuana act.

(t) "Registered qualifying patient" means a qualifying patient who has been issued a current registry identification card under the Michigan medical marihuana act or a visiting qualifying patient as that term is defined in section 3 of the Michigan medical marihuana act, MCL 333.26423.

(u) "Registry identification card" means that term as defined in section 3 of the Michigan medical marihuana act, MCL 333.26423.

(v) "Rules" means rules promulgated under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, by the department in consultation with the board to implement this act.

(w) "Safety compliance facility" means a licensee that is a commercial entity that receives marihuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility.

(x) "Secure transporter" means a licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.

(y) "State operating license" or, unless the context requires a different meaning, "license" means a license that is issued under this act that allows the licensee to operate as 1 of the following, specified in the license:

(i) A grower.

(ii) A processor.

(iii) A secure transporter.

(iv) A provisioning center.

(v) A safety compliance facility.

(z) "Statewide monitoring system" or, unless the context requires a different meaning, "system" means an internet-based, statewide database established, implemented, and maintained by the department under the marihuana tracking act, that is available to licensees, law enforcement agencies, and authorized state departments and agencies on a 24-hour basis for all of the following:

(i) Verifying registry identification cards.

(ii) Tracking marihuana transfer and transportation by licensees, including transferee, date, quantity, and price.

(iii) Verifying in commercially reasonable time that a transfer will not exceed the limit that the patient or caregiver is authorized to receive under section 4 of the Michigan medical marihuana act, MCL 333.26424.

(aa) "Usable marihuana" means the dried leaves, flowers, plant resin, or extract of the marihuana plant, but does not include the seeds, stalks, and roots of the plant.

PART 2. APPLICATION OF OTHER LAWS

Sec. 201. (1) Except as otherwise provided in this act, if a person has been granted a state operating license and is operating within the scope of the license, the licensee and its agents are not subject to any of the following for engaging in activities described in subsection (2):

- (a) Criminal penalties under state law or local ordinances regulating marihuana.
- (b) State or local criminal prosecution for a marihuana-related offense.
- (c) State or local civil prosecution for a marihuana-related offense.
- (d) Search or inspection, except for an inspection authorized under this act by law enforcement officers, the municipality, or the department.
- (e) Seizure of marihuana, real property, personal property, or anything of value based on a marihuana-related offense.
- (f) Any sanction, including disciplinary action or denial of a right or privilege, by a business or occupational or professional licensing board or bureau based on a marihuana-related offense.

(2) The following activities are protected under subsection (1) if performed under a state operating license within the scope of that license and in accord with this act, rules, and any ordinance adopted under section 205:

- (a) Growing marihuana.
- (b) Purchasing, receiving, selling, transporting, or transferring marihuana from or to a licensee, a licensee's agent, a registered qualifying patient, or a registered primary caregiver.
- (c) Possessing marihuana.
- (d) Possessing or manufacturing marihuana paraphernalia for medical use.
- (e) Processing marihuana.
- (f) Transporting marihuana.
- (g) Testing, transferring, infusing, extracting, altering, or studying marihuana.
- (h) Receiving or providing compensation for products or services.

(3) Except as otherwise provided in this act, a person who owns or leases real property upon which a marihuana facility is located and who has no knowledge that the licensee violated this act is not subject to any of the following for owning, leasing, or permitting the operation of a marihuana facility on the real property:

- (a) Criminal penalties under state law or local ordinances regulating marihuana.
- (b) State or local civil prosecution based on a marihuana-related offense.
- (c) State or local criminal prosecution based on a marihuana-related offense.
- (d) Search or inspection, except for an inspection authorized under this act by law enforcement officers, the municipality, or the department.
- (e) Seizure of any real or personal property or anything of value based on a marihuana-related offense.
- (f) Any sanction, including disciplinary action or denial of a right or privilege, by a business or occupational or professional licensing board or bureau.

(4) For the purposes of regulating the commercial entities established under this act, any provisions of the following acts that are inconsistent with this act do not apply to a grower, processor, secure transporter, provisioning center, or safety compliance facility operating in compliance with this act:

- (a) The business corporation act, 1972 PA 284, MCL 450.1101 to 450.2098.
- (b) The nonprofit corporation act, 1982 PA 162, MCL 450.2101 to 450.3192.
- (c) 1931 PA 327, MCL 450.98 to 450.192.
- (d) The Michigan revised uniform limited partnership act, 1982 PA 213, MCL 449.1101 to 449.2108.
- (e) The Michigan limited liability company act, 1993 PA 23, MCL 450.4101 to 450.5200.
- (f) 1907 PA 101, MCL 445.1 to 445.5.
- (g) 1913 PA 164, MCL 449.101 to 449.106.
- (h) The uniform partnership act, 1917 PA 72, MCL 449.1 to 449.48.

Sec. 203. A registered qualifying patient or registered primary caregiver is not subject to criminal prosecution or sanctions for purchasing marihuana from a provisioning center if the quantity purchased is within the limits established under the Michigan medical marihuana act. A registered primary caregiver is not subject to criminal prosecution or sanctions for any transfer of 2.5 ounces or less of marihuana to a safety compliance facility for testing.

Sec. 204. This act does not limit the medical purpose defense provided in section 8 of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26428, to any prosecution involving marihuana.

Sec. 205. (1) A marihuana facility shall not operate in a municipality unless the municipality has adopted an ordinance that authorizes that type of facility. A municipality may adopt an ordinance to authorize 1 or more types of marihuana facilities within its boundaries and to limit the number of each type of marihuana facility. A municipality may adopt other ordinances relating to marihuana facilities within its jurisdiction, including zoning regulations, but shall not impose regulations regarding the purity or pricing of marihuana or interfering or conflicting with statutory regulations for licensing marihuana facilities. A municipality shall provide the following information to the board within 90 days after the municipality receives notification from the applicant that he or she has applied for a license under this act:

(a) A copy of the local ordinance that authorizes the marihuana facility.

(b) A copy of any zoning regulations that apply to the proposed marihuana facility within the municipality.

(c) A description of any violation of the local ordinance or zoning regulations included under subdivision (a) or (b) committed by the applicant, but only if those violations relate to activities licensed under this act or the Michigan medical marihuana act.

(2) The board may consider the information provided under subsection (1) in the application process. However, the municipality's failure to provide information to the board shall not be used against the applicant.

(3) A municipal ordinance may establish an annual, nonrefundable fee of not more than \$5,000.00 on a licensee to help defray administrative and enforcement costs associated with the operation of a marihuana facility in the municipality.

(4) Information a municipality obtains from an applicant related to licensure under this section is exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

Sec. 206. The department, in consultation with the board, shall promulgate rules and emergency rules as necessary to implement, administer, and enforce this act. The rules shall ensure the safety, security, and integrity of the operation of marihuana facilities, and shall include rules to do the following:

(a) Set appropriate standards for marihuana facilities and associated equipment.

(b) Subject to section 408, establish minimum levels of insurance that licensees must maintain.

(c) Establish operating regulations for each category of license to ensure the health, safety, and security of the public and the integrity of marihuana facility operations.

(d) Establish qualifications and restrictions for persons participating in or involved with operating marihuana facilities.

(e) Establish testing standards, procedures, and requirements for marihuana sold through provisioning centers.

(f) Provide for the levy and collection of fines for a violation of this act or rules.

(g) Prescribe use of the statewide monitoring system to track all marihuana transfers, as provided in the marihuana tracking act and this act and provide for a funding mechanism to support the system.

(h) Establish quality control standards, procedures, and requirements for marihuana facilities.

(i) Establish chain of custody standards, procedures, and requirements for marihuana facilities.

(j) Establish standards, procedures, and requirements for waste product disposal and storage by marihuana facilities.

(k) Establish chemical storage standards, procedures, and requirements for marihuana facilities.

(l) Establish standards, procedures, and requirements for securely and safely transporting marihuana between marihuana facilities.

(m) Establish standards, procedures, and requirements for the storage of marihuana by marihuana facilities.

(n) Establish labeling and packaging standards, procedures, and requirements for marihuana sold or transferred through provisioning centers, including a prohibition on labeling or packaging that is intended to appeal to or has the effect of appealing to minors.

(o) Establish daily purchasing limits at provisioning centers for registered qualifying patients and registered primary caregivers to ensure compliance with the Michigan medical marihuana act.

(p) Establish marketing and advertising restrictions for marihuana products and marihuana facilities.

(q) Establish maximum tetrahydrocannabinol levels for marihuana-infused products sold or transferred through provisioning centers.

(r) Establish health standards to ensure the safe preparation of products containing marihuana that are intended for human consumption in a manner other than smoke inhalation.

(s) Establish restrictions on edible marihuana-infused products to prohibit shapes that would appeal to minors.

Sec. 207. A licensee shall adopt and use a third-party inventory control and tracking system that is capable of interfacing with the statewide monitoring system to allow the licensee to enter or access information in the statewide monitoring system as required under this act and rules. The third-party inventory control and tracking system must

have all of the following capabilities necessary for the licensee to comply with the requirements applicable to the licensee's license type:

(a) Tracking all marihuana plants, products, packages, patient and primary caregiver purchase totals, waste, transfers, conversions, sales, and returns that are linked to unique identification numbers.

(b) Tracking lot and batch information throughout the entire chain of custody.

(c) Tracking all products, conversions, and derivatives throughout the entire chain of custody.

(d) Tracking marihuana plant, batch, and product destruction.

(e) Tracking transportation of product.

(f) Performing complete batch recall tracking that clearly identifies all of the following details relating to the specific batch subject to the recall:

(i) Sold product.

(ii) Product inventory that is finished and available for sale.

(iii) Product that is in the process of transfer.

(iv) Product being processed into another form.

(v) Postharvest raw product, such as product that is in the drying, trimming, or curing process.

(g) Reporting and tracking loss, theft, or diversion of product containing marihuana.

(h) Reporting and tracking all inventory discrepancies.

(i) Reporting and tracking adverse patient responses or dose-related efficacy issues.

(j) Reporting and tracking all sales and refunds.

(k) Electronically receiving and transmitting information as required under this act, the Michigan medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430, and the marihuana tracking act.

(l) Receiving testing results electronically from a safety compliance facility via a secured application program interface into the system and directly linking the testing results to each applicable source batch and sample.

(m) Identifying test results that may have been altered.

(n) Providing the licensee with access to information in the tracking system that is necessary to verify that the licensee is carrying out the marihuana transactions authorized under the licensee's license in accordance with this act.

(o) Providing information to cross-check that product sales are made to a registered qualifying patient or a registered primary caregiver on behalf of a registered qualifying patient and that the product received the required testing.

(p) Providing the department and state agencies with access to information in the database that they are authorized to access.

(q) Providing law enforcement agencies with access to only the information in the database that is necessary to verify that an individual possesses a valid and current registry identification card.

(r) Providing licensees with access only to the information in the system that they are required to receive before a sale, transfer, transport, or other activity authorized under a license issued under this act.

(s) Securing the confidentiality of information in the database by preventing access by a person who is not authorized to access the statewide monitoring system or is not authorized to access the particular information.

(t) Providing analytics to the department regarding key performance indicators such as the following:

(i) Total daily sales.

(ii) Total marihuana plants in production.

(iii) Total marihuana plants destroyed.

(iv) Total inventory adjustments.

Sec. 208. A marihuana facility and all articles of property in that facility are subject to examination at any time by a local police agency or the department of state police.

PART 3. MEDICAL MARIHUANA LICENSING BOARD

Sec. 301. (1) The medical marihuana licensing board is created within the department of licensing and regulatory affairs.

(2) The board consists of 5 members who are residents of this state, not more than 3 of whom are members of the same political party. The governor shall appoint the members. One of the members shall be appointed from 3 nominees submitted by the senate majority leader and 1 from 3 nominees submitted by the speaker of the house. The governor shall designate 1 of the members as chairperson.

(c) Conducting its public meetings in compliance with the open meetings act, 1976 PA 267, MCL 15.231 to 15.246.

(d) Consulting with the department in promulgating rules and emergency rules as necessary to implement, administer, and enforce this act. The board shall not promulgate a rule establishing a limit on the number or type of marihuana facility licenses that may be granted.

(e) Implementing and collecting the application fee described in section 401 and, in conjunction with the department of treasury, the tax described in section 601 and regulatory assessment described in section 603.

(f) Providing for the levy and collection of fines for a violation of this act or rules.

(g) Providing oversight of a marihuana facility through the board's inspectors, agents, and auditors and through the state police or attorney general for the purpose of certifying the revenue, receiving complaints from the public, or conducting investigations into the operation of the marihuana facility as the board considers necessary and proper to ensure compliance with this act and rules and to protect and promote the overall safety, security, and integrity of the operation of a marihuana facility.

(h) Providing oversight of marihuana facilities to ensure that marihuana-infused products meet health and safety standards that protect the public to a degree comparable to state and federal standards applicable to similar food and drugs.

(i) Reviewing and ruling on any complaint by a licensee regarding any investigative procedures of this state that are believed to be unnecessarily disruptive of marihuana facility operations. The need to inspect and investigate is presumed at all times. The board may delegate authority to hear, review, or rule on licensee complaints to a subcommittee of the board. To prevail on the complaint, a licensee must establish by a preponderance of the evidence that the procedures unreasonably disrupted its marihuana facility operations.

(j) Holding at least 2 public meetings each year. Upon 72 hours' written notice to each member, the chairperson or any 2 board members may call a special meeting. Three members of the board constitute a quorum, including when making determinations on an application for a license. Three votes are required in support of final determinations of the board on applications for licenses and all other licensing determinations, except that 4 votes are required in support of a determination to suspend or revoke a license. The board shall keep a complete and accurate record of all of its meetings and hearings. Upon order of the board, 1 of the board members or a hearing officer designated by the board may conduct any hearing provided for under this act or by rules and may recommend findings and decisions to the board. The board member or hearing officer conducting the hearing has all powers and rights regarding the conduct of hearings granted to the board under this act. The record made at the time of the hearing shall be reviewed by the board or a majority of the board, and the findings and decision of the majority of the board are the order of the board in the case.

(k) Maintaining records that are separate and distinct from the records of any other state board. The records shall be made available for public inspection subject to the limitations of this act and shall accurately reflect all board proceedings.

(l) Reviewing the patterns of marihuana transfers by the licensees under this act as recorded in a statewide database established for use in administering and enforcing this act and making recommendations to the governor and the legislature in a written annual report to the governor and the legislature and additional reports that the governor requests. The annual report shall be submitted by April 15 of each year and shall include the report required under section 702, a statement of receipts and disbursements by the board, the actions taken by the board, and any additional information and recommendations that the board considers appropriate or that the governor requests.

(m) Except as otherwise provided in this act, all information, records, interviews, reports, statements, memoranda, or other data supplied to or used by the board are subject to the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246, except for the following:

(i) Unless presented during a public hearing or requested by the licensee or applicant who is the sole subject of the data, all of the information, records, interviews, reports, statements, memoranda, or other data supplied to, created by, or used by the board related to background investigation of applicants or licensees and to trade secrets, internal controls, and security measures of the licensees or applicants.

(ii) All information, records, interviews, reports, statements, memoranda, or other data supplied to or used by the board that have been received from another jurisdiction or local, state, or federal agency under a promise of confidentiality or if the release of the information is otherwise barred by the statutes, rules, or regulations of that jurisdiction or agency or by an intergovernmental agreement.

(iii) All information in the statewide monitoring system.

Sec. 303. (1) The board has jurisdiction over the operation of all marihuana facilities. The board has all powers necessary and proper to fully and effectively oversee the operation of marihuana facilities, including the authority to do all of the following:

(a) Investigate applicants for state operating licenses, determine the eligibility for licenses, and grant licenses to applicants in accordance with this act and the rules.

(3) The members shall be appointed for terms of 4 years, except, of those who are first appointed, 1 member shall be appointed for a term of 2 years and 2 members shall be appointed for a term of 3 years. A member's term expires on December 31 of the last year of the member's term. If a vacancy occurs, the governor shall appoint a successor to fill the unexpired term in the manner of the original appointment.

(4) Each member of the board shall be reimbursed for all actual and necessary expenses and disbursements incurred in carrying out official duties.

(5) A board member shall not hold any other public office for which he or she receives compensation other than necessary travel or other incidental expenses.

(6) A person who is not of good moral character or who has been indicted for, charged with, or convicted of, pled guilty or nolo contendere to, or forfeited bail concerning any felony or a misdemeanor involving a controlled substance violation, theft, dishonesty, or fraud under the laws of this state, any other state, or the United States or a local ordinance in any state involving a controlled substance violation, dishonesty, theft, or fraud that substantially corresponds to a misdemeanor in that state is not eligible to serve on the board.

(7) The governor may remove any member of the board for neglect of duty, misfeasance, malfeasance, nonfeasance, or any other just cause.

(8) The department in conjunction with the board shall employ an executive director and other personnel as necessary to assist the board in carrying out its duties. The executive director shall devote his or her full time to the duties of the office and shall not hold any other office or employment.

(9) The board shall not appoint or employ an individual if any of the following circumstances exist:

(a) During the 3 years immediately preceding appointment or employment, the individual held any direct or indirect interest in, or was employed by, a person who is licensed to operate under this act or under a corresponding license in another jurisdiction or a person with an application for an operating license pending before the board or in any other jurisdiction. The board shall not employ an individual who has a direct or indirect interest in a licensee or a marihuana facility.

(b) The individual or his or her spouse, parent, child, child's spouse, sibling, or spouse of a sibling has an application for a license pending before the board or is a member of the board of directors of, or an individual financially interested in, any licensee or marihuana facility.

(10) Each member of the board, the executive director, and each key employee as determined by the department shall file with the governor a financial disclosure statement listing all assets and liabilities, property and business interests, and sources of income of the member, executive director, and key employee and his or her spouse, if any, affirming that the member, executive director, and key employee are in compliance with subsection (9)(a) and (b). The financial disclosure statement shall be made under oath and filed at the time of employment and annually thereafter.

(11) Each employee of the board shall file with the board a financial disclosure statement listing all assets and liabilities, property and business interests, and sources of income of the employee and his or her spouse. This subsection does not apply to the executive director or a key employee.

(12) A member of the board, executive director, or key employee shall not hold any direct or indirect interest in, be employed by, or enter into a contract for services with an applicant, a board licensee, or a marihuana facility for a period of 4 years after the date his or her employment or membership on the board terminates. The department in consultation with the board shall define the term "direct or indirect interest" by rule.

(13) For 2 years after the date his or her employment with the board is terminated, an employee of the board shall not acquire any direct or indirect interest in, be employed by, or enter into a contract for services with any applicant, licensee, or marihuana facility.

(14) For 2 years after the termination of his or her office or employment with the board, a board member or an individual employed by the board shall not represent any person or party other than this state before or against the board.

(15) A business entity in which a former board member or employee or agent has an interest, or any partner, officer, or employee of the business entity, shall not make any appearance or represent a party that the former member, employee, or agent is prohibited from appearing for or representing. As used in this subsection, "business entity" means a corporation, limited liability company, partnership, limited liability partnership, association, trust, or other form of legal entity.

Sec. 302. The board has general responsibility for implementing this act. The board has the powers and duties specified in this act and all other powers necessary and proper to fully and effectively implement and administer this act for the purpose of licensing, regulating, and enforcing the licensing and regulation system established under this act for marihuana growth, processing, testing, and transporting. The board is subject to the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. The board's duties include all of the following:

(a) Granting or denying each application for a state operating license within a reasonable time.

(b) Deciding all license applications in reasonable order.

(b) Investigate all individuals employed by marihuana facilities.

(c) At any time, through its investigators, agents, auditors, or the state police, without a warrant and without notice to the licensee, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with this act or rules is likely to be found and consistent with constitutional limitations, for the following purposes:

(i) To inspect and examine all premises of marihuana facilities.

(ii) To inspect, examine, and audit relevant records of the licensee and, if the licensee fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored.

(iii) To inspect the person, and inspect or examine personal effects present in a marihuana facility, of any holder of a state operating license while that person is present in a marihuana facility.

(iv) To investigate alleged violations of this act or rules.

(d) Investigate alleged violations of this act or rules and take appropriate disciplinary action against a licensee.

(e) Consult with the department in adopting rules to establish appropriate standards for marihuana facilities and associated equipment.

(f) Require all relevant records of licensees, including financial or other statements, to be kept on the premises authorized for operation of the marihuana facility of the licensee or in the manner prescribed by the board.

(g) Require that each licensee of a marihuana facility submit to the board a list of the stockholders or other persons having a 1% or greater beneficial interest in the facility in addition to any other information the board considers necessary to effectively administer this act and rules, orders, and final decisions made under this act.

(h) Eject, or exclude or authorize the ejection or exclusion of, an individual from a marihuana facility if the individual violates this act, rules, or final orders of the board. However, the propriety of the ejection or exclusion is subject to a subsequent hearing by the board.

(i) Conduct periodic audits of marihuana facilities licensed under this act.

(j) Consult with the department as to appropriate minimum levels of insurance for licensees in addition to the minimum established under section 408 for liability insurance.

(k) Delegate the execution of any of its powers that are not specifically and exclusively reserved to the board under this act for the purpose of administering and enforcing this act and rules.

(l) Take disciplinary action as the board considers appropriate to prevent practices that violate this act and rules.

(m) Review a licensee if that licensee is under review or the subject of discipline by a regulatory body in any other jurisdiction for a violation of a controlled substance or marihuana law or regulation in that jurisdiction.

(n) Take any other reasonable or appropriate action to enforce this act and rules.

(2) The board may seek and shall receive the cooperation and assistance of the department of state police in conducting background investigations of applicants and in fulfilling its responsibilities under this act. The department of state police may recover its costs of cooperation under this subsection.

Sec. 305. (1) By January 31 of each year, each member of the board shall prepare and file with the governor's office and the board a disclosure form in which the member does all of the following:

(a) Affirms that the member or the member's spouse, parent, child, or child's spouse is not a member of the board of directors of, financially interested in, or employed by a licensee or applicant.

(b) Affirms that the member continues to meet any other criteria for board membership under this act or the rules promulgated by the board.

(c) Discloses any legal or beneficial interests in any real property that is or that may be directly or indirectly involved with operations authorized by this act.

(d) Discloses any other information as may be required to ensure that the integrity of the board and its work is maintained.

(2) By January 31 of each year, each employee of the board shall prepare and file with the board an employee disclosure form in which the employee does all of the following:

(a) Affirms the absence of financial interests prohibited by this act.

(b) Discloses any legal or beneficial interests in any real property that is or that may be directly or indirectly involved with operations authorized by this act.

(c) Discloses whether the employee or the employee's spouse, parent, child, or child's spouse is financially interested in or employed by a licensee or an applicant for a license under this act.

(d) Discloses such other matters as may be required to ensure that the integrity of the board and its work is maintained.

(3) A member, employee, or agent of the board who becomes aware that the member, employee, or agent of the board or his or her spouse, parent, or child is a member of the board of directors of, financially interested in, or employed by a licensee or an applicant shall immediately provide detailed written notice thereof to the chairperson.

(4) A member, employee, or agent of the board who within the previous 10 years has been indicted for, charged with, or convicted of, pled guilty or nolo contendere to, or forfeited bail concerning a misdemeanor involving controlled substances, dishonesty, theft, or fraud or a local ordinance in any state involving controlled substances, dishonesty, theft, or fraud that substantially corresponds to a misdemeanor in that state, or a felony under Michigan law, the laws of any other state, or the laws of the United States or any other jurisdiction shall immediately provide detailed written notice of the conviction or charge to the chairperson.

(5) Any member, employee, or agent of the board who is negotiating for, or acquires by any means, any interest in any person who is a licensee or an applicant, or any person affiliated with such a person, shall immediately provide written notice of the details of the interest to the chairperson. The member, employee, or agent of the board shall not act on behalf of the board with respect to that person.

(6) A member, employee, or agent of the board shall not enter into any negotiations for employment with any person or affiliate of any person who is a licensee or an applicant and shall immediately provide written notice of the details of any such negotiations or discussions in progress to the chairperson. The member, employee, or agent of the board shall not take action on behalf of the board with respect to that person.

(7) Any member, employee, or agent of the board who receives an invitation, written or oral, to initiate a discussion concerning employment or the possibility of employment with a person or affiliate of a person who is a licensee or an applicant shall immediately report that he or she received the invitation to the chairperson. The member, employee, or agent of the board shall not take action on behalf of the board with respect to the person.

(8) A licensee or applicant shall not knowingly initiate a negotiation for or discussion of employment with a member, employee, or agent of the board. A licensee or applicant who initiates a negotiation or discussion about employment shall immediately provide written notice of the details of the negotiation or discussion to the chairperson as soon as he or she becomes aware that the negotiation or discussion has been initiated with a member, employee, or agent of the board.

(9) A member, employee, or agent of the board, or former member, employee, or agent of the board, shall not disseminate or otherwise disclose any material or information in the possession of the board that the board considers confidential unless specifically authorized to do so by the chairperson or the board.

(10) A member, employee, or agent of the board or a parent, spouse, sibling, spouse of a sibling, child, or spouse of a child of a member, employee, or agent of the board shall not accept any gift, gratuity, compensation, travel, lodging, or anything of value, directly or indirectly, from any licensee or any applicant or affiliate or representative of a licensee or applicant, unless the acceptance conforms to a written policy or directive that is issued by the chairperson or the board. Any member, employee, or agent of the board who is offered or receives any gift, gratuity, compensation, travel, lodging, or anything of value, directly or indirectly, from any licensee or any applicant or affiliate or representative of an applicant or licensee shall immediately provide written notification of the details to the chairperson.

(11) A licensee or applicant, or an affiliate or representative of an applicant or licensee, shall not, directly or indirectly, give or offer to give any gift, gratuity, compensation, travel, lodging, or anything of value to any member, employee, or agent of the board that the member, employee, or agent of the board is prohibited from accepting under subsection (10).

(12) A member, employee, or agent of the board shall not engage in any conduct that constitutes a conflict of interest and shall immediately advise the chairperson in writing of the details of any incident or circumstances that would present the existence of a conflict of interest with respect to performing board-related work or duties.

(13) A member, employee, or agent of the board who is approached and offered a bribe as described in section 118 of the Michigan penal code, 1931 PA 328, MCL 750.118, or this act shall immediately provide written account of the details of the incident to the chairperson and to a law enforcement officer of a law enforcement agency having jurisdiction.

(14) A member, employee, or agent of the board shall disclose his or her past involvement with any marijuana enterprise in the past 5 years and shall not engage in political activity or politically related activity during the duration of his or her appointment or employment.

(15) A former member, employee, or agent of the board may appear before the board as a fact witness about matters or actions handled by the member, employee, or agent during his or her tenure as a member, employee, or agent of the board. The member, employee, or agent of the board shall not receive compensation for such an appearance other than a standard witness fee and reimbursement for travel expenses as established by statute or court rule.

(16) A licensee or applicant or any affiliate or representative of an applicant or licensee shall not engage in ex parte communications with a member of the board. A member of the board shall not engage in any ex parte communications with a licensee or an applicant or with any affiliate or representative of an applicant or licensee.

(17) Any board member, licensee, or applicant or affiliate or representative of a board member, licensee, or applicant who receives any ex parte communication in violation of subsection (16), or who is aware of an attempted communication in violation of subsection (16), shall immediately report details of the communication or attempted communication in writing to the chairperson.

(18) Any member of the board who receives an ex parte communication in an attempt to influence that member's official action shall disclose the source and content of the communication to the chairperson. The chairperson may investigate or initiate an investigation of the matter with the assistance of the attorney general and state police to determine if the communication violates subsection (16) or subsection (17) or other state law. The disclosure under this section and the investigation are confidential. Following an investigation, the chairperson shall advise the governor or the board, or both, of the results of the investigation and may recommend action as the chairperson considers appropriate. If the chairperson receives such an ex parte communication, he or she shall report the communication to the governor's office for appropriate action.

(19) A new or current employee or agent of the board shall obtain written permission from the executive director before continuing outside employment held at the time the employee begins to work for the board. Permission shall be denied, or permission previously granted shall be revoked, if the executive director considers the nature of the work to create a possible conflict of interest or if it would otherwise interfere with the duties of the employee or agent for the board.

(20) An employee or agent of the board granted permission for outside employment shall not conduct any business or perform any activities, including solicitation, related to outside employment on premises used by the board or during the employee's working hours for the board.

(21) The chairperson shall report any action he or she has taken or proposes to take under this section with respect to an employee or agent or former employee or former agent to the board at the next meeting of the board. The board may direct the executive director to take additional or different action.

(22) Except as allowed under the Michigan medical marihuana act, a member, employee, or agent of the board shall not enter into any personal transaction involving marihuana with a licensee or applicant.

(23) If a licensee or applicant, or an affiliate or representative of a licensee or applicant, violates this section, the board may deny a license application, revoke or suspend a license, or take other disciplinary action as provided in section 407.

(24) Violation of this section by a member of the board may result in disqualification or constitute cause for removal under section 301(7) or other disciplinary action as recommended by the board to the governor.

(25) A violation of this section by an employee or agent of the board need not result in termination of employment if the board determines that the conduct involved does not violate the purpose of this act. However, all of the following apply:

(a) If, after being offered employment or beginning employment with the board, the employee or agent intentionally acquires a financial interest in a licensee or an applicant, or an affiliate or representative of a licensee or applicant, the offer or employment with the board shall be terminated.

(b) If a financial interest in a licensee or an applicant, or an affiliate or representative of a licensee or applicant, is acquired by an employee or agent that has been offered employment with the board, an employee of the board, or the employee's or agent's spouse, parent, or child, through no intentional action of the employee or agent, the individual shall have up to 30 days to divest or terminate the financial interest. Employment may be terminated if the interest has not been divested after 30 days.

(c) Employment shall be terminated if the employee or agent is a spouse, parent, child, or spouse of a child of a board member.

(26) Violation of this section does not create a civil cause of action.

(27) As used in this section:

(a) "Outside employment", in addition to employment by a third party, includes, but is not limited to, the following:

(i) Operation of a proprietorship.

(ii) Participation in a partnership or group business enterprise.

(iii) Performance as a director or corporate officer of any for-profit or nonprofit corporation or banking or credit institution.

(iv) Performance as a manager of a limited liability company.

(b) "Political activity" or "politically related activity" includes all of the following:

(i) Using his or her official authority or influence for the purpose of interfering with or affecting the result of an election.

(ii) Knowingly soliciting, accepting, or receiving a political contribution from any person.

(iii) Running for the nomination or as a candidate for election to a partisan political office.

(iv) Knowingly soliciting or discouraging the participation in any political activity of any person who is either of the following:

(A) Applying for any compensation, grant, contract, ruling, license, permit, or certificate pending before the board.

(B) The subject of or a participant in an ongoing audit, investigation, or enforcement action being carried out by the board.

PART 4. LICENSING

Sec. 401. (1) Beginning 360 days after the effective date of this act, a person may apply to the board for state operating licenses in the categories of class A, B, or C grower; processor; provisioning center; secure transporter; and safety compliance facility as provided in this act. The application shall be made under oath on a form provided by the board and shall contain information as prescribed by the board, including, but not limited to, all of the following:

(a) The name, business address, business telephone number, social security number, and, if applicable, federal tax identification number of the applicant.

(b) The identity of every person having any ownership interest in the applicant with respect to which the license is sought. If the disclosed entity is a trust, the application shall disclose the names and addresses of the beneficiaries; if a corporation, the names and addresses of all shareholders, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.

(c) An identification of any business that is directly or indirectly involved in the growing, processing, testing, transporting, or sale of marijuana, including, if applicable, the state of incorporation or registration, in which an applicant or, if the applicant is an individual, the applicant's spouse, parent, or child has any equity interest. If an applicant is a corporation, partnership, or other business entity, the applicant shall identify any other corporation, partnership, or other business entity that is directly or indirectly involved in the growing, processing, testing, transporting, or sale of marijuana in which it has any equity interest, including, if applicable, the state of incorporation or registration. An applicant may comply with this subdivision by filing a copy of the applicant's registration with the Securities and Exchange Commission if the registration contains the information required by this subdivision.

(d) Whether an applicant has been indicted for, charged with, arrested for, or convicted of, pled guilty or nolo contendere to, forfeited bail concerning any criminal offense under the laws of any jurisdiction, either felony or controlled-substance-related misdemeanor, not including traffic violations, regardless of whether the offense has been reversed on appeal or otherwise, including the date, the name and location of the court, arresting agency, and prosecuting agency, the case caption, the docket number, the offense, the disposition, and the location and length of incarceration.

(e) Whether an applicant has ever applied for or has been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.

(f) Whether an applicant has filed, or been served with, a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law, including the amount, type of tax, taxing agency, and time periods involved.

(g) A statement listing the names and titles of all public officials or officers of any unit of government, and the spouses, parents, and children of those public officials or officers, who, directly or indirectly, own any financial interest in, have any beneficial interest in, are the creditors of or hold any debt instrument issued by, or hold or have any interest in any contractual or service relationship with an applicant. As used in this subdivision, public official or officer does not include a person who would have to be listed solely because of his or her state or federal military service.

(h) A description of the type of marijuana facility; anticipated or actual number of employees; and projected or actual gross receipts.

(i) Financial information in the manner and form prescribed by the board.

(j) A paper copy or electronic posting website reference for the ordinance or zoning restriction that the municipality adopted to authorize or restrict operation of 1 or more marijuana facilities in the municipality.

(k) A copy of the notice informing the municipality by registered mail that the applicant has applied for a license under this act. The applicant shall also certify that it has delivered the notice to the municipality or will do so by 10 days after the date the applicant submits the application for a license to the board.

(l) Any other information the department requires by rule.

(2) The board shall use information provided on the application as a basis to conduct a thorough background investigation on the applicant. A false application is cause for the board to deny a license. The board shall not consider an incomplete application but shall, within a reasonable time, return the application to the applicant with notification of the deficiency and instructions for submitting a corrected application. Information the board obtains from the background investigation is exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(3) An applicant must provide written consent to the inspections, examinations, searches, and seizures provided for in section 303(1)(c)(i) to (iv) and to disclosure to the board and its agents of otherwise confidential records, including tax records held by any federal, state, or local agency, or credit bureau or financial institution, while applying for or holding a license. Information the board receives under this subsection is exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(4) An applicant must certify that the applicant does not have an interest in any other state operating license that is prohibited under this act.

(5) A nonrefundable application fee must be paid at the time of filing to defray the costs associated with the background investigation conducted by the board. The department in consultation with the board shall set the amount of the application fee for each category and class of license by rule. If the costs of the investigation and processing the application exceed the application fee, the applicant shall pay the additional amount to the board. All information, records, interviews, reports, statements, memoranda, or other data supplied to or used by the board in the course of its review or investigation of an application for a license under this act shall be disclosed only in accordance with this act. The information, records, interviews, reports, statements, memoranda, or other data are not admissible as evidence or discoverable in any action of any kind in any court or before any tribunal, board, agency, or person, except for any action considered necessary by the board.

(6) By 10 days after the date the applicant submits an application to the board, the applicant shall notify the municipality by registered mail that it has applied for a license under this act.

Sec. 402. (1) The board shall issue a license to an applicant who submits a complete application and pays both the nonrefundable application fee required under section 401(5) and the regulatory assessment established by the board for the first year of operation, if the board determines that the applicant is qualified to receive a license under this act.

(2) An applicant is ineligible to receive a license if any of the following circumstances exist:

(a) The applicant has been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past 10 years or has been convicted of a controlled substance-related felony within the past 10 years.

(b) Within the past 5 years the applicant has been convicted of a misdemeanor involving a controlled substance, theft, dishonesty, or fraud in any state or been found responsible for violating a local ordinance in any state involving a controlled substance, dishonesty, theft, or fraud that substantially corresponds to a misdemeanor in that state.

(c) The applicant has knowingly submitted an application for a license under this act that contains false information.

(d) The applicant is a member of the board.

(e) The applicant fails to demonstrate the applicant's ability to maintain adequate premises liability and casualty insurance for its proposed marihuana facility.

(f) The applicant holds an elective office of a governmental unit of this state, another state, or the federal government; is a member of or employed by a regulatory body of a governmental unit in this state, another state, or the federal government; or is employed by a governmental unit of this state. This subdivision does not apply to an elected officer of or employee of a federally recognized Indian tribe or to an elected precinct delegate.

(g) The applicant, if an individual, has been a resident of this state for less than a continuous 2-year period immediately preceding the date of filing the application. The requirements in this subdivision do not apply after June 30, 2018.

(h) The board determines that the applicant is not in compliance with section 205(1).

(i) The applicant fails to meet other criteria established by rule.

(3) In determining whether to grant a license to an applicant, the board may also consider all of the following:

(a) The integrity, moral character, and reputation; personal and business probity; financial ability and experience; and responsibility or means to operate or maintain a marihuana facility of the applicant and of any other person that either:

(i) Controls, directly or indirectly, the applicant.

(ii) Is controlled, directly or indirectly, by the applicant or by a person who controls, directly or indirectly, the applicant.

(b) The financial ability of the applicant to purchase and maintain adequate liability and casualty insurance.

(c) The sources and total amount of the applicant's capitalization to operate and maintain the proposed marihuana facility.

(d) Whether the applicant has been indicted for, charged with, arrested for, or convicted of, pled guilty or nolo contendere to, forfeited bail concerning, or had expunged any relevant criminal offense under the laws of any jurisdiction, either felony or misdemeanor, not including traffic violations, regardless of whether the offense has been expunged, pardoned, or reversed on appeal or otherwise.

(e) Whether the applicant has filed, or had filed against it, a proceeding for bankruptcy within the past 7 years.

(f) Whether the applicant has been served with a complaint or other notice filed with any public body regarding payment of any tax required under federal, state, or local law that has been delinquent for 1 or more years.

(g) Whether the applicant has a history of noncompliance with any regulatory requirements in this state or any other jurisdiction.

(h) Whether at the time of application the applicant is a defendant in litigation involving its business practices.

(i) Whether the applicant meets other standards in rules applicable to the license category.

(4) Each applicant shall submit with its application, on forms provided by the board, a passport quality photograph and 1 set of fingerprints for each person having any ownership interest in the marihuana facility and each person who is an officer, director, or managerial employee of the applicant. The department may designate an entity or agent to collect the fingerprints, and the applicant is responsible for the cost associated with the fingerprint collection.

(5) The board shall review all applications for licenses and shall inform each applicant of the board's decision.

(6) A license shall be issued for a 1-year period and is renewable annually. Except as otherwise provided in this act, the board shall renew a license if all of the following requirements are met:

(a) The licensee applies to the board on a renewal form provided by the board that requires information prescribed in rules.

(b) The application is received by the board on or before the expiration date of the current license.

(c) The licensee pays the regulatory assessment under section 603.

(d) The licensee meets the requirements of this act and any other renewal requirements set forth in rules.

(7) The department shall notify the licensee by mail or electronic mail at the last known address on file with the board advising of the time, procedure, and regulatory assessment under section 603. The failure of the licensee to receive notice under this subsection does not relieve the licensee of the responsibility for renewing the license.

(8) If a license renewal application is not submitted by the license expiration date, the license may be renewed within 60 days after its expiration date upon application, payment of the regulatory assessment under section 603, and satisfaction of any renewal requirement and late fee set forth in rules. The licensee may continue to operate during the 60 days after the license expiration date if the license is renewed by the end of the 60-day period.

(9) License expiration does not terminate the board's authority to impose sanctions on a licensee whose license has expired.

(10) In its decision on an application for renewal, the board shall consider any specific written input it receives from an individual or entity within the local unit of government in which the applicant for renewal is located.

(11) A licensee must consent in writing to inspections, examinations, searches, and seizures that are permitted under this act and must provide a handwriting exemplar, fingerprints, photographs, and information as authorized in this act or by rules.

(12) An applicant or licensee has a continuing duty to provide information requested by the board and to cooperate in any investigation, inquiry, or hearing conducted by the board.

Sec. 403. If the board identifies a deficiency in an application, the board shall provide the applicant with a reasonable period of time to correct the deficiency.

Sec. 404. (1) The board shall issue a license only in the name of the true party of interest.

(2) For the following true parties of interest, information concerning the indicated individuals must be included in the disclosures required of an applicant or licensee:

(a) For an individual or sole proprietorship: the proprietor and spouse.

(b) For a partnership and limited liability partnership: all partners and their spouses. For a limited partnership and limited liability limited partnership: all general and limited partners and their spouses. For a limited liability company: all members, managers, and their spouses.

(c) For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses and all stockholders and their spouses.

(d) For a publicly held corporation: all corporate officers or persons with equivalent titles and their spouses.

(e) For a multilevel ownership enterprise: any entity or person that receives or has the right to receive a percentage of the gross or net profit from the enterprise during any full or partial calendar or fiscal year.

(f) For a nonprofit corporation: all individuals and entities with membership or shareholder rights in accordance with the articles of incorporation or the bylaws and their spouses.

(3) For purposes of this section, "true party of interest" does not mean:

(a) A person or entity receiving reasonable payment for rent on a fixed basis under a bona fide lease or rental obligation, unless the lessor or property manager exercises control over or participates in the management of the business.

(b) A person who receives a bonus as an employee if the employee is on a fixed wage or salary and the bonus is not more than 25% of the employee's prebonus annual compensation or if the bonus is based on a written incentive/bonus program that is not out of the ordinary for the services rendered.

Sec. 405. Subject to the laws of this state, before hiring a prospective employee, the holder of a license shall conduct a background check of the prospective employee. If the background check indicates a pending charge or conviction within the past 10 years for a controlled substance-related felony, a licensee shall not hire the prospective employee without written permission of the board.

Sec. 406. Each license is exclusive to the licensee, and a licensee or any other person must apply for and receive the board's approval before a license is transferred, sold, or purchased. The attempted transfer, sale, or other conveyance of an interest of more than 1% in a license without prior board approval is grounds for suspension or revocation of the license or for other sanction considered appropriate by the board.

Sec. 407. (1) If an applicant or licensee fails to comply with this act or rules, if a licensee fails to comply with the marihuana tracking act, if a licensee no longer meets the eligibility requirements for a license under this act, or if an applicant or licensee fails to provide information the board requests to assist in any investigation, inquiry, or board hearing, the board may deny, suspend, revoke, or restrict a license. The board may suspend, revoke, or restrict a license and require the removal of a licensee or an employee of a licensee for a violation of this act, rules, the marihuana tracking act, or any ordinance adopted under section 205. The board may impose civil fines of up to \$5,000.00 against an individual and up to \$10,000.00 or an amount equal to the daily gross receipts, whichever is greater, against a licensee for each violation of this act, rules, or an order of the board. Assessment of a civil fine under this subsection is not a bar to the investigation, arrest, charging, or prosecution of an individual for any other violation of this act and is not grounds to suppress evidence in any criminal prosecution that arises under this act or any other law of this state.

(2) The board shall comply with the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, when denying, revoking, suspending, or restricting a license or imposing a fine. The board may suspend a license without notice or hearing upon a determination that the safety or health of patrons or employees is jeopardized by continuing a marihuana facility's operation. If the board suspends a license under this subsection without notice or hearing, a prompt postsuspension hearing must be held to determine if the suspension should remain in effect. The suspension may remain in effect until the board determines that the cause for suspension has been abated. The board may revoke the license or approve a transfer or sale of the license upon a determination that the licensee has not made satisfactory progress toward abating the hazard.

(3) After denying an application for a license, the board shall, upon request, provide a public investigative hearing at which the applicant is given the opportunity to present testimony and evidence to establish its suitability for a license. Other testimony and evidence may be presented at the hearing, but the board's decision must be based on the whole record before the board and is not limited to testimony and evidence submitted at the public investigative hearing.

(4) Except for license applicants who may be granted a hearing at the discretion of the board under subsection (3), any party aggrieved by an action of the board suspending, revoking, restricting, or refusing to renew a license, or imposing a fine, shall be given a hearing before the board upon request. A request for a hearing must be made to the board in writing within 21 days after service of notice of the action of the board. Notice of the action of the board must be served either by personal delivery or by certified mail, postage prepaid, to the aggrieved party. Notice served by certified mail is considered complete on the business day following the date of the mailing.

(5) The board may conduct investigative and contested case hearings; issue subpoenas for the attendance of witnesses; issue subpoenas duces tecum for the production of books, ledgers, records, memoranda, electronically retrievable data, and other pertinent documents; and administer oaths and affirmations to witnesses as appropriate to exercise and discharge the powers and duties of the board under this act. The executive director or his or her designee may issue subpoenas and administer oaths and affirmations to witnesses.

Sec. 408. (1) Before the board grants or renews any license under this act, the licensee or applicant shall file with the department proof of financial responsibility for liability for bodily injury to lawful users resulting from the manufacture, distribution, transportation, or sale of adulterated marihuana or adulterated marihuana-infused product in an amount not less than \$100,000.00. The proof of financial responsibility may be in the form of cash, unencumbered securities, a liability insurance policy, or a constant value bond executed by a surety company authorized to do business in this state. As used in this section:

(a) "Adulterated marihuana" means a product sold as marihuana that contains any unintended substance or chemical or biological matter other than marihuana that causes adverse reaction after ingestion or consumption.

(b) "Bodily injury" does not include expected or intended effect or long-term adverse effect of smoking, ingestion, or consumption of marijuana or marijuana-infused product.

(2) An insured licensee shall not cancel liability insurance required under this section unless the licensee complies with both of the following:

(a) Gives 30 days' prior written notice to the department.

(b) Procures new proof of financial responsibility required under this section and delivers that proof to the department within 30 days after giving the department the notice under subdivision (a).

Sec. 409. A state operating license is a revocable privilege granted by this state and is not a property right. Granting a license does not create or vest any right, title, franchise, or other property interest. Each license is exclusive to the licensee, and a licensee or any other person must apply for and receive the board's and municipality's approval before a license is transferred, sold, or purchased. A licensee or any other person shall not lease, pledge, or borrow or loan money against a license. The attempted transfer, sale, or other conveyance of an interest in a license without prior board approval is grounds for suspension or revocation of the license or for other sanction considered appropriate by the board.

PART 5. LICENSEES

Sec. 501. (1) A grower license authorizes the grower to grow not more than the following number of marijuana plants under the indicated license class for each license the grower holds in that class:

(a) Class A – 500 marijuana plants.

(b) Class B – 1,000 marijuana plants.

(c) Class C – 1,500 marijuana plants.

(2) A grower license authorizes sale of marijuana seeds or marijuana plants only to a grower by means of a secure transporter.

(3) A grower license authorizes sale of marijuana, other than seeds, only to a processor or provisioning center.

(4) A grower license authorizes the grower to transfer marijuana only by means of a secure transporter.

(5) To be eligible for a grower license, the applicant and each investor in the grower must not have an interest in a secure transporter or safety compliance facility.

(6) A grower shall comply with all of the following:

(a) Until December 31, 2021, have, or have as an active employee an individual who has, a minimum of 2 years' experience as a registered primary caregiver.

(b) While holding a license as a grower, not be a registered primary caregiver and not employ an individual who is simultaneously a registered primary caregiver.

(c) Enter all transactions, current inventory, and other information into the statewide monitoring system as required in this act, rules, and the marijuana tracking act.

(7) A grower license does not authorize the grower to operate in an area unless the area is zoned for industrial or agricultural uses or is unzoned and otherwise meets the requirements established in section 205(1).

Sec. 502. (1) A processor license authorizes purchase of marijuana only from a grower and sale of marijuana-infused products or marijuana only to a provisioning center.

(2) A processor license authorizes the processor to transfer marijuana only by means of a secure transporter.

(3) To be eligible for a processor license, the applicant and each investor in the processor must not have an interest in a secure transporter or safety compliance facility.

(4) A processor shall comply with all of the following:

(a) Until December 31, 2021, have, or have as an active employee an individual who has, a minimum of 2 years' experience as a registered primary caregiver.

(b) While holding a license as a processor, not be a registered primary caregiver and not employ an individual who is simultaneously a registered primary caregiver.

(c) Enter all transactions, current inventory, and other information into the statewide monitoring system as required in this act, rules, and the marijuana tracking act.

Sec. 503. (1) A secure transporter license authorizes the licensee to store and transport marijuana and money associated with the purchase or sale of marijuana between marijuana facilities for a fee upon request of a person with legal custody of that marijuana or money. It does not authorize transport to a registered qualifying patient or registered primary caregiver.

(2) To be eligible for a secure transporter license, the applicant and each investor with an interest in the secure transporter must not have an interest in a grower, processor, provisioning center, or safety compliance facility and must not be a registered qualifying patient or a registered primary caregiver.

(3) A secure transporter shall enter all transactions, current inventory, and other information into the statewide monitoring system as required in this act, rules, and the marijuana tracking act.

(4) A secure transporter shall comply with all of the following:

(a) Each driver transporting marijuana must have a chauffeur's license issued by this state.

(b) Each employee who has custody of marijuana or money that is related to a marijuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past 5 years or have been convicted of a misdemeanor involving a controlled substance within the past 5 years.

(c) Each vehicle shall be operated with a 2-person crew with at least 1 individual remaining with the vehicle at all times during the transportation of marijuana.

(d) A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle and presented to a law enforcement officer upon request.

(e) The marijuana shall be transported in 1 or more sealed containers and not be accessible while in transit.

(f) A secure transporting vehicle shall not bear markings or other indication that it is carrying marijuana or a marijuana-infused product.

(5) A secure transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of marijuana to determine compliance with this act.

Sec. 504. (1) A provisioning center license authorizes the purchase or transfer of marijuana only from a grower or processor and sale or transfer to only a registered qualifying patient or registered primary caregiver. All transfers of marijuana to a provisioning center from a separate marijuana facility shall be by means of a secure transporter.

(2) A provisioning center license authorizes the provisioning center to transfer marijuana to or from a safety compliance facility for testing by means of a secure transporter.

(3) To be eligible for a provisioning center license, the applicant and each investor in the provisioning center must not have an interest in a secure transporter or safety compliance facility.

(4) A provisioning center shall comply with all of the following:

(a) Sell or transfer marijuana to a registered qualifying patient or registered primary caregiver only after it has been tested and bears the label required for retail sale.

(b) Enter all transactions, current inventory, and other information into the statewide monitoring system as required in this act, rules, and the marijuana tracking act.

(c) Before selling or transferring marijuana to a registered qualifying patient or to a registered primary caregiver on behalf of a registered qualifying patient, inquire of the statewide monitoring system to determine whether the patient and, if applicable, the caregiver hold a valid, current, unexpired, and unrevoked registry identification card and that the sale or transfer will not exceed the daily purchasing limit established by the medical marijuana licensing board under this act.

(d) Not allow the sale, consumption, or use of alcohol or tobacco products on the premises.

(e) Not allow a physician to conduct a medical examination or issue a medical certification document on the premises for the purpose of obtaining a registry identification card.

Sec. 505. (1) In addition to transfer and testing authorized in section 203, a safety compliance facility license authorizes the facility to receive marijuana from, test marijuana for, and return marijuana to only a marijuana facility.

(2) A safety compliance facility must be accredited by an entity approved by the board by 1 year after the date the license is issued or have previously provided drug testing services to this state or this state's court system and be a vendor in good standing in regard to those services. The board may grant a variance from this requirement upon a finding that the variance is necessary to protect and preserve the public health, safety, or welfare.

(3) To be eligible for a safety compliance facility license, the applicant and each investor with any interest in the safety compliance facility must not have an interest in a grower, secure transporter, processor, or provisioning center.

(4) A safety compliance facility shall comply with all of the following:

(a) Perform tests to certify that marijuana is reasonably free of chemical residues such as fungicides and insecticides.

(b) Use validated test methods to determine tetrahydrocannabinol, tetrahydrocannabinol acid, cannabidiol, and cannabidiol acid levels.

(c) Perform tests that determine whether marijuana complies with the standards the board establishes for microbial and mycotoxin contents.

(d) Perform other tests necessary to determine compliance with any other good manufacturing practices as prescribed in rules.

(e) Enter all transactions, current inventory, and other information into the statewide monitoring system as required in this act, rules, and the marijuana tracking act.

- (f) Have a secured laboratory space that cannot be accessed by the general public.
- (g) Retain and employ at least 1 staff member with a relevant advanced degree in a medical or laboratory science.

PART 6. TAXES AND FEES

Sec. 601. (1) A tax is imposed on each provisioning center at the rate of 3% of the provisioning center's gross retail receipts. By 30 days after the end of the calendar quarter, a provisioning center shall remit the tax for the preceding calendar quarter to the department of treasury accompanied by a form prescribed by the department of treasury that shows the gross quarterly retail income of the provisioning center and the amount of tax due, and shall submit a copy of the form to the department. If a law authorizing the recreational or nonmedical use of marihuana in this state is enacted, this section does not apply beginning 90 days after the effective date of that law.

(2) The taxes imposed under this section shall be administered by the department of treasury in accordance with 1941 PA 122, MCL 205.1 to 205.31, and this act. In case of conflict between the provisions of 1941 PA 122, MCL 205.1 to 205.31, and this act, the provisions of this act prevail.

Sec. 602. (1) The medical marihuana excise fund is created in the state treasury.

(2) Except for the application fee under section 401, the regulatory assessment under section 603, and any local licensing fees, all money collected under section 601 and all other fees, fines, and charges, imposed under this act shall be deposited in the medical marihuana excise fund. The state treasurer shall direct the investment of the fund. The state treasurer shall credit to the fund interest and earnings from fund investments.

(3) Money in the medical marihuana excise fund at the close of the fiscal year shall remain in the fund and shall not lapse to the general fund.

(4) The state treasurer shall be the administrator of the medical marihuana excise fund for auditing purposes.

(5) The money in the medical marihuana excise fund shall be allocated, upon appropriation, as follows:

(a) 25% to municipalities in which a marihuana facility is located, allocated in proportion to the number of marihuana facilities within the municipality.

(b) 30% to counties in which a marihuana facility is located, allocated in proportion to the number of marihuana facilities within the county.

(c) 5% to counties in which a marihuana facility is located, allocated in proportion to the number of marihuana facilities within the county. Money allocated under this subdivision shall be used exclusively to support the county sheriffs and shall be in addition to and not in replacement of any other funding received by the county sheriffs.

(d) 30% to this state for the following:

(i) Until September 30, 2017, for deposit in the general fund of the state treasury.

(ii) Beginning October 1, 2017, for deposit in the first responder presumed coverage fund created in section 405 of the worker's disability compensation act of 1969, 1969 PA 317, MCL 418.405.

(e) 5% to the Michigan commission on law enforcement standards for training local law enforcement officers.

(f) 5% to the department of state police.

Sec. 603. (1) A regulatory assessment is imposed on certain licensees as provided in this section. All of the following shall be included in establishing the total amount of the regulatory assessment established under this section:

(a) The department's costs to implement, administer, and enforce this act, except for the costs to process and investigate applications for licenses supported with the application fee described in section 401.

(b) Expenses of medical-marihuana-related legal services provided to the department by the department of attorney general.

(c) Expenses of medical-marihuana-related services provided to the department by the department of state police.

(d) Expenses of medical-marihuana-related services provided by the department of treasury.

(e) \$500,000.00 to be allocated to the department for expenditures of the department for licensing substance use disorder programs.

(f) An amount equal to 5% of the sum of the amounts provided for under subdivisions (a) to (d) to be allocated to the department of health and human services for substance-abuse-related expenditures including, but not limited to, substance use disorder prevention, education, and treatment programs.

(g) Expenses related to the standardized field sobriety tests administered in enforcing the Michigan vehicle code, 1949 PA 300, MCL 257.1 to 257.923.

(h) An amount sufficient to provide for the administrative costs of the Michigan commission on law enforcement standards.

(2) The regulatory assessment is in addition to the application fee described in section 401, the tax described in section 601, and any local licensing fees.

(3) The regulatory assessment shall be collected annually from licensed growers, processors, provisioning centers, and secure transporters. The regulatory assessment for a class A grower license shall not exceed \$10,000.00.

(4) Beginning in the first year marijuana facilities are authorized to operate in this state, and annually thereafter, the department, in consultation with the board, shall establish the total regulatory assessment at an amount that is estimated to be sufficient to cover the actual costs and support the expenditures listed in subsection (1).

(5) On or before the date the licensee begins operating and annually thereafter, each grower, processor, provisioning center, and secure transporter shall pay to the state treasurer an amount determined by the department to reasonably reflect the licensee's share of the total regulatory assessment established under subsection (4).

Sec. 604. (1) The marijuana regulatory fund is created in the state treasury.

(2) The application fee collected under section 401 and the regulatory assessment collected under section 603 shall be deposited in the marijuana regulatory fund. The state treasurer shall direct the investment of the fund. The state treasurer shall credit to the fund interest and earnings from fund investments.

(3) Money in the marijuana regulatory fund at the close of the fiscal year shall remain in the fund and shall not lapse to the general fund.

(4) The department shall be the administrator of the marijuana regulatory fund for auditing purposes.

(5) Except as provided in section 603(1)(d) and (e), the department shall expend money from the marijuana regulatory fund, upon appropriation, only for implementing, administering, and enforcing this act.

Sec. 605. The department may use any money appropriated to it from the marijuana registry fund created in section 6 of the Michigan medical marijuana act, 2008 IL 1, MCL 333.26426, for the purpose of funding the operations of the department and the board in the initial implementation and subsequent administration and enforcement of this act.

PART 7. REPORTS

Sec. 701. By 30 days after the end of each state fiscal year, each licensee shall transmit to the board and to the municipality financial statements of the licensee's total operations. The financial statements shall be reviewed by a certified public accountant in a manner and form prescribed by the board. The certified public accountant must be licensed in this state under article 7 of the occupational code, 1980 PA 299, MCL 339.720 to 339.736. The compensation for the certified public accountant shall be paid directly by the licensee to the certified public accountant.

Sec. 702. The board shall submit with the annual report to the governor under section 302(k) and to the chairs of the legislative committees that govern issues related to marijuana facilities a report covering the previous year. The report shall include an account of the board actions, its financial position, results of operation under this act, and any recommendations for legislation that the board considers advisable.

PART 8. MARIHUANA ADVISORY PANEL

Sec. 801. (1) The marijuana advisory panel is created within the department.

(2) The marijuana advisory panel shall consist of 17 members, including the director of state police or his or her designee, the director of this state's department of health and human services or his or her designee, the director of the department of licensing and regulatory affairs or his or her designee, the attorney general or his or her designee, the director of the department of agriculture and rural development or his or her designee, and the following members appointed by the governor:

(a) One registered medical marijuana patient or medical marijuana primary caregiver.

(b) One representative of growers.

(c) One representative of processors.

(d) One representative of provisioning centers.

(e) One representative of safety compliance facilities.

(f) One representative of townships.

(g) One representative of cities and villages.

(h) One representative of counties.

(i) One representative of sheriffs.

(j) One representative of local police.

(k) One physician licensed under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838.

(l) One representative of a secure transporter.

"SHOP WITH A HERO "

This year's "Shop with a Hero" is going to be in collaboration with **Meijer Store**. Meijer has agreed to generously donate enough funds to allow the children of Swartz Creek Schools to shop with a Police Officer or Firefighter on **December 13th 2016 at 6:30 pm** at the Swartz Creek Meijer store.

This Year we will have approximately **27 kids** that will be able to shop with a hero on December 13th. They will get their assigned Emergency personal and get a chance to sit down and enjoy dinner with a local hero. Because of the generosity of **Little Caesar's** and **Hungry Howie's** donating pizza to the program. They will get a chance to help their family and themselves for Christmas. Each student will get a **\$100.00 gift card**.

This year we are going to also give away approx. **6 gift baskets** to 6 more family other than the shop with the hero group.

Local students and families are selected by the Swartz Creek School staff based on good behavior, and a need around the holidays.

Meijer has generously donated wrapping paper and items to have our wonderful role models from the Swartz Creek "Peers Who Care" program wrap the gift before the students leave for the evening.

This will be our 3rd annual Swartz Creek Meijer "Shop with Hero" program. The Swartz Creek Police Department looks forward to working with Meijer, and appreciates their generosity and support of our community projects.

Respectfully,


Officer Kenneth Szmansky



09-22-2016

KEN SZMANSKY
SWARTZ CREEK POLICE DEPARTMENT
8100 A CIVIC DRIVE
SWARTZ CREEK, MI 48473

Dear KEN:

Thank you for your recent donation request. We are pleased to inform you that we are making a donation of a \$1000.00 Meijer Gift Card to SWARTZ CREEK POLICE DEPARTMENT. You may select the merchandise of your choice at any one of our stores.

Please present the enclosed gift card to the cashier in lieu of cash.

We wish your organization continued success and hope you will make Meijer your store of choice.

Sincerely,

MEIJER

Deputy Chief Cloinger

Lt. Bade,

This years "BIKE GIVEAWAY" looks to be one to remember . The Swartz Creek Police department has received several bikes throughout the year from the generosity of the community and found property brought in the police department. Bikes were evaluated and the ones that were considered to be reusable and fixable were sent over to Assenmacher's for repairs.

There will be approx.. 15 bikes donated from citizens and police storage.

These bike will be reconditioned .Some parts will be used from two bike to make one. These bike are the bikes turned over to Assenmacher's for repairs and for parts.

The Swartz Creek Police Department was **awarded \$1,000 by Meijer's** store. This grant allowed for the **purchase of approximately 14 bikes** by gift card generously donated by Meijer store. This year the program will giveaway approximately 32 bikes. 30 Helmets and locked generously donated by Flint Walmart

The "Bike Giveaway Program" will be held on December 15th 2016 at 5:00 pm at the Swartz Creek Police Department.

These children are chosen from the Swartz Creek Schools Staff. They are students that are great role models among the schools they attend. They could use a generously donated bike around the holidays.

Thank you to the Swartz Creek **Meijer Store , Flint Walmart Store** and all the local citizens that donated the bikes and to **Assenmacher's** once again for generously donating the time and supplies to repair the bikes that need repairing.

Repectfully,



Officer Kenneth Szmansky

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
December 7, 2016

Meeting called to order at 6:00 p.m. by Rae Lynn Hicks at the Paul D. Bueche Municipal Building.

Members Present: James Barclay, Larry Cummings, Connie Eskew, Rick Henry, Rae Lynn Hicks, Joe Perreault, & Dennis Reno

Members Absent: Ryan Bueche & Vacant

Staff Present: Adam Zettel & Tom Svrcek

Others Present: Steve Shumaker

SELECTION OF SECRETARY: Connie Eskew volunteered to be the committee secretary. There were no objections, nominations, or other volunteers. She was placed into the office by default.

APPROVAL OF AGENDA: Motion by Henry to approve the agenda as amended to include Park Repair under new business, supported by Perreault. Motion carried.

APPROVAL OF MINUTES: Motion by Henry, to approve minutes of October 10, 2016, supported by Perreault. Motion carried.

MEETING OPEN TO THE PUBLIC: No comments.

COMMUNICATIONS TO THE BOARD:

- A. October 10, 2016 Minutes
- B. Staff Letter
- C. Current Park Rules
- D. Reservation Calendar

REPORTS:

- A. DPW REPORT: Mr. Svrcek indicated that the parks were closed for the season, save for the sledding hill. The light and pond are good to go at this location. He also indicated that post work would commence this winter for the parking areas, but there is little left in the Winshall Park maintenance budget.

OLD BUSINESS:

- A. Fundraising: The efforts for the tot lot have generated about \$7,000 so far. Mr. Johns is working on the creating of holiday ask letters. However, he has some personal issues to deal with which are requiring his time and may result in assignment of his agreement or withdrawal of his services. Mr. Perreault indicated that a trivia night at Hometown Days could be a good fundraiser. Mr. Barclay offered ideas for fundraising that included taping school principles to poles at an indoor venue, as well as a 0.5K in downtown. Tom mentioned the bubble ball

concept as a potential fundraiser. Rae Lynn encouraged those members to pursue their ideas and report findings in January.

- B. 2017 Projects and Maintenance: Mr. Barclay indicated that the art guild is willing to paint some of the equipment (swings and lady bug) from the Winshall tot lot. This would happen March 3-5. Tom will work with these volunteers to provide the equipment and paint. Dennis and Rick will work to line up pumpkins and a venue for the 2017 sale, which is expected to be one week long. Feather and Fin may be an option, depending on what is happening to the Sunoco site.
- C. Holiday Decorating: A residential decorating winner is desired for three different geographies in the city. Joe and Larry are working on the downtown district. Rick and Dennis are working the east district, and Pat and Rae Lynn are working the Village district. Connie is going to seek out the winners from 2014 so they are known to still be ineligible. Once selected, choices are to be sent to Rae Lynn for photos.

NEW BUSINESS:

- A. Park Reservation Rules: Discussion ensued regarding how pavilions, fields, and larger areas are reserved. Fee waivers were also considered. The board consented to add item #7 to section 10 of the rules:

“Reservations for this category can be granted by the city council beginning December 1 of the previous calendar year.”

MEETING OPEN TO THE PUBLIC: No comments.

BOARD MEMBER COMMENTS: No comments.

ADJOURNMENT: Meeting adjourned at 6:55 p.m.

NEXT MEETING: January 4, 2017, 6:00 p.m. at the Paul D. Bueche Municipal Building.

Connie Eskew, Secretary