

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday December 6, 2004 7:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting, November 22, 2004 MOTION Pg. 8, 12-16
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) MOTION Pg. 8, 2-7
 - 6B. November Check Ledger Pg. 17-19
 - 6C. Fran Blair Proclamation (Agenda Item) Pg. 20
 - 6D. Dave Wright Proclamation (Agenda Item) Pg. 21
 - 6E. 2005 Road Projects (Agenda Item) Pg. 22-32
 - 6F. Consumers Energy Contract Addendum (Agenda Item) Pg. 33-40
 - 6G. Water Transmission Bond Notice (Agenda Item) Pg. 41-42
 - 6H. Proposed 2005 GAIN Budget Pg. 43-46
 - 6I. Letter of Thanks, Flushing Pg. 47
 - 6J. Journal Article, Port Huron Water Line Pg. 48-49
 - 6K. MPSC Notice, Consumers Hearing Pg. 50-52
 - 6L. City Manager Contract, Reviews (Agenda Item) Pg. 53-69
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. 32 Years Service, Fran Blair Retirement PROC. Pg. 21
 - 8B. 35 Year Service Award Recognition, Dave Wright PROC. Pg. 22
 - 8C. ZBA Alternate Appointment RESO. Pg. 9, 2
 - 8D. ZBA Alternate Appointment RESO. Pg. 9, 2
 - 8E. Consumer's Contract Addendum RESO. Pg. 9, 33-40
 - 8F. Water Debt Commitment RESO. Pg. 9, 41-42
 - 8G. 2005 Major Street Traffic Projects DISC. Pg. 22-32
 - 8H. City Manager Contract RESO. Pg. 10, 53-69
 - 8I. Approve Vacation Compensation RESO. Pg. 10, 53-69
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:**

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday December 6, 2004 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 03-December-2004

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **BOARDS & COMMISSIONS** (*Resolutions*)

As you recall from the last meeting, we still have two Z.B.A. alternate positions to fill. I have a taker for one of the two positions, Mr. Kenneth Keyes of Greenleaf Drive. As you recall, Mr. Keyes was recently appointed to the Parks & Rec Board. He and his wife have expressed an interest to become involved in the community and have volunteered for the position. A second suggestion is Jim Florence. As you know, Jim is active in a variety of community service organizations and takes an active interest in City government. As of writing I have not had been able to contact him on the position. In the interest of keeping matters moving, I've set the appointment for a resolution tonight and I'll have a definitive acceptance for tonight's meeting.

✓ **CHARTER REVISION, PERSONNEL POLICIES & PROCEDURES** (*Status*)

I'm getting some prices for the cost of a complete codification of our ordinances. I should have something within the next couple of meetings. The personnel policy committee has begun meeting. We should have a good draft for review in about 4-6 weeks.

✓ **WATER, SEWER, TAP & FEE INCREASES,** (*Status*)

I'll be back at the next meeting for a sewer rate increase. I'm still trying to separate out the building and water tap fee increases and may not have this for the next meeting. On the water rate increases that we are receiving from the County, I would prefer that we wait a quarter or two to see the actual effect on our bulk water purchases before we pass along any increase.

✓ **AUDIT** (*Status*)

The fiscal audit schedule is:

August 30th:	Audit
October 15th:	Complete Audit
December 13th:	Audit Report

The exit interviews took place on December 2nd. Mr. Ross will be present to make the final report to the Council at the December 13th Meeting. As a preview, here are some "C" grades we are going to get:

- Lack of segregation of duties for the City Clerk and Water-Sewer Utilities Clerk.
 In a perfect world, two or more people should be involved in all transactions. In other words, the utilities clerk should not take payments for water and sewer at the counter. In our world, we do not always have the labor resources to accomplish this. There are times, albeit limited, where the utility billing clerk has to sit for short periods of time on the front counter. We are aware of the risk, but

we work to minimize it. Our auditor, as they have for some years now, is obligated to report it.

- Accounts receivable. We are guilty here. There are a lot of people that owe us money and we do not have a good software system to track and invoice it regularly. We bill it on a hand written paper invoice and then, periodically check it for “accumulation”. There is no cross-reference and nothing computerized to properly verify either the invoicing of the collections. A good example of this is the site plan process for the Marathon property. This was a difficult project with lots of review from our planner and engineer. The end result was consultant cost accumulation that normally would have to be paid before a Certificate of Occupancy would be issued. The problem came when the developer won project approval, and then disappeared leaving us holding an \$8,000 bill. If we had the proper receivables software, we would have been invoicing this monthly, or in advance, and would have been able to catch it and stop any further reviews until all costs were paid. We are currently studying the problem and I will be back in about a month or six weeks to talk about an entire new accounting package that will take care of all our financial, tax, assessing, payroll, billing, receivables, utilities, personal property tax, and assets accounting.
- Timely property tax collection distributions. Guilty. We have ten days after the collection of *any* tax monies, to distribute them to the proper taxing authorities. We’ve held them, sometimes for a month, before forwarding them. Although none of our taxing authorities have complained, we will work on this.
- Delinquent personal property taxes. Guilty. We have a fair amount of money in uncollected personal property taxes from, I’m guessing, 30-50 businesses. A lot of the businesses have long since gone, but still owe us the money. After DeAnna started with us, she began a quest to clean these up as they were jumbled and mixed up going back 10 or more years. She was able to establish an accurate accounting of them and discharge the older ones in Circuit Court, in accordance with law. The majority of the ones we have are now since about 1998, to date. The problem is in collecting them. It becomes very cost prohibitive, in that we have the choice of seizing property and auctioning it, or padlocking the business. Seizing property puts us in the position of holding it, accounting for it, then auctioning it for a multitude of businesses for pennies on the dollar. Padlocking a business simply sets the stage to put a struggling business further in a hole, or out of business, but in no means guarantees payment. We’ve resorted to the “threaten” method, in that we send “nasty grams” which is partially successful. We have received no complaints from any of our taxing authorities for uncollected personal property taxes. By far, the biggest recipient is the school district and if they did complain. I would certainly take a look at a more aggressive effort, provided they would share the collection costs on a pro-rata basis. At any rate, at this point, I don’t recommend any more aggressive methods of collection other than our diligence in pursuing the reminders, as they are cost prohibitive.

✓ **D.D.A. (Status)**

We have a waiting period that extends through the end of December. We have not received any requests, as of yet, for opt outs. We may have to hold a special meeting on this subject in the week between Christmas and New Years in order to make the assessment date of December 31st. I’ll keep you posted.

✓ **PHASE II, WESTERN TRUNK SEWER EXTENSION (Status)**

The offer on the table remains the same as per our discussion from previous meetings. We continue to hammer out language in the contract and as of now, are pretty close.

TABLE A: CITY PARTICIPATION IN W.T.E. PHASE II SEWER

Improvement	City Cost	City Revenue	Comment
Eliminate Miller Lift Station	\$360,882	\$6,000 / Yr. (\$150,000 / 25 Years.)	Revenue Is Realized Savings Of Operating Expense, Excluding Labor, Per Year (Times 25 Years, Life of Debt Retirement)
Eliminate Morrish Lift Station	\$360,882	\$6,000 / Yr (\$150,000 / 25 Years)	Revenue Is Realized Savings Of Operating Expense, Excluding Labor, Per Year (Times 25 Years, Life of Debt Retirement)
Additional Capacity	---	---	WWS Estimates: 4,000 Total REU
Future Estimated Maximum Theoretical Capacity Needs	---	\$1,200,000	800 New Units @ \$1,500 Tap Fee (Conservative Est. Future New Sewer Taps To System, City-Wide)
Miller Road Watermain	---	\$88,236	W.W.S. Estimate of Watermain Value
Brown Road Property	---	\$65,500	2002 Cook-Prey & Hanson Land Value Appraisal and 50k Water Rights
TOTAL:	\$721,764	\$1,653,736	Assumes No Interest, If Financed
TOTAL (LESS WATER):	\$721,764	\$1,500,000	Reflects Sewer Amounts Only

(This table reflects all revenues-expenses combined. Funds received from the sale of water assets cannot be used for debt retirement in the sewer fund. They must be returned to the water fund. Additionally, a conservative guess of 800 new Citywide REU's at a tap fee of \$1,500 each was used).

TABLE B: APPROXIMATE OPERATIONAL EXPENSES

Item	Cost per Year	25 Yr. Cost	Comment
Miller Lift Station	\$6,000	\$150,000	Electricity, Phone, Repairs, Etc.
Morrish Lift Station	\$6,000	\$150,000	Electricity, Phone, Repairs, Etc.
TOTAL:	\$12,000	\$300,000	\$17,500 Realized Savings

TABLE C: PAUL'S NON-SCIENTIFIC GUESS AT FUTURE SEWER TAPS

General Location of Vacant – Undeveloped Property	# Of Units
Gateway And Nearby Properties, Woods	400
Morrish & I-69	400
Springbrook East, Miller Elms, Miller & I-69	400
Scattered Various Chunks, Areas Behind Existing Developed Frontage, Etc.	800
Theoretical Total:	2,000

TABLE D: DEBT RETIREMENT AMORTIZATION TOTALS

(Assumes 25 Years @ 4.75%)

Principal	Interest	Total	Yearly Payment
\$500,000	\$355,177	\$855,177	\$34,207.08
\$521,764	\$370,635	\$892,399	\$35,695.92
\$721,764	\$512,707	\$1,234,471	\$49,378.90

As you can see, our participation still remains quite cost effective. I think we're at the end of the line in terms of the best offer on the table. This solution provides us with four access points to the new system and the elimination of two lift stations. The access points are Bristol about half-way between Morrish & Elms, south along Morrish from Bristol Road to I-69, Seymour half-way between I-69 & Miller, and eastbound along

Miller from the west City Limits to the now location of the lift station. This system doesn't do much for the far east end of the City, but I recommend we participate. The interest rates for the debt retirement are speculated to run between 4.25% on a 20-year bond, and 5.25% on a thirty-year bond. You'll notice the calculation tables above split this difference at 4.75% on a 25-year loan.

- ✓ **BEAR CREEK SEWER EXTENSION** (*Status*)
As you recall, Gaines Township has requested to be allowed to use a portion of our sewer system along Morrish Road from the south City Limits to the County Interceptor (Wade Street), to transport up to 51 R.E.U.'s (sewer units) for up to five years. The sewage would be transported via a force main from Bear Creek Subdivision (Morrish south of Hill) to the south City Limit where it would be fed to our Morrish Road collector line to the County's Interceptor. As we've discussed, I see no problem, provided our interests are protected. I'm working on language with Gaines Township and the County and should have something back for review in the near future.
- ✓ **DISSOLUTION OF GAINES-CLAYTON SEWER CONTRACTS** (*Status*)
Related to the WTE Phase II project is the dissolution of the sewer contracts we have with both Clayton and Gaines Township. As you recall, this issue was originally addressed in the WTE draft agreement. The problem is that when we eliminate the contracts, another agreement is needed to cover the other boundary line connections to our system(s) (both water and sewer, Bristol Road, Elms Road, etc). It seems over time, houses built in the townships have connected to our water and sewer systems. To compound the problem, the townships have collected the tap funds, billed the customers, allowed "Y" connections and other poorly engineered arrangements, and we have suffered the maintenance and transmission expenses. This whole mess needs to be resolved. The answer is for all these connections to come onto our billing system as our customers and an agreement reached for some type of calculated re-imburement. As you can see, it'll take some work to unravel. I'm working towards this solution and I'll keep the Council informed on progress.
- ✓ **WINSHALL PARK ARSON RECONSTRUCTION** (*Status*)
Pending completion of construction.
- ✓ **SANITARY CAPACITY, INFILTRATION & INFLOW** (*Status*)
The numbers are in from the second phase of this study. Steve is preparing a report and should be back to the council within a meeting or two to give a report. We have all the data we need for the time being and I have no plans at this time for the collection of additional data. Most likely we'll need to go back and take a look at some other areas for re-distribution in about a year or so.
- ✓ **"HERITAGE PARK" LAND ACQUISITION** (*Status*)
The grant has been filed and is in receipt by the DNR. We are awaiting their decision.
- ✓ **SUMMER FAMILY MOVIES** (*Status*)
Pending a report and recommendation.
- ✓ **2005 MAJOR STREETS TRAFFIC IMPROVEMENTS** (*Discussion*)
 - BRISTOL ROAD T.I.P. PROJECT** (*Status*)
 - MILLER – ELMS SAFETY GRANT** (*Status*)
 - MILLER – WEST KROGER DRIVE TRAFFIC SIGNAL** (*Status*)
 - MILLER – FAIRCHILD TRAFFIC SIGNAL** (*Status*)

Following is a short template of the projected costs for the above listed projects in the 202 Major Street Fund. The Bristol Road T.I.P. Project is actually a summer, 2006 project, however, there is a possibility that we may be able to get it done in summer, 2005:

<i>Project</i>	<i>Total Cost</i>	<i>City Cost</i>
Bristol Road TIP	\$1,191,123	\$238,225
Miller-Elms Safety Grant		
Construction Costs	\$ 404,000	\$204,000
Design Engineering	\$ 19,850	\$ 19,850
Construction Engineering	\$ 45,000	\$ 45,000
Miller, W. Kroger Light		
Construction Costs	\$ 85,000	\$ 0
Design Engineering	\$ 5,500	\$ 0
Miller-Fairchild Light		
Construction Costs	\$ 120,000	\$ 80,000
Design Engineering	\$ 6,800	\$ 6,800
TOTAL	\$1,877,273	\$593,875

On the Miller Elms Safety Project, \$200,000 is grant money that is capped at this amount. Design and construction engineering are not covered. On the west Kroger Drive light, the agreement we entered into with Kroger stipulates their payment for 100% of the cost of this light (a copy of the agreement is attached). Be advised, we have not yet determined if the traffic flow meets the warrants for a light at this corner. On the Miller and Fairchild light, the Burkeshire agreement drives a \$20,000 contribution. Additionally, if, and when the Gateway project is finally approved, they also will have to contribute \$20,000 towards the installation of a light. Here is a quick rundown of the net effect on our 202 Major Street Fund:

Dec 2004, 202 Fund Balance	\$851,962
City Cost, All Proposed Projects	\$593,875
Post Project Fund Balance	\$258,087

The unknown costs on these projects are easement and right of way acquisition, and maybe Consumer's Energy costs. I don't believe that either of these would have significant costs. Also, as a note, the pre project fund balance is a static snapshot, as it exists today. It does not reflect Act 51 revenues that we will receive between now and the summer of 2005, the anticipated project dates. Additionally, budgeted expenses were estimated high and are anticipated to come in less. The post project fund balance of \$258,087 is a conservative estimate, in that it should be considerably higher, if we decide to proceed. I'm not looking for a decision tonight, just feedback, mainly specific to opting for the more expensive traffic signals. As a final note, the actual cost savings to the City, if we opt for the standard lighting, would be about \$70,000.

- ✓ **GENESEE VALLEY ROTARY PROJECT, ELMS PARK PAVILION** (*Status*)
The Club is looking for a February dedication. All is on schedule, excepting the Consumer's Power drop approved several meetings ago. Worse case scenario, we can proceed with completion and the dedication even if Consumers has not completed their work.
- ✓ **CITY WEB SITE / WIRELESS ACCESS, I.T. SERVICES** (*Status*)
Pending

- ✓ **ZONING ORDINANCE REVISION** (*Status*)
Administrative meetings are being held. The matter may be before the Planning Commission in mid-winter.
- ✓ **CITY MANAGER EVALUATION & CONTRACT RENEWAL** (*Resolution*)
I've attached a report and request with tonight's packet.
- ✓ **SR. CENTER ADDITION / MILLAGE REQUEST** (*Status*)
As the Council is aware, the Senior Millage Proposal failed 1,675 (54%) to 1,406 (46%). The next step is to prepare and enter into a lease agreement for the use of the facility. This is more of a housekeeping issue that should have been done a long time ago. Mr. Figura's Office is working on something and I'll have it back for review in the near future.
- ✓ **A.E.D. TRAINING** (*Status*)
The device has been ordered. I will select a day in the middle of the week, towards mid to late January for the training.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **EMPLOYEE RECOGNITION** (*Proclamations*)
We have a couple of Proclamations honoring two of our long-standing employees, at tonight's meeting. The first is for Fran Blair who is retiring at the end of this month after 31½ years of dedicated service. As everyone knows, Fran has been a fixture and is synonymous with the Police Department. She started work with the City in July of 1973. She will be missed. Although not yet ready for any kind of retirement, our second honoree is Dave Wright. Dave celebrates his 35th year of service with the City, having started in October 1969. His knowledge of the City and its infrastructure is irreplaceable. Proclamations for both of these honorable employees are included with tonight's agenda.

Council Questions, Inquiries, Requests and Comments

- *Monthly Hours & Activity Reports, D.P.W.* I'm working on a new paperwork system within this department. We should have something up and running within the next few weeks.
- *Signage, General Property Conditions of Carriage Plaza.* I'm still working on this. I will keep the Council posted on results.
- *F.C.C. Cable T.V. Preempt.* Pending.
- *Park Board Meetings.* Pending a report.
- *City Waste Collection Calendars.* Pending a draft for Council review.
- *G.A.I.N.* Attached with tonight's paperwork is a copy of G.A.I.N.'s 2004-2005 proposed budget. It took a bit of persistence to get this paperwork. It seems that the unit does not keep the best of records. In speaking with Rick, he feels that if our contribution remains at the \$600 range it's worth it to stay in the organization for the benefits we receive. If the cost climbs much beyond this number, than it may be beneficial not to remain a part of the unit.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday December 6, 2004 7:00 P.M.

Motion No. 041206-4A MINUTES, NOVEMBER 22, 2004

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held November 22, 2004, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 041206-5A 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 6, 2004, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 041206-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of December 6, 2004, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 041206-8C

APPOINTMENT, ALTERNATE TO THE ZONING BOARD OF APPEALS (KEYES)

Motion by Councilmember: _____

I Move the Swartz Creek City Council appoint Kenneth Keyes of 5296 Greenleaf Drive, to the Swartz Creek Zoning Board of Appeals, as an alternate member, term balance expiring on June 30th, 2005.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 041206-8D

APPOINTMENT, ALTERNATE TO THE ZONING BOARD OF APPEALS (FLORENCE)

Motion by Councilmember: _____

I Move the Swartz Creek City Council appoint Jim Florence of 4296 Springbrook Drive, to the Swartz Creek Zoning Board of Appeals, as an alternate member, term balance expiring on June 30th, 2005.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 041206-8E

CONSUMERS ENERGY CONTRACT ADDENDUM

Motion by Councilmember: _____

I Move the Swartz Creek City Council authorize Consumers Energy to amend the street lighting service contract between the City of Swartz Creek and Consumers Energy, dated January 1, 1973, and provide for the replacement of a Mercury Vapor light with a High Pressure Sodium light at 8065 Maple Street, in accordance with the specifications as attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 041206-8F

2005 WATER DEBT RETIREMENT COMMITMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has a need to pay to the County of Genesee, the sum of \$ 33,316.11 to meet the bond and principal requirements on all bond obligations for water and sewer facilities in 2005; and

WHEREAS, the City of Swartz Creek has such an obligation for the retirement of a water transmission bond through approximately 2008, and

WHEREAS, there are several means by which the funds can be secured to meet this payment; and

WHEREAS, all various means of securing these funds have been reviewed and considered;

NOW, THEREFORE, BE IT RESOLVED by the City of Swartz Creek that the monies to meet the principal and interest requirements and all bond obligations for water and sewer facilities will be secured from the following funds:

<u>SOURCE OF FUNDS</u>	
Cash on Hand in Water Transmission Debt Fund	\$ 49,422.83
2005 Water Debt Payment for Water Tran Bond	<u>\$ 33,316.11</u>
Remaining Cash Balance	<u>\$ 16,106.72</u>

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 041206-8H CITY MANAGER’S CONTRACT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve an annual salary increase of \$1,000 for the City Manager, effective retroactive from July 1, 2004.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 041206-8I APPROVE VACATION COMPENSATION, CITY MANAGER

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the compensation of 125 hours of accumulated vacation time for the City Manager, to be paid at the regular hourly rate effective on July 1, 2004.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

City of Swartz Creek
COUNCIL MEETING MINUTES
(Meeting of November 22, 2004)

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 11/22/04

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

Invocation and Pledge of Allegiance to the Flag given.

Councilmen Present: Adams (arrived 7:20 pm), Christie, Hurt, Plumb, Porath, Shumaker.

Councilmen Absent: Abrams.

Staff Present: City Manager Bueche, Deputy Clerk Korth, Police Chief Clolinger, and City Attorney Keri Burba.

Others Present: Jill Kirsch, Jim Florence, Ron Schultz, Bud Grimes, Steve Shumaker, Kenneth Keyes, and Evelyn Keyes.

Resolution No. 041122-01

(Carried)

Motion by Councilmember Shumaker,
Second by Councilmember Plumb,

The Swartz Creek City Council excuses the absence of Mayor Abrams due to a scheduled vacation.

YES: Christie, Hurt, Plumb, Porath, Shumaker.

NO: None. Motion declared carried.

Mayor Pro-Tem Christie advised Councilmember Adams was going to be about 10 minutes late. City Manager Bueche requested the business be interrupted upon Mr. Adams' arrival in order to give him the oath of office prior to his voting on any action before Council.

APPROVAL OF PREVIOUS COUNCIL MINUTES:

Resolution No. 041122-02

(Carried)

Motion by Councilmember Porath,
Second by Councilmember Hurt,

The Swartz Creek City Council hereby approves the Minutes of the Regular Council Meeting held November 8, 2004, to be circulated and placed on file.

YES: Christie, Hurt, Plumb, Porath, Shumaker.
NO: None. Motion declared carried.

APPROVAL OF AGENDA:

Resolution No. 041122-03

(Carried)

Motion by Councilmember Shumaker,
Second by Councilmember Hurt,

The Swartz Creek City Council approves the Agenda as presented for the Regular Council Meeting of November 22, 2004, to be circulated and placed on file.

YES: Christie, Hurt, Plumb, Porath, Shumaker.
NO: None. Motion declared carried.

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 041122-04

(Carried)

Motion by Councilmember Plumb,
Second by Councilmember Hurt,

The Swartz Creek City Council approves the City Manager's Report of November 22, 2004, as presented, to be circulated and placed on file.

Discussion took place.

YES: Christie, Hurt, Plumb, Porath, Shumaker.
NO: None. Motion declared carried.

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

MEETING OPENED TO THE PUBLIC:

None.

BUSINESS:

Appointments – Boards; Commissions; Representatives

Resolution No. 041122-05

(Carried)

Motion by Councilmember Hurt,
Second by Councilmember Plumb,

The Swartz Creek City Council concurs with the Mayor's and City Council's appointments as follows:

Mayor's Appointment:

- #041122-8A1** Planning Commission, Administrative Officer: **PAUL BUECHE**
Term Expiring November 7, 2006
- #041122-8A2** Planning Commission, Council Representative: **C. DAVID HURT**
Term Expiring November 7, 2006
- #041122-8A3** Fire Board, Council Representative: **JASON CHRISTIE**
Term Expiring November 7, 2006
- #041122-8A4** Fire Board, Citizen Representative: **A. BOOTS ABRAMS**
Term Expiring November 7, 2006
- #041122-8A5** Fire Board, Citizen Representative: **TIMOTHY VESPER**
Term Expiring November 7, 2006
- #041122-8A6** Metro Alliance, Council Representative: **MICHAEL SHUMAKER**
Term Expiring November 7, 2006
- #041122-8A7** Metro Alliance, Citizen Representative: **RONALD SCHULTZ**
Term Expiring November 7, 2006

Council Appointments:

- #041122-8A8** Small Cities, Delegate & Alternate: **RICHARD ABRAMS**
Terms Expiring November 7, 2006 **JASON CHRISTIE**
- #041122-8A9** FANG, Delegate & Alternate: **DONALD ADAMS**
Terms Expiring November 7, 2006 **JASON CHRISTIE**
- #041122-8A10** WWS, City Representative: **THOMAS SVRCEK**
Term Expiring November 7, 2006
- #041122-8A11** GAIN, Delegate & Alternate: **C. DAVID HURT**
Terms Expiring November 7, 2006 **DAVID PLUMB**
- #041122-8A12** Construction Board of Appeals (3 Positions): **DOUGLAS STEPHENS**
Terms Expiring November 7, 2006 **MICHAEL SHUMAKER**
RONALD SCHULTZ
- #041122-8A13** 911 Consortium: **PAUL BUECHE**
Term Expiring November 7, 2006
- #041122-8A14** Zoning Board of Appeals (5 Positions): **CURT PORATH (Council Rep)**
JAMES PACKER (Exp. 11/06/07)
RONALD SCHULTZ (Exp. 11/06/07)
- #041122-8A15** Parks & Recreation Advisory Board: **KENNETH KEYES**
Term Expiring December 31, 2005
- #041122-8A16** Local Officers Compensation Committee: **MONTE R. MORGAN**
Term Expiring September 30, 2007
- #041122-8A17** Street Administrator, TAC Committee: **THOMAS SVRCEK**
Term Expiring November 7, 2006

Discussion ensued.

YES: Christie, Hurt, Plumb, Porath, Shumaker.
NO: None. Motion declared carried.

City Hall A.E.D. – Purchase and Placement

Resolution No. 041122-06

(Carried)

Motion by Councilmember Porath,
Second by Councilmember Hurt,

The Swartz Creek City Council approves the purchase and placement of Philips Heart Start Model #M5066A Automatic Electronic Defibrillator within the lobby of the City Hall Building; and, further, directs the City Manager to arrange the appropriate training for City Employees, Boards and Commission Members, and Community Service Organizations that use the City Hall Building.

Discussion took place.

YES: Christie, Hurt, Plumb, Porath, Shumaker.
NO: None. Motion declared carried.

Upon the arrival of Councilmember Adams, he was sworn in by Deputy Clerk Korth.

Water, Sewer, Tap & Fee Increases

City Manager Bueche directed Council to the material in their meeting packet relative to suggested building fees for Swartz Creek. He noted the auditors have indicated the General Fund is supporting the building department to a large extent. Mr. Bueche stated this is one area where the City is allowed to collect fees that are consummate to expenses. The City Manager stated he would appreciate Council's review, and please contact him if they have any questions or comments.

Mr. Bueche advised it will be necessary to identify the ordinances that relate to the fees and do addendums, or repeal and rewrite. He noted it is his suggestion that the fees should be reviewed on a periodic basis, perhaps every year or two, and allowed to be set by resolution of Council.

City Manager Bueche stated he believed water and sewer fees should also be reviewed and updated in like manner. He referred to the notice Council received for this meeting regarding County rate increases for water.

Further discussion ensued.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath wished everyone a happy Thanksgiving.

Councilmember Plumb thanked the City Manager for his suggestion to purchase an A.E.D. He congratulated Councilmember Adams on his reappointment. He inquired and was updated by Mr. Bueche regarding the City's web site. Councilmember Plumb also congratulated those

persons reappointed to the various Boards and Commissions, and thanked them for their participation. He also commended Mayor Pro-Tem Christie on his handling of the meeting.

Councilmember Adams apologized for missing the first meeting due to an out-of-town vacation. He also felt the purchase of the A.E.D. was a great idea. Councilmember Adams mentioned a call from Liz Shaw of The Flint Journal inquiring about his thoughts as to his time on Council and ideas for the upcoming four years, and he stated this Council had done some good things for the City and he was happy to be part of it.

Councilmember Hurt noted the budget items mentioned, such as building, zoning, water and sewer tap fees, should not be relying on the General Fund. He felt we should justify a fee for use and update them regularly. He wished everyone a happy Thanksgiving.

Mayor Pro-Tem Christie reminded those present next month's Council meetings would be held on December 6th and the 13th. Mayor Pro-Tem Christie spoke regarding the New Jersey League of Municipalities' convention he attended last week, and was encouraged by its lack of commercialization that he sometimes experienced at the MML conferences. In conclusion, Mayor Pro-Tem Christie expressed pleasure at the opportunity to fulfill Mayor Abrams' role this evening.

ADJOURNMENT:

Resolution No. 041122-07

(Carried)

Motion by Councilmember Hurt,
Second by Councilmember Shumaker,

the meeting be adjourned.

Unanimous voice vote.

The meeting adjourned at 7:52 p.m.

Jason Christie, Mayor Pro-Tem

Deanna Korth, Deputy Clerk

CHECK REGISTER REPORT

NOVEMBER 2004

Check Number	Check Date	Vendor Name	Check Description	Amount
24153	11/1/2004	U. S. POST OFFICE	W/S BILLS NOV 2004	464.53
24154	11/9/2004	67TH DISTRICT COURT	BOND JAMIE LARAE TEEL	100.00
24155	11/9/2004	ABRAMS, RICHARD	SMALL CITIES REIMBURSEMENT	46.51
24156	11/9/2004	ALBIN BUSINESS CENTERS	METER CHARGE 8/1-11/1/04	189.58
24157	11/9/2004	BKR DUPUIS & RYDEN	2004 AUDIT INTERIM BILLING	2,950.00
24158	11/9/2004	BLUE CROSS BLUE SHIELD OF	LINDSTROM DENTAL COVERAGE	23.99
24159	11/9/2004	BLUE CROSS BLUE SHIELD OF	R ADAMS, SHUMAKER, BLOSS MED	1,743.72
24160	11/9/2004	BRADYS BUSINESS SYSTEMS	COPIER MAINT AGREEMENT	30.77
24161	11/9/2004	CHIEF SUPPLY CORPORATION	MK-6 GAS-OC SP FOR DUTY BELTS	215.85
24162	11/9/2004	CITY OF SWARTZ CREEK	W/S BILL 5121 MORRISH	113.75
24163	11/9/2004	CITY OF SWARTZ CREEK	W/S BILL 8083 CIVIC DR	364.46
24164	11/9/2004	CITY OF SWARTZ CREEK	W/S BILL 9085 CIVIC DR	187.46
24165	11/9/2004	CITY OF SWARTZ CREEK	W/S BILL 4125 ELMS ROAD	113.75
24166	11/9/2004	CITY OF SWARTZ CREEK	W/S BILL 8100 CIVIC DR	438.04
24167	11/9/2004	CLARK, MARY JO	TEMP INTERNET FOR ELECTIONS	14.95
24168	11/9/2004	CONSUMERS ENERGY	10/4-11/03/04 8083 CIVIC DR	547.99
24169	11/9/2004	CONSUMERS ENERGY	10/1-11/01/04 5361 WINSHALL	7.00
24170	11/9/2004	CONSUMERS ENERGY	10/4-11/3/04 8095 CIVIC DR	484.21
24171	11/9/2004	CONSUMERS ENERGY	10/1-31/04 TRAFFIC LIGHTS	373.33
24172	11/9/2004	CONSUMERS ENERGY	10/1-11/1/04 5127 MORRISH RD	11.62
24173	11/9/2004	CONSUMERS ENERGY	10/4-11/4/04 8100 CIVIC DR	691.76
24174	11/9/2004	CONSUMERS ENERGY	10/1-31/04 4524 MORRISH RD	20.31
24175	11/9/2004	CONSUMERS ENERGY	10/1-11/01/04 5357 WINSHALL	7.00
24176	11/9/2004	CONSUMERS ENERGY	10/1-11/1/04 8301 CAPPY LN	37.19
24177	11/9/2004	CONSUMERS ENERGY	10/1-31/04 SIRENS	21.00
24178	11/9/2004	CONSUMERS ENERGY	10/1-10/31/04 STREET LIGHTS	6,549.97
24179	11/9/2004	CONSUMERS ENERGY	9/30-11/01/04 8517 MILLER RD	144.16
24180	11/9/2004	CONSUMERS ENERGY	10/1-11/1/04 8499 MILLER RD	7.30
24181	11/9/2004	CREEK AUTO SERVICES	DRIVERS DR WINDOW 03-553	236.55
24182	11/9/2004	ELITE BUSINESS PRODUCTS	PRINTER SUPPLIES	105.35
24183	11/9/2004	FLINT AREA NARCOTICS GROU	2004-2005 DUE FANG	3,017.38
24184	11/9/2004	FLINT JOURNAL	LEGAL NOTICE DDA 10/3/04	193.90
24185	11/9/2004	FLINT WELDING SUPPLY	ACETYLENE	72.64
24186	11/9/2004	FUNDBALANCE, INC.	USER MTG CLARK, AGUILAR,KORTH	60.00
24187	11/9/2004	GILL ROYS HARDWARE	VINYL TUBE	15.31
24188	11/9/2004	GREAT LAKES WASTE SERVICE	OCT WASTE COLLECTION	16,475.24
24189	11/9/2004	INTERNATIONAL CODE COUNCI	MEMBERSHIP DUES O'BRIEN	100.00
24190	11/9/2004	INTOXIMETERS INC	PBT MOUTHPIECES	77.25
24191	11/9/2004	JERRYS COMPLETE YARD SERV	TREE REMOVAL 5351 SEYMOUR	1,085.00
24192	11/9/2004	L E O R T C	LED DISTRIBUTION 2004 2ND HALF	1,520.74
24193	11/9/2004	MARSACK PROPERTY MANAGEM	OCT LAWN MAINT/MOWING	2,180.00
24194	11/9/2004	MCLAREN MEDICAL MANAGEMEN	ROUTINE PHYSICAL SUE COPELAND	68.00
24195	11/9/2004	MEDTRONIC	LIFEPAK 500 BATTERY PAK	262.96
24196	11/9/2004	PRINTING SYSTEMS	QVF VOTER MASTER CARDS #540	41.54
24197	11/9/2004	QUARTERMASTER	KLENCH FASTERNERS/GLOVE POUCH	23.80
24198	11/9/2004	RIEGLE PRESS INC	UNIVERSAL CALENDARS	25.95

Check Number	Check Date	Vendor Name	Check Description	Amount
24199	11/9/2004	ROWE INC	SANITARY SEWER I & I STUDY PHAS	255.00
24200	11/9/2004	ROWE INC	DESIGN ENGINEERING FOR BRISTOL	12,076.25
24201	11/9/2004	ROWE INC	GRANT APPL SERV 9/19-10/16/04	592.75
24202	11/9/2004	SCHAEFER'S OFFICE SOURCE	TOILET PAPER,GARBAGE BAGS	349.35
24203	11/9/2004	SIMEN, FIGURA & PARKER PL	OCT PROF SERVICES	2,678.50
24204	11/9/2004	SOUPAL CLEANERS	OCT 2004 UNIFORM CLEANING	130.25
24205	11/9/2004	STATE OF MI MANAGMNT. SVC	ADJUST INV 7/1-9/30/04 LEIN	68.75
24206	11/9/2004	SUBURBAN AUTO SUPPLY	WELD	4.99
24207	11/9/2004	SUPPLY PRO	BATHROOM SUPPLIES	62.53
24208	11/9/2004	SWARTZ CREEK AREA FIRE DE	FIRE SERVICE 9/2004	2,577.95
24209	11/9/2004	SWARTZ CREEK SCHOOLS	COPY PAPER 10 CASES	192.40
24210	11/9/2004	TERRELL, JAMIE	MILEAGE REIMB	4.50
24211	11/9/2004	U. S. POST OFFICE	ANNUAL RENEWAL PERMIT 1	150.00
24212	11/9/2004	VALLEY PETROLEUM	FUEL 10/31 POLICE	2,293.89
24213	11/9/2004	VERIZON NORTH	1025-11/25/04 635-8109	49.91
24214	11/16/2004	67TH DISTRICT COURT	BOND FOR DANNY KILPATRICK	350.00
24215	11/16/2004	68TH DISTRICT COURT	BOND FOR DANNY KILPATRICK	300.00
24216	11/16/2004	A+ELECRICAL SUPPLY	CLEAR CAND	6.40
24217	11/16/2004	ARROW UNIFORM RENTAL	UNIFORMS,MATS,SUPPLIES,ENVIRON	411.62
24218	11/16/2004	BALDWIN ELECTRIC	RECEPTACLE FOR POLICE DEPT.	187.55
24219	11/16/2004	CITY OF SWARTZ CREEK	REIMB FOR PETTY CASH	72.13
24220	11/16/2004	CONSUMERS ENERGY	10/5-11/04/04 4170 MORRISH RD	43.98
24221	11/16/2004	CONSUMERS ENERGY	10/5-11/4/04 4125 ELMS RD	16.85
24222	11/16/2004	DURAND RENTALS	WINSHALL PK PORT-A-JONS	125.00
24223	11/16/2004	GEN CTY DRAIN COMMISION	MISS DIG MAY-OCT 2004	212.00
24224	11/16/2004	GILL ROYS HARDWARE	BATTERIES	53.61
24225	11/16/2004	INDEPENDENT ADVISOR NEWSP	LEGAL NOTICE DDA 10/3/04	19.35
24226	11/16/2004	JAMES LUMBER COMPANY	2 X 10'S MOVIES IN THE PARK	64.74
24227	11/16/2004	JERRYS COMPLETE YARD SERV	3 TREES REMOVED 534 WORCHESTER	1,445.00
24228	11/16/2004	JIM TUCKER CHRYSLER	REPLACE FULE FILTER 2004 TRUCK	149.20
24229	11/16/2004	MUNICIPAL SUPPLY CO.	SEAL CLAMPS	1,094.82
24230	11/16/2004	ORKIN PEST CONTROL	MONTHLY SVC D-2531862	49.90
24231	11/16/2004	S.L.C. METER SERVICE	METERS	690.00
24232	11/16/2004	SCHAEFER'S OFFICE SOURCE	BOOK ENDS,PENS,PAPER PUNCH	158.93
24233	11/16/2004	SUBURBAN AUTO SUPPLY	WIPER REFILL	6.99
24234	11/16/2004	SVRCEK, THOMAS	SAFETY MEETING MT. PLEASANT	45.00
24235	11/16/2004	SWARTZ CREEK AREA FIRE DE	FIRE SERVICE OCTOBER 2004	2,291.75
24236	11/16/2004	TERRELL, JAMIE	11/8-12/04 MILEAGE REIMB	16.89
24237	11/16/2004	THOMPSON SERVICE	TRUCK REPAIRS #3 93 CHEVY	779.64
24238	11/16/2004	VERIZON NORTH	10/28-11/28/04 HWO-0320-031016	137.41
24239	11/16/2004	VERIZON NORTH	NOV 1-DEC 1 2004 635-4401	123.45
24240	11/19/2004	ALLIE BROTHERS INC	GOLD TIE BANDS (2)	100.64
24241	11/19/2004	AMERICAN AUTOMOBILE COLLI	REMOVE DECALS FROM 00-986	150.00
24242	11/19/2004	ARROW UNIFORM RENTAL	UNIFORMS,MATS,SUPPLIES,ENVIRON	158.17
24243	11/19/2004	BRADYS BUSINESS SYSTEMS	10/8-11/8/04 COPIER MAINT.	20.69
24244	11/19/2004	CHIEF SUPPLY CORPORATION	MK-6 GAS OC SPARY	139.90
24245	11/19/2004	CRYSTAL WATER COMPANY	OCT 04 WATER & MO RENTAL	30.50
24246	11/19/2004	CUMMINGS HARLEY DAVIDSON	REPAIR OF MOTORCYCLE 04-027	8,319.10
24247	11/19/2004	CURBCO SWEEPING	REPAIRS ELMS@MCDONALDS	19,652.80
24248	11/19/2004	DOT FIRST AID AND SAFETY	MISC SUPPLIES FIRST AID KIT	81.82
24249	11/19/2004	GALL'S, INC.	PANCAKE HOLSTER	49.98
24250	11/19/2004	GEN CTY REGISTER OF DEEDS	COPIES OF DEEDS SEPT-OCT 2004	34.00

Check Number	Check Date	Vendor Name	Check Description	Amount
24251	11/19/2004	GENESEE CTY DRAIN COMMISS	ANNUAL FEE COMM PUBLIC WTR SUP	2,097.92
24252	11/19/2004	GENESEE CTY DRAIN COMMISS	WTR CONSUMPTION 7/29-10/29/04	152,464.85
24253	11/19/2004	GENESEE CTY DRAIN COMMISS	COUNTY SWR CHRGS 8/1-10/31/04	129,950.19
24254	11/19/2004	GILL ROYS HARDWARE	PVC PIPE, FLANGE PVC	45.44
24255	11/19/2004	HYDRO DESIGNS	CROSS CONNECTION CONTROL & COM	475.00
24256	11/19/2004	INFINITE SOLUTIONS	UPDATED FUND BALANCE	300.00
24257	11/19/2004	LATURNEAU, BEVERLY	REFUND OF W/S DEPOSIT	150.00
24258	11/19/2004	LETAVIS ENTERPRISES INC.	VEH WASHES OCT 2004	69.00
24259	11/19/2004	LOIS KAY CONTRACTING	FINAL TOPING ELMS PARK TENNIS	22,150.00
24260	11/19/2004	MID STATES BOLT AND SCREW	COTTER PIN, SPRING PIN	5.49
24261	11/19/2004	MUNICIPAL SUPPLY CO.	HYDRANT PUMP REPAIR KIT	111.41
24262	11/19/2004	NCS PEARSON INCORPORATED	TRAFFIC CRASH REPORTS	27.32
24263	11/19/2004	NEXTEL COMMUNICATIONS	OCT 2004 ACCT 468403518	333.94
24264	11/19/2004	OBRIENS GARAGE	LOF VEH 04-405	23.95
24265	11/19/2004	PITNEY BOWES CREDIT CORP.	8/30-11/30/04 QTRLY CHARGE	177.00
24266	11/19/2004	SBC	11/1-30/04 R02-2978-4214	27.56
24267	11/19/2004	SBC	11/1-30/04 R01-8443-014-3	128.40
24268	11/19/2004	SBC PAGING	11/8-12/7/04 810-833-2563	10.97
24269	11/19/2004	SIGNATURE FORD, L-M	2005 FORD CROWN VIC 05-346 POL	20,023.00
24270	11/19/2004	SUBURBAN AUTO SUPPLY	3/8 WRENCH, WD40	50.90
24271	11/19/2004	THOMPSON SERVICE	RADIATOR, ANTI FREEZE 93 CHEVY	355.50
24272	11/19/2004	VERIZON NORTH	11/4-12/04/04 635-4402	107.14
24273	11/19/2004	VERIZON NORTH	11/10-12/10/04 635-4464	441.07
24274	11/19/2004	VERIZON NORTH	NOV 7-DEC 7 2004 635-9204	43.60
24275	11/23/2004	COMCAST BUSINESS	11/15-12/14/04 ACCT 900003341	340.00
24276	11/23/2004	DOT FIRST AID AND SAFETY	REPLENTISH FIRST AID SUPP-DPW	91.70
24277	11/23/2004	FLANDERS, TARA	REFUND FOR WATER	75.00
24278	11/23/2004	GCGC	WIN CLK MTG CLARK,KORTH,AGUILA	60.00
24279	11/23/2004	GCGC	KORTH, CLARK 2005 CLERK DUES	40.00
24280	11/23/2004	INFINITE SOLUTIONS	NOVELL SVR TO LINUX BX,HP SWCH	300.00
24281	11/23/2004	MICHIGAN MUNICIPAL LEAGUE	RENEW CDL DRUG/ALCOH TEST FEE	300.00
24282	11/23/2004	OBRIENS GARAGE	LOF REPLACE BULBS 03-553	88.24
24283	11/23/2004	SVRCEK, THOMAS	MEDICAL REIMB 2004-05 PARTIAL	153.00
24284	11/23/2004	U. S. POST OFFICE	2108 WINTER 2004 TAX BILLS	742.02
24285	11/23/2004	VERIZON NORTH	11/13-12/12/04 810 635-7686	41.41
24286	11/23/2004	VERIZON NORTH	11/13-12/13/04 810-635-4495	41.94
BANK TOTAL				\$432,381.60

PROCLAMATION

CITY OF SWARTZ CREEK

WHEREAS, Frances L. Blair, along with husband John, has been a resident of the City of Swartz Creek since 1969, where together they raised their sons Scott and Stephen; and

WHEREAS, Frances L. Blair began working with the City of Swartz Creek on July 1, 1973, at the City's Police Department, where she spent the whole of her employment; and

WHEREAS, Frances L. Blair during her employment faithfully served the City of Swartz Creek and its residents, under the supervision of Police Chiefs Robert Ayres, Raymond Adams, Paul Bueche, and Rick Clolinger; and

WHEREAS, Frances L. Blair, after over 31 years of exemplary service to her department and this City, has chosen to retire from City employment, which will allow her to devote more time to her roles as daughter, wife, mother and grandmother; and

WHEREAS, the City is privileged that Frances and her family intend to maintain their residence in the City of Swartz Creek, where we hope she will continue to take pleasure in being a part of this community;

NOW, THEREFORE, I, Richard B. Abrams, Mayor of the City of Swartz Creek, do hereby extend sincere thanks to Frances L. Blair for her service to our City and extend to her our very best in the years ahead, and to that end execute and affix the City's seal this 6th day of December, 2004.

Richard B. Abrams
Mayor

PROCLAMATION
CITY OF SWARTZ CREEK

WHEREAS, David L. Wright moved with his parents, Betty and Leo, to the City of Swartz Creek in 1963, graduated from Swartz Creek High School in June 1969, and began his employment with the City of Swartz Creek in October of that same year; and

WHEREAS, David married Jeanne Johnson in 1970, and together they raised their sons Ryan and Scott in the Swartz Creek area, and welcomed a daughter when Ryan married Sue, who on July 11, 2003 presented them with their first grandchild, Allison, who has added new delights to their good life; and

WHEREAS, David L. Wright has performed his job admirably, confirmed over the years by his supervisors attesting to his competence and eagerness to learn, and residents describing him as responsible, polite, and liking to do the job correctly; and

WHEREAS, David has endeavored to become skilled at tasks above and beyond the confines of his job, as evidenced by his acquiring the ability to operate various equipment utilized by his department and receiving S-3 certification from the Michigan Department of Environmental Quality; and

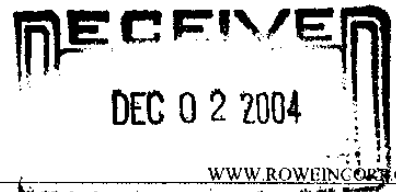
WHEREAS, David recently completed thirty-five years of continuous service as an employee with the City of Swartz Creek in its Department of Public Services, defining the term “public servant” for our City and its residents;

NOW, THEREFORE, I, Richard B. Abrams, Mayor of the City of Swartz Creek, do hereby extend sincere appreciation to David L. Wright for his service to our community, wish him well in his continued employment and beyond, and execute and affix the City’s seal this 6th day of December, 2004.

Richard B. Abrams
Mayor



ROWE INCORPORATED



ENGINEERING • SURVEYING & MAPPING • PLANNING • LANDSCAPE ARCHITECTURE • AERIAL SERVICES

6211 Taylor Dr.
Flint, MI 48507
Phone (810) 341-7500
Fax (810) 341-7573

December 1, 2004

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

RE: *Miller and Elms Road Intersection Safety Project*
Miller and West Kroger Drive Traffic Signal
Miller and Fairchild Traffic Signal
Estimated Design and Construction Costs

Dear Mr. Bueche:

You have requested a summary of preliminary costs to improve the Miller Road corridor from Elms Road to the west Kroger Drive, including a new signal at Kroger Drive. Also, per your request, we are providing a cost estimate for a new traffic signal at the intersection of Miller and Fairchild. The estimated costs and descriptions are as follows:

1. *Miller Road, from Elms to west Kroger Drive* includes widening the road to provide a thru/right turn lane (west bound), milling and resurfacing, safety path along south right of way line, and signal improvements via mast arms.
 - Estimated construction cost: \$404,000
 - Safety grant value: \$200,000
 - Design engineering: \$19,850 (already allocated)
 - Construction engineering: \$45,000
2. *Miller and West Kroger Drive Traffic Signal* includes constructing a new traffic signal via mast arms.
 - Estimated construction cost: \$85,000
 - Design engineering: \$5,500
3. *Miller and Fairchild Traffic Signal* includes constructing a new traffic signal via mast arms.
 - Estimated construction cost: \$120,000
 - Design engineering: \$6,800

— Additional Offices —
LAPEER
MT. PLEASANT

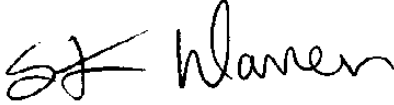
Air-Land Surveys - Flint
A Division of
Rowe Incorporated

22
From Vision to Reality

Mr. Paul Bueche
December 1, 2004
Page 2

The cost for obtaining required easements is not included in the above costs. If you should have any questions or need any additional information, please do not hesitate to contact me at our corporate office at (810) 341-7500.

Very truly yours,
ROWE INCORPORATED

A handwritten signature in black ink, appearing to read "Steve Warren". The signature is written in a cursive, somewhat stylized font.

Steve Warren, P.E.
Project Engineer

O:\294SLW\proposals\swartz creek\Miller road & traffic signal improvements.wpd

Transportation Status Report

Agency **City of Swartz Creek**

Year **2006**

Project	Length	Limits	ProjectDescription	Type	Total Funds	FedFunds	FundType	State Funds	Local Funds	Amend
Bristol Rd	0.4	Elms to Miller	Crush and reshape with 650' reconstruction near Miller and widen Bristol/Miller intersection	I	\$1,191,123.00	\$952,898.00	STPU	\$0.00	\$238,225.00	0
						\$0.00				
						\$0.00				
Project ID 136 MDOT Project #:					Total	\$952,898.00				

- P/E Under Contract
- P/E Amount **\$75,114**
- P/E Completed
- Grade Inspection Completed
- ROW Acquisition Completed
- Obligated By MDOT
- Let for Bid
- Contract Awarded
- Equipment Purchased
- 25 % Construction Completed
- 50 % Construction Completed
- 75 % Construction Completed
- 100 % Construction Completed
- Construction Bid: \$0.00
- Date Complete:
- Final Cost: \$0.00
- Comments: Proposed P/E Under Contract late 2004. Design in 2005. Construction 2006.

COMMENT:

WOULD LIKE CONSIDERATION
TO MOVE BID - AWARD
AND CONSTRUCTION UP -
TO 2005

BALANCE SHEET

City of Swartz Creek

As of: 12/31/2004

Balances

Fund Type: SR Special Revenue

Fund: 202 - Major Street Fund

Assets

001.000	Comml BkOne 230007172646	435,815.78
002.000	Cash in Savings	20,309.65
003.000	Certificates of Deposits	124,123.00
005.000	Investments	271,713.11
Total Assets		851,961.54

Liabilities

202.000	Accounts Payable	14,592.88
257.500	Employer Costs Payable	757.19
Total Liabilities		15,350.07

Reserves/Balances

390.000	Fund Balance	930,899.06
398.000	Change In Fund Balance	-94,287.59
Total Reserves/Balances		836,611.47

Total Liabilities & Balances		851,961.54
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**PLANNED DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SWARTZ CREEK
AND
TOPVALCO, INC.**

THIS AGREEMENT is made this 11th day of February, 2002, by and between the CITY OF SWARTZ CREEK, a Michigan municipal corporation with principal office at 8083 Civic Drive, Swartz Creek, MI 48473 ("City") and TOPVALCO, INC., an Ohio Corporation with principal office at 18334 Park Drive North, Livonia, MI 48151 ("Developer").

WHEREAS, THE Developer has proposed to develop a supermarket, a commercial building and a gas kiosk ("Project") upon certain property within the City located at Miller Road and Elms Road and which is legally described in Exhibit A attached hereto ("Site"); and

WHEREAS, the Site is part of an area for which the City has adopted a Conceptual Site Plan for a Business Planned Development District pursuant to Article VIII of the City's zoning ordinance, which Planned Development District is known as the Miller/Elms Road Business Planned Development District and is described in Exhibit B attached hereto; and

WHEREAS, the Developer has submitted an application for a Final Site Plan for the part of the Business Planned Development District consisting of the Site and the Project, and the said Final Site Plan has been reviewed by the Planning Commission and approved by the City Council; and

WHEREAS, prior to the issuance of a building permit for the Development, section 8.08 of the zoning ordinance of the City requires a written agreement be executed by the City and the Developer setting forth the conditions upon which the PDD Final Site Plan approval was based, including a specific list of any approved deviations from the standards of the zoning ordinance; and

WHEREAS, this agreement is entered into by the City and the Developer in fulfillment of the requirements of section 8.08 of the City zoning ordinance;

NOW, THEREFORE, the City and the Developer, acting by and through their duly authorized representatives, HEREBY AGREE AS FOLLOWS:

1 Definitions.

- a. "Project" means the development of a supermarket, a commercial building and a gas kiosk on the Site as set forth in and as described in the Project Plans.
- b. "Project Plans" means the site plan, surveys, other drawings and any other written or graphic documentation submitted by the Developer to the city and which were the basis for the zoning and other approvals given by the City for the Project and which were approved by the City, together with the conditions upon which any City approval was based. Said plans, surveys, drawings, written or graphic documentation and conditions are attached hereto as Exhibit C.
- c. "Public Improvement" means public streets, alleys, sidewalks and trails, sanitary sewer lines, municipal water lines, storm sewers and drainage facilities, street lighting, public recreational facilities, parkland and all easements and rights of way associated therewith.

2. Rezoning of Site.

The Developer acknowledges that the City has rezoned a larger area of which the Site is a part to Business Planned Development District as an overlay zoning classification, and that the City has rezoned the underlying zoning of the Site from its prior zoning classification of RA-1 One Family Residential District to B-3 General Business District.

3. Approval of Conceptual Site Plan.

The Developer acknowledges that, concurrently with the rezoning of the larger area of which the Site is a part to Business Planned Development District, the City has approved a Conceptual Site Plan for the Miller/Elms Road Business Planned Development District, and that the Site and Development are a part of the Miller/Elms Road Business Planned Development District Conceptual Site Plan.

4. The Project

- a. The Project consists of the following private improvements:
 - 1) a supermarket store;
 - 2) a commercial building of approximately 10,880 square feet to be used for any of the uses permitted within the City's B-3 General Business zoning district;
 - 3) a gas kiosk and associated gasoline islands;
 - 4) a storm water detention facility;
 - 5) parking and loading facilities;
 - 6) landscaping;
 - 7) signage;


- 8) two (2) service roads; and
 - 9) lighting facilities
- b. A more detailed representation of the private improvements is presented in the Project Plans. If constructed, all such private improvements shall be constructed in compliance with the Project Plans, City ordinance, and the other requirements of law.
 - c. The commercial building may be occupied for any use permitted within the City's B-3 General Business zoning district, subject to all conditions for such use provided for in the City's zoning ordinance, including minimum parking requirements.

5. Conditions and Acknowledgments.

Site plan approval for the Project as a part of the Miller/Elms Road Business Planned Development District is subject to the following conditions and acknowledgments:

- a. The Site shall be developed solely in the manner set forth in the approved Final PDD Site Plan dated 11/15/01 and submitted by the Developer to the City as said Plan has been modified by the action of the City of Swartz Creek Planning Commission and the City of Swartz Creek City Council. The Developer shall not engage in, participate in, or assist in any activity to develop the Site in any manner different from or contrary to that described in the approved Final PDD Site Plan.
- b. The Site and the Project, with the modifications approved and/or established by the Planning Commission and the City Council, meet the standards of Section 8.11 of the zoning ordinance of the City of Swartz Creek.
- c. The Final Site Plan for the Site and the Project, as approved with modifications, is deemed to be consistent with the existing Design Guidelines for the Miller/Elms Road Business Planned Development District Conceptual Site Plan, and, except as otherwise provided in the Final Site Plan for the Site and the Project, the Site shall at all times be subject to said Design Guidelines as presently established. Any future changes or additions to the Site and any future Site Plan shall comply with said Design Guidelines as may be in effect at the time of said future change or addition.
- d. As a condition of receiving a driveway permit for access to Miller Road, the Developer agrees to pay for a traffic study for the intersection created by said driveway. The study will be conducted at a time, in the manner, and by such party, the City shall decide.

Las

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- e. At any time the City determines that the intersection created by the driveway providing access to and from Miller Road meets the warrants for a signalized intersection under the Uniform Manual for Traffic Control Devices, the City shall present the Developer with the plans and costs for the design, purchase and installation of a traffic signal at such intersection for the Developer's review. If the costs of such design, purchase and installation are commercially reasonable, the Developer shall pay for 100% of the costs of such design, purchase and installation. Such determination by the City need not be concurrent with the traffic study paid for by the Developer.
- f. If, between the time of execution of this agreement and the time the City decides the intersection created by the driveway providing access to and from Miller Road meets the warrants for a signalized intersection under the Uniform Manual for Traffic Control Devices, another development within the Miller/Elms Road Business Planned Development District, is presented to the City for zoning approval, the City shall, to the extent permitted by law, require, as a condition of such zoning approval, such development to share in the cost of the design, purchase and installation of said traffic signal on a pro-rata basis with the Developer. Cost sharing will be determined based on the ratio of each project's gross square footage of land divided by 2,254,255 square feet.
- g. To the extent permitted by law, the City shall require, as a condition of site plan approval for any project in the Miller/Elms Planned Development District presented to it for zoning approval after the installation of said traffic signal, that the developer of such project reimburse the Developer and any other party providing funds for said traffic signal under subsection f, above, of a proportional share of the cost paid by the Developer or such other party for said traffic signal. Cost sharing will be determined based on the ratio of each project's gross square footage of land divided by 2,254,255 square feet.
- h. The City will use its best efforts to obtain reimbursement of traffic signal construction costs for the Developer; however, it is mutually agreed that under no circumstances will the City be responsible to reimburse the Developer for any cost associated with the design, purchase and installation of the traffic signal, including legal or collection expenses. Specifically, the City's failure or inability to place a reimbursement condition on any site plan approval or the failure of any entity to reimburse the Developer for their proportional share of the signalization expense shall not be cause to seek redress from the City.
- i. The Developer further agrees to cooperate with the City in the placement and construction of the traffic signal as may be required, including a grant of any temporary or permanent easements necessary for its construction.

- j. The Developer shall insure that clear, unfettered vehicular and pedestrian access for the public exists into, from and across all internal drives, roadways and parking areas of the Project in order to connect the Project to other developments in the Miller/Elms Planned Development District. To that end, as a condition precedent to the final approval of the Site Plan for the Project, the Developer shall provide the City with such easements on or over the Site as shall be reasonably necessary for such purposes.
- k. The project may be constructed in two phases. The first phase constructed (Phase 1) shall be the supermarket, related parking and loading facilities, two service roads, storm water detention facility and related landscaping, signage and lighting. Phase 1 may included the gas kiosk. The second phase constructed (Phase 2) will be the commercial building and the gas kiosk if not constructed as part of Phase 1.

6. Approved Deviations From Ordinance Standards.

- a. A 198.4 square foot wall sign is permitted on the south wall of the building and a 212.6 square foot wall sign is permitted on the north wall of the building where wall signs not larger than 125 square feet are allowed.
- b. A wall sign is permitted on the north wall of the building.
- c. Two (2) wall signs are permitted on the south wall of the building.
- d. The supermarket is permitted, at rear of supermarket, to have three (3) loading spaces when four (4) spaces are usually required by the zoning ordinance.
- e. The monument sign to be located along the Miller Road frontage is permitted to have a height of 12 feet when such signs are usually required to have a maximum height of 5 feet.

7. Time for Performance

- a. The Developer shall not commence work on the Project until all approvals of the City and any other governmental or regulatory agency required for completion of the Project have been obtained, and no work on the construction of any structure shall begin until a building permit therefore has been issued; provided, however, that the construction of each phase may, with the permission of the City, which permission will not be unreasonably withheld, proceed in steps using a "fast Track" approach so long as the Developer obtains any necessary permits for each step. For example, the Developer could be permitted to proceed with demolition

And grading of the Site prior to issuance of a building permit for the Project. The Developer shall pay a penalty equal to the amount of the building permit for work on any structure begun prior to issuance of a building permit by the City. This does not preempt the City from taking other appropriate actions in response to this violation of City ordinances.

- b. The Developer shall complete Phase 1 of the Project by June 30, 2003, and Phase 2 by June 30, 2005.

8. Effect and Term of Agreement.

This agreement shall run with land and shall be binding on the Developer and its successors in title. This agreement shall continue in effect for so long as the Site and the Development are in existence or until modified or terminated by the written agreement of the City and the Developer or the Developer's successor in title and interest.

9. Applicable Law.

This agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

10. Enforceability.

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

11. Entire agreement.

This agreement supersedes all contemporaneous or previous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to its subject matter. No verbal statements or prior written materials not specifically incorporated in this agreement have been relied upon by the parties in entering into this agreement.

12. Binding effect.

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.


13. Recording.

A copy of this agreement shall be recorded with the Genesee County Register of Deeds.

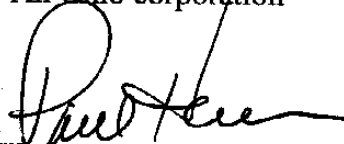
IN WITNESS WHEREOF, THE City and the Developer, acting by and through their duty authorized representatives, have executed this agreement as of the date first written above.

THE CITY OF SWARTZ CREEK
A Michigan municipal corporation

TOPVALCO, INC.
An Ohio corporation



Dennis Allen, Mayor

By: 

By: Paul W. Heldman
Vice President



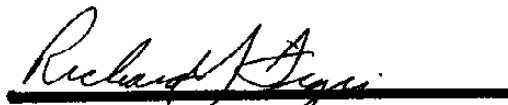
Date 4-8-02



Mary Jo Clark, City Clerk

Date 4-8-02

APPROVED AS TO FORM:



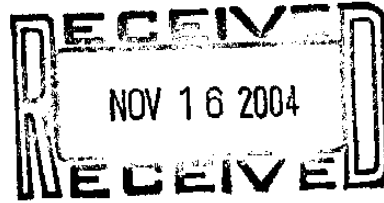
Richard J. Figura
City Attorney

Date 4-8-02

Flint Customer Service Center

3201 East Court St, Flint, MI 48501 • (810) 760-3341 • Facsimile (810) 760-3556

November 12, 2004



City of Swartz Creek
Attn: Clerk's Office
8083 Civic Dr.
Swartz Creek, MI 48473

STREETLIGHTING AUTHORIZATION:

Enclosed for your approval and completion are two copies of the Resolution and Authorization for Change covering routine streetlight maintenance/replacement. This work is done at no charge to you.

Please sign and return one completed copy of the Resolution and Authorization for Change to my attention, so that we can ensure your streetlight billing is correct.

Thank you for your cooperation. If you have any questions, please contact me at 810-760-3341.

A handwritten signature in cursive script that reads "Jamie Weldon".

Jamie Weldon
Administrative Specialist
810-760-3341
Flint

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

Consumers Energy Company is hereby authorized as of the ____ day of _____, _____, by the City of Swartz Creek, to make changes, as listed below, in the streetlighting system(s) covered by the existing Standard Streetlighting Contract between the Company and the City of Swartz Creek, dated January 1, 1973.

- Customer-Owned Streetlight System
 Company-Owned Streetlight System

Number of Luminaires	Nominal Lumen Rating	Light Source	Installation or Removal	Location
1	175	MV	Remove	8065 Maple St.
1	100	HPS	Install	8065 Maple St.

Request Number _____

Work Order Number _____

Except for the changes in the streetlighting system(s) as herein authorized, all provisions of the aforesaid Standard Streetlighting Contract dated January 1, 1973, shall remain in full force and effect.

City of Swartz Creek _____

By: _____
Its Mayor

Clerk

GENERAL SERVICE COMPANY-OWNED STREETLIGHTING RATE L-3

Availability:

Subject to any restrictions, this rate is available to any political subdivision or agency of the State of Michigan having jurisdiction over public streets or roadways, for streetlighting service for any system consisting of one or more luminaires.

Nature of Service:

The Company shall furnish, install and own all equipment comprising the streetlighting system. The Company shall supply the energy, and renew and maintain the entire equipment. In areas where the Company has installed an underground electric distribution system pursuant to the Company's residential underground electric distribution policy as set forth in its Electric Rate Schedule, the streetlighting system shall be served from said underground electric distribution system. In all other areas, the streetlighting system shall normally be served from overhead lines or from underground cables installed at customer's request pursuant to special streetlighting provisions contained in Monthly Rate clause and Facilities Policy.

Facilities Policy:

At the customer's request, the Company shall install new luminaires and associated facilities under this rate, or replace existing luminaires and associated facilities served under this rate with other luminaires and associated facilities for which it has rates available in accordance with the following guidelines:

- A. The installation of all new, standard streetlights shall require a customer contribution of \$100 per luminaire. This policy includes the extension of up to 350 feet of distribution facilities to serve any individual light. Any extension beyond 350 feet shall require a per foot contribution based on the Company's Overhead Extension Policy as specified in Rule B15.1A.
- B. At the customer's request, the Company shall convert its existing incandescent/fluorescent luminaires to the nearest size high-pressure sodium luminaire at no cost to the customer. If light upgrading is also involved, the Company expenditure shall be the sum of three times the additional annual revenue to be derived from the installation plus the average conversion cost of the incandescent/fluorescent luminaire presently served to the nearest size high-pressure sodium luminaire. Any costs in excess of this amount shall be borne by the customer.

Additional annual revenue is the greater of (1) the difference between the annual revenue from the nearest size high-pressure sodium luminaire and the annual revenue from the upgraded light which would be installed or (2) the difference between the annual revenue from the existing light and the annual revenue from the light which would be installed.

- C. Where upgrading of *metal halide*, mercury-vapor or high-pressure sodium streetlights is requested, the customer shall pay the estimated cost of conversion. Where the upgrading results in additional revenues to the Company, the customer shall receive a credit of three times the initial, additional annual revenue to be applied against the estimated cost of conversion. If the cost of conversion is overestimated, the Company shall, upon completion of construction, refund that portion of the contribution resulting from the overestimate.
- D. Where Company-approved nonstandard poles are requested, the customer contribution shall be the difference in installed cost between standard wood poles and the requested pole.
- E. Where Company-approved nonstandard fixtures are requested, a customer contribution shall be required to cover costs in excess of the equivalent Company standard fixture.

(Continued on Sheet No. E-80.00)

Issued October 28, 2002 by
J. G. Russell,
President and Chief Executive Officer, Electric
Jackson, Michigan

Effective for bills rendered on
and after October 4, 2002

Issued under authority of the
Michigan Public Service Commission

GENERAL SERVICE COMPANY-OWNED STREETLIGHTING RATE L-3

(Continued From Sheet No. E-79.00)

Facilities Policy: (Contd)

- F. For streetlight systems installed underground (exclusive of subdivisions where the developer's contribution provided for underground streetlighting), the customer shall be required to contribute the estimated difference in cost between the equivalent standard overhead construction and required underground construction. No contribution shall be required for that footage of streetlighting cable which can be satisfactorily installed in underground conduit furnished by the customer for the Company's use and in accordance with the Company's specification.
- G. For system-wide conversions from one light source to another, the customer may be limited to an annual quota as determined by the Company.
- H. If underground streetlighting cable is requested, except that requested in conjunction with the Company's residential underground electric distribution policy, the customer shall contribute to the Company the difference between the Company's estimated installed costs of the underground streetlighting cable and the Company's estimated installed costs of standard overhead streetlighting conductors.

(Continued on Sheet No. E-80.10)

Issued December 2, 2003 by
J. G. Russell,
President and Chief Executive Officer - Electric,
Jackson, Michigan

Effective for bills rendered on
and after December 2, 2003

Issued under authority of the
Michigan Public Service Commission

GENERAL SERVICE COMPANY-OWNED STREETLIGHTING RATE L-3

(Continued From Sheet No. E-80.00)

Monthly Rate:

The charge per luminaire per month shall be:

Type of Luminaire	Nominal Rating of Lamps (One Lamp per Luminaire) ¹			Rate per Luminaire ³
	Watts	Watts Including Ballast ²	Lumens	
Mercury Vapor ⁴	100	128	3,500	\$ 7.748
Mercury Vapor ⁴	175	209	7,500	9.497
Mercury Vapor ⁴	250	281	10,000	10.746
Mercury Vapor ⁴	400	458	20,000	15.645
Mercury Vapor ⁴	700	770	35,000	20.993
Mercury Vapor ⁴	1,000	1,080	50,000	29.141
High-Pressure Sodium ⁴	70	83	5,000	7.948
High-Pressure Sodium	100	117	8,500	8.797
High-Pressure Sodium	150	171	14,000	10.397
High-Pressure Sodium ⁴	200	247	20,000	13.996
High-Pressure Sodium	250	318	24,000	15.395
High-Pressure Sodium	400	480	45,000	24.293
Fluorescent ⁵	380	470	20,000	12.547
Incandescent ⁶	202	202	2,500	8.498
Incandescent ⁶	405	405	6,000	9.597
Incandescent ⁶	690	690	10,000	14.246
Metal Halide	175	210	10,500	10.397
Metal Halide	250	290	15,500	15.395
Metal Halide	400	460	24,000	24.293

¹Ratings for fluorescent lighting apply to all lamps in one luminaire.

²Watts including ballast used for monthly billing of the *Power Supply Cost Recovery Factor*, Securitization Charges and surcharges.

³Rates apply to existing luminaires only and are not open to new business.

⁴Rates apply to existing luminaires only and are not open to new business except where the Company elects, at the customer's request, to install additional luminaires within an area already served by a mercury vapor streetlighting system.

⁵Rate per Luminaire represents a 26.5% Generation Charge, 0.9% Transmission Charge, 72.1% Distribution Charge and a 0.5% Customer Related Charge.

(Continued on Sheet No. E-81.00)

Issued December 19, 2003 by
 J. G. Russell,
 President and Chief Executive Officer - Electric,
 Jackson, Michigan

Effective January 2004 Billing Month

Issued under authority of the
 Michigan Public Service Commission
 dated October 18, 1983 in Case No. U-7511,
 dated February 11, 1998

GENERAL SERVICE COMPANY-OWNED STREETLIGHTING RATE L-3
 (Continued From Sheet No. E-80.10)

Monthly Rate: (Contd)

For energy conservation purposes, customers may, at their option, elect to have any or all luminaires served under this rate disconnected for a period of six months or more. The charge per luminaire per month, for each disconnected luminaire, shall be 40% of the monthly rate set forth above. However, should any such disconnected luminaire be reconnected at the customer's request after having been disconnected for less than six months, the monthly rate set forth above shall apply to the period of disconnection. An \$8.00 per luminaire disconnect/reconnect charge shall be made at the time of disconnection except that when the estimated disconnect/reconnect cost is significantly higher than \$8.00, the estimated cost per luminaire shall be charged.

Securitization Charges:

\$.001299 per kWh Securitization Charge
 \$.000419 per kWh Securitization Tax Charge

The monthly kilowatt-hours shall be determined by multiplying the capacity requirements in watts of the lamp(s) including ballast(s) times the monthly Burning Hours as defined below divided by 1,000.

General Terms and Surcharges:

This rate is subject to all general terms and conditions shown on Sheet No. E-1.00, and surcharges shown on Sheet No. E-2.00.

Power Supply Cost Recovery (PSCR) Factor:

This rate is subject to the *PSCR Factor* shown on Sheet No. E-3.00. The monthly kilowatt-hours shall be determined by multiplying the capacity requirements in watts of the lamp(s) including ballast(s) times the monthly Burning Hours as defined below divided by 1,000.

Due Date and Late Payment Charge:

The due date of the customer bill shall be 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance, net of taxes, shall be assessed to any bill which is not paid on or before the due date shown thereon.

Burning Hours per Month Based on 4,200 Burning Hours per Year

Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
457.8	382.2	369.6	306.6	264.6	226.8	252.0	298.2	336.0	399.0	432.6	474.6	4,200

(Continued on Sheet No. E-82.00)

Issued December 19, 2003 by
 J. G. Russell,
 President and Chief Executive Officer - Electric,
 Jackson, Michigan

Effective January 2004 Billing Month
 Issued under authority of the
 Michigan Public Service Commission
 dated October 18, 1983 in Case No. U-7511,
 dated February 11, 1998

GENERAL SERVICE COMPANY-OWNED STREETLIGHTING RATE L-3

(Continued From Sheet No. E-81.00)

Special Terms and Conditions:

The Company reserves the right to make special contractual arrangements as to term or duration of contract, termination charges, contribution in aid of construction, annual charges, or other special consideration when the customer requests service, equipment or facilities not normally provided under this rate.

Hours of Lighting:

Streetlights shall be burning at all times when the natural general level of illumination is lower than about 3/4 footcandle. Under normal conditions this is approximately one-half hour after sunset until approximately one-half hour before sunrise.

The Company shall replace or repair, at its own cost, streetlight equipment that is out of service. If for some reason the Company is not able to make such restoration within three working days from the date the outage is first reported to the Company, the Company shall make pro rata deductions in the customer's billing for streetlighting service which will begin three working days after such outages are reported.

Outages caused by factors beyond the Company's reasonable control as provided for in Rules B10.1, Character of Service, and B12., Emergency Electrical Procedures, of the Company's Electric Rate Schedule are not covered by this policy. Such outages would be handled consistent with the particular circumstances and no proration would be made for such outages.

Term and Form of Contract:

All service under this rate shall require a written contract with an initial term of five years or more.

Issued May 14, 1998 by
D. W. Joos,
President and Chief Executive Officer - Electric,
Jackson, Michigan

Effective: May 14, 1998

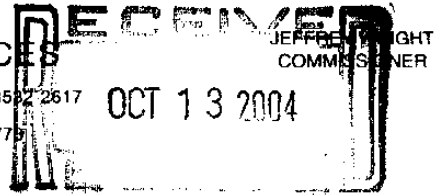
Issued under authority of the
Michigan Public Service Commission
dated March 24, 1981



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

DIVISION OF-
WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48502-2617
PHONE (810) 732-7870 • FAX (810) 732-9777



October 12, 2004

TO: Clerks of Cities, Townships, and Villages

RE: Obligations for Bond Payment During 2004

Ladies and Gentlemen:

In keeping with the Genesee County Board of Commissioner's Resolution No. 72-155, which requires that we report to the Board on the manner in which each of the communities will secure the necessary funds to pay the principal and interest due on the bonds in the Year 2005, we are transmitting herewith two (2) copies of a resolution for consideration by the governing body. This resolution indicates the total payment which will be due on the bond issues for which your municipality is obligated to make payment.

After completing the portion of the resolution indicating where the necessary funds will be secured to meet the total payment, please present it for consideration at the next meeting of the governing body. When the resolution is approved, please return one (1) completed copy by January 1, 2005, to us, and retain one (1) copy for your records.

If you need any additional information from us while considering this resolution, please advise us. Your cooperation in this matter will be greatly appreciated.

Very truly yours,
Carol A. Roy
Carol A. Roy, CPA

CAR:kt

Enclosures

CC: JFO/File
Accounting

RESOLUTION

At a _____ meeting of the Council of the City of Swartz Creek held in the City hall in the said City of Swartz Creek on the _____ day of _____, _____ at _____ o'clock __.m. local time.

Present: _____

Absent: _____

The City Clerk presented the amount of money to be paid by the City of Swartz Creek to meet the principal and interest requirements on all bond obligations for water and sewer facilities during the calendar year. The Council then considered the various means by which they were planning to secure the funds necessary to meet this obligation. The following resolution was offered by _____ and seconded by _____.

WHEREAS, the City of Swartz Creek has a need to pay to the County of Genesee the sum of \$33,316.10 to meet the bond and principal requirements on all bond obligations for water and sewer facilities in; and

WHEREAS, there are several means by which the funds can be secured to meet this payment; and

WHEREAS, all various means of securing these funds have been reviewed and considered.

NOW THEREFORE, BE IT RESOLVED BY THE City of Swartz Creek, that the monies to meet the principal and interest requirements and all bond obligations for water and sewer facilities will be secured from the following funds.

Funds Already Available	\$ _____
Tap-In Fecs to be Collected	\$ _____
Funds from Monthly Rates for Services	\$ _____
General Fund	\$ _____
Ad-Valorem Levy	\$ _____
Other	\$ _____

Grand Total:



GAIN
Genesee County Sheriff Department
AUTO THEFT UNIT
3476 Mundy Avenue
Swartz Creek, Michigan 48473-8810
Lt. Randy Smith
(810) 655-8185 • (810) 655-8352
Fax (810) 655-8058

DATE: 11-24-2004

TO: SWARTZ CREEK PD

ATTN: Chief Clinger

FROM: LT. Randy Smith

RE: Budget

4 # OF PAGES (including this cover sheet)

MICHIGAN AUTOMOBILE THEFT PREVENTION AUTHORITY
PROPOSED BUDGET 2004-2005

	<u>2004</u>	<u>2005</u>
SWORN EMPLOYEES		
SALARIES AND WAGES		
POLICE OFFICERS	313,634	325,589
OVERTIME	14,371	14,546
PREMIUM	1,765	1,836
LONGEVITY	5,917	6,095
FRINGE BENEFITS		
SOCIAL SECURITY	22,669	23,516
MEDICAL INSURANCE	71,249	74,109
OPTICAL INSURANCE	617	642
DENTAL INSURANCE	4,614	4,799
LIFE HEALTH INSURANCE	1,499	1,560
RETIREMENT	37,944	39,393
WORKERS COMP	10,062	10,463
UNEMPLOYMENT	736	852
SICK/ACCIDENT INSURANCE	1,673	1,740
LIFE INSURANCE	870	905
CITY OF FLINT FRINGE BENEFITS	1,362	1,417
DENTAL/OPTICAL	816	848
GUN ALLOWANCE		
CLOTHING ALLOWANCE		
POST-RETIREMENT BENEFITS		
PERSONAL DAYS (IF NOT USED)		
TOTAL SWORN EMPLOYEES	<u>489,788</u>	<u>509,710</u>
OTHER EMPLOYEES		
SALARIES AND WAGES		
SECRETARY	41,212	42,554
LONGEVITY	4,121	4,265
FRINGE BENEFITS		
SOCIAL SECURITY	3,468	3,589
MEDICAL INSURANCE	4,673	4,665
OPTICAL INSURANCE	54	56
DENTAL INSURANCE	852	887
LIFE HEALTH INSURANCE	1,342	1,446
RETIREMENT	4,746	4,912
WORKERS COMP	77	80
UNEMPLOYMENT	453	469
POST-RETIREMENT BENEFITS		
TOTAL OTHER EMPLOYEE	<u>60,998</u>	<u>63,223</u>
VEHICLES USAGE :		
(6) VEHICLES @ \$.29/Mi	36,000	36,000
FIELD OPERATIONS		
CAMERA, FILM & PROCESSING	300	300
INVESTIGATIVE EXPENSE	1,500	1,500
PAGER RENTAL & REPAIR	800	800
MISCELLANEOUS	1,000	1,000
TOTAL FIELD OPERATIONS	<u>3,600</u>	<u>3,600</u>
OFFICE OPERATIONS		
TELEPHONE	3,900	3,900
OFFICE SUPPLIES	1,050	1,050
OFFICE RENT	9,000	9,000
TOTAL OFFICE OPERATIONS	<u>13,950</u>	<u>12,950</u>
GRAND TOTAL	<u><u>604,333</u></u>	<u><u>625,483</u></u>

ATPA GRANT APPLICATION - PAGE 4

2005

16. BUDGET

A. TOTAL COST FOR SWORN EMPLOYEES

(Attach Detailed Listing Of Costs-See Attached Sample Documentation)

\$ 508,710

B. TOTAL COST FOR OTHER EMPLOYEES

(See Attached Sample Documentation)

63,223

C. TOTAL COST FOR VEHICLES

(See Attached Sample Documentation)

36,000

D. TOTAL COST FOR OFFICE OPERATIONS

(See Attached Sample Documentation)

13,950

E. TOTAL COST FOR FIELD OPERATIONS

(See Attached Sample Documentation)

3,600

F. TOTAL COST FOR OTHER EXPENSES

(See Attached Sample Documentation)

TOTAL BUDGET

\$ 625,483

ATPA SHARE 75%

\$ 469,112

*NON-ATPA SHARE 25%

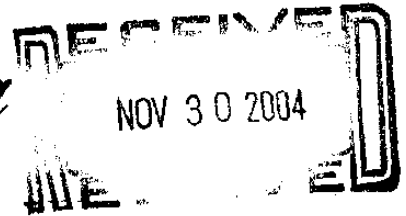
\$ 156,371

*NON-PROFIT AGENCIES DO NOT REQUIRE MATCHING FUNDS

ATPA GRANT APPLICATION - PAGE 4 2004

15. BUDGET	
A. TOTAL COST FOR SWORN EMPLOYEES (Attach Detailed Listing Of Costs--See Attached Sample Documentation)	\$ 489,788
B. TOTAL COST FOR OTHER EMPLOYEES, <i>p</i> (See Attached Sample Documentation)	60,998
C. TOTAL COST FOR VEHICLES (See Attached Sample Documentation)	36,000
D. TOTAL COST FOR OFFICE OPERATIONS (See Attached Sample Documentation)	13,950
E. TOTAL COST FOR FIELD OPERATIONS (See Attached Sample Documentation)	3,600
F. TOTAL COST FOR OTHER EXPENSES (See Attached Sample Documentation)	
TOTAL BUDGET	\$ 604,336
ATPA SHARE 75%	\$ 453,252
*NON-ATPA SHARE 25%	\$ 151,084
*NON-PROFIT AGENCIES DO NOT REQUIRE MATCHING FUNDS	

City of Flushing



FLUSHING, MICHIGAN 48433
PHONE (810) 659-5665
FAX (810) 659-0589

November 29, 2004

Mr. Paul Bueche, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473

RE: Lease – Sanitary Sewer Flow Meters

Dear Mr. Bueche:

On behalf of the Flushing City Council, I would like to extend our sincere appreciation to the City of Swartz Creek for leasing the sanitary sewer flow meters to the City of Flushing for one dollar per meter, per year. As you stated in your letter, if the roles were reversed, the City of Flushing would most assuredly welcome the opportunity to be of assistance to the City of Swartz Creek.

Again, thank you for your generosity, and I will be sure to contact you prior to returning the meters.

On another note, if you require any additional information or assistance relating to your summer movies program, please feel free to contact me at any time.

Respectfully,

A handwritten signature in cursive script that reads "Dennis J. Bow".

Dennis J. Bow
City Manager

DJB/jpb

'Wet gold' whets ideas

Water pipeline plans resurge as new report set for release

GENESEE COUNTY

THE FLINT JOURNAL FIRST EDITION

Monday, November 29, 2004 By Ron Fonger

rfonger@flintjournal.com • 810.766.6317

GENESEE COUNTY - When a new report on building a water pipeline to Lake Huron is released in the next few weeks, there will be more to consider than just the jaw-dropping price tag.

Less attention-grabbing ideas about how to supply public water here in the future will also be in the study by Rowe Inc., said county Drain Commissioner Jeff Wright.

Among them: evaluation of a proposal from the city of Detroit for a long-term contract to sell water directly to the county and a deeper examination of building a pipeline only halfway to the lakeshore, saving Detroit the cost of pumping water all the way here, as it does now.

And about that projected price tag for the county becoming its own water supplier?

"I just don't know yet," Wright said. "I told them I didn't want to know until I know what Detroit's estimates are going to be."

The last firm pipeline estimate was \$270 million in 1998, but that assessment came from patching together several studies conducted years before.

But even staying with Detroit-provided water will be costly. Wright has projected today's water rates could more than double by 2013 if the area remains dependent on Detroit.

Wright continues to hold off from taking a position on building a pipeline, waiting for specifics from the new report, which he says will be the most extensive ever done on the subject.

Officials from Flint and the county have talked off and on for decades about building a pipeline.

But the broad scope of the new report - and Wright's plan to travel to every municipality that buys water from the county to talk about it - means water could be one of the most talked-about subjects here in 2005.

Several members of the county Board of Commissioners support the idea of water independence, although Woodrow Stanley, who takes over as District 2 commissioner next year, was criticized while he was mayor of Flint for preferring to work out a new contract to continue to buy water from Detroit.

All options for water service to Genesee County should be considered, including the idea of the new pipeline to Port Huron,

QUICK FACTS

Water choices

Here are some water options expected to be explored in a new report on the feasibility of building a new water pipeline:

- Becoming a long-term customer of the city of Detroit. The county's contract to buy water from the city of Flint could end as early as 2009. The county has asked Detroit for a long-term proposal to supply it with water.
- Building a new pipeline from Genesee County to Imlay City - about halfway to Lake Huron - and buying water treated by Detroit at a transfer point.
- Purchasing ready-to-drink water from Detroit, but building a pipeline to Lake Huron to get it here from Lake Huron.
- Building a new water pipeline from Flint to Lake Huron as well as a new treatment plant, making the county an independent

Stanley said.

water producer.

"My position is to do what is in the best interest of the Second District initially, and then the Genesee County community," Stanley said.

The consideration of a locally financed and constructed water line was in response to upward spiraling rates from the Detroit system. Stanley said that issue still needs to be addressed, no matter which option for water is chosen.

"There are no spectators in this particular deal - everyone needs water," Stanley said. "This may be one of the most important decisions we make in the next year or two. Either way we go, we need caution and (to) make certain we weigh every single option. We need to keep our powder dry on this one."

County board Chairman Richard E. Hammel said he thinks a pipeline might pay for itself over time.

"I've always been excited about the opportunity to have a new waterline," Hammel said. "I believe we can show that we can save money."

"I believe the time is right to take a look at that."

Wright said he'll support whatever produces "the cheapest, best quality of water for the people."

He said the new study will cost more than \$100,000 when it is completed and includes new contour maps between the county and Lake Huron and aerial photographs along the same path.

The information will help determine if sections of the pipeline are built above or below ground.

Still unclear, Wright said, is the effect of the Water Legacy Act, a proposal from the state of Michigan about Great Lakes water diversion.

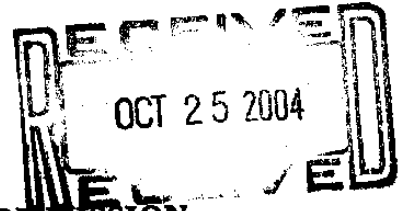
Wright warned earlier this year that new regulations could protect Detroit's water monopoly by making it harder for others to get permits to withdraw water from Lake Huron.

Water pipeline backers got a boost in 2003 when the county paid \$2.73 million for Lake Huron property, including a stretch of shoreline that could be used for a water treatment plant and pumping station.

Journal staff writer James L. Smith contributed to this report.

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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-14274

- Consumers Energy Company plans to use a power supply cost recovery factor of \$0.00737 per kilowatt-hour (kWh), for its industrial and commercial customers for each month in calendar year 2005, if the Michigan Public Service Commission approves its request.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (517) 788-1484 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

DATE: November 9, 2004
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

TIME: 9:00 a.m.

PRESIDING OFFICER: Administrative Law Judge Mark E. Cummins

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. Persons with disabilities, needing help to participate, should call the Commission's Executive Secretary at (517) 241-6160 a week in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the September 30, 2004 request of Consumers Energy Company (Consumers Energy) for authority to implement a power supply cost recovery plan and for authorization of monthly

power supply cost recovery (PSCR) factors, for each month in calendar year January through December 2005, a maximum of \$0.00737 per kWh PSCR factor.

In order to ensure that the application of the proposed 2005 PSCR factor does not violate the PA 141 rate cap, the applied PSCR factor will be capped at \$0.00350 per kWh for residential customers until January 1, 2006. To the extent other non-PSCR rates for capped customers have decreased since June 5, 2000 or decrease during 2005, Consumers Energy will increase the PSCR factor for these customers in an amount equivalent to the decrease, up to the level of the PSCR factor filed for in this proceeding.

The Commission has selected this case for participation in its Paperless Electronic Filings Pilot Program. The Commission recognizes that some residential customers may not have the computer equipment or access to the Internet necessary to submit documents electronically. Therefore, residential customers may submit an original and one paper copies to the: Executive Secretary, Michigan Public Service Commission, 6545 Mercantile Way, P.O. Box 30221, Lansing, Michigan 48909. Otherwise, no paper documents will be required to be filed in this case. Requirements for filing electronic documents are located in the Electronic Filings Users Manual at:

<http://efile.mpsc.cis.state.mi.us/efile/usersmanual.pdf>. You may contact Commission Staff at 517.241.6170 or by e-mail at mpscefilecases@michigan.gov with questions and to obtain access privileges prior to filing.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by November 2, 2004. (Residential customers may file petitions to intervene using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's attorney, John C. Shea, One Energy Plaza, Jackson, Michigan 49201.

A member of the public who wishes to make a statement of position without becoming a

party to the case, may participate by filing an appearance. To file the appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position.

A copy of Consumers Energy's request may be reviewed on the Commission's Web site at <http://efile.mpasc.eis.state.mi.us/efile> and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6170.

A Utility Consumer Representative Fund has been created for the purpose of aiding the representation of residential utility customers in energy proceedings. Further information may be obtained from the Chairperson, Utility Consumer Participation Board, Department of Labor & Economic Growth, P.O. Box 30004, Lansing, Michigan 48909.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.51 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1992 AACSR 460.17101 et seq.

**CONSUMERS ENERGY COMPANY HAS REQUESTED THE
POWER SUPPLY COST RECOVERY FACTORS DESCRIBED
IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE
COMMISSION MAY APPROVE, REJECT OR AMEND THE
FACTORS.**

October 11, 2004
Lansing, Michigan

To: **Honorable Mayor, City Councilmembers**
From: **Paul Bueche, City Manager**
Date: November, 2004

Re: **City Manager Contract, Performance Review**

Honorable Mayor, City Councilmembers,

The City Council has inquired as to my contract and the need for a performance review. Although no decision or suggestion has been made, I offer this report as a guideline of achievements and areas wherein improvements or closer attention could have produced a more desirable outcome.

In no way does this report indicate or suggest that any of these accomplishments were the result of a sole effort. They are all, in fact, the result of a team effort that I oversaw, managed, or in the simplest of cases, occurred on my watch. Due credit belongs in the hands of the Staff, employees, Council, Boards, Commission's and consultants the City employs.

The following list includes highlight snap shots of major or unusual events, changes and achievements occurring since January 2002. It does not include routine business that by far, outnumbers the listed.

1. January 2002: Appointed to office, complete City Hall move, contract closure for new City Hall.
2. February 2002: Negotiate retirement of Treasurer.
3. March, 2002: Finalize contracts for Miller Road resurfacing (Seymour to First Street T.I.P.) & Downtown Enhancement (T.E.A.-21). Negotiate add-on for Miller to Elms & Fortino Drive overlay.
4. April 2002: Re-draw council districts in accordance with decade census.
5. February 2002: Settle Supervisor's Contract. Post, interview, select and recommend hiring of new Treasurer.
6. May, 2002: Select and recommend appointment of Police Chief.
7. May, 2002: Set up time capsule, Miler & Morrish.
8. June 2002: Negotiate Elms Park Gazebo donation from Lions Club.
9. July 2002: Administrate ordinance for summer school tax collection.
10. July 2002: Administrate road projects, Seymour & Hill, Miller between Seymour & Elms, Downtown Enhancement and Fortino Drive. Re-surface City Lot at Miller & Morrish, mill and resurface in front of racetrack.
11. July 2002: Negotiate & Administer Gateway Manor & Fore-Burkeshire Projects.
12. July 2002: Begin Master Plan Process.

13. July 2002: Negotiate ambulance service. DVA departure, STAT arrival.
14. August 2002: Negotiate with Historical Society for donation of cemetery sign.
15. September 2002: First Baptist Church Project, approved
16. December 2002: Set up and implement program for electronic Council packets and file system structure. Bid & Purchase Laptop Computers.
17. December 2002: Design program with City Engineers for comprehensive sanitary sewer study (infiltration & inflow). Recommend appropriation, see study through two phases (results used to drive WTE Phase II).
18. March, 2003: Negotiate approval of Marathon re-development project.
19. April 2003: File for re-zone on Morrish Road Mini-Storage project.
20. April 2003: Negotiate and recommend approval of Phase II, Heritage Village.
21. April 2003: Negotiate, finalize and oversee contract and construction for Elms Bridge replacement.
22. May, 2003: Negotiate PDD and final site plan approval, Springbrook East, Phase I.
23. May, 2003: Application, Critical Bridge Funding for Raubinger Road Bridge.
24. May, 2003: Coordinate Opti-Scan electronic voting program & purchase.
25. June 2003: Negotiate Historical Society Agreement and use of the foyer at City Hall.
26. July 2003: Draft plan for re-development of Old City Hall Property. Negotiate agreement and sell property for re-development back to residential.
27. July 2003: Begin program to re-surface residential streets. Seek design and bid for re-surfacing of Hill Road and Oakview Drive. Oversee construction.
28. July 2003: Seek bid, design and oversee construction for re-paving of City Hall Lot, Library and Sr. Center.
29. July 2003: Seek bid, design and oversee construction for resurfacing Elms Tennis Courts and replacement of fencing. Create plan to downsize and add two basketball courts and extend parking areas.
30. July 2003: Negotiate and Settle Arson Claim for Winshall Park Restrooms and reconstruction.
31. July 2003: Apply and receive C.D.B.G. recaptured funds for continuation of Downtown Enhancement Sidewalk Program. Seek design, bid and oversee construction.
32. August 2003: Create design standards for Winchester Woods Subdivision. Halt infiltration of substandard housing. Begin process to seek a solution to drainage, deteriorating streets, and utility installation in woods.

33. September 2003: Seek final approval for Methodist Church Project.
34. September 2003: Negotiate for the purchase of Fortino Drive land parcel. Seek and obtain approval and transaction.
35. October 2003: Replace fence and other improvements, Cemetery.
36. October 2003: Re-negotiate entire employee benefit packages for cost rollback.
37. November 2003: Complete Master Plan, seek resolution for distribution.
38. December 2003: Plan and administrate design of Cage Fieldhouse. Begin one-year term as secretary to Small Cities Alliance.
39. January 2004: Design Phase II of Infiltration and Inflow Analysis for the City's Sanitary Sewer System.
40. January 2004: Develop plan for fixed assets tracking. Bid and seek approval for inventory.
41. January 2004: Oversee design and planning of Financial Plus Credit Union Project.
42. February 2004: Negotiate for addition to Sr. Center. Develop Language for ballot question.
43. February 2004: Establish police position in FANG, no additional city costs.
44. March, 2004: Establish part time position for planning and marketing of the City, water sewer reforms and improvements and associate rate analysis.
45. March, 2004: Begin Extensive negotiations, planning for WTE Phase II sewer, sale of City water assets.
46. April 2004: Initiate project to hold summer family movies at Fine Arts Theater.
47. April 2004: Initiate, plan, search and find similar City to exchange Mayor's with.
48. April 2004: Submit four major streets to 5-year T.I.P. Awarded Bristol Road from Miller to Elms, including drainage problems. Begin design engineering for project (2006, maybe 2005).
49. May, 2004: Research, plan for new park east of Heritage, west of GM-SPO. Negotiate donations, purchase agreement. Oversee application for DNR and T.I.P. grant funding. Oversee conceptual design of non-motorized trail system linking east and west sides of the City.
50. May, 2004: File for extension of Sprague Drain 0513 after 18-month dispute negotiation.
51. June 2004: Oversee extensive analysis and planning for sewer tap fee increases (debt retirement for WTE Phase II). Justify ordinance for increase.
52. June 2004: Recommend, oversee and develop City Construction and Engineering Standards Manual.
53. July 2004: Re-organize City Administrative Staff.

- 54. July 2004: Review, analyze and recommend the re-institution of the DDA as a method of proactive commercial development and re-development.
- 55. August 2004: Oversee Primary Election, purchase strip of property north of Fortino, west of Morrish (future civic area development, stop commercial development in civic area).
- 56. September 2004: DDA Appointments, finalization of Master Plan, begin work on Zoning Code re-write.
- 57. October 2004: Apply and receive \$200k safety grant for improvements to Miller and Elms sub area. Begin design and engineering.
- 58. October 2004: Initiate analysis of Miller and Fairchild resulting in need for traffic control signal. Begin process to seek more attractive traffic control signals in line with esthetic enhancement.
- 59. November 2004: Oversee General Election.
- 60. November 2004: Draft committee changes to General Council Operating Procedures.

ORDINANCES ENACTED:

- | | |
|---|--|
| 364: Weed Control & Procedure | 372: Amendment, #113, Zoning (PDD) |
| 365: Franchise, Fiber Link | 373: Water Rate Increase |
| 366: Domestic Violence | 374: Amendment, App A, In-Fill Housing |
| 367: Tax Collection, Summer-Schools | 375: Adopt Motor Vehicle Code |
| 368: Building Moratorium | 376: Surface Water & Drainage |
| 369: METRO Telecommunications | 377: Prescription Drugs |
| 370: Littering (Advertisement Deliveries) | 378: Sewer Rate Increase |
| 371: Sign Moratorium | |

LABOR AGREEMENTS & RELATIONS:

Negotiate and settle three labor unit agreements, POLC, AFSCME & Supervisors, inclusive of Benefit Package re-alignment (due to sky-rocketing costs). One grievance, negotiated settlement.

FINANCIAL:

Oversee and prepare annual budgets for FY 02-03, FY 03-04. Oversee Annual Audits for FY 01-02, FY 02-03 and FY 03-04. Re-bid Audit Services in 2003. Posted General Fund revenues in excess of expenses for FY 02-03 and FY 03-04.

IMPROVEMENT AREAS, ERRORS:

It would be ludicrous to say I have not made mistakes. I have made plenty. I have been fortunate in that the mistakes I have made have not had significant impact on our operation,

finances, appearance or the like. Some areas of concern that could be improved are as follows, but certainly not limited to:

1. Gateway Manor, specifically the two houses at the entrance. Although the ordinance allows, and in fact encourages this arrangement, red flags were present when the permits were applied for. I opted to follow the ordinance and in the process, missed the larger picture.
2. Winchester Woods housing in-fill standards and related public health issues. The Winchester Woods Subdivision and its associated problems have been ignored for a long time. The City, and subsequently myself continued to ignore the problems and allow construction to continue. When I finally did act by halting all further construction until such a time as problems were corrected, out of character housing had begun to creep in. Additionally, every lot to which a building permit was issued for construction served only to compound the problem and shift the ultimate cost for correcting the problem to all the taxpayers.
3. Accounts payable position. Problems developed within this office in early 2002. Although increasingly aware of it, six months passed before it was discovered that the position was riddled with fraud and the employee was discharged. I hold myself accountable for the delay and the inefficiency.
4. Timeliness. In many cases, delays occur from the planning to the action on a project. Sometimes these are out of my control, other times, not. As an example, from the time I re-structured the employee benefit package until implementation was about 10 months. Although we certainly saved money, we could have done better if the process was accelerated.
5. City Hall Staff Efficiency. I have made some progress in improving record keeping and other efficiencies at City Hall, however I believe I could have done better. I've known for quite some time that piecemealed software has created a huge work overload resulting in redundancy and inefficiency. Additionally, it has cost us money in recovering fees owed the City. In part, I knew what the problem was, but unsure of making the jump to correct it (reaching over a dollar to save a nickel). I am on a course to correct this and will be back before the council with a solution, after the first of the year.
6. Appearance and "Marketability" of the City and its relation to economic growth. Again, I've approached some of these challenges with a "reach over a dollar to save a nickel" mentality. I am overly cautious on spending and tend to wiggle out of spending. This sometimes creates appearance problems, example being the deterioration of the Elms Park Tennis Court area. I am working on this area.
7. Organization of City employee policies and procedures. This has been an on-going, two-year project that should have been completed a long time ago. When it comes to liability potential, a good set of personnel policies is our first line of defense. They are currently scattered, outdated, not trained to and in many cases, non-existent.

GOALS:

There are two main goals that I would like to achieve over the next year.

1. Efficiency of City Hall services and record keeping. I have made some recent administrative changes and at budget time, will be approaching the Council with an entire software and records package. I think the Council could be better informed with periodic reports, such as water usage, loss, watermain breaks, etc.
2. Aggressive approach to development. I firmly believe that we are at a crossroads in terms of where we are going with future developments, both commercial and residential, and whether the quality developments will locate within the City, or move westward. We are continually probed for cheap commercial and residential developments. My policy is that if developers want to come into the City and build junk, they are going to run into opposition from my office. I've already started this approach. The re-write of the zoning code will give us the teeth we need to drive quality projects. The DDA was dusted off to create a "gateway" from I-69 to the downtown area with a central theme. The non-motorized walkway and park acquisitions and improvements add a touch of flare and tie into the commercial and residential areas. I intend to use the DDA to force the cleanup of blighted properties and weeds growing around these properties (check the DDA ordinance, there's a lot of teeth in it), and to push for the utility companies to cleanup what I think is a tragedy that they've done to the Miller Road right of ways. We have some spot zones that need to be fixed to preserve the integrity of residential neighborhoods. We have purchased some key properties for future use as well as to block undesirable developments (north side of Fortino), and the list goes on.

CONTRACT REQUEST CONSIDERATION:

Financially, the City is doing well. On the horizon though, is the possibility that the state will be back for more money. We have been fortunate in that we have fared well during these tough economic times, due in part to steady growth and uncapped properties.

Here is a template of my current salary:

Current Salary	\$ 53,000
Unused Absent Leave (72 Hrs)	\$ 1,800
Current Longevity Rate (6%)	\$ 3,288
CURRENT GROSS SALARY	\$ 58,088

I ask the Council to give consideration to the following:

1. Contract to remain unchanged and as written, in line with the Supervisor's Agreement.
2. Annual salary increase of \$1,000 effective July 1, 2004
3. Request to be compensated at the July 1, 2004 rate for 125 hours of vacation. For the first year and a half in the position of City Manager, I used little vacation time. As a result of this, I began the 2004-year with 275 hours of vacation time that had accumulated since 2002. In accordance with the Supervisor's Contract, I earn 160 hours of vacation time a year. I currently have 165 hours of vacation time showing and I will earn and be posted another 160 hours on January 1st. The contract allows a carry over of up to 40 hours. I ask the Council to consider payment for 125 hours of vacation. Following is a template of my proposed wages showing an increase of \$1,000, my total proposed salary of \$59,088, and the total figure reflecting the one time vacation payment of \$3,551, totaling \$62,639.

Current Salary	\$ 53,000
Est. Unused Absent Leave (72 Hrs)	\$ 1,800
Current Longevity Rate (6%)	\$ 3,288
July 1, 2004 Salary Increase	\$ 1,000
Sub-Total	\$ 59,088
Compensated, 125 Hrs. Vacation	\$ 3,551
2004 Total:	\$ 62,639
Regular Salary:	\$ 59,088

I'm unsure if the Council wishes to pursue an evaluation process, but I've included two separate resolutions for consideration at tonight's meeting.

Thank you.

PROFESSIONAL SERVICES AGREEMENT

Between the

CITY OF SWARTZ CREEK, MICHIGAN

And

PAUL BUECHE

This agreement is made this 28th day of May, 2002, by and between the City of Swartz Creek, a Michigan municipal corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473, the City, and Paul Bueche, the Manager.

WHEREAS, sections 7.1 and 7.2 of the city charter provides that all administrative powers duties and functions of the City shall be vested in the city manager and that such manager shall be selected by the city council and shall hold office at the pleasure of the city council; and

WHEREAS, Paul Bueche desires to be appointed to and serve in the office of the city manager for the City of Swartz Creek; and

WHEREAS, the City finds that Paul Bueche has the training and ability required by section 7.1 of the city charter necessary to qualify him for the office of city manager; and

WHEREAS, Paul Bueche and the City have come to an agreement as to the specific terms and conditions of the City's appointment of him to the office of city manager and his acceptance of such appointment;

NOW THEREFORE, the City and the Manager hereby agree to the following:

- 1. Appointment.** The City, acting by and through its city council and in reliance on all of the acknowledgments, premises and representations made in his application for this position and in this agreement, hereby appoints Paul Bueche to the office of city manager effective the 28th day of May, 2002.
- 2. Acceptance of Appointment.** By execution of this agreement, the Manager accepts the appointment to the office of city manager subject to all of the terms and

conditions set forth herein.

3. Charter Requirements. The Manager acknowledges that he is familiar with the city charter and that he has reviewed the provisions thereof, particularly those which describe the powers, functions, duties and responsibilities of the city manager, and further acknowledges that he is capable of complying with such charter requirements as to the exercise of such powers, functions and duties and agrees to do so.

4. Salary. Commencing with the effective date of this agreement, the Manager shall receive a salary of Fifty-Three Thousand Dollars (\$53,000) per year. The Manager's performance shall be reviewed by the city council after twelve (12) months from the date of appointment, and annually thereafter. Such review shall be based on an evaluation method determined by the city council after consultation with the Manager.

5. Retirement Benefits. The manager shall continue participation in the M.M.E.R.S. defined benefit plan within the supervisors group, without loss of plan seniority or benefits, as outlined below:

1. Retirement Plan B-4, with attachment of the following Options: F-50 Rider (after 25 years), FAC - three years, with E-1 and E-2 options contracted by the Employer with the Michigan Municipal Employees Retirement System (M.M.E.R.S.), will be in force for the life of this agreement. The M.M.E.R.S. contract shall be kept on file in the City Clerk's office.

2. For the term of this agreement, the Manager's contributions to the retirement plan shall be made at the rate of 4% of gross wages. The remaining contribution required annually by said retirement plan shall be made by the City.

3. In the event the Manager leaves the employ of the City, for any reason, the City agrees to purchase that time between the execution of this agreement and the time to which the manager would complete twenty-five years of continuous service employment (September 3, 2002) with the city, as set forth and defined within the Supervisor's Agreement.

6. Other Benefits. In addition to the salary and retirement benefits set forth above, the City will also provide the Manager with the following benefits:

- a. The City will pay its share of the FICA and Medicare tax, unemployment compensation contribution and workers compensation contribution at a level equal to that required by law.
- b. The City will provide the Manager with a life insurance policy in an amount equal to that provided for all department heads employed by the City.
- c. The City will provide the Manager with medical and hospitalization insurance covering the Manager and his family, at a level equal to that provided for all department heads employed by the City, through either Blue Cross/Blue Shield of Michigan or Blue Care Network, or such other carriers providing comparable coverage as shall be selected by the City from time to time;
- d. The City will provide dental/optical insurance covering the Manager and his family, at a level equal to that provided for all department heads employed by the City.
- e. The City will provide the Manager with retirement medical and hospitalization insurance covering the Manager and his family, at a level equal to that

provided for all department heads employed by the City, through either Blue Cross/Blue Shield of Michigan or Blue Care Network, or such other carriers providing comparable coverage as shall be selected by the City from time to time;

- f. The City will pay the Manager's annual dues for membership in professional organizations, such as the International City Managers Association (the ICMA) and the Michigan City Management association, where such membership is intended to maintain and improve the Manager's performance under this agreement and be beneficial to the City.
- g. The city council will consider a recommendation from the Manager to include in each annual budget appropriation reasonable amounts to be used by the Manager for participation in or attendance at educational programs, conferences and workshops on subjects directly related to the Manager's performance of his job.
- h. The city council will consider a recommendation from the Manager to include in each annual budget appropriation reasonable amounts to be used by the Manager for membership in a service organization required by the City.
- i. In addition to the benefits set forth herein, and except as otherwise provided for herein, the City shall provide the Manager with all other benefits, if any, that apply to department heads or that are contained in official City policies.

7. Sick Days. The Manager will accrue sick days at the same rate and in the same manner as shall be provided from time to time for all department heads employed by the

City.

8. **Disability.** The City will provide the Manager with disability insurance coverage to the same extent and on the same basis as shall be provided from time to time for all department heads employed by the City.
9. **Vacation Days.** The Manager will accrue vacation time at the same rate and in the same manner as shall be provided from time to time for all department heads employed by the City.
10. **Holidays.** The Manager will have the same paid holidays as provided for all department heads employed by the City.
11. **Funeral Leave.** The Manager shall be entitled to funeral leave to the same extent and in the same manner as shall be provided from time to time for all department heads employed by the City.
12. **Jury Duty.** If the Manager shall be summoned to appear for jury duty, he shall be entitled to leave for so many days as he shall be on said duty without any loss of compensation therefore, and none of the time spent on jury duty shall be charged against any other leave time to which the Manager shall be entitled. Any compensation and/or jury fees received by the Manager shall become the property of the City.
13. **Compensatory Time.** The Manager will not be eligible to accrue or receive credit for compensatory time.
14. **Automobile.** The Manager shall receive an automobile allowance in the amount of Two Hundred & Fifty Dollars (\$250) per month.
15. **Discharge.** The Manager acknowledges and understands that the office of the city

manager is one which, pursuant to the city charter, is held at the pleasure of the city council and that the Manager may be discharged at any time for any reason whatsoever. If the Manager is discharged for any reason other than: a) his failure to perform the powers, duties, functions and responsibilities placed upon him by the city charter or by the city council; or b) his commission of any other act which constitutes cause for discharge, including, but not limited to, willful malfeasance, gross negligence or criminal conduct, he shall receive severance pay in the full amount of his then periodic salary together with medical insurance as provided in Paragraph 6(c), above. Such severance pay shall be paid to the Manager in the same periodic installments as the regular City payroll. The City's duty to pay such severance pay and benefits shall continue for a period of ninety (90) days from the date of termination. No other benefits provide for in this agreement shall accrue to or be earned by the Manager during such ninety (90) day period.

Payment by the City of such severance pay and benefits shall constitute liquidated damages for any claims the Manager may have against the City related to such discharge and shall constitute a full and complete release of the City from any liability therefore. The Manager shall execute such a release in a written form approved by the City attorney prior to payment of any portion of such severance pay or benefits. In return for such severance pay, the Manager shall be available to the City at reasonable times and places for consultation on City business matters on which the Manager has knowledge that was acquired during the term of this agreement.

Should this agreement not be renewed by the City, or should it be extended as provided in paragraph 16, below, the severance pay provisions contained herein, including

the designation of same as liquidated damages, shall continue and remain a separate and continuing obligation of the City existing Independent of this agreement if the Manager's employment is later terminated.

16. Termination by Manager; Resignation. The Manager may terminate this agreement at any time by providing the city council with no less than thirty (30) days written notice of his voluntary resignation and termination of this agreement. Upon such termination by the Manager, the manager shall not be entitled to any of the severance pay or benefits described in Paragraph 12, above.

17. Indemnification. The City will defend and indemnify the Manager for liability incurred for administration acts, errors and omissions performed within the scope of his duties under this agreement and the City Charter.

18. Term. This agreement may be amended at any time by mutual written agreement of the parties. This agreement will be renewed automatically from year to year thereafter unless either party requests in writing that it be renegotiated or that it not be renewed. Such request, to be effective, must be received by the non-requesting party at least ninety (90) days prior to the date of automatic renewal.

19. Arbitration. Any dispute, controversy or claim between the Manager and the City regarding the terms and conditions of this agreement or the breach thereof, the Manager's termination from employment including (to the extent permitted by law), but not limited to, claims of discrimination based on race, color, religion, national origin, age, sex, height, weight or marital status, shall be submitted to the American Arbitration Association for resolution pursuant to its rules applicable to such claims and subject to the following

conditions:

- A. Unless otherwise required by a statute of limitations, no lawsuit or action at law may be maintained prior to the completion of the arbitration.
- B. The Manager and the City shall each be responsible for their own costs and attorneys fees unless otherwise ordered by the arbitrator in a final award.

20. Severability. All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

21. Representations. The Manager hereby represents to the City that he is of sound moral character and that he has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that he has not been determined in any legal or other professional proceeding to be responsible for any act of moral turpitude. The City hereby relies on those representations and conditions this agreement thereon. The Manager will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Manager. If, as a result of said background check, the City acquires any information indicating that any such representations by the Manager are untrue, it shall provide such information to the Manager forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Manager made any such representations knowing same to be untrue, it may terminate this agreement forthwith and such termination

may, in the sole discretion of the City, be deemed to be a discharge for cause.

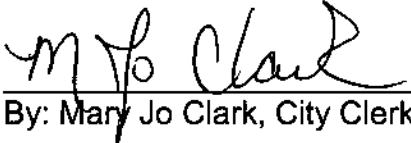
22. Binding effect. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

23. Applicable law. This agreement shall be subject to and all terms and provisions hereof shall be construed in accordance with the law of the State of Michigan.

THE CITY OF SWARTZ CREEK:

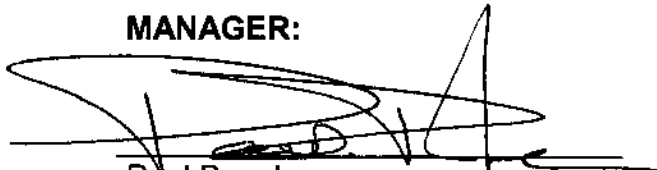


By: Dennis Allen, Mayor



By: Mary Jo Clark, City Clerk

MANAGER:



Paul Bueche

APPROVED AS TO FORM:



Richard J. Figura, City Attorney

Date: May 29, 2002

