

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday February 22, 2010 7:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of February 8, 2010 MOTION Pg. 8,12-46
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8,2-7
 - 6B. Monthly Police Report Pg. 47-57
 - 6C. Monthly Fire Report Pg. 58-78
 - 6D. Planning Commission's Annual Report Pg. 79-81
 - 6E. Morrish North Project, ROW Acquisitions (Agenda Item) Pg. 82-89
 - 6F. MDOT Park & Ride lighting Project (Agenda Item) Pg. 90-108
 - 6G. Park Fee Waiver Requests (Agenda Item) Pg. 109-111
 - 6H. City Manager Contract Renewal, Reviews (Agenda Item) Pg. 112-157
 - 6I. Morrish Road North Project, GCRC Reviews Pg. 158-165
 - 6J. County WWS Storm Water Management Audit Pg. 166-178
 - 6K. NPDES Storm Water Program Proposals Pg. 179-183
 - 6L. County WWS Rate Increase Correction Pg. 184-187
 - 6M. Hazardous Waste Collection Notice Pg. 188
 - 6N. Consumer's Notices Pg. 189-194
 - 6O. Legislative Update, Block Clubs Pg. 195-196
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Morrish Road North Project, Right-of-Way Acquisition RESO. Pg. 9,82-89
 - 8B. MDOT Park & Ride Improvements RESO. Pg. 9,90-108
 - 8C. Park Fee Waiver, Fire Department Association RESO. Pg. 10,109-111
 - 8D. Park Fee Waiver, Cub Scout Pack 122 RESO. Pg. 11,109-111
 - 8E. City Manager Contract, Renew RESO. Pg. 11,112-157
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 February 22, 2010 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 19-February-2010

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

I anticipate great revenue shortages for the next fiscal cycle. We have begun working on the budget early this cycle in order to allow as much time as possible to make decisions. Here is a tentative schedule:

March 8 th :	Discussion, Direction
April 12 th :	Present Draft, Discussion, Set Public Hearing
May 10 th :	Public Hearing, Discussion
Special Meeting:	If Desired By Council
May 24 th :	Adopt Budget
June 14 th :	Truth in Taxation Hearing, Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 28 th :	Buffer Date, If Needed
June 30 th :	Fiscal Year End

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

As you recall, in addition to the bankruptcy in U.S. District Court in New York, GM has filed two petitions with the Michigan Tax Tribunal requesting 80% reductions in taxable values, from \$48.11 million to \$9.62 million and \$1.15 million to \$231,000. GM's MTT appeal exposure, at 80%, shows the City's loss to both real and personal property in General Fund revenues at \$209,037. Loss to the Garbage Fund is \$68,970. The maximum exposure on the loss for all current pending appeals to General Fund revenues is calculated at \$244,371. Total potential loss to the Garbage Fund is \$80,930.

Two companies emerged from out of the bankruptcy, General Motors LLC and Motors Liquidation Company. Assets and holdings set for liquidation were placed into Motors Liquidation Company and holdings intended to remain in business were placed into GM-LLC. GM-SPO was placed into GM-LLC.

We met with General Motor's tax division and the attorneys representing them on Thursday February 4th. The meeting went well in that both sides are interested in resolving the matter through a negotiation process. It was agreed upon that right after the March BOR; the parties would meet for a walk-through of the plant in order to create a starting point for an agreement of assets held by SPO (land area, useable sections of

the plant, exact SF, inspection of personal property, etc.). I don't look for a resolve much before summer. In the meantime, we'll have to pay out tax collections to the various taxing authorities, inclusive of the City. I'll be looking to create an accrual fund for our exposure to set aside the money to pay refunds. I'll keep the Council posted on developments.

- ✓ **WATER SYSTEM & USE ORDINANCE, FEES, RATES & CHARGES** (*Status*)
As a re-cap, there will be a ready to serve charge that is paid all year long for each water and each sewer connection. From here, a user is then charged a commodity use fee. Everyone pays \$35.83 for water and \$33.64 for sewer, for a quarterly total of \$69.47 (\$23.16 total per month). The commodity charge then kicks in by usage. The water system and use ordinance goes into effect on March 15th. Rates have been set by resolution and are in effect now, with the first collection with the May billing.
- ✓ **WWS INTERGOVERNMENTAL JURISDICTION SEWER ORDINANCE** (*Status*)
This remains caught in a back and forth between the City Attorney's office and the County's Attorney. For now, action is on hold pending attempts to resolve differences.
- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)
I had hopes of completing this during the holidays, but got sidetracked on other issues. I'll try and complete it in the near future
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)
As above, I have similar hopes on this project.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
 - ☐ **2011-2014 T.I.P. APPLICATION** (*Status*)
The 2011-2014 TIP schedules are in and we have three projects that are solidly funded and two in the queue. The funded projects are Miller between Elms and Tallmadge, Bristol from Miller 600 feet west (excluding the cuts in front of GM-SPO, and a section of the trail system running from the back of Elms Park to the proposed Heritage Park (along the west lot lines of GM-SPO). The unfunded queue projects are Miller between Tallmadge and Dye, and Miller between Seymour and Elms. We approved a resolution of commitment on January 11th. I'll keep the Council informed.

TABLE #1 2011-2014 TIP, ALL PROJECTS, FUNDED & QUEUE (*shaded*)

Project	Year	Grant	City Match	P.E.	C.E.	Total
Miller Between Elms & Tallmadge	2011	\$338,997	\$85,749	\$28,000	\$45,000	\$497,746
Bristol Road @ GM-SPO	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
Trail, Elms Park to Heritage	2013	\$296,000	\$221,000	\$25,000	\$45,000	\$587,000
Miller Between Tallmadge & Dye	Unfunded	\$951,602	\$237,901	\$76,000	\$120,000	\$1,385,503
Miller Between Seymour & Elms	Unfunded	\$1,635,357	\$408,839	\$100,000	\$160,000	\$2,304,196
City Funded Totals	-	-	\$967,217	\$237,000	\$386,000	\$1,590,217

- ☐ **TRAIL SYSTEM** (*Status*)
Addressed above.

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

As the Council is aware, we split this project into two parts, one being the reconstruction of Morrish between I-69 and the south right-of-way along Bristol (our jurisdiction), and the second part being the intersection of Bristol and Morrish, inclusive of the approach legs going north, east and west (County Road Commission jurisdiction). The \$368k of FHA funds will apply only to our jurisdiction part. We continue to work with the Road Commission to resolve design issues for the Bristol – Morrish Phase II. The Phase I low bid of \$1,108,954 has been awarded to Zito Construction of Flint. The Project is scheduled to begin on June 2nd with completion by mid September. In addition, we need to amend our Development Agreement with Meijer's to reflect changes in the scope of work. The development agreement is now also waiting on the Road Commission. The only other loose end is right of way acquisition. Two small triangles of ROW will be needed with this project, the northeast corner and southwest corner. We are talking with the property owners and at this point, do not anticipate a problem. We may have to offer compensation for the property, but I anticipate that the cost will be minimal. In the interest of keeping this moving, I have a resolution to acquire the two portions (northeast & southwest corners) included with tonight's agenda. On a side comment, attached are the County Road Commission's most recent review letters. This will give the Council a bit of a view of what we have been dealing with. They continue to drag the RC Driveway, to which they have no jurisdiction on, into the process. The small chunk of this project they have, being the intersection, has had more scrutiny than a space shuttle flight. We continue to plug along by returning the submittals within days of receiving the reviews, only to wait 3-6 weeks for another review. I'll keep the Council informed on progress.

MORRISH ROAD SOUTH CONSTRUCTION PROJECT (*Status*)

Pending final reconciliation of construction engineering fees.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

2008 REPAIR ROSTER (*Status*)

The original plans were to repair a block or two, or preserve a handful of streets from deteriorating to complete re-constructs. Given our fiscal issues, I recommend we go no further until we have an all encompassing plan. We are working on a couple of ideas and will be back for some conversation shortly.

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

Phase III was approved at the December 7 Council Meeting. I'll keep the Council informed on progress. As we have discussed, the County has always informed us that as long as we continue to work towards the reduction of infiltration and inflow, the penalties will not be assessed. Our relining and manhole rehabilitation should be much more than adequate to accomplish this. As a note, we have never seen a written plan confirming this or detailing exactly how they intend to manage these fines (i.e., we pay then they grant them back, etc.). I guess we do what we always do... wait and see.

✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** (*Status*)

If you had the pleasure of attending the Senior Center open House, it turned out very nice. If not, feel free to wander through if you get the time.

- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
 We may have an open door. The taxes on this property have been delinquent since 2006. The property is scheduled to go to tax foreclosure next month. If it does, we may be able to purchase it for back taxes (about \$25k). We would be bidding against the bank, if they show. If they do, we may be able to reach some sort of agreement with them to have the building razed. We are working with the Land Bank trying to coordinate efforts, if the property should become available. I'll keep the Council posted.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
 Pending a report back to the Council with recommendation on the structure as well as the house the City owns at Morrish & Fortino.
- ✓ **WWS STORM WATER ORDINANCE** (*Status*)
 The costs here continue to grow, as evidenced by the attached audit report from the County. We are exploring options to do this ourselves and/or pony up with other communities for the work. My concern is that if we continue on, we'll wake up some day neck deep in contracts, commitments and associated costs to the County that we cannot get away from. I have included a couple of proposals to manage this, one from REI and another from Potter Consulting that is requesting to submit a proposal for a preparation cost of \$2,500. I am not looking for any action or discussion tonight. I submit these for information only. I will be back, probably at the next meeting or two, for some conversation.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)
 This agreement needs to be reviewed along with the agreement we have with Woodside Builders on the rental of the house. I met with Mr. Nemer on this and he has asked for a bit more time as he is working on financial concerns he has. He was advised he had 30 days or so.
- ✓ **MDOT PARK & RIDE** (*Resolution*)
 It appears that we may be ready to go with this project. This project has been somewhat backwards from the beginning. As a re-cap, we have entered into an unwritten agreement with MDOT wherein they will pay to have the lighting installed and we will pay the electric bill (202 Major Street Fund). In exchange for this, under a year to year trunk-line agreement, we provide the snow removal and salting in the lot. We also provide the garbage collection and cut the grass. We can recover these costs (except the electric bill), up to \$4,000 per year, upon invoicing MDOT. As indicated, this is year to year... at MDOT discretion. I guess that seeing nothing is written, if MDOT ditches from their commitment in the future, we always have the option to refuse to pay the electric costs. At any rate, the staff recommends going with LED lighting as the cost is significantly lower. MDOT does not require sealed bids here. They are quite fine with the quotes we have submitted. We have a purchasing policy that generally would require sealed bids on this type of purchase as we are the ones actually purchasing. The twist is that MDOT is paying the freight via re-imbusement and I assume that their purchasing threshold is much higher than ours. Article VI Section 2-402 (a)2-2ii of the City's purchasing policy allows deviations under certain circumstances (policy included). I believe this qualifies. If the council desires, we can seek bids, but I recommend we proceed as approved by MDOT so we can get these installed as soon as possible, for safety reasons. The cost summary is:

Low Quote Markee Electric	\$18,155
Consumers Power Drop:	\$ 3,829
Total:	\$21,984

I have a resolution included with tonight's program.

✓ **LABOR CONTRACTS** (*Resolution*)

Included with tonight's agenda is a renewal of my contract. I have taken the liberty to draft a report of high and low points since we last visited this agreement in late 2004. My wages and benefits have been frozen since 2004 and need to remain so base on the city's economic condition. The only changes are non-economic language catch ups with the Supervisor's agreement and the addition of 5 absent days that cannot be redeemed for any compensation. I've included a copy of the 2004 contract with tonight's packet.

✓ **KAREGNONDI WATER AUTHORITY** (*Status*)

We have been requesting financial data (cost and debt retirement models, projection comparisons to DWSD rates, etc.) from WWS on this project. They tell us this data will be released in May.

✓ **REWARDS FOR RECYCLING PROGRAM** (*Status*)

We took a look at our options and right now, it does not seem prudent to continue with this project. As the Council may recall, the cost of this was around \$25k per year. Given that our garbage fund is also sliding backwards (it too is levy supported), we might best sit and wait. Additionally, we will be negotiating a new refuse collection contract in about a year. We may be able to cost this out and get better pricing from whoever gets the bid. If I hear no objects, we'll remove this item from the radar for now.

✓ **GO GREEN GRANT OPPORTUNITY** (*Status*)

Great news... we have been awarded \$50,861 for this project. So the Council is aware of the impact here, the long term savings on this grant are huge. When we chose this project, we did so looking for something we could get repaired that still met the grant's criteria. What we didn't want was to acquire something new that had future maintenance expenses. The HVAC system in the Public Safety Building is more than 25 years old. It has been problematic since its installation and has never worked as it was designed. Additionally, its efficiency has been very poor. Repair bills to keep it operational run between \$1,000 and \$4,000 per year. Savings realized by the replacement grant, eliminating repair bills and a high efficiency modern system will have a profound effect on utility costs for this building. I have some engineering fees involved in the grant preparation and may have additional in meeting the bid package performance. We'll be back for resolutions of acceptance and bid preparation, probably at the next meeting.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **PARK FEE WAIVER, FIRE DEPARTMENT ASSOCIATION** (*Resolution*)

The Fire Department has requested the waiver of fees associated with Elms Park Pavilion #2 on Saturday July 10, 2010 from 9:00 AM until 6:00 PM. The event is the Fire Department Association's annual picnic. A resolution is included for approval.

✓ **PARK FEE WAIVER, CUB SCOUT PACK 122** (*Resolution*)

As above, Mr. Matt Pobocik of 5079 School Street, on behalf of Cub Scout Pack 122, has requested that park fees be waived for the use of Elms Pavilion #2 on Saturday May 22, 2010 between 9:00 AM and 6:00 PM. A resolution is included with tonight's packet.

Council Questions, Inquiries, Requests and Comments

- *Traffic Lights, Bristol-Miller, GM-SPO.* Pending GM decisions, new traffic counts as to warrants, in the spring.
- *Sr. Center Budget, Statement, Building Cost Reconciliation.* Pending obtaining documents.
- *Deteriorated Retaining Walls & Planters at City Buildings.* We have a partial solution. The circular planter and the wall with the building's name at the entry way can be removed and either an in ground planter or concrete poured in place of. The short retaining walls along the north and west side's present additional problems which may be expensive. When the weather breaks, we are going to take a look at the removal of the walls along with the soil. If brick exists all the way to ground level, we may be able to put landscaping back at the ground level, which would correct the problem. If raw blocks are present, other options will have to be looked at.
- *Tabled Garbage Collection Policy.* Resting comfortably... for now.
- *Sign Sweep.* Completed. They have begun to spring back up though.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday February 22, 2010 7:00 P.M.

Resolution No. 100222-4A MINUTES, FEBRUARY 8, 2010

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held February 8, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100222-5A 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 February 22, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100222-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of February 22, 2010, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100222-8A

**MORRISH NORTH STREET PROJECT (MEIJER’S),
RIGHT-OF-WAY ACQUISITION**

Motion by Councilmember: _____

I Move the City of Swartz Creek direct the staff to secure the necessary rights of way for the construction of the Morrish Road North Street Re-Construction Project, as specified in design plans prepared by the City’s Engineer, and further, authorize expenses and compensation associated with the property acquisition, up to an amount not to exceed \$3,000.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100222-8B

MDOT PARK & RIDE IMPROVEMENTS, LIGHTING

Motion by Councilmember: _____

WHEREAS, the Michigan Department of Transportation (MDOT) desires that the park and ride constructed, owned and operated by the State, located at Miller & I-69, is in need of improvements, specifically lighting; and

WHEREAS, the City has negotiated with MDOT trying to achieve better care of the facility in terms of the lighting, lawn care services, snow removal, salting and garbage collection; and

WHEREAS, MDOT has agreed to participate in a cost sharing plan wherein the state will pay for the installation of lighting with the City performing the work, the City will pay for the electrical power, provide lawn care services, snow removal, salting and garbage collection with all costs reimbursed up to \$4,000 per year, excepting Consumers Energy electricity expenses; and

WHEREAS, the City has entered into a State Trunkline Agreement that allows for the recovery of expenses associated with lawn care services, snow removal, salting and garbage collection; and

WHEREAS, the City has secured three purchase and installation quotes for the construction of four 20’ light poles with 10 bar photocell box beam LED lights set in concrete bases, underground electrical and Consumers Energy power drops; and

WHEREAS, the project would normally fall within the city’s Purchasing Policy requiring sealed bids, however, Section 2-402 (a),(2),a,2, of the City’s Purchasing policy that requires competitive sealed bids for purchases that exceed \$5,000, excepting deviations under the following conditions:

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

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

NOW, THEREFORE, I Move the City of Swartz Creek finds that the economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids, and further, approve the purchase, construction and installation of four 20’ light poles with 10 bar photocell box beam LED lights set in concrete bases, underground electrical and the Consumers Energy power drop, from the low submittal of Markee Electric of 2410 Kansas Avenue, Flint, in accordance with the following cost schedule, expenses to be re-imbursed by MDOT, pursuant to Transportation Work Authorization #100518:

Markee Electric	\$18,155
Consumers Power Drop:	<u>\$ 3,829</u>
Sub Total:	\$21,984
10% Contingency:	\$ 2,200
TOTAL:	<u>\$24,184</u>

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100222-8C

PARK FEE WAIVER, SWARTZ CREEK FIRE ASSOCIATION

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the use of, and grant a waiver of fees for the use of Elms Road Park Pavilion #2, on Saturday July 10, 2010, from 9:00 AM until 6:00 PM, for the Swartz Creek Area Fire Association’s annual picnic.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100222-8D

PARK FEE WAIVER, CUB SCOUT PACK 122

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the use of, and grant a waiver of fees for the use of Elms Road Park Pavilion #2 on Saturday May 22, 2010 from 9:00 AM and 6:00 PM, for Cub Scout Pack #122.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100222-8E

CITY MANAGER CONTRACT RENEWAL

Motion by Councilmember: _____

I Move the City of Swartz Creek renew the City Manager’s Contract, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City:

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday February 8, 2010 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 02/08/2010

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: Krueger.

Staff Present: City Manager Paul Bueche, Deputy City Clerk Mary Jo Clark, Assistant City Manager Adam Zettel, DPS Director Tom Svrcek.

Others Present: Boots Abrams, Tommy Butler, Sharon Klein, John Gilbert, Bob Plumb.

Resolution No. 100208-01

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby excuse Councilmember Krueger due to illness.

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

APPROVAL OF MINUTES

Resolution No. 100208-02

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby approve the Minutes, as presented, for the Regular Council Meeting, held January 25, 2010, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 100208-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of February 8, 2010 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 100208-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of February 8, 2010, to be circulated and placed on file.

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

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

MEETING OPENED TO THE PUBLIC:

John Gilbert, 7459 Miller, stated that he noticed that people were still nailing signs to the utility poles at the corner of Miller & Elms.

COUNCIL BUSINESS:

Adopt Ordinance #406, Water System and Use

Resolution No. 100208-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek Ordain Ordinance #406, an ordinance to amend Article II of Chapter 19 of the Code of Ordinances of the City of Swartz Creek, to adopt new regulations for the water system and use thereof in the City of Swartz Creek and to repeal all current code provisions inconsistent therewith, a copy of the ordinance as follows:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 406**

AN ORDINANCE TO AMEND ARTICLE II OF CHAPTER 19 OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO ADOPT NEW REGULATIONS FOR WATER IN THE CITY OF SWARTZ CREEK AND TO REPEAL ALL CURRENT CODE PROVISIONS INCONSISTENT THEREWITH.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Repeal of Existing Provisions of Article II of Chapter 19.

The existing provisions of Article II of Chapter 19 of the Code of Ordinances of the City of Swartz Creek are hereby repealed in their entirety.

Section 2. Amendment of Section 19-2 of the Code of Ordinances of the City of Swartz Creek.

Article II of Chapter 19 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to read as follows:

ARTICLE II. WATER

DIVISION 1. GENERALLY

Sec 19-21. Definitions

Abutting shall mean adjacent to or contiguous to or located immediately across any road, street, alley, right-of-way or easement from the relevant watermain.

Additional Facilities or Structures shall mean any additional construction of buildings or real property appurtenances at a specific location that would create or tend to create additional demand for water service.

Apartment shall mean one (1) or more buildings constructed on a single parcel of property where each building contains at least two (2) living units and the property and buildings are owned by a separate entity(s), and marketed for lease or rental.

Applicant shall mean the person, organization or corporation who requests water service be made available at a specific location, applies for the required connection permit, pays the required connection charges and agrees to pay for such service at that location. (Also see "Customer")

Approval shall mean the official grant of permission by, or acceptance of, the County Agency, State of Michigan, or the City of Swartz Creek, by signature of the duly authorized representative(s).

Authorize shall mean to give preliminary, but not final, approval of, or permission for, a specific action.

Backflow shall mean water of questionable quality, wastes, or other contaminants or pollutants entering a potable water system from any source other than its intended source due to a reversal of flow.

Backflow Preventer or Backflow Prevention Device shall mean a mechanical device or piping arrangement which is installed on the customer's side of the water meter to prevent the reverse flow of water from the customer's water facilities into the potable water system.

Back-Pressure shall mean a type of backflow occurring when the customer's facilities are connected or subject to a pressure source in excess of the operating pressure of the potable water system thus

allowing undesirable and questionable quality water, wastes, or other contaminants or pollutants to be pumped back into the potable water system.

Back-Siphonage shall mean water of questionable quality, wastes, or other contaminants or pollutants entering a potable water system from any source other than its intended source caused by a sudden reduction of pressure in the potable water system.

Brokerage shall mean the act of marking-up the established water rate to ones tenants for the purpose of receiving a commission or making a profit.

Building shall mean any structure, either temporary or permanent, having a roof and used or built for the shelter or enclosure of persons, animals, vehicles, goods, merchandise, equipment, materials or property of any kind. This definition shall include, but is not limited to tents, lunch wagons, dining cars, trailers, mobile homes, sheds, garages, barns, car ports, animal kennels, store rooms, or vehicles serving in any way the function of a building described herein.

Building Water Service Line shall mean the pipe from the watermain to the premises served whose purpose is to provide water service to any building or structure, and is also sometimes referred to as "Water Service Line", "Service Line", or "Service Lead".

City shall refer to the City of Swartz Creek, a governmental corporation in the State of Michigan.

City Council shall refer to the legislative body of the City of Swartz Creek.

Combined Fire and Domestic Service Line shall mean a building water service line whose primary purpose is to supply water for general consumption and usage, but which also supplies water for fire protection.

Commercial User shall mean any user whose premises is used to offer services and/or products such as retail and wholesale stores, gasoline stations, car washes, restaurants, schools, churches, hotels, motels, nursing homes, public and private clubs, theaters, governmental buildings and institutions.

Commodity Charge shall mean the wholesale or retail charge per unit volume of water.

Condominium shall mean a development consisting of not less than two (2) living units, which is established in conformance with Act 59 of the Public Acts of Michigan.

Connection Charges shall mean a general term referring to the specific development charges that must be satisfied in order to receive water service. Water connection charges include connection permit fees as established by resolution of the Swartz Creek City Council and Genesee County, and applicable service tap and meter installation fees which cover the cost of tapping the watermain, installing a corporation stop-cock, installing a copper service line from the main to the road right-of-way line, installing a curb stop and box, and setting the meter and remote device.

Connection Permit shall mean the document used as an application for water service and, if authorized by Swartz Creek City and issued by the County, shall serve as the approval for connection to a public water supply system.

Consumer shall mean the person or persons who actually receive and utilize water service at a specific location, but shall not necessarily be the applicant, customer, or property owner.

Contamination shall mean an impairment of the quality of the potable water by wastewater, industrial fluids, or waste liquids, compounds or other materials to a degree, which could create an actual hazard to the public health through poisoning or through the spread of disease.

Corporation Stop shall mean a valve ranging in size up to 2" in diameter inserted in the watermain for connection of the water service line.

County shall mean the Genesee County Drain Commissioner's Office - Division of Water & Waste Services. (Also see "Division")

County Agency shall mean the Genesee County Drain Commissioner.

County Capital Improvement Fee or CCIF shall mean the charge for connection to the County Water System, which is set in the amount of \$1,000.00 for each unit of connection.

County Water System shall mean the water transmission and distribution system operated and maintained by the County through the County Agency consisting of authorized personnel, water source, plants, equipment, works, instrumentalities, lines, properties and appurtenances now or hereafter existing, used or useful in the obtaining of a water supply, its production, treatment, distribution and all other necessary functions.

Cross-Connection shall mean any unprotected connection or structural arrangement of piping or fixtures between a public or a customer's potable water system or any other source or system through which it is possible to introduce into any part of the potable water system any water of questionable quality, wastes, or other contaminants or pollutants.

Curb Stop shall mean the valve which is part of the water service line and is located at or near the road right-of-way line, property line or easement line, and is operated by City personnel or authorized personnel of a municipality responsible for the operation and maintenance of its water system.

Curb Stop Box shall mean an approved cast iron or ductile iron housing, which encloses, protects and provides access to the curb stop.

Customer shall mean the person responsible for payment of all water service used at a specific location, and is further defined as the person who requested that water service be made available at the specific location, applied for the required connection permit, paid the required connection charges and agreed to pay for such service at that location (see Wholesale Customer & Retail Customer).

Customer's Installation shall mean all pipes, shut-offs, valves, fixtures, equipment and appliances of any kind and nature forming a part of an installation for utilizing water service. Customer's installations are located on the customer's side of the point of delivery, whether such installation is owned outright by the customer or is used by the customer under lease or otherwise.

Degree of Hazard shall mean the likelihood of incidence occurring based on the type of connection and hazards present. Degree of hazard shall be classified as "Low", "Medium" or "High".

Detector Check Valve shall mean a single or double check valve equipped with a bypass and meter to detect leakage or unauthorized use of water.

Developer shall mean any person or legal entity engaged in developing or subdividing land for residential, commercial or industrial use.

Development shall mean a subdivision, condominium, apartment complex, mobile or manufactured home park, commercial, office or industrial park or complex, PUD, etc. In addition, development shall refer to any land development project undertaken by a developer for residential, commercial or industrial use as well as the act of improving or developing property for residential, commercial or industrial use.

Director of Public Service or Director shall refer to the Director of Public Service of the City of Swartz Creek or another duly authorized official carrying out the duties of the office of the Director of Public Service.

Division shall mean the Genesee County Drain Commissioner's Office - Division of Water and Waste Services.

Domestic Service Line shall mean a water service line whose primary purpose is to supply water for general consumption and usage. Also see Building Water Service Line.

Dwelling shall mean a living unit, house, mobile or manufactured home, apartment or building used primarily for human habitation. The word dwelling shall not include hotels, motels, tourist courts or other accommodations for transients, nor shall it include dormitories, rooming houses, business or industrial facilities.

(1) *Single Family* shall mean a building containing not more than one (1) living unit on a single lot, or a living unit within a multi-family development where each living unit is constructed on a separate lot. Mobile and manufactured homes are considered single-family dwellings.

(2) *Multiple-family* shall mean a building, which contains two (2) or more living units.

Extension shall refer to new water system facilities constructed from the existing water system to enable the provision of water service and/or fire protection.

Fire Hydrant Assembly shall mean the fire hydrant, auxiliary valve and box, and 6" or larger supply line connecting the fire hydrant to the watermain.

Fire Protection Connection Line shall mean the water service line extending from the public water system to a customer's building and which supplies an automatic sprinkler system or fire suppression system. Point of delivery for fire protection connection lines shall be at the road right-of way line or at the limits of the easement when an easement is granted.

Franchising shall refer to the making or securing of contracts for the delivery of water service through the facilities of the public water supply system to any municipality by anyone other than the City.

Industrial Fluid shall mean a fluid or solution, which may contain chemical, biological or other contaminants or pollutants in a form or concentration that would constitute a health hazard or create an aesthetically undesirable condition if introduced into the potable water system.

Industrial User shall mean any user whose premises is used for manufacturing, or as a processing facility, or that is engaged in producing a product.

Intermediate Transmission Lines shall mean those pipes generally 12" to 16" in diameter, which not only transport water to one or more local service areas, but also provide local service in one or more service areas.

Local Distribution Lines shall mean those pipes generally 6" to 12" in diameter, which serve the abutting properties within a local service area.

Master Meter Pit shall mean the below grade concrete vault or structure which houses an approved compound, turbine or magnetic flow master meter, piping, fittings, by-pass line, valves and related equipment and appurtenances.

Master Metered Customer shall mean a customer or municipality who receives its water through a master meter and is responsible for the operation and maintenance of all water system facilities supplied through the master meter.

Meter or Water Meter shall mean the measuring device installed to accurately measure and register water used by a customer.

Meter and Strainer shall mean the measuring device installed to accurately measure and register water used by a customer and the device that is installed on the water line in advance of the meter whose purpose is to collect any debris that may be coming from the water supply line prior to entering the meter.

Meter Pit shall mean that structure that is used to enclose the meter, meter set and all devices related to the strainer, meter or recording device. The meter pit shall be constructed and installed according to the County's standard details.

Meter Set Plumbing shall mean the fittings, connections, and valves adjacent to the water meter including the inlet valve, outlet valve, and the couplings, nipples and spacers necessary for a complete meter installation, but does not include the meter.

Meter Tampering shall mean when any person shall willfully alter, injure, or knowingly permit injury to any water meter or other measuring and recording apparatus in such a manner as to cause loss or damage or otherwise interfere with its ability to correctly and accurately measure and register water consumption; or to remove or by-pass the water meter or make any connection upstream of the meter for the purpose of using water without the consent of the City such that the consumed water will not be measured and reported for payment.

Mobile Home or Manufactured Home Park shall mean a parcel of property zoned under the provisions of the applicable local zoning regulations whose allowed and recognized use is the business of renting spaces or lots upon which mobile or manufactured homes are placed and occupied as single family dwellings, and shall include any associated and allowed laundry, recreational and common facilities incidental thereto.

Municipality shall mean a local unit of government including cities, townships and villages. This term generally refers to the City of Swartz Creek unless otherwise stated.

Non-Potable shall mean water, which is not safe for human consumption or which is of questionable quality.

Off-Site Facilities shall mean primary transmission lines, intermediate transmission lines or local distribution lines and related facilities which must be constructed in order to connect the on-site facilities of a new development to the nearest point in the public water supply system at which adequate capacity is available to meet the requirements and demands of the development.

On-Site Facilities shall mean watermains, service lines, fire hydrants, and appurtenances installed within a residential, commercial, or industrial development. It includes those facilities in peripheral streets and easements constructed wholly or in part for use by the development.

Person shall mean any individual, firm, partnership, association, society, company, group, public or private corporation, public agency or instrumentality.

Point of Delivery shall mean the location where the customer receives water from the public water supply system. The point of delivery for water service is at the water curb stop and box, which will normally be located at the road right-of-way line or easement line. Point of delivery for master metered customers shall be immediately upstream of the master meter pit.

Pollution shall mean the presence of any foreign substance in water, which tends to degrade its quality, so as to constitute a nuisance or be aesthetically objectionable, but which does not constitute a health hazard.

Potable shall mean water, which according to recognized and established standards is safe and suitable for human consumption.

Premise shall mean each lot, parcel of land, or building having any connection to the water system.

Pressure Relief Valve shall mean a device designed and intended to reduce the force by which water enters the plumbing system of a building, which valve must meet the specifications for design and installation prescribed in Appendix P.

Primary Transmission Lines shall mean those pipes which are generally 20" diameter and larger, whose only function is to transport water to and through one or more local service areas and to which building water service lines are not permitted unless authorized by the Director of the County System.

Private Water System shall mean a non-municipally-owned system of water pipes, valves, fittings and equipment used to distribute water within a specific service area, such as within a manufactured home park.

Property Owner shall mean the person who is shown as the taxpayer of record for a particular premise.

Public Water Supply System shall mean the County Water System and all municipally operated and maintained water systems, which are connected directly or indirectly to the County Water System.

Remote Device shall mean an electronic device usually installed on the exterior of a building and used to obtain meter consumption readings by authorized representatives of the City.

Residential User shall mean any user whose premises is a domicile for single or multiple family use.

Retail Customer shall mean any residential, commercial or industrial user of the City that purchases water from the City and is billed for water service at the rate established by resolution of the City Council.

Secondary Water Supply shall mean any water supply on or available to a premise other than the approved public potable water supply. These secondary waters shall include, but are not limited to, water from another purveyor's potable water system, or any natural source(s) such as wells, springs, rivers, streams, etc. These waters may be polluted or contaminated or they may be objectionable and constitute an unacceptable water source over which the City does not have sanitary control.

Service shall mean the readiness and ability on the part of the City to furnish water to the customer on demand. The maintenance of minimum water pressure of 20 pounds per square inch at the point of delivery shall constitute the rendering of service, irrespective of whether or not the customer makes use thereof. Service shall also mean the act or method of providing or supplying water or making water available for use by the customer.

"Shall" is mandatory, "May" is permissive.

Straight Piping shall mean the act of installing a piece of pipe in the meter set plumbing at the location where the meter would normally set for the purposes of using unmetered water. Straight piping is a form of meter tampering, which results in water theft. Curb box is to be in "off" position until meter is set.

Subdivision shall mean a division of a lot, parcel or tract of land into two (2) or more lots, plots or sites for the purpose of sale, rent, lease, building development or other use.

Tap or Tapping shall mean the drilling and threading of an opening in a watermain for the insertion of a corporation stop-cock.

Tenant or Renter shall mean someone who pays rent to use land or a building that is owned by someone else on the public record.

Used Water shall mean water which has passed through the service point of delivery of the public water supply system and which is no longer under the sanitary control of the purveyor.

Wastewater shall mean the liquid and water carrying industrial or domestic waste from dwellings, commercial buildings, industrial facilities and institutions together with any groundwater, surface water and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the wastewater collection system.

Watermains shall mean primary and intermediate transmission lines and local distribution lines.

Water System or Potable Water System shall be a general term referring to the entire public water utility system that services the needs of the customer, including transmission, distribution and fire protection lines, storage facilities, pumping facilities, meters and metering devices, and all other related appurtenances incidental thereto.

Wholesale Customer shall mean any municipality that purchases water from the County Agency for resale to the retail customers within its jurisdiction, and is billed for water service at the applicable wholesale water rates established by the County Agency. The City of Swartz Creek is a wholesale customer.

Sec. 19-22. General Prohibitions

(a) *Unauthorized Use of Water System Prohibited.* No unauthorized person shall uncover, tap, make any connection to or otherwise use the public water supply system or appurtenances thereof without first obtaining a permit from the City.

(b) *Tampering With or Altering Water System Prohibited.* It shall be unlawful for any person to meddle, tamper with, alter, deface, or make changes to any public water supply system facilities or appurtenances thereof including the building water service line to any premises, or any building plumbing fixtures ahead of the meter, or to interfere in any way with a meter or meter set plumbing.

Should it appear that water has been stolen by way of altering any piping, unauthorized connections, straight piping, meter tampering, or otherwise, the City shall have the right to discontinue service until all defects, alterations, and tampering have been corrected, and appropriate compensation and restitution has been made by the offending person.

When a water meter is found to have been tampered with or unmetered water has been otherwise diverted or used, the customer shall be billed at the current commodity rate for the estimated unauthorized volume as determined by the City. The consumption shall be estimated on the basis of previous consumption records or any other appropriate basis at the discretion of the City in accordance with generally accepted utility practices.

(c) *Unauthorized Operation Prohibited.* No person shall operate any valve, fire hydrant, pump, blow-off, flushing connection, curb stop, meter by-pass or other water system facility unless authorized or permitted to do so by the City. Fire hydrants may be operated by fire department personnel for emergency use and related fire prevention activities.

(d) *Interconnection of Private Water Systems or Secondary Water Supplies to Water System Prohibited.* No person shall interconnect or permit the connection of any private water system, community well, or secondary water supply to the public water supply system unless authorized to do so by the City & County.

(e) *Supplying Separately Owned Properties or Multiple Buildings Through Single Meter Prohibited.* Separately owned properties shall not be supplied with water through a single meter. Separately owned properties shall not be supplied through a privately maintained distribution system, if public water supply is available. Each building or structure on the same property must have its own domestic meter and domestic service line to the watermain unless special arrangements have been approved by the City. Any property discovered to have two (2) or more buildings supplied by a single water service line and meter shall be immediately corrected by the installation of separate domestic service lines and meters at the property owner's sole cost and expense unless the local municipality shall authorize such non-conforming service to continue.

This section shall not, however, prohibit single metering of property owned as a cooperative, condominium, mobile or manufactured home park, or apartment complex as long as service is provided to and metered on common property and there is a legitimate association or corporation to apportion, collect and remit all fees and charges and accept notices. No such corporation or association shall charge or collect from unit owners more than the rates and charges established by the local municipality, plus actual administrative costs.

(f) *Construction of Watermains, Hydrants, and Related Facilities and Appurtenances Without Required Plan Review, Approval and Permits Prohibited.* No person shall commence construction of any watermains and related water system facilities and appurtenances which are intended to be connected either directly or indirectly to the public water supply system until plans and specifications for such improvements have been submitted to, reviewed by, and endorsed "Approved" by the City, and until all necessary easements and all applicable permits of any kind and nature have been issued for such improvements, and inspection and permit fees have been paid.

(g) *Cross Connections Prohibited.* No physical cross connection shall be installed or maintained on any lines carrying potable water from the public water supply system. Any pipes, pumps, tanks, equipment or facilities supplied from or with the potential of being supplied from any non-potable source shall be suitably protected against the backflow of pollutants or contaminants by means of City approved backflow prevention devices.

(h) *Brokering Prohibited.* No person shall mark-up the established water rate to one's tenants for the purpose of receiving a commission or making a profit. The only mark-up that is allowed is that to cover reasonable costs for meter reading, billing, and administration.

Sec. 19-23. Service Applications

(a) *Connection Permits.* A person desiring to obtain water service from the public water supply system shall first apply for the required water connection permit to the City.

If the availability of water service to the premises is confirmed, the applicant shall pay all municipal connection permit fees in accordance with the fee schedule as established by resolution of the City Council. The authorized application for a connection permit shall then be submitted to the County for review and, if approval is given, the connection permit shall be issued by the County. No connection permit shall be issued unless all applicable CCIF have been paid. If a B-Permit for connection is issued prior to the paying of the CCIF, the applicant shall be responsible for the fees.

(b) *Service Tap and Meter Installation Fees.* It shall be the applicant's responsibility to ensure that a meter has been installed and service initiated by the City before utilizing any water service or facilities.

(1) *Connection & Meter Fee.* After obtaining the required connection permit, an applicant for water service shall present the connection permit to the City and pay the required service tap and meter installation fee which covers the City's cost of tapping the watermain and installing a service line from the watermain to the road right-of-way line (point of delivery), and for furnishing and installing the water meter and remote device after the customer's installation has been satisfactorily completed and connected. Service tap and meter installation fees shall be the actual cost of installation and materials to the City. After receiving the appropriate service tap and meter installation fees from the applicant, the City will arrange for the installation of a watermain tap and service line from the watermain to the customer's property line (road right-of-way line) and install a curb box and curb stop. The customer's installation shall connect at the curb stop. After the customer's installation is satisfactorily completed and connected, the customer or the customer's contractor or plumber can request the City to install and wire the meter and remote device by scheduling such installation 48 hours in advance.

(2) *Capital Improvement Fee.* Before any property receives a permit to connect directly or indirectly to the water system Capital Improvement Fees are to be computed and paid to the City and County according to the Residential Equivalent Units. A single-family residence is equal to one unit. These fees shall be set by resolution of the City Council.

(c) *Application for Water Service.* Whenever a private system with private services (such as mobile home park, condominium association, or other entity) has a single water service line and meter supplying the premises, the account shall be made in the name of the mobile home park, condominium association, or other entity. Water service shall not be provided until the entity files with the City written proof of its legal authority to apportion, collect and remit all fees and charges, and accept notices. The entity must also provide evidence of its legal authority to operate the private water distribution system. The applicant must also certify in writing that adequate arrangements have been made to enable the City to install an outside remote device.

(d) *Franchise Agreements.* The property owner of any premises situated in an adjacent municipality which fronts a border-line road between the City and the other municipality or which abuts the boundary line between the City and another municipality may request to be provided water service by the City provided that the municipality within which the premises resides does not have water system facilities available to service said premises.

Before any premises in an adjacent municipality can receive water service by the City, both municipalities must approve such an arrangement by formal resolution of their respective governing boards, and an appropriate Franchise Agreement covering all terms, conditions and cost of such provision of service must be executed by each municipality, the property owner, and the County Agency. No franchise agreement for water service shall be executed without the consent and approval of the County Agency.

(e) *Change in Occupancy or Ownership of Premises.* When a premise is to be vacated, or when there is to be a change of ownership thereof, the property owner shall be responsible for contacting the City and requesting a shut-off of service and closing of the customer's account. When such a request is made in writing, the City will make a final meter reading and prepare a final billing for the customer. The new property owner shall be responsible for contacting the City and making arrangements for water service to be reactivated.

If a tenant wishes to close their account and/or shut off the water to the premises, they must notify the City in writing. The City then reserves the right to pre-authorize any such service or account termination with the owner of the property. The customer or property owner shall pay a service termination fee, which fee shall be in accordance with the schedule of rates and charges as established by the City Council.

Sec. 19-24. Billing Practice

(a) *Bills to Retail Customers.* Retail customer billings, which are prepared by the City, are rendered quarterly. Such bills are normally mailed out on the first of the month and are due and payable twenty (20) days from the date of billing. All remittances by mail must be received on or before the due date to entitle the customer to pay only the "net" amount. When the due date falls on a legal holiday, Saturday or Sunday, the net amount will be accepted on the first business day following.

(b) *Late Payment Charges.* For all bills not paid when so due, a penalty of four percent (4%) of the amount of such bill shall be added. Late charges shall be assessed on the amount of the bill that is past due, and interest shall be compounded quarterly. Failure to receive a bill shall not entitle a customer to pay the net amount unless it can be shown from the County's or municipality's records that the bill was not sent or that an error was made in processing the account or the bill. A dispute over the amount of any billing shall not relieve the customer from making payment when payment is due, and will not entitle the customer to a waiver of any late charges for failure to make payment by the required due date unless the municipality shall authorize the customer to withhold payment pending the issuance of a revised bill. It is the customer's responsibility to inform the local municipality of any changes in their billing address and phone number.

(c) *Base Rate for Water Service.* The retail rates to be charged and collected by the City for water furnished to customers shall be in accordance with the prevailing schedule of rates and charges as developed by the City and modified from time to time by resolution of the City Council. This rate shall include a fixed readiness to serve charge and incremental retail rate based upon consumption.

(d) *City, Other Entities Not to Receive Any Free Service.* No free service shall be furnished by the system to the City or to any persons, entity, public or private or any agency or instrumentality, except for unmetered emergency fire flows. The City shall pay for all the water used by it at the rates established by resolution of the City Council.

(e) *Estimated Bills.* If a meter reader cannot obtain a meter reading at a premises on the regular reading date for any reason, or if the meter shall fail to register properly, an estimated bill shall be sent. The water charge shall be estimated based upon actual consumption in a comparable billing period(s) in preceding years or determined by computing the average daily consumption for the period the meter was in operation and extending the average for the entire period. If there is no reliable history of prior use at the premises served by the defective meter, then the water charge shall be estimated based upon the average daily consumption for a period of days of service after the meter's repair or replacement and extended back to the beginning of the previous billing cycle. The water charge for periods less than a full billing period shall be prorated according to the number of days for which service is provided.

(f) *Reporting Excessive Water Bills.* Retail customer inquiries concerning excessive water bills or bill disputes must be made to the City in writing. If required, a representative of the City will visit the premises, verify the meter reading, inspect the meter and attached valves for leaks, review historical

consumption history, and report its findings to the customer. Inquiries and subsequent corrections may be requested for a time period not to exceed eight (8) quarterly billing cycles. No allowance or adjustment to any water bill shall be made for leaks of any nature occurring on the customer's side of the point of delivery.

(g) *Bill Adjustments.* When it has been established that a customer's water bill is in error resulting in an over-charge or under-charge, the required billing adjustment (credit or debit) will be made on the customer's next bill, unless the City finds that a gross error (+or- 100% of the last years' average bill) has occurred and agrees that a revised bill should be rendered. The City shall have the authority to issue credits or make adjustments to its retail customers' bills.

(h) *Back Billing for Service Rendered.* Whenever water service has been furnished to a premise and the City either has not rendered a bill for service or the bills rendered do not reflect the full service provided, a back bill shall be sent to the customer. Where the responsibility for the improper billing is solely that of the City, the period for which the back bill is computed will be limited to two (2) years preceding the date that the error or omission is discovered, and the rates used in computing any back bill shall be those in effect at the time that service was provided.

However, if the customer, by its actions or lack thereof, or the actions of any of its contractors, plumbers or agents or lack thereof, is partially or wholly responsible for the inaccurate billing, then the period for which the back bill is computed shall be up to six (6) years preceding the date that the error or omission is discovered. Likewise, should it appear that water has been stolen by way of altering any piping, unauthorized connections, straight piping, meter tampering or otherwise, the customer shall be back billed for the estimated water consumed. Such unauthorized consumption shall be estimated on the basis of previous consumption records or any other appropriate basis at the discretion of the City in accordance with generally accepted utility practices, and such unauthorized consumption shall be billed at the current commodity rate for the estimated unauthorized volume as determined by the City. Water service may be terminated to any premises where water theft has occurred. Service shall not be restored until all charges including fines, penalties, turn on and turn off charges and estimated water usage and related charges have been paid to the satisfaction of the City.

(i) *Termination of Service for Non-payment.* The City shall have the right to terminate water service to any retail customer for non-payment of its water bill. Upon termination, service will not be restored until all past due balances are paid. Applicable turn-off and turn-on charges will be assessed to the customer or property owner.

Should it appear that water has been stolen by way of altering any piping, unauthorized connections, unauthorized operation, straight piping, meter tampering, or otherwise, the City shall have the right to discontinue service until all defects, alterations, and tampering have been corrected, and appropriate compensation and restitution has been made by the offending person.

(j) *Enforcement of bill payments.* Pursuant to state law, including without limitation, the provisions of MCL 141.121, the charges, including any penalties or interest thereon as provided for in this article, are hereby made a lien on the premises to which said charges apply. Whenever any such charge against any such premises shall be delinquent for six months or more, the City shall certify annually by April 1 of each year to the city assessor the amount of such delinquency. Upon such certification, the city assessor shall enter the charges upon the next tax roll as a charge against the premises to which the services shall have been rendered, and such charges shall be collected and the lien enforced in the same manner as provided for the collection of general city taxes; provided, however, that where the city is notified in writing that a tenant is responsible for the payment of such bills, per section 4.14, then the charges for service occurring after the date of notification shall not become a lien against the premises.

(k) *Tenant as Customer.* A property owner may establish a tenant or renter of a premise as the customer and make that customer responsible for payment of all water bills. The City shall be notified in writing that a tenant is responsible for the payment of such bills, the notice to include a copy of the lease of the affected premises, if there is one. The tenant must also furnish a cash deposit of not less than \$400.00 in the case of residential property or \$700.00 in the case of industrial or commercial property as security for the payment of such charges and services. The Director may increase this deposit if a history of high usage is apparent, up to a maximum equivalent of two quarters worth of water usage.

Upon vacating of the premises or termination of lease or service, the security deposit shall be returned less any outstanding balance for water service.

Sec. 19-25. Watermains and Valves

(a) *Materials and Specifications.* The materials of construction of any public or private watermains, valves, hydrants, fittings and appurtenances, and the methods used in excavating, installing, connecting, jointing, restraining, testing, and backfilling the trench shall conform to the current edition of the Standard Specifications and Construction Specifications in Swartz Creek and all applicable regulations of the State of Michigan and local municipality.

(b) *Watermain Extensions at Builder or Developer Expense.* Extensions of the public water supply system to provide water service to residential, commercial or industrial developments shall be provided at the developer's expense. A developer of any residential, commercial or industrial development shall be required to extend and connect to the public water supply system if such facilities are available. Public water supply system facilities shall be deemed available if the developer's site is located within 500 feet of the public water supply system or within such additional distance as may be established by ordinance of the City. Any extension of the public water supply system shall be to the furthest limits of the developer's property. This requirement shall not apply to the construction of a single family residence on an existing parcel of land or platted lot.

The City may consider a variance to the requirement that the public water supply system be extended to the furthest limits of any development project when all of the following conditions are met:

- Development involves a residential corner parcel.
- Development involves a single building or structure.
- The public water supply system already fronts one side of the corner parcel and extends the full length of the frontage, or is located on the opposite side of the road directly across from and accessible to the proposed development.
- Required domestic service will be one inch or smaller.
- A separate fire protection connection line is not required for the building.

Such variances will be decided by the City Council on a case by case basis.

(c) *Continuity of Service.* The City reserves the right at all times, without notice to affected customers, to shut off the water in a main for the purpose of making repairs or extensions, or for any other necessary purpose. It is the intention of the City to provide advance notice to affected customers when time permits, but in an emergency situation such advance notice of service interruption may not be given. The City shall not be liable for damage to the facilities and equipment of any premises occurring as a result of such shut-down, or from the bursting of any main, or due to any accidental failure of the public water supply system from any cause whatsoever. Under normal operation the City will make every attempt to maintain a minimum pressure of thirty-five (35) pounds per square inch (PSI) in the public water supply system as required by regulatory requirements. Any customer whose facilities or operations require the provision of a specified flow rate or water pressure shall be required to install such collateral facilities as may be necessary to ensure that such pressures and flow rates can be maintained.

(d) *S-Permits and Act 399 Permits.* No person shall commence construction or alteration of any watermains or related water system facilities and appurtenances which are connected to or intended to be connected either directly or indirectly to the public water supply system until plans and specifications for such improvements and alterations have been submitted to, reviewed by, and endorsed "Approved" by the City and County through the County Agency, and until all necessary easements and all applicable permits of any kind and nature have been issued for such improvements, and inspection and permit fees have been paid.

A County S-Permit shall be required for the alteration of any existing public water supply system facilities or for the construction of any public watermains, which will connect directly or indirectly to City water system, which is connected directly or indirectly to the County Water System. Likewise, An Act 399 permit from the Michigan Department of Environmental Quality (MDEQ) is required for the construction of any public watermains which will connect directly or indirectly to the City water system of which is connected directly or indirectly to the County Water System.

The commencement of any watermain construction or alteration without obtaining the required County S-Permit shall be a violation of these water use policies. The City shall have the right to prohibit or sever the connection of any unapproved or unpermitted watermain facilities, to prohibit or stop the alteration of any facilities for which an S-Permit has not been issued, to deny or terminate service, and to take all other corrective or remedial actions as may be required to enforce these policies and to repair, restore or correct all damage or non-compliance. All costs incurred by the City in undertaking such corrective or remedial actions shall be reimbursed by the offending party.

The commencement of any watermain construction without obtaining the required Act 399 permit shall be a violation of the Safe Drinking Water Act (Act 399, P.A. 1976 and current revisions), and shall subject the offending party(s) to all fines and penalties prescribed and dictated thereby.

Sec 19-26. Building Water Service Lines

(a) *Sizing.* The building water service line to any building shall be of sufficient size to permit a continuous, adequate flow of water to all fixtures at all times. The minimum size of the domestic service line for a residential building shall be 3/4 inch. The size of the building water service line to any multi-unit residential building or any commercial or industrial building shall be as required and specified by the architect, designer, developer or the City. The City shall not be responsible for, or obligated to, size any building water service line or to project actual flow requirements for any applicant or customer.

(b) *Materials and Specifications.* The materials of construction of any building water service line and appurtenances, and the methods used in excavating, installing, connecting, jointing, testing, and backfilling the trench shall conform to the current edition of the Standard Specifications and Construction Specifications in Swartz Creek and all applicable regulations of the State of Michigan.

(c) *Customer's Installation.* The customer may request to have the meter installed at the property line or inside the building.

(1) Meters installed in the building:

Requests to have the meter installed in the building must first ensure the following occurs:

The customer is responsible for installing the building water service line from the house to the point of delivery (curb box), and for installing the necessary piping, valves, and fittings inside the building to receive the meter (meter set plumbing). The building water service line from the road right-of-way line (point of delivery) to the meter set plumbing inside the building shall be a minimum of 3/4 inches in size and constructed with type "K" soft temper copper tubing conforming to ASTM B-88 and B-251. All splices and connections shall be made with flared fittings. The building water service line shall be installed to a minimum depth of 48 inches. Connection at the point of delivery shall be made in a workmanlike manner and in accordance with procedures by the City.

The City will flush the entire building water service line and set the water meter and remote device as soon as possible after the customer's installation is satisfactorily completed and connected at the point of delivery, and the meter set plumbing is ready to accept the water meter. Straight piping at the meter set plumbing and use of any water prior to the installation of a meter is strictly prohibited. A violation of this provision shall constitute water theft.

(2) Meters installed near the ROW or easement

The customer is responsible for installing the building water service line from the house to the point of delivery (ROW) and for installing the necessary piping, valves, and fittings to receive the meter (meter set plumbing).

The City will flush the entire building water service line and set the water meter and remote device as soon as possible after the customer's installation is satisfactorily completed and connected at the point of delivery, and the meter set plumbing is ready to accept the water meter. Straight piping at the meter set plumbing and use of any water prior to the installation of a meter is strictly prohibited. A violation of the provision shall constitute water theft.

(d) *Approval of Plumbing and Connections Required.* No water service line shall be connected and meter installed until the plumbing and connections incident thereto shall have been

inspected and approved by the local building official, plumbing inspector or other person having jurisdiction for such inspections and approval.

(e) *Repair and Replacement.* The portions of the building water service line located within a utility easement or within the road right-of-way including the curb stop and curb box will be operated and maintained by the City. Maintenance, repair and/or replacement of the building water service line between the curb stop and meter set plumbing shall be the responsibility of the customer and/or property owner.

(f) *Improper Installation.* If at any time it is discovered that the building water service line has been installed improperly or contrary to or in violation of these policies or the current edition of the Standard Specifications and Construction Specifications in Swartz Creek, the customer shall be required by the City to correct any such violation or non-conforming elements at the customer's expense. The City may withhold water service to the premises until required corrections have been made.

(g) *Leaks in Customer's Installation.* The customer or property owner shall keep the customer's installation free from leaks at all times. Where a leak appears in a customer's water service pipe on the customer's side of the point of delivery allowing water to escape that does not register on the meter, the City shall give the customer written notice thereof and the customer shall immediately proceed to repair such water service line. Should the same not be repaired, or should there be no evidence of any attempt to repair same within seventy-two (72) hours after written notice to repair has been given, the City may discontinue service by shutting the water off at the curb stop. If, in the judgment of the City, it is believed that any leak in the customer's installation is of such nature as to endanger public safety, public or private property, constitute a public nuisance, or result in the waste of any substantial amount of unmetered water, the City may discontinue service without prior notice to the customer and shall not restore service until such leak is repaired.

(h) *Demolition.* Whenever a building or structure is to be permanently demolished, or is to be demolished to make way for another building or structure, the City shall not issue a permit for such demolition until the property owner or the demolition contractor provides them with a signed copy of the County's service termination permit and procedures form. Such form will confirm whether or not the building to be demolished is connected to the public water supply system and/or wastewater collection system, and provides additional requirements for the temporary or permanent termination of service when so connected.

City or County personnel shall be present at the work site when the water service line and/or wastewater service line is disconnected to inspect the work and to ensure that the termination of service is performed in accordance with County procedures and that no damage occurs to the public water supply system or wastewater collection system. All such services that are abandoned, and not scheduled for re-use, shall be demolished.

(i) *Indemnification.* The customer or property owner shall indemnify, save harmless, and defend the City against all claims, demands, cost or expense, for loss, damage or injury to persons or property in any manner directly or indirectly arising from the installation of the customer's water service line (customer's installation) or from the transmission and use of water by the customer or any consumer from any of the customer's water service lines, plumbing, facilities, fixtures and appurtenances.

Sec 19-27. Fire Protection Service

(a) *Materials and Specifications.* The materials of construction of any fire protection connection line and appurtenances, and the methods used in excavating, installing, connecting, jointing, restraining, testing, and backfilling the trench shall conform to the current edition of the Design Standards and Construction Specification of Swartz Creek and all applicable regulations of the State of Michigan.

(b) *Fire Protection Connection Separate from Domestic Service Line Connection.* Whenever a fire protection connection line is installed on private property, and the operation and maintenance of such line will not revert to the City at start-up (including, but not limited to, all fire protection connection lines four inches (4") and smaller), a separate domestic service line shall also be extended from the watermain to the building. Under this arrangement, the fire protection connection line shall not be tapped or used for the general domestic water supply of the premises.

Whenever a fire protection connection line six inches (6") or larger is installed on private property, and the operation and maintenance of such line will revert to the City at start-up as evidenced and effectuated by the granting of required easements and rights-of-ways to the City, a separate domestic service line may be connected to the fire protection connection line at a point outside the building which falls within the easement, and a curb stop and curb box installed. No domestic service line shall be connected to any fire protection connection line inside the building. The final configuration of the domestic service line under this arrangement shall be approved by the City prior to construction.

(c) *Fire Sprinkling System Review.* Prior to the installation of any fire protection connection line and fire suppression system, the developer, contractor or fire protection system installer shall provide a copy of the construction or architectural drawings showing proposed yard piping and fire protection system piping to the City for review, approval, and required permit. Such plan review will be performed in order to establish the degree of hazard for potential backflow and to ensure that required backflow prevention devices will be installed. Applicable permit and inspection fees shall be in accordance with the City's current schedule of rates and charges. In general, only one (1) fire protection connection line will be allowed per premise. Additional fire protection connection lines will be approved only if specifically required by building or fire codes.

(d) *Easements and Rights-of-Ways.* Whenever the City agrees to assume the responsibility for operating and maintaining a fire protection connection line, such facilities shall become a part of the public water supply system, and the property owner shall grant and convey appropriate easements and rights-of-ways as shall be required by the City to permit ingress and egress for operation and maintenance. Said easements shall extend along the entire length of the fire protection connection line.

(e) *Residential and Commercial Combined Fire and Domestic Service Line for Limited Area Fire Protection.* Sprinkling piping serving not more than six (6) sprinklers for an isolated area may be connected to the building water service line having a capacity sufficient to provide 0.15 gallons per minute per square foot (6.1 liters per minute per square meter) of floor area throughout the entire enclosed area. All limited area fire suppression sprinkler system connections must be made after the meter and each connection must have an approved backflow prevention device and be inspected by the City for compliance with cross connection regulations set forth in this ordinance. The City shall not be responsible for specifying or sizing the building water service line to provide the required fire flow rates. Sprinkler protection installed under the above guidelines shall comply with all NFPA standards and codes, and the customer or property owner shall have such installations inspected and approved by the appropriate authority having jurisdiction over such installations.

(f) *Charge for Unauthorized Use.* Fire protection connection lines are intended exclusively for fire protection and may not be used for the general domestic water supply of any premises. If it is discovered that the fire protection connection line is used for irrigation, cooling, or for the general domestic supply of any premises, the City shall have the right, ten (10) days after notification to the customer or property owner by first class mail, to discontinue service until all defects, alterations, and tampering have been corrected, and appropriate compensation and restitution has been made by the offending person.

(g) *Repair and Replacement.* The portions of any fire protection connection line located within a public utility easement or within the road right-of-way including the isolation valve and valve box or manhole will be operated and maintained by the City. Maintenance, repair and/or replacement of the fire protection connection line beyond the point of delivery shall be the responsibility of the customer and/or property owner unless the City has assumed the operation and maintenance of such lines and has been granted an easement by the property owner, in which case the point of delivery shall be the limit of the easement at the outside face of the building.

(h) *Discontinuance of Fire Protection Services.* The City may terminate supply to a fire protection connection line under any of the following conditions:

(1) Without consent or notification only in the event of a watermain break or a major connection leak that could cause serious damage to public or private property.

(2) Ten (10) days after notification to the customer and property owner by first class mail that there is leakage from any portion of the fire protection connection line and the customer or property owner has not taken action to correct such leakage.

(3) If unauthorized use is not terminated within ten (10) days after notification to the customer and property owner by first class mail to cease such unauthorized use.

(4) On a temporary basis upon written request of the customer and/or property owner for the purpose of making repairs to the fire protection connection line or fire suppression system facilities at the premises.

(5) On a long-term basis, upon receipt of a letter from the customer and/or property owner requesting that service be terminated, along with written notification to the local fire department and insurance carrier.

Sec. 19-28. Fire Hydrants

(a) *Materials and Specifications.* The materials of construction of any fire hydrant and appurtenances, and the methods used in excavating, installing, connecting, jointing, restraining, testing, and backfilling the trench shall conform to the current edition of the Design Standards and Construction Specification of Swartz Creek as well as all requirements of the State of Michigan.

(b) *Fire Hydrant Use.* Fire hydrants are installed for the primary purpose of emergency use by authorized fire department personnel and for flushing of watermains by the City responsible for the operation and maintenance of its own water system. No unauthorized person shall operate or use any fire hydrant unless permitted to do so by the City, and such use or operation shall not commence until all necessary permits have been obtained and security deposits paid. Local Fire Departments are authorized to operate and use fire hydrants without a permit in the event of an emergency.

(c) *Special Hydrant Use Permit and Charges - Temporary Service.* Temporary water service for circuses, fairs, carnivals, swimming pool filling, water hauling, street sweeping, construction, hydro-seeding, etc. may be provided at designated fire hydrants in accordance with this ordinance governing special hydrant use. In addition to special hydrant use, the City shall seasonally; on or about the first of May through the end of September, place in service one or more water metering stations for access to the public water system. The policy governing their use shall be revised annually and these revisions shall include charges, fees and other conditions related to their use.

Pursuant to the City's policy, any prospective hydrant user, other than users of the City's seasonally placed water stations, shall first obtain written consent from the City for the use of any hydrant. The request for temporary hydrant service shall be signed and dated by the individual or legal entity seeking use, shall include the name, billing address and phone number of the prospective user, and shall indicate the desired use, requested meter size, location of hydrant, and duration of proposed temporary service. The City shall require a deposit in an amount set by the Director of Public Services, an amount no less than the replacement cost of the hydrant meter, isolation valve, and backflow prevention device.

When temporary service is to be terminated, the City will perform a final inspection of the hydrant, and remove the hydrant meter, isolation valve and backflow prevention device. Any damage to the hydrant not noted, hydrant meter, or fittings will be repaired and the cost deducted from the hydrant user's security deposit. If the cost of any repairs exceeds the amount of the security deposit, the balance will be borne by the hydrant user. Any lost or stolen metering equipment shall be paid for by the hydrant user. Following termination, a final billing will be prepared and sent to the hydrant user. All billings for temporary service, including the final billing, shall be due and payable twenty (20) days from the date of the billing. The security deposit or any remaining balance thereof will be refunded to the hydrant user after all billing charges have been paid.

(d) *Confiscation of Illegal Hydrant Connections - Charges for Unauthorized Use.* Any hydrant connection, hoses and equipment used for the unauthorized operation of a fire hydrant shall be confiscated by the City. Confiscated equipment may be recovered upon payment of appropriate consumption service charges and associated hydrant repair and maintenance costs occasioned by such unauthorized usage. The offending person shall be assessed a \$500 fine as well as actual expenses incurred to correct the illegal connection. Any confiscated equipment not recovered within thirty (30) days shall become the property of the City.

(e) *Operation of Hydrants.* After the hydrant connection has been installed, the hydrant shall be operated using the isolation valve supplied with the meter. Isolation valves shall be opened and closed slowly so as not to create or cause any line surges or water hammer in the watermain. A special hydrant use permit may be revoked for improper use of any hydrant. At the end of each day or whenever work is stopped, hydrants shall be shut off and left in normal operating condition for fire protection purposes. Whenever weather or seasonal conditions are such that there is potential for freezing, hydrants shall be turned off and pumped down by the hydrant user at the end of each day. In the event that a leak develops around the barrel, stuffing box, or caps of the hydrant, the hydrant shall be shut off and the leak reported to City. Any damage or breakage occurring to the hydrant shall be immediately reported to the City.

(f) *Damage to hydrants.* Any person who directly or indirectly causes damage to a fire hydrant, either willfully or accidentally, shall be charged for all actual or incidental cost incurred by the City for the repair of the hydrant. Any person who willfully damages any fire hydrant shall also be subject to all fines and penalties as prescribed by local Ordinance.

Any person or property owner desiring to have an existing hydrant relocated shall make arrangements for such relocation with the City, and shall deposit the estimated cost of any such relocation in an escrow account with the City.

Sec. 19-29. Meters

(a) *Meters Required.* All premises using water through the facilities of the public water supply system shall have their water flow measured by a meter furnished and installed by the City. In addition, a remote device will be furnished and installed on the outside of the building. All meters and metering equipment shall conform to the material standards of the City. No person shall install, use, or cause to be installed or used, any meter or metering equipment not approved or standardized by the City. No person, other than an authorized employee of the City shall disturb, break, sever the seal, remove, change the location of, alter, or interfere in any way with the water meter or the remote device after it has been installed. Any person found to have done any of the above shall be guilty of a municipal civil infraction.

(b) *Ownership and Protection of Meters and Appurtenances.* The customer or property owner shall be designated as the custodial owner of the meter. It shall be the customer's or property owner's responsibility to protect the meter from damage, loss or vandalism. Any damage or loss of a meter which is a direct result of the negligence of the customer or property owner, such as vandalism, neglect, freezing, or damage resulting from tampering with the meter, or any damage of an accidental nature is properly chargeable to the customer or property owner and will be billed at the current cost of repair or replacement. The City reserves the right to replace any meter which is not properly registering or recording water consumption, and such replacement will be done at no cost to the customer or property owner provided that such inaccuracy is not related to tampering or other meter damage caused by the customer, property owner or other unauthorized person.

(c) *Consumption Exceeding Operating Range of Meter.* Meters damaged by operating them at greater volume than the maximum delivery capacity for the particular class of meter (as outlined in the AWWA Standards for cold water meters, or as recommended by the meter manufacturer) shall be repaired or replaced by the City. The cost of such repairs shall be charged to the customer or property owner. Whenever it is determined that the meter purchased by the customer or property owner is either too small or too large to adequately or accurately measure the actual water consumption at the customer's or property owner's premises, the City may order the customer or property owner to have the appropriate sized meter installed at the customer's expense.

(d) *Change in Meter Size.* Water meters are the property of the customer or property owner and are purchased and paid for as part of the service tap and meter installation fees. Requested changes in the size of a water meter shall be handled as follows:

Increase in Size - A customer or property owner desiring a larger water meter shall pay to the City the applicable service tap and meter installation fee if the building water service line must also be upsized to accommodate the larger meter. If the existing building water service line is already sized for the larger meter, the customer or property owner will only be required to pay the cost of a new meter. The old meter shall remain the property of the customer or property owner, and no credit or exchange fee will be given

by the City for the old meter. In addition, the customer or property owner will be required to pay the applicable water service charges associated with the larger meter size. The customer or property owner will be responsible for installation of the appropriate sized piping from the building to the point of delivery, and for necessary piping modifications to the meter set plumbing to accept the new meter.

Reduction in Size - A customer desiring a smaller water meter shall pay to the City the cost of the smaller meter. A reduction in the size of the building water service line is not required in this case. The old meter shall remain the property of the customer or property owner, and no credit or exchange fee will be given by the City for the old meter. Likewise, no rebate of connection charges will be made to the customer or property owner for reducing the size of the meter; however, future water service charges to the customer or property owner will be based on the new meter size. The customer or property owner will be responsible for necessary piping modifications to the meter set plumbing to accept the new meter.

(e) *Meter Set Plumbing.* Meter set plumbing is the responsibility of the customer or property owner, and the configuration and materials of construction shall be in accordance with the City's current details and standards. Water meters will not be installed and service activated until the meter set plumbing and building water service line are properly installed and connected. Setting of a meter by the City does not constitute an admission by the City that the customer's installation or building plumbing has been properly installed, nor does it relieve the contractor, plumber, or the customer or property owner of the responsibility for correcting or repairing any non-conforming or improper work.

(f) *Location of Meter and Remote Device.* The customer or property owner shall provide an accessible location inside the building satisfactory to the City for the installation of the meter and remote device wiring. The customer or property owner shall provide a suitable location on the exterior of the building at the front or on the side as close to the front as possible for mounting the remote device. Meters shall always be set in an upright and horizontal position. Meters may not be located in crawl spaces, bathrooms, bedrooms, or where oil, sewage or similar contamination is present or possible. In general, the meter shall be placed just inside the building wall nearest the watermain.

(g) *Access to Customer's Premises.* The duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon all premises and shall have access to the meter and remote device for the purpose of inspection, observation, installation, maintenance, testing and meter reading. While performing the necessary work on private property the duly authorized employee(s) of the City will observe all safety rules applicable to the premises.

The customer or property owner shall at all times keep the meter and remote device free from obstacles including shrubs, debris, stored materials, etc. that would prevent convenient access to the meter, remote device or adjacent valves. Failure to do so could result in termination of service.

If at any time a customer or property owner refuses a duly authorized employee of the City access to the meter or remote device, the City may immediately terminate service to the customer's or owner's premises upon verbal notification.

(h) *Meter Testing Requests.* A customer may request the City to test a meter whenever the customer has reason to believe that the meter is not functioning properly. Such requests must be submitted to the City in writing and be accompanied by the required meter testing fee. If the meter when tested is not registering accurately, it will be repaired or replaced at no cost to the customer, and the meter testing fee which accompanied the customer's meter testing request will be returned to the customer (Subject to Section 9.2). Likewise, the appropriate billing adjustment will be made on the customer's next bill. If, however, the meter when tested does register accurately, the expense of the test will be borne by the customer, and the meter testing fee accompanying the customer's request will not be returned. The required meter testing fee shall be in accordance with the City's prevailing schedule of rates and charges.

(i) *Meter Accuracy.* A meter shall be considered accurate if when tested it registers within two and a half percent (2.5%) more or less than the actual quantity of water passing through it. If a meter registers in excess of two and a half percent (2.5%) more than the actual quantity of water passing through it, the meter will be considered "fast" to that extent. If a meter registers in excess of five percent

(5%) less than the actual quantity of water passing through it, the meter will be considered "slow" to that extent.

(j) *Adjustments for "Fast" or "Slow" Registration.* When a meter test indicates that a meter has been registering "fast" as defined above, the City will credit the customer with a volume equal to the percent of "fast" multiplied by the volume of water used during the previous six (6) months, except when a meter change or meter repair has been performed in the interim period.

When a meter test indicates that a meter has been registering "slow" as defined above, the City will bill the customer for an additional volume equal to the percent of "slow" multiplied by the volume of water used during the previous six (6) months, except when a meter change or meter repair has been performed in the interim period. In these instances, when a meter change or meter repair has been performed within the previous six (6) months, any adjustment will be limited to the period subsequent to the meter change or repair.

(k) *Seasonal Meter Shut-offs.* Water meters installed for lawn sprinkling or for other recurring seasonal use may be turned-off at the request of the customer or property owner during periods when service is not needed or used. Customers desiring to have such seasonal service stopped must submit the proper form to the City. Likewise, any customer going on vacation or leaving their property vacant may also request to have their water service stopped during such periods by submitting the proper form to the City. Customers desiring to have such service reactivated must request this in writing. Customary turn-off and turn-on charges will be assessed to the customer whenever service is stopped or reactivated, and such charges shall be in accordance with the City's prevailing schedule of rates and charges. Note that shutting off the water to the premises does not terminate the account or relieve the account of the readiness to serve charges.

(l) *Lawn Sprinkler Meters.* No credit adjustment will be made to a customer's wastewater bill for water used to irrigate lawns or shrubs unless such water is recorded on a separate lawn sprinkler meter. Any customer not wishing to be billed wastewater charges for lawn and shrub irrigation shall arrange to have a separate irrigation meter installed.

(m) *Water Meters for Water Consumption not Returned to the Wastewater System.* Any water customer may make arrangements to have a separate meter installed for the measurement of water consumption not returned to the wastewater system. Typical examples include lawn sprinkling, and make-up water for air conditioning chillers. Absolutely no connections shall be allowed for water that can reasonably be suspected to enter the sanitary sewer system (examples include service tubs, internal plumbing diversions or faucets, or connections to a garage or area with a floor drain). The water consumed through such a meter will not be subject to the quarterly wastewater service charge.

A customer desiring a separate water meter shall obtain the required permit, purchase the appropriately sized meter & meter reading devices from the City, and make necessary modifications to the building plumbing to accept the new meter. Once the piping modifications have been completed the City will set the meter. The City shall have the right to inspect the customer's installation to confirm that none of the water supplied through the separate meter will be returned to the wastewater system and that all requirements of the cross connection regulations are in place.

Billing for secondary meters shall be established by resolution of the City Council.

(n) *Wastewater Customers on Private Wells.* Wastewater customers on private wells who discharge wastewater directly or indirectly into the City's wastewater collection system may have a meter installed on their well and be billed for wastewater service according to water consumption recorded on the well meter.

Customers desiring a well meter shall obtain the required permit, purchase the appropriately sized meter from the City, and make necessary piping modifications to accept the new meter. Once the piping modifications have been completed the City will set the meter.

The City may perform quarterly meter maintenance on all well meters and the cost of such maintenance shall be paid for by the customer. In the event that a well meter fails and cannot be repaired, the

customer will be responsible for the cost of a new meter. In the event that a well meter fails to properly record water consumption, or the meter reader is unable to obtain a meter reading on the regular reading date for any reason, an estimated wastewater bill will be sent. In such cases the wastewater charge shall be estimated based upon actual consumption in a comparable billing period in preceding years, or based upon any other appropriate method of estimation in accordance with generally accepted utility practices.

Once a customer opts to install a well meter for wastewater billing purposes, future wastewater service charges shall be based on well meter consumption, and the customer shall not have the option of removing the meter and returning to a flat rate sewer billing.

(o) *Meter Maintenance and Replacement.* Meter maintenance associated with individual domestic meters and developer owned master meters will be provided by the City as required to ensure accurate measurement and recording of water consumption. Necessary meter repairs and replacement of individual domestic water meters or developer owned master meters will be done by the City at no cost to customers of the public water supply system (see exclusions in Sections 9.2 & 9.4). Non water system customers with well meters shall be required to pay the cost of necessary meter maintenance, repairs and replacement.

(p) *Master Meter Pits, Valves, Piping and Equipment.* Whenever a master meter is required by the City, such meter and appurtenant meter pit, valves, piping and equipment shall conform to the current edition of the Design Standards and Construction Specifications of Swartz Creek and all other applicable standard meter pit details as developed by the City.

(q) *Ownership of Master Meter Pits.* The cost of purchasing, constructing and installing a master meter, master meter pit and appurtenant valves, piping and equipment shall be that of the local municipality or developer whose facilities will receive water through said master meter. For private systems, such as mobile home courts, when the facilities are completed, they shall remain the property of the developer. For public utilities, such as municipal entities, the meter pits and appurtenances shall become the property of the City.

(r) *Operation and Maintenance of Master Meters, Meter Pits and Equipment.* Developer owned master meter pits and appurtenant metering equipment shall be operated and maintained by the City at no cost to customers of the public water supply system.

(s) *Easements and Right of Access.* Developer owned master meter pits and facilities shall be located on private property outside of the public road right-of-way, and public utility easements shall be granted by the developer to the City for operation and maintenance of these master meter pits and associated metering facilities. The City shall at all times have right of access to any master meter pit for the purpose of inspection, meter reading, operation, maintenance, repair or replacement of equipment.

Sec. 19-30. Plumbers and Contractors

(a) *Water Services to be Installed by Licensed Plumbers and Contractors.* All work in connection with the installation and/or repair of the customer's building water service line and meter set plumbing shall be performed by a licensed plumber or contractor authorized to do business in the State of Michigan and County of Genesee. This requirement shall not prohibit the property owner from performing such work at the property owner's primary residence.

(b) *Defective Work.* The applicant for water service shall be held responsible for all work covered by the water connection permit issued to them. The applicant for water service shall be responsible for the quality of workmanship and for the use of proper materials of construction complying with the current edition of the Design Standards and Construction Specifications of Swartz Creek, whether such work is performed directly by them or is performed by a licensed contractor or plumber hired by them.

Whenever the City finds any defect in the customer's installation prior to initial turn-on, the meter will not be set and service initiated until such defects have been corrected to the satisfaction of the City. Any failure occurring to the customer's installation after initial turn-on whether due to defective materials or

workmanship, or other causes, shall be repaired and paid for by the customer or property owner. The City may terminate service until such repairs have been made.

(c) *Plumber's and Contractor's Responsibility to Comply with Rules.* Any plumber or contractor failing to comply with any provision of this ordinance, or who shall refuse or fail to correct any of its work which is defective or irregular after being requested to do so, shall be prohibited from performing such work in the future.

(d) *Turning-on or Turning-off Water.* Contractors and plumbers shall not be allowed to turn water on or off at the corporation stop-cock or curb stop of any water service line or at any watermain valve unless authorized to do so by the Operating City to make repairs or to test their work. All other persons are strictly forbidden from turning water on or off at the corporation stop-cock or curb stop, or from operating any watermain valve. Water service to any premises shall only be reactivated by duly authorized personnel of the City.

Sec. 19-31. Miscellaneous

(a) *Liability of City - Right to Restrict Water Use.* The City and their duly authorized representatives shall not be liable for any damage resulting from the bursting of any watermain or service line, from the shutting off of any watermain for repairs, extensions or connections, or from the accidental failure of the public water supply system from any cause whatsoever. In case of emergency the City and its duly authorized representatives shall have the right to restrict the use of water in any reasonable manner for the protection of the potable water supply and the public water supply system.

(b) *Inspection and Inspection Fees.* The City shall perform construction inspection on all water system extensions for which it will retain custodial authority for the operation and maintenance of said facilities following completion and acceptance of such facilities for public use. The City shall observe final testing and disinfection of water system extensions when a development owner will retain custodial authority for the operation and maintenance of said water system facilities upon completion and acceptance for public use. Development owners who operate and maintain their own water system facilities shall be required to comply with all applicable rules and regulations of the Safe Drinking Water Act (Act 399, P.A. 1976 and current revisions).

The fees and charges for main-line or final inspection shall be paid by the developer, contractor or applicable entity in accordance with the City's prevailing schedule of rates and charges as adopted by the City Council.

(c) *Right of Access.* The duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of performing maintenance, repairs, inspection, observation, measurement, meter installation, meter reading, sampling, testing, and other activities related to the operation of the public water supply system. Refusal to permit such access to authorized personnel may result in the termination of service. If the City is unable to access properties due to a lack of cooperation or abandonment, the City may terminate service

(d) *Standard Specifications.* All watermain facilities connecting either directly or indirectly to the City water system shall conform to all applicable requirements of the Design Standard and Construction Specifications of Swartz Creek (current edition), and other applicable rules and regulations of the State of Michigan.

(e) *Responsibility of Owner.* The customer or property owner shall be responsible for the maintenance and repair of all water service lines, plumbing facilities and watermain facilities beyond the point of delivery.

(f) *Additional Rules and Regulations.* The City and its duly authorized representatives shall have the right to enact or establish additional rules and regulations necessary to enforce or administer this ordinance and to carry out its responsibilities under Act 342, under the Safe Drinking Water Act, and under other federal, state and Genesee County regulations.

(g) *Drilling, use of wells prohibited.* The drilling and use thereof of wells, the water from which is intended for human consumption, is prohibited. If any existing well, after the effective date of this article shall cease to provide potable water, then in that event the premises served by such well shall be connected to the water system as provided in this article. However, under no circumstances shall an existing well be connected, directly or indirectly, with any portion of the system provided by the city.

(h) *Fiscal year of the water supply system.* The water supply system shall be operated upon the basis of a fiscal year beginning on July first of each year ending June thirtieth of the following year.

(i) *Enforcement of this article.* The provisions of this article shall be enforceable through the bringing of appropriate action for injunction, *mandamus*, or otherwise in any court having competent jurisdiction. Any violation of this article is deemed to be a nuisance per se.

Sec. 19-32. Backflow Prevention and Cross Connection Control

(a) *Introduction.* The intent of this section is to establish a program for the identification, detection and elimination of unprotected cross connections within the public water supply system in order to prevent contamination of the City's public potable water supply from the backflow or back-siphonage of non-potable sources of water or water borne contaminants or pollutants. This Section provides guidelines for the proper use of backflow prevention devices, and identifies facilities where the potential for cross connections and the backflow of contaminants will require the use of approved backflow prevention devices.

No physical connection shall be installed or maintained between lines carrying a public potable water supply and pipes, pumps or tanks supplied from or with the potential of being supplied from any non-potable source. Where dual supplies are necessary or desired, lines carrying water from the public water supply system shall be protected against back flow of polluted or contaminated water by means of approved backflow, back-pressure, or back-siphonage devices.

(b) *Adoption by reference.* The city hereby adopts by reference the water cross connection rules of the State of Michigan, being Rules 325.11401 through 325.11407 of the Michigan Administrative Code ("Rules"), and the City of Swartz Creek Cross Connection Control Program ("program") as prepared by the City of Swartz Creek Department of Public Services and dated October 9, 2001, two copies of which rules and program shall be maintained on file with the city clerk and be available for public inspection during all regular office hours of the city. Any person or firm violating any of the provisions of the rules or the program shall, except as otherwise provided by law, be subject to the penalties and sanctions provided for in this Code.

(c) *Inspections.* It shall be the duty of the city to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply are deemed possible. The frequency of inspections and follow-up inspections based on potential health hazards involved shall be as provided for in and as authorized by the rules and the program.

(d) *Right to enter.* As provided for in the rules and the program and as permitted by law, duly authorized employees and/or representatives of the city shall have the right to enter, at any reasonable time, any property served by a connection to the public water supply system of the city for the purpose of inspecting the piping system or water supply system thereof for cross connections.

(e) *Cross connections in violation of this division.* As provided for in the rules and the program and as permitted by law, the city is authorized and directed, after providing reasonable notice thereof, to discontinue water service to any property wherein any connection in violation of this division exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water supply system. Water service to such property shall not be restored until cross connections have been eliminated in compliance with the provisions of the rules, the program and this division.

(f) *Potable water system to be protected from contamination.* The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination as specified by this division and by the state and city plumbing code. Any water outlet

which could be used for potable or domestic purposes and which is not supplied by the potable system must be labeled in a conspicuous place as:

"WATER UNSAFE
FOR DRINKING"

(g) *This division supplementary to state plumbing code.* This division does not supersede the state plumbing code, but is supplementary to it.

(h) *Violations of this division a misdemeanor.* Any person or customer found guilty of a violation of any of the provisions of this division or any written order of the city department of public services, in pursuance thereof, shall be deemed guilty of a misdemeanor.

Section 3. Severability.

Sections of this Ordinance shall be deemed severable and should any section, clause or provision of this ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 4. Saving Clause.

The amendment or repeal by this ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this ordinance or prosecutions based upon actions taken by any person prior to the effective date of this Ordinance. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

Section 5. Effective Date.

This Ordinance shall become effective on the 21st day following the date of publication. At a regular meeting of the City Council of Swartz Creek held on the 8th day of February, 2010, Councilmember Binder moved for adoption of the ordinance and Councilmember Hurt supported the motion.

Voting for:

Voting against:

Absent:

The Mayor declared the ordinance adopted.

Richard Abrams, Mayor

Publish Date: February 21, 2010

Effective Date: May 15, 2010

Certification

I, Juanita Aguilar, Clerk of the City of Swartz Creek, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the Swartz Creek City Council at a regular meeting held on February 8th, 2010, at Swartz Creek City Hall, 8083 Civic Drive, Swartz Creek Michigan 48473, and that it was published by reference in the Swartz Creek News on February 21, 2010, 2010.

Juanita Aguilar, Clerk

Discussion Ensued.

YES: Porath, Abrams, Binder, Hicks, Hurt,

NO: Shumaker. Motion Declared Carried.

Adopt City-Wide Rates, Fees and Charges

Resolution No. 100208-06

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Porath

WHEREAS, the City collects rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

WHEREAS, such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are a necessary and essential part of the funding for the services that the City provides, and:

WHEREAS, the City's Code of Ordinances defines and provides for certain rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

WHEREAS, other such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

WHEREAS, the City has amended the City's Code of Ordinances to provide for various rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

WHEREAS, the City has need to implement additional rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

WHEREAS, the City desires to have all such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services organized into a single resolution that can be visited periodically and adjusted accordingly.

NOW, THEREFORE, Be It Resolved the City of Swartz Creek hereby sets its rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services in accordance with the following schedule, effective immediately or as soon as practical thereafter, except for rates pertaining to water and sanitary sewer, which shall become effective with the billing cycle beginning on January 21, 2010 through April 20, 2010, table as follows:

CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES

1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 20.00
(b) Angle parking violations	\$ 20.00
(c) Obstructing traffic	\$ 20.00

Prohibited parking (signs un-necessary)

(d) On sidewalk	\$ 20.00
(e) In front of drive	\$ 20.00
(f) Within intersection	\$ 20.00
(g) Within 15 feet of hydrant	\$ 20.00
(h) On crosswalk	\$ 20.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 20.00
(j) Within 30 feet of street side traffic sign or signal	\$ 20.00
(k) Within 50 feet of railroad crossing	\$ 20.00
(l) Within 20 feet of fire station entrance	\$ 20.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 20.00
(n) Beside street excavation when traffic obstructed	\$ 20.00
(o) Double parking	\$ 20.00
(p) On bridge of viaduct or within tunnel	\$ 20.00
(q) Within 200 feet of accident where police in attendance	\$ 20.00
(r) In front of theater	\$ 20.00
(s) Blocking emergency exit	\$ 20.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 20.00
(w) In alley (signs required)	\$ 20.00

Parking for prohibited purpose

(x) Displaying vehicle for sale	\$ 20.00
(y) Working or repairing vehicle	\$ 20.00
(z) Displaying advertising	\$ 20.00
(aa) Selling merchandise	\$ 20.00
(bb) Storage over 48 hours	\$ 20.00
(cc) Wrong side boulevard roadway	\$ 20.00
(dd) Loading zone violation	\$ 20.00
(ee) Bus, parking other than bus stop	\$ 20.00
(ff) Taxicab, parking other than cab stand	\$ 20.00
(gg) Bus, taxicab stand violations	\$ 20.00
(hh) Failure to set brakes	\$ 20.00
(ii) Parked on grade wheels not turned to curb	\$ 20.00
(jj) Parked on lawn extension within right of way	\$ 20.00

All \$20.00 violations not paid within 20 days will be assessed a \$10.00 late fee.

2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)

- A. A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court.
- B. Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court. In the event the court declines collection, they shall be billed direct to the defendant.
- C. For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Police Personnel	\$40	Per Hour
Police Clerical	30	Per Hour
Police Car	15	Per Hour
Fire Personnel	20	Per Hour
Fire Pumper	250	Per Hour
Fire Support Vehicles	100	Per Hour

4. Chapter 5: Cemetery Lots - Purchase

The cost for purchase of cemetery lots will be \$100.00 per lot.

5. Chapter 5: Cemetery, Charges for Grave Openings, etc.

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

6. Chapter 11: Park Reservation Fees

	<u>Elms Park</u>	
	Resident:	Non-Resident:
Pavilion #1	\$35.00	\$50.00
Pavilion #2	\$75.00	\$100.00
Pavilion #3	\$20.00	\$35.00
Pavilion #4	\$75.00	\$100.00
	<u>Winshall Park</u>	
	Resident:	Non-Resident:
Pavilion #1	\$35.00	\$50.00
Pavilion #2	\$35.00	\$50.00
Pavilion #3	\$35.00	\$50.00

*Fees will apply May through October, weekends (Saturday, Sunday) only.

7. Chapter 15: Permit, Sidewalk Installation

\$25.00

8. Chapter 15: Permit for Excavation, Right of Way or Other City Property

\$100.00

9. Chapter 19: Water System Use, Rates and Charges

(A) Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

Rates for Quarterly Billings

Readiness to serve charge (per metered account): \$35.83

Commodity charger (per 100 cubic feet of water consumed): \$3.54

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

(B) Any water customer may have water services temporarily shut off for any time period during which the premises for which the water service is provided will be unoccupied. The request for such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

(C) There shall be a Ten Dollar (\$10.00) charge for shutting off the water service pursuant to such request and a Ten Dollar (\$10.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00).

(D) Water customers shall continue to be billed for a readiness to service charge while connected to the system.

10. Chapter 19: Water & Sewer Tap Fees

(A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

(1) Single-family residence--\$1,500 each for water & sanitary sewer

(2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

(B) All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit

factors to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative.

11. Chapter 19: Sanitary Sewer Rates

Rates for Quarterly Billings

Readiness to serve charge (per metered account):	\$ 33.64
Readiness to serve charge (non-metered accounts):	\$109.34
Commodity charge (per 100 cubic feet of water consumed):	\$ 2.35

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city’s sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

12. Chapter 20: Weed Cutting Fees

\$300 per cut

13. Building & Trade Inspection Fees

A. Building Permit Fees: Appendix A 21.06

\$50.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

B. Electrical Inspection Fees

Application Fee (non-refundable) \$50

Service

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$25
Over 1200 Amp. (GFI only)	\$50
Circuits	\$5
Lighting Fixtures-per 25	\$6
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

Signs

Unit	\$10
Letter	\$15
Neon-each 25 feet	\$20
Feeders-Bus Ducts, etc.-per 50'	\$6
Mobile Home Park Site	\$6
Recreational Vehicle Park Site	\$4

K.V.A. & H.P.

Units up to 20	\$6
Units 21 to 50 K.V.A. or H.P.	\$10
Units 51 K.V.A. or H.P. & over	\$12

Fire Alarm Systems (excl. smoke detectors)

Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each

Data/Telecommunication Outlets

1-19 devices	\$5 each
20-300 devices	\$100
Over 300 devices	\$300
Energy Retrofit-Temp. Control	\$45
Conduit only or grounding only	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

C. Mechanical Inspection Fees

Application Fee (non-refundable)	\$50
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Residential Heating System (includes

duct & pipe, new building only)	\$50
Gas/Oil Burning Equipment (furnace, roof top units, generators)	\$30
Boiler	\$30
Water Heater	\$5
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems)	
RTU-Cooling only	\$30

Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5

Tanks

Aboveground	\$20
Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10

Piping-minimum fee \$25

Piping	\$.05/ft
Process piping	\$.05/ft

Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20

Air Handlers/Heat Wheels

Under 10,000 CFM	\$20
Over 10,000 CFM	\$60
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15

Fire Suppression/Protection

(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30

Inspections

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

D. Plumbing Inspection Fees

Application Fee (non-refundable)	\$50
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Mobile Home Park Site

Fixtures, floor drains, special drains,	\$5 each
Water connected appliances	\$5 each
Stacks (soil, waste, vent and conductor)	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each

Water Service

Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5

Sewers (sanitary, storm or combined)

Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each

Water Distributing Pipe (system)

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

14. Appendix B: Franchises

\$250 application fee plus actual expenses related to preparation by City Attorney.

15. Miscellaneous Fees

A. *Copies:*

Black & White: 50¢ for the first page & 10¢ for each additional page.

Color or Mixed Color and Black & White: 50¢ for the first page & 20¢ for each additional page.

B. *Freedom of Information Act Requests:*

50¢ for the first page and 10¢ for each additional page (20¢ for color or mixed color and black & white) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City.

C. *Police Reports:*

\$2 for copies under 25 pages. Extensive research, reproduction costs, etc. shall be charged in accordance with F.O.I.A. requests.

D. *Gun Registrations, Permits & Safety Inspections:*
No Charge

E. *Towing & Impound Fees:*
\$75 for each vehicle towed as incidental to arrest or civil custody. \$75 for each vehicle towed as abandoned. The Chief of Police may, at his/her discretion, waive any towing fee when in his/her opinion, special circumstance exists. A report shall be filed when any such action is taken.

F. *Weddings:*
\$25 per ceremony

G. *Fax Services:*
\$.50 per page for the first 10 pages, then \$.10 per page thereafter

H. *Notary Services:*
\$5.00 per visit

16. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees

A. Site Plan Review:

Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit
Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction
Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction
Consulting Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee

B. Building and Zoning:

Swimming Pool Permit	\$25
Zoning Permit	\$25
Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit	\$100
Home Occupation Permit	\$95
Variance Review	\$250 per variance

lot	Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per
	Public or Private Road Plan Reviews	\$400 per mile/fraction
	Consulting Fees	Actual consultant costs
	Zoning Code	\$10 CD, \$25 Paper Copy
	Engineering Standards Manual	\$10 CD, \$25 Paper Copy
C. <u>Subdivision Review</u>		
	Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
	Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
	Final Plat Review	\$160 plus \$1.00 per lot

17. Chapter 1: Municipal Civil Infraction Fines

Civic Infraction Citation Fines:

First Offense	\$100
Second Offense	\$200
Third Offense	\$300

Civic Infraction Notice Fines:

First Offense	\$75
Second Offense	\$150
Third Offense	\$250

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010

Discussion Ensued.

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

Adopt Revised Master Plan

Resolution No. 100208-07 (Carried)

Motion by Mayor Pro-Tem Porath
 Second by Councilmember Hurt

I Move the City of Swartz Creek accept the approval of the Planning Commission and adopt the Master Plan as submitted, and further, direct the staff to post and place the plan on file in a manner prescribed by law.

Discussion Took Place.

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

City Manager Contract

(Discussion Topic)

City Manager Bueche stated that he would have a contract ready by the next meeting.

FEMA Flood Plains

(Discussion Topic)

City Manager Bueche discussed the ordinance that was passed by the City Council to adopt the FEMA maps.

MEETING OPENED TO THE PUBLIC

John Gilbert, 7459 Miller Road, questioned the water ordinance. Mr. Gilbert asked whether a well for geothermal heat was allowed. City Manager Bueche stated that it was allowed as far as he knows.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker commended Officer Paul who was recently injured in the line of duty. Mr. Shumaker spoke of an Open House for the Senior Center February 12, 2010.

Mayor Pro-Tem Porath spoke about a grant the City received for fixing the HVAC system in the Public Safety building.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 8:13 p.m.

Richard Abrams, Mayor

Mary Jo Clark, Deputy City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
JANUARY 2010

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	17	0	0	0
#05-649	0	0	0	38
#05-346	7	0	79	0
#07-375	186	3	0	0
#05-275	76	4	0	2
#09-401	304	9	0	0
TOTAL	590	16	79	40

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 01/01/2010 to 01/31/2010

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	232.000	10.000	232.000	10.000
101 301 702.002	CLERICAL	140.000	3.000	140.000	3.000
PROTECTION					
101 301 702.003	UNIFORMED	464.250	36.000	464.250	36.000
101 301 702.005	TRAFFIC ENFORCEMENT	186.000	18.250	186.000	18.250
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	129.000	20.500	129.000	20.500
101 301 702.007	COURT	0.000	10.500	0.000	10.500
TRAINING					
101 301 702.008	TRAINING	0.000	9.500	0.000	9.500
LEAVE TIME					
101 301 702.010	VACATION	219.000	0.000	219.000	0.000
101 301 702.011	HOLIDAY	104.000	0.000	104.000	0.000
101 301 702.012	PERSONAL LEAVE	16.000	0.000	16.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	12.000	0.000	12.000	0.000
101 302 702.002	CLERICAL	12.000	0.000	12.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	21.750	2.500	21.750	2.500
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	136.000	4.500	136.000	4.500
LEAVE TIME					
101 303 702.010	VACATION	8.000	0.000	8.000	0.000
101 303 702.011	HOLIDAY	16.000	0.000	16.000	0.000
101 303 702.012	PERSONAL LEAVE	8.000	0.000	8.000	0.000
PROTECTION					

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
101 304 702.003	UNIFORMED	2.000	0.250	2.000	0.250
TRAINING					
101 304 702.008	TRAINING	12.000	0.000	12.000	0.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	144.000	20.000	144.000	20.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	9.000	0.000	9.000
265 333 702.007	COURT	0.000	2.000	0.000	2.000
NON-PRODUCTIVE					
265 333 702.011	HOLIDAY	16.000	0.000	16.000	0.000
265 333 702.013	FUNERAL	8.000	0.000	8.000	0.000
	TOTAL ALL HOURS	1,886.000	146.000	1,886.000	146.000

SWARTZ CREEK POLICE DEPT

Total Function Count
Month Ending: 01/31/2010

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	2	2
101 301 003.000	VERBAL WARNINGS	76	76
101 301 004.000	WRITTEN WARNINGS	20	20
101 301 005.000	FELONY ARRESTS	5	5
101 301 006.000	MISDEMEANOR ARRESTS	14	14
101 301 007.000	CALLS RECEIVED	183	183
101 301 008.000	TRAFF INJ ACCIDENTS	1	1
101 301 009.000	PROP DAMAG ACCIDENTS	10	10
101 301 010.000	SERVICE REQUESTS	1	1
101 301 011.000	MEETINGS	0	0
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	601	601
101 301 014.000	DESK ASSIGNMENTS	155	155
101 301 015.000	BUSINESS CHECKS	1285	1285
101 301 016.000	VACATION CHECKS	791	791
101 301 017.000	SUSP PERS CHECKED	39	39
TOTAL FUNCTIONS		3183	3183
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	0
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	0
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	9	9
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	0
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	0
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	6	6
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		15	15
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	0
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	1	1
101 303 007.000	CALLS RECEIVED	0	0
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	26	26
101 303 012.000	CONFERENCES	0	0

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	120	120
101 303 014.000	DESK ASSIGNMENTS	1	1
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	3	3
TOTAL FUNCTIONS		151	151
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	2	2
101 304 006.000	MISDEMEANOR ARRESTS	0	0
101 304 007.000	CALLS RECEIVED	2	2
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	3	3
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	1	1
101 304 019.000	VEHICLE SEARCHES	3	3
101 304 020.000	NARCOTIC SEARCHES	0	0
101 304 021.000	CURRENCY SEIZED	1	1
101 304 022.000	FORFEITURES	0	0
101 304 023.000	POSITIVE TRACKS	1	1
101 304 024.000	NEGATIVE TRACKS	0	0
101 304 025.000	AGENCY ASSISTS	0	0
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	0
TOTAL FUNCTIONS		13	13
TOTAL ALL FUNCTIONS		3362	3362

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	01/01/2010	01/31/2010

Number	Name	Date	Location	Description	Officer	Fine
T-1144500		01/01/10	HOLLAND AT MILLER	DROVE WRONG WAY ON ONE WA		
T-1074798		01/02/10	BRISTOL NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1144569		01/03/10	MILLER NEAR ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1144570		01/04/10	MILLER NEAR HAYES	SEAT BELT DRIVER/PASSENGER		
T-1144544-A		01/04/10	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1144544-B		01/04/10	ELMS NEAR PARKRIDGE	NO PROOF INSURANCE/POSSESE		
T-1144545		01/04/10	ELMS NEAR BRISTOL	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1144546-A		01/06/10	MILLER NEAR FAIRCHILD	SUSP/REVOKED/NEVER APPL.		
T-1144546-B		01/06/10	MILLER NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1144546-C		01/06/10	MILLER NEAR FAIRCHILD	UNREGISTERED VEHICLE		
T-1144571		01/11/10	MORRISH AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1144572		01/11/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144573-A		01/12/10	INGALLS AT HAYES	SUSP/REVOKED/NEVER APPL.		
T-1144573-B		01/12/10	INGALLS AT HAYES	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1144573-C		01/12/10	INGALLS AT HAYES	DISREGARDED TRAFFIC SIGNAL/A		
T-1144574		01/12/10	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/A		
T-1144211-A		01/14/10	INGALLS NEAR MORRISH	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1144211-B		01/14/10	INGALLS NEAR MORRISH	IMPROPER PLATE DISPLAY		
T-1144211-C		01/14/10	INGALLS NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144209-A		01/14/10	INGALLS NEAR MORRISH	FAILED TO STOP AT STOP SIGN		
T-1144209-B		01/14/10	INGALLS NEAR MORRISH	FAIL TO SIGNAL TURN		
T-1144209-C		01/14/10	INGALLS NEAR MORRISH	TINTED WINDOWS/NO WINDSHIEI		
T-1009831		01/15/10	BRISTOL NEAR ELMS	NO REGISTRATION IN POSSESSIC		
T-1144212		01/16/10	MILLER NEAR ELMS	RIGHT OF WAY AT INTERSECTION		
T-1144215		01/16/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144214		01/16/10	I-69 NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		
T-1144253		01/16/10	SEYMOUR NEAR OAKVIEW	RIGHT OF WAY AT INTERSECTION		
T-1144254		01/16/10	SEYMOUR NEAR OAKVIEW	SEAT BELT DRIVER/PASSENGER		
T-1144213		01/16/10		EXCEEDED POSTED SPEED LIMIT		
T-1144575		01/18/10	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1144602		01/19/10	FORTINO NEAR MORRISH	FAIR TO STOP FOR STOP SIGN		
T-1144216		01/20/10	I-69 NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1144217		01/20/10	MORRISH NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1144219-A		01/21/10	I-69 E/B NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1144219-B		01/21/10	I-69 E/B NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144222-A		01/22/10	I-69/WB NEAR MORRISH	VIOLATION INSTRUCTORS PERMI		
T-1144222-B		01/22/10	I-69/WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144222-C		01/22/10	I-69/WB NEAR MORRISH	RIGHT OF WAY AT INTERSECTION		
T-1144220		01/22/10	I-69 NEAR MORRISH	HEADLIGHTS		
T-1144221		01/22/10	MORRISH NEAR MAPLE	HEADLIGHTS		
T-1144223		01/22/10	MORRISH NEAR MARY ST	IMPEDE TRAFFIC		
T-1074799		01/24/10	BRISTOL NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144224-A		01/24/10	I-69 NEAR MORRISH	RIGHT OF WAY AT INTERSECTION		
T-1144224-B		01/24/10	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144603		01/24/10	MILLER RD,	DISREGARDED TRAFFIC SIGNAL/A		
T-1144604		01/24/10	SEYMOUR AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		

Tickets so far: 46	Charges so far: 46	Fines Subtotal: 0.00
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Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	01/01/2010	01/31/2010			

Number	Name	Date	Location	Description	Officer	Fine
T-1144548		01/25/10	MILLER NEAR 3RD	EXCEEDED POSTED SPEED LIMIT		
T-1144605		01/25/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144606		01/25/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144549		01/25/10	ELMS NEAR YARMY	NO PROOF INSURANCE/POSSESE		
T-1144152		01/25/10	MILLER NEAR SEYMOUR	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1144607		01/26/10	ELMS NEAR MILLER	HEADLIGHTS		
T-1144547-A		01/26/10	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1144547-B		01/26/10	MILLER NEAR ELMS	SEAT BELT 0-4 YR. RESTRAINT FF		
T-1144547-C		01/26/10	MILLER NEAR ELMS	SEAT BELT 0-4 YR. RESTRAINT FF		
T-1012846		01/27/10	MORRISH AT BRISTOL	FAILED TO YIELD LEFT TURN		
T-1009832-A		01/27/10	WINCHESTER VILLAGE -- CAPPY NE	RIGHT OF WAY AT INTERSECTION		
T-1009832-B		01/27/10	WINCHESTER VILLAGE -- CAPPY NE	EXCEEDED POSTED SPEED LIMIT		
T-1144653		01/29/10	I-69 AT RAMP 002C (MILLER EX)	FAILED TO MAINTAIN EQUIPMENT		
T-1144652-A		01/29/10	I-69 AT RAMP 002C (MILLER EX)	NO BRAKES		
T-1144652-B		01/29/10	I-69 AT RAMP 002C (MILLER EX)	FAILED TO MAINTAIN EQUIPMENT		
T-1144652-C		01/29/10	I-69 AT RAMP 002C (MILLER EX)	NO PROOF INSURANCE/POSSESE		
T-1144651-A		01/29/10	I-69 AT RAMP 002C (MILLER EX)	FAILED TO MAINTAIN EQUIPMENT		
T-1074800-A		01/30/10	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1074800-B		01/30/10	ELMS NEAR YARMY	NO PROOF INSURANCE/POSSESE		
Tickets Total: 65		Charges Total: 65		Fines Total:	0.00	

Uniform Crime Report

Report Criteria:

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

Class	Description	JAN 2009	JAN 2010	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	0
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	0	0
1300-1	NONAGGRAVATED ASSAULT	6	6	6
1300-2	AGGRAVATED/FELONIOUS ASSAULT	1	0	0
1300-3	INTIMIDATION/STALKING	2	0	0
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	0	2	2
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	1	1
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	0
2300-3	LARCENY - THEFT FROM BUILDING	2	0	0
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	1	0	0
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	0
2300-7	LARCENY - OTHER	1	0	0
2400-1	MOTOR VEHICLE THEFT	0	0	0
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	0	0
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	0
2600-2	FRAUD - CREDIT CARD/ATM	3	0	0
2600-3	FRAUD - IMPERSONATION	1	1	1
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	0
2600-6	FRAUD - BAD CHECKS	1	0	0
2700-0	EMBEZZLEMENT	1	0	0
2800-0	STOLEN PROPERTY	0	0	0

Uniform Crime Report

Report Criteria:

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

Class	Description	JAN 2009	JAN 2010	YR TO DATE
2900-0	DAMAGE TO PROPERTY	3	1	1
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	0
3000-2	RETAIL FRAUD - THEFT	0	0	0
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	2	2	2
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	0	0	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	0
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	0	2	2
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	0	0
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	0	0	0
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	1	1	1
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	1	0	0
5300-2	PUBLIC PEACE - OTHER	0	0	0
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	2	3	3
5400-2	OUIL OR OUID	4	0	0
5400-3	DRIVING LAW VIOLATIONS	8	7	7
5500-0	HEALTH AND SAFETY	0	1	1
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	1	1

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?			
0100-0	9900-9	Yes			
Class	Description	JAN 2009	JAN 2010	YR TO DATE	
7500-0	SOLICITATION	0	0	0	
7700-0	CONSPIRACY	0	0	0	
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0	
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0	
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0	
8900-4	WARRANTS	0	0	0	
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0	
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0	
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0	
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0	
9100-1	DELINQUENT MINOR	0	0	0	
9100-2	RUNAWAYS	0	0	0	
9200-1	DIVORCE AND SUPPORT	0	0	0	
9200-2	INCAPACITATION	0	1	1	
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0	
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0	
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0	
9300-1	PROPERTY DAMAGE ACCIDENT/PI	17	9	9	
9300-2	NON-TRAFFIC PDA	2	3	3	
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0	
9300-4	TOWED VEHICLE	1	0	0	
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0	
9300-6	TRAFFIC POLICING	0	0	0	
9400-1	FALSE ALARM ACTIVATION	0	0	0	
9400-2	VALID ALARM ACTIVATION	0	0	0	
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0	
9500-1	ACCIDENTAL FIRE	0	0	0	
9500-2	ACCIDENTAL EXPLOSION	0	0	0	
9500-4	OPEN BURNING	0	0	0	
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0	
9700-0	ACCIDENTAL SHOOTING	0	0	0	
9700-5	ACCIDENTAL DEATH-WATER	0	0	0	
9700-6	ACCIDENT - ALL OTHER	0	0	0	
9800-2	RECOVERED PROPERTY	0	0	0	
9800-3	PROPERTY INSPECTION	0	0	0	
9800-4	OTHER INSPECTIONS/WEAPONS	6	6	6	
9800-5	ALARMS	0	0	0	
9800-6	CIVIL	0	4	4	
9800-7	SUSPICIOUS SITUATION	1	0	0	
9800-8	LOST AND FOUND PROPERTY	1	0	0	
9800-9	OVERDOSE	0	0	0	
9900-1	SUICIDE	1	1	1	
9900-2	DOA - NATURAL	0	1	1	
9900-3	MISSING PERSON	0	0	0	
9900-7	SAFEKEEPING	0	0	0	
9900-8	DEPARTMENTAL ASSIST	0	2	2	
9900-9	GENERAL - NON CRIMINAL	6	3	3	

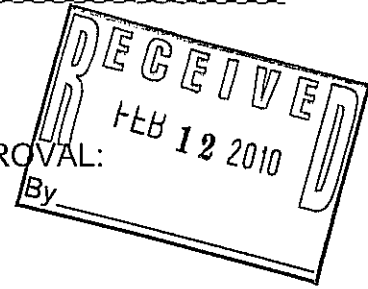
Uniform Crime Report

Report Criteria:

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

Class	Description	JAN 2009	JAN 2010	YR TO DATE
Totals:		75	58	58

DATE: FEBRUARY 15, 2010
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA AUTHORITY AGENDA



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

- II. APPROVAL OF MINUTES
 - A. JANUARY 18, 2010 MEETING:

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

- IV. PROFESSIONAL SERVICE REPORTS:
 - A. JANUARY FINANCIAL REPORT:
 - 1. Audit requirement discussion:

 - B.

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

 - B. HEALTH AND SAFETY COMMITTEE: Chairman Greg Childers (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)

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

 - D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Richard Derby, Ray Thornton and Attorney Bill Cavanaugh.
 - 1. Status of By Laws revisions

 - 2. Investment Policy

 - 3. Fund balance access and control for 2008 and 2009:

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

 - B.

- VII. NEW BUSINESS:
 - A. MEMBERS FOR PLACEMENT ON PROBATION: none
 - B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none
 - C. MEMBERS RESIGNING/TERMINATING: none
 - D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none
 - E. RECOMMENDATION FOR PROMOTION TO SERGEANT:
 - Attached you find a copy of the posting for the position of Sergeant, one position for each station. Interviews were held on Friday, February 12.

- VIII. GENERAL INFORMATION:
 - A. MUNICIPAL BILLINGS for January
 - B. JANUARY BILLS LIST
 - C. The flower fund balance is currently \$30.00.
 - D. Station 1 and 2 inventory lists
 - E. Genesee County Association of Fire Chief's Automatic Mutual Aid (AMA) dispatch protocol update.
 - F.
 - G.
 - H.
 - I.
 - J.

- IX. OPEN TO THE PUBLIC:
- X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE):
- XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:
- XII. COMMENTS FROM FIREBOARD MEMBERS:
- XIII. MEETING ADJOURNMENT:

REGULAR MEETING

JANUARY 18, 2010

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #2, January 18, 2010. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

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

Board Members Absent:

Staff Present:

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

Staff Absent:

Others Present:

- Jack King, Batt. Chief

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

- **Resolution 011810-01**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the addition of VII. A. to the agenda; the change to V.A. 1.2.3.&4 of the agenda, and approve the agenda as amended.

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

NO: None

Motion declared carried

D. SPECIAL PRESENTATION: NONE

II. APPROVAL OF MINUTES

A. DECEMBER 21, 2009 BOARD MEETING

- **Resolution 011810-02**

Motion by Norvel Johnson

Second by Rick Derby

The SCAFD Board does hereby approve the minutes of the December 21, 2009 board meeting, as presented.

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

NO: None

Motion declared carried

III. CORRESPONDENCE:

A. DECEMBER INCIDENT SUMMARY REPORT:

- **Resolution 011810-03**

Motion by Rick Derby

Second by Rick Clolinger

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

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

NO: None

Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. DECEMBER FINANCIAL STATEMENT: clarification to be sought on line item transfers

- **Resolution 011810-04**

Motion by Ray Thornton

Second by Dave Hurt

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

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

NO: None

Motion declared carried

B. DECEMBER BILLS LIST:

- **Resolution 011810-05**

Motion by Norvel Johnson

Second by Greg Childers

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

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

NO: None Motion declared carried

V. COMMITTEE REPORTS:

A. *BY-LAWS COMMITTEE MEETING:*

B. *HEALTH & SAFETY COMMITTEE: NONE*

C. *PERSONNEL COMMITTEE:*

D. *FIRE AGREEMENT COMPLIANCY COMMITTEE: report from Dave Hurt*

- **Resolution 011810-06**

Motion by Dave Hurt

Second by Rick Clolinger

The SCAFD Board does hereby approve the separation of the Rules and Regulations from the By-laws and approve the Rules and Regulations as presented.

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

NO: None Motion declared carried

VI. OLD BUSINESS

A. *APPARATUS UPDATE:*

1. *Monthly report from Batt. Chief King*

B. *EXTRICATION EQUIPMENT ANNUAL MAINTENANCE: follow-up report from Chief Cole*

VII. NEW BUSINESS

A. *BILLS LIST PROCEDURAL CHANGE:*

- **Resolution 011810-07**

Motion by Ray Thornton

Second by Dave Hurt

The SCAFD Board does hereby approve changing the bills list to an informational item

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

NO: None Motion declared carried

VIII. GENERAL INFORMATION

A. *MUNICIPAL BILLINGS*

B. *NEW MEMBER(S) TO BE PLACED ON PROBATION: NONE*

C. *MEMBER TO COME OFF PROBATION: NONE*

D. *MEMBERS RESIGNING/TERMINATING: B. Sipes*

- **Resolution 011810-08**

Motion by Dave Hurt

Second by Norvel Johnson

The SCAFD Board does hereby accept the voluntary resignation from Brian Sipes effective 12/31/09.

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

NO: None Motion declared carried

E. *MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE*

F. *FLOWER FUND IS \$30*

G. *SOG 302, 306, 404, 411, 412, 413, 422 AVAILABLE ON LINE AT <http://www.scafd.com/fireboard.html>*

H. *DBA COPY*

I. *SCAFD ORGANIZATIONAL CHART*

IX. OPEN TO THE PUBLIC: NONE

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

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

XII. COMMENTS OF THE FIREBOARD:

Thornton: Appreciates colleagues work on by-laws

Hurt: Please forgive coughing

Johnson: None

Derby: None

Childers: Thank you to Atty Cavanaugh for keeping his billing low

Clolinger: Thank you to Atty Cavanaugh for keeping his billing low

Thank you to Dave for his work on the fire agreement compliancy

Messer: Ditto

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 8:00 p.m. The next regular meeting will be 02/15/10 at Station 1 at 7:00 pm

MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 01/01/2010 through 01/31/2010

Printed: 02/08/2010

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec
0000001-000 10454 W Stanley RD	01/01/2010	16:46	12 111 AMA to Flushing, Committed		26 \$ 0	0.00 \$ 0	15.00	2:55:00
0000002-000 5451 Maura DR	01/02/2010	09:29	12 611 AMA to Flushing, canceled		23 \$ 0	0.00 \$ 0	12.00	0:31:00
					TABIT, STEPHEN D - CAPTAIN/EM			
0000003-000 8070 S Morrish RD	01/02/2010	11:34	12 111 AMA to Gaines Twp		26 \$ 0	0.00 \$ 0	9.00	2:06:00
					TABIT, STEPHEN D - CAPTAIN/EM			
0000004-000 5261 Birchcrest DR MS Deborah Walkup	01/03/2010	19:32	1 531 Smoke or odor removal Smoke	MS Deborah Walkup	13 \$ 0	0.00 \$ 0	9.00	0:41:00
					KING, JACK L - BATT CHIEF			
0000005-000 Directions 123.5 I-69; Btw Duffield & M-13 MS Diane L Doubledee	01/04/2010	06:59	1 352 Extrication, out before arrival	MS Diane L Doubledee	13 \$ 0	0.00 \$ 0	14.00	1:15:00
					KING, JACK L - BATT CHIEF			
0000006-000 1465 EAST DR	01/19/2010	04:56	12 111 Building fire; MA to Flint Twp		10 \$ 0	0.00 \$ 0	14.00	1:24:00
0000007-000 Directions 9048 Silver Lake; Argentine Twp Fire Sttion	01/23/2010	14:16	12 111 Mut Aid to Argentine Twp Stand in		23 \$ 0	0.00 \$ 0	24.00	5:14:00
0000008-000 8231 Miller RD MR devin mansfield	01/24/2010	20:18	1 151 Outside rubbish, trash or waste	MR devin mansfield	12 \$ 0	0.00 \$ 0	4.00	0:42:00
0000009-000 9440 Miller RD Kivett's	01/24/2010	21:40	1 531 Smoke Investigation	Kivett's	15 \$ 0	0.00 \$ 0	10.00	0:50:00
					COLE, BRENDT J - LIEUTENANT			
0000010-000 Directions E Interstate 69; Sheridan and Duffield MR Wade A Crooks	01/26/2010	20:42	12 622 Brake fire on Semi = out		18 \$ 0	7.00 \$ 0	12.00	0:47:00
					KING, JACK L - BATT CHIEF			

Incidents by Shift Including Exposures

No. Resp.	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4
Totals: 179	16:25:00	\$ 0	\$ 0	0	3	5	2	0

The total number of incidents, including exposure fires is 10.

The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the One Month Ending January 31, 2010

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
Revenues						
3582	OPERATING CONTRIBU	96,950.00	96,950.00	237,300.00	140,350.00	(0.41)
3583	EQUIPMENT CONTRIBU	0.00	0.00	30,600.00	30,600.00	0.00
3628	MISC. INCOME (SUNDR	0.00	0.00	0.00	0.00	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	8.18	8.18	300.00	291.82	(0.03)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	96,958.18	96,958.18	268,200.00	171,241.82	(0.36)
Expenses						
4703	SOCIAL SECURITY	(2,868.85)	(2,868.85)	12,100.00	14,968.85	(0.24)
4704	STAFF SALARIES	2,630.78	2,630.78	45,500.00	42,869.22	0.06
4705	MAIN/TRAIN-SALARIES	0.00	0.00	10,900.00	10,900.00	0.00
4706	OFFICER SALARIES	0.00	0.00	15,000.00	15,000.00	0.00
4707	FIREFIGHTERS SALARY	0.00	0.00	74,000.00	74,000.00	0.00
4708	DEFERRED COMPENSA	0.00	0.00	4,800.00	4,800.00	0.00
4709	MEDICAL-FIREFIGHTER	0.00	0.00	6,170.00	6,170.00	0.00
4727	OFFICE SUPPLIES	0.00	0.00	2,700.00	2,700.00	0.00
4728	BUILDING SUPPLIES	0.00	0.00	700.00	700.00	0.00
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	590.02	590.02	8,650.00	8,059.98	0.07
4801	CONTRACT SERVICES	0.00	0.00	5,700.00	5,700.00	0.00
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	188.85	188.85	3,350.00	3,161.15	0.06
4910	INSURANCE	17,909.00	17,909.00	26,000.00	8,091.00	0.69
4920	UTILITIES	(40.51)	(40.51)	17,000.00	17,040.51	0.00
4960	EDUCATION & TRAININ	(1,400.00)	(1,400.00)	5,030.00	6,430.00	(0.28)
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	(1,051.98)	(1,051.98)	13,860.00	14,911.98	(0.08)
4978	FIRE EQUIP.-MAINT/REP	1,415.00	1,415.00	15,300.00	13,885.00	0.09
4979	FIRE EQUIPMENT-UPGR	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatu	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMEN	0.00	0.00	600.00	600.00	0.00
4988	COMPUTER SOFTWARE/	300.00	300.00	600.00	300.00	0.50
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	17,672.31	17,672.31	268,200.00	250,527.69	0.07
	Net Income/<Loss>	79,285.87	79,285.87	0.00		
3400	FUND BALANCE-Beginni	0.00	61,469.95	0.00		
	Fund Balance-End of Year	79,285.87	140,755.82	0.00		

**SWARTZ CREEK AREA FIRE DEPARTMENT
INVESTMENT & CASH MANAGEMENT POLICY**

I. POLICY

It is the policy of the Swartz Creek Area Fire Authority to invest public funds in a manner that will provide the highest investment return with the maximum security while meeting long term major equipment purchasing needs of the Swartz Creek Area Fire Board. The policy will conform to all State statutes and local ordinances governing the investment of public funds.

II. SCOPE

This investment policy applies to all financial assets of the Swartz Creek Area Fire Board. These funds are accounted for in the Swartz Creek Area Fire Authority's Annual Financial Report.

III. INVESTMENT OBJECTIVES

The following investment objectives, in priority order, will be applied in the management of the Swartz Creek Area Fire Board's funds.

Safety

The primary objective of the Swartz Creek Area Fire Authority's investment activity is the preservation of capital in the overall portfolio and the protection of investment principal.

The authorized investment staff will employ mechanisms to control risks and diversify investments regarding specific security types or individual financial institutions.

Liquidity

The investment portfolio will remain sufficiently liquid to enable the Swartz Creek Area Fire Authority to meet equipment purchasing requirements, which might be reasonably anticipated.

Return on Investment

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio. Return on investments shall be of secondary importance compared to the safety and liquidity objectives above.

IV. PRUDENCE

In managing its investment portfolio, Swartz Creek Area Fire Authority officials shall avoid any transaction that might impair public confidence. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs,

not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the overall portfolio. Investment officers of the Swartz Creek Area Fire Board, acting in accordance with State statute, this investment policy, written procedures as may be established, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion, and appropriate action is taken to control adverse developments.

V. DELEGATION OF AUTHORITY

Authority to manage Swartz Creek Area Fire Authority investment program is derived from the following: P.A. 1943, No. 20., as amended by P.A. 1988 No. 285 SS1.

Management responsibility for the investment program is hereby delegated to the Fire Chief and in the absence of the Fire chief the Accounting/Clerical Specialist who shall establish written procedures for the operation of the investment program consistent with this investment policy. Oversight will be provided by the Swartz Creek Area Fire Authority through the Board Treasurer. Procedures should include reference to: safekeeping, PSA repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Swartz Creek Area Fire Authority. The Swartz Creek Area Fire Authority shall be responsible for all transactions undertaken.

VI. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair or create the appearance of an impairment on their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Fire Chief and the Board Treasurer any material financial interests in financial institutions that conduct business with the unit, and they shall further disclose any large personal financial investment positions that could be related to the performance of the Swartz Creek Area Fire Authority's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the Swartz Creek Area Fire Board, particularly with regard to the time of purchases and sales.

VII. SAFEKEEPING AND CUSTODY

Authorized Financial Dealers and Institutions – The Fire Chief will maintain a list of financial institutions approved by the Swartz Creek Area Fire Authority. In addition,

a list will also be maintained of approved security broker/dealers selected by credit-worthiness, who maintain an office in the State of Michigan or who are "primary" dealers or regional dealers that qualify under Securities and Exchange Commission rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by State law.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements for the most recent fiscal year; certification of having read and agreeing to abide by the Swartz Creek Area Fire Authority's investment policy and the pertinent State statutes; proof of national Association of Security Dealers certification; and proof of State of Michigan registration, where applicable.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Swartz Creek Area Fire Authority through the Fire Chief. Information indicating a loss or prospective loss of capital on existing investments must be shared with the Swartz Creek Area Fire Board immediately upon notification.

VIII. INTERNAL CONTROLS

The Fire Chief shall establish a system of internal controls, documented in writing, which is designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Swartz Creek Area Fire Board. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefit likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The Fire Chief shall initiate an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

All securities purchased by the Swartz Creek Area Fire Authority under this section shall be properly designated as an asset of the Board and held in safekeeping by a third party custodial bank or other third party custodial institution, chartered by the United States government or the State of Michigan, and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Fire Chief as authorized herein, at the direction of the Swartz Creek Area Fire Authority. Internal controls will also encompass at a minimum the additional issues:

Separation of functions including transaction authority from accounting and record-keeping, delegation of authority to subordinate staff members written confirmation of telephone transactions, specific guidelines regarding securities losses and remedial action, documentation of decisions made by the Swartz Creek Area Fire Authority

and avoidance of physical delivery securities. Further all confirming written transactions shall be signed by the Fire Chief and the Board Treasurer or in his/her absence the Board Chairman.

IX. DELIVERY VS. PAYMENT

All trades will be executed by delivery vs. payment to ensure that securities are deposited in an eligible financial institution prior to release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

The Swartz Creek Area Fire Authority will execute third party custodial agreement(s) with its bank(s) and depository institution(s). Such agreements will include letters of authority from the Swartz Creek Area Fire Authority, details as to responsibilities of each party, notification of security purchases, sales, delivery, repurchase agreements and wire transfers, safekeeping and transactions costs, procedures in case of wire failure or other unforeseen mishaps including liability of each party.

X. AUTHORIZED AND SUITABLE INVESTMENTS

1. The Swartz Creek Area Fire Board is empowered by State statute (1988 Public Act 239, M.C.L. 129.91) to invest in the following types of securities:
 - a. Bond, securities, and other obligations of the United States, or an agency or instrumentality of the United States including securities issued or guaranteed by the Government National Mortgage Association;
 - b. Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank which is a member of the federal deposit insurance corporation or a savings and loan which is a member of the federal savings and loan insurance corporation or a credit union which is insured by the national credit union administration, but only if the bank, savings and loan or credit union is eligible to be a depository of surplus funds belonging to the state under section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended;
 - c. In United States government or federal agency obligation repurchase agreements.
 - d. In banker's acceptances of United States banks;
 - e. Mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with the authority to purchase only investment vehicles that are legal for direct investment by the Board. This authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
 - f. Investment pools through an inter-ocal agreement under the urban cooperation act of 1967, 1967 (Excess) PA 7, MCL 124.501 to 124.512. All of the pools are limited to investments described in Sections a-f.
 - g. Investment pools organized under the surplus funds investment pool act, 1982 PA 367, 129.11 to 129.118. All of the pools are limited to investments described in Sections a-f.
2. The Investment Officer is restricted to investments that meet the statutory restrictions above and limitations on security issues and issuers as detailed below:

- a. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom the Swartz Creek Area Fire Authority has negotiated a Master Repurchase Agreement or with the Swartz Creek Area Fire Authority's primary bank. Repurchase Agreements must be signed with the bank or dealer and must continue provisions similar to those outlined in the Public Security Association's model master Repurchase Agreement.
- b. Certificates of Deposit shall be purchased only from financial institutions, which qualify under Michigan law and are consistent with Opinion No. 6168, Opinions of the Attorney General (1982).
- c. To the extent possible, the Fire Chief will attempt to match investments with anticipated cash flow requirements. Specific Swartz Creek Area Fire Authority's approval is necessary for investments exceeding eighteen months. Unless matched to a specific cash flow requirement, the Swartz Creek Area Fire Board will not directly invest in securities maturing more than 10 years from the date of purchase. No more than 25 percent of the Swartz Creek Area Fire Board's total investment portfolio shall be placed in securities maturing in more than 10 years. No more than 50 percent of investment vehicles maturing in any given month shall be of non-liquid nature (non-negotiable CDs, commercial paper, etc.)
- d. Up to 50 percent may be invested in commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and which matures not more than 270 days after the date of purchase; Commercial Paper held in the portfolio which subsequently receives a reduced rating shall be closely monitored and sold immediately if the principal invested may otherwise be jeopardized.
- e. Investments will be diversified by security type and institutions. With the exception of U.S. treasury securities and authorized investment pools (as a long-term investment program), no more than 50 percent of the total investment portfolio will be invested in a single security type or with a single financial institution. With the exception of using affiliates of the major Banking Institute and upon receipt of written confirmation that funds are fully insured when held by the affiliates.

XI. PERFORMANCE STANDARDS

The Swartz Creek Area Fire Authority's investment strategy is passive. Given this strategy, the basis used by the Fire Chief to determine whether market yields are being achieved shall be the three (3) month U.S. Treasury bill and the average Federal Funds rate.

XII. REPORTING

All investment transactions shall be recorded in the various funds of the Swartz Creek Area Fire Authority in accordance with Generally Accepted Accounting Principles as declared by the Government Accounting Standards Board.

The Fire Chief shall submit a semi-annual investment report to the Swartz Creek Area Fire Authority that provides the principal and type of investment, annualized yield,

earnings for the period, market price and a summary report of cash and investments maintained in each financial institution.

Material deviations from performance standards (section XIII) shall be reported immediately to the Swartz Creek Area Fire Authority.

XIII. INVESTMENT POLICY ADOPTION

The Swartz Creek Area Fire Authority investment policy shall be adopted by resolution of the Swartz Creek Area Fire Authority. Modifications made at any time or when necessitated by State statutory revision must be approved by the Swartz Creek Area Fire Authority. Investments conforming to the investment policy guidelines prior to any amendatory act are hereby validated.

AS OF: February 11, 2010
TO: Swartz Creek Area Fireboard
RECORDED BY: Fire Chief Brent Cole
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service.
12	91 Pumper	Station 2	In service.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service.
	Jan. 21: Repairs completed, returned to service. Cost of repairs was \$5,999.43 (a \$500.00 deductible was paid out of account 4978).		
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.

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

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

INVOICE

Invoice Number: 020811
 Invoice Date: Feb 8, 2010
 Page: 1
 Duplicate

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

Ship to:

Customer ID	Customer PO	Payment Terms
CLAY01		Due at end of Month
Sales Rep ID	Shipping Method	Ship Date
	Courier	2/28/10

Quantity	Item	Description	Unit Price	Amount
251.00	FIRE02	FIRE SERVICE 01/2010	12.95	3,251.32

Subtotal	3,251.32
Sales Tax	
Total Invoice Amount	3,251.32
Payment/Credit Applied	
TOTAL	3,251.32

Check/Credit Memo No:

3251.32

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

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

INVOICE

Invoice Number: 020810
 Invoice Date: Feb 8, 2010
 Page: 1
 Duplicate

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

Ship to:

Customer ID	Customer PO	Payment Terms
CITY01		Due at end of Month
Sales Rep ID	Shipping Method	Ship Date
	Courier	2/28/10

Quantity	Item	Description	Unit Price	Amount
228.00	FIRE02	FIRE SERVICE 01/2010	12.97	2,956.32

Subtotal	2,956.32
Sales Tax	
Total Invoice Amount	2,956.32
Payment/Credit Applied	
TOTAL	2,956.32

Check/Credit Memo No:

2956.32

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

					31-Jan-10
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
1/4/2010	15309	BUSINESS MICRO RESOURCE	\$300.00	4988	FIRETOOLS SOFTWARE UPDATE
1/4/2010	15310	CLAYTON TWP	\$40.51	4920	SEWER-STA 2
1/4/2010	15311	SCAFA	\$418.00	22024	ASSOC. DUES
			\$17.84	22025	ASSOC. PAGERS
1/4/2010	15312	FRIEND OF THE COURT	\$29.50	22026	FRIEND OF THE COURT
1/4/2010	15313	ICMA	\$504.75	22023	DF COMP EE PORTION
		(INTERNTL CITY/COUNTY MGT ASSOC.)	\$264.00	4708	DF COMP ER PORTION
1/4/2010	15314	PAYROLL	\$7,256.65	1002	PAYROLL-FF
1/4/2010	15315	STEVENSON COMPANY	\$17,909.00	4910	FLEET INSURANCE
1/4/2010	15316	TIME EMERGENCY	\$340.00	4976	BRASS SHUT OFF
			\$15.00	4727	SHIPPING
1/11/2010	15317	CHASE	\$2,695.43	22021	12/09 SOC SEC
1/11/2010	15318	GILL ROYS	\$6.28	4741	EQUIPMENT SUPPLIES
			\$11.16	4728	BUILDING SUPPLIES
1/11/2010	15319	ICMA	\$69.42	22023	DF COMP EE PORTION
1/11/2010	15320	PAYROLL	\$1,075.14	1002	PAYROLL-STAFF
1/11/2010	15321	SCOTT TIRES	\$444.60	4741	41-21
1/11/2010	15322	STATE OF MICHIGAN	\$421.43	22022	12/09 STATE TAX
1/11/2010	15323	SUBURBAN AUTO	\$21.05	4741	OIL/ANTIFREEZE
1/11/2010	15324	VALLEY PETROLEUM	\$70.29	4741	FUEL
1/11/2010	15325	VISA	\$34.70	4960	REHAB SUPPLIES
			\$51.60	4728	BUILDING SUPPLIES
			\$80.68	4741	BATTERIES
			\$288.00	4978	AED BATTERIES
			\$255.22	4727	SHIPPING/OFFICE SUPPLIES
1/18/2010	15326	COMCAST	\$188.85	4850	PHONE/INTERNET-STA 1
1/18/2010	15327	CONSUMERS ENERGY	\$720.61	4920	UTILITIES STA 2
1/18/2010	15328	FLUSHING LAWN & TRACTOR	\$35.00	4978	VENT SAW MAINT.
1/25/2010	15329	CITY OF SWARTZ CREEK	\$1,352.73	4920	UTILITIES STA 1
1/25/2010	15330	ICMA	\$69.42	22023	DF COMP EE PORTION
1/25/2010	15331	MML	\$126.00	4910	2009 W.C. AUDIT
1/25/2010	15332	PAYROLL	\$1,173.11	1002	PAYROLL-STAFF
1/25/2010	15333	VALLEY PETROLEUM	\$145.42	4741	FUEL
1/25/2010	15334	LTM AUTO, TRUCK, TRAILER	\$1,380.00	4978	PUMP MAINT.
			(\$2,695.43)	22021	12/09 SOC SEC
			(\$421.43)	22022	12/09 STATE TAX
			\$2,643.19	22021	01/10 SOC SEC PAYABLE

14

Station I

STATION I INVENTORY

	<i>Est. Value</i>		<i>Est. Value</i>
BAY		RESCUE 17	
Firefighting Equipment	\$744.00	1979 4X4 COBRA	City
Building Equipment	\$1,875.00	V#CK1339B160091	owns this
		Loose Equipment	truck
			\$576.00
ENGINE 11	\$90,000.00	CLOSET 9	\$760.00
1998 Pierce Saber Pumper		CLOSET 8	\$500.00
V#4P1CT02U2WA000242		CLOSET 7	\$136.00
Loose Equipment	\$9,349.00	CLOSET 5	\$1,460.00
41 ENGINE 12	\$60,000.00	ISSUED EQUIPMENT	\$2,582.00
1991 Pierce Lance Pumper		RADIO ROOM	
V#4P1CT02D7MA000606		Furniture	\$110.00
Loose Equipment	\$7,526.00	Equipment	\$55.00
		Radios	\$351.00
SQUAD 16	\$2,500.00	DAY ROOM	
1990 Chevy Squad Truck		Furniture	\$75.00
V#1GCKP32J813322061		Equipment	\$160.00
Loose Equipment	\$1,960.00	CLERICAL OFFICE	
OFFICERS ROOM		Furniture	\$75.00
Furniture	\$130.00	Equipment	\$190.00
Equipment	\$290.00		
CHIEF'S OFFICE			
Furniture	\$155.00		
Equipment	\$270.00		
Radios	\$10.00		

112

Station II

STATION II INVENTORY

	<i>Est. Value</i>		<i>Est. Value</i>
OFFICE		RADIO ROOM	
Furniture	\$110.00	Furniture	\$45.00
Equipment	\$75.00	Equipment	\$140.00
		Radios	\$335.00
DAY ROOM		UNISEX ROOM	
Furniture	\$335.00	Equipment	\$250.00
Equipment	\$105.00		
KITCHEN		STORAGE ROOM	
Equipment	\$45.00	Equipment	\$270.00
		Uniforms	\$699.00
UTILITY ROOM		FURNACE ROOM	
Furniture	\$40.00	Equipment	\$7.00
Building Equipment	\$30.00		
Firefighting Equipment	\$286.00	TANKER 23	\$30,000.00
SQUAD 26	\$2,500.00	1992 International 2654	
1993 Chevrolet K 3500		V#1HTGHPBT2NH426291	
V#1GCHK33K2PJ397534		Loose Equipment	\$1,048.00
Loose Equipment	\$651.00		
BAY AREA		ENGINE 21	
Building Equipment	\$452.00	1999 Pierce Saber Pumper	
Firefighting Equipment	\$353.00	V# 491CT02U9XA001485	
		Loose Equipment	\$6,061.00
GRASS 27			
1979 Dodge 30 Mini Pumper		Township	
V#W41GT95I38438		owns	
Loose Equipment	\$637.00	this truck	



Genesee County Association of Fire Chief's Automatic Mutual Aid (AMA)

Problem Statement

Given the current financial situation faced by all municipalities, they are looking to reduce costs. Automatic Mutual Aid (AMA) is now dispatched on all "possible" structure fires. A review, of AMA calls dispatched, shows that in over 50% of these incidents AMA is cancelled, resulting in unnecessary costs to the fire department giving mutual aid. The criteria used to determine if there is an actual structure fire must be more narrowly defined to reduce the number of cancelled AMA calls.

Current Practice

Local municipalities and fire departments have sought to assist their residents in reducing homeowner's insurance premiums, by reducing their ISO rating using AMA's. In other instances, departments who have experienced limited resources during certain hours of the day, have used AMA's to insure an adequate number of firefighters are available to respond to structure fires.

"Structure fire" is very broadly interpreted to mean any incident where there is even a remote possibility that the structure is on fire.

Not all fire departments have AMA's. AMA's vary from municipality to municipality.

Objective

The objective is to establish a clearer and narrower definition of "structure fire" and there by reduce cancelled AMA calls by 50%.

Proposed Changes

The first step that needs to be taken is to establish criteria for a "structure fire". Changing dispatch of AMA from "possible structure fire" to "confirmed structure fire" will be the starting point.

If the caller **can not** be certain that the structure is on fire, then AMA will not be dispatched. If the dispatcher has any questions, after dispatching the appropriate department, as to whether AMA should have been dispatched, they should ask the first fire unit enroute if they want AMA dispatched. It will then be up to the fire officer to request AMA.

Below is a sample list of incidents where AMA should and should not be dispatched.

<u>Question/Situation</u>	<u>Send AMA</u>
Caller does not sees flames or smoke actually coming from the structure (maybe calls)	No
Caller smells an odor of smoke, no smoke seen	No
Caller hears a smoke alarm, but does not see smoke or flame	No
Caller says that their oven or other appliance is on fire, confined to appliance	No
Caller says they have a grease fire confined to a pan on the stove	No
Caller sees smoke and/or flames coming directly from a structure	Yes
Multiple calls reporting a structure fire	Yes
Chimney Fire	Yes

Genesee County Association of Fire Chief's Automatic Mutual Aid (AMA)

It must be understood that there will be instances where AMA *is not* dispatched and was needed and instances where AMA *is* dispatched and was not needed. Fire Officers must be extremely tolerant when this occurs and not criticize dispatchers for using their discretion. We are asking dispatchers to help us resolve this problem. We need to work together to accomplish this objective and no get caught up in the "blame game".

For this to work, all Genesee County Fire Chief's, who use AMA, must agree to adopt this criteria.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION
ZONING BOARD OF APPEALS
2009 ANNUAL REPORT

To: The Honorable Richard Abrams & The Swartz Creek City Council
From: The Swartz Creek Planning Commission
Subject: 2009 Annual Report

Greetings,

Introduction

In addition to the Planning Commission minutes that are delivered monthly to the City Council, the following is a summary report of the activities of the Planning Commission and Zoning Board of Appeals for the calendar year of 2009. This report is not to be confused with the monthly building report. Rather, this document is intended to summarize the general status and open-meeting decisions made by the Planning Commission (PC) and Zoning Board of Appeals (ZBA).

Summary Findings

The present state of both the PC and ZBA are excellent. Attendance and participation are high, resources are generally adequate, and all plans, procedures, and policies are up to date. The only downside is that applications for review are down and resources for training and travel of the boardmembers are noticeable strained. It is hoped that a rebound in the local commercial development market might ameliorate both problems.

As observed below, the Planning Commission saw limited activity in 2009. Their big projects were a revision to the Zoning Ordinance early in the year and the subsequent review of the City's Master Plan, which is still ongoing. There was also the approval of the Senior Center expansion. The ZBA on the other hand met only once last year for their annual meeting! There is a meeting scheduled in February for an accessory structure variance, but I do not see many more applications coming any time soon.

Concerning membership, both boards have retained their existing membership through reappointments. Attendance with the Planning Commission is more than adequate. Attendance with the ZBA (for their only meeting in 2009) was also sufficient. Current boardmembers appear to be active and take a strong interest in their respective fields.

Facts & Figures on Projects

Below is an exhaustive list of projects that were reviewed by the Planning Commission and Zoning Board of Appeals.

Project	Type	Review	Location	Size/Units	Value	Month	Approval	Status
Swartz Creek Senior Center	PC, Institutional Development	Site Plan	8095 Civic	~4,600 Sq Ft	~\$0.5M	May	Yes	Near Completion
Swartz Creek Master Plan	PC, Internal Document	Statute	City-wide	N/A	Priceless	July-?	Pending	Near Completion

Boardmembers & Commissioners

Below is the current list of the PC and ZBA membership.

PLANNING COMMISSION	
Robert Florine	5914 Cross Creek
James Florence	4296 Springbrook
Kathy Ridley	3414 Elms
Carl Conner	4061 Elms
Douglas Stephens (Chairperson)	5250 Birchcrest
Bud Grimes	5171 Oakview Drive
C. David Hurt	9214 Chesterfield
Paul Bueche (Secretary)	8083 Civic Dr
Richard Abrams	5352 Greenleaf Dr

ZONING BOARD OF APPEALS	
Douglas Stephens	5250 Birchcrest
Ronald Smith, Secretary	9194 Chesterfield
Curt Porath Council Rep	4485 Frederick St.
Ronald Schultz, Chairperson	4279 Springbrook
James Packer, Vice Chairperson	7216 Miller Rd.
Bradley Stiff (Alternate)	9040 Chesterfield Dr.
John Gilbert (Alternate)	7459 Miller Rd.

Conclusions - Looking Forward

In the coming year, it really does look like there will not be a lot going on concerning development or other reviews for these two bodies. While some housing projects continue to see a few permits a year for development, things are very slow. Furthermore, the commercial market is all but dried up as well. With Meijer delayed, it does not appear that

there will be any new developments for some time. The only area that is seeing any permit activity (building permits only) is the downtown. There has been a small increase here towards remodeling and restructuring some businesses.

Please contact me directly if you have any comments or inquiries on the matter. We are happy to receive comments in person, in writing, over the phone, or via e-mail. Please visit the city website at www.cityofswartzcreek.org for more contact information.

Sincerely,

/S/

Adam H. Zettel, AICP
Assistant City Manager & Zoning Administrator
City of Swartz Creek



City of
Swartz
Creek

City Offices

M-F 8am-4:30pm
810.635.4464
810.635.2887 fax

Police Department

Emergency 911
M-F 8am-5pm
810.635.4401
810.635.3728 fax

Public Services Department

M-F 8am-4:30pm
810.635.4464

15-January-2010

Mr. & Mrs. LARRY BUSH
7394 West Bristol Road
Swartz Creek, Michigan 48473

Re: **Morrish Road Paving Project, Release of Right of Way**

Dear **Mr. & Mrs. Bush**,

The City will begin work this spring, as soon as weather permits, in paving Morrish Road from I-69 to north of Bristol, inclusive of a distance east and west of the Morrish – Bristol Intersection. The work will include widening, curbs, gutters, storm drainage, asphalt surfacing and signage. Widening work related to the intersection requires that the City obtain additional Right of Way (ROW) along the northeast and southwest corners. Although not warranted at this time, the ROW's will allow for the installation of traffic signals if and when they might be needed.

I kindly ask that you review these documents and call me to arrange a meeting at your earliest convenience. I can be reached at (810)-635-4464.

In advance, your time and attention is greatly appreciated.

Sincerely,



PAUL BUECHE

City Manager
(810)-635-4464

Copy

City Engineer





City of
Swartz
Creek

City Offices

M-F 8am-4:30pm
810.635.4464
810.635.2887 fax

Police Department

Emergency 911
M-F 8am-5pm
810.635.4401
810.635.3728 fax

Public Services Department

M-F 8am-4:30pm
810.635.4464

15-January-2010

Mr. JAMES FORTINO

4360 South Morrish Road
Swartz Creek, Michigan 48473

Re: **Morrish Road Paving Project, Release of Right of Way**

Dear **Mr. Fortino**,

The City will begin work this spring, as soon as weather permits, in paving Morrish Road from I-69 to north of Bristol, inclusive of a distance east and west of the Morrish – Bristol Intersection. The work will include widening, curbs, gutters, storm drainage, asphalt surfacing and signage. Widening work related to the intersection requires that the City obtain additional Right of Way (ROW) along the northeast and southwest corners. Although not warranted at this time, the ROW's will allow for the installation of traffic signals if and when they might be needed.

I kindly ask that you review these documents and call me to arrange a meeting at your earliest convenience. I can be reached at (810)-635-4464.

In advance, your time and attention is greatly appreciated.

Sincerely,

PAUL BUECHE

City Manager
(810)-635-4464

Copy

City Engineer



RELEASE OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: Larry and Sara Bush party of the first part, whose address is 7394 W Bristol Rd, Swartz Creek, MI 48473, for and in consideration of the sum of _____ and other good and valuable consideration paid to them by City of Swartz Creek, party of the second part, whose address is 8083 Civic Drive, Swartz Creek, MI 48473, does hereby grant, convey and release to the said party of the second part, a permanent easement and right-of-way in which to construct, operate, maintain, repair and/or replace a traffic signal over, across, under and through the following parcels of land situated in the Township of Clayton, Genesee County, Michigan and described as:

Parcel No: 04-25-300-020

A PARCEL OF LAND BEG AT SW COR OF SEC TH N 0 DEG 09 MIN 44 SEC W 538.2 FT TH N 89 DEG 50 MIN 18 SEC E 250 FT TH N 0 DEG 09 MIN 44 SEC W 256.69 FT TH N 89 DEG 51 MIN 52 SEC E 1334 FT TH S 0 DEG 09 MIN 44 SEC E 795 FT TH S 89 DEG 51 MIN 52 SEC W 634 FT TH N 0 DEG 09 MIN 44 SEC W 300 FT TH S 89 DEG 51 MIN 52 SEC W 600 FT TH S 0 DEG 09 MIN 44 SEC E 300 FT TH S 89 DEG 51 MIN 52 SEC W 350 FT TO PL OF BEG SEC 25 T7N R5E (04) 23.3 A FR 04-25-300-013

In a private easement and right-of-way, thereof, which is to be located approximately as follows:

All that part of the above described parcel of land lying Southwesterly of a line described as beginning at a point which is Northerly, along the West line of Section 25, 108.00 feet from the Southwest corner of said section; thence Southeasterly to a point on the South line of said section which is 108.00 feet Easterly along said South line from the Southwest corner of said section. Except that part lying within the rights-of-way of Bristol Road and Morrish Road.

and the City of Swartz Creek, and the Genesee County Road Commission shall have the right to enter upon sufficient land adjacent to said easement and right-of-way for the purpose of the construction, repair and/or replacement thereof. This conveyance includes a release of any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers, except that if the said premises shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part and except that any existing buildings, structures or fences, the removal or demolition of which shall be removed or demolished at the expense of the party of the second part. This instrument shall be binding upon and inure to the benefit of the parties, hereto, their representatives, successors, and assigns.

IN WITNESS WHEREOF, the part _____ of the first part hereunto affixed _____ signature(s) this ___ day of _____ AD, 20__.

In the presence of:

_____ (L.S.)
_____ (L.S.)
_____ (L.S.)
_____ (L.S.)

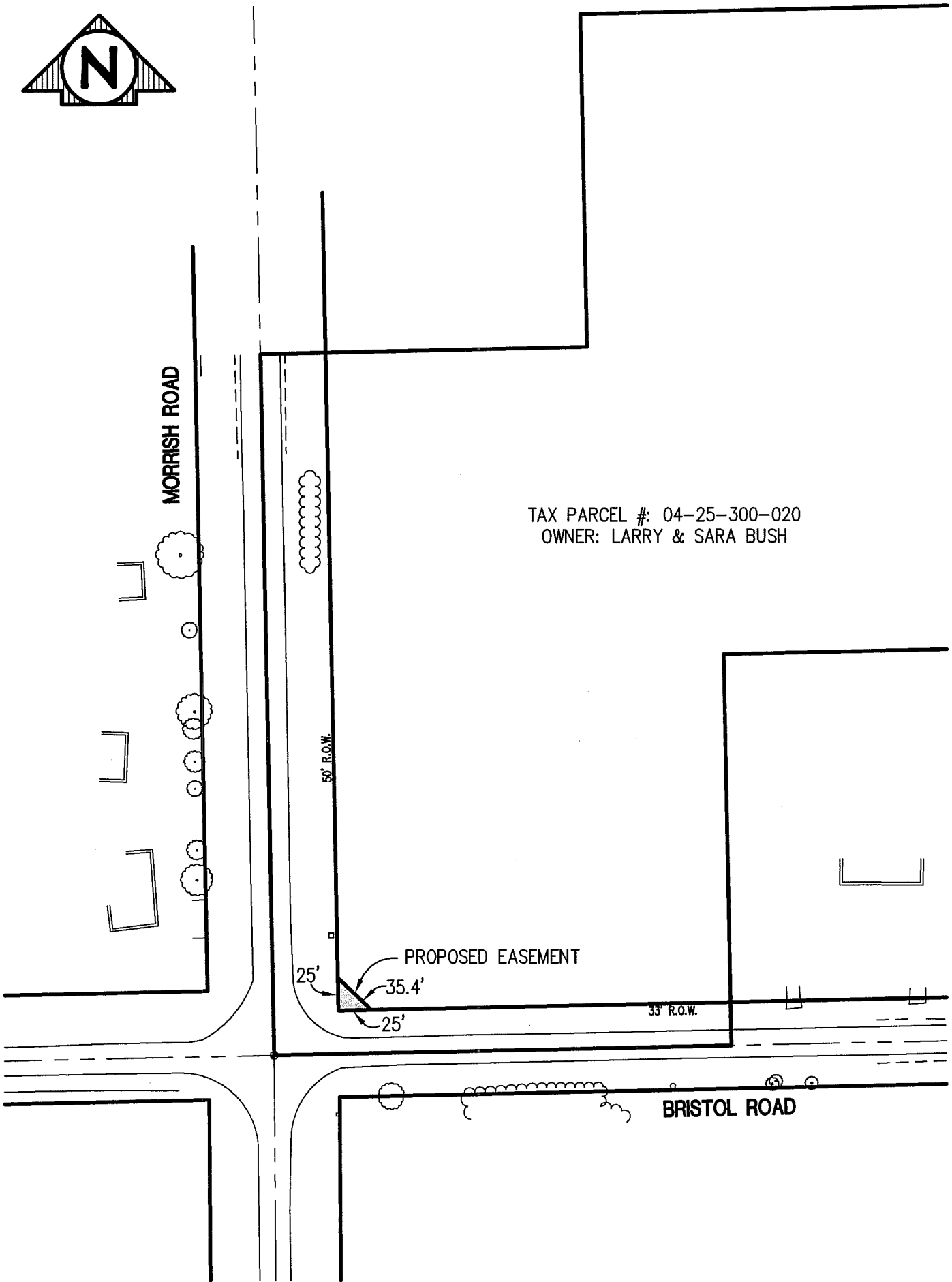
STATE OF MICHIGAN)
COUNTY OF GENESEE)SS

On this ___ day of _____, 20__, before me, notary public, in and for said County, personally appeared _____ to me known to be the person(s) described in and who executed the same as his/her/their free act and deed.

Notary Public, _____ County, MI
My commission expires:

PREPARED BY:
ROWE Professional Services Company
PO Box 3748
Flint, MI 48502

EASEMENT SKETCH



TAX PARCEL #: 04-25-300-020
OWNER: LARRY & SARA BUSH

PROPOSED EASEMENT
25' 35.4' 25'
50' R.O.W.
33' R.O.W.

CITY OF SWARTZ CREEK

SECTION 35 T7N - R5E CITY OF SWARTZ CREEK
GENESEE COUNTY, MICHIGAN

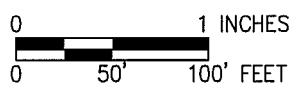


ROWE PROFESSIONAL SERVICES COMPANY

The ROWE Building
540 S. Saginaw St., Ste. 200; P. O. Box 3748
Flint, MI 48502

O: (810) 341-7500
F: (810) 341-7573
www.rowepsc.com

FIELD:	N/A
DRAWN:	MAC
CHECKED:	JJF
DATE:	JANUARY 6, 2010
REVISED:	
SHEET:	1 OF 1
SCALE:	1" = 100'



JOB NO.: 08C0159

RELEASE OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS: that Meijer, Inc., a corporation formed under the laws of the State of Michigan, party of the first part, whose address is 2929 Walker Ave NW, Grand Rapids, MI 49544-9424 for and in consideration of the sum of _____ and other good and valuable consideration paid to it by City of Swartz Creek, party of the second part, whose address is 8083 Civic Drive, Swartz Creek, MI 48473, does hereby grant, convey and release to the said party of the second part a permanent easement and right of way in which to maintain the roadway, over, across, and through the following parcel(s) of land situated in the City of Swartz Creek, Genesee County, County, Michigan described as:

Parcel No: 58-36-100-001

ALL THAT PART OF W 1/2 OF NW 1/4 LYING NLY OF A LINE DESC AS BEG 730.95 FT N OF W 1/4 COR OF SEC TH S 71 DEG 28 MIN 24 SEC E 659.12 FT AND N 87 DEG 12 MIN 50 SEC E TO POINT OF ENDING SEC 36 T7N R5E 62 A

In a public easement and right of way thereon which is to be located approximately as follows:

The Easterly 93.00 feet of the Westerly 143.00 feet of the Southerly 17.00 feet of the Northerly 50.00 feet of the above described parcel.

and the City of Swartz Creek and the Genesee County Road Commission shall have the right to enter upon sufficient land adjacent to said easement and right of way for the purpose of the construction, repair and/or replacement thereof. This conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except that if the said premises shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part and except that any existing building, structures or fences, the removal or demolition of which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the expense of the party of the second part.

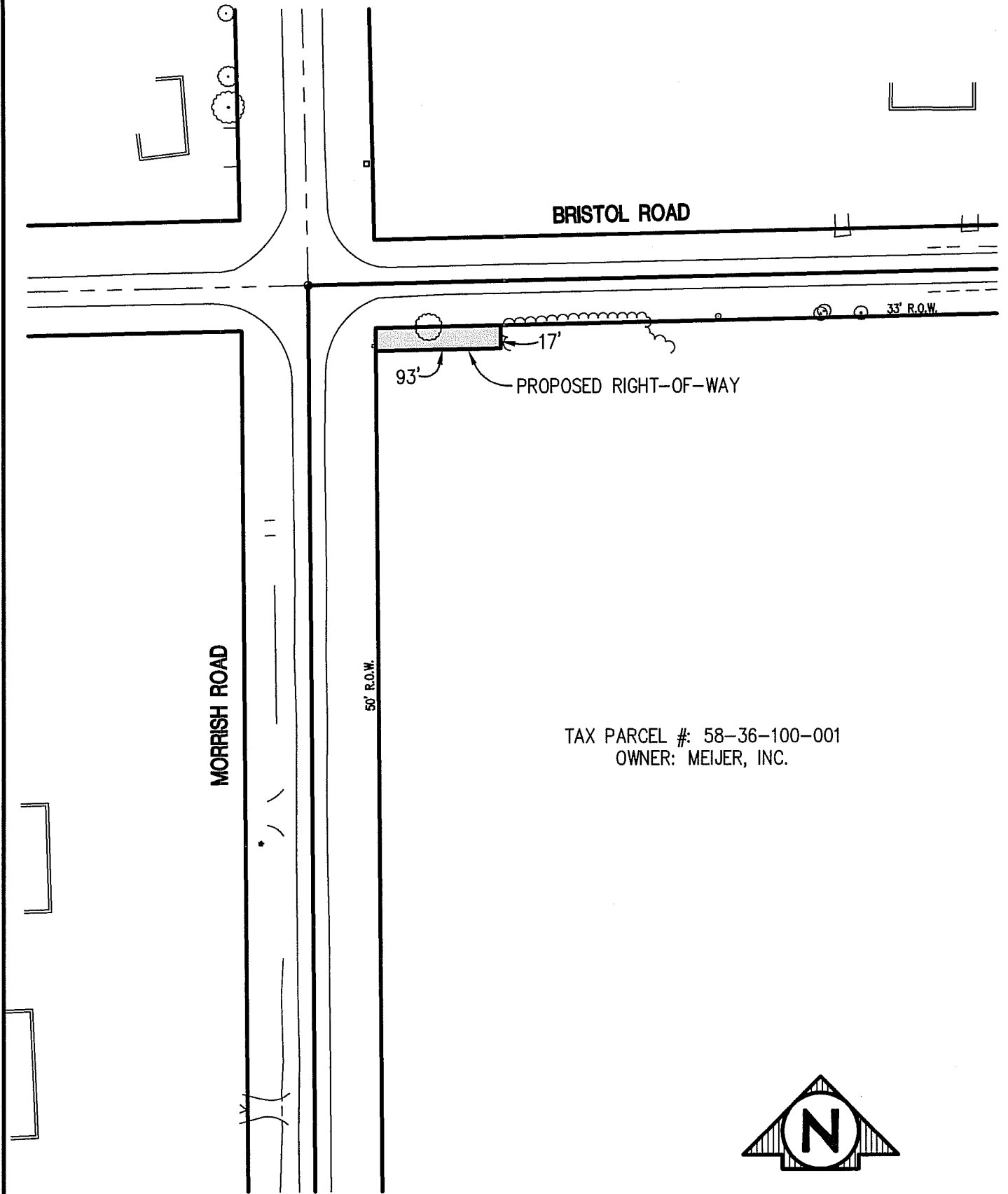
The instrument shall be binding upon and inure to the benefit of the parties hereto, their representative, successors and assigns.

IN WITNESS WHEREOF, THE SAID _____ has caused these presents to be signed in its name
(company)
by its _____ and sealed with its corporate seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of:

_____	_____	_____
Witness Signature	Printed Name	Name of Corporation
_____	_____	By _____
Witness Signature	Printed Name	_____
_____	_____	Its _____
Witness Signature	Printed Name	_____
_____	_____	By _____
Witness Signature	Printed Name	_____
	Corporate Seal	Its _____

EASEMENT SKETCH



TAX PARCEL #: 58-36-100-001
OWNER: MEIJER, INC.



CITY OF SWARTZ CREEK

SECTION 35 T7N - R5E CITY OF SWARTZ CREEK
GENESEE COUNTY, MICHIGAN

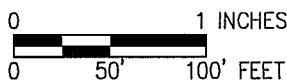


ROWE PROFESSIONAL SERVICES COMPANY

The ROWE Building
540 S. Saginaw St., Ste. 200; P. O. Box 3748
Flint, MI 48502

O: (810) 341-7500
F: (810) 341-7573
www.rowepsc.com

FIELD:	N/A
DRAWN:	MAC
CHECKED:	JJF
DATE:	JANUARY 6, 2010
REVISED:	
SHEET:	1 OF 1
SCALE:	1" = 100'



JOB NO.: 08C0159

RELEASE OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: James P. Fortino party of the first part, whose address is 4360 Morrish Rd, Swartz Creek, MI 48473, for and in consideration of the sum of _____ and other good and valuable consideration paid to him by City of Swartz Creek, party of the second part, whose address is 8083 Civic Drive, Swartz Creek, MI 48473, does hereby grant, convey and release to the said party of the second part, a permanent easement and right-of-way in which to construct, operate, maintain, repair and/or replace a traffic signal over, across, under and through the following parcels of land situated in the City of Swartz Creek, Genesee County, Michigan and described as:

Parcel No: 58-35-200-014

A PARCEL OF LAND BEG AT NE COR OF SEC TH S 89 DEG 23 MIN 19 SEC W 360 FT TH S 00 DEG 05 MIN 32 SEC W 360 FT TH N 89 DEG 23 MIN 19 SEC E 360 FT TH N 00 DEG 05 MIN 32 SEC E 360 FT TO PLACE OF BEG SEC 35 T7N R5E 2.98 A (94) FR O-27-C-

In a private easement and right-of-way, thereof, which is to be located approximately as follows:

All that part of the above described parcel of land lying Northeasterly of a line described as beginning at a point which is Southerly, along the East line of Section 35, 108.00 feet from the Northeast corner of said section; thence Northwesterly to a point on the North line of said section which is 108.00 feet Westerly along said North line from the Northeast corner of said section. Except that part lying within the rights-of-way of Bristol Road and Morrish Road.

and the City of Swartz Creek and the Genesee County Road Commission shall have the right to enter upon sufficient land adjacent to said easement and right-of-way for the purpose of the construction, repair and/or replacement thereof. This conveyance includes a release of any and all claims for damage arising from or incidental to the exercise of any of the foregoing powers, except that if the said premises shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part and except that any existing buildings, structures or fences, the removal or demolition of which shall be removed or demolished at the expense of the party of the second part. This instrument shall be binding upon and inure to the benefit of the parties, hereto, their representatives, successors, and assigns.

IN WITNESS WHEREOF, the part _____ of the first part hereunto affixed _____ signature(s) this ___ day of _____ AD, 20__.

In the presence of:

_____ (L.S.)
_____ (L.S.)
_____ (L.S.)
_____ (L.S.)

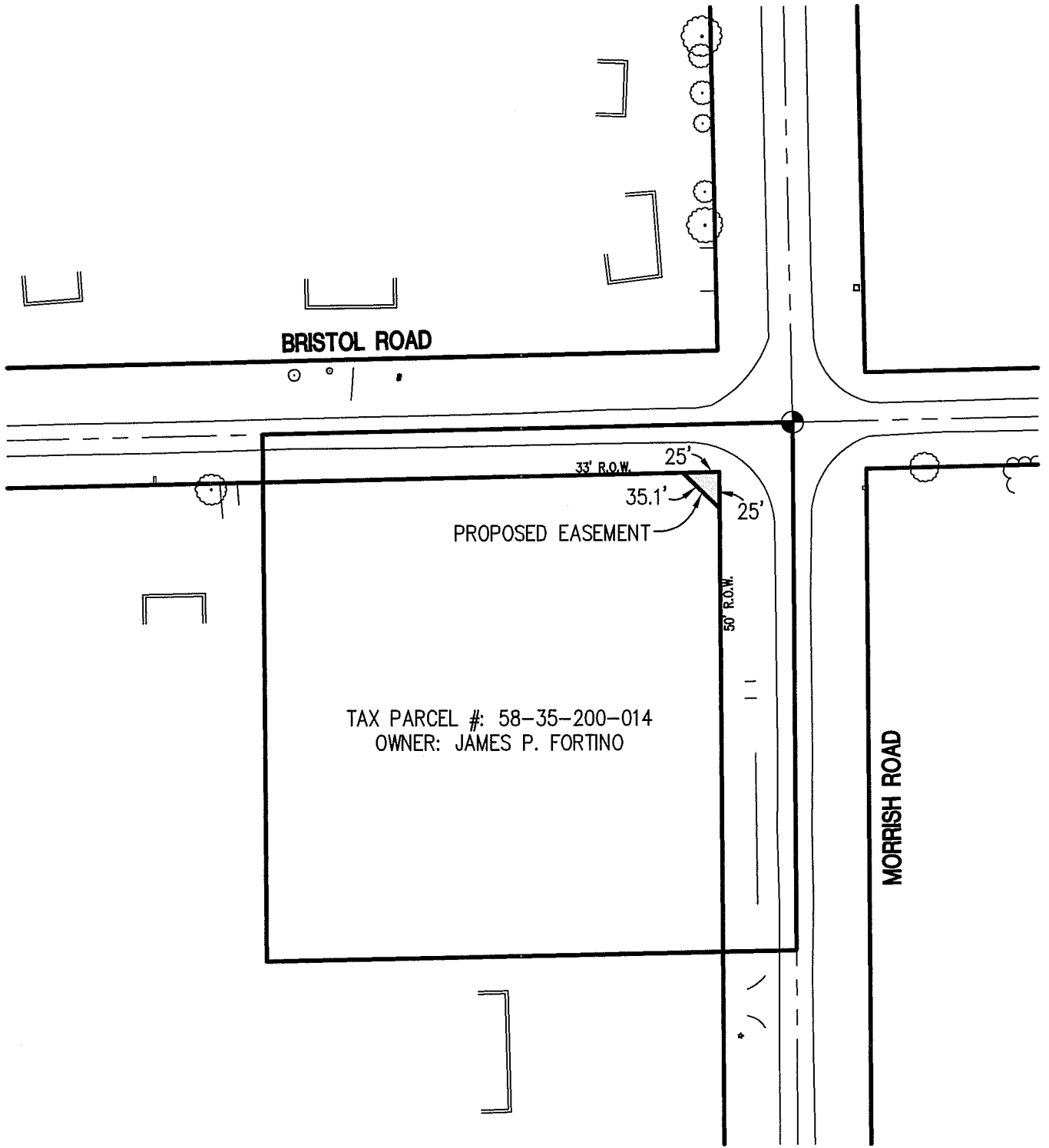
STATE OF MICHIGAN)
COUNTY OF GENESEE)SS

On this ___ day of _____, 20__, before me, notary public, in and for said County, personally appeared _____ to me known to be the person(s) described in and who executed the same as his/her/their free act and deed.

Notary Public, _____ County, MI
My commission expires:

PREPARED BY:
ROWE Professional Services Company
PO Box 3748
Flint, MI 48502

EASEMENT SKETCH



CITY OF SWARTZ CREEK

SECTION 35 T7N - R5E CITY OF SWARTZ CREEK
GENESEE COUNTY, MICHIGAN

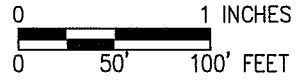


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540 S. Saginaw St., Ste. 200; P. O. Box 3748
Flint, MI 48502

O: (810) 341-7500
F: (810) 341-7573
www.rowepsc.com

FIELD:	N/A
DRAWN:	MAC
CHECKED:	JJF
DATE:	JANUARY 6, 2010
REVISED:	
SHEET:	1 OF 1
SCALE:	1" = 100'



JOB NO.: 08C0159

Paul Bueche

From: Adam Zettel
Sent: Wednesday, February 17, 2010 3:22 PM
To: Paul Bueche
Subject: FW: Swartz Creek lot
Attachments: TWA Swartz Creek.pdf

See attached and below. If you are comfortable using this, we can approve this Monday and start work.

Adam Zettel, AICP

City of Swartz Creek
 Assistant City Manager & Zoning Administrator
 8083 Civic Drive
 Swartz Creek, MI 48473
 ph: (810)-635-4464
 fax: (810)-635-2887

The information contained in this message and any attachments are intended for the personal and confidential use of the designated recipients. This message and any attachments may be a work product that is privileged and confidential. If you are not the intended recipient or have received this message in error, do not review, disseminate, distribute or copy this message or any attachments. If you have received this communication in error, please notify us immediately by telephone.

From: Jacqueline Pethers [mailto:PethersJ@michigan.gov]
Sent: Wednesday, February 17, 2010 1:31 PM
To: Adam Zettel
Subject: RE: Swartz Creek lot

Hi Adam-

Attached is the TWA I mentioned before. As I've been told here at MDOT, it is an authorization for work and is signed by MDOT. I hope this will ease any concerns the City has.

Once the work has been done and invoices received, mail the TWA and the invoice to us and we'll process it.

Thanks, Jackie

>>> "Adam Zettel" <AZettel@cityofswartzcreek.org> Tuesday, February 16, 2010 8:43:43AM >>>
 Good morning Jacqueline,

We are thrilled to get the money to do this work on behalf of the State, but there are some concerns. Though Michigan is probably as reliable as any source out there to pay towards work not secured or otherwise formally agreed to, there have been issues in the past where promised MDOT monies have been extremely late or risk not being paid at all. The 'jobs today' program is an example. I know this has nothing to do with you guys in Davison, but the city secured a loan that the State was supposed to pay off over a year ago through this program and this hasn't happened yet. The rumor is that the funds have been reallocated and we may never see the promised money for that project (~\$600k). I suspect the State will meet this obligation at some point, but it still has our elected officials nervous. With that said, I think my boss (rightfully so) is reluctant to have the City Council approve this expenditure without something assuring a reimbursement.

I am not sure how to move forward to accomodate our City Council's concerns without risking the ability to do this work. That is why I was hoping that a quick agreement or work order could be generated. Let

me know what you think

Take care,

Adam Zettel, AICP

City of Swartz Creek
 Assistant City Manager & Zoning Administrator
 8083 Civic Drive
 Swartz Creek, MI 48473
 ph: (810)-635-4464
 fax: (810)-635-2887

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From: Jacqueline Pethers [mailto:PethersJ@michigan.gov]
Sent: Tuesday, February 16, 2010 8:00 AM
To: Adam Zettel
Subject: RE: Swartz Creek lot

Morning Adam-

Bob Zielinski our electrical lighting guru in Lansing said the plans you sent look goo to him. Please proceed with the lighting installation.

Thanks, Jackie

>>> "Adam Zettel" <AZettel@cityofswartzcreek.org> Friday, February 12, 2010 3:37PM >>>
 Hi Jackie,

Is it possible to get a purchase order from MDOT for this project. I don't know if the City Council can approve this expense without an agreement/request to do the work.

Let me know how we should move forward. I am leaving work shortly, but i will be back in the office on Tuesday.

Have a good weekend,

Adam Zettel, AICP

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From: Jacqueline Pethers [mailto:PethersJ@michigan.gov]

Sent: Friday, February 12, 2010 3:00 PM
To: Adam Zettel
Subject: RE: Swartz Creek lot

Adam,

I'm just going to forward this to our electrical guy here. Just to get his nod of approval first before you authorize the work.

Talk with you soon, Jackie

>>> "Adam Zettel" <AZettel@cityofswartzcreek.org> Friday, February 12, 2010 2:25PM >>>
 Hi Jackie,

Attached are the quotes. These were not sealed bids by the way.

So, we are ok to order the low-bid work done?

Also, what is a TWA?

Adam Zettel, AICP

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 Assistant City Manager & Zoning Administrator
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 Swartz Creek, MI 48473
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From: Jacqueline Pethers [mailto:PethersJ@michigan.gov]
Sent: Friday, February 12, 2010 1:01 PM
To: Adam Zettel
Cc: Paul Bueche; Keith Brown; Jim Gibson
Subject: Re: Swartz Creek lot

Hi Adam-

We will set up the lighting to be paid as a TWA.

Please send us your three bids.

You can go ahead and authorize the work on your end. Once you receive the bills bring them into the office here and we will process the TWA, it's a fairly quick process.

If you have any questions, contact Jim Gibson (989-239-2632).

Thanks, Jackie

Jackie Pethers, PE
 Cost & Scheduling Engineer

MDOT Davison TSC
desk: (810) 658-4029 ext 307
cell: (810) 614-0002
pethersj@michigan.gov

>>> "Adam Zettel" <AZettel@cityofswartzcreek.org> Friday, February 05, 2010 9:10AM >>>
Hello Jacqueline!

We finally have a cost to get electrical to the park 'n' ride site in Swartz Creek on Miller Rd. We also have a couple bids on the lighting work. Please see the attached.

The Consumers cost is: \$3,829
The low lighting bid is: \$18,155
Total: \$21,984

What is our next step?

Let me know when you can, and have a good weekend!

Adam Zettel, AICP

City of Swartz Creek
Assistant City Manager & Zoning Administrator
8083 Civic Drive
Swartz Creek, MI 48473
ph: (810)-635-4464
fax: (810)-635-2887

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TRANSPORTATION WORK AUTHORIZATION

Fiscal Control No. 106200
 Division Auth No.
 Control Section No.
 Fed No.
 Job No. 100518 Phase: 00
 Trunk Line No. 10069
 Fed. Item No.
 Signal or Pole No.
 Region
 Division Maintenance

Type of Work Carpool Lot Lighting
 Work to be Performed by City of Swartz Creek
 (If not under terms of trunk line maintenance contract give contract number)
 Contract No.
 Location I-69 @ Miller Rd. Swartz Creek Carpool Lot Facility # 625007
 County

Estimated Project Cost	Starting Date 02/22/2010	Estimated Completion Date 09/30/2010	Date Work Completed
------------------------	-----------------------------	---	---------------------

A (1) Labor	\$.00	Description of Work to be performed: (All materials incorporated in the work will be accepted on the basis of a visual inspection by a representative of the performing agency. The Department retains the right to sample and test at its option.) FURNISH ALL LABOR AND MATERIELS TO INSTALL LIGHTING TO THE SWARTZ CREEK CARPOOL LOT, ON 4 POLES. (NO OVER RUNS ALLOWED WITHOUT PRIOR APPRVAL)
B Materials	\$.00	
C Equipment	\$.00	
D Overhead	\$.00	
E Other		
Subcontract		
Telephone		
Power		
Dept. of Labor		
F Less:		
Salvage Credits		
G Total Est. Cost	\$ 21,984.00	
Estimated By City of Swartz Creek Prepared By Jim Gibson		

PLEASE NOTE > An overrun of the estimate in excess of 10 percent (except an overrun less than \$100) must either have prior approval of the Authorizing Division or must be accompanied by an explanation outlining unforeseeable difficulties encountered while performing the work which resulted in the overcharge.

Percent	Name of those participating in the Overhead costs	FEDERAL PARTICIPATION ACTION BY FHWA OR _____
		Approved _____ Date _____
		Not Eligible _____ Date _____
		See Letter / PR 1240 Dated _____ (attach copy if available)
		Required only when work is to be performed by direct or contract maintenance forces.
		Reviewed by <i>Richard Hemming</i> Date <u>2-17-10</u> Region Operations Engineer
Authorized:		Reviewed by _____ Date _____
By <i>James G. [Signature]</i>	Date <u>2-17-10</u>	Region/TSC/Division

AGY	AY	INDEX NO.	PCA NO.	AGENCY OBJ.	GRANT	PH.	PROJ	PH	AG1	AG2	AG3	AMOUNT
591		33615	13500	3539	010069	25	100518	25		1350		\$ 21,984.00

TRANSPORTATION WORK AUTHORIZATION

INSPECTION AND COMPLETION REPORT

Attach to Performing Agency copy of Work Authorization.

Type of Work Carpool Lot Lighting Work to be Performed by <u>City of Swartz Creek</u> (If not under terms of trunk line maintenance contract, enter contract number)	Fiscal Control No. 106200 Division Auth. No. Control Section No. Fed No. Job No. 100518 Phase: 00 Trunk Line No. 10069 Fed. Item No. Signal or Pole No. Region Division Maintenance
Location I-69 @ Miller Rd. Swartz Creek Carpool Lot Facility # 625007	
Township, city or village County	

WORK COMPLETION AND MATERIALS APPROVAL

The following information is to be supplied by the performing agency upon completion of the work and forwarded to the Region office of the originating Division. If any deviation from work description was necessary, explain in detail under Remarks.

All work specified on this Authorization was completed on _____ (Date).

Signature	Title	Date
-----------	-------	------

Remarks

INSPECTION AND APPROVAL

The following information is to be supplied by the Region/TSC office.

I certify the installation was inspected and approved on _____ (Date) and that the traffic work was in accordance with the authorized work.

Signature	Title	Date
-----------	-------	------

Remarks

of the members of the commission constitute a quorum for conducting the business of the commission. The commission shall take no action or make any determinations without a concurrence of a majority of the members appointed and serving on the commission. The commission shall elect a chairman from among its members. "Session days" means any calendar day on which the commission meets and a quorum is present. The members of the commission shall receive no compensation, but they shall be entitled to their actual and necessary expenses incurred in the performance of their duties.

(Ord. No. 122, § 5, 6-23-75)

State law reference—Similar provisions, MCL 117.5c(c).

Sec. 2-280. Compensation procedure.

The procedure for establishing the compensation of elected officials may be changed by charter amendment or revision.

(Ord. No. 122, § 5, 6-23-75)

State law reference—Similar provisions, MCL 117.5c(d).

Secs. 2-281—2-380. Reserved.

ARTICLE VI. PURCHASING

DIVISION 1. GENERALLY

Secs. 2-381—2-400. Reserved.

DIVISION 2. PURCHASING DEFINITIONS

Sec. 2-401. Definitions.

As used in this article:

- (1) *Purchasing agent* or *agent* means the city manager.
- (2) *Contract* includes contracts for services, subject to the exclusions mentioned in this division, and shall include any type of service; lease for grounds, buildings, offices, or maintenance of equipment, machinery, and other city-owned personal property. The term "contract" shall not include professional and other contract services which may be unique and not subject to competition.

(Ord. No. 351, § 1, 2-14-00)

DIVISION 3. PURCHASING

Sec. 2-402. General purchasing policy.

(a) It is the intent of this policy to provide for competitive pricing involved in all purchases and contracts, except as specifically provided for in this division. The purchasing agent shall prepare rules concerning purchasing for the city.

- (1) *Transactions less than \$5,000.00.* The purchasing agent, subject to budgetary appropriations, is authorized to make purchases of materials and equipment and contract for labor or materials in an amount not to exceed \$5,000.00, without further approval of the city council.

Except for those situations requiring the need for sealed bids, the purchasing agent, shall consider all circumstances surrounding the purchase to be made or the service to be provided. If it is in the best interest of the city, the purchasing agent shall deal with sources within the city.

- a. *Quotations.* The purchasing agent shall secure or cause to be secured quotations from no less than two sources in all transactions involving expenditures of \$2,500.00 or more and less than \$5,000.00. The purchasing agent shall maintain a written record of the quotations received.
- b. *Other.* Transactions involving expenditures less than \$2,500.00 may be authorized by the purchasing agent in such manner and from such source as the purchasing agent may determine.

- (2) *Transactions of \$5,000.00 or more.* The purchasing agent shall secure sealed bids in all transactions involving an expenditure of \$5,000.00 or more.

- a. *Sealed bids shall not be required in the following instances:*
 - 1. *Where the subject of the purchase or contract is other than a public work or improvement and the product or material to be transacted for is not competitive in nature, provided that in no instance*

shall such product or material be transacted for without prior council approval.

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

i. Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature; and

ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids.

3. In the employment of professional services, provided that in no instance shall such professional service be contracted for without prior council approval.

4. If the city elects to use city personnel.

(b) *Sealed bid requirements.*

(1) Sealed bids shall be required by the purchasing agent by mailing a copy of the specifications or requirements to such qualified vendors as may be known to the purchasing agent or the agent's designee, and by filing a copy of the request with the office of the city clerk.

(2) Unless fixed by the council, the purchasing agent shall prescribe the amount of any security to be deposited with any bid and, in the case of construction contracts, the amounts of labor and materials or performance bond to be required of the successful

bidder. Such security shall be in the form of a certified or cashier's check or bond written by a surety company authorized to do business in the state.

(3) Bids shall be opened in public at the time and place designated in the bid notice. Bids shall be opened by either the purchasing agent, the city clerk or their designee and at least one other city employee. Immediately following the opening, the bids shall be examined, tabulated, and made available for public inspection.

(4) The tabulation of the bids shall be submitted to the council at the next regular council meeting. The council in its discretion may accept the lowest bid, reject any or all bids, or determine the lowest bid to be unsatisfactory and award to the next lowest competent bidder. In determining the lowest bid, the council shall consider the bona fide business location of the bidder. If the lowest bidder is not located within the city limits, (and the lowest bid of the bidders located within the city limits does not exceed that of the otherwise lowest bidder by more than five percent), then the council may award the contract to such local bidder.

(5) If in the council's discretion, the award is not made to the lowest bidder, the resolution awarding the contract shall state the reasons for not accepting the low bid.

(6) After the opening of bids, such bids may not be withdrawn without forfeiture of the bid deposit. Deposits of security accompanying bids shall be retained until the contract is awarded and signed, excepting that deposits from bidders not awarded the contract within 72 hours following council action. If any successful bidder fails or refuses to enter into the contract awarded within ten days after being notified of such award, or should they file any bond required within the same time, the deposit accompanying their bid shall be forfeited to the city and the council may, in its discretion, award the contract to the next lowest competent bidder.

(Ord. No. 351, § 1, 2-14-00)

Sec. 2-403. Prohibitions.

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

(b) Employees of the city are expressly prohibited from accepting, directly or indirectly, from any person, business or organization any gift (including money, tangible or intangible personal property, food, beverage, loan, promise, service, or entertainment) for the benefit of personnel or the city, if it may reasonably be inferred that the person, business or organization:

- (1) Seeks to influence action of an official nature or seeks to affect the performance or nonperformance of an official duty, or
 - (2) Has an interest that may be substantially affected directly or indirectly by the performance or nonperformance of an official duty.
- (Ord. No. 351, § 1, 2-14-00)

Sec. 2-404. Inspection of material.

The responsibility for the inspection and acceptance of all materials, supplies, and equipment shall rest with the purchasing agent, unless such responsibility has been delegated to a department head.
(Ord. No. 351, § 1, 2-14-00)

Sec. 2-405. Emergency purchases.

If an emergency or an apparent emergency endangering the public peace, health and/or safety of the city should arise, and the delay of established purchasing procedures would vitally affect the welfare of the city, the purchasing agent, finance officer, or any department head may purchase directly any supplies, materials, or equipment that the department head deems to be immediately necessary. Within three working days from the time of purchase, the purchaser shall file in writing with the purchasing agent a detailed explanation of the necessity for any purchases, in addition to a request for such purchases. If the emergency transaction is \$5,000.00 or more, the purchasing agent shall submit the statement to the council no later than its next regular meeting before payment thereof may be authorized.
(Ord. No. 351, § 1, 2-14-00)

Sec. 2-406. Cooperative purchases.

The use of bulk purchasing programs such as the state's extended purchasing program and joining together with area municipalities to secure bids or quotations for goods or services is encouraged. The use of any such source, which conducted a bona fide price competition, will be exempt from the requirements of this ordinance with respect to soliciting bids or quotes. Bids as above mentioned in section 2-402(a)(2) will be presented for council approval.
(Ord. No. 351, § 1, 2-14-00)

Sec. 2-407. Sale of property.

Whenever any city property, real or personal, is no longer needed for corporate or public purposes, the same may be offered for sale in accordance with the restrictions established by section 13.3 of the Charter, provided that utility plants and property may be disposed of only in accordance with section 15.8 of the Charter.
(Ord. No. 351, § 1, 2-14-00)

Secs. 2-408—2-500. Reserved.

ARTICLE VII. COST RECOVERY

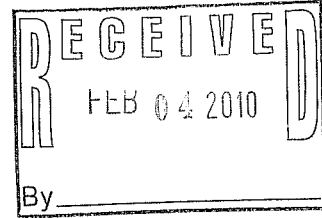
DIVISION 1. HAZARDOUS MATERIALS INCIDENTS*

Sec. 2-501. Findings and purpose.

The city recognizes that a significant potential exists for police, fire and rescue responses to incidents involving the release or threatened release of hazardous materials. Such incidents create a great likelihood of personal injury and property damage. The control and abatement of such incidents places a significant financial and operational burden upon the city's police, firefighting and rescue services. This cost recovery mechanism is necessary in order to offset the high cost associated with these hazardous materials incidents.
(Ord. No. 316, § 1, 12-4-95)

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

A CMS Energy Company



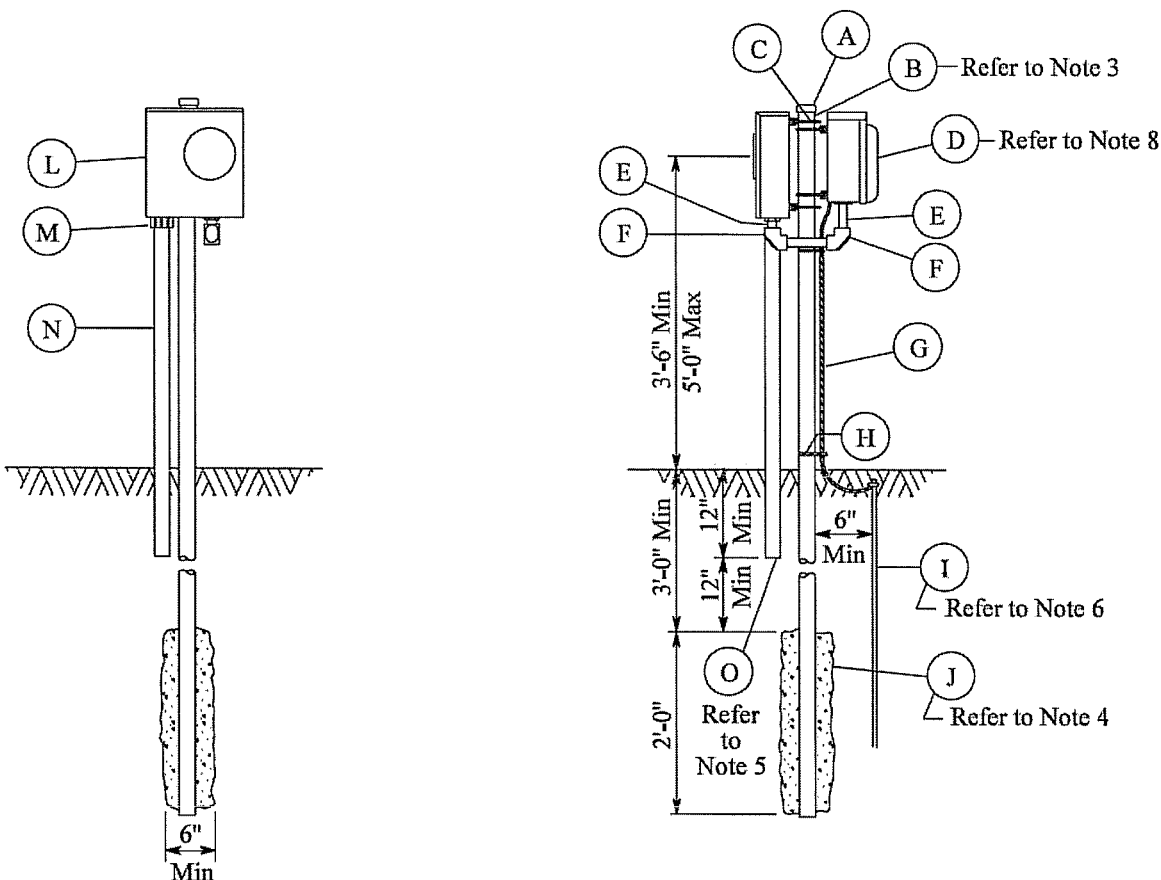
Date	Total Estimate
2-1-10	\$3,829.00

Customer Name: CITY OF SWARTZ CREEK
 Service Address: 6425 MILLER RD, SWARTZ CREEK, MI 48473
 Notification No: 1006029519

Description	Amount
Estimated charge for overhead electric line extension as shown on attached drawing, subject to easements and permits.	\$3,764.00
Estimated charge for underground electric service from pole to customer installed meter pedestal (single phase 120/240v). 10 ft x \$6.50/ft	\$65.00
<p>Note: Please keep me updated on your lighting project. It will be necessary for me to send you an Electric Line Extension agreement and our right of way dept will send you an easement for the City to sign. This estimate is good for 60 days.</p>	
Total	\$3,829.00

If you have any questions, please call (810) 760-3326.

CONSUMERS ENERGY COMPANY
 Att: David McDaniel
 3201 E Court St
 Flint, MI 48501



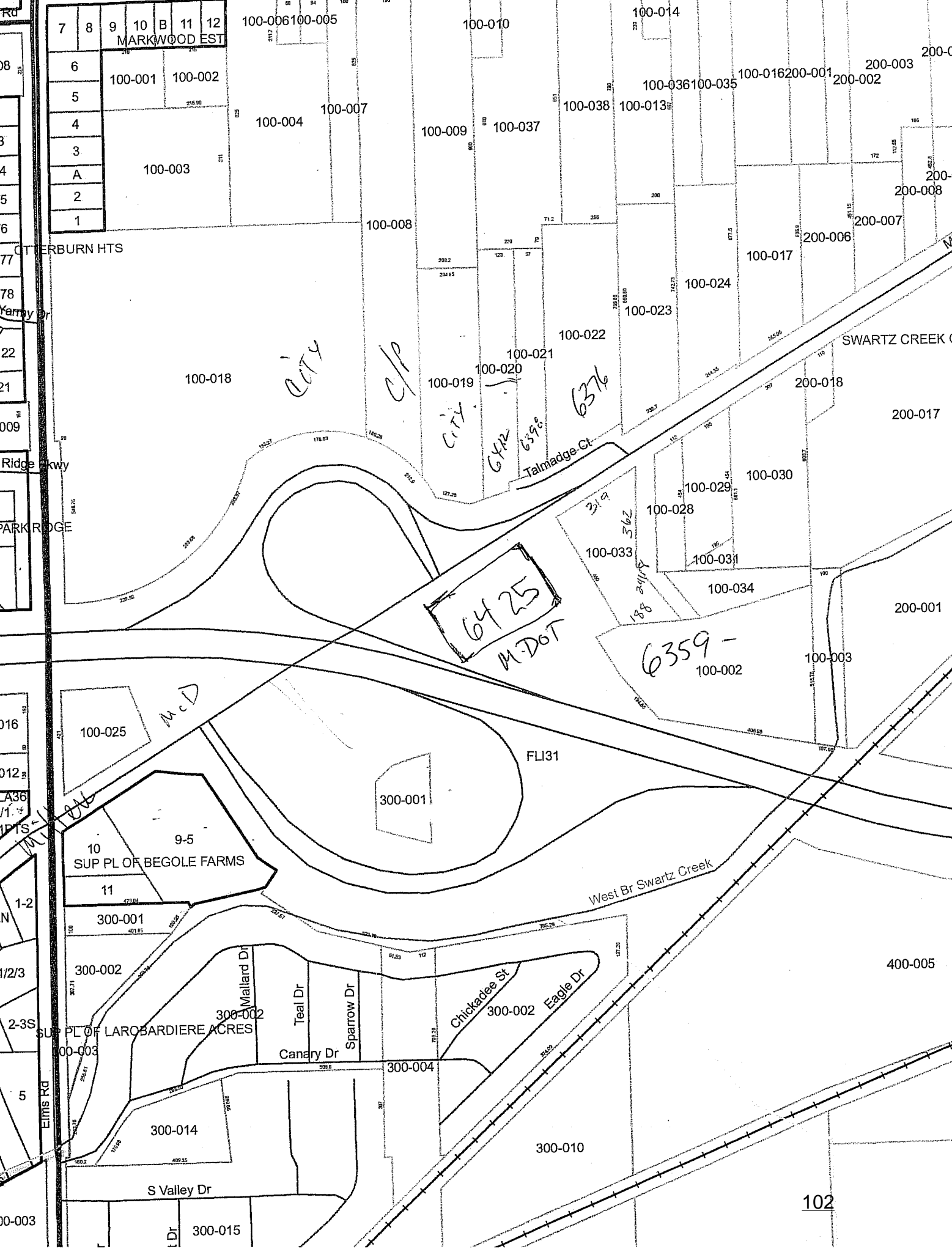
Item	Customer to Provide and Install Description
A	2" galvanized pipe cap
B	Meter support - 2" galvanized pipe
C	Yoke, U-bolt clamp support for 2" pipe
D	Service equipment
E	Pipe nipple galvanized 1" min size Ridged conduit locknut 1" min size grounding Grounding bushing 1" min size
F	90 degree watertight elbow 1" min size
G	Ground wire - #6 (min) bare copper
H	Nylon ties
I	5/8" ground rod Ground rod clamp
J	Concrete

Item	Stock No.	Consumers Energy to Provide Description
L**	10029609	Meter socket - 200 Amps
M	10028020 10028882	Adapter conduit PVC 2" male Locknut 2"
N*	10028637	Conduit 2" PVC Sch 40
O	10028853	Insert bushing

* Designed for maximum of 3/C #3/0 AL cable, for larger cable use appropriate conduit size
** Installed by customer

Notes:

1. The Electric Meter Standards Committee must approve any changes in the above design.
2. Consumers Energy and the customer must mutually agree upon the meter location.
3. Customer must install the service pedestal plumb.
4. Customer must provide a concrete footing of a minimum of 6" in diameter and two foot length starting at the bottom of the hole as shown.
5. Consumers Energy reserves the right to refuse to connect either electric or gas service to an improperly installed service support.
6. Customer must install a complete ground in accordance with the National Electrical Code and local inspectors. Customer must not route grounding conductor (from disconnect to ground rod) through meter socket.
7. Customer must grade property to within 3" of final grade along the route of the service.
8. Item "D" must be marked as being suitable for use as service equipment. The customer will own and install the cable from item "D" to the load. The entire electrical installation must comply with the National Electrical Code and local inspectors.



MARKWOOD EST

7	8	9	10	B	11	12
6	100-001		100-002			
5	215.00					
4	100-004					
3	100-003					
A	211					
2	100-008					
1	100-009					

100-006 100-005

100-010

100-014

200-003

100-001 100-002

100-036 100-035 100-016 200-001 200-002

100-004

100-007

100-038

100-013

100-009

100-037

100-003

100-008

100-038

100-013

100-017

200-006

200-007

OTTERBURN HTS

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78

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21

009

Ridge Pkwy

PARK RIDGE

100-018

CITY

C/P

100-019

100-020

CITY

100-021

642

639

Talmadge Ct

100-022

6376

100-024

100-023

200-018

SWARTZ CREEK

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100-025

MCD

300-001

FLI31

10 SUP PL OF BEGOLE FARMS

9-5

11

West Br Swartz Creek

300-001

300-002

Mallard Dr

Teal Dr

Sparrow Dr

Chickadee St

Eagle Dr

300-002

Canary Dr

300-004

300-014

S Valley Dr

300-010

300-015

Markee Electric, Inc.

2410 Kansas Ave.

Flint, Mi. 48506

Ph# 810.767.4070 / Fax# 810.767.7514

rick_markeeelectric@comcast.net

**To: Tom Svrcek
From: Rick Markee
Date: 10/29/09
Re: Swartz Creek Park and Ride
New LED Site Lighting**

Furnish all labor and material to install the following:

- 100 amp 120/240 volt single phase weather proof panel and meter
- One GFCI receptacle at the panel
- Four 20 ft. poles with one LED 10 bar shoebox fixture on each
- Four 24 inch concrete bases
- Plowing in of necessary conduit
- All necessary wiring
- Photocell control of the lights
- Permits and fees

Total Cost- \$18,155.00

Items not included:

- Additional charges related to winter conditions
- Any work or charges required of the utility company

Approved By: 

Accepted By: _____



PROPOSAL

DATE: November 18, 2009
TO: Swartz Creek Park and Ride
ATTN: Tom Svrcek
RE: Site Lighting

We are pleased to quote the following electrical work at the facility mentioned above.

- (4) 10 bar LED shoe box fixtures on 20' light poles
- (4) 24" concrete light pole bases 24" above grade
- Trenching, lifting and setting included
- 100A weather proof service with one GFCI receptacle included
- (1) Intermatic ET 8000 series astronomical weather proof timer included

Our Price: \$18,283.00

Exclusions:

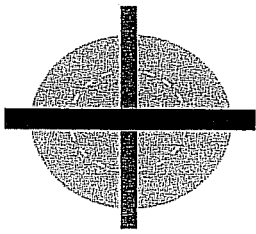
- Utility company charges, conduits or feeders.
- Site restoration

Note:

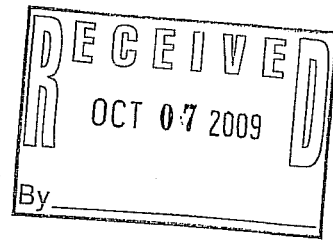
- The Intermatic time clock will automatically adjust for daylight savings, sunrise, sunset.

Thank you for considering Halligan Electric, Inc.


James J. Halligan
General Manager



METCALF ELECTRIC



Electrical Contractor

7313 McCandlish Rd. Grand Blanc, MI 48439
Email: metcalfelectric@hotmail.com office: 810-275-2882 fax: 810-636-6469

10/6/09

Re: Swartz Creek Park and Ride LED Lighting.
Est. #09-101a.

We are please to provide a quote for the above-mentioned project.

We have **included** labor and material for the following:

- Four 20' Light Poles.
- Four 10 Bar LED shoebox Fixtures.
- 24" concrete poles bases.
- Trenching.
- Lifting and Setting.
- 100amp Weather proof Service.
- One weather proof timer.
- One GFCI receptacle.

We have **excluded** the following.

- Utility charges.
- Under ground Utility feeder.

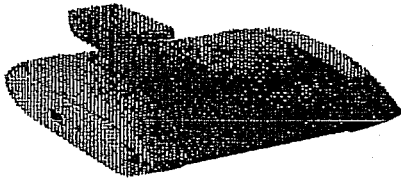
Base Bid: **\$20,140.00**

Total connected load would be 1960va. @ 208/120 volts. Single Phase.

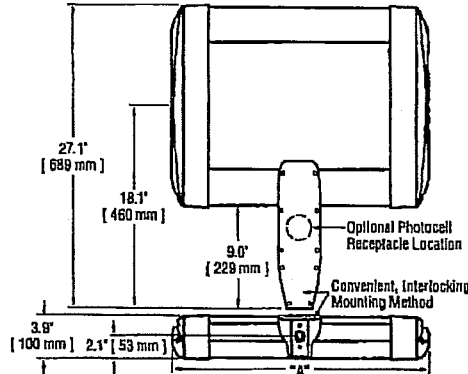
If you have any questions, please do not hesitate to call.
We look forward to working with you.

Respectfully,
Tom Metcalf

Beta Catalog #: BLD - ARE - - DA - - LED-B -



Notes:



Light Bars	Dim. "A"
1	11.75"
2	11.75"
3	10.75"
4	15.75"
5	17.75"
6	18.75"
7	21.75"
8	23.75"
9	25.75"
10	27.75"
11	29.75"
12	31.75"

Product Family	Housing Indicator	Optics	Mounting	Initial Delivered Lumens (00's)	LED Performance	Voltage	Color Options	Factory-Installed Options
BLD	ARE	T4° 48°	DA*	017 034 051 068 085 102 119 136 153 170 187 204	LED-B	UL (120-277V Universal) UH (347-480V Universal) 12 (120V) 24 (240V) 27 (277V) 34 (347V)	SV BK WH PB	If choosing more than one option, please type in manually on the lines provided above. 35K-3500K Color Temperature ⁴ 43K-4300K Color Temperature ⁴ 525-525mA Drive Current ^{5,6} 700-700mA Drive Current ^{6,7} F-Fuse ⁸ HL-Hi/Low (175/350/525, dual circuit input) ^{9,11} P-Photocell ¹²⁻¹³ R-NEMA Photocell Receptacle ^{14,17} TL-Two-Level (175/525 w/ integrated sensor control) ^{9,11} TL1-Two-Level (350/700 w/ integrated sensor control) ^{9,11} TL2-Two-Level (0/350 w/ integrated sensor control) ¹¹ TL3-Two-Level (0/525 w/ integrated sensor control) ^{9,11} TL4-Two-Level (0/700 w/ integrated sensor control) ^{9,11}

Footnotes

- 1-IESNA Type IV distribution
- 2-IESNA Type IV distribution with backlight control
- 3-Direct mounting arm for use with 3-6" square or round pole
- 4-Color temperature per fixture; minimum 70 CRI
- 5-Driver operates at 525mA instead of the standard 350mA providing a higher lumen output and a shorter life
- 6-Available on fixtures with 1-6 light bars
- 7-Driver operates at 700mA instead of the standard 350mA providing a higher lumen output and a shorter life
- 8-Not available with TL, TL1, TL2, TL3 or TL4 options when 347-480V is selected
- 9-Available on 120-277V fixtures with 1-6 light bars and 347-480V fixtures with 2-6 light bars
- 10-Sensor not included
- 11-Refer to multi-level spec sheet for more information
- 12-Not available with HL option when 347-480V is selected
- 13-Must specify voltage other than UL or UH
- 14-Not available with TL2, TL3 or TL4 options
- 15-Not available with TL or TL1 options when 347-480V is selected
- 16-Five light bar maximum when used with TL option
- 17-Not available with HL option

LED PERFORMANCE GENERATION B SPECS

# of Light Bars	Initial Delivered Lumens - Type IV	Initial Delivered Lumens - Type IV w/ Backlight Control	System Watts Total Current				System Watts Total Current			
			120-277V	@ 120V	@ 230V	@ 277V	347-480V	@ 347V	@ 480V	@ 480V
350mA (Standard), 6000K Color Temperature Fixture Operating at 25° C (77° F)										
1	1,620 (017)	1,180 (017)	29	0.25	0.14	0.13	11	0.09	0.08	0.08
2	3,240 (034)	2,360 (034)	60	0.43	0.24	0.21	21	0.16	0.12	0.12
3	4,860 (051)	3,540 (051)	78	0.65	0.37	0.35	31	0.23	0.18	0.18
4	6,480 (068)	4,720 (068)	100	0.84	0.47	0.41	42	0.29	0.22	0.22
5	8,100 (085)	5,900 (085)	115	0.98	0.52	0.44	47	0.35	0.26	0.26
6	9,720 (102)	7,080 (102)	138	1.18	0.62	0.52	45	0.27	0.21	0.21
7	11,340 (119)	8,260 (119)	164	1.64	0.74	0.63	72	0.50	0.38	0.38
8	12,960 (136)	9,440 (136)	187	1.57	0.84	0.71	136	0.59	0.47	0.47
9	14,580 (153)	10,620 (153)	208	2.10	0.94	0.80	218	0.84	0.46	0.46
10	16,200 (170)	11,800 (170)	230	1.95	1.03	0.88	241	0.74	0.51	0.51
11	17,820 (187)	12,980 (187)	254	2.13	1.13	0.96	264	0.77	0.56	0.56
12	19,440 (204)	14,160 (204)	277	2.34	1.23	1.03	287	0.86	0.60	0.60
525mA 6000K Color Temperature Fixture Operating at 25° C (77° F)										
1	2,171 (017)	1,581 (017)	38	0.32	0.18	0.16	14	0.12	0.09	0.09
2	4,342 (034)	3,162 (034)	70	0.59	0.32	0.27	27	0.23	0.18	0.18
3	6,512 (051)	4,744 (051)	106	0.89	0.49	0.44	41	0.35	0.26	0.26
4	8,683 (068)	6,325 (068)	139	1.16	0.83	0.55	58	0.43	0.32	0.32
5	10,854 (085)	7,906 (085)	180	1.54	0.82	0.72	102	0.56	0.44	0.44
6	13,025 (102)	9,487 (102)	217	1.82	0.99	0.84	126	0.66	0.49	0.49
700mA 6000K Color Temperature Fixture Operating at 25° C (77° F)										
1	2,592 (017)	1,888 (017)	51	0.43	0.24	0.21	18	0.17	0.14	0.14
2	5,184 (034)	3,776 (034)	96	0.81	0.43	0.37	30	0.30	0.23	0.23
3	7,776 (051)	5,664 (051)	146	1.23	0.66	0.57	45	0.46	0.34	0.34
4	10,368 (068)	7,552 (068)	194	1.61	0.88	0.74	64	0.60	0.45	0.45
5	12,960 (085)	9,440 (085)	243	2.04	1.08	0.93	84	0.74	0.55	0.55
6	15,552 (102)	11,328 (102)	287	2.43	1.30	1.07	104	0.76	0.56	0.56

* Utilizes magnetic step-down transformer.

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Made in the U.S.A. of U.S. and imported parts.
Meets Buy American requirements within the ARRA.



General Description

Slim, low profile design minimizes wind load requirements. Fixture sides are rugged cast aluminum with integral, weather-tight LED driver compartments and high performance aluminum heatsinks. Convenient, interlocking mounting method. Mounting housing is rugged die cast aluminum and mounts to 3 – 6" square or round pole. Fixture is secured by two (2) 5/16-18 UNC bolts spaced on 2" centers. Includes leaf/debris guard. Five year limited warranty on fixture.

Electrical

Modular design accommodates varied lighting output from high power, white, 6000K (+/- 600K per full fixture), minimum 70 CRI, long life LED sources. 120-277V 50/60 Hz. Class 1 LED drivers are standard. 347-480V 50/60 Hz driver is optional. LED drivers have power factor >80% and THD <20% of full load. Units provided with integral 9kV surge suppression protection standard. Integral weather-tight electrical box with terminal strip for easy power hook-up.

Finish

Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable silver powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Bronze, black, white and platinum bronze powder topcoats are also available. The finish is covered by our 10 year limited warranty.

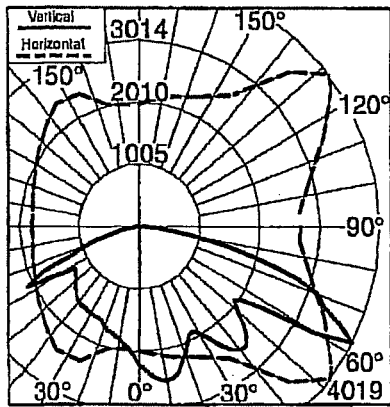
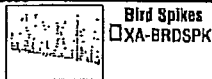
Labels

UL listed in the U.S. and Canada for wet locations and enclosure classified IP66 per IEC 529. Fixture also available with CE listing, RoHS compliant.

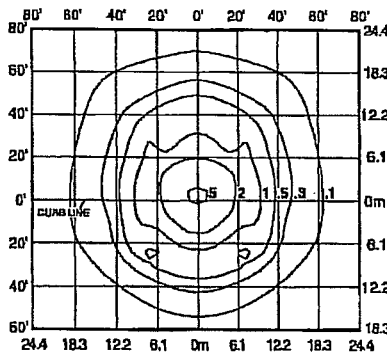
Patents

U.S. Patents D570,534, D576,330, D576,331 and D580,589; Australia Patents 314710, 314711, 318229, 322780 and 322781; German Patent 202007013623.4; Mexico Patent 35801; European Patents 000693924, 000819743 and 001009757; New Zealand Patents 408891 and 408892. U.S. and international patents pending. Design patents/regs. granted and pending.

Field-Installed Accessories



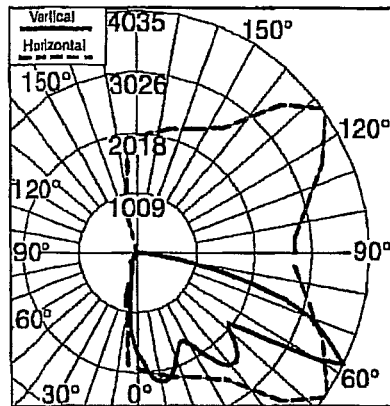
Independent Testing Laboratories certified test. Report No. ITL60823. Candlepower distribution curve of 6 light bar Type IV LED luminaire with 9,720 initial delivered lumens operating at 350mA. All published luminaire photometric testing performed to IESNA LM-79-08 standards.



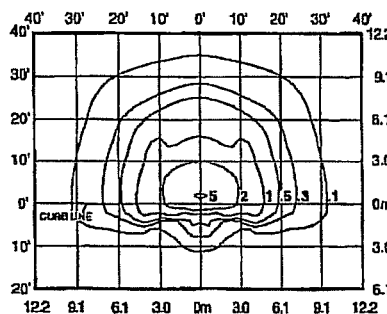
Isofootcandle plot of 6 light bar Type IV LED luminaire at 20' A.F.G. Luminaire with 9,720 initial delivered lumens operating at 350mA. Initial FC at grade.

Output Multipliers	
Color Temperature	Lumen Multiplier
6000K (Standard)	1.00
4300K	0.80
3500K	0.75
Drive Current	LED L70 Life* (hours)
175mA	> 150,000
350mA (Standard)	> 150,000
525mA	70,000

* Based on fixture operating at 15° C (59° F).



Independent Testing Laboratories certified test. Report No. ITL60824. Candlepower distribution curve of 6 light bar Type IV LED luminaire with backlight control and 7,080 initial delivered lumens operating at 350mA. All published luminaire photometric testing performed to IESNA LM-79-08 standards.



Isofootcandle plot of 6 light bar Type IV LED luminaire with backlight control at 20' A.F.G. Luminaire with 7,080 initial delivered lumens operating at 350mA. Initial FC at grade.

THE EDGE™ LED Area Light EPA & Weight Calculations					
Light Bars	Approximate Weight	2@ Single	2@ 180°	3@ 90°	4@ 90°
Fixed Arm Mount					
2	23.7 lbs.	0.60	1.20	0.87	1.47
3	27.0 lbs.	0.60	1.20	0.92	1.51
4	28.1 lbs.	0.60	1.20	0.96	1.55
5	32.3 lbs.	0.60	1.20	1.00	1.60
6	33.5 lbs.	0.60	1.20	1.04	1.64
7	36.9 lbs.	0.60	1.20	1.08	1.68
8	41.4 lbs.	0.60	1.20	1.12	1.72
9	42.1 lbs.	0.60	1.20	n/a	n/a
10	43.3 lbs.	0.61	1.21	n/a	n/a
11	46.6 lbs.	0.65	1.29	n/a	n/a
12	47.8 lbs.	0.69	1.38	n/a	n/a

* For applications requiring 9 or more light bars at 90 degrees refer to the DL mount version of our spec sheet.



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Meets Buy American requirements within the ARRA.

LUMINAIRE SCHEDULE

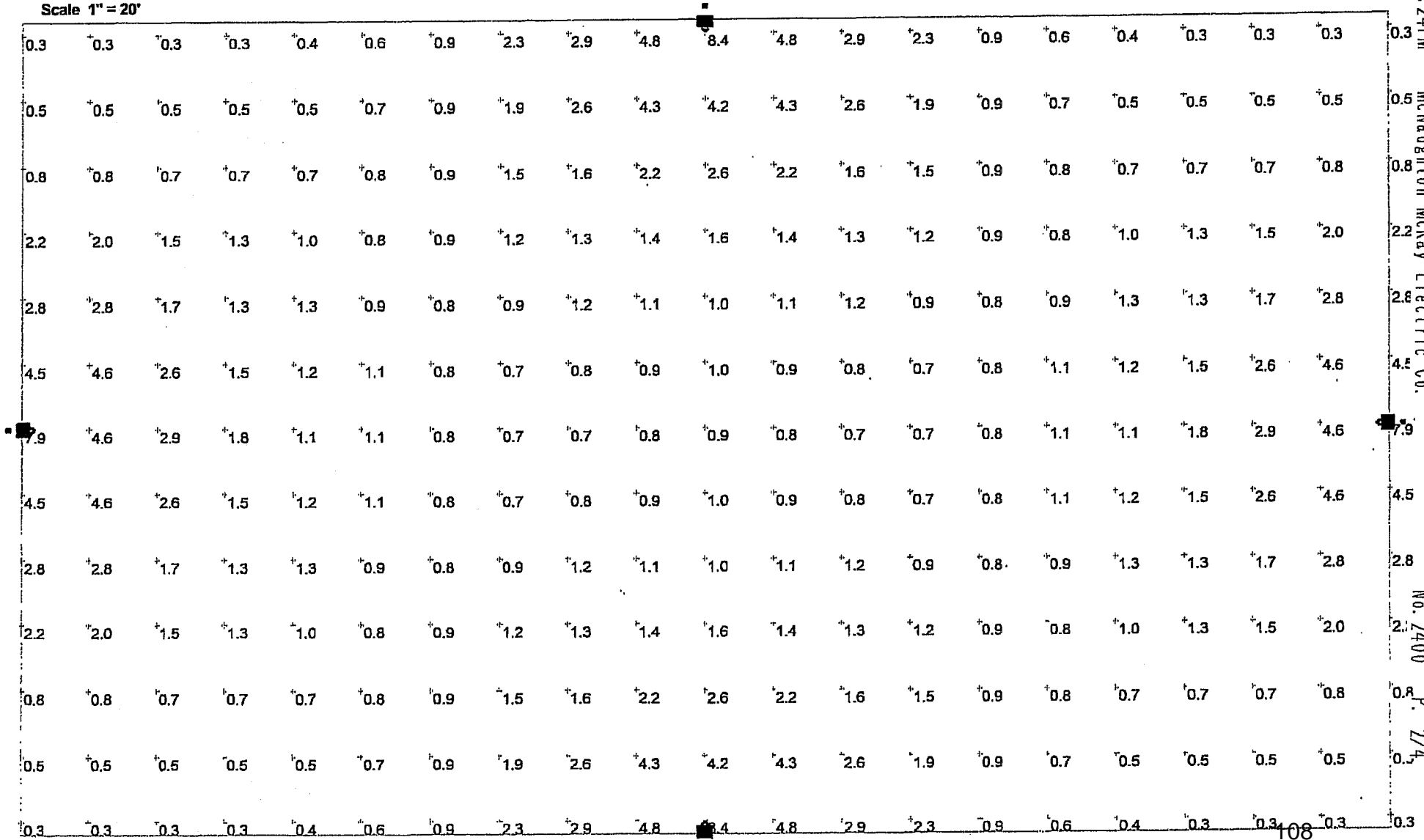
Symbol	Label	Catalog Number	Description
■	LED	BLD-ARE-T4-DA-170-LED-B UL BZ	10 LIGHT BAR LED TYPE IV AREA LIGHT

STATISTICS

Avg	Max	Min	Avg/Min
1.5 fc	8.4 fc	0.3 fc	5.0:1

Plan View

Scale 1" = 20'



Vct. D. 2009 7:24PM
 McNaughton-McKay Electric Co.
 No. 2400 P. 2/4

City of Swartz Creek Pavilion Request Form

Today's Date JAN 5 2010
Name of Responsible Party SCAFB ASSOCIATION
Address 8100 CIVIC DR SUIT C
Phone 6352300 *Tim McKnight cell 810 955 6442*
Date of Reservation July 10 2010
Nature of Activity ASSOCIATION Summer Picnic
Number of Guests (Estimated) 100

Elms Park

4125 Elms Road

- #1 Res-\$35 Non Res-\$50
70-80 People
- #2 Res-\$75 Non Res-\$100
90-100 People
- #3 Res-\$20 Non Res-\$35
70-80 People
- #4 Res-\$75 Non Res-\$100
80-90 People

Winshall Park

5225 Winshall Drive

- #1 Res-\$35 Non Res-\$50
60 People
- #2 Res-\$75 Non Res-\$100
80 People
- #3 Res-\$20 Non Res-\$35
40 People
- #4 Res-\$75 Non Res-\$100
First Come—Non reservable

Non-Reservable: Playscapes, Restrooms, Play Equipment, Tennis Courts, Volleyball Courts, and Basketball Courts. Ball Diamonds can be requested during the week by submitting a schedule to the City Offices including dates, times, ball diamond location, and group requesting the reservation, all of which will be reviewed and scheduled administratively.

All monies must be paid within ten (10) working days after request is accepted. Only cash payments will be accepted for a rental date of five days or less. Any cancellations must be made two (2) weeks prior to event date, failure to do so will result in the loss of pavilion fee. **ABSOLUTELY NO REFUNDS DUE TO WEATHER!!!**

SIGNATURE: 

OFFICE USE ONLY

DATE OF RENTAL _____

EMPLOYEES INITIALS _____

RECEIPT # _____

TOTAL AMT DUE \$ _____

PAYMENT NEEDED BY 1/1/

- Reservation holder must be present at all times and is responsible for all guests and clean up.
- No alcoholic beverages permitted.
- No open fires (BBQ for food preparation ONLY)
- Pets must be leashed and their waste disposed of properly.
- No pets are allowed in the playscapes or playground equipment.
- No defacing of park property, including lawn plantings and tree damage from climbing, swinging, etc.
- No fundraising activities, organizational or public meetings, including gambling, revival acts, unless approved by City Council.
- No parking on lawn or sidewalks.
- No loud music, excessive noise, fireworks, or firearms/weapons allowed in parks.
- No roller blades or skateboards on or in the playscapes, tennis and basketball courts.
- Park Hours are from 8:00 am until Dusk.
- **NO CAMPING!**
- Have fun with friends and family.

If there are problems at the park, contact the Swartz Creek City Police at (810) 635-4401 or 911.

Reservation has been made through the City Offices for the following park pavilion:

Elms Park
4125 Elms Road

or **Winshall Park**
5225 Winshall Drive

Pavilion # _____

Pavilion # _____

On this Date: _____

Permit Holder: _____

Authorizing Signature: _____

PROOF OF RESERVATION

CITY OF SWARTZ CREEK PAVILION RESERVATION REQUEST

Today's Date: 2-17-10
Name of Responsible Party: Cub Scouts Pack 122
Address: Matt Pobocik 5079 School St.
Phone where you may be reached: 810 630-0533
Date of Reservation: May 22, 2010
Nature of Activity: Cub Scouts
Number of Guests (Estimated): 100

Elms Park

4125 Elms Road

- #1 Pavilion R-\$35 NR-\$50
- #2 Pavilion R-\$75 NR-\$100
- #3 Pavilion R-\$20 NR-\$35
- #4 Pavilion R-\$75 NR-\$100
- #5 Pavilion - First Come

Winshall Park

5225 Winshall Drive

- #1 Pavilion R-\$35 NR-\$50
- #2 Pavilion R-\$35 NR-\$50
- #3 Pavilion R-\$35 NR-\$50
- #4 Pavilion - First Come

R=Resident - NR=Non Resident

Fees are for weekends only.

Non-Reservable: Playscapes, Restrooms, Play Equipment, Tennis Courts, Volleyball Courts, and Basketball Courts. Ball Diamonds can be requested during the week by submitting a schedule to the City offices including dates, times, ball diamond location, and group requesting the reservation, all of which will be reviewed and scheduled administratively.

All monies must be paid within ten (10) working days after request is accepted. Only cash payments will be accepted for a rental date of five days or less. Any cancellations must be made two (2) weeks prior to event date, failure to do so will result in the loss of pavilion fee! ABSOLUTELY NO REFUNDS DUE TO WEATHER!!!

I hereby accept responsibility for the care and reasonable clean-up of the above described facilities and for any damages that occur while in use.

SIGNATURE: Matt Pobocik DATE: 2/17/10

OFFICE USE ONLY

Date of Rental: _____

Employee's Initials: _____

Receipt #: _____

Total amount due: \$ _____

Payment needed by: / /

- Reservation holder must be present at all times and is responsible for all guests and clean-up.
- No alcoholic beverages permitted.
- No open fires (BBQ for food preparation only).
- Pets must be leashed and their waste disposed of properly.
- No pets are allowed in the playscapes or playground equipment areas.
- No defacing of park property, including lawn plantings and tree damage from climbing, swinging, etc.
- No fundraising activities, organizational or public meetings, including gambling, revival acts, unless approved by City Council.
- No parking on lawn or sidewalks.
- No loud music, excessive noise, fireworks, or firearms/weapons allowed in parks.
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- **Park hours are from 8:00 AM until Dusk - NO CAMPING!**
- Have fun with friends and family.

If there are problems at the park, contact the Swartz Creek City Police at 635-4401 or 911.

Reservation has been made through the City Offices for the following park pavilion:

Elms Park

4125 Elms Road

or

Winshall Park

5225 Winshall Drive

Pavilion # _____

Pavilion # _____

On this date: _____

Permit Holder: _____

Authorizing City Official Signature: _____

PROOF OF RESERVATION 110

Paul Bueche

From: Paul Bueche
Sent: Friday, February 19, 2010 11:45 AM
To: 'Matt Pobocik'
Subject: RE: Elms park pavilion

Matt,

Call Connie or Amy (635-4464) Tuesday morning and they will let you know if the Council approves your request. I see no reason why they would not....

Thanx....

Paul Bueche

From: Matt Pobocik [mailto:matt.pobocik@mcc.edu]
Sent: Friday, February 19, 2010 10:31 AM
To: Paul Bueche
Subject: Elms park pavilion

Paul,

I am reserving the pavilion for May 22nd in Elms Park for Swartz Creek Cub Scout Pack 122. Would you please wave the fee for this usage?

Thank you,
Matt Pobocik

Following is a report of achievements, accomplishments and shortfalls drafted by me to the Council. The report was presented at the meeting of December 4, 2004. In the interest of maintaining a continuing and comprehensive document, I've elected to use this as a base report and add on, update and comment on specific sections. The blue italic text is updates to this document.

To: **Honorable Mayor, City Councilmembers**
From: **Paul Bueche, City Manager**
Date: November, 2004
[February 22, 2010](#)

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: Administrative ordinance for summer school tax collection.
10. July 2002: Administrative 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.
61. December 2004: Re-align & average retirement assets, all unions
62. January 2005: Develop Qualification Based Selection Process, engineering services.
63. January 2005: Submit Safety Grant, Mast Arm Traffic Signal, Miller & Fairchild
64. January 2005: Calculate rate adjustment, sanitary sewer
65. January 2005: Set DDA Boundaries
66. February 2005: Negotiate agreement with Gaines Township to provide sewer services to Bear Creek Subdivision, Morrish south of Hill.
67. February 2005: Apply for TEA-21 LU Funding, Reconstruction of Elms Road.
68. February 2005: Begin concept of a Veterans Memorial Park, Fortino Drive.
69. February 2005: Negotiate agreement with STAT Ambulance for EMS services.
70. February 2005: Begin study of feasibility of changing all office accounting software to BS&A.
71. March 2005: Oversee the grant funded (with match) of police switch to 800 MHz trunking communications system
72. March 2005: Prepare and present study and slide show of disrepair of overhead wires. Begin process of exploring solutions for re-organization.
73. April 2005: Begin search for funding for a Veterans Memorial, via community action group, Park Board.
74. April 2005: Develop bid specifications for audio – visual equipment for Family Movie Program. Develop program, negotiate use of Pajtas Theater, set schedule.

75. May 2005: \$200,000 Safety grant awarded to the City for the installation of mast arm traffic signals, dedicated turn lanes and road improvements to Miller – Elms Intersection. Begin design, right of way negotiations.
76. May 2005: Negotiate wireless internet transmitter lease, city water-tower.
77. May 2005: Conduct QBS selection interviews, City Engineering services.
78. May 2005: Negotiate final draft WTE Phase II Contract, sale of GO Bonds, contracts with the County, Gaines & Clayton Twp.
79. May 2005: Handle Adult Entertainment Ordinance issue with Clayton Township, review annexation options of orphaned property.
80. May 2005: Manage Nextel tower request in Elms Park, final approvals by Planning Commission & Council.
81. May 2005: Work to place “Drug Free School Zone” signage around City School Zones.
82. May 2005: Apply for grant funding, Critical Bridge Program, Raubinger Road Bridge. Manage order of weight restrictions due to deterioration.
83. May 2005: Work to extend summer tax collection due dates from 30 to 60 days.
84. June 2005: Negotiate agreement with Nextel Corporation, Elms Park Tower.
85. June 2005: Hold series of DDA Workshops, develop TIFA Plan.
86. June 2005: Conclude Engineering Services interviews, recommend award.
87. June 2005; Manage applications for the continuation of the CDBG Downtown Enhancement Program.
88. June 2005: Begin negotiation process to obtain another ambulance service due to breach of contract with current provider.
89. July 2005: Awarded Safety Grant for traffic signal at Miller & Fairchild, begin design for mast arm signals.
90. July 2005: Set up loan from City to DDA for consulting assistance on options.
91. July 2005: Align all City rates, fees and charges for services into a single resolution. Costs for providing for such services had become outdated and buried in ordinances. Update fees & rates.

92. July 2005: Begin working with T-Mobile to locate site for a cell tower.
93. July 2005: Review and recommend City participation in Pictometry Program.
94. July 2005: Negotiate with County WWS to sell City's interests in Brown Road Water Plant and adjoining watermain.
95. July 2005: Review and investigate participation in CNA's Silent Rail Crossing Program.
96. August 2005: Continue work in extensive revisions to the City' Zoning Code.
97. August 2005: Manage the purchase of 10 acres land east of Heritage Subdivision and the donation of an additional 10 acres, planned for a future park.
98. August 2005: Finish first season of Family Movie Program. Great success.
99. September 2005: Manage the elimination of parking in the area of the High School during school hours, truancy & drug prevention.
100. September 2005: Oversee final site plan approval of Phase III Heritage Subdivision.
101. September 2005: Purchase first artifact for Veterans Memorial.
102. October 2005: Purchase 28 acres of property from MDOT (\$1) northeast of I-69 & Miller, Flint Township.
103. October 2005: Begin design of the reconstruction and drainage system for Bristol Road, TIP Funded Project.
104. October 2005: Review feasibility of a roundabout intersection for Miller & Elms
105. November 2005: Manage final site plan approval, negotiate ground lease with T-Mobile, cell tower.
106. November 2005: Locate residence, negotiate lease for the location of Swartz Ambulance Base in the City.
107. November 2005: Finalize TIFA Plan for DDA.
108. November 2005: Awarded funding from MDOT Critical Bridge Program, Raubinger Bridge. Begin scrambling looking for solutions.
109. January 2006: Steer committee to study options for infrastructure sharing with bordering Townships. Explore options for Raubinger Bridge funding, School Reorganization & location, Bear Creek, etc.

- 110. February 2006: Manage a host of problems with the Bristol Road TIP Project, cost overruns, reduction in committed grants, problems with Verizon, ROW acquisitions, etc.
- 111. February 2006: Begin working with Meijer's Inc. on rezoning, site plan, infrastructure improvements. Work with consultants setting up PDD for area.
- 112. February 2006: Assist County Land Bank with Brownfield Re-Development Plan for abandoned properties in the City.
- 113. February 2006: Set up sub grant recipient award for upgrades to the City's Weather Warning System, 800 MHz compatibility
- 114. March 2006: Negotiate with Nextel for a grant and design for a volleyball court in Elms Park. Bid and construct court.
- 115. April 2006: Ramp up Efforts with the Senior Center to construct an addition or new building.
- 116. April 2006: Work with City's Engineer & Staff to develop five year Parks & Recreation Plan.
- 117. May 2006: Work with Senior Center lobbying to have the County place a levy question for Senior's on the August Primary. Meet with Commissioner's and address County Board of Commissioner's.
- 118. May 2006: Work with all City Unions on labor contract negotiations
- 119. June 2006: Finalize Bristol Road Reconstruction – Drainage Project, set construction, award bids. Negotiate non-participating add on mill & re-surface of Bristol between Elms & Jennie.
- 120. June 2006: Bid, Interview and negotiate contract for contracted garbage collection services.
- 121. June 2006: Bid, interview and negotiate contract for audit services
- 122. June 2006: Work with staff and consultants preparing a final draft zoning code. Hold joint Council – Planning Commission Workshop Meeting. Discuss plans for Meijer's with developers and real estate agents. Work on sign ordinance draft.
- 123. July 2006: Awarded Miller Elms Safety Grant, street improvements, mast arm traffic signals. Set construction schedule, finalize agreements.

- 124. July 2006: Setup and adopt NIMS System.
- 125. July 2006: Work with Veterans Memorial Committee. Set up agreement to lease property to allow for donations and volunteers.
- 126. July 2006: Re-organize staff related to retirements. Hire Assistant Manager, Zoning Administrator, DDA Director, Planner, Economic Director Zettel.
- 127. August 2006: Work with Veterans Committee & City Engineer on site plan for Memorial.
- 128. August 2006: Finalize site plan for Meijer's, PDD, Revised Zoning Code, Sign Ordinance, Rezoning, Special Land Use Permits, Council presentation and approval.
- 129. August 2006: Negotiate lease for Central Polling location.
- 130. September 2006: Begin process of winding down City Senior Levy, burden to be transferred to County Senior Levy. Negotiate with County Legal for City's authority to not levy a senior tax.
- 131. October 2006: Accept resume's interview candidates and firms for Building Inspector and Assessor. Recommend appointments, negotiate agreements.
- 132. November 2006: Settle POLC-AFSCME agreements.
- 133. November 2006: Miller Fairchild Safety Grant. Negotiate agreement, set construction schedule.
- 134. December 2006: Assist with Trail Funding, apply for CMAQ & TIP Grants.
- 135. December 2006: Continue lobbying the County to release adequate funds to local Senior Centers. Appear before County Board. Assist Senior Center with efforts to secure funding to construct.
- 136. December 2006: Negotiate franchise agreement with County Flint Twp. And ITT Tech for water service. Negotiate site plan for adequate improvements to intersection.
- 137. December 2006: Develop six year plan for sanitary sewer rehabilitation & relining project. Bid for services and award work.
- 138. December 2006: Wok with developer for construction of townhouses, Miller & Seymour, rezoning, PUD enactment, final approval.

139. December 2006: Apply for MDOT Safety Grant for a traffic signal at west Kroger Drive (later denied).
140. January 2007: Awarded funding for Seymour Road Reconstruction project, begin design; look for additional funding via "Jobs Today" state program.
141. January 2007: Work with school administration, develop less costly plan to locate school inside City. Develop waiver of capital fees to City.
142. February 2007: Negotiate agreement with senior Center on City Levy and building plan commitment.
143. March 2007: Negotiate plan to develop evaluation of Fire Department with Clayton Township. Develop RFP, specifications, interview firms, make recommendation.
144. April 2007: Work with staff developing plans for a Farmer's Market
145. April 2007: Relocate ambulance base. Seek SLU Permit for essential services.
146. May 2007: Finalize agreement with County Board for collection of City Senior Tax. Continue to explore funding options for construction.
147. May 2007: Begin to feel significant effects from state fiscal crisis. Engage large scale reductions in spending. Initiate cuts in all programs, overtime, projects. Lobby state to discontinue reductions in revenues and curtail unfunded mandates.
148. May 2007: Halt all building in undeveloped section of Winchester Woods until an engineered drainage solution is found. Notify all deed holders.
149. May 2007: Search for answers to reducing health care costs. Hire benefits broker to assist with cost control and HIPPA compliancy.
150. May 2007: Employ summer intern to assist with grant research, overhead utility wire project, Farmer's Markey, etc.
151. June 2007: Assist with specification, bid and selection for purchase of street sweeper.
152. June 2007: Work with Senior Center on Construction Project. Acquire house at Morrish & Fortino for potential Senior site and/or widening of Fortino.
153. June 2007: Settle Supervisor's contract, re-align staff
154. July 2007: Re-negotiate retiree health care to help align costs.

- 155. July 2007: Acquire property parcel on Raubinger Road, future trailway system.
- 156. July 2007: Secure easements for power runs, Miller & Fairchild Traffic signal Safety Project.
- 157. August 2007: Work with Road Commission to re-assign Raubinger Bridge Grant. Negotiate agreement to pay a portion of the reconstruction costs in exchange for three lane Miller at Seymour.
- 158. August 2007: Awarded funding for Elms TIP Reconstruction & Drainage Project. Increase grant funding through "Jobs Today" Program.
- 159. September 2007: Work with staff on development of Police Canine Program. Seek grant and donation funding.
- 160. October 2007: Extensive work on street projects, Elms & Seymour TIP – Jobs Today projects, begin bid specifications for local street work costs in Winchester Village and Otterburn Heights.
- 161. October 2007: Negotiate agreement with Swartz Creek Estates for garbage collection (turned down by Council).
- 162. October 2007: Set up wireless "hot-spot" in civic area.
- 163. November 2007: Work with Marathon owner to resolve issues and develop property
- 164. November 2007: Renew process of switching all office accounting software to BS&A.
- 165. November 2007: Set specifications, bid repair of concrete sections of Miller east of Elms.
- 166. December 2007: Prepare bid specifications for sewer Rehabilitation & Relining Project, Phase II.
- 167. December 2007: Review cost benefit concepts of brining building trade inspections in house.
- 168. December 2007: Site plan review, develop location for MTA terminal. Work with land owners and real estate agents on transfer.
- 169. December 2007: Continue work on overhead utility wires. Seek legal opinions, strategy. Finding that we have little options without funds.
- 170. January 2008: Finish Fire Department Evaluation. Hold joint City – Township Meeting. Unanimous endorsement of recommendations.

171. January 2008: Work with staff on site plan for Kroger addition. Final approval.
172. January 2008. Presentation of findings to Council on full purchase of BS&A software package and support. Recommend and receive approval of purchase and implantation.
173. January 2008: Seek appropriation for assistance with development of personal policy manual.
174. January 2008: Negotiate with Road Commission to split fund repair of Elms north of Bristol.
175. January 2008: Bid for engineering services as required by Qualified Bid Selection process.
176. January 2008: Work with staff to secure Funding for trailway system.
177. February 2008: Continue work on overhead wires. Meet and consult with a Traverse City engineering firm for opinion and cost estimate.
178. February 2008: Negotiate agreement with County treasurer for collection of personal property tax.
179. February 2008: Codify City's code of ordinances.
180. March 2008: Apply for safety grant projects, relocation of Fortino Drive west of Morrish, upgrade to traffic signal, Miller & Seymour.
181. March 2008: Set construction schedule for Elms Road TIP – Pull Ahead Jobs Today Project.
182. March 2008: Begin design process for Morrish Road Meijer's TIP Project.
183. May 2008: Oversee Miller Road concrete work; negotiate milling rough spots east of Tallmedge.
184. May 2008: Scramble to manage growing list of abandoned foreclosed homes. Set up lawn cutting program, repair programs, cleanup issue.
185. June 2008: Apply for Critical Bridge Funding, Morrish Road Bridge.
186. June 2008: Obtain easements from school district, trail system.
187. June 2008: Scramble to reduce expenses to meet shrinking revenues, state reductions in revenues

188. June 2008: Replace phone systems at City Hall and Police Department, due to age.
189. June 2008: Work with Staff to develop RFP for sale of City "Blacksmith" shop
190. June 2008: Work with Staff and Council on a number of abandoned dangerous homes, pursue legal options. Manage foreclosed evictions that dumped garbage in yards.
191. July 2008: Work with staff and developer on final site plan and SLU for assisted living project.
192. July 2008: Amend CDBG projects to allow funds to be used for trail way construction, Miller & Elms.
193. July 2008: Bid for engineering services, QBS Selection process.
194. July 2008: Work with staff to design and bid Phase I of City Trail system, Miller & Elms to Elms Park. Use existing concrete bid, begin construction.
195. July 2008: Negotiate addendum to Kroger development agreement, addition.
196. August 2008: Negotiate amendment to Meijer's development agreement, extend site plan renewal.
197. August 2008: Work with staff and developers on final site plan for ITT Tech Parking lot, lighting & Landscape,
198. August 2008: Review bid returns for local street paving. Decision made to wait based on returns and economy.
199. September 2008: Work with staff on Art in Park Concept.
200. September 2008: Develop bid package for transportation asset management required for MDOT and FHA project grants
201. September 2008: Design Phase II sewer Rehabilitation and Relining Project. Bid, award and begin work.
202. October 2008: Award bid for sale & re-development of City Blacksmith shop.
203. October 2008: Design issues, Morrish Road Meijer's project, overhead utilities. Break project into two phases, one participating, one non-participating, anticipating problems from the Road Commission.

- 204. October 2008: Begin working with County WWS on proposed IPP sewer use ordinance.
- 205. November 2008: Meet with newly elected Councilmembers. Bring up to speed on business status, economic condition of City. Current projects, etc.
- 206. November 2008: Work with Mayor on Board appointments.
- 207. November 2008: Begin planning for labor contracts
- 208. December 2008: Continue extensive work with Senior Center on plans for addition, funding, grant from County. Develop lease and construction agreements to transfer project.
- 209. December 2008: Pursue and apply ARRA Grant for Morrish Road South Rehabilitation, mill overlay.
- 210. December 2008: Bid, set specifications for sanitary sewer manhole rehabilitation (part of sewer relining rehabilitation program, I&I reduction).
- 211. January 2009. Award bids, sanitary sewer manhole rehabilitation.
- 212. January 2009: Negotiate labor agreement with Mr. Zettel.
- 213. February 2009: Design, appropriate lighting along Elms Road, part of trail way Phase I design.
- 214. February 2009: Prepare and submit TIP applications for major street funding.
- 215. February 2009: Continue re-appraisal of City's commercial and industrial properties,
- 216. February 2009: Review County's request to participate in NSP. Attempt to secure funding under the program. Denied, recommend City terminate participation.
- 217. March 2009: Awarded ARRA South Morrish Project grant. Set construction schedule.
- 218. March 2009: Bid and award remaining construction work on CDBG funded trailway system Phase I, Miller & Elms.
- 219. April 2009: File completed transportation assets evaluation report
- 220. April 2009: Negotiate with MDOT for improvements to Park & Ride. Reach tentative agreement for split maintenance costs. Enter into Trunk line Maintenance agreement.

- 221. April 2009: Extensive work on City finances. Develop plan to layoff all part time employees, scale back expenses to essential services only.
- 222. April 2009: Develop - implement policy for "red flag" data protection.
- 223. April 2009: Finish Phase I of City accounting software updates (installation of BS&A). Begin last phase planning for .net database platforms.
- 224. May 2009: Work with staff and Senior Center on final site plan for addition.
- 225. May 2009: Negotiate MDOT Trunk Line agreement for 2010 FY Park & ride.
- 226. May 2009: Re-file MDOT Critical Bridge funding application for Morrish Road Bridge repair (funding denied on first application)
- 227. June 2009: Begin summer long process of recalculation of finances (GM Bankruptcy, MTT filings). Develop plan for additional layoff, including one police officer, scale City Attorney's attendance at Council Meetings.
- 228. June 2009. : Design, bid and award repairs to concrete on Miller east of Elms.
- 229. June 2009: Continue bid process for ARRA Morrish South Project.
- 230. June 2009: Launch campaign to stop Hurley Millage, economic conditions, push state to resolve budget issues, return revenue sharing and ARRA funds to local communities.
- 231. June 2009: Negotiate extension for Meijer's site plan approval.
- 232. June 2009: Resolve labor contracts with POLC & AFSCME, no rate or benefit increases.
- 233. June 2009: Continue looking into the County WWS Port Huron Pipeline project.
- 234. July 2009: Bring trade inspections into City. Negotiate contracts with inspectors, set fees, develop ordinance, terminate process with state for service.
- 235. July 2009: Work with staff, begin process of filing for grant for HVAC replacement at Public Safety Building.
- 236. August 2009; Continue work on finances. Develop revised budget. Implement layoffs.
- 237. August 2009: Work with staff on abandoned properties, weed cutting, cleanup.

238. August 2009: Work with unforeseen repair costs of Miller concrete project.
239. September 2009: Present revised budget. Continue to work with finances, assessor and City Attorney on MTT Appeals and GM Bankruptcy.
240. September 2009: Work with Apple Creek water over billing. Complete audit of water – sewer accounts.
241. September 2009; Oversee work on Morrish ARRA Project.
242. October 2009: Negotiate Cedar Creek Garbage Collection agreement. Develop policy on collections (tabled)
243. October 2009: Work with staff on grant application, award, bid and work for Consumers tree grant.
244. October 2009: Negotiate volunteer layoff in Police Department. Amend Labor Contracts.
245. November 2009: Continue work with staff on Master Plan. Adopt circulation draft.
246. November 2009: Work with new FEMA flood plain maps, implementation.
247. November 2009: Settle labor agreement with Supervisor's union. No wage or benefit increases.
248. December 2009: Design Phase II Sanitary Sewer Rehabilitation and Relining Project. Appropriate.
249. December 2009: CDBG Allocations. Set a portion for continuation of the trail way system.
250. December 2009: Review half year financials. Still bleeding.
251. December 2009: Review benefit packages. Move to self insure as cost reduction move. Re-appoint broker.
252. December 2009: Finalize Morrish north road construction plans, review bid returns. Work with Meijer on changes; continue to work with Road Commission to resolve differences.
253. December 31, 2009: Real happy to see 2009 go. Most probably the worst year ever in the City's history. I can only hope that we have seen the bottom, but I'm skeptical.

ORDINANCES ENACTED:

364: Weed Control & Procedure	386: Criminal, Skateboards
365: Franchise, Fiber Link	387: Criminal, Knives
366: Domestic Violence	388: Criminal, Indecent Exposure
367: Tax Collection, Summer-Schools	389: Criminal, Inhalants
368: Building Moratorium	390: Criminal, Parent Juvenile Delinq
369: METRO Telecommunications	391: Extend Tax Collection Deadlines
370: Littering (Advertisement Deliveries)	392: Adopt DDA TIFA Plan
371: Sign Moratorium	393: Criminal, MIP
372: Amendment, #113, Zoning (PDD)	394: Criminal, Prescription Drugs
373: Water Rate Increase	395: Zoning Ordinance
374: Amendment, App A, In-Fill Housing	396: Sign Ord, Emergency
375: Adopt Motor Vehicle Code	397: Amend Zoning Code, Sign Ord
376: Surface Water & Drainage	398: Regulate Fences
377: Prescription Drugs	399: Codify Ordinances
378: Sewer Tap-Fee Increase	400: Amend Zoning, MZEA-Signs
379: Amend Sewer Ord, Set Rates via Reso	401: (Error)
380: DDA Boundary Amendment	402: Municipal Civil Infract Sanctions
381: Amendment, Planning Fees Set By Reso	403: Trades, Elec, Mech & Plumb
382: Amendment, Sidewalk Fees Set By Reso	404: FEMA NFIP (Rescinded)
383: Amendment, ROW Fees Set By Reso	405: FEMA NFIP
384: Amendment, Subdivision Fees, Reso	406: Water System, Use
385: Criminal Code, Obstruct police	

LABOR AGREEMENTS & RELATIONS:

Negotiate and settle labor unit agreements, POLC, AFSCME & Supervisors, inclusive of Benefit Package re-alignment (due to sky-rocketing costs). One grievance, negotiated settlement. (Settle labor contracts from 1997, 2000, 2003, 2006 & 2009. Negotiate variety of "Letter's of Understanding" and clarifications. Reduce workforce consummate with revenues via layoffs. Negotiate volunteer layoff. Manage probationary dismissals and one dismissal and prosecution)

FINANCIAL:

Oversee and prepare annual budgets for FY 02-03, FY 03-04, 04-05, 05-06, 06-07, 08-09, 09-10 and revised 09-10. Oversee Annual Audits for FY 01-02, FY 02-03, FY 03-04, FY 04-05, FY 05-06, FY 06-07, FY 07-08 and FY 08-09. Re-bid Audit Services in 2003, 2006 and 2009. Posted General Fund Revenues in excess of expenses for FY 02-03 and FY 03-04. Begin the slipping of revenues. Spent enormous amount of time in financials for FY's 04-05, 05-06, 06-07, 07-08, 08-09. 09-10 fiscals are on a destruction course.

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. [This problem was halted with the cessation of any further building permits until drainage problems are resolved.](#)

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. [Some comfort is realized in that we were able to successfully prosecute.](#)

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. [I still suffer from this problem. Part of it is my approach, meaning I believe caution tends to allow more options to open over time. The backside is non-pressing items tend to suffer significant delay \(i.e., personnel policies and emergency management policy\).](#)

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. [This issue has been corrected. Our current staff is highly qualified, cross trained and extremely efficient. Virtually all the software problems have been corrected. Save for the holdover problem of the Apple Creek Apartments overbilling, virtually all our receivables and payables are spot-on. We have set up redundant cross check and audit procedures as quality assurance.](#)

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. We were well on our way to the implantation of a good economic development program. The crash of the economy has halted any further action here. If we can recover soon, the tools are in place to pick-up where we left off.

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. Record keeping and efficiency at City Hall, as indicated earlier, is the best it has ever been. With the computer and software changes we have made in the last six years, the Council now has access to untold amounts of data. The staff strives to keep the Council informed on all City business.

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. Many of these objectives were well on the way towards accomplishment when the economy crashed. Hopefully the economic downturn will only stall our ambitions and not set us backwards.

3. We all have a new goal now. Simply put, it's to maintain the most basic of services. The economy is in the process of ravaging all governments. The next few years will be the most trying time in the history of the City and the careers of those who govern.

CONTRACT REQUEST CONSIDERATION:

Financially, the City's revenues continue to decline at an alarming rate. A monetary freeze has been in effect since 2009, at the 2008 rate, for the AFSCME and the POLC unions. There are wage reopeners for these contracts, however, the City is in no position to offer wage or benefit increases. Compensation for the Supervisor's union has been frozen since 2007. To balance out the additional year, this contract was settled in 2009 with five additional absent days added

that cannot be traded for any compensation. My contract has been frozen since late 2004. My current salary is \$58,180 per year with a car allowance of \$250 per month.

I have included a contract with tonight's agenda that continues a freeze on all compensation and benefits. As with the Supervisor's Agreement, it adds an additional 5 days absent time that cannot be redeemed for any compensation.

Thank you

PROFESSIONAL SERVICES AGREEMENT
Between The
CITY OF SWARTZ CREEK, MICHIGAN
And
PAUL D. BUECHE

This agreement is made this 22nd day of February 2010, 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 D. Bueche, (the “Manager”).

WHEREAS, sections 7.1 and 7.2 of the City Charter provide 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 D. Bueche was appointed to serve in the office of the City Manager for the City of Swartz Creek on May 28, 2002 and has continued to serve in said capacity continuously since then; and

WHEREAS, Paul D. Bueche and the City have come to an agreement on specific amendments to the 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:

SECTION NO. 1 – ACKNOWLEDGMENT OF 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, and the Manager hereby acknowledge the appointment of Paul D. Bueche to the office of City Manager effective the 28th day of May, 2002, and the Manager’s continued service in that capacity since then.

SECTION NO. 2 – AGREEMENT TO CONTINUE SERVICE

By execution of this agreement, the Manager agrees to continue his service to the City in the office of City Manager subject to all of the terms and conditions set forth herein.

SECTION NO. 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.

SECTION NO. 4 - SALARY

Commencing on July 1, 2004, and continuing with the effective date of this agreement, the Manager shall receive a salary of Fifty-Eight Thousand, One Hundred & Eighty Dollars (\$58,180) per year. The Manager's performance may be reviewed by the City Council after twelve (12) months from the date of this agreement, and annually thereafter. Such review shall be based on an evaluation method determined by the City Council after consultation with the Manager.

SECTION NO. 5 – AUTOMOBILE ALLOWANCE

The Manager shall receive an automobile allowance in the amount of Two Hundred & Fifty Dollars (\$250) per month.

SECTION NO. 6 - RETIREMENT PROGRAM

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:

A). 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.

B). 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.

SECTION NO. 7 - COMPENSATORY TIME

The City Manager shall be entitled to compensatory time, at his discretion, so long as such time is reasonable. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime.

SECTION NO. 8 - LONGEVITY PAY

Eliminated in October, 2004.

SECTION NO. 9 - VACATIONS

A). Because the Manager has over 33 years of service with the City in various capacities, he shall be entitled to earn credit towards vacation with pay at an annual maximum of 25 days for use after January 1st of the following calendar year.

B). The Manager may receive payment in lieu of the fifth week of vacation, if, at the discretion of the City Council the vacation cannot be taken. Such payment in lieu of vacation shall be at the regular rate of pay.

C). When a day, which is observed by the Employer as a paid holiday, falls within a scheduled vacation, the holiday will not count as a vacation day.

D). A vacation day or days may be waived by mutual agreement and the Manager shall be paid at the regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.

E). If the Manager becomes ill and is under the care of a duly licensed physician prior to vacation, such vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation at his regular rate of pay.

F). If the Manager is terminated, retires, resigns with proper notice (thirty days), or in the event of death, he will receive any unused vacation credit including that accrued in the current calendar year.

G). The Manager will be paid his current salary based on his regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.

H). The Manager may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

SECTION NO. 10 - HOLIDAY PROVISIONS

A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and Birthday, respectively. The Manager will be paid his current salary based on a regular day for said holidays.

B). Should one of the above listed a holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

SECTION NO. 11 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.

C). Absent Leave. The Manager will be allowed to be absent from work up to one-hundred thirty-six (136) hours during the calendar year. It is understood that the additional forty (40) hours of absent beyond the past ninety-six (96) is a temporary compensation to offset the City's other union raises that the Manager did not receive. Such absent leave shall be earned at the rate of 11.33 hours leave per calendar month worked; provided, however, that the Manager shall be credited with one-hundred thirty-six (136) hours of absent leave on January first of each year for use during that calendar year. If the Manager terminates employment during said calendar year and has used more absent leave hours than he has earned as of the date of termination, the Manager shall reimburse the City for the excess absent leave used, and said amount may be deducted by the City from the Manager's final pay check. Absent leave will be prorated the rate of 11.33 hours per calendar month of service

D). Absent leave shall be used in increments of no less than one (1) hour. In the case of extended absence due to illness, the Manager shall give notice to the City Council, via the Mayor, along with reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City

may require medical documentation that the Manager is capable of performing his job description.

E). If at the end of a calendar year the Manager has unused absent leave, he shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made on the 2nd payday in January of the next calendar year. Payment shall be based on the Manager's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

SECTION NO. 12 - LEAVES OF ABSENCE

A). Family and Medical Leave.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

B). Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

C). Military Leave for Veterans

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted, to a maximum of two (2) weeks per year.

SECTION NO. 13 - FUNERAL LEAVE

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law,

Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired City employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized; provided, however, such travel days are deducted from the employee's absent or vacation leave. In the event the employee does not have either absent or vacation leave, travel days may be authorized without pay.

F). In the event of a funeral for persons not mentioned above, the employee may be authorized the use of absent or vacation leave for the purpose of attending the funeral.

SECTION NO. 14 - LIFE INSURANCE COVERAGE

A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity.

SECTION NO. 15 - HOSPITALIZATION - MEDICAL COVERAGE

A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's eligible family members and for retirees under the provisions set forth within sub-section "G", the following health care and maintenance benefits:

1). Blue Care Network (BCN-5) Package "E" with Dependent Children Rider, Family Child Continuation Rider (Plan & Benefits Summary Attached), \$10 Office Co-Pay, and Blue Care Network (BCN) Rx Prescription Drug Coverage \$10/\$20 Co-Pay with Contraceptives Coverage (Plan Summary Attached).

2). Blue Cross Blue Shield Non-Standard Dental Plan, 75% Preventative Care, 50% Basic & Major Services (Excluding Orthodontics), With \$800 Maximum Annual Cap, Certificate Numbers: 48100-8, 48106-5, 02180-7 (Plan Summary Attached).

- 3). Blue Vision Care, VSP Plan 24 (Plan Summary Attached)
- 4). (*Eligible Retirees only*): Community Blue PPO, Plan 2 (Plan Summary Attached).

B). The employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his/her immediate family so covered by the City plan, up to a maximum of one-thousand (\$1,000) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the fiscal year. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Receipts for reimbursement shall be submitted no later than 30 days after the close of a fiscal year.

C). In the event an employee is unable to work due to illness or injury covered by the City's Worker's Compensation or Sick and Accident Insurance Program, the City agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

D). Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he/she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

E). Each full time employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by the provider of such coverage. The receipt of such benefits is subject to the following conditions:

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the city a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.

5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the city by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefor, shall pay same within ten (10) days of the date thereof.

6). If the city has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the city as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health and prescription insurance package currently offered to employees in the bargaining unit. Beginning July 1, 2004, employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month such employee does not participate. In the event an eligible employee wishes to opt back into the health and prescription package, he/she may do so within the terms as may be determined by the insurance provider. Any partial month shall be prorated.

G). Retiring Employees. Subject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70% of the monthly cumulative premium for medical insurance coverage as defined within this section, Section 16, subsection "(A)", 1 or 4, for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree's spouse at the time of said retiree's retirement, subject to the terms of Section 16, G), 1). The retiree will be responsible for the remaining 30% cost of the selected medical coverage (Section 16 (A) 1 or 4). The retiree shall have the option of purchasing additional coverage's listed in Section 16 (A) 2 or 3 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Defined Contribution Retirement Plan and has attained the age of fifty (50) years, or, has 25 years of credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City's provider:

- a). That such person is the spouse of the retiree at the time of retirement.
- b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.
- c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.
- d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.

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

3). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

SECTION NO. 16 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY

- A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties, should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.
- B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.
- C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.
- D). Any request for extension beyond twenty-six (26) weeks may be decided by the City Council.

SECTION NO. 17 - JURY DUTY

Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

SECTION NO. 18 - PROFESSIONAL MEMBERSHIP FEES / TRAINING

- A). 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.
- B). 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.
- C). 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.

SECTION NO. 19 - 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 Section 15, 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 20, 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.

SECTION NO. 20 – 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 19, above.

SECTION NO. 21 - 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.

SECTION NO. 22 - 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.

SECTION NO. 23 - 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.

SECTION NO. 24 - 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.

SECTION NO. 25 - 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.

SECTION NO. 26 – BINDING EFFECT

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

SECTION NO. 27 – 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.

SECTION NO. 28 – AMENDMENT OF PRIOR CONTRACT

This agreement amends and replaces the prior agreement between the City and the Manager and, shall be effective as of the day and date first above written, except for those provisions herein stated to retroactive to an earlier date, in which case the earlier retroactive date shall apply.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

THE CITY OF SWARTZ CREEK:

MANAGER:

By: Richard Abrams, Mayor

Paul D. Bueche

By: Juanita Aguilar , City Clerk

*APPROVED AS TO FORM:
Richard J. Figura, City Attorney*

PROFESSIONAL SERVICES AGREEMENT
Between The
CITY OF SWARTZ CREEK, MICHIGAN
And
PAUL D. BUECHE

This agreement is made this 13th day of December 2004, 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 D. Bueche, (the "Manager").

WHEREAS, sections 7.1 and 7.2 of the City Charter provide 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 D. Bueche was appointed to serve in the office of the City Manager for the City of Swartz Creek on May 28, 2002 and has continued to serve in said capacity continuously since then; and

WHEREAS, Paul D. Bueche and the City have come to an agreement on specific amendments to the 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:

SECTION NO. 1 – ACKNOWLEDGMENT OF 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, and the Manager hereby acknowledge the appointment of Paul D. Bueche to the office of City Manager effective the 28th day of May, 2002, and the Manager's continued service in that capacity since then.

SECTION NO. 2 – AGREEMENT TO CONTINUE SERVICE

By execution of this agreement, the Manager agrees to continue his service to the City in the office of City Manager subject to all of the terms and conditions set forth herein.

SECTION NO. 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.

SECTION NO. 4 - SALARY

Commencing on July 1, 2004, the Manager shall receive a salary of Fifty-Eight Thousand, One Hundred & Eighty Dollars (\$58,180) per year. The Manager's performance may 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.

SECTION NO. 5 – AUTOMOBILE ALLOWANCE

The Manager shall receive an automobile allowance in the amount of Two Hundred & Fifty Dollars (\$250) per month.

SECTION NO. 6 - RETIREMENT PROGRAM

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:

A). 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.

B). 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.

SECTION NO. 7 - COMPENSATORY TIME

The City Manager shall be entitled to compensatory time, at his discretion, so long as such time is reasonable. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime.

SECTION NO. 8 - LONGEVITY PAY

Effective on the date of signing this agreement between the City and the Manager, longevity pay was eliminated.

SECTION NO. 9 - VACATIONS

- A). Because the Manager has over 27 years of service with the City in various capacities, he shall earn credit towards vacation with pay at the rate of 1-1/2 days per month plus 2 additional days for an annual maximum of 20 for use after January 1st of the following calendar year.
- B). The Manager may receive payment in lieu of the fourth week of vacation, if, at the discretion of the City Council the vacation cannot be taken. Such payment in lieu of vacation shall be at the regular rate of pay.
- C). When a day, which is observed by the Employer as a paid holiday, falls within a scheduled vacation, the holiday will not count as a vacation day.
- D). A vacation day or days may be waived by mutual agreement and the Manager shall be paid at the regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.
- E). If the Manager becomes ill and is under the care of a duly licensed physician prior to vacation, such vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation at his regular rate of pay.
- F). If the Manager is terminated, retires, resigns with proper notice (thirty days), or in the event of death, he will receive any unused vacation credit including that accrued in the current calendar year.
- G). The Manager will be paid his current salary based on his regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.
- H). The Manager may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

SECTION NO. 10 - HOLIDAY PROVISIONS

- A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and Birthday, respectively. The Manager will be paid his current salary based on a regular day for said holidays.
- B). Should one of the above listed a holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

SECTION NO. 11 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

- A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.
- B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.
- C). Absent Leave. The City Manager will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight hours leave per calendar month worked; provided, however, that he shall be credited with ninety-six (96) hours of absent leave on January first of each year for use during that calendar year. If the Manager terminates employment during said calendar year and has used more absent leave hours than he has earned as of the date of termination, he shall reimburse the City for the excess absent leave used, and said amount may be deducted by the City from his final pay check. Absent leave will be prorated on all new hires and terminations, at the rate of eight hours per calendar month of service.
- D). Absent leave shall be used in increments of no less than one (1) hour. In the case of extended absence due to illness, the Manager shall give notice to the City Council, via the Mayor, along with reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the Manager is capable of performing his job description.
- E). If at the end of a calendar year the Manager has unused absent leave, he shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made on the 2nd payday in January of the next calendar year. Payment shall be based on the Manager's regular rate of pay in effect on the

first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

SECTION NO. 12 - LEAVES OF ABSENCE

A). Family and Medical Leave.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

B). Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

C). Military Leave for Veterans

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted, to a maximum of two (2) weeks per year.

SECTION NO. 13 - FUNERAL LEAVE

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is

defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Upon request, the City Manager may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired City employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized; provided, however, such travel days are deducted from the employee's absent or vacation leave. In the event the employee does not have either absent or vacation leave, travel days may be authorized without pay.

F). In the event of a funeral for persons not mentioned above, the employee may be authorized the use of absent or vacation leave for the purpose of attending the funeral.

SECTION NO. 14 - LIFE INSURANCE COVERAGE

A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity.

SECTION NO. 15 - HOSPITALIZATION - MEDICAL COVERAGE

A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's eligible family members and for retirees under the provisions set forth within sub-section "G", the following health care and maintenance benefits:

- 1). Blue Care Network (BCN-5) Package "E" with Dependent Children Rider, Family Child Continuation Rider (Plan & Benefits Summary Attached), \$10 Office Co-Pay, and Blue Care Network (BCN) Rx Prescription Drug Coverage \$10/\$20 Co-Pay with Contraceptives Coverage (Plan Summary Attached).
- 2). Blue Cross Blue Shield Non-Standard Dental Plan, 75% Preventative Care, 50% Basic & Major Services (Excluding Orthodontics), With \$800 Maximum Annual Cap, Certificate Numbers: 48100-8, 48106-5, 02180-7 (Plan Summary Attached).
- 3). Blue Vision Care, VSP Plan 24 (Plan Summary Attached)
- 4). (*Eligible Retirees only*): Community Blue PPO, Plan 2 (Plan Summary Attached).

B). The employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his/her immediate family so covered by the City plan, up to a maximum of one-thousand (\$1,000) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year beginning on July 1, 2004. For the period from July 1, 2003 through June 30, 2004, the City agrees to reimburse members of the Association an amount not to exceed two hundred and fifty dollars (\$250) retroactive, within the terms as set forth in this section. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Receipts for reimbursement shall be submitted no later than June 30th of the contract year to which the expense was incurred.

C). In the event an employee is unable to work due to illness or injury covered by the City's Worker's Compensation or Sick and Accident Insurance Program, the City agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

D). Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he/she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

E). Each full time employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by the provider of such coverage. The receipt of such benefits is subject to the following conditions:

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the city a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.

5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the city by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefor, shall pay same within ten (10) days of the date thereof.

6). If the city has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the city as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health and prescription insurance package currently offered to employees in the bargaining unit. Beginning July 1, 2004, employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month such employee does not participate. In the event an eligible employee wishes to opt back into the health and prescription package, he/she may do so within the terms as may be determined by the insurance provider. Any partial month shall be prorated.

G). Retiring Employees. Subject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70% of the monthly cumulative premium for medical insurance coverage as defined within this section, Section 16, subsection "(A)", 1 or 4, for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree's spouse at the time of said retiree's retirement, subject to the terms of Section 16, G), 1). The retiree will be responsible for the remaining 30% cost of the selected medical coverage (Section 16 (A) 1 or 4). The retiree shall have the option of purchasing additional coverage's listed in Section 16 (A) 2 or 3 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Defined Contribution Retirement Plan and has attained the age of fifty (50) years, or, has 25 years of credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City's provider:

- a). That such person is the spouse of the retiree at the time of retirement.
- b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.
- c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.
- d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.

2). Effective July 1, 2004, Association Members holding the position of Assessor – Zoning Administrator – Code Enforcement Officer and Chief of Police – Director of Public Safety agree to a wage freeze in exchange for the 70% - 30% retiree medical package outlined in Section 16 (G). It is agreed between the parties that retiree medical shall be re-negotiated at such a time that the next closest eligible employee reaches fifteen (15) years credited service with the City of Swartz Creek.

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

4). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

SECTION NO. 16 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY

A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties, should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.

B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.

C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D). Any request for extension beyond twenty-six (26) weeks may be decided by the City Council.

SECTION NO. 17 - JURY DUTY

Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

SECTION NO. 18 - PROFESSIONAL MEMBERSHIP FEES / TRAINING

A). 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.

B). 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.

C). 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.

SECTION NO. 19 - 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 Section 15, 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 20, 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.

SECTION NO. 20 – 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 19, above.

SECTION NO. 21 - 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.

SECTION NO. 22 - 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.

SECTION NO. 23 - 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.

SECTION NO. 24 - 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.

SECTION NO. 25 - 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.

SECTION NO. 26 – BINDING EFFECT

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

SECTION NO. 27 – APPLICABLE LAW

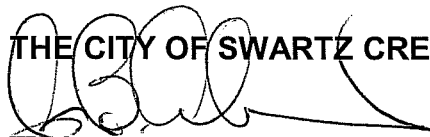
This agreement shall be subject to and all terms and provisions hereof shall be construed in accordance with the law of the State of Michigan.

SECTION NO. 28 – AMENDMENT OF PRIOR CONTRACT

This agreement amends and replaces the prior agreement between the City and the Manager and, shall be effective as of the day and date first above written, except for those provisions herein stated to retroactive to an earlier date, in which case the earlier retroactive date shall apply.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

THE CITY OF SWARTZ CREEK:

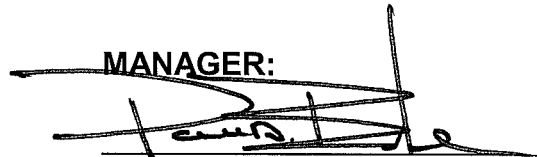


By: Richard Abrams, Mayor




By: Mary Jo Clark, City Clerk

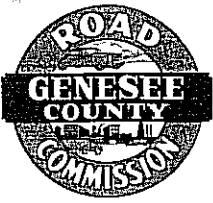
MANAGER:



Paul D. Bueche

APPROVED AS TO FORM:


Richard J. Figura, City Attorney
Date: 3-14-05



GENESEE COUNTY ROAD COMMISSION

AN EQUAL OPPORTUNITY EMPLOYER

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

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

DAVID L. MILLER
Chairperson

JAMES A. POMEROY
Vice-Chairperson

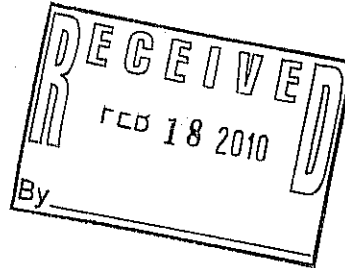
BILLY W. BRADSHAW
Commissioner

K. MICHAEL HARVEY
Commissioner

ROBERT C. JOHNSON
Commissioner

February 16, 2010

Michael Royalty, EIT
Rowe
PO Box 3748
Flint, Michigan 48502



Subject: Proposed Construction Plans, Proposed **Morrish Road Improvements (South) for Meijer's Development**, City of Swartz Creek

Dear Michael:

We have completed our third review of the construction plans (received January 13, 2010) for the Morrish Road construction south of Bristol Road. We find the following items requiring clarification. The items requiring clarification are identical to our April 16, 2009 review letter. Please review the comments, make the appropriate corrections and re-submit two (2) sets to us for our final review.

The items requiring clarification or correction are as follows:

1. **A permit is required from this office.** Once satisfactorily revised plans are received, we can proceed with the permit process. An updated permit application will need to be submitted which includes the contractor's information.
2. We note that a 50' ROW is required for the south side of Bristol for the Meijer parcel.
3. Cover sheet:
 - a. Plans are to be signed and sealed by a professional engineer.
 - b. Clarify the sheet index stationing.
4. Sheet 2: Update the existing ROW at the northwest corner.
5. Sheet 3: Provide a copy of the soil erosion permit.

OUR MISSION, AS GENESEE COUNTY ROAD COMMISSION EMPLOYEES, IS TO COLLECTIVELY PROVIDE AND MAINTAIN A SAFE, COST EFFICIENT AND QUALITY COUNTY ROAD SYSTEM FOR THE MOTORISTS IN GENESEE COUNTY



6. Sheet 4: Clarify the guardrail detail (the wood block is omitted, which is standard for Type B guardrail). Update the cross-sections as necessary. Note: The proposed guardrail is outside of GCRC jurisdiction. This information is presented for information only.
7. Sheet 11: State on the plans to construct a full depth sawcut at the POE.
8. Sheet 12:
 - a. At the GCRC driveway:
 - i. Revise the radii to be 50'. The driveway does not function as proposed. For the 20 gravel trains and super tankers which use the driveway, they cannot exit the proposed driveway southbound without crossing the curb/guardrail or encroaching upon northbound traffic. See the attached diagrams.
 - ii. Note to taper the proposed curb ends to 1" height.
 - b. Clarify the guardrail sheet reference.
9. Sheet 18:
 - a. Accurately show the spillways per the MDOT standard plan and revise the plan quantities as necessary.
 - b. Label the existing culvert crossing Bristol Road in the plan view (size, material, inverts).
 - c. Show the proposed ditching to connect the proposed drainage to the existing drainage path.
 - d. Show the proposed shoulder areas.
10. Sheet 21: Adjust the D3-2 sign location so it is not a vision obstruction for the GCRC driveway. (The proposed location is 50' north of the existing location.)

A marked up set of plans is included for your review.

Project Summary: On December 30, 2009, the City of Swartz Creek provided a project update and summarized the project phasing plan for the Morrish Road improvements associated with the future Meijer's development. Until this time, GCRC was unaware of the project changes made from the initial fall 2008 MDOT GI meeting plans. Traffic signals are to be installed upon future traffic conditions triggering the warrants necessary for traffic signal installation. The Morrish Road improvements are now two separate projects with Bristol Road acting as the dividing line.

If you have any questions, feel free to call.

Michael Royalty, EIT
February 16, 2010
Page Three

Sincerely,
GENESEE COUNTY ROAD COMMISSION



Susan A. Charnesky, P.E.
Project Engineer

Enc.

Cc: JHD, FP, RH, file
Shaun Bates, MDOT, Van Wagoner Building, 425 W. Ottawa St., PO 30050, Lansing 48909
~~City of Swartz Creek, 8083 Civic Drive, Swartz Creek 48473~~
Jeff Hillegonds, Progressive AE, 1811 4 Mile Road, NE, Grand Rapids 49525



GENESEEE COUNTY ROAD COMMISSION

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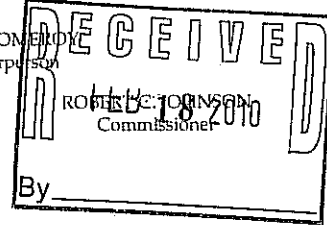
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Vice-Chairperson

BILLY W. BRADSHAW
Commissioner

K. MICHAEL HARVEY
Commissioner



February 17, 2010

Michael Royalty, EIT
Rowe
PO Box 3748
Flint, Michigan 48502

Subject: Proposed Construction Plans, Proposed **Morrish Road Improvements (North)**
for Meijer's Development, Clayton Township

Dear Michael:

We have completed our first review of the construction plans (received January 13, 2010), and find the following items requiring clarification. Please review the comments, make the appropriate corrections and re-submit two (2) sets to us for our review. We also request for you to provide copies of the proposed special provisions.

The items requiring clarification or correction are as follows:

1. Cover Sheet:
 - a. Of the two sets submitted, two different cover sheets were presented. Revise the sets accordingly.
 - b. An engineer is to sign and seal the plans.
 - c. Clarify the traffic data. Morrish Road has a 6100 ADT for 2009. Bristol Road has a 1476 ADT (east leg) for 2009. A growth factor of 1.5% may be used.
 - d. Clarify the POB on all sheets. The proposed POB does not meet the improvements of the Morrish Road project within the City of Swartz Creek (south project). Based on the south project, the POB needs to be before the spillway. (approx. Sta. 22+ 15)
 - e. The 50' ROW on the Meijer parcel and the NE & SW corner ROW is required before we can process the permit. Provide the legal description, a drawing and the ownership information so we can prepare the ROW documents. The request to have all ROW acquired before permit issuance was part of our October 15, 2009 correspondence.



2. Sheet 2:
 - a. Label the POB and POE in the plan view.
 - b. Show the proposed ROW.

3. Sheet 4:
 - a. Provide the soil boring sheet/information.
 - b. Update the existing cross section per the attached 1988 Morrish Road project information. Additional pavement cores may need to be taken to accurately represent the existing conditions.
 - c. Provide the pavement design calculations. Once reviewed, we may have comments regarding the proposed cross section. The request for providing pavement design calculations was in our October 15, 2009 correspondence.
 - d. Update the proposed cross sections to use limestone for the aggregate.
 - e. Update the cross section to have an 8' wide limestone shoulder and correct the widening dimensions. The shoulder width requirement was in our October 15, 2009 correspondence.
 - f. Combine the proposed cross section with the Sheet 5 cross sections so the information is unambiguous.
 - g. Update the "Mailbox Restoration Detail" to include offsets based on the road and shoulder structure. Refer to the attached mailbox brochure.
 - h. Eliminate the Butt Joint detail as it does not apply to this project.
 - i. Show the approximate area of soil disturbance. (Note 2 of SESC notes)

4. Sheet 5:
 - a. Update the cross section dimensions as noted.
 - b. Combine the cross sections with the Sheet 4 cross section information.

5. Sheet 6:
 - a. Show the existing street name sign at the SW corner.
 - b. Change the "proposed easement" notation to be "proposed ROW."
 - c. Note the sawcut locations.
 - d. Remove the shrub at Sta. 23+95.40 as it will be impacted by the storm sewer construction.
 - e. Specify the cold milling depth on the typical cross section.
 - f. Provide the soil boring information.
 - g. Add this note: Permanent signs are to be removed by GCRC. Call 810-767-4920 a minimum of 3 business days prior to removal need.

6. Sheet 7:
 - a. Change the "proposed easement" notation to be "proposed ROW."
 - b. Include spillways and ditching on the west leg of Bristol Road.

- c. Show the proposed grades at the Bristol Road paving limits. (east and west side)
 - d. Correct the SW corner radii station (22+42) and include a T/C elevation at the curb location.
 - e. Correct the lane and curb widths. The required lane and curb widths were part of our October 15, 2009 correspondence.
 - f. Include ditching on the east leg of Bristol Road.
 - g. Label and show the proposed shoulder on the east leg of Bristol Road.
 - h. Note to taper all curb endings per MDOT Standard Detail R-30.
 - i. Revise the NW curb to have a minimum of 0.4% slope.
 - j. Include a spillway at the right side of the Morrish Road curb ending. (Sta. 24+10, R)
 - k. On the left side of the Morrish Road curb ending (Sta. 24+10, L), extend the curb through the driveway with a MDOT "L" opening, include a curb transition to 1" and place a spillway. The driveway will need to be paved a minimum of 10' behind the B/C. State the paving specifications. (These measures are recommended since the plan shows no curb drainage outlet connection to the ditch and is draining across the driveway opening.)
 - l. State the proposed stations and offsets for the driveway culverts.
 - m. Show the proposed ditching in the profile.
 - n. Eliminate the driveway culvert end sections.
 - o. Correct the station call outs in the Morrish Road east side ditch note.
 - p. List the outlet invert for structure 1A.
 - q. Revise the pipe slope to have a minimum of 3 fps velocity.
 - r. Note all CBs are to have 2' sumps.
 - s. Show the existing and proposed ditching in the profile. Separate the profile views to clearly show the right and left ditches.
 - t. Provide quantities of limestone to be placed at each driveway.
7. Sheet 8:
- a. Revise the W4-4p sign to be 36" x 30", which matches the existing size.
 - b. Change the "proposed easement" notation to be "proposed ROW."
 - c. Show the stationing for Bristol Road.
 - d. Update the lane and curb widths.
 - e. Is the existing street sign at the SW corner to be replaced?
 - f. Remove the stop bars as these are only used for signalized intersections.
8. Sheet 9: Update the traffic control plan to be similar to the 2009 Rowe plans for Jennings Road Improvements. As presented, the traffic control plan is not adequate.

A marked up set of plans is included for your review.

Michael Royalty, EIT
February 17, 2010
Page Four

Project Summary: On December 30, 2009, the City of Swartz Creek provided a project update and summarized the project phasing plan for the Morrish Road improvements associated with the future Meijer's development. The Morrish Road improvements are now two separate projects with Bristol Road acting as the dividing line. Traffic signals are to be installed upon future traffic conditions triggering the warrants necessary for traffic signal installation.

If you have any questions, feel free to call.

Sincerely,
GENESEE COUNTY ROAD COMMISSION



Susan A. Charnesky, P.E.
Project Engineer

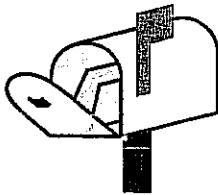
Enc.

Cc: JHD, FP, RH, file
Shaun Bates, MDOT, Van Wagoner Building, 425 W. Ottawa St., PO 30050, Lansing 48909
City of Swartz Creek, 8083 Civic Drive, Swartz Creek 48473
Jeff Hillemonds, Progressive AE, 1811 4 Mile Road, NE, Grand Rapids 49525

WHAT YOU NEED TO KNOW ABOUT YOUR MAILBOX

WHAT YOU NEED TO KNOW ABOUT YOUR MAILBOX

Are you getting ready to install a new mailbox or newspaper delivery box along a county road? Here are some things you need to know:



The location and construction of mailboxes shall conform to the rules and regulations of the U.S. Postal Service and the following standards established by the Genesee County Road Commission. These standards were based on *A Guide for Erecting Mailboxes on Highways*, published by the American Association of State Highway and Transportation Officials, 1994.

Contact your local Post Office for instructions on the height (normally 42-46") and side of the road where your mailbox should be located.

Location



- On paved roads, the roadside face of the box must be offset the width of the shoulder plus 8 inches.
- On curbed streets, the roadside face of the box must be 8 inches from the face of the curb.
- On gravel roads, the roadside face of the box must be 8 inches from the edge of the traveled portion of the roadway.
- When a mailbox is installed in the vicinity of a guardrail, the box should be placed behind the guardrail when possible with the face of the box even with the back of rail.



your mailbox ± 8 in.



your mailbox ± 8 in.



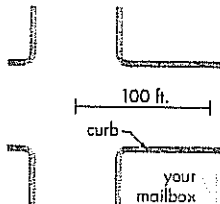
your mailbox ± 8 in.



your mailbox

But were afraid to ask... Nice to know we have received specifications from the GCRC... right down to the mailboxes!

- When a mailbox is located at an intersection, the box must be a minimum of 100 feet beyond the center of the intersection in the direction of the postal route.



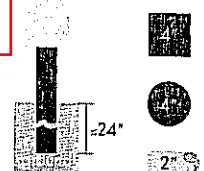
Structure

- Mailboxes must be constructed of sheet metal, plastic or similar weight materials, with weight not to exceed 11 lbs.
- Newspaper boxes may be mounted below the mailbox on the side of the mailbox support.
- No more than two mailboxes can be mounted on a support structure unless the configuration has met U.S. Department of Transportation crash test standards.
- Multiple installations must meet the same criteria as single mailbox installations.



2 inch standard steel pipe must be embedded no more than 24 inches in the ground.

- The mailbox and its support will be considered hazardous to motorists when the support exceeds the described structural limitations. Mailbox supports that exceed these criteria, such as brick, concrete, steel and wood pillars are not permitted.
- Exceptions must be approved in writing by the Genesee County Road Commission.

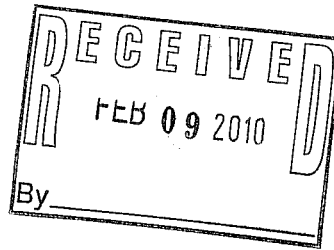


Any mailbox that is in violation of these Regulations shall be immediately removed by the owner upon notification by the Road Commission. If the owner has not removed the mailbox, the Road Commission in accordance with M.S.A. 9.251 will issue the owner an Encroachment Removal Order, where upon the owner will be granted 30 days to remove the unacceptable mailbox. Thereafter, the mailbox will be removed by the Road Commission at the owner's expense.

For damages caused by Genesee County Road Commission snow removal operations, a reimbursement to the property owner shall be made in the amount of \$20.00 per mailbox and/or post.

Thank you for your cooperation.





**Genesee County Storm Water
Management System**
**(Genesee County Drain Commissioner Division of Surface
Water Management)**

Financial Report
September 30, 2009

plante
m
moran

**Genesee County Storm Water
Management System**
**(Genesee County Drain Commissioner Division of Surface
Water Management)**

Financial Report
September 30, 2009

Genesee County Storm Water Management System

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Independent Auditor's Report

To Mr. Jeff Wright
Genesee County Drain Commissioner
Genesee County Storm Water
Management System
Flint, Michigan

We have audited the accompanying basic financial statements of Genesee County Storm Water Management System (Genesee County Drain Commissioner Division of Surface Water Management) (a component unit of Genesee County, Michigan) as of September 30, 2009 and for the year then ended, as listed in the table of contents. These financial statements are the responsibility of Genesee County Drain Commissioner Division of Surface Water's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of Genesee County Storm Water Management System as of September 30, 2009 and the changes in financial position, including cash flows, for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis is not a required part of the basic financial statements, but is supplemental information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management, regarding the methods of measurement and presentation of the required supplemental information. However, we did not audit the information and express no opinion on it.

Plante & Moran, PLLC

December 14, 2009

Genesee County Storm Water Management System

Management's Discussion and Analysis

Using this Annual Report

Genesee County Storm Water Management System (the "System") is the organization of storm water management services within Genesee County. The System was established in 2001 by the Genesee County Board of Commissioners (the "Board") under and pursuant to Act 342, Public Acts of Michigan 1939, as amended. The primary role of the System is to enable Genesee County (the "County") and the cities, villages, townships, and charter townships located within Genesee County ("member communities") to comply with the U.S. Environmental Protection Agency's Phase II Regulations. The activities to comply with the regulations include (a) public education and participation, (b) monitoring and mapping, which involve illicit discharge detection and elimination, and (c) best management practices for storm water discharge management controls. The Genesee County Drain Commissioner is designated by the board as the County agency responsible for the operation of the System.

This annual report consists of a series of financial statements and notes. The statement of net assets and the statement of revenue, expenses, and changes in net assets provide information about the financial activities of the System. This is followed by the statement of cash flows, which presents detailed information about the changes in the System's cash position during the period. The next section includes the notes to the financial statements, which disclose the System's significant accounting policies and additional information related to certain amounts included on the statement of net assets.

Financial Overview

The management's discussion and analysis is intended to serve as an introduction to the System's basic financial statements. In analyzing the System's financial position, it is important to recognize the mission of the System. As discussed above, the System's core objective is to implement storm water management services for the member communities within Genesee County. The evaluation of the financial data for the System relates to the measurements of the ability for the System to meet its goals by efficient operations as opposed to the ability to accumulate financial resources.

- The assets of the System exceeded its liabilities at September 30, 2009 by \$316,223 (net assets).
- The System's net assets decreased by \$32,651 during the fiscal year.
- Cash was \$338,171 at September 30, 2009.

Genesee County Storm Water Management System

Management's Discussion and Analysis (Continued)

Condensed Financial Information

The System charges its member communities and the County amounts equal to the System's cost of providing storm water management services. The operating plans for the Storm Water Management Program are set in five-year operating cycles. The present contract was in effect October 1, 2008 and will terminate October 1, 2013. Budgeted charges per each member community and County for public education and best management practices are based on population, the weighted average of developed parcels, and equivalent acreage within each community. Monitoring and mapping charges are accumulated and billed separately annually based on the actual costs incurred within each member community. Annual expenses for the program will vary throughout the five-year time frame. Member communities requested to be billed quarterly in equal installments with the knowledge that excess funds from earlier years will be utilized in later years when expenditures exceed revenues.

The following table represents condensed information about the System's financial position:

	September 30	
	2009	2008
Total assets - Current	\$ 355,734	\$ 494,327
Total liabilities - Current	39,511	145,453
Total net assets - Restricted for storm water management activities	<u>\$ 316,223</u>	<u>\$ 348,874</u>

The following table presents condensed information about the System's revenues and expenses:

	Year Ended September 30	
	2009	2008
Operating Revenue - Contributions from member communities	\$ 301,780	\$ 246,460
Operating Expenses		
Public education and participation	53,625	78,680
Monitoring and mapping	227,459	710,092
Best management practices	54,704	18,225
Total operating expenses	335,788	806,997
Other Nonoperating Income	1,357	34,593
Change in net assets	<u>\$ (32,651)</u>	<u>\$ (525,944)</u>

Genesee County Storm Water Management System

Management's Discussion and Analysis (Continued)

Economic Factors and Next Year's Operating Plans and Rates

The economy of Genesee County over the last several years has been a concern due to local employment conditions. Despite the economic challenges, Genesee County Storm Water Management System, at this time, does not anticipate any amendments to the five-year operating plan adopted by member communities and the board. Charges to members for the period ended September 30, 2009 will remain in effect for the duration of the five-year operating cycle, which expires October 1, 2013.

Contacting the System's Management

This financial report is intended to provide our member communities with a general overview of the System's finances and to show the System's accountability for the money it receives from the member communities and the County. If you have questions about this report or need additional information, we welcome you to contact the Genesee County Drain Commissioner.

Genesee County Storm Water Management System

Statement of Net Assets September 30, 2009

Assets

Cash and cash equivalents (Note 3)	\$ 338,171
Due from other governmental units	<u>17,563</u>
Total assets	355,734

Liabilities

Accounts payable	38,761
Advances from member communities and the County	<u>750</u>
Total liabilities	<u>39,511</u>

Net Assets - Restricted for storm water management activities	<u><u>\$ 316,223</u></u>
--	---------------------------------

Genesee County Storm Water Management System

Statement of Revenue, Expenses, and Changes in Net Assets Year Ended September 30, 2009

Operating Revenue - Contributions from member communities	\$ 301,780
Operating Expenses	
Public education and participation	53,625
Monitoring and mapping	227,459
Best management practices	<u>54,704</u>
Total operating expenses	<u>335,788</u>
Operating Shortfall	(34,008)
Nonoperating Revenue - Interest income	<u>1,357</u>
Decrease in Net Assets	(32,651)
Net Assets - Beginning of year	<u>348,874</u>
Net Assets - End of year	<u><u>\$ 316,223</u></u>

Genesee County Storm Water Management System

Statement of Cash Flows Year Ended September 30, 2009

Cash Flows from Operating Activities

Cash received from member communities	\$ 284,217
Cash payments to suppliers for goods and services	<u>(441,730)</u>
Net cash used in operating activities	(157,513)

Cash Flows from Investing Activities - Interest received on investments 1,357

Net Decrease in Cash and Cash Equivalents (156,156)

Cash and Cash Equivalents - Beginning of year 494,327

Cash and Cash Equivalents - End of year \$ 338,171

Reconciliation of Operating Shortfall to Net Cash from Operating Activities

Operating shortfall	\$ (34,008)
Adjustments to reconcile operating shortfall to net cash from operating activities - Changes in assets and liabilities:	
Change in due from members - Quarterly billings	(17,563)
Change in accounts payable	(102,942)
Change in advances from communities	<u>(3,000)</u>

Net cash used in operating activities \$ (157,513)

Genesee County Storm Water Management System

Notes to Financial Statements September 30, 2009

Note 1 - Nature of Entity

Genesee County Storm Water Management System (Genesee County Drain Commissioner Division of Surface Water Management) (the "System") was established in March 2001 by the Genesee County Board of Commissioner's Office pursuant to Act 342, Public Acts of Michigan, 1939. Genesee County Storm Water Management System is responsible for administration services necessary to enable the County and the cities, villages, townships, and charter townships located within the County to comply with the Phase II Regulations established by the United States Environmental Protection Agency (EPA) in the Federal Register on December 8, 1999. The Drain Commissioner's Office was designated and appointed as the "County Agency" for the System to manage and operate the System.

Operating Plan Information - A five-year operating plan was adopted on the full-accrual basis of accounting. The five-year plan was prepared by the System's director and was adopted by the Genesee County Board of Commissioners and the member communities. The five-year operating plan commenced on October 1, 2008 and expires on October 1, 2013.

The plan has been adopted on a straight-line basis; expenses are set not to exceed the net assets.

There were no overruns in comparison to the adopted plan at September 30, 2009.

Note 2 - Summary of Significant Accounting Policies

The accounting policies of the System conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The following is a summary of the significant accounting policies:

Reporting Entity - The System is a component unit of Genesee County, Michigan (the "County") and is included in the basic financial statements of the County. The System was established by the Genesee County Board of Commissioners pursuant to Act 342 of the Public Acts of Michigan, 1939. The accompanying basic financial statements have been prepared in accordance with criteria established by the Governmental Accounting Standards Board for determining the various governmental organizations to be included in the reporting entity. In accordance with these guidelines, there are no component units to be included in these financial statements.

Genesee County Storm Water Management System

Notes to Financial Statements September 30, 2009

Note 2 - Summary of Significant Accounting Policies (Continued)

Basis of Accounting - The accrual basis of accounting is used by the System. The System follows all pronouncements of the Governmental Accounting Standards Board and those of the Financial Accounting Standards Board issued prior to November 30, 1989. The System has elected not to follow private sector standards issued after November 30, 1989.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. Actual results could differ from those estimates.

Operating Revenue - Operating revenue represents billings to member communities based on the System's five-year operating plan.

Bank Deposits - Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired.

Due from Other Governmental Units - Due from other governmental units represents amounts that will be collected from the member communities to pay for the System's operational and administrative costs.

Note 3 - Deposits and Investments

Michigan Compiled Laws Section 129.91 (Public Act 20 of 1943, as amended) authorizes local governmental units to make deposits and invest in the accounts of federally insured banks, credit unions, and savings and loan associations that have offices in Michigan. The local unit is allowed to invest in bonds, securities, and other direct obligations of the United States or any agency or instrumentality of the United States; repurchase agreements; bankers' acceptances of United States banks; commercial paper rated within the two highest classifications, which matures not more than 270 days after the date of purchase; obligations of the State of Michigan or its political subdivisions, which are rated as investment grade; and mutual funds composed of investment vehicles that are legal for direct investment by local units of government in Michigan.

Genesee County Storm Water Management System

Notes to Financial Statements September 30, 2009

Note 3 - Deposits and Investments (Continued)

The Drain Commissioner has designated four banks for the deposit of its funds. The investment policy adopted by the board in accordance with Public Act 196 of 1997 has authorized investment in bonds and securities of the United States government, bank accounts, and CDs, but not the remainder of state statutory authority as listed above. The Drain Commissioner's deposits and investment policies are in accordance with statutory authority.

The Drain Commissioner's cash and investments are subject to custodial credit risk, which is examined in more detail below:

Custodial Credit Risk of Bank Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Drain Commissioner's deposits may not be returned to it. The Drain Commissioner does not have a deposit policy for custodial credit risk. At year end, the Drain Commissioner had \$386,749 of bank deposits (checking accounts), of which \$136,749 was uninsured and uncollateralized. The Drain Commissioner believes that due to the dollar amounts of cash deposits and the limits of FDIC insurance, it is impractical to insure all deposits. As a result, the Drain Commissioner evaluates each financial institution with which it deposits funds and assesses the level of risk of each institution; only those institutions with an acceptable estimated risk level are used as depositories.

Note 4 - Risk Management

The System is exposed to various risks of loss related to property loss, torts, and errors and omissions. The System is being operated as part of the Genesee County Drain Commissioner's activities. The Surface Water Management Division of the Genesee County Drain Commissioner's insurance would cover the activities of the System.



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

February 18, 2010

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

RE: National Pollutant Discharge Elimination System (NPDES)
Engineering Services Proposal

Dear Mr. Bueche:

ROWE Professional Services Company is pleased to provide the city with a proposal to complete requirements set forth by the State of Michigan's water quality permitting guidelines.

The NPDES permit has been established through the Federal Water Pollution Control Act, for the regulation of stormwater discharges from municipal separate storm sewer systems (MS4s) into the waters of the state. Authorization of point source discharges from the city's storm sewer collection system will require continued compliance with the city's Certificate of Coverage (COC). Based on the city's current COC issued on June 30, 2009, the following tasks must be completed:

1. **On or before June 1, 2010** – The permittee shall submit a revised/updated Storm Water Pollution Prevention Initiative (SWPPI); this will involve updates to the following:
 - Public Education Plan (PEP)
 - Illicit Discharge Elimination Plan (IDEP)
 - Storm water pollution prevention plan (SWPPP) for all municipal fleet maintenance and storage yards.
 - Storm sewer mapping to identify all storm sewer point discharge locations from the city's storm sewer collection system.
2. **On or before June 1, 2011** - The permittee shall submit the first progress report.
3. **On or before June 1, 2013** - The permittee shall submit a second progress report.

ROWE can provide the above referenced tasks for a fee of \$46,940 for the first year. We anticipate an annual engineering budget of \$10,000 per year for subsequent years until the COC expires on April 1, 2013 (assuming the scope of permit requirements remains consistent with today's regulations). Attached is a breakdown per task for our fees during the first year.

Mr. Paul Bueche, City Manager
February 18, 2010
Page 2


Based on the efforts of the watershed group (Genesee County) to date, the following tasks should be completed by this group:

- Update of the Middle Flint River Watershed Plan (WMP)
- Update language in the storm water ordinance to comply with the provisions of the NPDES permit.

Should the city decide to engage our services for this work, coordination between the city and the Genesee County Drain Commissioner's office should take place to re-negotiate any contractual obligations the city may have with their office.

We appreciate the opportunity to assist the city with NPDES permitting requirements. Should you have any questions or need any additional information, please feel free to call our corporate office (810) 341-7500.

Sincerely,
ROWE Professional Services Company



Louis P. Fleury, P.E.
Project Manager

Attachment: Cost Breakdown

**City of Swartz Creek
NPDES PERMITTING
Engineering Fee Breakdown
February 18, 2010**

1. Update Storm Water Pollution Prevention Initiative (SWPPI) – YEAR 1

- A. Public Education Plan (PEP) – For the purpose of promoting an awareness of pollution prevention, the PEP will be updated accordingly to incorporate watershed education which will encourage the public to minimize the discharge of pollutants in the storm sewer. All documentation prepared will be posted on the city and county website. \$6,280
- B. Illicit Discharge Elimination Plan (IDEP) – The IDEP plan is an ongoing effort to detect and eliminate illicit connections and discharges from the city’s storm sewers. ROWE will utilize the city’s storm sewer system map to field verify all outfall locations. In addition, all watercourses within the city limits will be walked to identify any unmapped outfalls (the storm sewer map will be updated accordingly). All identified outfalls will be inspected during dry weather conditions; if flow is present, laboratory testing will be conducted to detect potential contaminants. Further efforts will be made to locate the specific source of all contaminated outfalls.
..... \$20,280
- C. Storm Water Pollution Prevention Program (SWPPP) – The SWPPP will be developed to follow criteria established under the general permit for the city’s fleet maintenance and storage yards. The plan, at a minimum, will include the following:
- Buildings
 - Storage and disposal areas
 - Secondary containment structures and descriptions of what they contain
 - Storm water discharge points
 - Location of storm water and non-storm water inlets contributing to each discharge point
 - Location of NPDES-permitted discharges other than storm water
 - Outlines of drainage areas contributing to each discharge point
 - Structural runoff controls
 - Areas of vegetation
 - Areas of exposed soils
 - Impervious surfaces
 - Name and location of receiving waters
 - Areas of known or suspected impacts on surface waters as designated under Part 201 of the Michigan Act
 - A list of all materials that could pollute storm water, all potential contaminants will include an explanation of how the contaminant could come into contact with storm water
 - An evaluation of potential surface runoff conditions which could lead to pollution in the storm water, as well as potential discharge point locations
 - A preventative maintenance plan for handling potential contaminants will be established
 - Based on findings, best management practices (BMPs) may be incorporated into the plan for proper handling of contaminants.
- \$16,420

- D. Progress Reporting – Progress reports will be submitted by the dates indicated in the COC. Reports will include the status for the implementation of the permit and any progress made relative to pollution prevention. All joint efforts with other groups (such as the watershed group) will be documented. \$3,960

TOTAL ENGINEERING FEE (YEAR 1)..... \$46,940

**2. PERFORM TASKS TO MAINTAIN COMPLIANCE WITH THE CITY'S COC
SUBSEQUENT YEARS (APRIL 1, 2011 – APRIL 1, 2012)**

- Update SWPPI including:
 - PEP
 - IDEP
 - SWPPP
- Progress Reporting
..... **\$10,000/year**

POTTER CONSULTING

February 4, 2010

City of Swartz Creek
8083 Civic Drive
Swartz Creek, Mi 48473-1498

RE: Proposal for NPDES Storm Water and Soil Erosion Program Analysis

Dear Mr. _____:

Thank you for the opportunity to provide a proposal for preparing a report analyzing the process necessary to withdraw from the GCDC NPDES Storm Water program and the GCDC-WWS Soil Erosion program and setting them up in the private sector. The following tasks are included:

- Develop the steps associated with the withdrawal from both programs.
- Identify the probable costs incurred to set the two programs up in the private sector.
- Meet with GCDC to determine potential timing of withdrawal.
- Meet with MDEQ/DNRE staff to determine any associated regulatory issues or requirements.
- Develop the probable cost of operating the programs from the private sector.
- Analyze the cost effectiveness of operating the programs in the private sector.
- Develop a potential fee structure for soil erosion inspection services.

We are requesting a not to exceed budget of \$2,500 for these services. Due to the nature of this project this is a not to exceed project cost based on our best estimate of the level of effort required. As the project moves forward we will track the associated costs and should we approach the budgeted project cost, we will seek approval of any additional project costs prior to incurring them.

We appreciate the opportunity to assist the City with this study. If you find this proposal acceptable, please sign and return to our office. Should you have any questions or need any additional information, please feel free to call me at 810-577-6849.

Sincerely,

Dan Potter
Potter Consulting

cc: Tom Svrcek, Director of Public Services

Accepted by _____ Date _____



4468 Mapleleaf Drive
Grand Blanc, Mi. 48439

PHONE (810) 577-6849
FAX (810) 715-2595
E-MAIL dan53053@comcast.net



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-
WATER & WASTE SERVICES

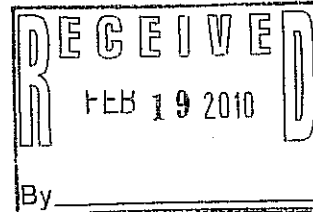
JEFFREY WRIGHT
COMMISSIONER

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 • FAX (810) 732-9773

MEMORANDUM

DATE: February 17, 2010
TO: Advisory Board Members
FROM: John F. O'Brien, P.E., Director *JFO*
SUBJECT: Water Rates - Revised Memorandum
DWSD Increase



On January 26, 2010, I sent out a memo explaining the proposed rates for the Detroit Water and Sewerage Department for the 2010-2011 cycle. The rate sheet that was attached to the memo was correct; however, the memo stated the increase would be \$1.53 per 100 cubic feet.

The proposed rate increase to Flint/Genesee represents a 10.7% rate increase or \$1.53 per 1,000 cubic feet or **\$0.153 per 100 cubic feet**. This increase represents an increase to the average customer of \$22.00 per year. This rate would take effect on July 1, 2010.

I have enclosed another rate sheet for your convenience.

Water Customers:

- City of Burton
- Clayton Township
- City of Clio
- Davison Township
- Flint Township
- City of Flushing
- Flushing Township
- Gaines Township
- Grand Blanc Township
- City of Montrose
- Montrose Township
- City of Mt. Morris
- Mt. Morris Township
- Mundy Township
- Richfield Township
- City of Swartz Creek
- Thetford Township
- Vienna Township

Copy added, Juanita, Jan

GENESEE COUNTY WATER SUPPLY SYSTEM
 RATES FOR SERVICE FOR WATER BILLS RENDERED
 ON AND AFTER AUGUST 2, 2010

The rates to be charged for water furnished by the System shall be as hereinafter set forth. Water to be furnished by the System shall be measured by a meter or equivalent meters, installed and controlled by the County. Charges for water service will be made for water furnished based upon monthly, bimonthly, and quarterly billings as set forth herein.

I. RATES BASED ON SUMMATION OF INDIVIDUAL METER READINGS (MONTHLY CHARGES)

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 13.38	\$13.38
3/4	\$ 20.07	¾ or larger \$20.07
1	\$ 33.45	
1-1/2	\$ 66.90	
2	\$ 107.04	
3	\$ 200.70	
4	\$ 334.50	
6	\$ 669.00	
8	\$ 1,070.40	
10	\$ 1,605.60	
12	\$ 2,876.70	

DRAFT

(Irrigation meters are an automatic charge May 1 through October 31 or any quarter that usage is recorded) Rate becomes effective on date signed.

II. RATES BASED ON MASTER METER READINGS

A. MONTHLY

<u>Equivalent Meters</u>	<u>Readiness to Serve Charge @ \$131.83 / eq. meter</u>
25	\$ 3,295.75
50	\$ 6,591.50
80	\$ 10,546.40
120	\$ 15,819.60
165	\$ 21,751.95
215	\$ 28,343.45
320	\$ 42,185.60

The number of equivalent meters is based on the peak monthly flow from the prior calendar year. An equivalent meter size will be determined based on the peak monthly flow being 75% of the meter capacity. The meter capacity and number of capacity equivalent meters will be based on current AWWA standards. The meter size and number of equivalent meters will be based on standard meter sizes, with a minimum of 25 equivalent meters.

III. COMMODITY CHARGES (applies to both Individual and Master Meters):

The total commodity charge is \$2.70 per 100 cubic feet. This sum is the total of \$0.849 per 100 cu.ft. plus the DWSD commodity charge, which is charged to the City of Flint and City of Flint mark-up - currently estimated at \$1.844 per 100 cu. ft.

IV. QUARTERLY RATES (applies to Individual Meters):

Multiply readiness to serve charge by three.

V. WATER STATION RATES

The commodity charge for watering is \$3.27 per 100 cubic feet (0.25 per 55 gallons). No Readiness to Serve charge. Accounts shall be billed monthly.

VI. HYDRANT METER RATES

The commodity charge is \$3.27 per 100 cubic feet. No Readiness to Serve charge. Accounts shall be billed within 30 days of use.

VII. COUNTY CAPITAL IMPROVEMENT FEE

The County will charge a Capital Improvement Fee of \$1,000 per unit based upon the Residential Equivalent Units prior to the issuance of a Water Permit (B-Permit). The County Agency shall collect the fee.

VIII. CITY OF FLINT FRANCHISE RATES

The County will add \$1.00 per month to the amount the City of Flint bills the franchise customers for each 5/8-inch meter equivalence plus \$0.10 per each 100 cubic feet of volume used.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Jeffrey Wright, Drain Commissioner, as County Agency under the provisions of Act 342, Michigan Public Acts of 1939, as amended.

Dated: _____

JEFFREY WRIGHT
 Genesee County Drain Commissioner, the County Agency

DRAFT

Adam



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

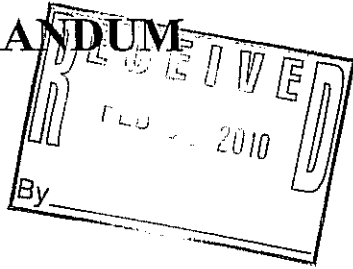
-DIVISION OF-
WATER & WASTE SERVICES

JEFFREY WRIGHT
COMMISSIONER

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617
PHONE (810) 732-7870 • FAX (810) 732-9773

- Water Customers:
- City of Burton
 - Clayton Township
 - City of Clio
 - Davison Township
 - Flint Township
 - City of Flushing
 - Flushing Township
 - Gaines Township
 - Grand Blanc Township
 - City of Montrose
 - Montrose Township
 - City of Mt. Morris
 - Mt. Morris Township
 - Mundy Township
 - Richfield Township
 - City of Swartz Creek
 - Thetford Township
 - Vienna Township

MEMORANDUM



DATE: January 26, 2010

TO: Advisory Board Members

FROM: John F. O'Brien, P.E., Director *JFO*

SUBJECT: Water Rates
DWSO Increase

On January 22, the Detroit Water and Sewerage Department announced its proposed rates for the 2010-2011 cycle. The proposed rate for Flint/Genesee is \$15.85. This represents a 10.7% rate increase or \$1.53 per 100 cubic feet. This rate would take effect on July 1, 2010.

The proposed rates will have to be approved by both the DWSO Board and the Detroit City Council. In most recent years, this procedure has taken 4 months leaving little time for the local communities to react.

I have enclosed a draft Genesee County rate sheet for your consideration. If the rates go in effect on July 1, 2010, our first billings of the new rate will be August for monthly accounts and September for bi-monthly and quarterly accounts.

This increase will cost the local resident \$1.50 a month or \$18.00 per year. This rate increase will result in another \$2.2 million leaving the region and going to Detroit.

As the process moves forward we will keep you apprised. Please use the attached information to proceed with any adjustment that may be needed in your local rates.

16



**GENESEE COUNTY WATER SUPPLY SYSTEM
RATES FOR SERVICE FOR WATER BILLS RENDERED
ON AND AFTER AUGUST 2, 2010**

The rates to be charged for water furnished by the System shall be as hereinafter set forth. Water to be furnished by the System shall be measured by a meter or equivalent meters, installed and controlled by the County. Charges for water service will be made for water furnished based upon monthly, bimonthly, and quarterly billings as set forth herein.

I. RATES BASED ON SUMMATION OF INDIVIDUAL METER READINGS (MONTHLY CHARGES)

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 13.38	
3/4	\$ 20.07	\$13.38
1	\$ 33.45	¾ or larger \$20.07
1-1/2	\$ 66.90	
2	\$ 107.04	
3	\$ 200.70	
4	\$ 334.50	
6	\$ 669.00	
8	\$ 1,070.40	
10	\$ 1,605.60	
12	\$ 2,876.70	

(Irrigation meters are an automatic charge May 1 through October 31 or any quarter that usage is recorded) Rate becomes effective on date signed.

II. RATES BASED ON MASTER METER READINGS

A. MONTHLY

<u>Equivalent Meters</u>	<u>Readiness to Serve Charge @ \$131.83 / eq. meter</u>
25	\$ 3,295.75
50	\$ 6,591.50
80	\$ 10,546.40
120	\$ 15,819.60
165	\$ 21,751.95
215	\$ 28,343.45
320	\$ 42,185.60

The number of equivalent meters is based on the peak monthly flow from the prior calendar year. An equivalent meter size will be determined based on the peak monthly flow being 75% of the meter capacity. The meter capacity and number of capacity equivalent meters will be based on current AWWA standards. The meter size and number of equivalent meters will be based on standard meter sizes, with a minimum of 25 equivalent meters.

III. COMMODITY CHARGES (applies to both Individual and Master Meters):

The total commodity charge is \$2.70 per 100 cubic feet. This sum is the total of \$0.849 per 100 cu.ft. plus the DWSD commodity charge, which is charged to the City of Flint and City of Flint mark-up - currently estimated at \$1.844 per 100 cu. ft.

IV. QUARTERLY RATES (applies to Individual Meters):

Multiply readiness to serve charge by three.

V. WATER STATION RATES

The commodity charge for watering is \$3.27 per 100 cubic feet (0.25 per 55 gallons). No Readiness to Serve charge. Accounts shall be billed monthly.

VI. HYDRANT METER RATES

The commodity charge is \$3.27 per 100 cubic feet. No Readiness to Serve charge. Accounts shall be billed within 30 days of use.

VII. COUNTY CAPITAL IMPROVEMENT FEE

The County will charge a Capital Improvement Fee of \$1,000 per unit based upon the Residential Equivalent Units prior to the issuance of a Water Permit (B-Permit). The County Agency shall collect the fee.

VIII. CITY OF FLINT FRANCHISE RATES

The County will add \$1.00 per month to the amount the City of Flint bills the franchise customers for each 5/8-inch meter equivalence plus \$0.10 per each 100 cubic feet of volume used.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Jeffrey Wright, Drain Commissioner, as County Agency under the provisions of Act 342, Michigan Public Acts of 1939, as amended.

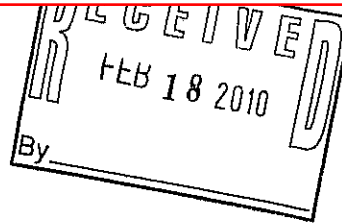
Dated: _____

JEFFREY WRIGHT
Genesee County Drain Commissioner, the County Agency



The annual cost for this is \$750. Council decision if we wish to continue with this program.

February 15, 2010



Subject: **Genesee County Household Hazardous Waste Contributions**

Board of Directors

- Linda Barber
Mission of Peace
- Gordon Barden
Village of Otisville
- Ron Butler
United Way of Genesee County
- Larry Casler
Genesee Intermediate School District
- Dan Emerton
UAW Local 599
- Greg Gaines
Mr. Rogers Program
- Gary Haggart
Shelter of Flint
- Kay Kelly
Crossroads Village Summer Theater Festival
- Michael Kelly
Mott Community College
- Roxy Moreno
Woodhaven Senior Community
- Cary Rouse
Michigan Department of Transportation
- Dale Scanlon
Citizens Nuisance Task Force
- Nayyirah Shariff
Community Volunteer
- John Summers
Community Volunteer
- Sheila Taylor
Genesee County Metropolitan Planning Commission
- Brian VanPatten
Genesee County Parks and Recreation Commission
- Betty Walker
Walker Farms & Greenhouse

Dear Mr. Bueche :

Since 1993, a consortium of organizations have worked together to provide the collection of household hazardous waste. Collections are held twice per year in Genesee County. Since the start of this program and with efforts from many entities, over 1.6 million pounds of hazardous waste has been collected and properly disposed of from county residents.

The spring and fall events in 2009 collected over 127,000 pounds of hazardous waste at a cost of \$31,581, which included materials from Swartz Creek residents. The next collection is scheduled for **May 15, 2010** at Grand Blanc High School.

As this program becomes more successful in removing harmful materials from the environment, the cost to dispose of larger quantities also increases. We know you recognize the importance of hazardous waste collection and are hopeful that you will join the other municipalities by providing financial support and encourage your residents to participate. Municipalities who contribute funds to the program are given priority when we are considering sites for future collections. Please see the attached suggested donation amount which is based on the size of your community.

In the past, the donations to help finance these collections have been sent to the Genesee County Recycling Coalition. Since 2008, Keep Genesee County Beautiful has provided fiscal responsibility for the Household Hazardous Waste collections in Genesee County.

This program continues to be successful with assistance from the municipalities, local volunteers, and support from Genesee County, the Genesee County Metropolitan Planning Commission, the Genesee County Health Department, General Motors, UAW Local 599, and several other local organizations. Should you have any questions regarding the use of the funding or the collection events, please contact Mr. Rob Losee at the Genesee County Health Department at 810-237-6164.

Thank you,

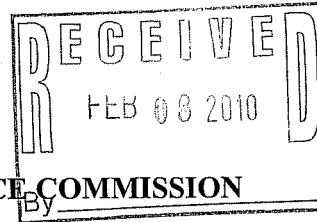
Karen West

Karen West, Program Director
Keep Genesee County Beautiful

Karen West
Program Director

Erin Caudell
Applewood Program Liaison

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION



**NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16191**

- Consumers Energy Company may increase its retail electric rates to provide additional revenue of approximately \$178 million annually above current base rate levels, if the Michigan Public Service Commission approves its request.
- **A TYPICAL RESIDENTIAL CUSTOMER USING 680 KILOWATT HOURS (kWh) PER MONTH MAY SEE AN ELECTRIC RATE INCREASE OF ABOUT \$77 PER YEAR.**
- 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, (800) 477-5050 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company, or at the Commission's Lansing offices, 6545 Mercantile Way, Suite 7, Lansing, Michigan.
- The first public hearing in this matter will be held:

DATE/TIME: February 16, 2010, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Sharon L. Feldman

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

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the January 22, 2010 application of Consumers Energy Company (Consumers Energy), seeking approval to increase its existing retail electric rates to provide additional revenues of approximately \$178 million annually and for other relief.

Consumers Energy's application states that factors contributing to the requested increase include: (i) ongoing investments in electric utility generation facilities, distribution facilities, and other electric utility infrastructure in order to provide safe and reliable service; comply with environmental and legal requirements; and invest in technology improvements; (ii) increasing operation and maintenance costs, and (iii) maintaining a reasonable capital structure and balance sheet to maintain credit ratings and to attract capital necessary for utility operations during a period in which Consumers Energy is experiencing higher financing costs, costs of capital are increasing, and investors are more risk averse.

Consumers Energy states that, as set forth in 2008 PA 286, if the Commission has not acted upon the Company's application within 180 days of the filing, the Company may implement up to the amount of the proposed annual rate request through increases applied to all rates.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets Website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6170 or by e-mail at mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by February 9, 2010. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's attorney, H. Richard Chambers, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to make a statement of position without becoming a party to the case, may participate by filing an appearance. To file an 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. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's Web site, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

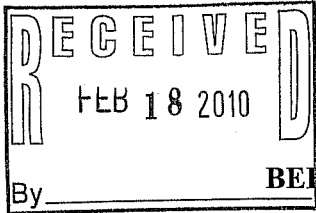
A copy of Consumers Energy's request may be reviewed on the Commission's Web site at michigan.gov/mpscedockets, and at the office of Consumers Energy Company, One Energy Plaza, Jackson, Michigan. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6170.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 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, 1999 AC, R 460.17101 et seq.

[Details of the proposals are contained in the application and filing materials.]

[CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.]

January 28, 2010



**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**REVISED NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-15645**

- Consumers Energy Company proposes to issue a refund of \$2,986,000, plus interest, to those electric customers who paid provisional rates in excess of final rates approved by the Michigan Public Service Commission for the period May 14, 2009 through November 12, 2009.
- 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, (800) 477-5050 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company, or at the Commission's Lansing offices, 6545 Mercantile Way, Suite 7, Lansing, Michigan.
- The first public hearing in this matter will be held:

DATE/TIME: March 3, 2010, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Sharon L. Feldman

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

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the January 6, 2010 application of Consumers Energy Company (Consumers Energy), seeking approval to refund \$2,986,000, plus interest, pursuant to MCL 460.6a with respect to the provisional rates implemented by Consumers Energy for the period May 14, 2009 through November 12, 2009. Consumers Energy is also seeking Commission approval to find that the Company properly reconciled the distribution of the \$36.04 million of Palisades' proceeds, approve the negative surcharges as reflected on its tariff sheet, and find that no customer rates or charges will be increased. **On January 25, 2010 the Commission issued an order in Case No. U-15645, directing Consumers Energy to update its January 6, 2010 filing for authority to**

issue refunds of self-implementation surcharges by February 22, 2010. Consumers Energy's updated filing shall reflect the revised revenue deficiency calculated in the January 25, 2010 order and is expected to result in a revised refund proposal.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets Website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6170 or by e-mail at mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by February 24, 2010. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's attorney, Jon R. Robinson, One Energy Plaza, Jackson, Michigan 49201.

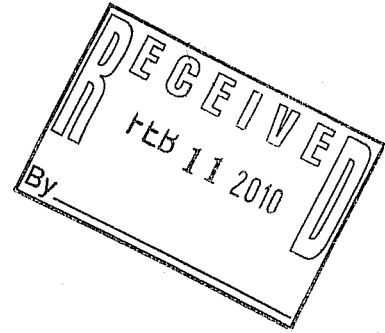
Any person wishing to make a statement of position without becoming a party to the case, may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's Web site, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's request may be reviewed on the Commission's Web site at michigan.gov/mpscedockets, and at the office of Consumers Energy Company, One Energy Plaza, Jackson, Michigan. 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.

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.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

February 8, 2010
Revised



*****AUTO**5-DIGIT 48473 6498

CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK MI 48473-1498

RE: 2010 Energy Efficiency Incentives

As Consumers Energy begins the second year of its energy efficiency program for commercial and industrial customers, we wanted to share a few highlights from 2009. More than 1,500 customers participated in the first year installing new energy efficient equipment, saving significant amounts of electricity and natural gas and reducing their utility bills. They also received \$5.6 million in energy efficiency incentive payments.

Incentives for the 2010 program have been changed, including new incentives for installing energy efficient equipment. Some of these include:

- Light-emitting diode (LED) exterior lighting incentives for parking lot, garage and streetlights replacing metal halide or sodium vapor lights
- LED interior lighting incentives for LED spotlights replacing halogen or incandescent bulbs
- Network power management computer software
- New construction project measures

Also, we've increased incentives on a number of measures including:

- Compact fluorescent lights replacing incandescent bulbs
- High efficiency boilers
- Boiler tune-ups
- Steam trap repair/replacement

This is a great time for you to upgrade your facilities and take advantage of these energy efficiency incentives. Visit our Web site at www.consumersenergy.com to get the latest information and get started saving energy and saving money.

Sincerely,

The Consumers Energy Business Solutions Team
Telephone: (877) 607-0737
E-mail: ConsumersEnergyBusinessSolutions@kema.com

Paul Bueche

From: Raynetta Speed [lucille@thelandbank.ccsend.com] on behalf of Raynetta Speed [rspeed@co.genesee.mi.us]
Sent: Thursday, February 18, 2010 2:46 PM
To: Paul Bueche
Subject: Building Neighborhood Power: Block Club Training Workshops



Block Club Training Workshops

[\(Click here to download Flyer\)](#)

Starting and Strengthening a Block Club

DATE: Thursday, February, 18, 2010

TIME: 5:30pm-7:30pm

LOCATION: Durant-Tuuri-Mott Community Center,
1430 West University Drive (3rd Avenue), Flint, 48504

MORE: Learn the basics of starting a block club

Working Together

DATE: Saturday, February 27, 2010

TIME: 10:00am-2:00pm

LOCATION:

YWCA Greater Flint, 310 East Third Street, Flint, 48502

MORE: Learn how to have productive conversations, articulate a vision and purpose for your group, and manage conflict.

Running Effective Meetings

DATE: Wednesday, March 17th

TIME: 5:30pm-7:30pm
LOCATION: GCCARD, 601 North Saginaw Street, Flint, 48502
MORE: Learn how to get the most out of your meetings.

Plan for your Neighborhood

DATE: Saturday, March 27, 2010
TIME: 10:00am - 2:00pm
LOCATION: GCCARD, 601 North Saginaw Street, Flint, 48502
MORE: Learn the basics of project planning and neighborhood planning to create change in your neighborhood.

Accessing Resources

DATE: Wednesday, April 14, 2010
TIME: 5:30pm - 7:30pm
LOCATION: GCCARD, 601 North Saginaw Street, Flint, 48502
MORE: Learn about potential resources available for your block club activities.

How to Get the Word Out

DATE: Wednesday, May 19, 2010
TIME: 5:30pm - 7:30pm
LOCATION: GCCARD, 601 North Saginaw Street, Flint, 48502
MORE: Learn how to build membership and support for your block club projects.

~Light refreshments provided~

~FREE and open to the public~

Please RSVP no later than noon on the day before
the session that you plan to attend
(810)237-6926 or (810) 257-3088 ext. 536
or email
rspeed@co.genesee.mi.us

Please forward this email to anyone you think might be interested in
attending.

Building Neighborhood Power is created by the City of Flint Police Department, Durant-Tuuri-Mott Community Center, Genesee County Land Bank, Salem Housing Community Development Corporation, Applewood Initiative for Gardening and Community and the Greater Flint Community.

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