

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday February 8, 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 January 25, 2010 MOTION Pg. 7,39-45
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7,2-6
  - 6B. Monthly DPW Report Pg. 46-50
  - 6C. Monthly Check Ledger Pg. 51-56
  - 6D. Master Plan (Agenda Item) CD.
  - 6E. Master Plan Comments (Agenda Item) Pg. 57-61
  - 6F. City Manager's Contract (Agenda Item) Pg. 62-74
  - 6G. MDOT Call, Safety Projects Pg. 75-88
  - 6H. WWS Notice, Water Rate Increase Pg. 89-90
  - 6I. Energy Grant Award Pg. 91-93
  - 6J. Library Notice, Hours Change Pg. 94
  - 6K. DDA Notice, Meeting Cancellation Pg. 95
  - 6L. Consumers Energy Notice, Rate Increase Pg. 96-97
  - 6M. Legislative Updates Pg. 98-108
  - 6N. Planning Commission Packet, County CEDS Plan CD.
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Adopt Ordinance #406, Water System & Use RESO. Pg. 8, 8-29
  - 8B. Set City-Wide Rates & Fees RESO. Pg. 29,29-37
  - 8C. Adopt Master Plan RESO. Pg. 38, CD
  - 8D. City Manager Contract RESO. Pg. 62-74
  - 8E. FEMA Flood Plains DISC. Pg.
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 8, 2010 7:00 P.M.**

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 5-February-2010

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**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 <sup>th</sup> :	Discussion, Direction
April 12 <sup>th</sup> :	Present Draft, Discussion, Set Public Hearing
May 10 <sup>th</sup> :	Public Hearing, Discussion
Special Meeting:	If Desired By Council
May 24 <sup>th</sup> :	Adopt Budget
June 14 <sup>th</sup> :	Truth in Taxation Hearing, Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 28 <sup>th</sup> :	Buffer Date, If Needed
June 30 <sup>th</sup> :	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 4<sup>th</sup>. 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** (*Resolutions*)  
Included with tonight's agenda is a final draft Water System & Water Use Ordinance. This ordinance has had extensive scrutiny by the staff. It's a hybrid using the County's as a base with provisions specific to us and rounded with various sections from around the state. This is a radical change from the way we have managed our system since Lassie was a pup. Bottom line, this will be a ready to serve charge that is paid all year long for every connection. From here, a user is then charged a commodity use fee. In other words, 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. Hopefully we have everything covered. Also included are updated rates, fees and charge for services resolution. As you recall, we changed our ordinances to allow user fees to be set by resolution of the Council. Tonight's resolution sets the water and sewer rates. Aside from the addition of a police towing and impound fee and some minor adjustments, all the others remain unchanged.
- ✓ **ADOPT MASTER PLAN** (*Resolution*)  
Included with tonight's agenda is the finished product of the City's five-year Master Plan. Mr. Zettel put an enormous amount of work into this document and it turned out great. The Planning Commission began work on it last summer finishing with a public hearing and final adoption at the PC Meeting of February 2<sup>nd</sup>. There was no public comment offered. Two letters were sent offering comments, one from the County WWS and the second from the County MPO. Adam will be present at tonight's meeting to address any comments the Council may have. I have a resolution of acceptance included with tonight's program.
- ✓ **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 11<sup>th</sup>. 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
<b>City Funded Totals</b>	-	-	<b>\$967,217</b>	<b>\$237,000</b>	<b>\$386,000</b>	<b>\$1,590,217</b>

**TRAIL SYSTEM (Status)**

Addressed above.

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

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 2<sup>nd</sup> 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.

**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.

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

An open house is planned for Friday February 12<sup>th</sup> between 9:00 AM and 5:00 PM. The Senior Center invites the Council to stop by and see the new facility.

- ✓ **LABOR CONTRACTS** (*Discussion*)  
All that's left here are my contract and some type of employment agreement with Mr. Kehoe. I have a draft copy of my contract included with tonight's packet. As are our other labor agreements, this one also is a pour over without change and a freeze in wages and benefits. I am nearly finished with a continuation of a history of milestones since my last contract visit, in November 2004. I have set this for discussion.
- ✓ **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*)  
We are looking at this and will be back in the future with a recommendation.
- ✓ **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** (*Status*)  
We have two designs, one is for High Pressure Sodium Lights (\$10,500); the other is LED Lights (\$20,240). In review, if we can get the entire amount funded by MDOT, staff recommends the LED. Although the technology is "cutting edge new", operational and maintenance costs for this type of lighting are significantly cheaper (as you recall, we are paying the electricity and maintenance on these lights). These designs include buried electrical lines and four foot concrete bases. Consumer's Energy has given us an estimate of the power drop. The cost is just under \$4,000 for a line that crosses Miller and drops to a meter near the northeast corner of the property (so much for trying to control additional overhead lines). At any rate, we'll be forwarding the quotes along to MDOT. I'll keep the Council informed.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)  
Nothing new.
- ✓ **REWARDS FOR RECYCLING PROGRAM** (*Status*)  
We are taking a closer look at this program. We'll be back in the near future for some more conversation.
- ✓ **GO GREEN GRANT OPPORTUNITY** (*Status*)  
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**

### ✓ **MDOT CALL FOR SAFETY PROJECTS** (*Information*)

Included with tonight's packet is the annual MDOT Call for Safety Grant Projects. We have reviewed this and recommend we not submit for any projects this year. As you may recall, we submitted two projects on the last round (copies of the applications included), being the relocation of Fortino Drive to the north, and the conversion of Miller and Seymour traffic lights to mast arm. Both were denied funding. We believe that any submittals would rank low on funding priority and cost money for the engineering. Additionally, these projects have a construction match and do not cover design and construction engineering fees. Given the projects we have funded and queued in the TIP, expenses here seem unwarranted. If the Council feels different, or has any ideas or suggestions, please request a discussion item on this topic.

### ✓ **FEMA NFIP PROGRAM** (*Discussion*)

I've set this issue for a short discussion to bring the Council up to date on issues that have recently arisen.

## **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.

**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday February 8, 2010 7:00 P.M.**

**Resolution No. 100208-4A            MINUTES, JANUARY 25, 2010**

Motion by Councilmember: \_\_\_\_\_

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

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 100208-5A            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 8, 2010 to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 100208-6A            CITY MANAGER'S REPORT**

Motion by Councilmember: \_\_\_\_\_

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

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_



Motion by Councilmember: \_\_\_\_\_

**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 appeal 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 water mains, 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 water mains 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 five percent (2.5%) more or less than the actual quantity of water passing through it. If a meter registers in excess of five 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 21<sup>st</sup> day following the date of publication.

At a regular meeting of the City Council of Swartz Creek held on the 8<sup>th</sup> day of February, 2010, \_\_\_\_\_ moved for adoption of the ordinance and \_\_\_\_\_ supported the motion.

Voting for:  
Voting against:  
Absent:

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
Richard Abrams  
Mayor

Publish Date:                      Effective Date:

**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 8<sup>th</sup>, 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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
Juanita Aguilar, Clerk

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 100208-8B      ADOPT CITY-WIDE RATES, FEES AND CHARGES**

Motion by Councilmember: \_\_\_\_\_

**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 unnecessary)

(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 67<sup>th</sup> 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 67<sup>th</sup> 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

**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

**Residential Heating System** (includes duct & pipe, new building only)

Gas/Oil Burning Equipment \$50  
 (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
<b><u>Tanks</u></b>	
Aboveground	\$20
Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10
<b><u>Piping-minimum fee \$25</u></b>	
Piping	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20
<b><u>Air Handlers/Heat Wheels</u></b>	
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
<b><u>Fire Suppression/Protection</u></b>	
(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
<b><u>Inspections</u></b>	
Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20
<b>D. Plumbing Inspection Fees</b>	
Application Fee (non-refundable)	\$50
<b><u>Mobile Home Park Site</u></b>	
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. <u>Site Plan Review:</u>	
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. <u>Building and Zoning:</u>	
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 Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
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  
Resolution No. 100208-\_\_

Dated July 11, 2005  
Dated February 8, 2010

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 100208-8C      ADOPT REVISED MASTER PLAN**

Motion by Councilmember: \_\_\_\_\_

**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.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday January 25, 2010 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 01/25/2010**

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, Krueger, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, Deputy City Clerk Deanna Korth.

Others Present: Boots Abrams, Tommy Butler, Sharon Klein, John Gilbert, Ron Schultz.

**APPROVAL OF MINUTES**

**Resolution No. 100125-01**

**(Carried)**

Motion by Mayor Pro-Tem Porath  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council hereby approve the Minutes, as presented, for the Regular Council Meeting, held January 11, 2009, to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 100125-02**

**(Carried)**

Motion by Councilmember Krueger  
Second by Councilmember Binder

**I Move** the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of January 25, 2010 to be circulated and placed on file.

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

## REPORTS AND COMMUNICATIONS:

### City Manager's Report

#### Resolution No. 100125-03

(Carried)

Motion by Councilmember Shumaker  
Second by Councilmember Binder

**I Move** the Swartz Creek City Council approve the City Manager's Report of January 25, 2010, to be circulated and placed on file.

Discussion Ensued.

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

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

## MEETING OPENED TO THE PUBLIC:

City Manager Bueche introduced Teri Banas from the Flint Journal/Swartz Creek News.

John Gilbert, 7459 Miller Rd., spoke about the Veteran's Memorial. Mr. Gilbert stated that he wants it known that the Memorial isn't a park, as it is listed in the paperwork, but a Memorial.

## COUNCIL BUSINESS:

### Appropriation, 2010 Cross Connection Control-Compliance Program, Hydro Designs

#### Resolution No. 100125-04a

(Amended Below)

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**WHEREAS**, compliant to the Safe Drinking Water Act of 1976 PA 339, the City of Swartz Creek instituted a Cross Connection Control and Compliance Program, and solicited and awarded sealed bids to Hydro-Designs Inc. of Troy Michigan to implement the program, and;

**WHEREAS**, Hydro-Designs have brought the City into full compliance with the Act and MI-DEQ Regulations, and;

**WHEREAS**, it is mandatory for the City to continue the program in order to remain in compliance with the Act and MDEQ Regulations, and;

**WHEREAS**, the work performed by Hydro-Designs is specialized, and;

**WHEREAS**, it is efficient, compliant and desirable for the City to remain with a single company to maintain compliancy and continued continuity of the established records currently maintained by Hydro-Designs,

**NOW THEREFORE**, the Swartz Creek City Council appropriates an amount not to exceed \$4,500, payment for yearly continuation of the City's Cross Connection Compliancy and Control Program, to Hydro-Designs Inc. of Troy Michigan, funds to be appropriated from 590, Water Supply

Discussion Took Place.

**Resolution No. 100125-04b**

**(Carried)**

Motion by Councilmember Krueger  
Second by Councilmember Hurt

**I MOVE** to strike the word "compliant" from the last "whereas" of the resolution for the Appropriation, 2010 Cross Connection Control-Compliancy Program, Hydro-Designs.

Discussion Ensued.

YES: Krueger, Porath, Shumaker, Binder, Hicks, Hurt.  
NO: Abrams. Motion Declared Carried.

**Resolution No. 100125-04c**

**(Amended) (Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**WHEREAS**, compliant to the Safe Drinking Water Act of 1976 PA 339, the City of Swartz Creek instituted a Cross Connection Control and Compliancy Program, and solicited and awarded sealed bids to Hydro-Designs Inc. of Troy Michigan to implement the program, and;

**WHEREAS**, Hydro-Designs have brought the City into full compliancy with the Act and MI-DEQ Regulations, and;

**WHEREAS**, it is mandatory for the City to continue the program in order to remain in compliancy with the Act and MDEQ Regulations, and;

**WHEREAS**, the work performed by Hydro-Designs is specialized, and;

**WHEREAS**, it is efficient, and desirable for the City to remain with a single company to maintain compliancy and continued continuity of the established records currently maintained by Hydro-Designs,

**NOW THEREFORE**, the Swartz Creek City Council appropriates an amount not to exceed \$4,500, payment for yearly continuation of the City's Cross Connection Compliancy and Control Program, to Hydro-Designs Inc. of Troy Michigan, funds to be appropriated from 590, Water Supply.  
Discussion Took Place.

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

### **Veterans Memorial Agreement**

**Resolution No. 100125-05**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**WHEREAS**, pursuant to an agreement dated July 10, 2006, the City leased property on Fortino Drive to the Swartz Creek Area Veterans Memorial Committee for the purpose of collecting donations and constructing a Veterans Memorial; and

**WHEREAS**, the memorial has been substantially completed with the exception of the purchase and placement of two statues; and

**WHEREAS**, the committee desires to transfer the memorial back to the City allowing it to be placed on the City's insurance policy, and further, continue collecting donations to finish the memorial as planned.

**NOW, THEREFORE, I Move** the City of Swartz Creek enter into an agreement with the Swartz Creek Area Veterans Memorial Committee allowing for the transfer of the Memorial, a copy of the agreement attached hereto.

Discussion Ensued.

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

### **Appoint TPA Ameraplan, Change Health Care Deductibles**

**Resolution No. 100125-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Hicks

**I Move** the City of Swartz Creek approve changes to its health care plan to allow for City funded capped deductibles for certain services, and further, appoint AmeraPlan of Troy Michigan as the City's third party administrator to manage the program, and further, direct the staff to execute all documents pertaining to the implementation of the plan and to set up the necessary financial and fund transfer accounts for payment, and further, to provide the Council with periodic financial status and usage reports.

Discussion Took Place.

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

**Appropriation, Data System Upgrades**

**Resolution No. 100125-07**

**(Carried)**

Motion by Mayor Pro-Tem Porath  
Second by Councilmember Krueger

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$7,000 plus 10% contingency, to the City's contracted IT Provider Infinite Solutions, \$2,000 for hardware upgrades and \$5,000 labor expenses, for the installation and programming of .NET Framework Software, expense budgeted in the current fiscal cycle, funds to be apportioned at the discretion of the City's Finance Director.

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

**Transportation Assistance Request**

**Resolution No. 100125-08**

**(Carried)**

Motion by Councilmember Krueger  
Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek, first known as Miller's Settlement, was incorporated in 1959 as a City in the State of Michigan; and

**WHEREAS**, the City incorporation included the General Motors Service Parts Operations (GM SPO) facility along Miller Road; and

**WHEREAS**, prior to the construction of Interstate I-69, Miller Road was a state highway, M-78, that connected downtown Swartz Creek with its neighborhoods, the GM plant, the City of Flint, and the City of Lansing; and

**WHEREAS**, the manufacturing economy shrank significantly, reducing the presence and viability of General Motors and its affiliates within the Flint region and including the Swartz Creek GM SPO facility; and

**WHEREAS**, the viability of the City of Swartz Creek has subsequently been threatened due to tax base reductions, job losses, aging infrastructure; and

**WHEREAS**, the City of Swartz Creek desires to reinvent itself as the primary western Genesee County community that provides an attractive, viable, and efficient place to live and carry out business in the twenty-first century; and

**WHEREAS**, the City of Swartz Creek feels its future viability relies on the structural integrity and appearance of its primary road, being Miller Road, as the connection between the community and the rest of the world logistically, visually, and symbolically.

**NOW, THEREFORE**, the City of Swartz Creek hereby pleads for financial assistance from its United States Representative, the Honorable Dale Kildee, to secure a future for Swartz Creek by channeling efforts into the aesthetic and functional reconstruction of Miller Road within the city limits of Swartz Creek.

Discussion Took Place

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

NO: None. Motion Declared Carried.

### **MEETING OPENED TO THE PUBLIC**

Tommy Butler, 40 Somerset, commented on the police dog Ike. Mr. Butler stated that the City should be proud of Ike.

### **REMARKS BY COUNCILMEMBERS:**

Councilmember Krueger questioned traffic tickets that were given due to drivers having no license. Mr. Krueger wanted to know if the vehicles were impounded. City Manager Bueche stated that unless there was another licensed driver willing to take the vehicle, then yes, the vehicle is impounded. Mr. Krueger stated that based on the crime report and fire department report, Swartz Creek must be one of the safest communities in Michigan. Mr. Krueger questioned a check for Porath Studios issued from the Fire Board.

Councilmember Shumaker spoke about how few foreclosures there are in the City. Mr. Shumaker talked about the relationship between the City Administration and the Veteran's Memorial Committee.

Councilmember Hicks questioned why Fire Chief Brent Cole is doing business under an assumed name. Councilmember Hurt responded that it was the Fire Board carrying out the wishes of the City and Clayton Township according to the original fire agreement.

Councilmember Binder spoke about the Fazoli's fundraiser for the Veteran's Memorial.

Councilmember Hurt spoke to the .Net explanation in the Council packet. Mr. Hurt stated that he attended the GAIN meeting.

Mayor Pro-Tem Porath talked about the written and spoken word, addressing the spell check problem. Mr. Porath spoke about Ameraplan and questioned whether savings from that plan could be put away in a fund for future use.

Mayor Abrams spoke to the Fire Budget surplus. Mr. Abrams talked about an incident report on the City Manager's report. Mr. Abrams spoke about earmarks for roads. Mr. Abrams spoke



about a communication from the Swartz Creek Sportsmen's Club thanking the City for the use of the Council Chambers for their annual yearly meeting.

**ADJOURNMENT:**

There being no objection, Mayor Abrams declared the meeting adjourned at 8:28 p.m.

Richard Abrams, Mayor

Deanna Korth, Deputy City Clerk

**Public Works**  
**Monthly Work Orders**  
02/01/10

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CKME09-0110 Completed	LU10-009127-0000-01	STEPANIC, FRANK 9127 LUEA LN	01/04/10 01/04/10	CHECK METER
CKME10-0112 Completed	BR10-005075-00B3-01	DR SINGH, KINCAID MANOR 5075 BRADY # B3 AVE	01/15/10 01/15/10	CHECK METER
CKME10-0113 Completed	FR10-004491-0000-01	RUSSELL, HELEN FAY 4491 FREDERICK ST	01/27/10 01/27/10	CHECK METER
CKME10-0114 Completed	MO10-004437-0000-02	TAG CO 4437 MORRISH RD	01/27/10 01/27/10	CHECK METER
FNRD10-0175 Completed	BR30-000028-0000-02	BIRCKELBAW, ANNE 28 BROOKFIELD DR	01/22/10 01/22/10	FINAL READ
FNRD10-0176 Completed	KI10-000046-0000-03	TOBY, SCOTT 46 KINGSLEY DR	01/22/10 01/22/10	FINAL READ
GWO10-0120 Completed	CA10-008336-0000-01	SW CR SCHOOL WAREHOUSE 8336 CAPPY LN	01/05/10 01/05/10	GENERIC WORK ORDE
GWO10-0121 Completed	MI10-007514-0000-01	FASHION TREND 7514 MILLER RD	01/14/10 01/14/10	GENERIC WORK ORDE
GWO10-0122 Completed	MI10-007188-0000-01	MAKSYMIU, DONALD 7188 MILLER RD	01/15/10 01/15/10	GENERIC WORK ORDE
GWO10-0123 Completed	MI10-007538-0000-01	CARLOCK, TINA 7538 MILLER RD	01/15/10 01/15/10	GENERIC WORK ORDE
GWO10-0124 Completed	JE10-004164-0000-01	LANTZ, PENNY 4164 JENNIE LN	01/25/10 01/25/10	GENERIC WORK ORDE
GWO10-0125	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	01/29/10	GENERIC WORK ORDE
MNT10-0037 Completed	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	01/12/10 01/12/10	BUILDING MAINTENA
MNT10-0038 Completed	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	01/20/10 01/20/10	BUILDING MAINTENA
MTRP09-0095 Completed	DO10-005410-0000-01	MEADER, JANIS 5410 DON SHENK DR	01/06/10 01/06/10	METER REPAIR
MTRP10-0100 Completed	CH20-008518-0000-01	HAWLEY, RONALD 8518 CHESTERFIELD DR	01/15/10 01/14/10	METER REPAIR
READ10-0124 Completed	GR10-005206-0000-01	SMITH, RENEE 5206 GREENLEAF DR	01/04/10 01/04/10	READ METER
READ10-0125 Completed	SP10-004444-0000-01	PALMER, PATRICIA 4444 SPRINGBROOK DR	01/12/10 01/12/10	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
READ10-0126 Completed	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	01/20/10 01/20/10	READ METER
READ10-0127	CR10-008230-SPRI-01	MIDDLE SCHOOL, SWARTZ CREEK 8230 CRAPO #SPRI ST	01/26/10	READ METER
READ10-0128	MI10-009189-SUMM-01	SAGE LINK CREDIT UNION 9189 MILLER #SUMM RD	01/27/10	READ METER
REPL10-0007 Completed	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	01/20/10 01/20/10	METER REPLACEMENT
STRT10-0005	HE10-005223-0000-01	GREEN, ROBERT 5223 HELMSLEY DR	01/27/10	STREET REPAIR
SWBK10-0008 Completed	WI10-005108-0000-01	SOCIA, MARK 5108 WINSHALL DR	01/25/10 01/25/10	SEWER BACKUP
SWR10-0013	MA20-008071-0000-01	JACHIM, LORI 8071 MAPLE ST	01/25/10	SEWER DRAIN PROBL
WOFF09-0269	SE20-005345-0000-01	RENO, DENNIS 5345 SEYMOUR RD	01/04/10	WATER TURN OFF
WOFF09-0271 Completed	CH20-009245-0000-01	HELMS, RONALD D 9245 CHESTERFIELD DR	01/04/10 01/04/10	WATER TURN OFF
WOFF09-0272 Completed	MY10-004290-0000-01	MOAK, ROBERT 4290 MAYA LN	01/04/10 01/04/10	WATER TURN OFF
WOFF09-0273 Completed	GR10-005332-0000-01	CROSS, J WAYNE 5332 GREENLEAF DR	01/04/10 01/04/10	WATER TURN OFF
WOFF10-0274 Completed	EL10-004072-0000-03	HOY, ANGELA 4072 ELMS RD	01/04/10 01/04/10	WATER TURN OFF
WOFF10-0275 Completed	EL10-004126-0000-03	WATKINS, ANGELA 4126 ELMS RD	01/07/10 01/07/10	WATER TURN OFF
WOFF10-0276 Completed	DU10-005224-0000-03	WOOD, THERESA 5224 DURWOOD DR	01/14/10 01/19/10	WATER TURN OFF
WOFF10-0277 Completed	WO10-005185-0000-01	HANEY, LAWANDA J 5185 WORCHESTER DR	01/11/10 01/12/10	WATER TURN OFF
WOFF10-0278 Completed	BR20-006169-0000-01	WISCHMEYER, S H 6169 BRISTOL RD	01/12/10 01/12/10	WATER TURN OFF
WOFF10-0279 Completed	MI10-006104-0000-02	MY FAMILY RESTAURANT 6104 MILLER RD	01/15/10 01/15/10	WATER TURN OFF
WOFF10-0281 Completed	J110-009292-0000-03	ABDULLA, ABDULLA 9292 JILL MARIE LN	01/21/10 01/22/10	WATER TURN OFF
WOFF10-0282 Completed	AR10-006242-0000-02	KELLEY, AMY 6242 ARLINGTON DR	01/25/10 01/25/10	WATER TURN OFF
WOFF10-0283	CE10-009267-0000-02	SUMNER, CLINT 9267 CEDAR CREEK CT	01/29/10	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WREP10-0013 Completed	SP10-004440-0000-01	HOUPT, LAURA M 4440 SPRINGBROOK DR	01/07/10 01/07/10	WATER REPAIRS
WTON09-0183 Completed	WO10-005332-0000-01	OSBORN, MITZI 5332 WORCHESTER DR	01/04/10 01/04/10	WATER TURN ON
WTON10-0187 Completed	EL10-004126-0000-03	WATKINS, ANGELA 4126 ELMS RD	01/05/10 01/05/10	WATER TURN ON
WTON10-0189 Completed	DU10-005224-0000-03	WOOD, THERESA 5224 DURWOOD DR	01/19/10 01/19/10	WATER TURN ON
WTON10-0190 Completed	LU10-009099-0000-01	PINTACURA, JACK 9099 LUEA LN	01/22/10 01/22/10	WATER TURN ON
WTON10-0191	MY10-004306-0000-01	SALE, DAVID 4306 MAYA LN	01/28/10	WATER TURN ON
WTON10-0192	SC20-005119-0000-01	STORER, HELEN 5119 SCHOOL ST	01/29/10	WATER TURN ON

Total Records: 45

DPS ACTIVITY - JANUARY 2010

	REG	HOL	VAC	ABSENT	OT	DT
<b>101 GENERAL FUND</b>						
101.0 COUNCIL						
172.0 EXECUTIVE						
253.0 TREASURER						
257.0 ASSESSOR						
262.0 ELECTIONS						
301.0 POLICE						
410.0 BLG-ADMIN-OBRIEN						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK						
782.0 WINSHALL GARBAGE						
783.0 ELMS PARK	1.00		0.11			
783.0 ELMS GARBAGE	5.00		0.33			
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	19.00	6.67	4.00			
792.0 P S BLDG	7.00	3.34	2.22			
793.0 CITY HALL	4.50	2.34	1.45			
794.0 COMM PROMO	20.00		1.56			
796.0 CEMETERY						
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	5.00		0.22			
474.0 TRAFFIC	2.00		0.11			
478.0 SNOW & ICE	43.50	10.67	6.50		29.50	6.00
482.0 ADMIN						
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	4.00		0.22			
474.0 TRAFFIC						
478.0 SNOW & ICE	72.50	21.32	16.27		18.00	5.00
482.0 ADMIN	6.16	1.76	0.39	0.50		
<b>226 GARBAGE FUND</b>						
528.0 COLLECT	5.00	1.33	1.22			
530.0 WOODCHIPPING	5.60	1.60	0.35	0.45		
793.0 CITY HALL	4.50	2.34	1.45			
<b>590 WATER</b>						
540.0 WATER SYSTEM	88.62	32.29	9.19	4.03		6.00
540.0 WATER-ON CALL						
542.0 READ & BILL	24.00	12.67	10.44			
793.0 CITY HALL	4.50	2.34	1.45			
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	60.12	22.32	7.24	4.02		
536.0 SEWER-ON CALL						
537.0 LIFT STATION	12.00	4.67	2.33			
542.0 READ & BILL	1.00					
793.0 CITY HALL	4.50	2.34	1.45			
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	32.50		2.50			
	432.00	128.00	71.00	9.00	47.50	17.00
<b>HOLIDAY</b>						
<b>VACATION</b>						
<b>ABSENT</b>						
<b>DAILY HOURS TOTAL</b>	<b>432.00</b>	<b>128.00</b>	<b>71.00</b>	<b>9.00</b>	<b>47.50</b>	<b>17.00</b>

JANUARY 2010	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#1 P/U 4WD					
#3 P/U 4WD	616		64		
07-03 P/U 4WD	596				25
09-03 P/U 4WD	217				57
#2 P/U 2WD	330		39		
#6-00 BACKHOE					
#9 DUMP					
#10 DUMP					
#11 DUMP					
#12-02 DUMP	353				100
#12-04 DUMP	577				143
#12-99 GENERATOR					
#9-02 BRUSH HOG					
#17 CASE BACKHOE					
#19 JD TRACTOR					
#06-99 BUCKET TRUCK					
#21 WOOD CHIPPER					
#23 STREET SWEEPER					
#42 ASPHALT HEATER					
#37 TRAIL ARROW					
#10-98 3" PUMP					
#28A 3" PUMP					
3" PUMP					
#30 4" PUMP					
#31 4" PUMP					
#32 4" PUMP					
1" PUMP					
S-10	204		14		
<b>TOTAL</b>	<b>2893</b>		<b>116</b>		<b>324</b>

02/01/2010  
12:30 pm

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 01/01/2010 - 01/31/2010  
Bank GEN

PAGE 1

Check Date	Bank/Check #	Name	Description	Amount Voided?
1/5/2010	GEN 32865	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	375.00
1/7/2010	GEN 32866	A+ SUPPLY CO INC	EMERGENCY FLOOD LIGHTS (2)	41.20
1/7/2010	GEN 32867	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	68.39 <u>26.75</u>
				95.14
1/7/2010	GEN 32868	BASIC	COPAY/OFFICE VISIT/SVRCEK	60.00
1/7/2010	GEN 32869	BRADYS BUSINESS SYSTEMS	COPY MAINT AGREEMENT 12/15/09-1/15/10	44.00
1/7/2010	GEN 32870	CREEK AUTO SERVICES LLC	LOF/INSTALL SNOW TIRES/ FRNT BRKS 09-401	52.95
1/7/2010	GEN 32871	DETROIT SALT COMPANY	ROAD SALT AT \$49.72 PER TON ROAD SALT AT \$49.72 PER TON	2,467.11 <u>2,351.75</u>
				4,818.86
1/7/2010	GEN 32872	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	29.63
1/7/2010	GEN 32873	GCGC	MEMBERSHIP DUES AGUILAR/KORTH	40.00
1/7/2010	GEN 32874	GENESEE COUNTY	10/1/09-9/30/10 GAIN DUES	500.00
1/7/2010	GEN 32875	GENESEE CTY DRAIN COMMISSIONER	NOV 09 COMM/READY TO SERVE	57,794.09
1/7/2010	GEN 32876	GILL ROYS HARDWARE	CONCRETE & BRICK ANCHOR/SAFETY HOOK 25 COUNT WHITE LIGHT SET MINI LIGHT SETS QTY 6 3 EXT CORDS/4 LIGHT SETS WHITE LIGHTSET IVORY DUPLEX OUTLET NUTS, BOLTS, SCREWS CLEANING SUPPLIES PLEAT M6 FILTER/JERSEY GLOVES CLEANING SUPPLIES 8 PK D BATTERY	9.07 8.88 29.28 45.39 8.88 4.98 2.70 10.94 24.33 13.34 11.98

			BATTERIES 16 PK AA	13.88
			UTILITY HEATER/SWIFFER CLOTHS	48.72
			CHROME TAPE RULE	17.88
			VACUUM CLEANER BAGS TYPE Y	7.49
			500 W CLR HALOGEN BULB	5.29
			DEC 09 DISCOUNT	<u>(6.13)</u>
				256.90
1/7/2010	GEN 32877	IVAN SMITH LIBRARIAN	REIMB FOR ITEMS PURCHASED FOR LIBRARY	114.23
1/7/2010	GEN 32878	JOHNS TRUCK SERVICE	REPLACE TRANS LINE #03	344.02
1/7/2010	GEN 32879	KNAPHEIDE TRUCK EQUIPMENT	CUTTING EDGE ASSY/BLADE GUIDE ASSY/PLOWS	329.36
			CUTTING EDGE & CURB GUARD KIT/FRNT PLOWS	<u>463.10</u>
				792.46
1/7/2010	GEN 32880	MICH ASSOC MUNICIPAL CLERKS	RENEW MEMBERSHIP AGUILAR/KORTH	100.00
1/7/2010	GEN 32881	MICHIGAN SECTION-AWWA	TRAINING WRIGHT/SANDFORD/GARDNER/SVRCEK	260.00
1/7/2010	GEN 32882	MID STATES BOLT AND SCREW CO	BOLTS AND LOCKNUTS	85.84
1/7/2010	GEN 32883	MMTA	RENEW MEMBERSHIP KORTH	50.00
1/7/2010	GEN 32884	OFFICEMAX INC	ADVANCE GOECOLIFE GXC160T SHREDDER	399.99
1/7/2010	GEN 32885	RIO SUPPLY MICHIGAN METER INC	METER/METER SUPPLIES	2,629.57
1/7/2010	GEN 32886	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY10	19,090.56
			DEC 09 FUEL/ENVIRO FEE	<u>134.82</u>
				19,225.38
1/7/2010	GEN 32887	SNAPPY LAWN & LANDSCAPE	CLEAR CITY LOTS & WALKS 12/19-12/31/09	1,149.00
1/7/2010	GEN 32888	SOUPAL CLEANERS	NOV 09 UNIFORM CLEANING	91.75
1/7/2010	GEN 32889	SWARTZ CREEK AREA FIRE DEPT	OPERATING & EQUIP BUDGET 1/1-6/30/10	48,475.00
1/7/2010	GEN 32890	U. S. POST OFFICE	STANDARD MAIL/FEE FOR RENEWAL	185.00
1/7/2010	GEN 32891	VALLEY PETROLEUM	DEC 09 FUEL USEAGE - DPW	719.62
1/7/2010	GEN 32892	VALLEY PETROLEUM	DEC 09 FUEL USEAGE - POLICE	1,252.51
1/14/2010	GEN 32893	AMERICAN MESSAGING	JAN 2010 810-833-2563/810-833-1159	19.58
1/14/2010	GEN 32894	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.81
			UNIFORMS, MATS, SUPPLIES, ENV.	<u>80.78</u>



				107.59
1/14/2010	GEN 32895	BASIC	COPAY/OFFICE VISIT ESKEW	24.65
1/14/2010	GEN 32896	C & H CONSTRUCTION CO INC	REPAIR CURB BOX 7543 MILLER	650.00
			EXCVTN LOCTNG WTRMN VLV BOX MILLER/HAYES	<u>395.00</u>
				1,045.00
1/14/2010	GEN 32897	CARL BEKOFKSKE	ACCT BALANCE ZERO	98.77
1/14/2010	GEN 32898	CENTER PIECE PLAZA	DDA FACADE REIMB/ROOF 8048 MILLER	20,000.00
1/14/2010	GEN 32899	CITY OF SWARTZ CREEK	REIMB PETTY CASH	156.26
1/14/2010	GEN 32900	CONSUMERS ENERGY	DEC 09 CORR 10/30-12/2/09 8095 CIVIC DR	21.49
1/14/2010	GEN 32901	CONSUMERS ENERGY	12/1-12/31/09 NOV 09 CORR 4524 MORRISH	40.74
1/14/2010	GEN 32902	CONSUMERS ENERGY	12/1-12/31/09 NOV 09 CORR TRAFFIC LIGHTS	322.60
1/14/2010	GEN 32903	CONSUMERS ENERGY	12/1-12/31/09 NOV 09 CORR ELMS PRKNG LOT	28.48
1/14/2010	GEN 32904	CONSUMERS ENERGY	12/1-12/31/09 NOV 09 CORR SIRENS	20.17
1/14/2010	GEN 32905	DETROIT SALT COMPANY	ROAD SALT AT \$49.72 PER TON	2,462.13
			ROAD SALT AT \$49.72 PER TON	<u>2,452.19</u>
				4,914.32
1/14/2010	GEN 32906	JAMES & BRENDA VARGO	MTT JUDGMENT	877.97
			INT ON MTT SETTLEMENT 1/6/9-1/14/10	7.25
			REFUND PARTIAL INT PD ON SU 09 TAXES	<u>43.47</u>
				928.69
1/14/2010	GEN 32907	JOHNNY JACOBS	OVRPMT TAXES 58-03-528-009	3.95
1/14/2010	GEN 32908	LEON BUNING	DEC SERVICES ELEC (3)	105.00
1/14/2010	GEN 32909	MICHAEL R. SHUMAKER	DINNER AT SMALL CITIES MONTLY MEETING	19.09
1/14/2010	GEN 32910	MID MICHIGAN MANUFACTURING	JETTED SEWER LINE 5159 OAKVIEW	387.50
1/14/2010	GEN 32911	RICHARD ABRAMS	SMALL CITIES MEETING/DINNER MILEAGE	36.61
1/14/2010	GEN 32912	ROBERT R DAVIS	NOV & DEC 09 SERVICES	315.00
1/14/2010	GEN 32913	SUBURBAN AUTO SUPPLY	DEXRON MERCON HYDROLIC FLUID	7.38
			POWERATED BELT	11.11

			OIL FILTER	13.98
				32.47
1/14/2010	GEN 32914	THOMAS SVRCEK	ELECTRIC POWER WASHER	99.99
1/14/2010	GEN 32915	UNDERGROUND SECURITY COMPANY	RECORD STORAGE FOR 2010	149.10
1/14/2010	GEN 32916	VALLEY PETROLEUM	10W30 OIL	24.84
1/14/2010	GEN 32917	VERIZON NORTH	1/4-2/3/10 635-4402	140.06
1/14/2010	GEN 32918	VERIZON NORTH	1/1-1/31/10 635-4401	116.31
1/21/2010	GEN 32919	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.81
			UNIFORMS, MATS, SUPPLIES, ENV.	68.55
				95.36
1/21/2010	GEN 32920	BASIC	COPAY/OFFICE VISIT SVRCEK	30.00
1/21/2010	GEN 32921	CAPITAL TIRE	(2) 225/60R18 EAGLE ULT GRIP TIRES	236.88
1/21/2010	GEN 32922	CONSUMERS ENERGY	12/3/09-1/5/10 A 8083 CIVIC DR	1,008.80
1/21/2010	GEN 32923	CONSUMERS ENERGY	12/3/09-1/6/10 A 5121 MORRISH RD	852.90
1/21/2010	GEN 32924	CONSUMERS ENERGY	12/3/09-1/5/10 A 8499 MILLER RD	17.15
1/21/2010	GEN 32925	CONSUMERS ENERGY	12/3/09-1/5/10 A 8059 FORTINO DR	30.52
1/21/2010	GEN 32926	CONSUMERS ENERGY	12/3/09-1/5/10 A 8100 CIVIC DR	2,446.45
1/21/2010	GEN 32927	CONSUMERS ENERGY	12/3/09-1/6/10 A 8011 MILLER RD	26.57
1/21/2010	GEN 32928	CONSUMERS ENERGY	12/3/09-1/6/10 A WINSHALL RESTROOMS	19.66
1/21/2010	GEN 32929	CONSUMERS ENERGY	12/3/09-1/6/10 A 5257 WINSHALL DR	19.66
1/21/2010	GEN 32930	CONSUMERS ENERGY	12/3/09-1/6/10 E 8301 CAPPY LN	360.83
1/21/2010	GEN 32931	CONSUMERS ENERGY	12/5/09-1/8/10 E 4125 ELMS RD	31.93
1/21/2010	GEN 32932	CONSUMERS ENERGY	12/8/09-1/8/10 A 4125 ELMS RD PAVILION	20.54
1/21/2010	GEN 32933	CONSUMERS ENERGY	12/4/09-1/6/10 E 9099 MILLER RD	28.31
1/21/2010	GEN 32934	CONSUMERS ENERGY	12/3/09-1/6/10 A 5361 WINSHALL DR	19.66
1/21/2010	GEN 32935	CONSUMERS ENERGY	12/3/09-1/5/10 A 8095 CIVIC DR	1,594.02
1/21/2010	GEN 32936	CREEK AUTO SERVICES LLC	MONTHLY MAINT MT & BAL SNOW TIRES 07-375	56.95
1/21/2010	GEN 32937	DELTA DENTAL PLAN	FEB 10 DENTAL - RETIREES (3)	162.36
1/21/2010	GEN 32938	DELTA VISION	FEB 10 VISION - RETIREES (3)	13.64
1/21/2010	GEN 32939	DETROIT SALT COMPANY	ROAD SALT AT \$49.72 PER TON	2,444.73
1/21/2010	GEN 32940	DONALD KORTH	ADVANCE FOR MEMORY UPGRADES	493.00
			ADVANCE CYBERTRON IMPERIUM RACKMNT SERV	1,320.00
			2 YEAR DOMAIN RENEWAL	20.00

				1,833.00
1/21/2010	GEN 32941	ELECTIONSOURCE	ELECTION SUPPLIES	241.51
1/21/2010	GEN 32942	ELITE BUSINESS PRODUCTS	PRINTER CARTRIDGE	195.28
			CREDIT FOR RETURN OF PRINTER CARTRIDGE	<u>(67.99)</u>
				127.29
1/21/2010	GEN 32943	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
1/21/2010	GEN 32944	GEN CTY ROAD COMMISSION	SIGNAL MAINTENANCE @ DYE/MILLER	292.81
			SIGNAL MAINTENANCE @ I-69/MORRISH	579.41
			STOP SIGN	<u>70.31</u>
				942.53
1/21/2010	GEN 32945	GENESEE COUNTY TREASURER	2010 PERSONAL PROPERTY TAX STMTS (321)	216.35
1/21/2010	GEN 32946	GUNTHERS LOCKSMITH SERVICE	REPAIR LOCK FRONT (WESTSIDE) DOOR	50.00
1/21/2010	GEN 32947	MATT BELMONTI	CLEAR CITY LOTS & WALKS 1/7-1/12/10	1,632.00
1/21/2010	GEN 32948	METCALF ELECTRIC INC	REPAIR INSIDE LIGHT/CITY HALL	114.80
1/21/2010	GEN 32949	NELSON HYDRAULIC SERVICE, INC.	REWELDED WRENCH	25.00
1/21/2010	GEN 32950	NEXTEL COMMUNICATIONS	DEC 09 MONTHLY BILL	509.98
1/21/2010	GEN 32951	PROGRESSIVE	TRAFFIC STUDY FOR NORTH MORRISH RD	976.24
1/21/2010	GEN 32952	PUBLIC AGENCY TRAINING COUNCIL	LINGUISTIC STMT ANALYSIS TRAIN/SZMANSKY	295.00
1/21/2010	GEN 32953	RIEGLE PRESS INC	2010 UNIVERSAL CALENDAR	14.84
1/21/2010	GEN 32954	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES/TONER	509.82
			TOWELS	66.16
			CREDIT FOR TONER RETURN	<u>(108.91)</u>
				467.07
1/21/2010	GEN 32955	SIMEN FIGURA & PARKER PLC	DEC 09 GENERAL/TRAFFIC/ORDIN	2,691.50
1/21/2010	GEN 32956	SUBURBAN AUTO SUPPLY	OIL DRI (2)	19.90
			WIPER BLASES (2)	43.98
			FAST ORANGE HAND CLEANER	<u>15.88</u>

				79.76
1/21/2010	GEN 32957	SWARTZ CREEK AREA FIRE DEPT.	DEC 09 MONTHLY RUNS	4,423.79
1/21/2010	GEN 32958	UNUM LIFE INSURANCE	FEB 10 LIFE INS SHANNON/SNELL	12.05
1/21/2010	GEN 32959	VERIZON NORTH	1/10-2/9/10 635-4464	395.45
1/27/2010	GEN 32960	AMERAPLAN INC	3RD PARTY MEDICAL BILLING FOR FEB 2010	788.15
1/27/2010	GEN 32961	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	68.55 <u>26.81</u>
				95.36
1/27/2010	GEN 32962	BASIC	COPAY/OFFICE VISIT AGUILAR	50.00
1/27/2010	GEN 32963	BRIDGEPORT EQUIPMENT CO	HYDROLIC HOSE END/CUTTING EDGE/ BACKHOE	308.64
1/27/2010	GEN 32964	COMCAST BUSINESS	1/26-2/25/10 SERVICES	165.00
1/27/2010	GEN 32965	DONALD KORTH	BALANCE CYBERTRON IMPERIUM RACKMT SERVER REBUILD DESHANO COMP/RESTR FLDR/FREE SPC DOWN PMT BS&A CONV TO .NET	75.00 300.00 <u>2,500.00</u>
				2,875.00
1/27/2010	GEN 32966	GENESEE CTY CLERKS-TREAS ASSOC	MEMBERSHIP 2009/2010 DUES AGUILAR/KORTH	20.00
1/27/2010	GEN 32967	GENESEE CTY DRAIN COMMISSIONER	DEC 09 COMM/READY TO SERVE	64,428.06
1/27/2010	GEN 32968	KHALIL NEMER	FEB 10 MONTHLY RENT 5438 MILLER AMB BLDG	758.34
1/27/2010	GEN 32969	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2009-OCT 31, 20	2,233.33
1/27/2010	GEN 32970	MICHIGAN DOWNTOWN ASSOC.	MICH DOWNTOWN ASSOC ANNUAL MBRSHP DDA	100.00
1/27/2010	GEN 32971	ROWE PROFESSIONAL SERVICES CO	MORRISH RD CONSTRUCTION ENGINEERING	2,037.25
1/27/2010	GEN 32972	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	128.00
1/27/2010	GEN 32973	SWARTZ CREEK SCHOOLS	10 CASES OF COPY PAPER	251.00
1/27/2010	GEN 32974	VERIZON NORTH	1/23-2/12/10 635-4495	<u>73.90</u>
TOTAL OF 110 Checks:				268,022.51



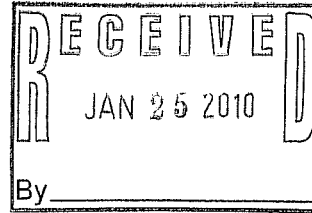
ROOM 223 – 1101 BEACH STREET

FLINT, MICHIGAN 48502-1470

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

JULIE A. HINTERMAN  
DIRECTOR-COORDINATOR

January 22, 2010



Mr. Adam H. Zettel, AICP  
Assistant City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

Dear Ms. Tucker:

At a regular meeting held on January 5, 2010, the Genesee County Metropolitan Planning Commission took the following action (Memorandum Enclosed).

"Action Taken -- Motion by Mr. Winters, supported by Ms. Brockhahn, to approve MPR-07-09-10; City of Swartz Creek – Draft Master Plan Update, as presented.

**MOTION CARRIED UNANIMOUSLY".**

Should you have any questions, please feel free to contact me at (810) 257-3010.

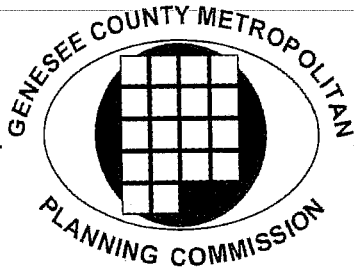
Sincerely,



Julie A. Hinterman  
Director-Coordinator

JAH:sw

(mpratl-07-09-10)



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

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

JULIE A. HINTERMAN  
DIRECTOR-COORDINATOR

January 5, 2010

## MEMORANDUM

**TO:** Members of the Genesee County Metropolitan Planning Commission

**FROM:** Sharon Gregory, Associate Planner

**SUBJECT:** **MPR-07-09-10; City of Swartz Creek  
Draft Master Plan Update**

### **I. LEGISLATIVE BASIS FOR GCMPC REVIEW**

The Michigan Planning Enabling Act, Act 33 of 2008, as amended, provides the legislative basis for planning commissions to create, adopt, and amend a basic plan. Municipalities shall follow Part 125.38 Section 41, Subsection (2) which states: "...the secretary shall submit a copy of the proposed plan, for review and comment, to all of the following: (c) the county planning commission... The secretary of the planning commission shall concurrently submit to the county planning commission, in the manner provided in section 39(3), a statement that the requirements of subdivision (a) have been met or, if there is no county planning commission, shall submit to the county board of commissioners, in the manner provided in section 39(3), a statement that the requirements of subdivisions (a) and (d) have been met. The statement shall be signed by the secretary and shall include the name and address of each planning commission or legislative body to which a copy of the proposed master plan was submitted under subdivision (a) or (d), as applicable, and the date of submittal."

Additionally, as part of these procedures, Part 125.38, Section 41, Subsections (3) and (4) specify that: "An entity described in subsection (2) may submit comments on the proposed master plan to the planning commission in the manner provided in section 39(3) within 63 days after the proposed master plan was submitted to that entity under subsection (2). If the county planning commission or the county board of commissioners that receives a copy of a proposed master plan under subsection (2)(e) submits comments, the comments shall include, but need not be limited to, both of the following, as applicable: (a) A statement whether the county planning commission or county board of commissioners considers the proposed master plan to be inconsistent with the master plan of any municipality or region described in subsection (2)(a) or (d).(b)

If the county has a county master plan, a statement whether the county planning commission considers the proposed master plan to be inconsistent with the county master plan. (4) The statements provided for in subsection (3)(a) and (b) are advisory only.

## **II. PAST GCMPC ACTION**

During February of 2004, GCMPC staff reviewed the City of Swartz Creek Master Plan. On March 2, 2004 the Genesee County Metropolitan Planning Commission authorized staff to submit comments to the City of Swartz Creek regarding its Master Plan, in accordance with the Municipal Planning Act.

## **III. STAFF ANALYSIS**

The Swartz Creek Planning Commission indicates that the 2004 Master Plan is still representative of the city's goals and objectives. Therefore, only minor revisions have been done to the 2004 plan. Staff has found using the Michigan Planning Enabling Act, Act 33 of 2008, that the City of Swartz Creek, has incorporated the following items:

- 1) A location use plan and program consisting of a classification and allocation of land for agriculture, residences, commerce, industry, recreations, ways and grounds, public buildings, schools, soil, conservation, forest, wood lots, open space, wild life refuges, and other uses and purposes
- 2) The general location, character, and extent of streets, roads, highways, airports, railways, bridges, bicycle paths, pedestrian ways, the waterways, and development, drainage systems, pollution abatement, open spaces, flood preservation, sanitary sewers, public utilities and structures.
- 3) Recommendations as to the general character, extent and lay out for redevelopment and rehabilitation of blighted areas, and the removal, relocation, widening, narrowing, vacating abandonment, or changes of use or extensions of ways, grounds, open spaces, buildings, utilities, or other facilities
- 4) Recommendations for implementing any of the proposals.
- 5) The proposed update to the 2004 Master Plan addresses planning for the future of the City of Swartz Creek, and addresses many of the issues and concerns found to be present in this area by residents and businesses.

## **IV. STAFF RECOMMENDATION**

Pursuant to the Municipal Planning Act, Act 33 of 2008, in Part 125.38, Section 41, Subsections (4) and (5) specifies that the County Planning Commission shall submit its comments on the proposed plan to the municipal planning commission. In accordance with the Michigan Planning Enabling Act, staff of the

Genesee County Metropolitan Planning Commission is requesting authorization to submit the following comments to the City of Swartz Creek:

1. The City of Swartz Creek has met the notification requirements for the revision of their master plan.
2. The proposed City of Swartz Creek Master Plan has incorporated the elements of a master plan as defined in the Michigan Planning Enabling Act 33 of 2008, in Part 125.38, Section 33, subsections (1), (2)(a) through (e) as well as subsections (3) and (4).
3. The Genesee County Metropolitan Planning Commission has not received any comments from communities described in Part 125.38, Section 41, Subsections (2) (a) or (d) regarding the proposed City of Swartz Creek Master Plan.
4. The Genesee County Metropolitan Planning Commission considers the proposed City of Swartz Creek Master Plan consistent with the plans of communities described in Part 125.38, Section 41, Subsections (2) (a) or (d)
5. Staff suggests that after the city adopts this Master Plan Update, they prepare, on an annual basis, a capital improvements program of public structures and improvements to further the desirable future development of the city under the master plan.
6. Staff suggests that the plan address land issues projecting at least 20 years into the future.
7. Staff suggests that the plan include a map of city utilities.





GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

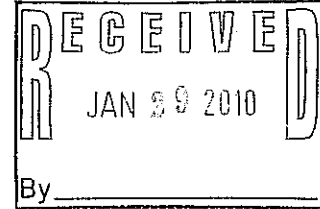
-DIVISION OF-  
WATER & WASTE SERVICES

JEFFREY WRIGHT  
COMMISSIONER

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 • FAX (810) 732-9773

January 28, 2010



Mr. Adam Zettel, Assistant City Administrator  
City of Swartz Creek  
8085 Civic Drive  
Swartz Creek, Michigan 48473

Re: City of Swartz Creek Master Plan 2009 dated November 4, 2009

Dear Mr. Zettel:

We have reviewed the Master Plan provided to our office, which does not include any master sewer or water maps. Additionally, as mentioned on Page 13 of Chapter 2, we would make comment that the function and cost of a new pipeline to Lake Huron should have no financial impact on the City proper.

Would you please enter this into the record of the public hearing on our behalf?

Should you have further questions, please contact me.

Sincerely,

John F. O'Brien, P.E., BCEE, Director  
Division of Water & Waste Services

JFO/JMW



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

---

This agreement is made this \_\_\_\_\_ 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 28<sup>th</sup> 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 1<sup>st</sup> 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 2<sup>nd</sup> 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*



ROOM 223 – 1101 BEACH STREET

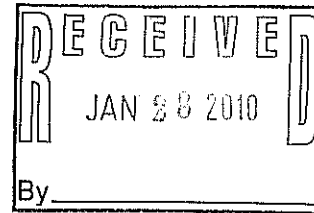
FLINT, MICHIGAN 48502-1470

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

JULIE A. HINTERMAN  
DIRECTOR-COORDINATOR

January 26, 2010

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



**SUBJECT: FY 2012 CALL FOR SAFETY PROJECTS**

Dear Mr. Bueche:

The Michigan Department of Transportation (MDOT) has released a Call for Safety Projects to all local road agencies for the 2012 fiscal year.

Your organization should have received a letter detailing the qualifications for Safety funds and the criteria by which applications will be judged. We have included a copy of the letter for your reference.

In order to have time to review and endorse the applications, we are asking that you submit a copy of your application (including the corresponding UD-10 forms) to our office by 5:00 p.m. on **Friday, March 26, 2010**. Applications will be ranked using the MDOT Time-of-Return Analysis, and then endorsed by the appropriate committees. Enclosed in this mailing is an example of MDOT's Time-of-Return Analysis, which you need to use for your calculations. Please do not use other agencies' TOR forms.

Also enclosed please find a list of high-crash intersections from the Intersection Safety Study completed last year. This list may be useful as you select your Safety projects. Please remember that project applications must be sent to MDOT and postmarked no later than **Friday, April 16, 2010**.

If you need any assistance with selecting your safety project or help with the application process, please feel free to contact me at (810) 766-6567. Staff is also available to come and meet with you at your request. We look forward to hearing from you.

Sincerely,

Stanley Brantley, Associate Planner  
Genesee County Metropolitan Planning Commission

AN EQUAL OPPORTUNITY ORGANIZATION



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

JENNIFER M. GRANHOLM  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

January 13, 2010

Mr. John D. Niemela  
Director  
County Road Association of Michigan  
P.O. Box 12067  
Lansing, Michigan 48901-2067

Mr. Christopher Hackbarth  
Transportation Environmental Affairs  
Michigan Municipal League  
320 N. Washington Sq., Ste. 100  
Lansing, Michigan 48933-1288

Dear Mr. Niemela and Mr. Hackbarth:

Fiscal Year 2012 Federal Local Safety Program

The Michigan Department of Transportation (MDOT) is pleased to announce the solicitation of new candidate project applications for fiscal year (FY) 2012 Local Safety Program. Federal funds for the Local Safety Program are to be used for highway safety improvements on the local roadway system. The FY 2012 budget for this program is estimated at \$15,625,000 (\$12,500,000 federal and \$3,125,000 local match) for each year. This amount may be subject to revisions based on approval of the future federal highway bill. We are asking the County Road Association of Michigan and the Michigan Municipal League to distribute this notice to their member agencies.

MDOT will be programming projects for FY 2012 with the current call for projects. Local agencies are allowed to submit more than one project for consideration. Agencies submitting multiple projects should submit a prioritized list for consideration. FY 2012 projects will need to be developed and obligated between October 1, 2011 and August 31, 2012.

Program administrative procedures for fiscal year 2012:

1. The construction phase only is eligible for federal aid, except as specified in items #5 - #8 below. Any costs related to right of way, design and construction engineering, or work on state owned roadways are not eligible for local safety program funds. Projects are federally funded at 80 percent with a 20 percent local match. Federal funds shall not exceed \$400,000 per project. Projects will also be capped at the lesser of the original estimate plus \$20,000 or the original estimate plus 20 percent. Projects may, at MDOT's discretion, be funded by a "Pro-Rata" or "Lump Sum" method.

Please see [http://www.michigan.gov/mdot/0,1607,7-151-9625\\_25885\\_27578---.00.html](http://www.michigan.gov/mdot/0,1607,7-151-9625_25885_27578---.00.html) to review information on the "Pro-Rata" or "Lump Sum" funding methods. The projects are to be let by MDOT, or performed by local force account, as approved by our office. Force account work shall follow the local agency guidelines for "Construction by Non-Competitive Bid Contract" which can be viewed on the MDOT/Local Agency website at: [http://www.michigan.gov/mdot/0,1607,7-151-9625\\_25885\\_40414---.00.html](http://www.michigan.gov/mdot/0,1607,7-151-9625_25885_40414---.00.html).

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www.michigan.gov • (517) 373-2090



Any locally controlled roadway, regardless of National Functional Classification, is Eligible for the Local Safety Program.

2. Eligible projects must meet current standards and warrants and current ADA requirements. Project types may include replacement, installation or elimination of guardrail, removal of fixed objects from clear zones, traffic and pedestrian signal optimization, installation, and upgrades, access management, horizontal and vertical curve modifications, sight distance and drainage improvements, bridge railing replacement or retrofit, roadway intersection improvements to improve safety, mid-block pedestrian crossings, improvements to school zones, shoulder and center line rumble strips, and improved permanent signing and pavement markings. This list is not all inclusive and other types of safety improvement projects can be submitted for consideration. Examples of low cost projects can be found at [www.atssa.com](http://www.atssa.com).
3. All project candidates must be postmarked no later than **Friday, April 16, 2010**. Projects postmarked after April 16, 2010, at MDOT's discretion, may or may not be reviewed for funding based on the strength of other submitted projects and the availability of funds. It is recommended that your application be submitted by certified mail or other trackable delivery service. Projects are reviewed and approved by committee and selected based on criteria which includes:
  - A. Submit crash history with supporting UD-10s for all "K", "A" and "B" crashes and for any other lesser severity of injuries that supports the scope of work for the area, within the most current 5 year period of available data (2004-present).
  - B. Roadway classification, traffic crash analysis, ADT, collision diagrams, crash concentration, etc.
  - C. Existing condition and character of proposed work.
  - D. Metropolitan Planning Organization (MPO) or Rural Task Force (RTF) endorsement and priority ratings.
  - E. Overall safety benefits of the proposed work, American Association of State Highway and Transportation Officials (AASHTO) guidelines, and Michigan Manual of Uniform Traffic Control Devices (MMUTCD) warrants.
  - F. Completion of Time of Return or Benefit/cost analysis with supporting documentation and calculations supplied to MDOT.
  - G. Project coordination with other construction projects.
  - H. Ability to deliver a complete construction package for letting within the fiscal year.
  - I. Statewide and historical funding distribution.
  - J. Past history of delivering safety projects in the year the project was selected.
  - K. Completion of the enclosed MDOT Form #1627 (10/08) for every project submitted. This form can also be found on the MDOT/Local Agency web site at <http://mdotwas1.mdot.state.mi.us/public/webforms/>.

At a minimum, the suggested format for project funding consideration is an engineering report that clearly identifies the route, location (township(s)/municipalities), project termini and length, existing and proposed cross sections, estimated project cost and each of the criteria listed above. The calculations and supporting documentation must be

submitted for the time of return analysis, and/or the benefit to cost ratio. A map must be included with the report which clearly identifies the location of the proposed project. Pictures, graphics, preliminary plans, etc., included in the engineering report can also be used as supporting evidence and are encouraged.

Enclosed is a sheet listing MDOT accepted crash reduction factors for commonly submitted scopes of work and injury costs. Also listed are acceptable reference sources for obtaining crash reduction factors for projects with scopes of work that are not provided. This enclosure is posted on the MDOT/Local Agency web site, under the Safety/HRRR tab, which can be located at [http://www.michigan.gov/mdot/0,1607,7-151-9625\\_25885\\_40552---.00.html](http://www.michigan.gov/mdot/0,1607,7-151-9625_25885_40552---.00.html).

For TOR and/or B/C analysis calculations, MDOT will be using the 2007 National Safety Council average economic costs for motor vehicle injuries. The following injuries will be counted separately: "K," "A," and "B" type injuries, while "C" and "PDO" type injuries will be counted as a 'PDO' type injury. This information can be found at [http://www.nsc.org/news\\_resources/injury\\_and\\_death\\_statistics/Pages/EstimatingtheCostsofUnintentionalInjuries.aspx](http://www.nsc.org/news_resources/injury_and_death_statistics/Pages/EstimatingtheCostsofUnintentionalInjuries.aspx) MDOT has an Excel spreadsheet available for calculating Time of Returns and Benefit/Cost analysis. If you have any questions or would like to obtain a copy of MDOT's Excel spreadsheet for calculating Time of Returns and Benefit/Cost analysis, please contact Jim D'Lamater at (517) 335-2224 or email at [dlamaterj@michigan.gov](mailto:dlamaterj@michigan.gov).

4. If there are any social, economic and environmental impacts within the project limits, all impacts must be mitigated before federal funds can be appropriated and obligated. Project applications which are expected to have significant public controversy and/or require an environmental assessment will not be considered until these outstanding issues have been resolved.
5. The FY 2012 Safety Program is establishing financial goals that will be used to fund specific types of projects. The project type and financial goals are listed below.

Project Type	Total Program
Road Safety Audits (RSA)	\$50,000
Non-motorized facility/Pedestrian improvements	\$100,000
Traffic signal optimization (all red phase)	\$150,000
Centerline and Shoulder Rumble Strip	\$200,000
Guardrail Upgrades and Clear Zone Improvements	\$1,000,000
Projects with scopes that directly correct areas with a concentration of Types "A" and "K" crashes	\$9,750,000

To aid local agencies to identify areas of roadways that have types "K" and "A" crashes, MDOT will post region maps with the location of the crashes in the Safety area of the MDOT/Roads and Travel website [http://www.michigan.gov/mdot/0,1607,7-151-9615\\_11261---.00.html](http://www.michigan.gov/mdot/0,1607,7-151-9615_11261---.00.html)

The category Traffic Signal Optimization has been set up so traffic signal optimization studies can be completed and implemented. Preliminary Engineering will be considered as a participating cost (80% Federal / 20% Local) for the analysis and adjusting of timing of signal controllers. As part of the traffic signal optimization study and adjustment, signals should be studied to allow for a minimum one second all red phase and the yellow change interval phase evaluated to meet current guidelines. A maximum of \$5,000.00 total cost will be allowed per signal location, for the analysis and adjustment of signal controllers. Safety funds will not be allowed to be used for signal component upgrades under this category. It is anticipated this work would be done via Force Account work by the local agency

6. A Federal Highway Administration website contains reports provided by the states in response to a federal requirement to describe at least 5 percent of the locations in each state currently exhibiting the most severe highway safety needs, in accordance with Sections 148(c)(1)(D) and 148(g)(3)(A), of Title 23, *United States Code*. This website (go to <http://safety.fhwa.dot.gov/hsip/livepercent/> and then select "Michigan") currently has the 2006 - 2009 5 Percent Reports. In addition to funding the construction project in the areas listed on the 2006 - 2009 5 Percent Reports, MDOT will also consider funding preliminary engineering up to 10 percent of the estimated eligible construction costs to be participating costs (80% Federal / 20% Local). Projects that are on the 5 Percent Report must be clearly identified and the estimated preliminary engineering costs listed in the application if the agency desires to have the preliminary engineering costs funded.
7. MDOT will consider funding 50 percent of the preliminary engineering costs eligible for federal funding, for projects that have been reviewed and identified by the MDOT - Local Safety Initiative (LSI) program. The maximum amount of preliminary engineering that MDOT will consider as eligible for participation shall not exceed 10 percent of the estimated eligible construction costs. Eligible projects must be on the MDOT LSI written suggestion list and shall have a copy of this list included with the project application.

Mr. John D. Niemela and Mr. Christopher Hackbarth  
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January 13, 2010

8. Road Safety Audits (RSA) will be eligible for funding for proposed and selected safety projects. If a local agency desires to use these funds, the RSA must be conducted no later than the design plans being 50% complete, in order for adequate time for the RSA findings to be incorporated into the project plans. RSA's must be coordinated through the Safety program administrator so they are aware of the RSA taking place. A synopsis of the RSA findings shall also be submitted to the Safety program administrator so reimbursement of costs can be processed.

Once projects are selected, local agencies within MPO areas must coordinate with their MPO to ensure inclusion of their project in the area's Transportation Improvement Program (TIP) for the fiscal year which the project was selected for. Those agencies that are part of a rural task force should notify their members that they are applying for these funds. Rural task force approval is not necessary. Local Agency Programs will coordinate with MDOT Planning to ensure these projects are included in the State Transportation Improvement Program (STIP). Each application is evaluated based on the criteria listed above on a project by project basis and funding availability.

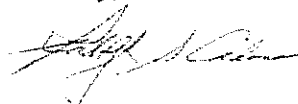
Please send all eligible projects and supporting information by **April 16, 2010**, to the following:

Mr. Jim D'Lamater, P.E., Safety Engineer  
Design Division, Local Agency Programs Unit  
425 W. Ottawa Street, P.O. Box 30050  
Lansing, Michigan 48909-7550

Depending upon funding availability, project selection and announcements are made as soon as possible with notifications and project programming instructions sent through each of the coordinating agencies. Our goal is to maintain a fiscally constrained program while maximizing the use of available federal funds.

If you have any questions, please feel free to contact Jim D'Lamater at (517) 335-2224 or at [dlamaterj@michigan.gov](mailto:dlamaterj@michigan.gov).

Sincerely,



Rudolph S. Cadena, P.E.  
Local Agency Programs Engineer  
Local Agency Programs

for Bradley C. Wieferich  
Engineer of Design

Enclosures

Mr. John D. Niemela and Mr. Christopher Hackbarth  
Page 6  
January 13, 2010

cc: Dave Morena, FHWA  
Brad Weiferich, MDOT  
Dale R. Lighthizer, MDOT  
Jim Culp, MDOT  
Jim D'Lamater, MDOT  
Marsha Small, MDOT  
MDOT Region Engineers  
MDOT TSC Managers  
Metropolitan Planning Organizations  
Rural Task Forces  
LAP ListServ Members

## LOCAL AGENCY PROGRAMS SAFETY PROJECT SUBMITTAL FORM

FUNDING TEMPLATE:

FISCAL YEAR:

LOCAL AGENCY		LOCAL AGENCY CONTACT	
PHONE NO.	FAX NO.	EMAIL ADDRESS	
ALTERNATIVE CONTACT		PHONE NO.	FAX NO.
EMAIL ADDRESS		HOUSE DISTRICT	SENATE DISTRICT

PROPOSED PROJECT LOCATION, LIMITS AND PROJECT DESCRIPTION

PROPOSED COST	TIME OF RETURN (YEARS)	IMPROVEMENT CATEGORY (CHECK THE CATEGORY THAT APPLIES)  <input type="checkbox"/> Intersection Improvements <input type="checkbox"/> Roadway and Structure Improvements <input type="checkbox"/> Roadside Improvements <input type="checkbox"/> Pedestrian and Bicycle Improvements <input type="checkbox"/> Other _____
BENEFIT TO COST RATIO	TOWNSHIP/CITY	
PLEASE LIST THE CRASH REDUCTION FACTORS USED:		
DOES A PROJECT IMPACT A SCHOOL OR OTHER SENSITIVE ORGANIZATION? PLEASE DESCRIBE:		

ROADWAY DATA		CROSS ROAD DATA (If an intersection improvement)	
PRIMARY ROUTE NAME		ROUTE NAME	
ADT		ADT	
PERCENT COMMERCIAL	*NO. OF CRASHES	PERCENT COMMERCIAL	*NO. OF CRASHES
*NO. OF FATAL CRASHES	*NO. OF "A" TYPE CRASHES	*NO. OF FATAL CRASHES	*NO. OF "A" TYPE CRASHES
*PERIOD OF CRASH DATA	FUNCTIONAL CLASSIFICATION	*PERIOD OF CRASH DATA	FUNCTIONAL CLASSIFICATION

\*Please attach Crash Summary and UD-10's to your project submittal with the most recent 5 years of available data.

EXPLANATION OF HOW THE PROPOSED IMPROVEMENT WILL IMPROVE SAFETY AND REDUCE CRASHES

HAS YOUR LOCAL AGENCY RECEIVED APPROVAL OF A SAFETY PROJECT OR HRRR PROJECT THROUGH MDOT'S LAP UNIT IN THE PAST 5 YEARS?

YES    
  NO    
  SAFETY PROJECT    
  HRRR PROJECT

IF YES, HAVE ALL PROJECTS BEEN COMPLETED?

YES    
  NO

IF NO, PLEASE EXPLAIN WHY

OTHER PROJECT CONSIDERATIONS

INTERSECTION CRASH REDUCTION FACTORS		
Proposed Improvement	% Reduction	Associated Crash Types
<b>Signal Timing / Hardware Enhancements</b>		
All-Red Clearance Interval - Add per ITE recommendations	10%	All Crash Types
Rural Box Span Signal - Upgrade from Stop Control	75%	Angle
	40%	All other Crashes
Urban Box Span Signal - Upgrade from Stop Control	65%	Angle
	20%	All other Crashes
Box Span Signal - Upgrade from Diagonal Span	10%	All Crashes
Left-Turn Signal Phase - Add	30%	Left-Turn
Signal Head Size - Increase to 12 "	10%	All Crash Types
Signal Optimization & Timing Updates	10%	All Crash Types
Yellow-Change Interval - Increase	10%	All Crash Types
<b>Pedestrian / Bicycle Enhancements</b>		
Bump Out / Curb Extension - Remove Parking / Install	30%	All Crashes
Bicycle Lanes - Install per standards	25%	Bicycle Crashes
Intersection Lighting - Install	30%	Pedestrian Fatal and A-Injuries
	20%	Other Crashes
Ped. Countdown Signals - Install w/o existing signal	30%	Pedestrian, Bicycle
Ped. Countdown Signals - Upgrade from existing signal	25%	Pedestrian, Bicycle
Sidewalk for Pedestrians - Construct	85%	Pedestrian Crashes
<b>Intersection Geometric Enhancements</b>		
Bump Out / Curb Extension - Remove Parking / Install	30%	All Crashes
	80%	Rear-End, Left-Turn
	50%	Head-On Left-Turn
Center Left-Turn Lane - Construct	20%	Head-On, Angle, Other
	15%	Non Left-Turn Rear-End
	30%	Angle
Intersection Improvements (Realignment, Sight-Distance Improvements, Radii Improvements, Etc.)	15%	Rear-End
	10%	Head-On, Sideswipe, Pedestrian, Bicycle, Left-Turn Related
Offset Left-Turn Lanes	10%	Head-On Crashes
Right-Turn Lane - Construct	65%	Rear-End Right-Turn
	20%	Non Right-Turn Rear-End, Sideswipe Same Direction
Roundabout - Refer to Roundabout TOR	76% K&A	Contact Jim D'Lamater (517) 335-2224 for Roundabout TOR
	39% Minor Crh	form
<b>General Intersection Enhancements</b>		
All-Way Stop Control Operation at Intersection - Provide	60%	All Crash Types
Flashing Traffic Signals - Install/Upgrade	20%	All Crash Types
Intersection Lighting - Install	30%	Pedestrian Fatal and A-Injuries
	20%	Other Crashes
Reflective Sheeting on Sign Posts (lollipops)	15%	All Crashes
Ground Mounted Flashing Beacons (Red) - Install**	30%	All Crashes On Install Approach
Ground Mounted Flashing Beacons (Amber) - Install**	20%	All Crashes On Install Approach
Signing and Pavement Markings - Improve/Upgrade	30%	Angle, Rear-End
	10%	Head-On, Pedestrian

\* "Other" includes and other crash which might be mitigate by the addition of a center left-turn lane in the judgment of the crash analyst

\*\* applies with overhead flashing beacon removal

**REFERENCES:**

The references listed below are the sources recognized by MDOT for obtaining crash reduction factors. If you have a situation that none of these sources can provide a crash reduction factor for, please contact Jim D'Lamater 517.335.2224.

- 1) MDOT Safety Programs Unit - Crash Reduction Factors (As recommended by K. Kunde. P.E.); October, 1986
- 2) Selection Process for Local High Safety Projects, - Transportation Research Record 847: 1982
- 3) UKTRP - 85-6, University of Kentucky; March, 1985
- 4) Desktop Reference for Crash Reduction Factor, Federal Highway Administration. 2007
- 5) NCHRP Report 617: Accident Modification Factors for Traffic Engineering and ITS Improvements, TRB 2008
- 6) Crash Modification Factor Clearinghouse, <http://www.cmfclearinghouse.org/index.cfm> , 2008

SEGMENT CRASH REDUCTION FACTORS		
Proposed Improvement	% Reduction	Associated Crash Types
<b>Geometric Enhancements</b>		
Center Left-Turn Lane - Construct	80%	Rear-End, Left-Turn
	50%	Head-On Left-Turn
	20%	Head-On, Angle, Other
	15%	Non Left-Turn Rear-End
Horizontal Curve Flattening	30%	Head-On, Fixed-Object, Overturn
Increase Lane Width - Per foot	10%	All Crash Types
Shoulders - Widen to Standard Width	5% per ft. **	All Crash Types
Superelevation Modification	20%	Head-On, Fixed-Object, Overturn
Vertical Curve Modification	20%	Head-On, Sideswipe
	10%	Fixed-Object, Overturn
<b>Operational Enhancements</b>		
Access Management - Improve	15%	Drive-way Related
Centerline Rumble Strips - Install	55%	Sideswipe Opposite, Head-On, Run-Off the Road Left Crashes
Lighting - Install on segment	20%	Night Crashes
Pavement Surface - Improve	20%	Wet Crashes
Pedestrian Refuge - Install	50%	Pedestrian Crashes
Should Rumble Strips	20%	Run-Off the Road Right Crashes
Signing/Delineation on Horizontal Curves - Install	20%	Head-On, Sideswipe, Fixed-Object, Overturn
<b>Roadside Enhancements</b>		
Fixed Objects From Clearzone (Trees, Culverts, Etc.) - Remove	75%	Fixed-Object
Guardrail - Install	55%	Fatalities and "A" Injuries
Sidewalk for Pedestrians - Construct	85%	Pedestrian Crashes
Slope Flattening	15%	Fixed-Object, Overturn

\* "Other" includes and other crash which might be mitigate by the addition of a center left-turn lane in the judgment of the crash analyst

\*\* 5% per foot widened each side (i.e. 3 foot shoulder on each side = 15% reduction)

#### REFERENCES:

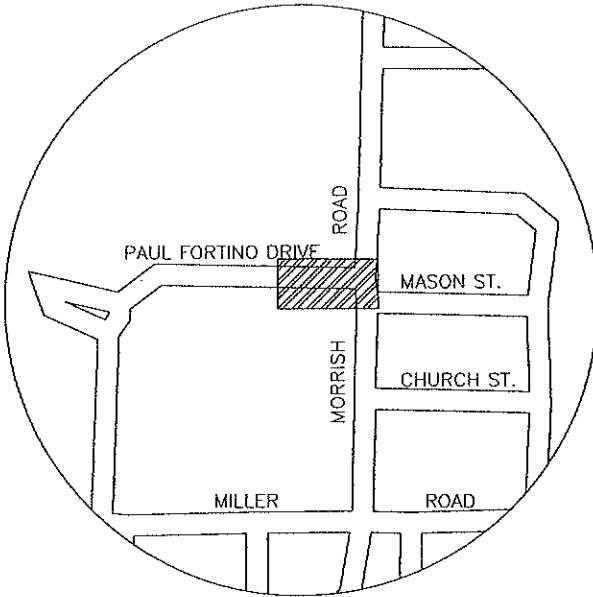
The references listed below are the sources recognized by MDOT for obtaining crash reduction factors. If you have a situation that none of these sources can provide a crash reduction factor for, please contact Jim D'Lamater 517.335.2224.

- 1) MDOT Safety Programs Unit - Crash Reduction Factors (As recommended by K. Kunde. P.E.); October, 1986
- 2) Selection Process for Local High Safety Projects, - Transportation Research Record 847: 1982
- 3) UKTRP - 85-6, University of Kentucky; March, 1985
- 4) Desktop Reference for Crash Reduction Factor, Federal Highway Administration, 2007
- 5) NCHRP Report 617: Accident Modification Factors for Traffic Engineering and ITS Improvements, TRB 2008
- 6) Crash Modification Factor Clearinghouse, <http://www.cmfclearinghouse.org/index.cfm>, 2008

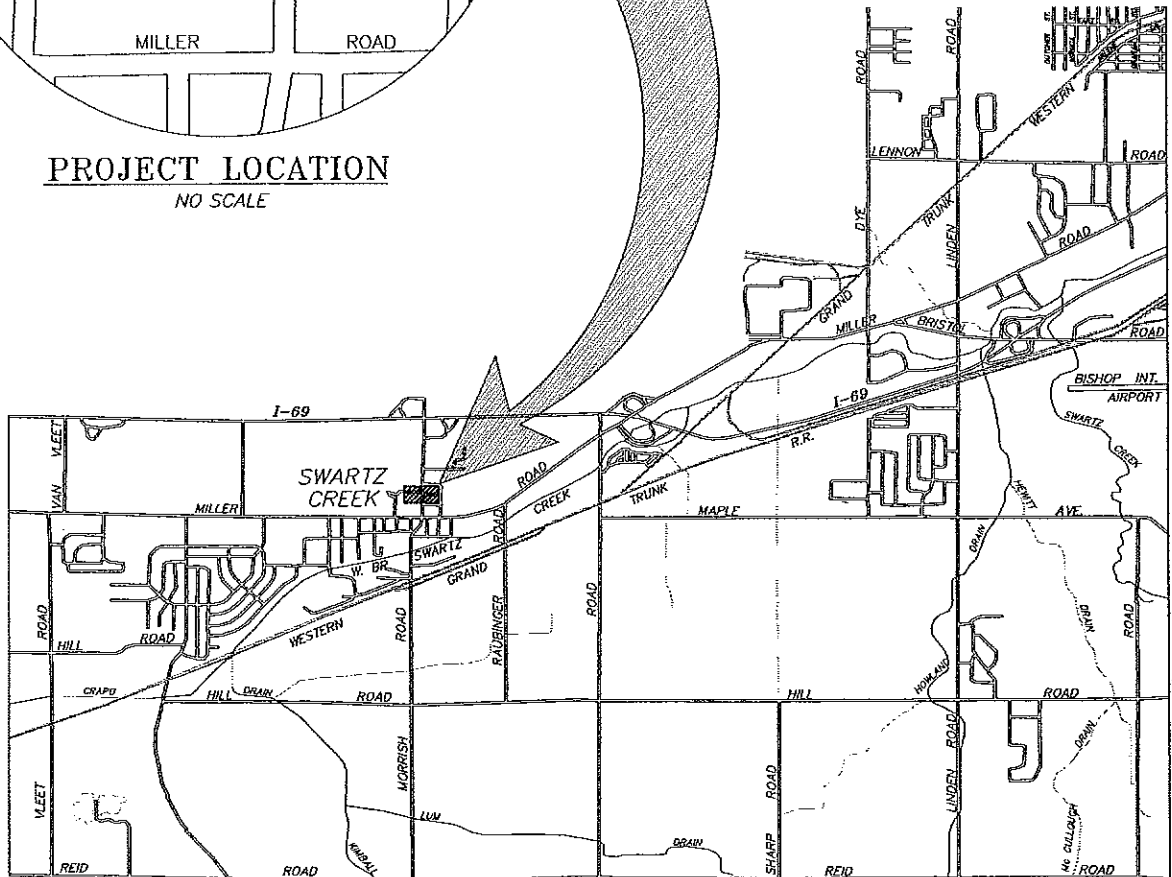
12/9/2009



INTERSECTION IMPROVEMENTS  
FOR THE CITY OF SWARTZ CREEK  
PAUL FORTINO DRIVE & MORRISH ROAD  
FISCAL YEAR 2009



PROJECT LOCATION  
 NO SCALE



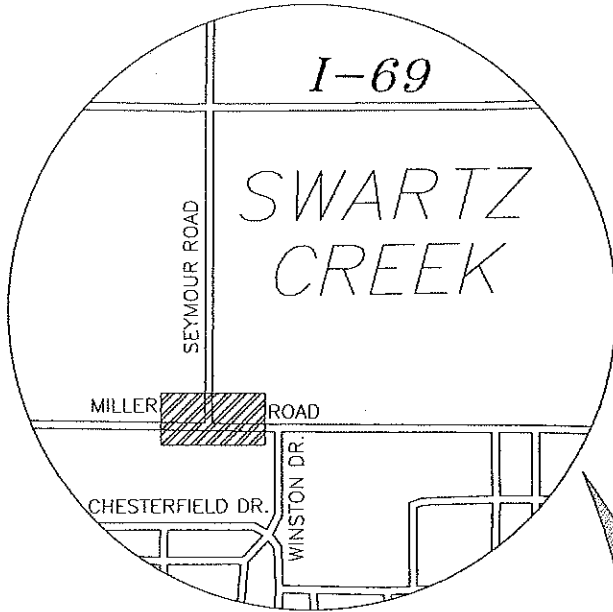
CITY OF SWARTZ CREEK  
 PAUL FORTINO DRIVE AND MORRISH ROAD  
 SAFETY GRANT APPLICATION ESTIMATE  
 2/12/2008



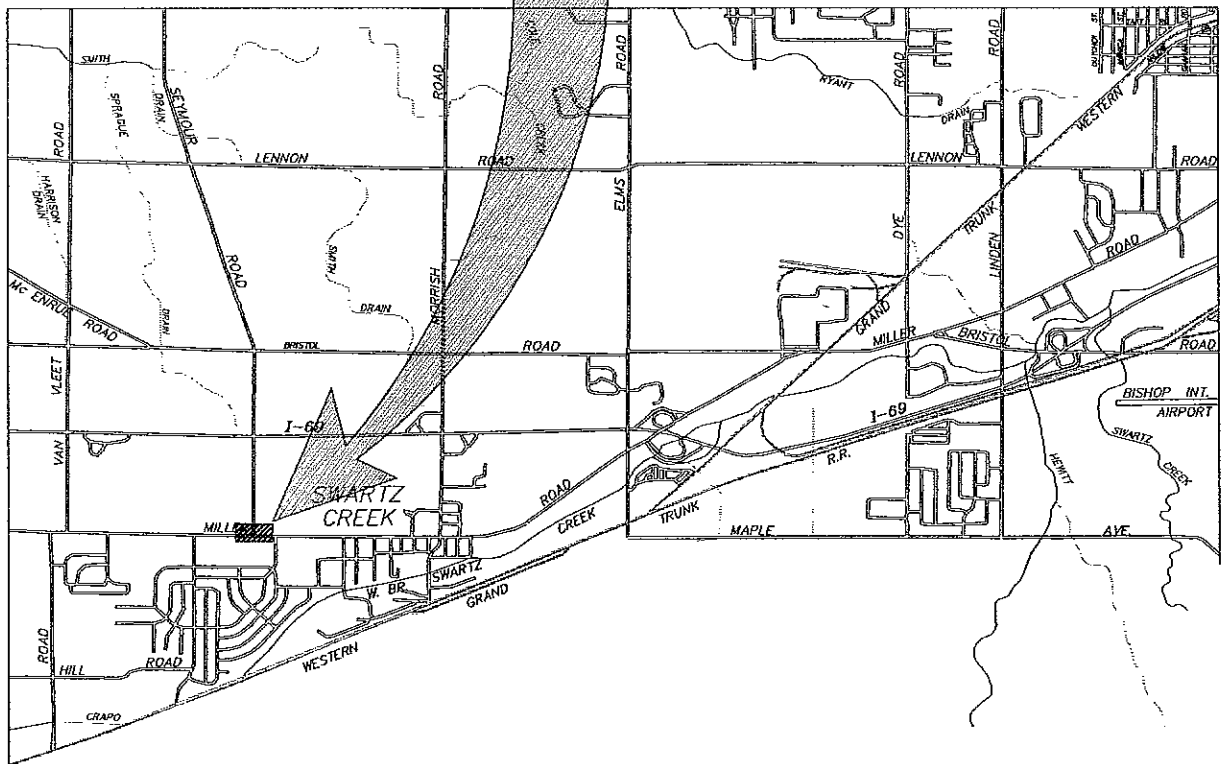
Description: This estimate includes the relocation of approximately 500 feet of Fortino Drive to the north along Morrish Road

Pay Item	Total Quantity	Unit	Unit Price	Total Cost
Mobilization	1	LSUM	\$12,100.00	\$12,100.00
Aggregate Base, 6 inch	1500	Syd	\$7.00	\$10,500.00
Remove Pavement	1500	Syd	\$6.00	\$9,000.00
Remove Curb & Gutter	1000	Ft	\$8.00	\$8,000.00
Machine Grading	5	Sta	\$3,500.00	\$17,500.00
Dr. Structure, 48 inch	4	Ea	\$1,500.00	\$6,000.00
Dr. Structure Cover	2000	Lb	\$1.50	\$3,000.00
Sewer, 12 inch	100	Ft	\$50.00	\$5,000.00
Maintenance Aggregate	100	Ton	\$20.00	\$2,000.00
Concrete Curb & Gutter, MDOT Det C-4	1000	Ft	\$15.00	\$15,000.00
5" Bituminous Asphalt	455	Ton	\$55.00	\$25,025.00
Dr Structure Cover, Adj, Case 1	2	Ea	\$500.00	\$1,000.00
Maintaining Traffic	1	LSUM	\$10,000.00	\$10,000.00
Cleanup and Restoration	1	LSUM	\$3,000.00	\$3,000.00
Erosion Control	1	LSUM	\$3,000.00	\$3,000.00
Pavement Marking	1	LSUM	\$1,000.00	\$1,000.00
Permanent Signing	1	LSUM	\$1,500.00	\$1,500.00
Non-Hazardous Contaminated Soil	100	Cyd	\$75.00	\$7,500.00
	Subtotal			\$140,125.00
	15% Contingency			\$21,018.75
	20% Design & Construction Eng.			\$26,500.00
	<b>TOTAL PROJECT COST</b>			<b>\$187,643.75</b>

INTERSECTION IMPROVEMENTS  
FOR THE CITY OF SWARTZ CREEK  
MILLER ROAD & SEYMOUR ROAD  
FISCAL YEAR 2009



PROJECT LOCATION  
 NO SCALE



**CITY OF SWARTZ CREEK  
 MILLER ROAD AND SEYMOUR ROAD  
 SAFETY GRANT APPLICATION ESTIMATE  
 2/12/2008**



Description: Upgrading the traffic signal at the intersection to a mast-arm configuration. Relocate the stop bars at the east and west approaches and install a stop bar at the north approach as per MMUTCD guidelines. Provide Crosswalks on all approaches.

Pay Item	Total Quantity	Unit	Unit Price	Total Cost
Mobilization	1	LSUM	\$16,000.00	\$16,000.00
Traffic Signal Improvements	1	LSUM	\$150,000.00	\$150,000.00
Sidewalk Ramp, ADA	300	Sft	\$12.00	\$3,600.00
Pavt Mrkg, 6" Crosswalk	373	Ft	\$2.50	\$932.50
Pact Mrkg, Stop Bar	100	Ft	\$8.00	\$800.00
Maintaining Traffic	1	LSUM	\$5,000.00	\$5,000.00
	Subtotal			\$176,332.50
	15% Contingency			\$26,449.88
	20% Design & Construction Eng.			\$40,556.48
	<b>TOTAL COST</b>			<b>\$243,338.85</b>

Adam



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

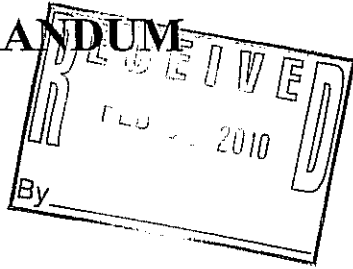
-DIVISION OF-  
WATER & WASTE SERVICES

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

## Paul Bueche

---

**From:** Adam Zettel  
**Sent:** Wednesday, January 27, 2010 2:37 PM  
**To:** Paul Bueche; Councilmember Curt Porath; Curt Porath (cporath@cityofswartzcreek.org); Councilmember David Hurt; Councilmember Dave Krueger; Councilmember Rae Lyn Hicks; Mayor Richard Abrams; Richard Abrams Mayor (rabrams@cityofswartzcreek.org); Councilmember Mike Shumaker; Shumaker Mike (shumaker13@juno.com)  
**Subject:** EECBG Grant  
**Attachments:** List\_of\_EECBG\_Multi-Purpose\_\_LED\_Demo\_Grantees\_308413\_7.pdf

Good Afternoon Everyone,

I have some good news! The effort that the city has placed into the joining the Green Communities Challenge, performing an energy audit, and applying for the Energy Efficiency and Conservation Block Grant has paid off! I was notified today that the City of Swartz Creek has been granted \$50,861 to replace and improve the HVAC at the Edward F. Pavlica public safety building. See the attached release provided by the MML. The city is listed near the top of the first page, in the second column.

This will save the city a lot of money because these improvements were long overdue and would have been a tough cost for the general fund to provide. Like an old car, this system was constantly requiring contract services to keep it limping along, and it was terribly inefficient.

If all goes well, the city will have the new system installed by May and will be reaping the benefits of low-maintenance and high efficiency for years to come.

Hooray!

*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.

**List of EECBG Grantees<sup>1</sup>  
Multi-Purpose Grants  
01/22/2010**

<b>Lead Community</b>	<b>Funded Amount</b>	<b>Lead Community</b>	<b>Funded Amount</b>
Ann Arbor Charter Township	\$ 50,000	City of Romulus	\$105,992
Antrim County	\$374,188	City of Sandusky	\$ 50,000
Baraga County	\$ 59,019	City of Sault Ste Marie	\$163,609
Bay County	\$357,554	City of Southgate	\$113,957
Berrien County	\$ 88,000	City of South Lyon	\$ 67,991
Bessemer Township	\$ 50,000	City of Sturgis	\$ 67,892
Bridgeport Charter Township	\$ 67,800	City of Swartz Creek	\$ 50,861
Calhoun County	\$351,450	City of the Village of Clarkston	\$221,377
Cannon Township	\$ 75,464	City of Three Rivers	\$ 56,660
Cass County	\$ 181,600	City of Wayne	\$ 88,124
Charter Township of Lansing	\$ 56,383	City of Williamston	\$ 50,000
Charter Township of Monitor	\$ 50,000	City of Wixom	\$ 75,413
Charter Township of Superior	\$ 73,853	Clare County	\$147,325
Charter Township of Union	\$ 67,865	County of Charlevoix	\$128,707
Charter Township of Washington	\$103,787	County of Clinton	\$294,696
Cheboygan County	\$128,384	County of Marquette	\$274,379
City of Adrian	\$ 99,065	County of Monroe	\$612,543
City of Alma	\$190,000	County of Muskegon	\$537,945
City of Alpena	\$ 66,473	County of Newaygo	\$216,369
City of Auburn Hills	\$ 97,553	Delhi Charter Township	\$112,847
City of Bay City	\$136,000	Dickinson County Ford Airport	\$132,626
City of Birmingham	\$ 92,123	Eaton County	\$420,000
City of Charlevoix	\$ 50,000	Emmet County	\$153,672
City of Clawson	\$ 71,474	Garden City	\$115,232
City of Crystal Falls	\$ 50,000	Genoa Charter Township	\$ 94,919
City of Dewitt	\$161,805	Grand Traverse County	\$353,575
City of Dowagiac	\$ 52,361	Groveland Township	\$ 53,700
City of Eastpointe	\$132,000	Highland Township	\$173,833
City of Flushing	\$ 58,790	Houghton County	\$163,773
City of Gaylord	\$ 50,000	Ishpeming Township	\$ 90,854
City of Grand Blanc	\$ 57,992	Kalamazoo County	\$508,346
City of Grand Haven	\$ 66,680	Lake Charter Township	\$ 50,000
City of Grandville	\$ 85,313	Lenawee County	\$414,082
City of Greenville	\$ 59,483	Manistee County Government	\$125,000
City of Grosse Pointe Farms	\$ 89,038	Midland County	\$189,182
City of Grosse Pointe Shores	\$ 50,000	Montcalm County	\$218,027
City of Grosse Pointe Woods	\$ 81,860	Missaukee County	\$ 84,508
City of Hamtramck	\$ 98,369	Oceola Township	\$ 68,912
City of Hancock	\$ 47,450	Oshtemo Charter Township	\$ 97,169
City of Hazel Park	\$ 88,980	Pittsfield Charter Township	\$138,389
City of Houghton	\$ 55,775	Presque Isle County	\$470,883
City of Huntington Woods	\$104,000	Ray Township	\$ 50,000
City of Jackson	\$137,069	Saginaw County	\$434,433
City of Lathrup Village	\$ 50,000	Shiawassee County	\$302,014
City of Madison Heights	\$124,061	St Joseph County	\$267,153
City of Marshall	\$ 56,366	Tuscola County	\$489,990
City of Mt Pleasant	\$114,261	Van Buren County	\$326,725
City of Munising	\$ 50,000	Village of Bellaire	\$ 50,000
City of Niles	\$ 21,057	Village of Dexter	\$ 50,000
City of Northville	\$ 50,000	Village of Dundee	\$ 50,000
City of Oak Park	\$127,148	Village of Lake Orion	\$ 50,000
City of Port Huron	\$128,252	Village of Paw Paw	\$ 46,984
City of River Rouge	\$ 50,378	Village of Pinckney	\$ 50,000
City of Riverview	\$451,109	Williamstown Township	\$ 75,384

<sup>1</sup>Awards subject to final administrative approval by the U.S. Department of Energy



**List of EECBG Grantees<sup>1</sup>  
LED Demonstration Grants  
01/25/2010**

<b>Lead Community</b>	<b>Funded Amount</b>
Bay County	\$230,299
City of Ann Arbor Energy Office	\$218,712
City of Birmingham	\$ 32,997
City of Corunna	\$ 50,000
City of East Lansing	\$115,000
City of East Tawas	\$ 50,000
City of Gaylord	\$ 50,000
City of Grand Blanc	\$ 82,008
City of Highland Park	\$140,000
City of Holland	\$113,000
City of Houghton	\$ 76,497
City of Lincoln Park	\$ 30,748
City of Troy	\$250,000
City of Warren	\$171,895
Grand Traverse County	\$250,000
Meridian Township	\$ 50,000
Village of Spring Lake	\$ 48,804

<sup>1</sup>Awards subject to final administrative approval by the U.S. Department of Energy

GENESEE DISTRICT LIBRARY  
Taking Library Services to the People

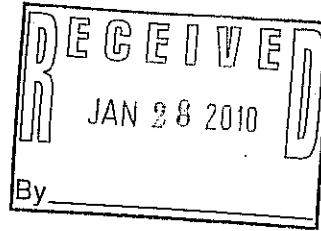


Headquarters  
G-4195 W. Pasadena Avenue  
Flint, Michigan 48504  
810.732.5570  
810.732.1161 fax

[www.thegdli.org](http://www.thegdli.org)

January 26, 2009

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



Dear Paul Bueche:

As you know, Genesee County and the entire state of Michigan are experiencing an economic downturn. In order to position the GDL in a prudent and effective strategy for the future, our Board of Trustees has approved a restructuring of our system. One of the steps in the restructuring includes a decrease of branch hours at most of our branches. The Swartz Creek-Perkins Library is one of several branches in which we have decreased hours. The current branch hours have been decreased from 48 hours per week to 40 hours per week. Effective February 15, 2010 the schedule is as follows.

Mon -Tue-Wed 12-8  
Thurs - Sat 9-5  
Friday - Closed

It is my hope that these hours may be restored sometime in the future but at this juncture, we are experiencing an over-extension of library hours and services in comparison to our current revenues.

If you would like to discuss this further, I would be willing to visit your office or you may contact me by the following methods.  
Phone: (810) 732-5570 or E-mail: [cnash@thegdli.org](mailto:cnash@thegdli.org).

I look forward to working with you in the future.

Respectfully,

Carolyn Nash  
Executive Director



Swartz Creek DDA  
Swartz Creek City Offices Fax:  
8083 Civic Dr.  
Swartz Creek, MI 48473

Phone: 810-635-4464  
810-635-2887

Date: February 4, 2010

**To: DDA Board Members**  
**From: Adam Zettel**  
**RE: February 11, 2010 DDA Board Meeting**

Hello everyone,

**There will NOT be a DDA meeting this coming Thursday, February 11, 2010.** I am still putting together information regarding a potential art gallery and studio space. I expect to have this ready to go for a March meeting.

The DDA will also have the quick task of selecting movies for Family Movie Night during the March meeting as well. I will include or direct boardmembers towards the catalogue at that time. Hopefully, I will be moving along with fundraising at that time as well.

Have a good one! If you have items you would like to see discussed, give me a call and I can put them on the agenda for our next meeting.

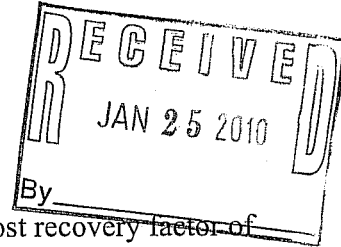
Sincerely,

A handwritten signature in blue ink that reads "Adm Zettel".

**Adam Zettel, AICP**  
*Assistant City Manager*  
(810)-635-4464  
[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING  
FOR THE GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-16149**



- Consumers Energy Company plans to use a base ceiling gas cost recovery factor of \$6.9934 per thousand cubic feet (Mcf), plus additional amounts contingent on future events determined using the company's proposed GCR Factor Ceiling Price Adjustment Mechanism, for the 12-month period of April 2010 through March 2011, if the Michigan Public Service Commission approves its request.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

**DATE/TIME:** February 9, 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 Mark D. Eyster

**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 December 30, 2009 application of Consumers Energy Company (Consumers Energy), which seeks approval of its gas cost recovery (GCR) plan and monthly GCR factors for the 12-month period April 2010 through March 2011. Consumers Energy is also requesting authorization of its monthly GCR factors for the period April 2010 through March 2011 consisting of the sum of two parts: (i) a base ceiling factor of \$6.9934 per Mcf, plus (ii) additional amounts contingent upon future events, determined using the GCR Factor Ceiling Price Adjustment Mechanism, or such higher factors as may be lawful and reasonable. The

company is also requesting that the Commission review its plans and projections through March 2015.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets Website at: [michigan.gov/mpscedockets](http://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](mailto: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](mailto: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 2, 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](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6170.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Energy, Labor & Economic Growth, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.51 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

**[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE,  
REJECT, OR AMEND CONSUMERS ENERGY'S GAS COST  
RECOVERY FACTORS AND OTHER PROPOSALS, IN WHOLE OR IN PART.]**

January 13, 2010 (Rev. January 14, 2010)



The Original Organ Donation Legislation Sponsored By Senator Gleason In 2005 Cost The City \$28,000 Per Year In Transportation Funding. Your Guess Is As Good As Mine As To How Much This Will Cost Us. The 2005 MDOT Notice And Analysis Is Attached.

## Sen. John Gleason introduces bill to teach driver's ed students about organ donation

By Beata Mostafavi | Flint Journal

January 29, 2010, 9:30AM

FLINT, Michigan — Cardinal rules of the road, traffic etiquette and how to donate your heart?

Driver's education training classes could soon teach students about organ donation alongside driver dogma under new legislation introduced by Sen. John Gleason, D-Flushing.

The proposed mandate would add Michigan to a growing list of states that use driver's ed as a vehicle to boost the number of people in donor registries.

"We are fighting for this legislation because we are losing too many chances," said Gleason, noting that almost 3,000 people in Michigan are on a waiting list for a transplant and less than a quarter of licensed drivers are on the donor registry.

Gleason's bill, which he hopes to make law in time for fall, would require students in driver's ed to receive instruction on how to join the state's organ, tissue and eye donor registry.

Instruction material could include a DVD and brochure produced and paid for by donor program Gift of Life.

Marni Idoni, whose 14-year-old daughter will take driver's training this spring, said she thinks the class would be good venue to learn about organ donation.

"It would make kids aware of what it is and how it could affect other people," said Idoni, of Fenton, who is on the donor registry herself. "It's a conversation parents maybe wouldn't think to have with their kids or wouldn't necessarily want to have."

Gleason said the proposal is also intended to spark more dialogue between young people and families about the decision to donate and debunk common misconceptions — such as the notion that people who donate organs cannot have open casket funerals.

It's also an issue close to Gleason's heart — he received a kidney transplant from his sister Rita Blanchard in 2001.

"I've been down this road so I understand how great a gift this can be," he said.

Bill SB 1045 passed unanimously in the Senate Transportation Committee Jan. 19 and will move to the Senate floor. It would then have to be passed by the House and signed by the governor.

It's not the first time Gleason has tried passing laws to help registry numbers.

Another law that took effect in 2007 required the Michigan Secretary of State's Office to ask people applying for or renewing their driver's license if they wanted to become organ donors. Those who did would be identified by a heart symbol on their driver's license.

No major religious group opposes organ donation.

Faye Dent-Webster, owner of the On the Move Driving School in Mt. Morris Township, said the topic would fit in well with segment 2 of driver's ed, which addresses such subjects as road rage, defensive driving and drunk driving,

"That would be a good subject to touch on," she said. "I think they should be informed on what's going on and what their position would be in the case a tragedy would happen. It would be a good chance to give them that exposure and let them know how it could save someone's life."

Nationally, about 18 people die everyday because an organ did not become available for them, according to Ann Arbor-based Gift of Life.

Just 24 percent of licensed drivers, or a little more than 1.7 million people in Michigan are on the donor registry. That compares to a national average of 39 percent.

"We think that education for drivers is a great opportunity for them to learn about organ and tissue donation and how it can save lives," said Tim Makinen, Gift of Life communications director. "What a person is saying is that they want their final act to be one that could change a life.

"If something tragic happens, there's no question for the family what the person wanted."

Several other states, including Arkansas, Indiana, Iowa, Minnesota, Mississippi, Ohio, Texas and Wisconsin have adopted similar policies in the past few years adding education about organ donation to driver's training courses.

Other states, such as North Carolina, require organ donation to be taught in other venues such as health or physical education classes.

Fenton High School freshman Madison Idoni, 14, said she thinks the topic could be added either to driver's training or even during regular school time.

“I think that would be a good time to do it,” she said of exposing people to the process at an early age. “It gives you more time to think about it.”

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STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RECEIVED  
OCT 11 2005

GLORIA J. JEFF  
DIRECTOR

JENNIFER M. GRANHOLM  
GOVERNOR

October 7, 2005

FYI

TO: All City and Village Street Administrators  
All Board of County Road Commissioners

SUBJECT: Final 2005 MTF Distribution

House Bill 4082, Public Act 141 of 2005, was signed by the Governor on September 29, 2005. The effect of this act will be to redirect service and transfer fee revenues away from the Michigan Transportation Fund (MTF) to the Transportation Administration Collection Fund. The act is retroactive to the beginning of fiscal year 2005, October 1, 2004.

For fiscal year 2005, the estimated amount of service and transfer fee revenues is approximately \$11 million. A negative adjustment will be taken from your final 2005 MTF distribution which will be dated November 3, 2005. We calculate the fiscal impact of each local agency's distribution to be approximately 8 percent less than prior months distributions.

Visit the Michigan Legislature's website for the details about this public act at <http://www.legislature.mi.gov>.

If you have any questions regarding this matter, please contact Mary Cumberworth, Financial Outreach Services, at (517) 241-3178, or via email at [cumberworthm@michigan.gov](mailto:cumberworthm@michigan.gov).

Sincerely,

Edward A. Timpf, Administrator  
Financial Operation Division



# Legislative Analysis



## HEART INSIGNIA/DONOR REGISTRY

Mitchell Bean, Director  
Phone: (517) 373-8080  
<http://www.house.mi.gov/hfa>

House Bills 4082 and 4469 (as passed by the House)  
Sponsor: Rep. John Gleason

House Bill 4470 (as passed by the House)  
Sponsor: Rep. Philip LaJoy  
Committee: Transportation

### Second Analysis (5-12-05)

**BRIEF SUMMARY:** This package of bills would establish a heart insignia on the front of the driver license and state identification card and would change how the secretary of state approaches residents regarding organ and tissue donation. The bills are intended to enhance and strengthen the state's donor registry and increase the number of residents on the registry. *In addition, the House-passed substitute [Substitute H-4] of House Bill 4082 would redirect two department of state service fees currently earmarked for the Michigan Transportation Fund to the Transportation Administration Collection Fund. The provisions related to this fund shift are unrelated to the provisions regarding the organ and tissue donation program.*

**FISCAL IMPACT:** With regard to the provisions of the bill dealing with organ and tissue donation designation on driver licenses and state identification cards, the Department of State would incur costs for programming as well as costs for ongoing administrative expenses. However, the amount of those costs are indeterminate at this time. *The fiscal impact on the redirection of service fees from the Michigan Transportation Fund to the Transportation Administration Collection Fund are described more fully in a memo prepared for the House Appropriations Subcommittee on Transportation and available from the House Fiscal Agency or at <http://www.house.mi.gov/hfa/whatsnew.html>. The memo is entitled "Transportation Administration Collection Fund."*

### THE APPARENT PROBLEM:

According to Gift of Life of Michigan, a state organ and tissue donation program, there are currently 2,678 patients in the state who are waiting for organ transplants and hundreds of people in need of other tissues such as heart valves, veins, tendons, bone, and corneas, in order to survive or maintain their quality of life. Year-to-date 2005 statistics reveal that 94 Michigan patients have received an organ transplant, while 42 patients have died waiting for a transplant. While other states average 40 percent of their population as registered donors, Michigan lags behind with only 8 percent of its population as registered donors.

This package of bills is intended to enhance, support, and improve Michigan's donor registry and allow hundreds more organ and tissue transplants per year. The bills establish a heart insignia on the front of the license or state identification card that provides an easy, reliable way for citizens and medical personnel to verify that a resident

has registered their wish to become an organ, tissue, or eye donor and would require the secretary of state to inquire of each licensee, in person or by mail, whether the licensee wants to participate in the organ and tissue donor registry.

### ***THE CONTENT OF THE BILLS:***

House Bill 4082 would amend the Michigan Vehicle Code (MCL 257.310) to require the secretary of state to put a heart insignia on the front of a driver license when a driver has indicated the intent to be an organ or tissue donor.

Also, beginning January 1, 2007, the secretary of state would be required to inquire of each licensee, in person or by mail, whether the licensee agrees to participate in the organ and tissue donor registry. If a person had agreed to participate in the registry, that agreement would not be considered revoked solely because the license had been revoked or suspended or had expired. In addition, enrollment in the organ, tissue, and eye registry constitutes a legal agreement that remains binding and in effect after the donor's death regardless of the expressed desires of the deceased donor's next of kin who may oppose the donor's organ, tissue, or eye donation.

The bill also contains a provision regarding the sticker or decal on a license that indicates a licensee has designated one or more patient advocates. The bill specifies that the sticker or decal could be provided by any person, hospital, school, medical group, or association interested in assisting in implementing the emergency medical information card, but the sticker or decal would have to meet the specifications of the secretary of state.

House Bill 4470 would amend the Michigan Vehicle Code (MCL 257.303 et al.) to require the secretary of state, beginning January 1, 2007, to:

- Maintain a record of an individual who indicates a willingness to be placed on the registry. Information about an applicant's indicated willingness to be placed on the registry obtained and forwarded by the secretary of state would be exempt from disclosure under the Freedom of Information Act.
- Maintain the organ, tissue, and eye donor registry in a manner that provides electronic access, including transfer of data to the state's federally designated organ procurement organizations, their successor organizations, and the tissue and eye banks, with limitations on the use and access to the donor registry as determined by the secretary of state.

The bill also would prohibit the charging of a fee to add or remove a heart insignia from a driver license.

House Bill 4469 would amend the Public Health Code (MCL 333.10104) to put references to the heart insignia on a driver license or state personal identification card into the code.

It also contains language prohibiting the revocation of a donation made by will or by a "document of gift" after the donor died, regardless of the expressed desires of the deceased donor's next of kin who may oppose the donor's organ, tissue, or eye donation.

House Bill 4082, House Bill 4469 and House Bill 4470 are all tie-barred to one another, so that none of the bills could take effect unless all three bills took effect. The three House Bills are also tie-barred to Senate Bill 301, which would put similar provisions into the act that provides for an official state personal identification card. (Senate Bill 301 is currently on the House floor.)

**ARGUMENTS:**

***For:***

Supporters say that a recent study estimated that 25 percent of Michigan driver's license holders would be registered donors within four years after implementation of policies similar to the other 41 states which have donor designation on their license. The heart insignia, coupled with questioning by the secretary of state upon renewal will increase Michigan's donor registry.

***For:***

Organ and tissue donation program representatives believe that providing organ and tissue donation information to residents prior to renewal will give Michigan residents time to consider their decision before they are asked about the heart insignia at the secretary of state offices.

***For:***

Supporters also say that electronic transfer of data will ensure that data is error free, complete, and would eliminate the problem of scanning damaged donor cards. It also could reduce postage costs currently incurred by the secretary of state.

**POSITIONS:**

The Department of State supports the bills. (3-15-05)

Gift of Life of Michigan and the National Kidney Foundation of Michigan support House Bills 4469 and 4470 as reported from committee and House Bill 4082 in anticipated substitute form. (3-16-05)

Michigan Association of Emergency Medical Technicians supports the bills. (3-15-05)

The Department of Community Health supports the bills. (3-15-05)

Legislative Analyst: E. Best  
Fiscal Analysts: William Hamilton  
Robin Risko

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■ This analysis was prepared by nonpartisan House staff for use by House members in their deliberations, and does not constitute an official statement of legislative intent.



Senate Fiscal Agency  
P. O. Box 30036  
Lansing, Michigan 48909-7536



**BILL ANALYSIS**

Telephone: (517) 373-5383  
Fax: (517) 373-1986  
TDD: (517) 373-0543

House Bill 4082 (Substitute S-3 as reported)  
Sponsor: Representative John Gleason  
House Committee: Transportation  
Senate Committee: Appropriations

**CONTENT**

The bill would amend the Michigan Vehicle Code to do the following:

- Provide for a heart insignia on the front of Michigan driver licenses for residents who choose to participate in the Organ and Tissue Donor Registry; and require, beginning January 1, 2007, that the Secretary of State inquire of each driver licensee (in person or by mail) whether the licensee agreed to participate in the Organ, Tissue, and Eye Donor Registry. (This provision is part of a package of bills (SB 301, HB 4469 and HB 4470) to implement a new process for registration of organ donors.)
- Provide that for fiscal year (FY) 2004-05 only, revenue from vehicle registration transfers (\$8 per transaction) and revenue from expedited title services (\$5 per transaction), would be deposited in the Transportation Administration Collection Fund (TACF) instead of the Michigan Transportation Fund.
- Specify that TACF revenue generated from Sections 801 to 810 could be spent only on necessary collection costs incurred by the Department of State in the administration and enforcement of those sections of the Code (which govern vehicle registration fees, certification of title fees, and license fees).

House Bill 4082 (S-3) is tie-barred to Senate Bill 301, House Bill 4469, and House Bill 4470.

MCL 257.310 et al.

**FISCAL IMPACT**

Programming costs related to changes to the organ donor process would be absorbed through the Department of State's Business Application Modernization Project. Minimal costs would result from inquiry requirements regarding whether applicants or current personal identification cardholders wished to participate in the Registry.

Executive Order 2005-7 reduced the FY 2004-05 General Fund/General Purpose (GF/GP) appropriation to the Department of State by \$10.6 million. After the Executive Order was approved, Public Act 11 of 2005 provided a \$10.0 million appropriation from the Transportation Administration Collection Fund to cover a portion of the GF/GP reduction. The new TACF revenue appropriated in the Public Act 11 would come from proposed changes to the Michigan Vehicle Code as described below.

Projected  
202 + 203 → \$350,000  
Revenues  
- 8% → \$322,000

Currently, the revenue from the expedited title fee (\$5 per transaction) authorized under Section 806 of the Code is deposited in the Michigan Transportation Fund (MTF). Based on transaction data supplied by the Department of State for FY 2003-04, the expedited title fee generates about \$900,000 annually. Currently, the revenue from the registration transfer fee (\$8 per transaction) authorized under Section 809 of the Code is deposited in the MTF. Based on transaction data supplied by the Department of State for FY 2003-04, the transfer fee generates about \$9.6 million annually.

Under the bill, the revenue from these two fees, which generate about \$10.5 million annually, would be deposited in the Transportation Administration Collection Fund, for FY 2004-05 only. Beginning October 1, 2005, the fee revenue again would be deposited in the MTF. The redirection of \$10.5 million from the MTF to the TACF would have an impact on recipients of MTF revenue in the following amounts in FY 2004-05:

- Comprehensive Transportation Fund: (\$1.05 million)
- State Trunkline Fund: (\$3.7 million)
- County road commissions: (\$3.7 million)
- Cities and villages: (\$2.05 million)

The Governor's FY 2005-06 budget recommendation for the Department of State assumes the continuation of the funding shift contemplated in the bill. The TACF revenue from the two fees for FY 2005-06 is estimated at \$10.9 million.

The bill would limit the activities that could be funded with TACF revenue. Currently, the TACF may be used to support all Department of State expenses associated with the administration and enforcement of Sections 801 to 810 of the Code. Under the bill, use of TACF revenue generated from Sections 801 to 810 would be limited to "collection expenses" associated with the administration and enforcement of those sections.

Date Completed: 5-26-05

Fiscal Analyst: Bill Bowerman  
Craig Thiel

floor/hb4082

This analysis was prepared by nonpartisan Senate staff for use by the Senate in its deliberations and does not constitute an official statement of legislative intent.



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Lansing, Michigan 48909-7536



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TDD: (517) 373-0543

House Bill 4082 (Substitute S-3)  
Sponsor: Representative John Gleason  
House Committee: Transportation  
Senate Committee: Appropriations

Date Completed: 5-23-05

### **CONTENT**

The bill would amend the Michigan Vehicle Code to do the following:

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Fiscal Analyst: Bill Bowerman  
Craig Thiel

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