

## City of Swartz Creek

### AGENDA

Regular Council Meeting, Monday January 25, 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 11, 2010 MOTION Pg. 8,12-18
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8,2-7
  - 6B. Monthly Police Report Pg. 19-29
  - 6C. Monthly Fire Report Pg. 30-43
  - 6D. Hydro Designs Cross Connection Control Program (Agenda Item) Pg. 44-70
  - 6E. Veterans Memorial Agreement (Agenda Item) Pg. 71-74
  - 6F. AmeriPlan Health Care Changes (Agenda Item) CD
  - 6G. Data Systems .NET Upgrades (Agenda Item) Pg. 75-93
  - 6H. Comcast Letter, System Changes Pg. 94-95
  - 6I. Legislative Updates Pg. 96
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Appropriation, Cross Connection Control Program, Hydro-Designs Inc. RESO. Pg. 9,44-70
  - 8B. Veterans Memorial Agreement RESO. Pg. 9,71-74
  - 8C. Appoint TPA AmeriPlan, Change Health Care Deductibles RESO. Pg. 10, CD
  - 8D. Appropriation, Data Management System Upgrades RESO. Pg. 10,75-93
  - 8E. Request, Transportation Assistance RESO. Pg. 11
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 January 25, 2010 7:00 P.M.**

**TO: Honorable Mayor, Mayor Pro-Tem & Council Members**  
**FROM: PAUL BUECHE // City Manager**  
**DATE: 22-January-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. It appears, from media articles that the bankruptcy has been resolved, insofar as this plant is concerned, but the MTT Appeal continues. GM appeals exposure at 80% shows the loss to both real and personal property in General Fund revenues to be \$209,037. Loss to the Garbage Fund is \$68,970. The maximum exposure on loss General Fund revenues, inclusive of all appeals is \$244,371. Total potential loss to the Garbage Fund is \$80,930.

In discussion with Mr. Figura, he believes it would be beneficial to stir this issue a bit via GM's retained legal Council. He is very familiar with the firm and has contacted them. They have asked for documents which have been forwarded. With a bit of luck, we may see some movement towards a resolution into the New Year.

✓ **FEES, RATES, SERVICE CHARGES** (*Status*)

Pending enactment of a new water ordinance. We sent another round of letters out advising the new rates are in effect and will be collected effective on the May billing. The draft ordinance is in to Mr. Figura to be placed into form and will be back at the

meeting of February 8<sup>th</sup> for adoption. We'll have the resolution setting the fees at this meeting too. I've included the draft with tonight's packet for review. Please let me know if there are any comments, suggestions or criticism.

- ✓ **WWS INTERGOVERNMENTAL JURISDICTION SEWER ORDINANCE** (*Status*)  
This is again 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.
- ✓ **VETERANS MEMORIAL** (*Resolution*)  
Included with tonight's packet is an agreement that transfers the park back to the City, but allows the Veterans Committee to continue to raise funds for the purchase of the remaining statute(s). The Memorial has been placed under the City's liability and property insurance policy.
- ✓ **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**

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>

**TABLE #2 2011-2014 TIP, PROJECTS FUNDED**

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 West Drive	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

<b>City Funded Totals</b>	-	-	<b>\$320,477</b>	<b>\$61,000</b>	<b>\$106,000</b>	<b>\$487,477</b>
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**TABLE #3 2011-2014 TIP, LIKELY PROJECTS FUNDED**

<b>Project</b>	<b>Year</b>	<b>Grant</b>	<b>City Match</b>	<b>P.E.</b>	<b>C.E.</b>	<b>Total</b>
Miller Between Elms & Tallmadge	2011	\$338,997	\$85,749	\$28,000	\$45,000	\$497,746
Bristol Road @ GM-SPO West Drive	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640

<b>City Funded Totals</b>	-	-	<b>\$99,477</b>	<b>\$36,000</b>	<b>\$61,000</b>	<b>\$196,477</b>
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- 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. Phase I bid returns came in to MDOT on the 8<sup>th</sup>. 23 bids were received ranging from \$1,108,954 to \$1,471,289. The low bidder is a local company, Zito Construction. A pre-construction pre-bid award meeting is scheduled for this week. The project is slated to begin as soon as weather permits.
- 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*)  
Construction is complete, save for some minor work. We have invested in some repair of the existing restrooms, paint and carpet in the existing hallway. We are awaiting a dedication announcement for the new building.
- ✓ **LABOR CONTRACTS** (*Status*)  
All that's left here are my contract and some type of employment agreement with Mr. Kehoe. From a financial standpoint, neither of these will change. As we have discussed in the past, I am preparing a report of highs and lows on my contract and will have the matter back after the New Year.
- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)  
We may have an open door. The taxes on this property have been delinquent since 2006. The property is scheduled to go to seizure in March 2010. If it does, we may be able to purchase it for back taxes (about \$25k). We would be bidding against the bank,

if they show. If they do, we may be able to reach some sort of agreement with them to have the building razed. We'll continue to watch it.

- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** (*Status*)  
I sit on the executive board for the Genesee County 911 Consortium, a party to this litigation. The monthly meetings have regular updates to this action. The litigation has been stalled and likely will remain so for a while. I'm going to remove this item from the watch list and will bring it back when additional information surfaces.
- ✓ **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.
- ✓ **2009 MASTER PLAN REVIEW** (*Status*)  
Pending distribution and comment waiting period.
- ✓ **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. The only cost we do not know here is what Consumer's Energy will charge for an electrical service drop. It could be expensive. We have the design into MDOT for review and a request into Consumer's for cost opinions.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)  
Nothing new.
- ✓ **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*)  
We've submitted a grant to the MI-DLEG. It should take a month or so to see if we qualified.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

- ✓ **CROSS CONNECTION CONTROL PROGRAM** (*Resolution*)  
As the Council is aware, we have to maintain a Cross Connection Control Program in order to meet MI-DEQ requirements. We out-source this to a company called Hydro-

Design. The work involves commercial and industrial compliancy with back flow prevention into the public water system. The program is on-going and requires testing and inspection. The cost for this program has remained unchanged for many years, \$4,500 per year. I have a resolution to continue included with tonight's agenda.

✓ **THIRD PARTY HEALTH CARE PLAN** (*Resolution*)

As we discussed in December, I think it's a wise idea to self-insure, with a ceiling, a portion of our health insurance. In other words, we'll be going to a higher deductible for some services, such as diagnostics and hospitalization. In order to do this we'll have to employ a third party administrator. Our broker, Harvey Lee of Total Benefits, recommends AmeriPlan of Troy Michigan. In conjunction with this, I would like to change the way we carry our financials regarding health care. I recommend we begin a fund for this that accrues cash for post retirement obligations. GAAP and GASB are currently working towards the capitalization of health care expenses, meaning sooner or later we'll be required to do this and carry the exposure on our books. This is probably something we'll need to implement at the change in fiscal years though. I have a resolution to employ AmeriPlan as a third party administrator and self insure higher deductibles with our health care plan.

✓ **APPROPRIATION, DATA SYSTEM UPGRADES** (*Resolution*)

In line with our accounting software changes, the final phase of this are the switch over to MS-.NET database (I've included an explanation of .NET if you are unfamiliar with the term). BS&A included this in the software costs, but as you may recall, we needed to make some hardware changes before the .NET was brought online. I wanted to get some time into the new software to be certain that it operated as anticipated before the .NET implementation. Our hardware was installed when this building was constructed. It needs upgrading in order to support our data management systems. As you may recall, this is a planned and budgeted expense. Cost for hardware is under \$2,000. The set-up and programming is labor intensive with an estimated 80+ hours of work. Don has given a price of \$5,000 complete for the work. These costs are much less than anticipated as I had budgeted a number about five times this. At any rate, I have resolutions to appropriate included with tonight's agenda.

✓ **TRANSPORTATION ASSISTANCE REQUEST** (*Resolution*)

At the last meeting we discussed the possibility of obtaining earmarked funds from Representative Dale Kildee's Office. Included with tonight's agenda is a resolution to this effect. We arrived at a request for transportation money as it seems that this may be the easiest with existing channels already in place.

## **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 January 25, 2010 7:00 P.M.**

**Resolution No. 100125-4A            MINUTES, JANUARY 11, 2010**

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

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held January 11, 2010 to be circulated and placed on file.

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

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

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

**Resolution No. 100125-5A            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 January 25, 2010 to be circulated and placed on file.

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

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

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

**Resolution No. 100125-6A            CITY MANAGER'S REPORT**

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

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

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

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

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



**Resolution No. 100125-8A**

**APPROPRIATION, 2010 CROSS CONNECTION CONTROL – COMPLIANCY PROGRAM, HYDRO DESIGNS**

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

**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, 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

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

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

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

**Resolution No. 100125-8B**

**VETERANS MEMORIAL AGREEMENT**

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

**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 statutes; 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 Swart Creek Veterans Memorial Committee allowing for the transfer of the Memorial, a copy of the agreement attached hereto.

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

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

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

**Resolution No. 100125-8C            APPOINT TPA AMERIPLAN, CHANGE HEALTH CARE DEDUCTIBLES**

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

**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 AmeriPlan of Troy Michigan as the City’s third party administrator to manage the program, and further, direct the staff to execute all documents pertaining 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.

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

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

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

**Resolution No. 100125-8D            APPROPRIATION, DATA SYSTEM UPGRADES**

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

**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.

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

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

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

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

**WHEREAS**, the City of Swartz Creek, formerly 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 a lack of community cohesiveness, identity, and vision; 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.

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday January 11, 2010 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 01/11/2010**

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, DPS Director Tom Svrcek, Assistant City Manager Adam Zettel.

Others Present: Boots Abrams, Tommy Butler, Sharon Klein.

**APPROVAL OF MINUTES**

**Resolution No. 100111-01**

**(Carried)**

Motion by Mayor Pro-Tem Porath  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council hereby approve the Minutes, as corrected, for the Regular Council Meeting, held December 14, 2009, to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

City Manager Bueche requested removing items 8A; Adopt Sewer Use Ordinance #406, Industrial Pre Treatment Program and 8B; Designation of Authority, Industrial Pre Treatment Sewer Program for further discussion with the City Attorney.

**Resolution No. 100111-02**

**(Carried)**

Motion by Councilmember Krueger

Second by Councilmember Hicks

**I Move** the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of January 11, 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. 100111-03**

**(Carried)**

Motion by Councilmember Shumaker

Second by Councilmember Binder

**I Move** the Swartz Creek City Council approve the City Manager's Report of January 11, 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:**

None.

## **COUNCIL BUSINESS:**

### **2011-2014 TIP Project Commitment**

**Resolution No. 100111-04**

**(Carried)**

Motion by Councilmember Hicks

Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek is a Local Governmental Unit and recognized Street Authority eligible to receive funding from the Michigan Department of Transportation and the Federal Highway Administration; and,

**WHEREAS**, the City of Swartz Creek is a member of the Genesee County Metropolitan Planning Alliance, an urban transportation planning cooperative charged with allocating funds to eligible street authorities in Genesee County; and

**WHEREAS**, the City of Swartz Creek has identified a need to make repairs and improvements to a number of streets in its Major Street System and has considered the making of such repairs and improvements in open session following the review of documents and the hearing of comments on the need from the city’s engineer, staff and from the public, and has submitted applications for such repairs and improvements to the Genesee County Metropolitan Alliance Traffic Improvement Program; and

**WHEREAS**, the Genesee County Transportation Surface Management Committee has set a Traffic Improvement Program schedule to be recommended to the Technical Advisory Committee that ranks projects throughout the County, inclusive of projects submitted by the City; and

**WHEREAS**, projects submitted by the City and approved for funding allocation are identified as follows:

1. Concrete Repair, Miller Road between Elms and Tallmadge Court
2. Construct Trail-Way Section, Elms Park to Heritage Park
3. Mill & Re-Surface, Bristol Road from Miller to Western GM-SPO Entrance

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Swartz Creek submit the following schedule and cost projections to the Genesee County Metropolitan Planning Organization:

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 Between Miller & West GM-SPO	2012	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
Trail Way, Elms Park to Heritage Park	2014	\$296,000	\$221,000	\$25,000	\$45,000	\$587,000

**BE IT FURTHER RESOLVED**, that the City designate source funding for all construction local match, Design Engineering and Construction Engineering fees from Major Streets Fund 202, and further, direct the City Staff to create the necessary project additions and cost centers to the City’s accounting system.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

**Sale of City Property, Rescind Bid Award**

**Resolution No. 100111-05**

**(Carried)**

Motion by Councilmember Binder  
 Second by Councilmember Krueger

**WHEREAS**, the City published an RFP in 2008 to solicit bids for the sale and renovation of a parcel of property with an unoccupied dwelling that the City owns, parcel #58-01-100-020, 5129 South Morrish Road; and

**WHEREAS**, the City received one return, Mr. John Green representing Diane Green Photography LLC, 7512 Grove Street Swartz Creek; and

**WHEREAS**, the City accepted the proposal on October 13, 2008, directing staff to execute a purchase agreement for the sale of the parcel, conditioned on the terms of the RFP; and

**WHEREAS**, for personal reasons, being the passing of his spouse and partner Diane Green, Mr. Green has requested the City rescind its commitment to sell the property as he is no longer capable of continuing his plan for purchase and renovations as set forth in his RFP.

**NOW, THEREFORE, I Move** the City of Swartz Creek hereby rescind Resolution #081013-12, passed on October 13, 2008, and further, direct staff to examine options for the property and bring the findings back to the Council for consideration and decision.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**Bond Debt Obligation Commitment, Western Trunk Extension**

**Resolution No. 100111-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Hicks

**WHEREAS**, the City of Swartz Creek has a debt commitment to pay to the County of Genesee the annual sum of \$56,237.56 to meet the Western Trunk Sewer Extension bond principal, interest and fee obligations; and

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

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

**NOW THEREFORE, BE IT RESOLVED**, that the City of Swartz Creek appropriate an amount not to exceed \$56,237.56 from Fund 590 Sewer, to meet the principal, interest and fee requirements for the Western Trunk Sewer Extension debt obligations, funds to be drawn as follows:

Funds Already Available	\$ 56,237.56
Tap-In Fees to be Collected	\$ -0-
Funds from Monthly Rates of Services	\$ -0-
General Fund	\$ -0-

Ad-Valorem Levy	\$ -0-
Other	\$ -0-
<b>Total:</b>	<b>\$ 56,237.56</b>

Discussion Took Place.

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

**Appointment, Boards & Commissions, Local Officer's Compensation Commission**

**Resolution No. 100111-07** **(Carried)**

Motion by Mayor Pro-Tem Porath  
 Second by Councilmember Hurt

**I Move** the Swartz Creek City Council confirm the Mayor's re-appointment of Tommy Butler, 40 Somerset Drive, to the Swartz Creek Local Officers Compensation Commission, term to run October 1, 2009, expiring September 30, 2010.

Discussion Took Place.

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

**Appointments, Boards & Commissions, Planning Commission**

**Resolution No. 100111-08** **(Carried)**

Motion by Councilmember Krueger  
 Second by Councilmember Hicks

**I Move** the Swartz Creek Council re-appoint David Hurt, 9214 Chesterfield Drive, to the Swartz Creek Planning Commission, term to run November 10, 2009 through November 8, 2010.

Discussion Took Place

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

**Appointments, Boards & Commissions, Downtown Development Authority**

**Resolution No. 100111-09** **(Carried)**

Motion by Councilmember Shumaker  
 Second by Councilmember Hurt



**I Move** the Swartz Creek City Council concur with the Mayor's re-appointment of Paul Bueche, to the Downtown Development Authority, term to run December 1, 2009 through November 30, 2013.

Discussion Ensued.

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

### **Appointment, Boards & Commissions, Downtown Development Authority**

**Resolution No. 100111-10**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council concur with the Mayor's re-appointment of Ernie Eckerdt, 5019 Brady Street, to the Downtown Development Authority, term to run December 1, 2009 through November 30, 2013.

Discussion Took Place.

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

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

None.

### **REMARKS BY COUNCILMEMBERS:**

Councilmember Binder questioned whether more calendars would be printed for the New Year. Ms. Binder stated that the census is coming in February and urged everyone to fill it out and return it.

Councilmember Hicks talked about openings on the park board if anyone knows someone who may be interested.

Councilmember Shumaker also spoke about the census. Mr. Shumaker spoke about there being a lot of bicycle riders in the City at night. Mr. Shumaker stated the riders and bicycles generally have no reflective material. Mr. Shumaker questioned whether there was an ordinance in place to police this.

Councilmember Krueger spoke about monies for local streets, and stated that he has been to Congressman Kildee's office to request that he put in an earmark for the City for \$1,000,000-\$2,000,000 for that fund; one million for major streets and one million for local streets. Mr. Krueger suggested that other councilmembers contact Mr. Kildee's office as well.

Mayor Pro-Tem Porath talked about receiving mail too late for events. Mr. Porath spoke about the intersection at Bristol and Morrish.

Mayor Abrams spoke about local street funding.

**ADJOURNMENT:**

There being no objection, Mayor Abrams declared the meeting adjourned at 8:12 p.m.

Richard Abrams, Mayor

Deanna Korth, Deputy City Clerk

**SWARTZ CREEK POLICE DEPARTMENT**  
**MOTOR POOL RENTAL HOURS**  
**DECEMBER 2009**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	16	0	0	0
#05-346	0	0	83	0
#07-375	128	4	0	0
#05-275	84	5	0	2
#09-401	444	9	0	0
<b>TOTAL</b>	<b>672</b>	<b>18</b>	<b>83</b>	<b>2</b>

# SWARTZ CREEK POLICE DEPT

## Total Account Hours Summary Report

From: 12/01/2009 to 12/31/2009

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
<b>ADMINISTRATIVE</b>					
101 301 702.001	SUPERVISOR	211.250	18.750	2,549.250	62.250
101 301 702.002	CLERICAL	111.000	0.000	1,709.000	2.000
<b>PROTECTION</b>					
101 301 702.003	UNIFORMED	497.250	56.000	6,788.000	292.000
101 301 702.004	NON-UNIFORMED	0.000	0.000	146.250	28.000
101 301 702.005	TRAFFIC ENFORCEMENT	187.500	25.250	3,303.000	120.750
<b>COMPLAINTS</b>					
101 301 702.006	INVESTIGATIONS	105.000	7.000	1,982.250	93.500
101 301 702.007	COURT	0.000	2.000	92.250	28.000
<b>TRAINING</b>					
101 301 702.008	TRAINING	0.000	0.000	68.000	16.000
<b>LEAVE TIME</b>					
101 301 702.010	VACATION	260.500	0.000	1,032.000	0.000
101 301 702.011	HOLIDAY	144.000	0.000	788.000	0.000
101 301 702.012	PERSONAL LEAVE	44.000	0.000	373.500	0.000
101 301 702.013	FUNERAL LEAVE	0.000	0.000	67.000	0.000
<b>TRACK ADMINISTRATIVE</b>					
101 302 702.001	SUPERVISOR	18.500	0.000	185.000	1.500
101 302 702.002	CLERICAL	9.000	0.000	146.000	0.000
<b>TRACK PROTECTION</b>					
101 302 702.003	UNIFORMED	19.000	2.500	197.500	23.250
101 302 702.004	NON-UNIFORMED	0.000	0.000	1.000	0.000
<b>TRACK COMPLAINTS</b>					
101 302 702.006	INVESTIGATIONS	0.000	0.000	6.000	0.000
<b>SCHOOL PROTECTION</b>					
101 303 702.003	UNIFORMED	104.000	6.000	895.000	75.750
101 303 702.004	NON-UNIFORMED	0.000	0.000	2.500	0.000

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	0.000	0.000	434.000	15.500
SCHOOL TRAINING					
101 303 702.008	TRAINING	0.000	0.000	16.000	4.000
LEAVE TIME					
101 303 702.010	VACATION	48.000	0.000	67.000	0.000
101 303 702.011	HOLIDAY	32.000	0.000	32.000	0.000
101 303 702.012	PERSONAL LEAVE	16.000	0.000	16.000	0.000
ADMINISTRATION					
101 303 702.013	FUNERAL LEAVE	0.000	0.000	24.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	1.500	0.000	51.500	6.250
COMPLAINTS					
101 304 702.006	INVESTIGATION	0.000	0.000	0.250	0.000
TRAINING					
101 304 702.008	TRAINING	20.000	0.000	234.000	0.000
OTHER					
101 304 702.009	SPECIAL EVENTS	0.000	0.000	7.000	0.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	88.000	0.000	1,850.000	51.500
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	8.000	36.000	8.000	219.000
265 333 702.007	COURT	0.000	0.000	0.000	41.000
NON-PRODUCTIVE					
265 333 702.010	VACATION	64.000	0.000	160.000	0.000
265 333 702.011	HOLIDAY	24.000	0.000	104.000	0.000
265 333 702.012	PERSONAL	24.000	0.000	24.000	0.000
	TOTAL ALL HOURS	2,036.500	153.500	23,359.250	1,080.250

# SWARTZ CREEK POLICE DEPT

Total Function Count  
Month Ending: 12/31/2009

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	8	60
101 301 003.000	VERBAL WARNINGS	79	1590
101 301 004.000	WRITTEN WARNINGS	25	209
101 301 005.000	FELONY ARRESTS	0	43
101 301 006.000	MISDEMEANOR ARRESTS	11	244
101 301 007.000	CALLS RECEIVED	211	3248
101 301 008.000	TRAFF INJ ACCIDENTS	1	26
101 301 009.000	PROP DAMAG ACCIDENTS	19	120
101 301 010.000	SERVICE REQUESTS	0	74
101 301 011.000	MEETINGS	0	0
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	641	9758
101 301 014.000	DESK ASSIGNMENTS	121	2005
101 301 015.000	BUSINESS CHECKS	1565	14942
101 301 016.000	VACATION CHECKS	414	6363
101 301 017.000	SUSP PERS CHECKED	27	548
<b>TOTAL FUNCTIONS</b>		<b>3122</b>	<b>39230</b>
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	1
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	0
101 302 006.000	MISDEMEANOR ARRESTS	0	1
101 302 007.000	CALLS RECEIVED	5	118
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	7
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	32
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	2	6
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>7</b>	<b>165</b>
101 303 002.000	PARKING VIOLATIONS	0	1
101 303 003.000	VERBAL WARNINGS	1	3
101 303 004.000	WRITTEN WARNINGS	0	1
101 303 005.000	FELONY ARRESTS	0	4
101 303 006.000	MISDEMEANOR ARRESTS	2	28
101 303 007.000	CALLS RECEIVED	1	36
101 303 010.000	SERVICE REQUESTS	0	2
101 303 011.000	MEETINGS	12	156
101 303 012.000	CONFERENCES	0	1

<b>Account</b>	<b>Description</b>	<b>MTD Functions</b>	<b>YTD Functions</b>
101 303 013.000	INITIATED CALL	106	1333
101 303 014.000	DESK ASSIGNMENTS	1	4
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>123</b>	<b>1569</b>
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	1
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	0	14
101 304 006.000	MISDEMEANOR ARRESTS	1	13
101 304 007.000	CALLS RECEIVED	1	42
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	2	36
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	1
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	0	6
101 304 019.000	VEHICLE SEARCHES	1	46
101 304 020.000	NARCOTIC SEARCHES	2	16
101 304 021.000	CURRENCY SEIZED	0	2
101 304 022.000	FORFEITURES	0	1
101 304 023.000	POSITIVE TRACKS	1	16
101 304 024.000	NEGATIVE TRACKS	0	7
101 304 025.000	AGENCY ASSISTS	0	22
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
<b>TOTAL FUNCTIONS</b>		<b>8</b>	<b>224</b>
<b>TOTAL ALL FUNCTIONS</b>		<b>326</b>	<b>4188</b>

## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date
Traffic	All	12/01/2009	12/31/2009

Number	Name	Date	Location	Description	Officer	Fine
T-1144577		12/01/09	I-69 AT MILLER	Loud Exhaust/No Exhaust		
T-1144561		12/01/09	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1144519		12/03/09	I-69 WB NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144520		12/04/09	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1074796		12/06/09	BRISTOL NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1074797		12/06/09	MILLER NEAR WINSTON	EXCEEDED POSTED SPEED LIMIT		
T-1144532		12/06/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1144533		12/06/09	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144521		12/07/09	I-69 WB NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1144522		12/07/09	ELMS NEAR BRISTOL	NO TAIL/BRAKE LIGHTS		
T-1144534		12/07/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1144523-A		12/08/09	SEYMOUR NEAR MILLER	FAILURE TO DISPLAY PLACA		
T-1144523-B		12/08/09	SEYMOUR NEAR MILLER	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1144525		12/08/09	ELMS NEAR BRISTOL	FAIL TO SIGN REGISTRATION/NO		
T-1144524		12/08/09	ELMS NEAR BRISTOL	NO PROOF INSURANCE/POSSESE		
T-1144201-A		12/08/09	ELMS NEAR BRISTOL	EXCEED POSTED SPEED - TRUCK		
T-1144201		12/08/09	ELMS NEAR BRISTOL	FAIL TO SIGN REGISTRATION/NO		
T-1144202		12/08/09	ELMS NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144203		12/08/09	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1144204		12/08/09	MORRISH NEAR I-69	FAIL TO SIGN REGISTRATION/NO		
T-1144205		12/08/09	MORRISH NEAR I-69	Improper Parking		
T-8486		12/10/09	WINDSOR, 4457	VIOL HANDICAP PARKING		
T-1144206		12/11/09	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1144497-A		12/13/09	MILLER NEAR FIRST	SUSP/REVOKED/NEVER APPL.		
T-1144497-B		12/13/09	MILLER NEAR FIRST	NO WINDSHIELD		
T-1144535		12/14/09	DYE NEAR MILLER	DISREGARDED FLASHING RED		
T-1144538		12/14/09	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144498		12/15/09	MILLER NEAR RAUBINGER	SUSP/REVOKED/NEVER APPL.		
T-1012845		12/16/09	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/!		
T-1144579		12/16/09	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144578		12/16/09	MILLER NEAR MORRISH	SEAT BELT DRIVER/PASSENGER		
T-1144208-A		12/19/09	I-69 EXIT RAMP AT MILLER 002B	CARELESS DRIVING		
T-1144208-B		12/19/09	I-69 EXIT RAMP AT MILLER 002B	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1144208-C		12/19/09	I-69 EXIT RAMP AT MILLER 002B	NO PROOF INSURANCE/POSSESE		
T-1144207-A		12/19/09	I-69 EXIT RAMP AT MILLER 002B	NO OPS IN POSSESSION		
T-1144207-B		12/19/09	I-69 EXIT RAMP AT MILLER 002B	FAIL TO CHANGE ADDRESS		
T-1144562		12/20/09	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1144539-A		12/20/09	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144539-B		12/20/09	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144540		12/21/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1144563		12/21/09	MILLER AT FAIRCHILD	DISREGARDED TRAFFIC SIGNAL/!		
T-1144565-A		12/21/09	MORRISH AT MILLER	DISREGARDED TRAFFIC SIGNAL/!		
T-1144565-B		12/21/09	MORRISH AT MILLER	SUSP/REVOKED/NEVER APPL.		
T-1144566-A		12/22/09	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1144566-B		12/22/09	MILLER NEAR MORRISH	DISREGARDED TRAFFIC SIGNAL/!		
T-1144499		12/24/09	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		

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

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	12/01/2009	12/31/2009

Number	Name	Date	Location	Description	Officer	Fine
T-1144567		12/27/09	MILLER NEAR MAYA	EXCEEDED POSTED SPEED LIMIT		
T-1144568		12/27/09	MORRISH NEAR APPLECREEK	NO TAIL/BRAKE LIGHTS		
T-1144151		12/29/09	CAPPY LANE AT DRAGON DRIVE	CARELESS DRIVING		
T-1144541		12/29/09	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/!		
T-1144542		12/30/09	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
Tickets Total: 51		Charges Total: 51		Fines Total:		0.00

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	DEC 2008	DEC 2009	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	1
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	1
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	1
1200-0	ROBBERY	0	0	0
1300-1	NONAGGRAVATED ASSAULT	3	7	58
1300-2	AGGRAVATED/FELONIOUS ASSAULT	0	0	3
1300-3	INTIMIDATION/STALKING	1	0	17
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	1	2	21
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	2
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	2	3
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	1	0	0
2300-3	LARCENY - THEFT FROM BUILDING	3	1	28
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	2
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	1	0	42
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	1	4
2300-7	LARCENY - OTHER	0	0	31
2400-1	MOTOR VEHICLE THEFT	0	0	5
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	0	2
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	1	9
2600-2	FRAUD - CREDIT CARD/ATM	1	1	8
2600-3	FRAUD - IMPERSONATION	0	0	6
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	1
2600-6	FRAUD - BAD CHECKS	1	0	18
2700-0	EMBEZZLEMENT	0	0	1
2800-0	STOLEN PROPERTY	0	0	2

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	DEC 2008	DEC 2009	YR TO DATE
2900-0	DAMAGE TO PROPERTY	2	4	49
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	1
3000-2	RETAIL FRAUD - THEFT	0	0	4
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	0	4	24
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	1
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	1	2
3700-0	OBSCENITY	0	0	2
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	1
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	0	0	5
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	0	3
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	1	3	20
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	2
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	1
5200-3	WEAPONS OFFENSE - OTHER	0	0	2
5300-1	DISORDERLY CONDUCT	0	0	2
5300-2	PUBLIC PEACE - OTHER	0	0	6
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	3	2	20
5400-2	OUIL OR OUID	4	0	32
5400-3	DRIVING LAW VIOLATIONS	6	5	77
5500-0	HEALTH AND SAFETY	1	2	19
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	1

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	DEC 2008	DEC 2009	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	1
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	1
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	20	17	102
9300-2	NON-TRAFFIC PDA	3	1	54
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	1	0	5
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	6	3	62
9800-5	ALARMS	0	0	0
9800-6	CIVIL	3	2	16
9800-7	SUSPICIOUS SITUATION	1	0	28
9800-8	LOST AND FOUND PROPERTY	1	3	32
9800-9	OVERDOSE	0	0	9
9900-1	SUICIDE	0	2	5
9900-2	DOA - NATURAL	0	1	4
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	3	1	6
9900-9	GENERAL - NON CRIMINAL	2	2	54

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	DEC 2008	DEC 2009	YR TO DATE
Totals:		70	68	921

DATE: JANUARY 18, 2009  
TIME: 7:00 PM  
LOCATION: STATION 2  
SUBJECT: SWARTZ CREEK AREA FIREBOARD AGENDA



- I. CALL TO ORDER
  - A. PLEDGE OF ALLEGIANCE
  - B. ROLL CALL
  - C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
  - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:
  
- II. APPROVAL OF MINUTES
  - A. DECEMBER 21, 2009 MEETING:
  
- III. CORRESPONDENCE:
  - A. DECEMBER INCIDENT SUMMARY REPORT:
  
- IV. PROFESSIONAL SERVICE REPORTS:
  - A. DECEMBER FINANCIAL REPORT:
    - 1. 2009 budget line items adjustments list attached
  
  - B. DECEMBER BILLS LIST
  
- V. COMMITTEE REPORTS:
  - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:
    - The following documents are attached for review:*
      - 1. *The By Laws, revised, table of contents*
      - 2. *The By Laws, separated, with changes indicated.*
      - 3. *The Rules and Regulations, updated, table of contents*
      - 4. *The Rules and Regulations, separated, with the position of Sergeant included.*
  
  - B. HEALTH AND SAFETY COMMITTEE: Chairman Greg Childers (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)
  
  - C. PERSONNEL COMMITTEE: Chairman Ray Thornton, Richard Derby and David Hurt.
  
  - D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Richard Derby, Ray Thornton and Attorney Bill Cavanaugh.
    - Report from the meeting held on January 8, 2010
  
- VI. OLD BUSINESS:
  - A. APPARATUS UPDATE from Battalion Chief Jack King-
    - 1. Apparatus status report attached

- B. EXTRICATION EQUIPMENT ANNUAL MAINTENANCE: Chief Cole called an Amkus maintenance company in Ohio. He was informed that neighboring maintenance companies will not do business in another companies designated territory.

VII. NEW BUSINESS:

- A.
- B.
- C.
- D.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for December
- B. MEMBERS FOR PLACEMENT ON PROBATION: none
- C. MEMBERS ELIGIBLE TO COME OFF PROBATION: none
- D. MEMBERS RESIGNING/TERMINATING:
  - 1. Brian Sipes, assigned to station 1, effective December 31, 2009
- E. MEMBERS ELIGIBLE FOR REINSTATEMENT: none
- F. The flower fund balance is currently \$30.00.
- G. SOG copies showing the changes and a clean version for filing:
  - 1. 302, PPE (Personal Protective Equipment) Usage
  - 2. 306 BBP (Blood Borne Pathogens)
  - 3. 404 Probationary Firefighter Guidelines
  - 4. 411 Apparatus Driver Responsibilities
  - 5. 412 Pump Operator Responsibilities
  - 6. 413 Uniforms
  - 7. 417 Apparatus Driver Training and Pump Operations
  - 8. 422 Medical Tuition Reimbursement (being eliminate)
- H. Copy of the filed DBA with the Genesee County Clerk's Office
- I. SCAFD Organizational Chart as of 01/13/10
- J.

**NOTE: Due to the excessive paper associated with the above SOG's, the documents are available on line at the Fireboard Page on the SCAFD web site at <http://www.scafd.com/fireboard.html>**

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

# REGULAR MEETING

DECEMBER 21, 2009

## SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, December 21, 2009. Chairman, Mike Messer, called the meeting to order at 6:00p.m.

### **I. CALL TO ORDER:**

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL

#### Board Members Present:

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

#### Board Members Absent:

- City Representative, Ray Thornton

#### Staff Present:

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

#### Staff Absent:

#### Others Present:

- Jack King, Batt. Chief
- Karen Merriam, Firefighter
- Anthony Davis, Firefighter
- Kevin VanArsdale, Firefighter
- Joe Yambrick, Firefighter
- James Barr, II, Firefighter
- Richard Abrams, City of Swartz Creek
- Boots Abrams, City of Swartz Creek

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

- **Resolution 122109-01**  
Motion by Dave Hurt  
Second by Norvel Johnson

The SCAFD Board does hereby approve the agenda as presented.

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

### **D. SPECIAL PRESENTATION: NONE**

### **II. APPROVAL OF MINUTES**

#### **A. NOVEMBER 16, 2009 BOARD MEETING**

- **Resolution 122109-02**  
Motion by Dave Hurt  
Second by Rick Clolinger

The SCAFD Board does hereby approve the minutes of the November 16, 2009 board meeting, as presented.

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

### **III. CORRESPONDENCE:**

#### **A. NOVEMBER INCIDENT SUMMARY REPORT:**

- **Resolution 122109-03**  
Motion by Norvel Johnson  
Second by Rick Derby

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

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

### **IV. PROFESSIONAL SERVICE REPORTS:**

#### **A. NOVEMBER FINANCIAL STATEMENT:**

- **Resolution 122109-04**  
Motion by Greg Childers  
Second by Dave Hurt



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

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

**B. NOVEMBER BILLS LIST:**

- **Resolution 122109-05**  
Motion by Rick Derby  
Second by Norvel Johnson

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

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

**V. COMMITTEE REPORTS:**

- A. *BY-LAWS COMMITTEE MEETING: Twp approved Sergeant's job description*
- B. *HEALTH & SAFETY COMMITTEE: NONE*
- C. *PERSONNEL COMMITTEE: report from Chief Cole*
- D. *FIRE AGREEMENT COMPLIANCY COMMITTEE: report from Dave Hurt*

- **Resolution 122109-06**  
Motion by Dave Hurt  
Second by Rick Clolinger

The SCAFD Board does hereby direct staff to apply for a DBA

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

**VI. OLD BUSINESS**

- A. *APPARATUS UPDATE:*  
1. *Monthly report from Batt. Chief King*

**B. ANNUAL AUDIT QUOTES:**

- **Resolution 122109-07**  
Motion by Dave Hurt  
Second by Norvel Johnson

The SCAFD Board does hereby accept the auditing bid from Roy, Noye and Associates for the 2009 fiscal year, in the amount of \$2300.00.

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

**VII. NEW BUSINESS**

**A. ANNUAL AIR COMPRESSOR MAINTENANCE:**

- **Resolution 122109-08**  
Motion by Dave Hurt  
Second by Greg Childers

The SCAFD Board does hereby approve hiring Southeast Equipment to maintain the breathing air compressor for one year at a cost of \$930.00.

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

**B. EXTRICATION EQUIPMENT ANNUAL MAINTENANCE:**

- **Resolution 122109-09**  
Motion by Dave Hurt  
Second by Rick Clolinger

The SCAFD Board does hereby approve hiring LTM Fire Equipment Sales and Service to perform the annual maintenance on all Amkus tools and pumps for a cost of \$1,500.00.

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

**VIII. GENERAL INFORMATION**

- A. *MUNICIPAL BILLINGS*
- B. *NEW MEMBER(S) TO BE PLACED ON PROBATION: NONE*
- C. *MEMBER TO COME OFF PROBATION: NONE*
- D. *MEMBERS RESIGNING/TERMINATING: NONE*
- E. *MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE*
- F. *FLOWER FUND IS \$30*
- G. *SOG 426, 602, 603*
- H. *CHECK FROM BLUMERICH'S FOR SALE OF MOBILE AND PORTABLE RADIOS*
- I. *AIR SOURCE ONE BANKRUPTCY LETTER*

**IX. OPEN TO THE PUBLIC:**

Dick & Boots Abrams: Merry Christmas  
Prosperous New Year  
Thank you for service to fire department

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

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

**XII. COMMENTS OF THE FIREBOARD:**

Childers: Merry Christmas  
Good job on the fire agreement report  
Hurt: Merry Christmas  
Pleased with the sale of equipment, appreciates the effort  
Derby: Good job on the parade, thank you to personnel  
Merry Christmas and have a good New Year  
Johnson: Consumers Energy Invoice status? A vendor application form has been submitted  
Clolinger: Happy Holidays  
Messer: Have a safe and happy New Year

**XIII. ADJOURNMENT OF MEETING:**

Meeting adjourned at 6:40 p.m. The next regular meeting will be 01/18/10 at Station 2 at 7:00 pm

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

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 12/01/2009 through 12/31/2009

Printed: 01/13/2010

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec
Involved Name						Officer in Charge		
0000159-000 138 W State ST	12/04/2009	06:54	12 111 Mutual aid to Montrose		17 \$ 0	0.00	21.00	6:46:00
						PLUMB, DAVID J - CAPTAIN/EM	\$ 0	
0000160-000 5184 Darby ST	12/06/2009	01:56	12 111 Mutual Aid to Flint Twp		24 \$ 0	0.00	14.00	6:04:00
						COLE, BRENDT J - LIEUTENANT	\$ 0	
0000161-000 6484 Seymour RD	12/06/2009	20:22	12 611 AMA to Flushing, canceled		28 \$ 0	0.00	15.00	0:19:00
							\$ 0	
0000162-000 624 S Grand Traverse ST	12/08/2009	10:08	12 111 Mutual Aid to Flint City		18 \$ 0	0.00	12.00	4:37:00
						COLE, BRENDT J - LIEUTENANT	\$ 0	
0000163-000 Rear of 5264 Worchester DR MR Leo Strauss	12/09/2009	21:28	1 444 Power line down		20 \$ 0	0.00	10.00	0:44:00
						KING, JACK L - BATT CHIEF	\$ 0	
0000164-000 8390 Miller RD	12/13/2009	10:28	1 444 low hanging wires over Miller		15 \$ 0	0.00	11.00	1:08:00
						KING, JACK L - BATT CHIEF	\$ 0	
0000165-000 5351 Worchester DR MR Robert Long	12/14/2009	10:49	1 650 Steam mistaken for smoke	Bob	7 \$ 0	0.00	6.00	0:11:00
						MERRIAM, ERIC M - ASSISTANT	\$ 0	
0000166-000 11110 Mt. Morris RD	12/16/2009	16:54	12 111 AMA to Flushing; Pole Bldg		22 \$ 0	0.00	17.00	2:51:00
							\$ 0	
0000167-000 8197 W Miller RD	12/17/2009	00:32	1 652 Steam thought to be smoke		17 \$ 0	0.00	15.00	0:38:00
						KING, JACK L - BATT CHIEF	\$ 0	
0000168-000 Adjacent to 12131 Corunna RD MR Bruce Raymond	12/18/2009	08:00	2 142 Controled brush burn	MR Gary Dieck	14 \$ 0	0.00	17.00	0:35:00
						COLE, BRENT D - CHIEF	\$ 0	
0000169-000 4444 Windsor CT MS Tonty Jones	12/18/2009	12:15	1 113 Cooking fire, confined to container		14 \$ 0	0.00	7.00	0:30:00
						KING, JACK L - BATT CHIEF	\$ 0	
0000170-000 9124 Chelmsford DR MRS Kelli White-Joshua	12/21/2009	19:12	1 531 Oven smoking; AMA rec'd	MRS Kelli White-Joshua	22 \$ 0	0.00	11.00	0:44:00
						COLE, BRENT D - CHIEF	\$ 0	
0000171-000 5423 Miller RD MR Domic Genovesi	12/21/2009	22:36	1 114 Chimney fire, confined to flue		25 \$ 500	0.00	14.00	1:24:00
						COLE, BRENT D - CHIEF	\$ 0	

10

Incident Log for 12/01/2009 through 12/31/2009

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec	
Involved Name	Owner Name				Officer in Charge				
0000172-000 8294 S Beers RD	12/30/2009	18:34	12 611	AMA to Gaines Twp, canceled	\$ 0	16 0.00	13.00	0:41:00	
					\$ 0	\$ 0			
					COLE, BRENDT J - LIEUTENANT				
					Incidents by Shift Including Exposures				
	No. Resp.	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4
<b>Totals:</b>	259	27:12:00	\$ 500	\$ 0	0	5	6	3	0

The total number of incidents, including exposure fires is 14.

The number of exposure fires is 0.

5

SWARTZ CREEK AREA FIRE DEPARTMENT  
Income/Expense Report  
For the Twelve Months Ending December 31, 2009

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
<b>Revenues</b>						
3582	OPERATING CONTRIBU	12,155.75	258,916.47	251,860.00	(7,056.47)	(1.03)
3583	EQUIPMENT CONTRIBU	0.00	45,840.00	45,840.00	0.00	(1.00)
3628	MISC. INCOME (SUNDR	8.00	23.00	0.00	(23.00)	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	10.07	135.66	300.00	164.34	(0.45)
3673	SALE OF FIXED ASSETS	285.50	514.75	0.00	(514.75)	0.00
	<b>Total Revenues</b>	<b>12,459.32</b>	<b>305,429.88</b>	<b>298,000.00</b>	<b>(7,429.88)</b>	<b>(1.02)</b>
<b>Expenses</b>						
4703	SOCIAL SECURITY	1,691.94	12,749.45	12,749.45	0.00	1.00
4704	STAFF SALARIES	5,339.60	42,570.82	45,750.00	3,179.18	0.93
4705	MAIN/TRAIN-SALARIES	2,122.18	14,976.29	15,000.00	23.71	1.00
4706	OFFICER SALARIES	2,500.00	15,000.00	15,000.00	0.00	1.00
4707	FIREFIGHTERS SALARY	12,155.85	81,249.16	74,000.00	(7,249.16)	1.10
4708	DEFERRED COMPENSA	553.00	3,607.00	5,900.00	2,293.00	0.61
4709	MEDICAL-FIREFIGHTER	0.00	4,590.00	6,700.00	2,110.00	0.69
4727	OFFICE SUPPLIES	504.35	1,813.26	2,900.00	1,086.74	0.63
4728	BUILDING SUPPLIES	73.04	1,362.06	1,362.06	0.00	1.00
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	481.08	7,692.92	8,650.00	957.08	0.89
4801	CONTRACT SERVICES	906.00	4,198.18	7,700.00	3,501.82	0.55
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	232.02	3,054.84	4,200.00	1,145.16	0.73
4910	INSURANCE	0.00	26,235.00	27,981.01	1,746.01	0.94
4920	UTILITIES	2,442.51	13,123.52	17,000.00	3,876.48	0.77
4960	EDUCATION & TRAININ	364.70	3,151.83	7,060.00	3,908.17	0.45
4970	OFFICE EQUIPMENT	0.00	2,158.99	2,158.99	0.00	1.00
4976	FIRE EQUIPMENT	5,057.70	22,173.19	23,500.00	1,326.81	0.94
4978	FIRE EQUIP.-MAINT/REP	823.52	7,015.41	16,988.49	9,973.08	0.41
4979	FIRE EQUIPMENT-UPGR	0.00	244.96	1,750.00	1,505.04	0.14
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatu	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMEN	49.99	139.96	900.00	760.04	0.16
4988	COMPUTER SOFTWARE/	50.00	658.95	750.00	91.05	0.88
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	<b>Total Expenses</b>	<b>35,347.48</b>	<b>267,765.79</b>	<b>298,000.00</b>	<b>30,234.21</b>	<b>0.90</b>
	Net Income/<Loss>	(22,888.16)	37,664.09	0.00		
3400	FUND BALANCE-Beginni	0.00	28,182.61	0.00		
	Fund Balance-End of Year	(22,888.16)	65,846.70	0.00		

### 2009 Budget Adjustments

Action	Account	Description	Amount
From	4978	Fire Equipment Maint. & Repair	1711.51
To	4703	Social Security	1249.45
To	4728	Building Supplies	462.06
From	4910	Insurance	1918.99
To	4970	Office Equipment	1918.99

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

					31-Dec-09
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
12/7/2009	15275	CHASE BANK	\$2,555.61	22021	11/09 SOC. SEC.
12/7/2009	15276	CLAYTON TWP	\$40.51	4920	SEWER-STA 2
12/7/2009	15277	SCAFA	\$407.00	22024	ASSOC. DUES
			\$17.84	22025	ASSOC. PAGERS
12/7/2009	15278	FRIEND OF THE COURT	\$18.33	22026	FRIEND OF THE COURT
12/7/2009	15279	GIL ROYS	\$33.11	4741	EQUIPMENT SUPPLIES
12/7/2009	15280	ICMA	\$412.52	22023	DF COMP EE PORTION
		(INTERNL CITY/COUNTY MGT ASSOC.)	\$289.00	4708	DF COMP ER PORTION
12/7/2009	15281	PAYROLL	\$6,595.08	1002	PAYROLL-FF
12/7/2009	15282	STATE OF MICHIGAN	\$422.15	22022	11/09 STATE TAX
12/7/2009	15283	VALLEY PETROLEUM	\$32.43	4741	FUEL
12/7/2009	15284	WEST SHORE	\$57.50	4741	MINERAL OIL FOR AMKUS TOOLS
			\$9.92	4727	SHIPPING
12/14/2009	15285	CONSUMERS ENERGY	\$421.61	4920	UTILITIES-STA 2
12/14/2009	15286	ENGINEERED VICTORIES	\$76.63	4741	EQUIPMENT SUPPLIES
			\$94.56	4978	RADIATOR 41-26
12/14/2009	15287	FIRE SERVICE MGT	\$226.00	4978	FIRE GEAR REPAIR
			\$19.26	4727	SHIPPING
12/14/2009	15288	GENESEE CO ASSOC OF FIRE CHIEFS	\$245.00	4960	MEMBERSHIPS
12/14/2009	15289	ICMA	\$69.42	22023	DF COMP EE PORTION
12/14/2009	15290	PAYROLL	\$1,147.68	1002	PAYROLL-STAFF
12/14/2009	15291	PORATH STUDIO	\$66.00	4801	PERSONNEL PHOTOS
12/14/2009	15292	VISA	\$49.99	4984	FAN
			\$10.28	4728	PAPER PRODUCTS
			\$50.00	4988	SOFTWARE PURCHASE
			\$1,985.00	4976	PAGERS
			\$89.28	4727	SHIPPING/OFFICE SUPPLIES
			\$19.99	4741	TI CHARGER
12/21/2009	15293	CITY OF SWARTZ CREEK	\$739.37	4920	UTILITIES-STA 1
12/21/2009	15294	COMCAST	\$188.85	4850	PHONE/INTERNET-STA 1
12/21/2009	15295	DOUGLASS SAFETY	\$128.00	4976	BOOTS
			\$32.46	4978	GASKETS
			\$22.67	4727	SHIPPING
12/21/2009	15296	MI ASSOC OF FIRE CHIEFS	\$85.00	4960	MEMBERSHIPS
12/21/2009	15297	P&W PAGING	\$92.50	4978	PAGER/RADIO REPAIR
			\$10.50	4727	SHIPPING
12/21/2009	15298	PETTY CASH	\$13.73	4741	KEY TAGS
			\$31.96	4727	POSTAGE
12/21/2009	15299	POSTMASTER	\$35.20	4727	STAMPS
12/21/2009	15300	SALES & MRKTING OF MI	\$420.00	4976	GLOVES
			\$15.34	4727	SHIPPING
12/21/2009	15301	VALLEY PETROLEUM	\$69.39	4741	FUEL
12/28/2009	15302	BLUMERICHS	\$90.00	4978	PAGER/RADIO REPAIR
12/28/2009	15303	BILL CAVANAUGH	\$840.00	4801	ATTORNEY FEES 2009

7

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

12/28/2009	15304	CHARTER COMMUNICATIONS	\$43.17	4850	PHONE-STA 2
12/28/2009	15305	ICMA	\$69.42	22023	DF COMP EE PORTION
12/28/2009	15306	PAYROLL	\$1,101.04	1002	PAYROLL-STAFF
			(\$2,555.61)	22021	11/09 SOC SEC
			(\$422.15)	22022	11/09 STATE TAX
			\$2,695.43	22021	12/09 SOC SEC PAYABLE
			\$421.43	22022	12/09 STATE TAX PAYABLE
			\$771.29	4703	ACCRUE 12/09 PAYROLL
			\$1,018.65	4705	ACCRUE 12/09-PAYROLL
			\$1,250.00	4706	ACCRUE 12/09 PAYROLL
			\$7,166.33	4707	ACCRUE 12/09 PAYROLL
			\$264.00	4708	ACCRUE 12/09 PAYROLL
			\$648.11	4704	ACCRUE 12/09 PAYROLL
			\$81.02	4920	ACCRUE 12/09 SEWER-STA 2
			\$340.00	4976	ACCRUE FIRE EQUIPMENT
			\$27.95	4727	ACCRUE SHIPPING
			\$985.00	4976	ACCRUE DRESS UNIFORMS
			\$1,199.70	4976	ACCRUE PATCHES/BADGES/COLLAR BRASS
			\$178.30	4741	ACCRUE EQUIPMENT SUPPLIES
			\$242.27	4727	ACCRUE OFFICE SUPPLIES
			\$62.76	4728	ACCRUE BUILDING SUPPLIES
			\$34.70	4960	ACCRUE REHAB SUPPLIES/DEVELOPING
			\$288.00	4978	ACCRUE AED BATTERIES
			\$1,160.00	4920	ACCRUE UTILITIES
		TOTAL	\$35,347.48		
VOID CHECKS:					

AS OF: January 13, 2010  
TO: Swartz Creek Area Fireboard  
RECORDED BY: Fire Chief Brent Cole  
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service.
12	91 Pumper	Station 2	In service. <b>Jan. 2:</b> Taken to station 2 to replace E21 out of service status <b>Jan. 4:</b> Returned to station 1 in service. <b>Jan. 13:</b> BC King is investigating the need to replace the 6 year old batteries.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service. <b>Jan. 2:</b> Would not start to respond to incident 09-002. Battery was hot with the need to replace. Both batteries are 6 years old. Unit taken to station 1 and replaced with E12. <b>Jan. 4:</b> Tire inspection revealed a gash in the outside passenger rear tire. Scott Tire contacted to remove and repair. Batteries replaced. An analysis of the tire determined it needed to be replaced. Total cost \$481.36. Unit returned to service.
23	92 Tanker	Station 2	Out of service. <b>Jan. 4:</b> Taken to Front Line for cabinet repair. Expected date of return, January 18, 2010.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.

NOTE: Maintenance was performed on all Amkus Extrication Tools that are on Engines 11, 12 and 21 on January 12, 2010.



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

**INVOICE**

Invoice Number: 011310  
 Invoice Date: Jan 13, 2010  
 Page: 1

Duplicate

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

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

Ship to:

Customer ID	Customer PO	Payment Terms
CITY01		Due at end of Month
Sales Rep ID	Shipping Method	Ship Date
	Courier	1/31/10

Quantity	Item	Description	Unit Price	Amount
345.13	FIRE02	FIRE SERVICE 12/2008	12.82	4,423.79

Subtotal	4,423.79
Sales Tax	
Total Invoice Amount	4,423.79
Payment/Credit Applied	
<b>TOTAL</b>	<b>4,423.79</b>

Check/Credit Memo No:

4423.79

10

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

**INVOICE**

Invoice Number: 011311  
 Invoice Date: Jan 13, 2010  
 Page: 1

Duplicate

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

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

Ship to:

Customer ID	Customer PO	Payment Terms
CLAY01		Due at end of Month
Sales Rep ID	Shipping Method	Ship Date
	Courier	1/31/10

Quantity	Item	Description	Unit Price	Amount
213.63	FIRE02	FIRE SERVICE 12/2009	12.84	2,742.51

Subtotal	2,742.51
Sales Tax	
Total Invoice Amount	2,742.51
Payment/Credit Applied	
<b>TOTAL</b>	<b>2,742.51</b>

Check/Credit Memo No:

2742.51

BUSINESS REGISTRATION CERTIFICATE  
PERSONS CONDUCTING BUSINESS UNDER ASSUMED NAME

GENESEE COUNTY CLERK

FILING FEE \$10.00

THE UNDERSIGNED hereby certifies, under the provisions of P.A. No. 101, P.A. of MI, for the year 1907, as amended, that the following person (or persons) now owns, carries on, conducts or transacts, or intends to own, carry on, conduct, or transact, a business, or maintain an office or place of business, in the County of Genesee, State of Michigan, under the name, designation or style set forth below:

Name of Business: SWARTZ CREEK AREA FIRE DEPARTMENT

Address of Business (Street, City, St, Zip): 8100-B CIVIC DR. SWARTZ CREEK MI 48473  
Post Office Boxes are not allowed

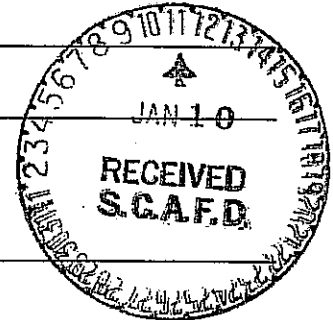
Located in the (check one)  City, \_\_\_ Township, \_\_\_ Village of: \_\_\_\_\_

The undersigned further certifies that the true or real full name and residential address (Post Office Boxes are not allowed) of the person(s) owning, conducting or transacting said business is:

NAME	RESIDENTIAL ADDRESS	CITY	STATE	ZIP
<u>BRENT COLE, FIRECHIEF</u>	<u>1411 HOUSTON DR.</u>	<u>SWARTZ CREEK</u>	<u>MI</u>	<u>48473</u>

SIGNATURES OF PERSONS CONDUCTING BUSINESS UNDER ASSUMED NAME

[Signature]  
BRENT COLE  
FIRECHIEF



STATE OF MICHIGAN  
COUNTY OF GENESEE

Subscribed and sworn to before me this 4<sup>th</sup> day of January  
A.D., 2010 by all the persons listed above.

(Notary Public Signature) [Signature]

(Printed Name) \_\_\_\_\_ Notary Public, Genesee County, Michigan. My Commission Expires: 7-24-2011

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF FILING WITH COUNTY CLERK

(Form below for use of County Clerk)

File Date: JANUARY 8, 2010

Expiration Date: JANUARY 8, 2015

STATE OF MICHIGAN  
COUNTY OF GENESEE

I, Michael J. Carr, Clerk of the County of Genesee and the Circuit Court thereof, do hereby certify that I have compared the foregoing copy of Business Registration Certificate with the original of record in my office, and that the same is a correct transcript therefrom, and of the whole of such original.

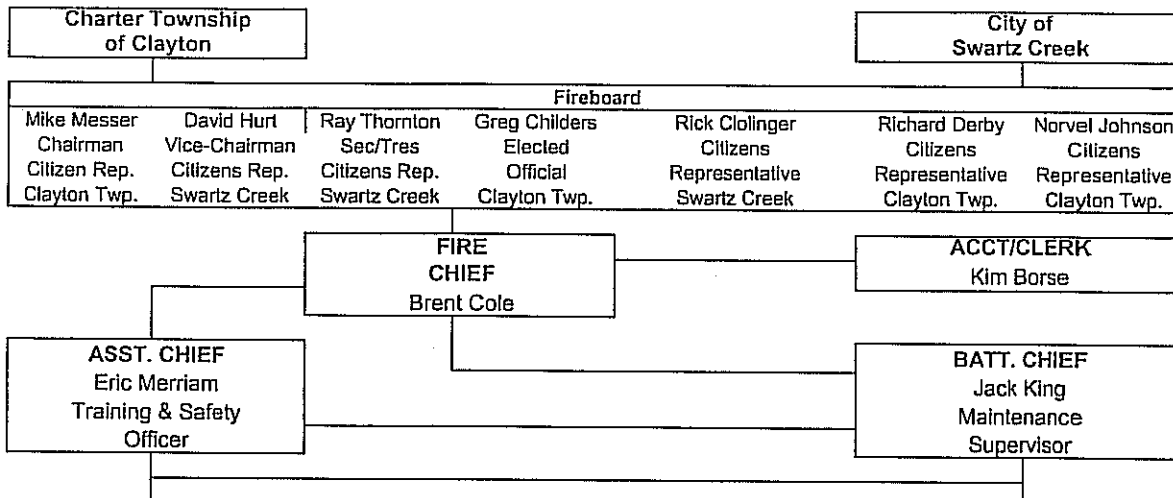
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Circuit Court, at the City of Flint on this: JAN 08 2010

MICHAEL J. CARR, GENESEE COUNTY CLERK By: [Signature]  
DEPUTY COUNTY CLERK

Mail this application, notarized with the \$10.00 money order to: Genesee County Clerk, Assumed Names, 900 S. Saginaw St, Flint, MI 48502.  
Payment by mail must be made by money order.

# Swartz Creek Area Fire Department

## Organization Chart



STATION 1				STATION 2			
Capt. Steve Tabit - Quarter Master				Capt. Dave Plumb - Asst. Qtrmstr, Coordinator, Run % Monitor			
Lt. Mike Treiger - Fire Prevention & Station 1 Assignments				Lt. Dave Jones - Vehicle Inspections & Station 2 Assignments			
Lt. Brent Cole - Medical & Rehab Supplies				Lt. Rich Tesner - Uniforms			
	Leave Expires	Dir. Res. Start	Off Prob.		Leave Expires	Dir. Res. Start	Off Prob.
FF Rod Armstrong	2/5/2010			FF James Barr II			
FF Greg Baker				FF Jarrad Brooks		07/16/07	
FF James Bowers				FF Anthony Davis		01/18/05	
FF Rick Castano				FF Lori McKerracher		05/31/01	
FF Tiffany Forbes				FF Tim McKnight			
<i>FF Daniel Hill</i>			06/15/09	FF Karen Merriam			
FF Jeffery Jarrad				FF Mark Merriam			
FF Jeffrey Kelley				<i>FF Ronald Miller</i>			06/15/09
FF Todd Kimbrue				FF Ann Samida			
<i>FF Dale Link</i>			09/21/10	FF Bill Samida			
FF Scott Martin				FF Steve Webster			
FF Walter Melen				FF Joe Yambrick	1/14/2010	7/20/09	
FF Brian Scott							
FF Kevin VanArsdale		04/15/04					
FF Bryan Wisluba							
FS Bob Plumb							
RO Valerie Dow							
On personal leave/Medical=		1		On personal leave/Medical=			1
Suspended=		0		Suspended=			0
Non-Probationary Total =		12		Non- Probationary =			10
Probationary Total =		2		Probationary =			1
Firefighter Subtotal =		15		Firefighter Subtotal =			12
Radio Operators =		1		Radio Operators =			0
Support =		1		Support =			0
Station Personnel Total =		17		Station Personnel Total =			12

(1) probation to be extended due to medical leave

Total Officers =	9
Total Firefighters=	27
Support	1
Radio Operators =	1
Total active =	38

*Name in italics* = probationary status

Font = Suspension

Font = Leave of absence or sick leave

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

Updated: 1/13/2010

Officers =	9
Active non-probationary =	22
Active probationary =	3
Active Radio Operators =	1
Support	1
Suspended=	0
Medical or extended leave =	2
Total dept. force =	38

12



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
WATER BUREAU

**2009 WATER SUPPLY CROSS CONNECTION REPORT**

Issued under authority of 1976 PA 399, as amended, and the Administrative Rules.

Failure to submit this form is a violation of the Act and may subject the water supply to enforcement penalties.

Administrative Rule R 325.11405 states in part that "a water utility shall report annually to the department on the status of the cross connection control program on a form provided by the department." Complete this form and return it to the appropriate Michigan Department of Environmental Quality (MDEQ) district office by March 31, 2010.

WSSN: 6505

- A. Name of water utility: City of Swartz Creek County: Genesee
- B. Year that the current written cross connection control program was approved by MDEQ: 2001
- C. Total number of industrial, commercial, institutional, residential, and governmental accounts that must be routinely reinspected for cross connections: 138  
Of this number,  
- How many are High Hazard accounts: 8 Frequency of Reinspection: Once per: 12 Mos.  
- How many are Low Hazard accounts: 130 Frequency of Reinspection: Once per: 60 Mos.
- D. Number of accounts from "C" above that received their initial inspection in 2009: 4
- E. Total number of reinspections required and completed in 2009 based on degree of hazard:  
- High hazard reinspections required: 8 High hazard reinspections completed: 7  
- Low hazard reinspections required: 26 Low hazard reinspections completed: 23
- F. Number of accounts where a cross connection(s) was found to exist during inspections or reinspections in 2009: 7
- G. Number of accounts from "F" above where corrective actions have been completed: 2
- H. Total number of accounts from "C" above which are now in compliance with the local cross connection control program;  $H = C - (F - G)$ : (see notes regarding calculation) 124
- I. Total number of backflow prevention devices in system requiring testing: 43
- J. Number of backflow prevention devices tested in 2009: 37

Narrative Description of Program

(Outline briefly any changes or significant findings since last reporting; use additional sheets if necessary.)

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 2009 Water Supply Cross Connection Report Notes

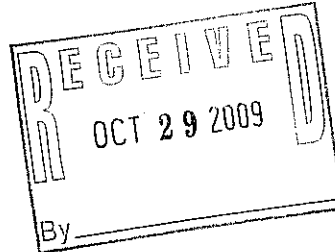
- Testable Backflow Prevention Assemblies
  - All testable assemblies are tested on an annual basis.
  - 37 of 43 assemblies were tested in 2009. All assemblies not tested are either in the notification process or are seasonal assemblies identified after the system was winterized and are scheduled for May 2010.
  - Test notices for lawn sprinkler system / seasonal assemblies are issued in May.
  
- Approximately 30 inspections will be completed in 2010.
  
- 138 total accounts:
  - All 138 accounts have been inspected.
  - 124 of 138 accounts inspected are in-compliance; the remaining 14 facilities are going through the notification process or are vacant buildings.
  - 9 vacant buildings have been identified. We have not been able to gain access to all of these facilities to verify compliance.
  
- All High Hazard Facilities were inspected in 2009.

**Corporate Headquarters**  
5700 Crooks Rd., Suite 100  
Troy, MI 48098  
800.690.6651 toll free  
248.250.5000 phone  
248.786.1788 fax

**Wisconsin Office**  
200 South Executive Dr., Suite 101  
Brookfield, WI 53005  
[www.hydrodesignsinc.com](http://www.hydrodesignsinc.com)

October 29, 2009

Tom Svrcek  
Director of Public Services  
City of Swartz Creek  
8083 Civic Center Drive  
Swartz Creek, MI 48473-1498



Dear Tom,

Based on your current Cross Connection Control (CCC) Program, we have prepared a program that will continue to meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

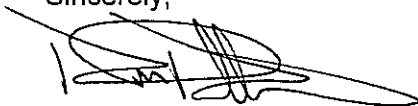
- ◆ Background
- ◆ Executive Summary
- ◆ Professional Services Agreement

This proposal is based upon completing a total of 33 initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis. These inspection numbers are based upon a total number of commercial/industrial connections estimated at 137. There are currently 7 high hazard facilities and 8 vacant facilities that have been identified. All 137 facilities have been initially inspected.

This proposal is based on a period of 12 months. High hazard facilities will be re-inspected on an annual basis with all the remaining low hazard facilities being inspected on a five-year re-inspection frequency. HDI has assessed the degree of hazard of each facility and determined the re-inspection frequency during the initial inspection of each facility.

If you have any questions please feel free to contact me at 248.250.5022 or via email at [ppatterson@hydrodesignsinc.com](mailto:ppatterson@hydrodesignsinc.com). We look forward to working with you and the City of Swartz Creek again on this project.

Sincerely,



Paul M. Patterson  
Director of Operations  
Hydro Designs, Inc.

---

# Proposal

October 29, 2009

Tom Svrcek  
Director of Public Services  
City of Swartz Creek  
8083 Civic Center Drive  
Swartz Creek, MI 48473-1498

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## Hydro Designs, Inc. Background

Executive Summary	1
Professional Service Agreement	2 - 9

“Our Goal is Cost Effective Compliance”

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# **We Keep Drinking Water Safe.....”**

**Hydro Designs, Inc. (HDI) is a consulting firm that has developed a unique niche in the maintenance of drinking water quality and protection from backflow which is the core of our business.**

**Over the past 25 years our employees have established highly efficient procedures for inspecting, reporting, and maintaining water and other distribution systems.**

**Our corporate mission is:**

**“We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to water and other distribution systems. Our goal is cost effective compliance.”**



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# Executive Summary

## Program Recommendations

Based on your current program, HDI will provide the following services to the City of Swartz Creek. This project is a continued effort for an on going compliant Cross-Connection Control Program and will provide the City of Swartz Creek with the necessary data and information to keep your community in compliance with the State of Michigan Department of Environmental Quality (MDEQ) – Water Bureau regulations. Once this project has been approved and accepted by the City of Swartz Creek and HDI, you may expect completion of the following elements within a one – (1) year period. The components of the project include:

1. Conduct a Project Review Program meeting for the City of Swartz Creek Cross Connection Control Program to review program procedures and protocol.
2. Perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City of Swartz Creek served by the public water supply for cross-connections. Inspections will be conducted in accordance with the State of Michigan Department of Environmental Quality – Water Bureau Cross Connection Control regulations.
3. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
4. Submit comprehensive management reports on a quarterly basis.
5. Conduct an annual review meeting to discuss overall program status and recommendations.
6. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
7. Prepare the annual State of Michigan, MDEQ Water Bureau Cross Connection Report.
8. Continue to assist the City of Swartz Creek with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
9. Provide ongoing support via phone, fax, internet or email.

The above services will be provided for:

<b>Monthly Amount: \$375.00</b>	<b>Annual Amount: \$4,500.00</b>	<b>Contract: \$4,500.00</b>
---------------------------------	----------------------------------	-----------------------------

Contract Amount is based upon a 12-month period. HDI will invoice in 12 equal amounts of \$375.00.

# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ (insert date) by and between the City of City of Swartz Creek, organized and existing under the laws of the State of Michigan, referred to as "Utility," and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW.** HDI will review for the Utility Cross Connection Control Program. Items for review include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures

- 2.2 INSPECTIONS.** HDI will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality– Water Bureau Cross Connection Control Rules.
- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned to facility. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
  - *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
  - *Re-Inspection* – Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).
- 2.3 INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.
- 2.4 PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:
- Prioritizing and scheduling of inspections
  - Notify users of inspections, backflow device installation and testing requirements
  - Monitor inspection and testing compliance
  - Maintenance of program to comply with all MDEQ regulations
- 2.5 MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:
- Report format to include electronic updates and/or hard copy
  - Electronic reports will be available in a downloadable format
  - Number of facilities inspected
  - Number of facilities compliant/non-compliant
- 2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:
- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
  - Re-inspection frequency for all facilities.
  - Backflow prevention assembly testing requirements.
- 2.7 VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.

**2.9 SUPPORT.** HDI will provide ongoing support via phone, fax, internet or email for the contract period.

**2.10 FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users

**Complex Facilities.** The primary responsibility of the water utility through the State of Michigan Cross-Connection Rules is to protect the public water supply distribution against the entrance of contaminants and/or pollutants. When the water utility is faced with a facility, (i.e., complex piping or potentially hazardous systems) whose internal piping system is difficult or to complex to follow or is subject to frequent unauthorized changes, service line protection or "containment" of the premises should be required. It is the responsibility of the owner of the property to provide adequate protection of the internal plumbing system from cross connections.

**2.11 INSPECTION TERMS.** HDI will perform 33 total inspections over a one – (1) year contract period. The total inspections include all Initial inspections, compliance and re-inspections.

**2.12 COMPLIANCE WITH STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND MICHIGAN ADMINISTRATIVE CODE.** HDI will assist in compliance with MDEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.

**2.13 POLICY MANUAL.** HDI will review the comprehensive cross connection control policy manual/plan.

**2.14 INVENTORY.** HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.

**2.15 DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.

**2.16 ANNUAL YEAR END REVIEW.** HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

**2.17 CROSS CONNECTION CONTROL BROCHURES.** HDI will provide approximately 165 cross-connection control educational brochures annually.

**2.18 INSURANCE.** HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HDI a complete updated list of facilities to be inspected. Information to include facility name, address, contact person, and phone number, (if available).
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

## ARTICLE IV. Term

- 4.1 TERM AND TERMINATION TERM.** Services by HDI under this Agreement shall commence on \_\_\_\_\_ (Date) and end one – (1) year from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement, HDI will continue to provide services as specified in this Agreement and the Agreement will automatically continue on a month-to-month basis at the same monthly contract dollar amount unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.
- 4.3 TERMINATION.** The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
- 4.4 BASE COMPENSATION.** From (date)\_\_\_\_\_, the Utility shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of \$375.00 per month, \$4,500.00 annually.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or modification of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.
- 4.7 CLIENT CONFIDENTIALITY.** All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of the Freedom of Information Act.
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- 4.9 CONFINED SPACES –** HDI personnel will not enter into confined spaces.

## ARTICLE V. Risk Management

**5.1 INFORMATION.** Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping, complete accurate data is not always available.

**5.2 INDEMNIFICATION.** HDI agrees to and shall hold the City, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. The City agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the City. In the event that both HDI and the City are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HDI's liability to the City for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HDI shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

**5.3 HDI INSURANCE.** HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.

**5.5 RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

**5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

- 5.8 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 **REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.
- 5.11 **FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.12 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.13 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Oakland County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.
- 5.14 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.



**5.15 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.  
C/o John Hudak  
5700 Crooks Road, Ste. 100  
Troy, MI 48098  
(248) 250-5005  
(248) 789-1789 fax

If to City:

Tom Svrcek  
Director of Public Services  
City of Swartz Creek  
8083 Civic Center Drive  
Swartz Creek, MI 48473-1498

**5.16 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**City of Swartz Creek**

\_\_\_\_\_  
By: Tom Svrcek  
Its: Director of Public Services

**Hydro-Designs, Inc.**

\_\_\_\_\_  
By: John Hudak  
Its: President/COO

<b>Monthly Amount: \$375.00</b>	<b>Annual Amount: \$4,500.00</b>	<b>Contract: \$4,500.00</b>
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Contract Amount is based upon a 12-month period. HDI will invoice in 12 equal amounts of \$375.00.

Corporate Headquarters  
5700 Crooks Rd., Suite 100  
Troy, MI 48098  
800.690.6651 toll free  
248.250.5000 phone  
248.786.1788 fax

Wisconsin Office  
200 South Executive Dr., Suite 101  
Brookfield, WI 53005  
www.hydrodesignsinc.com

November 12, 2008

Tom Svrcek  
Director of Public Services  
City of Swartz Creek  
8083 Civic Center Drive  
Swartz Creek, MI 48473-1498

Dear Tom,

Based on your current Cross Connection Control (CCC) Program, we have prepared a program that will continue to meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this presentation has been divided into four sections. They include:

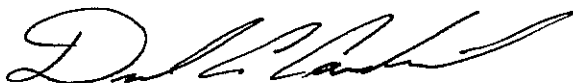
- ◆ Background
- ◆ Executive Summary
- ◆ Staff Capabilities
- ◆ Professional Services Agreement

This proposal is based upon completing a total of 31 initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis. These inspection numbers are based upon a total number of commercial/industrial connections estimated at 134. There are currently 6 high hazard facilities and 7 vacant facilities that have been identified. All 134 facilities have been initially inspected.

This proposal is based on a period of 12 months. High hazard facilities will be re-inspected on an annual basis with all the remaining low hazard facilities being inspected on a five-year re-inspection frequency. HDI has assessed the degree of hazard of each facility and determined the re-inspection frequency during the initial inspection of each facility.

If you have any questions please feel free to contact me at 248.250.5016 or via email at [\*\*dcardinal@hydrodesignsinc.com\*\*](mailto:dcardinal@hydrodesignsinc.com). We look forward to working with you and the City of Swartz Creek again on this project.

Sincerely,



David C. Cardinal  
Director of Operations, Municipal Division  
Hydro Designs, Inc.

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# Proposal

November 12, 2008

Tom Svrcek  
Director of Public Services  
City of Swartz Creek  
8083 Civic Center Drive  
Swartz Creek, MI 48473-1498

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## Hydro Designs, Inc. Background

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Executive Summary

1

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Professional Service Agreement

2 - 10

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“Our Goal is Cost Effective Compliance”

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# **We Keep Drinking Water Safe.....”**

**Hydro Designs, Inc. (HDI) is a consulting firm that has developed a unique niche in the maintenance of drinking water quality and protection from backflow which is the core of our business.**

**Over the past 25 years our employees have established highly efficient procedures for inspecting, reporting, and maintaining water and other distribution systems.**

**Our corporate mission is:**

**“We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to water and other distribution systems. Our goal is cost effective compliance.”**

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# Executive Summary

## Program Recommendations

Based on your current program, HDI will provide the following services to the City of Swartz Creek. This project is a continued effort for an on going compliant Cross-Connection Control Program and will provide the City of Swartz Creek with the necessary data and information to keep your community in compliance with the State of Michigan Department of Environmental Quality (MDEQ) – Water Bureau regulations. Once this project has been approved and accepted by the City of Swartz Creek and HDI, you may expect completion of the following elements within a 1 year period. The components of the project include:

1. Conduct a Project Review Program meeting for the City of Swartz Creek Cross Connection Control Program to review program procedures and protocol.
2. Perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City of Swartz Creek served by the public water supply for cross-connections. Inspections will be conducted in accordance with the State of Michigan Department of Environmental Quality – Water Bureau Cross Connection Control regulations.
3. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
4. Submit comprehensive management reports on a quarterly basis.
5. Conduct an annual review meeting to discuss overall program status and recommendations.
6. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
7. Prepare the annual State of Michigan, MDEQ Water Bureau Cross Connection Report.
8. Continue to assist the City of Swartz Creek with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
9. Provide ongoing support via phone, fax, internet or email.

The above services will be provided for:

<b>Monthly Amount: \$375.00</b>	<b>Annual Amount: \$4,500.00</b>	<b>Contract: \$4,500.00</b>
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Contract Amount is based upon a 12-month period. HDI will invoice in 12 equal amounts of \$375.00.

# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ (insert date) by and between the City of Swartz Creek, organized and existing under the laws of the State of Michigan, referred to as "Utility," and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW MEETING.** HDI will conduct a Program Review Meeting for the Utility Cross Connection Control Program. Items for discussion include the following:

- Review state & local regulations
- Review wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Prioritize Inspections
- Review procedures and protocol for addressing specific hazards
- Review program reporting procedures
- Review educational and public awareness brochures
- Obtain updated facility listing and address information
- Establish facility inspection schedule
- Review high hazard and large industrial facility inspection/containment procedures

2.2 **INSPECTIONS.** HDI will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Department of Environmental Quality– Water Bureau Cross Connection Control Rules.

- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned to facility. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by an HDI representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).

2.3 **INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 **PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.10) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI. Data Services to include:

- Prioritizing and scheduling of inspections
- Notify users of inspections, backflow device installation and testing requirements
- Monitor inspection and testing compliance
- Maintenance of program to comply with all MDEQ regulations

2.5 **MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a quarterly & annual basis to the Utility, which will include the following:

- Report format to include electronic updates and/or hard copy
- Electronic reports will be available in a downloadable format
- Number of facilities inspected
- Number of facilities compliant/non-compliant

2.6 **REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and cross-connection control plan. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Re-inspection frequency for all facilities.
- Backflow prevention assembly testing requirements.

- 2.7 **VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- 2.9 **SUPPORT.** HDI will provide ongoing support via phone, fax, internet or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users

**Complex Facilities.** It is possible that HDI may, during its inspections of such facilities, discover a facility, which, for reasons of process requirements, size or operational constraints, it is not able to perform a complete inspection. In those circumstances, HDI shall coordinate with the facility and the Utility an additional process whereby the facility can be fully inspected and gain cross-connection control compliance. Such additional inspection process may include an alternative HDI inspection or an independent inspection/survey of the facility completed by the facility's contractor.

- 2.11 **INSPECTION TERMS.** HDI will perform 31 total inspections over a 1-year contract period. The total inspections include all Initial inspections, compliance and re-inspections.
- 2.12 **COMPLIANCE WITH STATE OF MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND MICHIGAN ADMINISTRATIVE CODE.** HDI will assist in compliance with MDEQ and Michigan Administrative Code cross connection control program requirements for all commercial, industrial, institutional and public authority facilities.
- 2.13 **POLICY MANUAL.** HDI will review the comprehensive cross connection control policy manual/plan.
- 2.14 **INVENTORY.** HDI shall inventory all accessible (ground level) backflow prevention assemblies and devices. Information for testable assemblies to include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HDI will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HDI will provide approximately 31 cross-connection control educational brochures annually.
- 2.18 **INSURANCE.** HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 **UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 **COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 **NOTICE OF LITIGATION.** In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 **FACILITY LISTING.** The Utility must provide HDI a complete updated list of facilities to be inspected. Information to include facility name, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 **LETTERHEAD/LOGO.** The Utility will provide HDI with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

## ARTICLE IV. Term

- 4.1 **TERM AND TERMINATION TERM.** Services by HDI under this Agreement shall commence on \_\_\_\_\_ (Date) and end 1 year from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90-day period shall deem the proposed terms void.
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- 4.3 **TERMINATION.** The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
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**5.3 HDI INSURANCE.** HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
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**5.5 RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

**5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

**5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

**5.10 REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.

**5.11 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

**5.12 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has power authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

**5.13 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by Oakland County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.14 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.15 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.  
C/o John Hudak  
5700 Crooks Road, Ste. 100  
Troy, MI 48098  
(248) 250-5005  
(248) 789-1789 fax

If to City:

Thomas Svrcek  
Director Public Services  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

5.16 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**City of Swartz Creek**

---

By: Tom Svrcek  
Its: Director of Public Services

**Hydro-Designs, Inc.**

---

By: John Hudak  
Its: President/COO

**DEDICATION AND ACCEPTANCE AGREEMENT**  
**between**  
**THE CITY OF SWARTZ CREEK**  
**and**  
**SWARTZ CREEK AREA VETERANS MEMORIAL COMMITTEE**

---

**THIS AGREEMENT** is made this 25 day of January, 2010, between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (the "City"), and the Swartz Creek Area Veterans Memorial Committee, a Michigan non-profit corporation, with principal offices at 6353 West Bristol Road, Swartz Creek, Michigan 48473 ("Memorial Committee").

**WHEREAS**, the Memorial Committee is a Michigan nonprofit corporation organized solely for the purpose of designing, raising money and building a memorial to all veterans, living and dead, in all American conflicts; and

**WHEREAS**, the Memorial Committee is recognized by the Internal Revenue Service as a charitable organization pursuant to section 501(c)(3) of the Internal Revenue Code; and

**WHEREAS**, the City owns certain property which is leased to the Memorial Committee for use as a Veterans Memorial Park ("Park") on which property the Memorial Committee constructed a Veterans Memorial Monument consisting of three of five total statues, marble, granite, landscaping, paving, and other improvements (collectively, the "Memorial"); and

**WHEREAS**, it is the intent of the Memorial Committee to dedicate the Memorial to the City for the benefit of the City and its citizens; and

**WHEREAS**, it is the further intent of the Memorial Committee to continue its existence and to raise funds for the care and maintenance of the Memorial; and

**WHEREAS**, the City is willing to accept the dedication of the Memorial and assume ownership of same if the Memorial Committee will continue its existence and serve as a supporting organization for the Memorial;

**NOW, THEREFORE**, the City and the Memorial Committee, acting by and through their duly authorized agents, hereby agree as follows:

**1. DEDICATION OF MEMORIAL.**

The Memorial Committee hereby dedicates the Memorial to the public and the City hereby accepts said dedication and assumes ownership of the Memorial on behalf of the public.

**2. ACCEPTANCE OF DEDICATION.**

The City hereby accepts the dedication of the Memorial on behalf of the public and will exercise ownership of the Memorial which will be insured as property of the City under the City's insurance policies.

**3. VETERANS MEMORIAL PARK.**

That land owned by the City and formerly leased to the Memorial Committee for construction and placement of the Memorial and legally described as follows:

*Part of Lots 1 and 45, according to the recorded plat of "Supervisor's Plat of Swartz Creek", Genesee County, Michigan records, described as follows: Beginning at a point which is N 88°45' E, along the South line of Lot 45, a distance of 131.57 feet and N 03°09' W 280.25 feet from the Northwest corner of Lot 46 of said plat; thence S 86°51' W 205.09 feet to the East Line of Fortino Drive; thence N 22°21' E, along said street line, 127.81 feet; thence continuing along the South line of Fortino Drive, N 89°09'30" E 150.19 feet; thence S 03°09' E 109.31 feet to the place of beginning, containing 0.46 acres of land, more or less.*

shall continue to be designated as Veterans Memorial Park.

**4. TERMINATION OF LEASE.**

That lease entered into between the City and the Memorial Committee for the land constituting Veterans Memorial Park is hereby terminated, but the City shall continue the designation of said area as Veterans Memorial Park as provided in paragraph 2, above.

**5. MEMORIAL COMMITTEE'S CONTINUED EXISTENCE; SUPPORTING ORGANIZATION.**

The Memorial Committee shall continue its existence in compliance with state and federal law and shall maintain its status as a 501(c)(3) organization, and shall serve as a supporting organization for the Memorial and Veterans Memorial Park. To that end the Memorial Committee will raise funds for the continued addition to and improvement of the Memorial and Veterans Memorial Park, except that no additions or improvements to the Memorial and/or Veterans Memorial Park shall be made without the written permission of the City.

**6. FUNDS, COLLECTION, USE OF.**

The City may serve as a collection or drop-off point for donations towards memorial statutes and other related items the committee is fundraising for. Funds donated for this purpose shall be accounted for within the City's accounting system and



then periodically transferred to the Veterans Memorial Committee. Any funds delivered to the City by the Memorial Committee pursuant to paragraph 5, above, shall be used by the City solely for the care and maintenance of the Memorial and the Veterans Memorial Park. The City may, at its sole discretion, request to review the financial books of the committee.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease on the day and year first above written.

**CITY OF SWARTZ CREEK**

**SWARTZ CREEK AREA VETERANS  
MEMORIAL COMMITTEE**

By: \_\_\_\_\_  
Richard B. Abrams, Mayor

By: \_\_\_\_\_  
Richard Henry, Resident Agent

By: \_\_\_\_\_  
Juanita Aguilar, City Clerk

Approved as to Form  
Richard J. Figura, City Attorney

**MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL**  
**Property Endorsement Schedule for the City of Swartz Creek**  
**as of 10/1/2009**

City Of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, MI 48473

Policy #: MML001107823  
Effective From: 7/1/2009 to 7/1/2010

Michigan Municipal League Liability  
and Property Pool  
PO Box 2054  
Southfield, MI 48037-2054

STATUS	LIMITS	DEDUCTIBLE	VALUATION
--------	--------	------------	-----------

Location #16: Veterans Park, Swartz Creek, MI 48473

Building 1 - Statues, Monuments, Benches

Add	Property In The Open	\$400,000	\$1,000	Replacement Cost
-----	----------------------	-----------	---------	------------------

This Endorsement Changes your Total Policy Property Limit to: \$7,604,879

**This is a Non-Premium Bearing Endorsement.**

All other Terms and Conditions remain the same.

# Infinite Solutions

6435 Beecher Rd  
Flint, MI 48532  
(810) 577-4999

January 23, 2010

City of Swartz Creek  
8083 Civic Dr  
Swartz Creek, MI 48473

Dear Juanita:

Included with this letter you will find (2) spreadsheets detailing the hardware costs pertaining to the upgrades you requested for the city to become compliant with the hardware specifications set forth by BS&A software to upgrade to their DOT-NET version of associated software. After speaking with the engineers at BS&A it was determined that (1) server would be sufficient for the city due to the minimal size of its work force.

In addition to the aforementioned, all of the printers you mentioned should have no problem with the DOT-NET version.

Infinite Solutions is prepared to move forward with this upgrade immediately and will perform all work that was discussed in our meeting last week pertaining to the BS&A upgrade for a reduced fee of \$5,000.00 or the city may opt to pay the agreed upon hourly rate of \$75.00 per hour for said services.

Sincerely,

Don Korth  
Owner/Operator

Infinite Solutions  
 6435 Beecher Rd  
 Flint, MI 48532  
 Phone (810) 577-4999

Invoice No. **2010-0001**

# INVOICE

**Customer**

Name City of Swartz Creek  
 Address 8083 Civic Drive  
 City Swartz Creek State MI ZIP 48473  
 Phone (810) 635-4464

**Misc**

Date 1/12/2010  
 Order No. 10-0001  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Price	TOTAL
1	1GB DDR2-400 PC2-3200 Memory for Deanna Korth Dimension 4700	\$ 26.00	\$ 26.00
1	1GB DDR2-400 PC2-3200 Memory for Mary Jo Dimension 4700	\$ 26.00	\$ 26.00
1	1GB DDR2-400 PC2-3200 Memory for DPW PC Dimension 4700	\$ 26.00	\$ 26.00
2	1GB DDR2-400 PC2-3200 Memory for Connie Eskew Dimension 4700	\$ 26.00	\$ 52.00
1	1GB DDR2-400 PC2-3200 Memory for Juanita Aguilar Dimension 4700	\$ 26.00	\$ 26.00
2	1GB DDR2-667 PC2-5300 Memory for Paul Bueche Optiplex 745	\$ 26.00	\$ 52.00
2	1GB DDR2-667 PC2-5300 Memory for Adam Zettel Optiplex 745	\$ 26.00	\$ 52.00
2	1GB DDR2-533 PC2-4200 Memory for Dorothy Dimension E521	\$ 26.00	\$ 52.00
1	1GB DDR2-800 PC2-6400 Memory for Sue Arvoy Vostro 200	\$ 26.00	\$ 26.00
2	1GB DDR2-533 PC2-4200 Memory for Heather Dimension E520	\$ 26.00	\$ 52.00
1	1GB DDR PC2700 333 Memory for Rick Cloinger Dimension 3000	\$ 39.00	\$ 39.00
1	1GB DDR PC2700 333 Memory for Amy Nichols Dimension 3000	\$ 39.00	\$ 39.00

SubTotal	\$ 468.00
Shipping	\$ 25.00
<b>TOTAL</b>	<b>\$ 493.00</b>

**Payment**

Select One...

Comments \_\_\_\_\_  
 Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Tax Rate(s)


Office Use Only

*This Estimate is for Hardware Costs Only for Memory Upgrades at the City of Swartz Creek MI*

We appreciate your business

Infinite Solutions  
 6435 Beecher Rd  
 Flint, MI 48532  
 Phone (810) 577-4999

Invoice No. **2010-0002**

**INVOICE**

**Customer**

Name City of Swartz Creek  
 Address 8083 Civic Drive  
 City Swartz Creek State MI ZIP 48473  
 Phone (810) 635-4464

**Misc**

Date 1/12/2010  
 Order No. 10-0002  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Price	TOTAL
1	Cybertron Imperium XV1041 1U Rackmount Server no OS Intel Xeon X3220 2.40GHz Quad Core Processor 4GB DDR2 667 RAM (2) 500 GB SATA2 Drives in RAID1 ARRAY	\$ 1,275.00	\$ 1,275.00

SubTotal	\$ 1,275.00
Shipping	\$ 45.00
<b>TOTAL</b>	<b>\$ 1,320.00</b>

**Payment**

Select One...

Comments \_\_\_\_\_  
 Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Tax Rate(s)

Office Use Only

*This Estimate is for Hardware Costs Only for Server Upgrade at the City of Swartz Creek MI*

We appreciate your business

# .NET Framework

From Wikipedia, the free encyclopedia

The **Microsoft .NET Framework** is a software framework that can be installed on computers running Microsoft Windows operating systems. It includes a large library of coded solutions to common programming problems and a virtual machine that manages the execution of programs written specifically for the framework. The .NET Framework is a Microsoft offering and is intended to be used by most new applications created for the Windows platform.

The framework's Base Class Library provides a large range of features including user interface, data access, database connectivity, cryptography, web application development, numeric algorithms, and network communications. The class library is used by programmers, who combine it with their own code to produce applications.

Programs written for the .NET Framework execute in a software environment that manages the program's runtime requirements. Also part of the .NET Framework, this runtime environment is known as the Common Language Runtime (CLR). The CLR provides the appearance of an application virtual machine so that programmers need not consider the capabilities of the specific CPU that will execute the program. The CLR also provides other important services such as security, memory management, and exception handling. The class library and the CLR together constitute the .NET Framework.

Version 3.0 of the .NET Framework is included with Windows Server 2008, Windows Vista, and Windows 7. The current stable version of the framework, which is 3.5, can also be installed on Windows XP and the Windows Server 2003 family of operating systems.<sup>[2]</sup> Version 4 of the framework was released as a public Beta on 20 May 2009.<sup>[3]</sup>

The .NET Framework family also includes two versions for mobile or embedded device use. A reduced version of the framework, the .NET Compact Framework, is available on Windows CE platforms, including Windows Mobile devices such as smartphones. Additionally, the .NET Micro Framework is targeted at severely resource constrained devices.

## .NET Framework



<b>Developer(s)</b>	Microsoft
<b>Stable release</b>	3.5.30729.1 (3.5 SP1) / 2008-08-11
<b>Preview release</b>	4.0.21006.1 (4 Beta 2) / 2009-10-19
<b>Operating system</b>	Windows NT 4.0, Windows 98 and above
<b>Type</b>	Software framework
<b>License</b>	MS-EULA, BCL under Microsoft Reference License <sup>[1]</sup>
<b>Website</b>	<a href="http://msdn.microsoft.com/netframework">msdn.microsoft.com/netframework</a>

## Contents

- 1 Principal design features
- 2 Architecture
  - 2.1 Common Language Infrastructure (CLI)
  - 2.2 Assemblies
  - 2.3 Metadata

- 2.4 Security
- 2.5 Class library
- 2.6 Memory management
- 3 Standardization and licensing
- 4 Versions
  - 4.1 .NET Framework 1.0
  - 4.2 .NET Framework 1.1
    - 4.2.1 Changes in 1.1 on comparison with 1.0
  - 4.3 .NET Framework 2.0
    - 4.3.1 Changes in 2.0 in comparison with 1.1
  - 4.4 .NET Framework 3.0
  - 4.5 .NET Framework 3.5
    - 4.5.1 Changes since version 3.0
    - 4.5.2 Service Pack 1
    - 4.5.3 .NET Framework 3.5 SP1 Client Profile
  - 4.6 .NET Framework 4
- 5 .NET vs. Java and Java EE
- 6 Criticism
- 7 Alternative implementations
- 8 See also
- 9 References
- 10 External links

## Principal design features

### Interoperability

Because interaction between new and older applications is commonly required, the .NET Framework provides means to access functionality that is implemented in programs that execute outside the .NET environment. Access to COM components is provided in the System.Runtime.InteropServices and System.EnterpriseServices namespaces of the framework; access to other functionality is provided using the P/Invoke feature.

### Common Runtime Engine

The Common Language Runtime (CLR) is the virtual machine component of the .NET framework. All .NET programs execute under the supervision of the CLR, guaranteeing certain properties and behaviors in the areas of memory management, security, and exception handling.

### Language Independence

The .NET Framework introduces a Common Type System, or CTS. The CTS specification defines all possible datatypes and programming constructs supported by the CLR and how they may or may not interact with each other. Because of this feature, the .NET Framework supports the exchange of instances of types between programs written in any of the .NET languages. This is discussed in more detail in Microsoft .NET Languages.

### Base Class Library

The Base Class Library (BCL), part of the Framework Class Library (FCL), is a library of functionality available to all languages using the .NET Framework. The BCL provides classes which encapsulate a number of common functions, including file reading and writing, graphic rendering, database interaction and XML document manipulation.

### Simplified Deployment

The .NET framework includes design features and tools that help manage the installation of computer software to ensure that it does not interfere with previously installed software, and that it conforms to security requirements.

**Security**

The design is meant to address some of the vulnerabilities, such as buffer overflows, that have been exploited by malicious software. Additionally, .NET provides a common security model for all applications.

**Portability**

The design of the .NET Framework allows it to *theoretically* be platform agnostic, and thus cross-platform compatible. However, in reality, .Net is designed to only run under Microsoft Windows, and therefore .NET is not portable since portability means that software will run on both Windows/PC and Unix/Linux. Microsoft submits the specifications for the Common Language Infrastructure (which includes the core class libraries, Common Type System, and the Common Intermediate Language),<sup>[4][5][6]</sup> the C# language,<sup>[7]</sup> and the C++/CLI language<sup>[8]</sup> to both ECMA and the ISO, suggesting they are available as open standards, although Microsoft likely would not allow changes by outsiders to the .Net technology.

## Architecture

### Common Language Infrastructure (CLI)

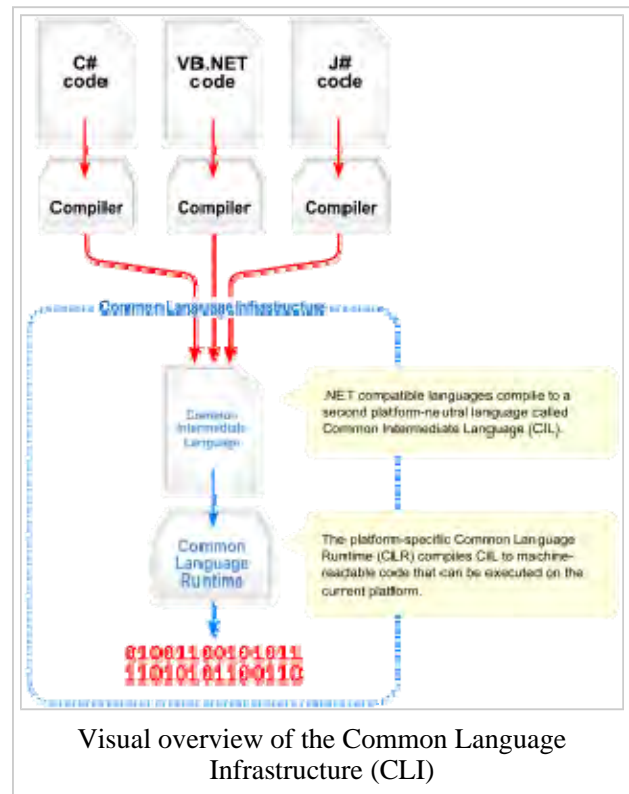
*Main article: Common Language Infrastructure*

The purpose of the Common Language Infrastructure, or CLI, is to provide a language-neutral platform for application development and execution, including functions for exception handling, garbage collection, security and interoperability. By implementing the core aspects of the .NET Framework within the scope of the CLI, this functionality will not be tied to a single language but will be available across the many languages supported by the framework. Microsoft's implementation of the CLI is called the Common Language Runtime ocr1

### Assemblies

*Main article: .NET assembly*

The CIL code is housed in .NET assemblies. As mandated by specification, assemblies are stored in the Portable Executable (PE) format, common on the Windows platform for all DLL and EXE files. The assembly consists of one or more files, one of which must contain the manifest, which has the metadata for the assembly. The complete name of an assembly (not to be confused with the filename on disk) contains its simple text name, version number, culture, and public key token. The public key token is a unique hash generated when the assembly is compiled, thus two assemblies with the same public key token are guaranteed to be identical from the point of view of the framework. A private key can also be specified known only to the creator of the assembly and can be used for strong naming and to guarantee





that the assembly is from the same author when a new version of the assembly is compiled (required to add an assembly to the Global Assembly Cache).

## Metadata

*Main article: .NET metadata*

All CIL is self-describing through .NET metadata. The CLR checks the metadata to ensure that the correct method is called. Metadata is usually generated by language compilers but developers can create their own metadata through custom attributes. Metadata contains information about the assembly, and is also used to implement the reflective programming capabilities of .NET Framework.

## Security

.NET has its own security mechanism with two general features: Code Access Security (CAS), and validation and verification. Code Access Security is based on evidence that is associated with a specific assembly. Typically the evidence is the source of the assembly (whether it is installed on the local machine or has been downloaded from the intranet or Internet). Code Access Security uses evidence to determine the permissions granted to the code. Other code can demand that calling code is granted a specified permission. The demand causes the CLR to perform a call stack walk: every assembly of each method in the call stack is checked for the required permission; if any assembly is not granted the permission a security exception is thrown.

When an assembly is loaded the CLR performs various tests. Two such tests are validation and verification. During validation the CLR checks that the assembly contains valid metadata and CIL, and whether the internal tables are correct. Verification is not so exact. The verification mechanism checks to see if the code does anything that is 'unsafe'. The algorithm used is quite conservative; hence occasionally code that is 'safe' does not pass. Unsafe code will only be executed if the assembly has the 'skip verification' permission, which generally means code that is installed on the local machine.

.NET Framework uses AppDomains as a mechanism for isolating code running in a process. AppDomains can be created and code loaded into or unloaded from them independent of other AppDomains. This helps increase the fault tolerance of the application, as faults or crashes in one AppDomains do not affect rest of the application. AppDomains can also be configured independently with different security privileges. This can help increase the security of the application by isolating potentially unsafe code. The developer, however, has to split the application into subdomains; it is not done by the CLR.

## Class library

*See also: Base Class Library and Framework Class Library*

The .NET Framework includes a set of standard class libraries. The class library is organized in a hierarchy of namespaces. Most of the built in APIs are part of either `System.*` or `Microsoft.*` namespaces. These class libraries implement a large number of common functions, such as file reading and writing, graphic rendering, database interaction, and XML document manipulation, among others. The .NET class libraries are available to all .NET languages. The .NET Framework class library is divided into two parts: the Base Class Library and the Framework Class Library.

System.Data.SqlClient

Namespaces in the BCL <sup>[9]</sup>
System
System. CodeDom
System. Collections
System. Diagnostics
System. Globalization
System. IO
System. Resources

The **Base Class Library** (BCL) includes a small subset of the entire class library and is the core set of classes that serve as the basic API of the

Common Language Runtime.<sup>[9]</sup> The classes in `mscorlib.dll` and some

of the classes in `System.dll` and `System.core.dll` are considered to be a part of the BCL. The BCL classes are available in both .NET Framework as well as its alternative implementations including .NET Compact Framework, Microsoft Silverlight and Mono.

System. Text
System. Text.RegularExpressions

The **Framework Class Library** (FCL) is a superset of the BCL classes and refers to the entire class library that ships with .NET Framework. It includes an expanded set of libraries, including WinForms, ADO.NET, ASP.NET, Language Integrated Query, Windows Presentation Foundation, Windows Communication Foundation among others. The FCL is much larger in scope than standard libraries for languages like C++, and comparable in scope to the standard libraries of Java.

## Memory management

The .NET Framework CLR frees the developer from the burden of managing memory (allocating and freeing up when done); instead it does the memory management itself. To this end, the memory allocated to instantiations of .NET types (objects) is done contiguously<sup>[10]</sup> from the managed heap, a pool of memory managed by the CLR. As long as there exists a reference to an object, which might be either a direct reference to an object or via a graph of objects, the object is considered to be in use by the CLR. When there is no reference to an object, and it cannot be reached or used, it becomes garbage. However, it still holds on to the memory allocated to it. .NET Framework includes a garbage collector which runs periodically, on a separate thread from the application's thread, that enumerates all the unusable objects and reclaims the memory allocated to them.

The .NET Garbage Collector (GC) is a non-deterministic, compacting, mark-and-sweep garbage collector. The GC runs only when a certain amount of memory has been used or there is enough pressure for memory on the system. Since it is not guaranteed when the conditions to reclaim memory are reached, the GC runs are non-deterministic. Each .NET application has a set of roots, which are pointers to objects on the managed heap (*managed objects*). These include references to static objects and objects defined as local variables or method parameters currently in scope, as well as objects referred to by CPU registers.<sup>[10]</sup> When the GC runs, it pauses the application, and for each object referred to in the root, it recursively enumerates all the objects reachable from the root objects and marks them as reachable. It uses .NET metadata and reflection to discover the objects encapsulated by an object, and then recursively walk them. It then enumerates all the objects on the heap (which were initially allocated contiguously) using reflection. All objects not marked as reachable are garbage.<sup>[10]</sup> This is the *mark* phase.<sup>[11]</sup> Since the memory held by garbage is not of any consequence, it is considered free space. However, this leaves chunks of free space between objects which were initially contiguous. The objects are then *compacted* together, by using `memcpy`<sup>[11]</sup> to copy them over to the free space to make them contiguous again.<sup>[10]</sup> Any reference to an object invalidated by moving the object is updated to reflect the new location by the GC.<sup>[11]</sup> The application is resumed after the garbage collection is over.

The GC used by .NET Framework is actually *generational*.<sup>[12]</sup> Objects are assigned a *generation*; newly created objects belong to *Generation 0*. The objects that survive a garbage collection are tagged as *Generation 1*, and the Generation 1 objects that survive another collection are *Generation 2* objects. The .NET Framework uses up to Generation 2 objects.<sup>[12]</sup> Higher generation objects are garbage collected less frequently than lower generation objects. This helps increase the efficiency of garbage collection, as older objects tend to have a larger lifetime than newer objects.<sup>[12]</sup> Thus, by removing older

(and thus more likely to survive a collection) objects from the scope of a collection run, fewer objects need to be checked and compacted.<sup>[12]</sup>

## Standardization and licensing

In August 2000, Microsoft, Hewlett-Packard, and Intel worked to standardize CLI and the C# programming language. By December 2001, both were ratified ECMA standards (ECMA 335 and ECMA 334). ISO followed in April 2003 - the current version of the ISO standards are ISO/IEC 23271:2006 and ISO/IEC 23270:2006.<sup>[13][14]</sup>

While Microsoft and their partners hold patents for the CLI and C#, ECMA and ISO require that all patents essential to implementation be made available under "reasonable and non-discriminatory terms". In addition to meeting these terms, the companies have agreed to make the patents available royalty-free.

However, this does not apply for the part of the .NET Framework which is not covered by the ECMA/ISO standard, which includes Windows Forms, ADO.NET, and ASP.NET. Patents that Microsoft holds in these areas may deter non-Microsoft implementations of the full framework.<sup>[15]</sup>

On 3 October 2007, Microsoft announced that much of the source code for the .NET Framework Base Class Library (including ASP.NET, ADO.NET, and Windows Presentation Foundation) was to have been made available with the final release of Visual Studio 2008 towards the end of 2007 under the shared source Microsoft Reference License.<sup>[1]</sup> The source code for other libraries including Windows Communication Foundation (WCF), Windows Workflow Foundation (WF), and Language Integrated Query (LINQ) were to be added in future releases. Being released under the non Open-source Microsoft Reference License means this source code is made available for debugging purpose only, primarily to support integrated debugging of the BCL in Visual Studio.

## Versions

Microsoft started development on the .NET Framework in the late 1990s originally under the name of Next Generation Windows Services (NGWS). By late 2000 the first beta versions of .NET 1.0 were released.<sup>[16]</sup>

Version	Version Number	Release Date	Visual Studio	Default in Windows
1.0	1.0.3705.0	2002-02-13	Visual Studio .NET	
1.1	1.1.4322.573	2003-04-24	Visual Studio .NET 2003	Windows Server 2003
2.0	2.0.50727.42	2005-11-07	Visual Studio 2005	
3.0	3.0.4506.30	2006-11-06		Windows Vista, Windows Server

				2008
3.5	3.5.21022.8	2007-11-19	Visual Studio 2008	Windows 7, Windows Server 2008 R2
4 Beta 2		2009-10-19	Visual Studio 2010	

A more complete listing of the releases of the .NET Framework may be found on the .NET Framework version list.

### .NET Framework 1.0

This is the first release of the .NET Framework, released on 13 February 2002 and available for Windows 98, Me, NT 4.0, 2000, and XP. Mainstream support by Microsoft for this version ended 10 July 2007, and extended support ended 14 July 2009.<sup>[17]</sup>

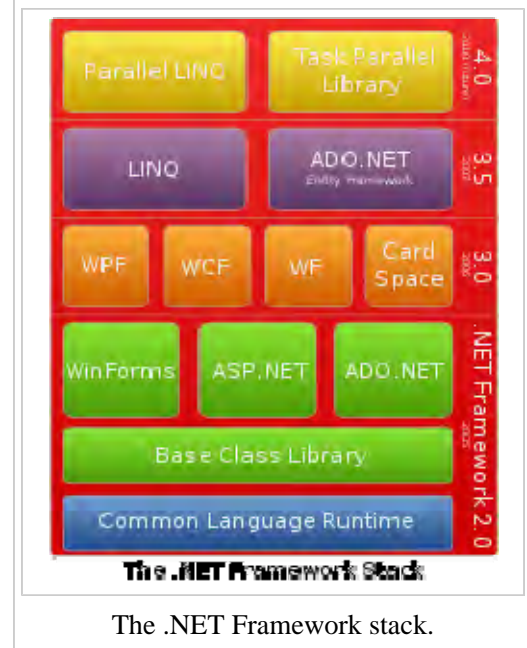
### .NET Framework 1.1

This is the first major .NET Framework upgrade. It is available on its own as a redistributable package or in a software development kit, and was published on 3 April 2003. It is also part of the second release of Microsoft Visual Studio .NET (released as Visual Studio .NET 2003). This is the first version of the .NET Framework to be included as part of the Windows operating system, shipping with Windows Server 2003. Mainstream support for .NET Framework 1.1 ended on 14 October 2008, and extended support ends on 8 October 2013. Since .NET 1.1 is a component of Windows Server 2003, extended support for .NET 1.1 on Server 2003 will run out with that of the OS - currently 14 July 2015.

#### Changes in 1.1 on comparison with 1.0

- Built-in support for mobile ASP.NET controls. Previously available as an add-on for .NET Framework, now part of the framework.
- Security changes - enable Windows Forms assemblies to execute in a semi-trusted manner from the Internet, and enable Code Access Security in ASP.NET applications.
- Built-in support for ODBC and Oracle databases. Previously available as an add-on for .NET Framework 1.0, now part of the framework.
- .NET Compact Framework - a version of the .NET Framework for small devices.
- Internet Protocol version 6 (IPv6) support.
- Numerous API changes.

### .NET Framework 2.0



Released with Visual Studio 2005, Microsoft SQL Server 2005, and BizTalk 2006.

- The 2.0 Redistributable Package can be downloaded for free from Microsoft, and was published on 22 January 2006.
- The 2.0 Software Development Kit (SDK) can be downloaded for free from Microsoft.
- It is included as part of Visual Studio 2005 and Microsoft SQL Server 2005.
- Version 2.0 without any Service Pack is the last version with support for Windows 98 and Windows Me. Version 2.0 with Service Pack 2 is the last version with official support for Windows 2000 although there have been some unofficial workarounds published online to use a subset of the functionality from Version 3.5 in Windows 2000.<sup>[18]</sup> Version 2.0 with Service Pack 2 requires Windows 2000 with SP4 plus KB835732 or KB891861 update, Windows XP with SP2 or later and Windows Installer 3.1 (KB893803-v2) although you can just copy the directories "Microsoft.NET" and "assembly" (located in %SYSTEMROOT%) from the computer where the .NET Framework is installed, also mscoree.dll, msvc\*80.dll, gdiplus.dll in "%SYSTEMROOT%\System32" and add value to the registry "HKLM\SOFTWARE\Microsoft\.NETFramework", parameter "InstallRoot" with value "C:\\WINDOWS\\Microsoft.NET\\Framework\\".
- It shipped with Windows Server 2003 R2 (not installed by default).

### Changes in 2.0 in comparison with 1.1

- Numerous API changes.
- A new hosting API for native applications wishing to host an instance of the .NET runtime. The new API gives a fine grain control on the behavior of the runtime with regards to multithreading, memory allocation, assembly loading and more (detailed reference). It was initially developed to efficiently host the runtime in Microsoft SQL Server, which implements its own scheduler and memory manager.
- Full 64-bit support for both the x64 and the IA64 hardware platforms.
- Language support for generics built directly into the .NET CLR.
- Many additional and improved ASP.NET web controls.
- New data controls with declarative data binding.
- New personalization features for ASP.NET, such as support for themes, skins and webparts.
- .NET Micro Framework - a version of the .NET Framework related to the Smart Personal Objects Technology initiative.
- Partial classes
- Anonymous methods
- Data Tables
- Generics

## .NET Framework 3.0

**.NET Framework 3.0**, formerly called **WinFX**,<sup>[19]</sup> was released on 21 November 2006. It includes a new set of managed code APIs that are an integral part of Windows Vista and Windows Server 2008 operating systems. It is also available for Windows XP SP2 and Windows Server 2003 as a download. There are no major architectural changes included with this release; .NET Framework 3.0 uses the Common Language Runtime of .NET Framework 2.0.<sup>[20]</sup> Unlike the previous major .NET releases there was no .NET Compact Framework release made as a counterpart of this version.

.NET Framework 3.0 consists of four major new components:

- **Windows Presentation Foundation** (WPF), formerly code-named **Avalon**; a new user interface subsystem and API based on XML and vector graphics, which uses 3D computer graphics hardware and Direct3D technologies. See WPF SDK for developer articles and documentation on WPF.
- **Windows Communication Foundation** (WCF), formerly code-named **Indigo**; a service-oriented messaging system which allows programs to interoperate locally or remotely similar to web services.
- **Windows Workflow Foundation** (WF) allows for building of task automation and integrated transactions using workflows.
- **Windows CardSpace**, formerly code-named **InfoCard**; a software component which securely stores a person's digital identities and provides a unified interface for choosing the identity for a particular transaction, such as logging in to a website.

## .NET Framework 3.5

Version 3.5 of the .NET Framework was released on 19 November 2007, but it is not included with Windows Server 2008. As with .NET Framework 3.0, version 3.5 uses the CLR of version 2.0. In addition, it installs **.NET Framework 2.0 SP1**, (**installs .NET Framework 2.0 SP2 with 3.5 SP1**) and **.NET Framework 3.0 SP1** (**installs .NET Framework 3.0 SP2 with 3.5 SP1**), which adds some methods and properties to the BCL classes in version 2.0 which are required for version 3.5 features such as Language Integrated Query (LINQ). These changes do not affect applications written for version 2.0, however.<sup>[21]</sup>

As with previous versions, a new **.NET Compact Framework 3.5** was released in tandem with this update in order to provide support for additional features on Windows Mobile and Windows Embedded CE devices.

The source code of the Base Class Library in this version has been partially released (for debugging reference only) under the Microsoft Reference Source License.<sup>[1]</sup>

### Changes since version 3.0

- New language features in C# 3.0 and VB.NET 9.0 compiler
- Adds support for expression trees and lambda methods
- Extension methods
- Expression trees to represent high-level source code at runtime.<sup>[22]</sup>
- Anonymous types with static type inference
- Language Integrated Query (LINQ) along with its various providers
  - LINQ to Objects
  - LINQ to XML
  - LINQ to SQL
- Paging support for ADO.NET
- ADO.NET synchronization API to synchronize local caches and server side datastores
- Asynchronous network I/O API<sup>[22]</sup> .
- Peer-to-peer networking stack, including a managed PNRP resolver<sup>[23]</sup>
- Managed wrappers for Windows Management Instrumentation and Active Directory APIs<sup>[24]</sup>
- Enhanced WCF and WF runtimes, which let WCF work with POX and JSON data, and also expose WF workflows as WCF services.<sup>[25]</sup> WCF services can be made stateful using the WF persistence model.<sup>[22]</sup>

- Support for HTTP pipelining and syndication feeds.<sup>[25]</sup>
- ASP.NET AJAX is included

## Service Pack 1

The .NET Framework 3.5 Service Pack 1 was released on 11 August 2008. This release adds new functionality and provides performance improvements under certain conditions,<sup>[26]</sup> especially with WPF where 20-45% improvements are expected. Two new data service components have been added, the ADO.NET Entity Framework and ADO.NET Data Services. Two new assemblies for web development, System.Web.Abstractions and System.Web.Routing, have been added; these are used in the ASP.NET MVC Framework and, reportedly, will be utilized in the future release of ASP.NET Forms applications. Service Pack 1 is included with SQL Server 2008 and Visual Studio 2008 Service Pack 1. It also featured a new set of controls called "**Visual Basic Power Packs**" which brought back Visual Basic controls such as "Line" and "Shape".

## .NET Framework 3.5 SP1 Client Profile

For the .NET Framework 3.5 SP1 there is also a new variant of the .NET Framework, called the ".NET Framework Client Profile", which at 28 MB is significantly smaller than the full framework and only installs components that are the most relevant to desktop applications.<sup>[27]</sup> However, the Client Profile amounts to this size only if using the online installer on Windows XP SP2 when no other .NET Frameworks are installed. When using the off-line installer or any other OS, the download size is still 250 MB.<sup>[28]</sup>

## .NET Framework 4

Microsoft announced the .NET Framework 4 on 29 September 2008. The Public Beta was released on 20 May 2009.<sup>[3]</sup> Some focuses of this release are:

- Parallel Extensions to improve support for parallel computing, which target multi-core or distributed systems.<sup>[29]</sup> To this end, they plan to include technologies like PLINQ (Parallel LINQ),<sup>[30]</sup> a parallel implementation of the LINQ engine, and Task Parallel Library, which exposes parallel constructs via method calls.<sup>[31]</sup>
- New Visual Basic and C# language features, such as statement lambdas, implicit line continuations, dynamic dispatch, named parameters, and optional parameters.
- Full support for IronPython, IronRuby, and F#.<sup>[32]</sup>
- Support for a subset of the .NET Framework and ASP.NET with the "Server Core" variant of Windows Server 2008 R2.<sup>[33]</sup>
- Support for Code Contracts.
- Inclusion of the Oslo modelling platform, along with the M programming language.<sup>[34]</sup>

On 28 July 2009, a second release of the .NET Framework 4 beta was made available with experimental software transactional memory support.<sup>[35]</sup> Whether this functionality will be available in the final version of the framework has not been confirmed.

On 19 October 2009, Microsoft released Beta 2 of the .NET Framework 4.<sup>[36]</sup> At the same time, Microsoft announced the expected launch date of .NET Framework 4 as the 22 March 2010.<sup>[36]</sup> The ship date should be close to, but is not identical to, this date.

In conjunction with .NET Framework 4, Microsoft will offer a set of enhancements, codenamed *Dublin*, for Windows Server 2008 application server capabilities.<sup>[37][38]</sup> Dublin will extend IIS to be a "standard host" for applications that use either WCF or WF.<sup>[38]</sup>

There are lot of new features in ASP.Net 4.0 like html, jsript snippets, new development profiles, generate form usage, enablePersistedSelection, web.config transformation, compression enabling for session values etc. Further details of new features on <sup>[39]</sup>

## .NET vs. Java and Java EE

*See also: Comparison of the Java and .NET platforms and Comparison of C# and Java*

The CLI and .NET languages such as C# and VB have many similarities to Sun's JVM and Java. Both are based on a virtual machine model that hides the details of the computer hardware on which their programs run. Both use their own intermediate byte-code, Microsoft calling theirs Common Intermediate Language (**CIL**; formerly **MSIL**) and Sun calling theirs Java bytecode. On .NET the byte-code is always compiled before execution, either Just In Time (JIT) or in advance of execution using the Native Image Generator utility (NGEN). With Java the byte-code is either interpreted, compiled in advance, or compiled JIT. Both provide extensive class libraries that address many common programming requirements and address many security issues that are present in other approaches. The namespaces provided in the .NET Framework closely resemble the platform packages in the Java EE API Specification in style and invocation.

.NET in its complete form (i.e., Microsoft's implementation, described in the Standardization and licensing section of this article) can only be installed on computers running a Microsoft Windows operating system<sup>[40][41][42]</sup> whereas Java in its entirety can be installed on computers running any one of a variety of operating systems such as Linux, Solaris, Mac OS or Windows.<sup>[43]</sup> From its beginning .NET has supported multiple programming languages and at its core remains platform agnostic and standardized so that other vendors can implement it on other platforms (although Microsoft's implementation only targets Windows, Windows CE, and Xbox platforms). The Java Virtual Machine was also designed to be both language and operating system agnostic<sup>[44]</sup> and was launched with the slogan "Write once, run anywhere." While Java has long remained the most used language on the JVM by a wide margin, recent support for dynamic languages has increased popularity of alternatives; in particular JRuby, Scala, and Groovy.<sup>[45]</sup> (see JVM languages).

Sun's reference implementation of Java (including the class library, the compiler, the virtual machine, and the various tools associated with the Java Platform) is open source under the GNU GPL license with Classpath exception.<sup>[46]</sup> The source code for the .NET framework base class library is available for reference purposes only under the Microsoft Reference License.<sup>[47][48]</sup>

The third-party Mono Project, sponsored by Novell, has been developing an open source implementation of the ECMA standards that are part of .NET Framework, as well as most of the other non-ECMA standardized libraries in Microsoft's .NET. The Mono implementation is meant to run on Linux, Solaris, Mac OS X, BSD, HP-UX, and Windows platforms. Mono includes the CLR, the class libraries, and compilers for C# and VB.NET. The current version supports all the APIs in version 2.0 of Microsoft's .NET. Full support exists for C# 3.0 LINQ to Objects and LINQ to Xml.<sup>[49]</sup>



## Criticism

Some concerns and criticism relating to .NET include:

- Applications running in a managed environment tend to require more system resources than similar applications that access machine resources more directly.
- All "managed" languages are easier to reverse-engineer than native code. There is concern over possible loss of trade secrets and the bypassing of license control mechanisms. Microsoft's Visual Studio 2005 (and newer) includes a tool to obfuscate code, and many other techniques can help to prevent this.
- Newer versions of the framework (3.5 and up) are not pre-installed in versions of Windows below Windows 7. For this reason, applications must lead users without the framework through a procedure to install it. Some developers have expressed concerns about the large size and reliability of .NET framework runtime installers for end-users. The size is around 54 MB for .NET 3.0, 197 MB for .NET 3.5, and 250 MB for .NET 3.5 SP1 (while using web installer the typical download for Windows XP is around 50 MB, for Windows Vista - 20 MB). The size issue is partially solved with .NET 4 installer (x86 + x64) being 54 MB.
  - The first service pack for version 3.5 mitigates this concern by offering a lighter-weight client-only subset of the full .NET Framework. Two significant limitations should be noted, though.<sup>[50]</sup> Firstly, the client-only subset is only an option on an existing Windows XP SP2 system that currently has no other version of the .NET framework installed. In all other scenarios, the client-only installer will install the full version of the .NET Framework 3.5 SP1. Secondly, the client-only framework does not have a 64-bit option. However, the 4 release of the .NET Framework Client Profile will be available on all operating systems and all architectures (excluding ia64) supported by the full .NET Framework.<sup>[51]</sup>
- The .NET framework currently does not provide support for calling Streaming SIMD Extensions (SSE) via managed code. However, Mono has provided support for SIMD Extensions as of version 2.2 within the Mono.Simd namespace; Mono's lead developer Miguel de Icaza has expressed hope that this SIMD support will be adopted by the CLR ECMA standard.<sup>[52]</sup> Streaming SIMD Extensions have been available in CPUs since the introduction of the Pentium III. However, adding CPU specific implementations would reduce the portability of .Net, one of its design goals.

## Alternative implementations

The Microsoft .NET Framework is the predominant implementation of .NET technologies. Other implementations for parts of the framework exist. Although the runtime engine is described by an ECMA/ISO specification, other implementations of it may be encumbered by patent issues. ISO standards may include the disclaimer, "Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. ISO shall not be held responsible for identifying any or all such patent rights."<sup>[53]</sup> It is more difficult to develop alternatives to the base class library (BCL), which is not described by an open standard and may be subject to copyright restrictions. Additionally, parts of the BCL have Windows-specific functionality and behavior, so implementation on non-Windows platforms can be problematic.

Some alternative implementations of parts of the framework are listed here.

- Microsoft's Shared Source Common Language Infrastructure is a *shared source implementation* of the CLR component of the .NET Framework. However, the last version only runs on Microsoft

Windows XP SP2, and does not contain all features of version 2.0 of the .NET Framework.

- Microsoft's .NET Micro Framework is a .NET platform for extremely resource-constrained devices. It includes a small version of the .NET CLR and supports development in C# and debugging (in an emulator or on hardware), both using Microsoft Visual Studio. It also features a subset of the .NET base class libraries (about 70 classes with about 420 methods), a GUI framework loosely based on Windows Presentation Foundation, and additional libraries specific to embedded applications.
- Mono is an implementation of the CLI and portions of the .NET Base Class Library (BCL), and provides additional functionality. It is dual-licensed under free software and proprietary software licenses. Mono is being developed by Novell, Inc. It includes support for ASP.NET, ADO.NET, and evolving support for Windows Forms libraries. It also includes a C# compiler, and a VB.NET compiler is in pre-beta form.
- CrossNet is an implementation of the CLI and portions of the .NET Base Class Library (BCL). It is free software. It parses .NET assemblies and generates standard C++ code, compilable and linkable within any ANSI C++ application on any platform.
- .NET for Symbian .NET Compact Framework implementation for Symbian (S60)
- Portable.NET (part of DotGNU) provides an implementation of the Common Language Infrastructure (CLI), portions of the .NET Base Class Library (BCL), and a C# compiler. It supports a variety of CPUs and operating systems.

## See also

- Comparison of the Java and .NET platforms
- COM Interop
- Windows API
- .Net Compact Framework
- .Net Micro Framework

## Components and libraries

- Microsoft Enterprise Library - A collection of supplemental libraries for .NET.
- Web Services Enhancements

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## External links

- .NET Framework Developer Center
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Categories: .NET framework | Computing platforms | Microsoft development tools | Microsoft application programming interfaces

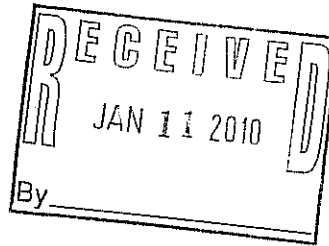
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January 7, 2010

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



Dear Mr. Bueche:

We are pleased to inform you that on February 4, 2010 Comcast will update our on-screen Cable Guide for our Digital Cable customers in Swartz Creek. This update will improve customers' experience when using Comcast's on-screen Guide and will also include many new features like links to high definition (HD) programming, improved Digital Video Recorder (DVR) management and more.

More than 80% of our DVR customers also have our high-speed Internet service – and with this update, they will be able to manage and schedule their DVRs online, from any computer with Internet access. In addition, we're taking a feature that used to be only for DVR customers and, so it can be available to more Digital Cable customers, extending it to On Demand. When watching an On Demand program all customers will be able to skip ahead or back in five-minute increments.

Perhaps the most anticipated new feature coming to customers is "Watch in HD." This feature tested the highest in customer interest. It will enable customers with an HD set-top or DVR to quickly jump from the standard definition channel to the simulcast HD channel. No more scrolling through the channel listings.

In order to make these improvements for our customers in Swartz Creek, we will update how our customer's set-top boxes identify certain channels. This change will not impact customer's pre-recorded and saved programs. However, customers will have to reset their preferences on 1) Parental Controls by channel, 2) DVR recording settings, 3) Reminders and 4) Favorites listings for each affected channel.

To ensure customers in Swartz Creek are aware of this update, we will send all affected customers a message to their set-top converters that they can read on their TV screens, and will place a telephone call to them over the next few weeks. Below are examples of the converter and telephone messages customers will receive.

#### Converter Message

On X/2010 a Guide update will require you to reset your settings for Parental Control by channel, DVR recordings and Favorites on up to 35 channels. See channels impacted at [www.comcast.com/guide](http://www.comcast.com/guide).


#### Telephone Message

***"This is Comcast calling with an important message about an update that may impact your parental control settings. Tonight at [insert time] we will be updating your Digital Cable Guide to improve performance. After this upgrade, several of your guide settings will need to be reset. Please reset your guide settings to ensure parental controls are on the channels you want locked. You should also check your reminders, DVR recording settings, and your favorites lists. We apologize for any***

*inconvenience this causes and thank you in advance for your understanding. If you need immediate assistance, press zero now to speak with an agent, or call us at anytime at 1-800-266-2278. To hear this message again, press one now or visit [www.comcast.com/guide](http://www.comcast.com/guide)"*

We understand how important features like parental controls and DVR settings are to our customers in Swartz Creek. If you have any questions or simply need more information about this update, please feel free to call me directly at 586-883-7075 or visit [www.comcast.com/guide](http://www.comcast.com/guide) for more information and a list of channels that may be affected in your area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gerald W. Smith', written over a white background.

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



## Legislator targets public employees for pay cuts

By Local and Chronicle News Service reports...

January 20, 2010, 7:22PM



Chronicle file photo

Michigan Senate Republicans are proposing a constitutional amendment to cut the pay of teachers, professors and state and local workers 5 percent this year, which would remain at that level for three years. Another constitutional amendment would require public employees pay 20 percent of their health care premiums unless they participate in a health savings account or wellness program.

Public employees, including everyone from judges to teachers to snowplow drivers, are the target of Senate Republicans' plans to reduce wages and dramatically increase their share of health insurance costs.

Senate Majority Leader Michael Bishop wants the Legislature to put two constitutional amendments designed to save \$2 billion before voters in August. The amendments would require an estimated 12,400 public workers in Muskegon County to take a 5 percent pay cut for the next three years and pay 15 percent or 20 percent of their health insurance premiums.

The measures would not affect those working for the federal government.

State Sen. Gerald Van Woerkom, R-Norton Shores, admitted that it may be a tough sell to garner the two-thirds votes needed in the House and the Senate to get the measure on the ballot, but it is worth pursuing.

"This preserves a lot of the jobs and maintains services," Van Woerkom said. "It's not meant to be mean-spirited to the employees of the state. We just don't have the money."

In an era of layoffs, wage freezes and even pay cuts among

### PAY CUT PROPOSAL

#### Details of the GOP proposals to save about \$2 billion annually:

- Reduce pay for all school, university, community college, state and local government workers by 5 percent, and freeze pay at that level