

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday August 22, 2011 7:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of August 8, 2011 MOTION Pg. 6, 8-12
 - 4B. Special Council Meeting of July 20, 2011 MOTION Pg. 6, 13-15
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 6
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 6, 2-5
 - 6B. Monthly Police Report Pg. 16-27
 - 6C. Monthly Fire Report Pg. 28-45
 - 6D. Springbrook-Heritage SAD, Construction Schedule (Agenda Item) Pg. 46-48
 - 6E. Republic Services Agreement (Agenda Item) Pg. 49-58
 - 6F. Marathon Draft RFP (Agenda Item) Pg. 59-79
 - 6G. Swartz Ambulance Quarterly Report Pg. 80-97
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Springbrook & Heritage SAD Financing Options DISC. Pg. 46-48
 - 8B. Waste & Recycling Collection Agreement RESO. Pg. 7, 49-58
 - 8C. Marathon RFP DISC. Pg. 59-79
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**City of Swartz Creek
CITY MANAGER'S REPORT**

Regular Council Meeting of Monday August 22, 2011 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 19-August-2011

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** *(See Individual Category)*
 - 2011-2014 T.I.P. APPLICATION** *(Status)*

Here is a schedule of City projects that are funded or in the queue (shaded).

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

Project	Year	Grant	City Match	P.E.	C.E.	Total
Miller Between Elms & Tallmadge	2011	\$338,997	\$168,819*	\$27,684	\$59,160	\$594,660
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

*Includes Developer Contribution of \$54,000

- MILLER ROAD PROJECT, ELMS-TALLMADGE** *(Status)*

The contractor is Cadillac Asphalt LLC of Wixom Michigan, bid amount of \$507,816.54. This project also includes the extension and widening of Elms Road for the Family Farm & Home Project and the removal of the concrete traffic island on Miller between I-69 and Elms. We also appropriated an additional amount of \$16k at the meeting of June 27th, for concrete repairs east of the intersection. Notwithstanding restoration work and road striping (which must wait at least seven days after paving), the work is complete. Cost assumptions (un-reconciled) for this project are as follows:

Construction Bid (Cadillac)	Design & Construction Engineering	Add-On Concrete Repairs	Total	TIP Grant	Developer Contribution (Andoni)	Total Local Cost - City Obligation
\$507,820	\$86,844	\$16,100	\$610,764	(\$339,000)	(\$54,000)	\$217,764

- ✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**
Due to insufficient funds, nothing more planned at this time.
- ✓ **COUNTY WWS ISSUES PENDING** *(See Individual Category)*
 - KAREGNONDI WATER AUTHORITY** *(Status)*
Pending.

- ❑ **SEWER I&I PENALTIES, REHABILITATION** (*Status*)
We approved Phase IV of the sewer rehabilitation project (Winshall Drive) at the meeting of July 25th, the cost being \$82,492.50. I'll keep the Council informed on progress.
- ❑ **SEWER USE ORDINANCE – INDUSTRIAL PRE-TREATMENT** (*Status*)
Pending effective date.
- ✓ **MARATHON REDEVELOPMENT PROJECT** (*Discussion*)
Included with tonight's packet is a draft RFP. I have set this for discussion looking for direction and any comments or other ideas before we take it live.
- ✓ **PERSONNEL & POLICIES & PROCEDURES** (*Status*)
I know it's been a while on this (actually, quite a while). Not to make excuses, but it's been a wild ride here since late 2007 just to stay above water. I've made a good dent into finishing this and should have it in the near future.
- ✓ **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.
- ✓ **LABOR CONTRACTS** (*Status*)
As a short re-cap, all our labor contracts are frozen. The POLC agreement has been frozen since January 2009. The AFSCME agreement has been frozen since July 2008. The Supervisor's agreement has been frozen since July 2007, however, to even this agreement out a bit, an additional 40 hours of absent time was granted. The extra absent time cannot be cashed out, rolled over, accrued or paid out in any way. The City Manager Contract has been frozen since December 2004. The extra absent time provision within the Supervisor's agreement is also applied to the City Manager's Contract. There are no plans to replace Mr. Zettel's position. We have two other "at will" classifications, which are without agreements, being our part time police officers and our building inspector. The part time police have been frozen since March 2004 with a change in November 2009 to allow time and a half on holidays. The building inspector is part time and has remained unchanged since October 2006 when the position was established to replace the full time assessor / building inspector. Contracted positions are the assessor and trade inspector's, being electrical, plumbing and mechanical. With Adam leaving we have a problem with Zoning Administration, Code Enforcement, and to a lesser degree, DDA, Planning Commission and CDBG administration. I am currently working on a solution to this.
- ✓ **FIRE DEPARTMENT: 2011 BUDGET & COST RECOVERY** (*Status*)
The 2011 Budget was adopted at the meeting of November 22, minus CIP contributions. As indicated, we are looking at long term solutions to all public safety. The cost recovery issue plays into this, however, it is in a state of flux based on the introduction of legislation that may prohibit such ordinances. The legislation has been stalled in committee. On the cost recovery, we'll watch it for a while to see where it heads. Regarding the agreement, the Fire Board has proposed some changes to the contract. I have met with the Township on the agreement, but for now, it appears stalled. The contract expired April 1st; however, there is a roll-over clause that allows continuation. I hope to have a draft for Council review soon. Additionally, we have a capital request to replace a grass fire rig. I'll add it to the list of items that need resolve with the Township.

✓ **NEIGHBORHOOD STABILIZATION PROGRAM** (*Status*)
Pending.

✓ **GO GREEN, EECBG PUBLIC SAFETY BUILDING HVAC GRANT** (*Status*)
The system has been installed and all paperwork submitted to the state. Final payment has been approved. We should be in receipt of payment very soon.

✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Discussion*)
I have set this for a short discussion to update the Council on financing options, as they pertain to fund distribution. Deanna will bring the Council up to date on our current high yield investments across revenue bearing funds. After this, we can discuss potential numbers within the various funds needed for the SAD loans. On another note, we have a construction schedule from Ace Asphalt. The projects will begin on August 29th with an estimated completion date around October 1st. Here is an updated schedule:

June 27th Meeting: Heritage & Springbrook Resolutions Directing Staff to Prepare Reports & Documents

Heritage & Springbrook Resolutions to Accept Findings, Reports, Boundaries & Documents, Place Findings in Clerks Office, Set Public Hearing for July 11, 2011 7:00 PM.

June 28th: Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper

July 11th Meeting: Public Hearing.

Heritage & Springbrook Resolutions Approving Profiles, Plans & Specifications, Formal Establishment of Special Assessment District, Direct Assessor to Prepare Special Assessment Tax Roll and Report to Council.

Heritage & Springbrook Special Assessment District Roll Received by Council, Resolution of Acceptance, Order of Filing With Clerks Office, Order of Availability for Public Inspection, Set Public Hearing for July 25, 2011 7:00 PM.

July 12th: Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper

July 25th Meeting: Public Hearing.

Council Confirms Special Assessment Roll, Order Roll Placed on File, Directs Assessor to Post the Assessment Roll, and Directs Treasurer to Collect As Specified.

City Clerk must attach warrant to the Special Assessment roll within 10 days.

Resolute & Sign Construction Contract

Aug 29th - Oct 1st: Construction

September 12th Mtg: Approve Financing Model

Late October: Final Expense Reconciliations, Determine Per Unit Cost Adjustments (cannot Exceed Maximum Amount Approved).

November: Invoice Property Owners,

April 2, 2012: Payment Due Monday April 2, 2012.

June, 2012: Year One of Five Year Cycle for Assessment Against Tax Roll

June, 2016: Last (5th) Installment Due

As we discussed before, we are looking at using these time and material prices to perform other repairs. There are two areas on Major Streets that are very distressed, Fairchild at Miller and Winston at Miller. We are also going to look at some repairs to the Public Safety Lot.

✓ **WASTE & RECYCLING SERVICES CONTRACT** (*Resolution*)
Included with tonight's program is the Republic Agreement. I printed only the agreement and not the Exhibit, due to its volume. The entire agreement is on the CD.

✓ **SIGN ORDINANCE** (*Status*)

Adam tells me that the date on this was extended to 2012 when we adopted our Appendix A. Either way, I'll have Mr. Zettel drop this into the Planning Commission for some idea gathering. The Council needs to voice their desires, if any, on the elevated sign sunset issue. I would prefer that everyone is headed in the same direction on this (if that's possible), rather than pulling in different directions, as a matter of efficiency. Let me know if you have thoughts so we can guide the Planning Commission.

✓ **SHARED SERVICES INITIATIVE** (*Status*)

Both Mundy Township (6-1) and Flint Township (5-2) passed resolutions committing up to \$25k each to apply for a 50-50 grant with the MML's EVIP Program. The three units are gathering the required documents and will be submitting them as a package. If the grant is denied (possible due to limited funding), the next step would be to negotiate a price with either Plante-Moran or another of the MML recommended firms and return to each unit with a recommendation. I'll keep the Council informed on progress.

✓ **2011 ANNUAL "ART IN THE PARK"** (*Status*)

The "Third Annual Art in The Park Fair" will be held on Saturday August 27th in Elms Road Park. Set up for the event is scheduled for the day before, being Friday August 26th. The event will function the same as last years. Stop by and visit if you can.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ None

Council Questions, Inquiries, Requests and Comments

- *Traffic Lights, Bristol-Miller, GM-SPO.* Pending the direction that GM takes. New traffic counts as to warrants would need to be taken.
- *Deteriorated Retaining Walls & Planters at City Buildings.* The wall along the north side of the building has been repaired. We are looking at options on some of the other repairs around the site.
- *Youth Programs in Park.* Looking into this. This item is something that might best be suited for the City's School Liaison Officer. The matter has been referred to the Police Department for review and recommendation.
- *Veterans Park Memorial, Street Signs.* We are looking into the purchase of directional street signs.
- *Deteriorated Consumers' Light Poles, Winchester Village.* Looking for solutions for replacement.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday August 22, 2011 7:00 P.M.

Resolution No. 110822-4A MINUTES – AUGUST 8, 2011

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held August 8, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110822-4B MINUTES – JULY 20, 2011

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Special Council Meeting held July 20, 2011, at the Mundy Township Hall, 3478 Mundy Avenue Swartz Creek, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110822-5A 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 August 22, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110822-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of August 22, 2011, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110822-8B

WASTE & RECYCLING COLLECTION AGREEMENT

Motion by Councilmember: _____

I Move the City of Swartz Creek enter into an agreement with Tri-County Refuse Service, doing business as Republic Services, for the collection of refuse, waste and recyclables', contract to run from July 1, 2011 through June 30, 2016, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday August 8, 2011 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 8/08/2011

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, Tom Svrcek, City Clerk Juanita Aguilar, Chief of Police Rick Clolinger.

Others Present: Boots Abrams, Sharon Shumaker, Tommy Butler, Steve Shumaker, Bob Plumb, Richard Mattson, Scott Fraim, Jeff Lewis, Jim Florence, Ron Schultz.

APPROVAL OF MINUTES

Resolution No. 110808-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held July 25, 2011, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 1100808-02

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approves the Agenda, as amended for the Regular Council Meeting of August 8, 2011, 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. 110808-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the City Manager's Report of August 8, 2011, to be circulated and placed on file.

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

Discussion took place and all other reports and communications were accepted and placed on file.

MEETING OPENED TO THE PUBLIC:

None.

Council Business

Mr. Jeff Lewis, Swartz Ambulance Service

(Presentation)

Mr. Jeff Lewis along with Scott Frain, went through the company history and wanted to update the council members on receiving accreditation from the Commission on Accreditation Services for its compliance with nation's standards of excellence. Also they discussed the Ambulance Ordinance that was repelled in March 2011. They left an EMS System Report survey for the councilmembers to review.

Chief Rick Clolinger

(Presentation)

Chief Rick Clolinger apologized to the councilmembers about being late with his response on Elms Park instances. His study of the statistics on file on instances and complaints on Elms Park since 2004 averaged about seven complaints a year. As for Winshall Park, for the same time period there was an out to average of four complaints a year.

Chief Rick Clolinger wanted to let the councilmembers know how much the community does to support our K9 unit, and how proud he is of the support. Chief Rick Clolinger is hopeful about the reward program that will be presented later tonight and hopes the councilmembers will approve the programs.

Councilmember Porath received an anonymous letter about the parking in the streets during the no parking time. Mayor Pro-Tem Krueger wanted to thank the Chief for one of his officers stopping by his house one night late and reminding him his garage door was open.

Councilmember Shumaker asked Chief Rick Clolinger if he had look at the City of Troy Distractive Drive Ordinance and wanted to know if it was something our city needed. Chief Rick Clolinger responded he did review it but believes it is not something we need.

ELMS PARK RESERVATION, FEE WAIVER REQUEST, ANNUAL ART IN THE PARK

Resolution No. 110808-04

(Carried)

Motion by Councilmember: Hicks
Second by Councilmember: Binder

WHEREAS, the Swartz Creek Chapter of Kiwanis International, a local not-for-profit organization, desires to continue its annual Art Festival in Swartz Creek for the purpose of raising funds to support children’s activities, and

WHEREAS, the previous location for this outdoor event is Elms Park; and

WHEREAS, the event would consist of a set-up day on Friday, August 26th and a Saturday, August 27th show including approximately fifty artists, six food vendors, a “kids’ zone”, pavilion use, overnight RV parking, Saturday vendor and patron parking, private security, and live music; and

WHEREAS, the City may allow exclusive use (Ord. 11-50), as well as overnight ‘sleeping’ within a city park (City Ordinances 11-49) with the written permission of the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council approve the exclusive use of Elms Park for the Third Annual 2011 Kiwanis Art in the Park Festival on August 26-27, 2011, conditional upon Kiwanis providing insurance for the event naming the City and the event as additional insured parties.

BE IT FURTHER RESOLVED that the park fees for the use of park pavilions shall be waived.

Discussion Ensued.

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

ACCEPT DONATION & EXTEND APPRECIATION, CIVIC COMPLEX TREE REMOVAL

Resolution No. 110808-05

(Carried)

Motion by Councilmember: Binder
Second by Councilmember: Hurt

I Move the City of Swartz Creek, with great appreciation, accept the donation of \$600 towards the removal of dead trees within the City Hall / Sr. Center / Library Complex, donation made on behalf of the Del Cutter Family.

Discussion Ensued.

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

Reward Program, Destruction of Municipal Property

Resolution No. 110808-06

(Carried)

Motion by Councilmember: Binder
Second by Councilmember: Krueger

I Move the city of Swartz Creek, create an award incentive program that allows for payment of up to \$500 per incident, amounts based on severity of such damage, for information leading to the arrest and conviction of person(s) responsible for the destructions of municipal property.

Discussion Ensued.

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

Sign Ordinance

(Discussion)

Discussion took place, City Manager Paul Bueche responded that it is a very complex issue and more discussion needs to take place in the near future.

MEETING OPENED TO THE PUBLIC

Jim Florence of 4296 Springbrook Dr. commented on Swartz Ambulance how efficient, courteous and prompt they are. He also commented on a false call to 911 from his house but within minutes police officers from Clayton and Swartz Creek City responded, even with a shortage of employees. Mr. Florence also wanted to thanks the DPS employees for helping with the recent garbage situation with the bin pickup. Mr. Florence also commented about the recent damage and that the reward program sounds like a good idea to him.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath asked how to dispose of the old recycle bins. City Manager Paul Bueche replied to put them right in the new recycle bin or just leave out with other garbage to dispose of it. Councilmember Porath wanted to know if the small businesses could obtain the new bins. City Manager Paul Bueche responded that they should call the City office to be put on a list.

Councilmember Shumaker commented on the Movie in the Park brochure not having all the donors listed on it. City Manager Paul Bueche responded that prior to the movie a slide show lists all the donors.

Councilmember Shumaker commented on the new garbage program having larger bins and wanted to know if the trucks are larger to hold more. City Manager Paul Bueche commented that he didn't think the trucks are any larger. Councilmember Shumaker would like to see the company offer a smaller size bin. City Manager commented that he was told that the claw on the automated truck is not capable of picking up a smaller bin.

Councilmember Hicks commented on the boulevard being cleaned up by Wendy's. Councilmember Binder commented on the 911 calls being dispatched.

Councilmember Binder commented the Family Home and Farm very nice inside. Councilmember Binder also commented on the new garbage system that she really likes it.

Mayor Pro-Tem Krueger wanted to thank the Women's Club for the scholarship they donated this year. His daughter is the one who received it. Mayor Pro-Tem Krueger commented on the fiber optic cables installed for the Intermediate School District, not being used.

Mayor Richard Abrams wanted to let the councilmembers know that the County Board of Commissioners dropped the support to the Mass Transportation Authority for transportation for seniors, in effect October 1, 2011. Mayor Richards Abrams commented old recycle bins great for storage. Mayor Richard Abrams commented that the council offers condolences to councilmember Porath for the recent loss of his father.

Adjournment

Resolution No. 1100808-07

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Krueger

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:55 p.m.

YES: Unanimous Voice Vote.
NO: None. Motion Declared Carried.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

City of Swartz Creek
Special Council Meeting Minutes
Of the Meeting Held
Wednesday July 20, 2011 6:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE SPECIAL COUNCIL MEETING
DATE 07/20/2011
MUNDY TOWNSHIP HALL
3478 MUNDY AVENUE
SWARTZ CREEK MICHIGAN

The Special Multijurisdictional Meeting of the Charter Township of Mundy, the Charter Township of Flint and the City of Swartz Creek was called to order by Supervisor D. Guigear at 6 p.m. at Mundy Township.

Pledge of Allegiance was led by Supervisor Guigear.

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

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, City Treasurer Deanna Korth, City Assessor Heather MacDermaid, City Attorney Dick Figura., City Attorney M. Gildner

Others Present: Boots Abrams, Sharon Shumaker, Tommy Butler, Rick Ballreich, Steve Shumaker

Below are the minutes as recorded by Mundy Township Deputy Clerk Amanda EW Bastuk

MINUTES OF THE CHARTER TOWNSHIP OF MUNDY
MULTIJURISDICTIONAL MEETING WITH
THE CHARTER TOWNSHIP OF FLINT
AND THE SWARTZ CREEK CITY COUNCIL
HELD ON JULY 20, 2011

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The Special Multijurisdictional Meeting of the Charter Township of Mundy, the Charter Township of Flint and the City of Swartz Creek was called to order by SUPERVISOR D. Guigear at 6pm. The Pledge of Allegiance was led by Supervisor Guigear.

MEMBERS PRESENT

The Charter Township of Mundy – B. Morey, Trustee; M. Frost, Trustee; J. Oskey, Treasurer; D. Guigear, Supervisor; F. Belzer, Attorney; T. Ketzler, Clerk; B. Harrison, Trustee and D. Owens, Trustee.

The Charter Township of Flint – S. Wright, Treasurer; F. Kasle, Trustee; B. Vert, Trustee; B. Parker, Trustee; K. Courts, Clerk; P. Goodstein, Attorney; and K. Miller, Supervisor.

The City of Swartz Creek – Council Members: B. Binder; D. Hurt; R. Hicks; M. Shumaker and C. Porath. Also present D. Krueger, Mayor Pro-Tem; R. Abrams, Mayor; M. Gildner, Attorney; R. Figura, Attorney and P. Bueche City Manager.

Supervisor Guigear stated that Christine Andrysiak of Plante & Moran will give a presentation on the topic of shared services. He reviewed information that was provided to board members. Supervisor Guigear requested that audience members that wish to comment complete a form with their name and board chairpersons should relay questions from their members to Ms. Andrysiak.

PRESENTATION BY PLANTE & MORAN – C. Andrysiak

Ms. Christine Andrysiak of Plante & Moran gave a comprehensive presentation on the subject of shared services. Ms. Andrysiak reviewed the history, trends, possibilities, financial implications, financial grants and success stories. She introduced Joe Heffernan, Pam Hill and Tadd Harburn of Plante & Moran.

Supervisor Guigear reviewed what may be accomplished by investigating some form of regionalization.

Discussion regarding implementation of a study and the level of consolidation is being considered, funding and the benefits continued.

PUBLIC COMMENT

Mary Sheridan voiced her concern with implementation of shared services and costs. Russell Riley questioned the shared service agreement between the City of Swartz Creek and Clayton Township. Discussion continued. David Arceo expressed his thoughts on the past and looking toward the future.

Supervisor Guigear explained that there are many types of services that may be shared and benefits to such collaboration. Supervisor Miller noted that Michigan Municipal

MINUTES OF THE CHARTER TOWNSHIP OF MUNDY
MULTIJURISDICTIONAL MEETING WITH
THE CHARTER TOWNSHIP OF FLINT
AND THE SWARTZ CREEK CITY COUNCIL
HELD ON JULY 20, 2011

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League is requiring that the study be put out for bid. Discussion on the history on how the meeting came to be scheduled and the requirement to bid the analysis continued.

Mr. Bueche expressed his thoughts on the need to take action and his recommendation to proceed.

Discussion regarding moving forward with shared services with the three municipalities collaborating without a business case analysis being done continued.

Supervisor Guigear voiced his support of a resolution. Discussion regarding further review of the analysis and how to proceed ensued.


Mr. Bueche stated that the topic will be an item on Monday's agenda. Supervisor Miller stated that action could be taken at the August 1 meeting. Supervisor Guigear stated that he will add the topic to the township's August 25 agenda.

ADJOURNMENT

The meeting was adjourned at 7:50pm.

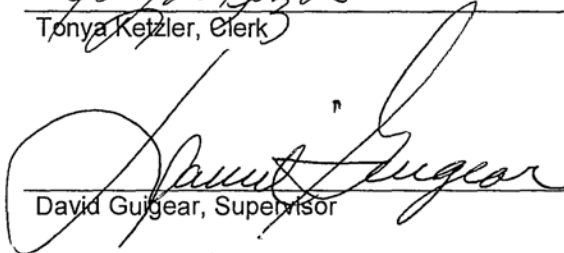
Respectfully Submitted,

7-27-2011
Dated
TK/aeb
Approved:



Tonya Ketzler, Clerk

7-26-2011
Dated
DG/aeb



David Guigear, Supervisor

These minutes were prepared by Amanda EW Bastuk, for Mundy Township

26 July 2011
Dated



Amanda EW Bastuk, Deputy Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
JULY 2011

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	17	0	0	0
#05-649	37	0	0	0
#07-375	80	1	6	0
#05-275	72	8	0	4
#09-401	0	0	45	0
#09-226	18	1	0	0
#10-161	497	8	0	0
TOTAL	721	18	51	4

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 07/01/2011 to 07/31/2011

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	157.000	5.000	1,405.250	38.250
101 301 702.002	CLERICAL	133.000	0.000	947.000	0.000
PROTECTION					
101 301 702.003	UNIFORMED	595.000	64.000	4,145.750	314.750
101 301 702.004	NON-UNIFORMED	0.000	0.000	470.750	5.000
101 301 702.005	TRAFFIC ENFORCEMENT	163.250	32.750	1,240.250	93.750
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	106.000	10.500	928.000	34.000
101 301 702.007	COURT	12.500	2.000	47.000	16.000
TRAINING					
101 301 702.008	TRAINING	0.000	0.000	50.000	5.000
VACATION					
101 301 702.010	VACATION	54.000	0.000	453.000	0.000
HOLIDAY					
101 301 702.011	HOLIDAY	64.000	0.000	360.000	0.000
ABSENT					
101 301 702.012	ABSENT	158.000	0.000	371.500	0.000
FUNERAL LEAVE					
101 301 702.013	FUNERAL LEAVE	0.000	0.000	24.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	19.500	0.000	195.750	4.000
101 302 702.002	CLERICAL	17.000	0.000	135.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	21.250	1.250	194.250	13.750
101 302 702.004	NON-UNIFORMED	0.000	0.000	0.000	1.500

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	72.000	0.000	976.000	43.500
101 303 702.004	NON-UNIFORMED	0.000	0.000	8.000	0.000
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	0.000	0.000	8.000	0.000
LEAVE TIME					
101 303 702.010	VACATION	0.000	0.000	8.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	0.500	1.500	18.500	3.500
TRAINING					
101 304 702.008	TRAINING	12.000	0.000	113.000	7.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	128.000	0.000	584.000	16.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	29.000	0.000	115.000
265 333 702.007	COURT	0.000	2.000	0.000	7.000
NON-PRODUCTIVE					
265 333 702.010	VACATION	40.000	0.000	40.000	0.000
265 333 702.011	HOLIDAY	8.000	0.000	24.000	0.000
	TOTAL ALL HOURS	1,761.000	148.000	12,747.000	718.000

SWARTZ CREEK POLICE DEPT

Total Function Count
Month Ending: 07/31/2011

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	7	42
101 301 003.000	VERBAL WARNINGS	137	651
101 301 004.000	WRITTEN WARNINGS	26	172
101 301 005.000	FELONY ARRESTS	0	30
101 301 006.000	MISDEMEANOR ARRESTS	23	149
101 301 007.000	CALLS RECEIVED	349	1994
101 301 008.000	TRAFF INJ ACCIDENTS	1	30
101 301 009.000	PROP DAMAG ACCIDENTS	6	81
101 301 010.000	SERVICE REQUESTS	31	99
101 301 011.000	MEETINGS	0	7
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	621	4033
101 301 014.000	DESK ASSIGNMENTS	90	715
101 301 015.000	BUSINESS CHECKS	1532	10595
101 301 016.000	VACATION CHECKS	166	2636
101 301 017.000	SUSP PERS CHECKED	39	207
TOTAL FUNCTIONS		3028	21441
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	1	6
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	1	3
101 302 006.000	MISDEMEANOR ARRESTS	0	3
101 302 007.000	CALLS RECEIVED	7	87
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	4
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	3	39
101 302 014.000	DESK ASSIGNMENTS	1	1
101 302 015.000	BUSINESS CHECKS	20	120
101 302 016.000	VACATION CHECKS	0	1
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		33	264
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	1	12
101 303 007.000	CALLS RECEIVED	2	18
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	10	164
101 303 012.000	CONFERENCES	0	1

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	54	633
101 303 014.000	DESK ASSIGNMENTS	0	0
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
TOTAL FUNCTIONS		67	829
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	0	4
101 304 006.000	MISDEMEANOR ARRESTS	0	0
101 304 007.000	CALLS RECEIVED	0	18
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	3
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	2	30
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	0	0
101 304 019.000	VEHICLE SEARCHES	2	25
101 304 020.000	NARCOTIC SEARCHES	1	6
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	0	1
101 304 023.000	POSITIVE TRACKS	0	4
101 304 024.000	NEGATIVE TRACKS	1	6
101 304 025.000	AGENCY ASSISTS	0	2
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		6	100
TOTAL ALL FUNCTIONS		3134	22634

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	07/01/2011	07/31/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1183777		07/03/11	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1183778		07/04/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183779		07/04/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183780-A		07/04/11	MILLER, 7100 BLK	SUSP/REVOKED/NEVER APPL.		
T-1183780-B		07/04/11	MILLER, 7100 BLK	EXCEEDED POSTED SPEED LIMIT		
T-1183876-A		07/05/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1183876-B		07/05/11	MORRISH NEAR MARY ST	NO HAZARD LIGHTS		
T-1183876-C		07/05/11	MORRISH NEAR MARY ST	FAIL TO CHANGE ADDRESS		
T-1183781		07/05/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183782		07/05/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183783		07/05/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183784		07/06/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1184093		07/06/11	MILLER NEAR FORTINO	NUMBER OF PASSENGERS/FAIL T		
T-1179091-A		07/07/11	MILLER AT MORRISH	OWI		
T-1179091-B		07/07/11	MILLER AT MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1183901-A		07/07/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183901-B		07/07/11	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1183902-A		07/07/11	I-69 NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1183902-B		07/07/11	I-69 NEAR MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183902-C		07/07/11	I-69 NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1183785		07/08/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183786		07/08/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183787		07/08/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183788		07/08/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183789		07/08/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183790		07/08/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183791		07/08/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183792		07/08/11	ELMS NEAR MILLER	IMPROPER LANE USE IN TURN/U-		
T-1184094		07/08/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1183793		07/09/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183794		07/09/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183795		07/09/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183877-A		07/09/11	MILLER NEAR RAUBINGER	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1183877-B		07/09/11	MILLER NEAR RAUBINGER	FAILED TO MAINTAIN EQUIPMENT		
T-1183878-A		07/09/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1183878-B		07/09/11	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1183796		07/10/11	ELMS AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1183797		07/10/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183798		07/10/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183799-A		07/10/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183799-B		07/10/11	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1183851		07/10/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183852		07/10/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1178988		07/10/11	MORRISH NEAR FORTINO	SUSP/REVOKED/NEVER APPL.		
T-1183879		07/11/11	MORRISH NEAR I-69	SEAT BELT DRIVER/PASSENGER		
T-1183853		07/11/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		

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	07/01/2011	07/31/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1183854		07/11/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183855		07/11/11	MILLER AT FAIRCHILD	DISREGARDED TRAFFIC SIGNAL/A		
T-1183856		07/11/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183857-A		07/11/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183858		07/11/11	MILLER AT ELMS	NO PROOF INSURANCE/POSSESS		
T-1183859		07/11/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1179020		07/12/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1183880		07/12/11	MILLER NEAR FAIRCHILD	SUSP/REVOKED/NEVER APPL.		
T-1183860		07/12/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183862-A		07/12/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183862-B		07/12/11	ELMS AT MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1183863		07/12/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183864		07/12/11	ELMS AT MILLER	SUSP/REVOKED/NEVER APPL.		
T-1182903		07/12/11	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1183861		07/12/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183881		07/13/11	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1183904-A		07/13/11	MILLER AT I-69	SUSP/REVOKED/NEVER APPL.		
T-1183904-B		07/13/11	MILLER AT I-69	EXCEEDED POSTED SPEED LIMIT		
T-1183904-C		07/13/11	MILLER AT I-69	NO PROOF INSURANCE/POSSESS		
T-1178989		07/14/11	MILLER NEAR SCHOOL	EXCEEDED POSTED SPEED LIMIT		
T-1178990		07/14/11	MILLER NEAR RAUBINGER	EXCEEDED POSTED SPEED LIMIT		
T-1178991		07/14/11	ELMS NEAR MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183905-B		07/14/11	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESS		
T-1183737-B		07/15/11	WB I-69 AT MILLER	SUSP/REVOKED/NEVER APPL.		
T-1183737-C		07/15/11	WB I-69 AT MILLER	UNREGISTERED VEHICLE		
T-1183738		07/15/11	MORRISH NEAR MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1183905-A		07/15/11	MILLER NEAR ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1183906-A		07/16/11	ELMS NEAR I-69	SUSP/REVOKED/NEVER APPL.		
T-1183906-B		07/16/11	ELMS NEAR I-69	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1183906-C		07/16/11	ELMS NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1183865		07/17/11	ELMS AT MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1183866		07/17/11	SEYMOUR NEAR CHESTERFIELD	EXCEEDED POSTED SPEED LIMIT		
T-1179092		07/17/11	MILLER NEAR MORRISH	SEAT BELT DRIVER/PASSENGER		
T-1179093		07/17/11	MILLER NEAR RAUBINGER	SEAT BELT DRIVER/PASSENGER		
T-1183882		07/18/11	ELMS NEAR PARKRIDGE	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1183867		07/18/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183868		07/18/11	ELMS AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1183869		07/18/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183870		07/18/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183871		07/18/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183872		07/18/11	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/A		
T-1183873		07/19/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183874		07/19/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183826		07/19/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183827		07/19/11	ELMS AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1183739-A		07/20/11	MILLER NEAR HOLLAND	SUSP/REVOKED/NEVER APPL.		

Tickets so far: 92	Charges so far: 92	Fines Subtotal: 0.00
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Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	07/01/2011	07/31/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1183739-B		07/20/11	MILLER NEAR HOLLAND	IMPROPER PLATE DISPLAY		
T-1184095		07/20/11	ELMS NEAR MILLER	IMPROPER LANE USE IN TURN/U-		
T-1184096		07/20/11	ELMS NEAR MILLER	IMPROPER LANE USE IN TURN/U-		
T-1184097		07/20/11	MILLER NEAR ELMS	FAIL TO SIGN REGISTRATION/NO		
T-1179094		07/21/11	MILLER NEAR SCHAFER	SUSP/REVOKED/NEVER APPL.		
T-1178992		07/22/11	MILLER NEAR WINSTON	SEAT BELT DRIVER/PASSENGER		
T-1183828		07/23/11	KALLAS HEATING -- MILLER, 8121	SUSP/REVOKED/NEVER APPL.		
T-1178993		07/24/11	PARKING LOT -- DRAGON ONE	MINOR IN POSSESSION		
T-1184098		07/24/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1183907		07/25/11	MORRISH NEAR I-69	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1183829		07/25/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183830		07/25/11	ELMS AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1183821		07/25/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183832		07/25/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183833		07/25/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183834		07/25/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1179095		07/26/11	MILLER NEAR ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1183835		07/26/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183836		07/26/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183839		07/26/11	MILLER NEAR SEYMOUR	NOISY MUFFLER AND/OR EXCESSE		
T-1183840		07/26/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183841		07/26/11	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1183842		07/27/11	ELMS NEAR MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183843		07/27/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183844		07/27/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183845		07/27/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183846		07/27/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183847		07/27/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183848		07/27/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183849		07/27/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1183850		07/27/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183801		07/27/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1178994		07/29/11	ELMS AT MILLER	IMPROPER LANE USE IN TURN/U-		
T-1178995		07/29/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1178996		07/29/11	MILLER NEAR ELMS	IMPROPER LANE USE IN TURN/U-		
T-1183908		07/29/11	MORRISH NEAR MILLER	NO TAIL/BRAKE LIGHTS		
T-1179096		07/29/11	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1183909		07/30/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
Tickets Total: 130		Charges Total: 130		Fines Total:		0.00

Uniform Crime Report

Report Criteria:

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

Class	Description	JULY 2010	JULY 2011	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	1	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	1	1
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	0
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	0	1
1300-1	NONAGGRAVATED ASSAULT	4	4	25
1300-2	AGGRAVATED/FELONIOUS ASSAULT	0	0	4
1300-3	INTIMIDATION/STALKING	1	0	6
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	6	2	16
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	2
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	1	2
2300-3	LARCENY - THEFT FROM BUILDING	2	1	8
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	4	1	11
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	1	0	0
2300-7	LARCENY - OTHER	4	3	17
2400-1	MOTOR VEHICLE THEFT	1	1	3
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	0	3
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	2
2600-2	FRAUD - CREDIT CARD/ATM	1	3	9
2600-3	FRAUD - IMPERSONATION	0	0	4
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	1
2600-6	FRAUD - BAD CHECKS	0	0	6
2700-0	EMBEZZLEMENT	0	0	0
2800-0	STOLEN PROPERTY	0	0	1

Uniform Crime Report

Report Criteria:

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

Class	Description	JULY 2010	JULY 2011	YR TO DATE
2900-0	DAMAGE TO PROPERTY	4	5	20
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	0
3000-2	RETAIL FRAUD - THEFT	0	0	1
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	2	2	12
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	0	0	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	1	0	0
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	0	0	4
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	1	0	3
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	3	1	9
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	1
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	0	0	2
5300-2	PUBLIC PEACE - OTHER	0	1	2
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	3	1	13
5400-2	OUIL OR OUID	0	1	13
5400-3	DRIVING LAW VIOLATIONS	10	11	54
5500-0	HEALTH AND SAFETY	3	1	8
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	2	2
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	1	0	1

Uniform Crime Report

Report Criteria:

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

Class	Description	JULY 2010	JULY 2011	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	0
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	4	5	59
9300-2	NON-TRAFFIC PDA	1	4	36
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	3	8
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	4
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	10	2	57
9800-5	ALARMS	0	0	0
9800-6	CIVIL	1	0	4
9800-7	SUSPICIOUS SITUATION	3	2	8
9800-8	LOST AND FOUND PROPERTY	4	4	14
9800-9	OVERDOSE	0	0	0
9900-1	SUICIDE	3	1	2
9900-2	DOA - NATURAL	0	0	7
9900-3	MISSING PERSON	1	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	2	1	12
9900-9	GENERAL - NON CRIMINAL	3	1	21

Uniform Crime Report

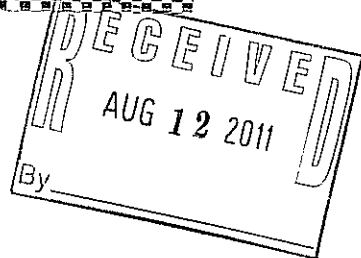
Report Criteria:

Start File Class End File Class Print Zeros?

0100-0 9900-9 Yes

Class	Description	JULY 2010	JULY 2011	YR TO DATE
Totals:		85	65	499

DATE: AUGUST 15, 2011
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIRE AUTHORITY AGENDA



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

- II. APPROVAL OF MINUTES
 - A. JULY 18, 2011 MEETING:

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

- IV. PROFESSIONAL SERVICE REPORTS:
 - A. JULY FINANCIAL REPORT:

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

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

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

 - B. 2011 PROPOSED BUDGET APPROVAL STATUS:
 - Swartz Creek approved their portion in November 2010.*
 - Clayton Township: a July 20, 2011 email from Treasurer Dale Jones (attached)*

C. STATUS REPORT OF FEMA GRANT:

- 1. Turn out gear has been ordered.

D.

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION:

- 1. Robert Fitzpatrick, is a former firefighter from Gaines Township. Robert has 4 1/2 year experience and is certified Firefighter II & Company Officer I & II. He will be assigned to station 1.

Chief Cole recommends placing Robert Fitzpatrick on one year probation with the Swartz Creek Area Fire Department pending results of his back ground check and physical results.

B. MEMBERS ELIGIBLE TO COME OFF PROBATION:

- 1. Chad "Joe" Thornton, hired August 16, 2010, is assigned to station 1. Joe has completed the requirements of his probationary status.

Chief Cole recommends placement of Chad Thornton on regular status with the Swartz Creek Area Fire Department.

C. MEMBERS RESIGNING/TERMINATING:

- 1. Lieutenant Rich Tesner, assigned to station 2, submitted his resignation (attached) dated July 31, 2011, effective August 15, 2011. Rich was originally hired on June 17, 2002. He was promoted to Lieutenant on February 21, 2005.

Chief Cole recommends accepting Lieutenant Richard Tesner's resignation with regret.

- 2. Firefighter Anthony Davis, assigned to station 2, submitted his resignation (attached) dated August 3, 2011, effective August 31, 2011. Anthony was originally hire on September 20, 2004. Anthony completed his pump operator training in 2010. He is currently the President of the Firefighters Association.

Chief Cole recommends accepting Firefighter Anthony Davis' resignation with regret.

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. THERMAL IMAGER(S): Below is a break down of the grant money available for Thermal Imager(s) purchase(s).

Funding Source	Thermal Imager
Hundred Club of Flint	\$3,000.00
Bikin-4-Burns	\$4,620.00
Donations & associated activities during Bikin-4-Burns (in association account)	\$1,979.00
Total	\$9,599.00

Below is a break down of the bids received including compliance:

Vendor	Pricing for Single TI	Pricing for two TI's	Non-Compliance
Apollo Fire Equip	\$12,300.00	\$23,600.00 (\$11,800.00 each)	1. Heat Measure up to 1,040 degrees 2. With stand 1,000 degrees max
Douglass Safety	\$8,355.00	\$16,710.00 (same price each for two)	N/A
Time Emergency	\$8,950.00	\$17,780.00 (\$8,890.00 each)	1. Heat Measure up to 1,100 degrees 2. With stand 1,100 degrees max

The Douglass Safety bid for two cameras is \$16,710.00. Subtracting the grant amounts of \$9,599.00, the amount unfunded is \$7,111.00.

Chief Cole requests permission to purchase two (2) ISG Elite Thermal Imager packages from Douglass Safety in the amount of \$16,710.00 with \$9,599.00 in grants and \$7,111.00 from line item 4976 Fire Equipment.

F. GRASS 27 SKID UNIT REPLACEMENT: Opening of the sealed bids.

Chief Cole requests permission to analyze the bids received, submit a qualified bid amount to the City of Swartz Creek and Charter Township of Clayton for consideration and return with a recommendation at the September 19 Fireboard meeting.

G. DESKTOP COMPUTERS PURCHASE REQUEST: The 2011 budget provides for the replacement of aging computers. One has been purchased for \$449.95 on eBay. Continued searching for the same type of computer results in amounts between \$575 to \$625 each. The timing of internet purchases due to offer expirations, do not allow for timely Fireboard approval.

Chief Cole requests permission to monitor prices and purchase two (2) desktop computers, limiting the amount to \$1,250.00 plus shipping out of the 2011 budget.

H. 2012 BUDGET: Attached is the proposed 2012 SCAFD budget.

I. PURCHASE OF REPLACEMENT TIRES: Due to age and/or wear, tires need to be replaced on three apparatus. Engine 12, 4 rear tires. Engine 11, 2 steering tires. Tanker 23, 2 steering tires. Quotes were received from 3 vendors. There is only one local vendor for these size tires. The other vendors contacted are from Bay City and Howell. The amounts include installation.

Vendor/Location	Amount
Jerry's Tire, Flint (formerly Scott's Tire)	\$2,539.76
Belle Tire, Bay City	\$3,631.20
Windfoot Commercial Tire, Howell	\$4,674.96

Chief Cole requests permission to purchase 8 tires, including installation, from Jerry's Tire in the amount of \$2,539.76.

J.

K.

VIII. GENERAL INFORMATION:

A. MUNICIPAL BILLINGS for July

B. JULY BILLS LIST

C. Flowers fund balance \$35.00

D. The annual Genesee County Fallen Firefighter Memorial Tribute is scheduled to be held on Saturday, September 10, starting at 11:00AM. Your packet includes an invitation. Additional information and photos of the most recent event can be found on line at <http://www.scafd.com/gcfamem.html>

E. Thank you email from Gaines Township Fire Chief Miller

F. Organizational Chart effective August 11, 2011.

G. Chief Cole will be on vacation from August 16 through August 28 and September 2 through September 11.

H.

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 FIRE AUTHORITY:

XII. COMMENTS FROM FIRE AUTHORITY MEMBERS:

XIII. MEETING ADJOURNMENT:

REGULAR MEETING

JULY 18, 2011

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, July 18, 2011. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

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

Board Members Absent:

- City Representative, Ray Thornton

Staff Present:

- Fire Chief, Brent Cole
- Assistant Chief Eric Merriam
- Attorney, Bill Cavanaugh

Staff Absent:

- Acct./Clerical, Kim Borse

Others Present:

- Batt. Chief Jack King,
- Captain Steve Tabit
- Firefighter Karen Merriam
- Firefighter Jeff Kelley

C. AGENDA: ADDITIONS/CHANGES/DELETIONS:

- **Resolution 071811-01**

Motion by Rick Derby

Second by Norvel Johnson

The SCAFD Board does hereby approve the addition of VII.E. to the agenda and approve the agenda as amended.

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

NO: None

Motion declared carried

D. SPECIAL PRESENTATION: NONE

II. APPROVAL OF MINUTES

A. JUNE 20, 2011 BOARD MEETING

- **Resolution 0718011-02**

Motion by Rick Derby

Second by Dave Hurt

The SCAFD Board does hereby approve the minutes of the June 20, 2011 board meeting, as presented.

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

NO: None

Motion declared carried

III. CORRESPONDENCE:

A. JUNE INCIDENT SUMMARY REPORT:

- **Resolution 071811-03**

Motion by Dave Hurt

Second by Norvel Johnson

The SCAFD Board does hereby accept the June 2011 Incident Summary, as presented

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

NO: None

Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. JUNE FINANCIAL STATEMENT:

- **Resolution 071811-04**

Motion by Rick Derby

Second by Dave Hurt

The SCAFD Board does hereby approve the June 2011 financial statement, as presented

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

NO: None

Motion declared carried

V. COMMITTEE REPORTS:

- A. BY-LAWS COMMITTEE MEETING: NONE
- B. HEALTH & SAFETY COMMITTEE: NONE
- C. PERSONNEL COMMITTEE:

- Resolution 071811-05

Motion by Dave Hurt

Second by Rick Clolinger

The SCAFD Board does hereby approve the Fire Chief's evaluation, as presented

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

NO: None Motion declared carried

- D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Greg Childers reported the agreement has not been approved by Clayton Township. Treasurer Jones has been appointed to meet with City Manager Bueche.

VI. OLD BUSINESS

- A. APPARATUS UPDATE:

- 1. Monthly report from Batt. Chief King

- B. 2011 BUDGET UPDATE:

- 1. City: Approved

- 2. Township: Greg Childers reported concerns remain.

- C. FEMA GRANT STATUS:

Chief Cole reported all the portable radios and accessories, helmets and the washing machine have been received and paid for. The turn out gear has been ordered.

VII. NEW BUSINESS

- A. MEMBER(S) TO BE PLACED ON PROBATION:

- 1. John Williams, for station 1, applied on June 28, 2011, with experience from departments in Illinois and Florida. A letter of understanding (attached) has been signed by the applicant allowing him to challenge the state written and practical testing scheduled for September 24.

- Resolution 071811-06

Motion by Dave Hurt

Second by Norvel Johnson

The SCAFD Board does hereby accept the recommendation of Chief Cole to place John Williams on probationary status with the Swartz Creek Area Fire Department, stipulated by the letter of understanding attached.

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

NO: None Motion declared carried

- B. MEMBER TO COME OFF PROBATION: NONE

- C. MEMBERS RESIGNING/TERMINATING: NONE

- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

- E. OPENING OF THERMAL IMAGING CAMERA SEALED BIDS:

- Resolution 071811-07

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby direct Chief Cole to analyze the bids received and return with a recommendation at the August 15 Fireboard meeting..

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

NO: None Motion declared carried

HUNDRED CLUB OF FLINT GRANT APPROVAL

- Resolution 071811-08

Motion by Rick Derby

Second by Rick Clolinger

The SCAFD Board does hereby approve the purchase of 15 hoods and 11 sets of boots from Douglass Safety in the amount of \$1,808.72 with reimbursement after proof of purchase by the Hundred Club of Flint.

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

NO: None Motion declared carried.

- F. GRASS 27 SKID UNIT REPLACEMENT:

- Resolution 071811-09

Motion by Norvel Johnson

Second by Dave Hurt

The SCAFD Board does hereby give permission to Chief Cole to seek sealed bids from appropriate vendors using the specifications presented for opening at the August 15, Fireboard meeting.

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

NO: None Motion declared carried

VIII. GENERAL INFORMATION

- A. MUNICIPAL BILLINGS

B. JUNE BILLS LIST

C. FLOWERS FUND BALANCE IS \$15.00

IX. OPEN TO THE PUBLIC: NONE

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

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

XII. COMMENTS OF THE FIREBOARD:

Hurt Pass.
Derby: Welcome to John Williams and best wishes passing the challenge testing.
Johnson: Welcome to John Williams. Will not be present for the August Fireboard meeting.
Childers: No comment.
Clolinger: No comment.
Messer: Good luck to John Williams during his challenge testing.

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:37 p.m. The next regular meeting will be 08/15/11 at Station 1 at 7:00 pm

MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

BRENT COLE
FIRE CHIEF
SWARTZ CREEK AREA FIRE DEPT.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Seven Months Ending July 31, 2011

	Description	Current Mth	Y-T-D	Budget	Remain. Budget	% Budget
Revenues						
3582	OPERATING CONTRIBU	82,347.02	194,860.91	212,562.00	17,701.09	(0.92)
3583	EQUIPMENT CONTRIBU	13,078.00	39,234.00	52,312.00	13,078.00	(0.75)
3628	MISC. INCOME (SUNDR	0.00	14.00	0.00	(14.00)	0.00
3630	GRANT INCOME	4,448.00	38,806.00	0.00	(38,806.00)	0.00
3664	INVESTMENT INCOME	10.38	62.01	120.00	57.99	(0.52)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	99,883.40	272,976.92	264,994.00	(7,982.92)	(1.03)
Expenses						
4703	SOCIAL SECURITY	807.65	9,861.57	10,800.00	938.43	0.91
4704	STAFF SALARIES	2,746.56	21,257.93	42,500.00	21,242.07	0.50
4705	MAIN/TRAIN-SALARIES	915.00	5,468.00	10,900.00	5,432.00	0.50
4706	OFFICER SALARIES	1,040.00	6,870.00	15,000.00	8,130.00	0.46
4707	FIREFIGHTERS SALARY	5,856.43	28,244.92	60,000.00	31,755.08	0.47
4708	DEFERRED COMPENSA	265.00	1,390.00	2,500.00	1,110.00	0.56
4709	MEDICAL-FIREFIGHTER	115.00	3,267.84	4,500.00	1,232.16	0.73
4727	OFFICE SUPPLIES	234.37	1,141.36	1,000.00	(141.36)	1.14
4728	BUILDING SUPPLIES	98.96	194.09	700.00	505.91	0.28
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	477.47	4,078.85	8,000.00	3,921.15	0.51
4801	CONTRACT SERVICES	30.00	4,370.00	5,800.00	1,430.00	0.75
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	262.37	2,002.74	3,420.00	1,417.26	0.59
4910	INSURANCE	0.00	19,343.00	26,000.00	6,657.00	0.74
4920	UTILITIES	672.66	8,645.92	17,000.00	8,354.08	0.51
4960	EDUCATION & TRAININ	147.64	1,521.14	4,562.00	3,040.86	0.33
4970	OFFICE EQUIPMENT	0.00	160.90	240.00	79.10	0.67
4976	FIRE EQUIPMENT	32,761.00	35,188.00	25,600.00	(9,588.00)	1.37
4978	FIRE EQUIP.-MAINT/REP	511.65	6,400.18	24,072.00	17,671.82	0.27
4979	FIRE EQUIPMENT-UPGR	6,235.00	6,235.00	0.00	(6,235.00)	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparat	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 EQUIPMENT	0.00	0.00	1,800.00	1,800.00	0.00
4988	COMPUTER SOFTWARE/	0.00	300.00	600.00	300.00	0.50
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	53,176.76	165,941.44	264,994.00	99,052.56	0.63
	Net Income/<Loss>	46,706.64	107,035.48	0.00		
3400	FUND BALANCE-Beginni	0.00	84,126.45	0.00		
	Fund Balance-End of Year	46,706.64	191,161.93	0.00		

AS OF: August 11, 2011
TO: Swartz Creek Area Fire Authority
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 1	In service.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
	July 19: Taken to Speedy Muffler to have rear brakes analyzed. Cost to repair both rear brakes \$234.85.		
27	79 Grass Rig	Station 2	In service.

NOTE: An analysis of tire replacement needs was performed with a recommendation being presented at the August 15 Fireboard meeting.

Chief Brent Cole

From: Dale R Jones [dj@ridgelot.com]
Sent: Wednesday, July 20, 2011 17:37
To: 'Chief Brent Cole'; 'Brian Sepanak'; 'Milem-Dennis(ClyInTwpClerk)'; sgehringer@juno.com; supervisor@claytontownship.org; caratelm@aol.com; clerk@claytontownship.org; kapraun@chartermi.net; gregmotorcity@aol.com; treasurer@claytontownship.org; dj@ridgelot.com
Cc: 'Messer-Mike'; 'Messer-Mike(MTA)'
Subject: SCAFD - Clayton Emergency Budget Resolution

Brent

I signed the check for the second half of the fixed operating costs per our emergency budget resolution and it is in the mail for tomorrow.

I expect to receive by Friday, markups of the operating agreement for the SCAFD from all the board members and will be meeting with Attorney Tucker next week to review and finalize the agreement from a Clayton Position. Once this is done I have been delegated the responsibility of meeting with Paul Bueche to discuss the agreement and bring it closer to a mutually accepted agreement both entities can agree approve.

Respectfully submitted
Dale R Jones
Treasurer
Clayton Charter Township

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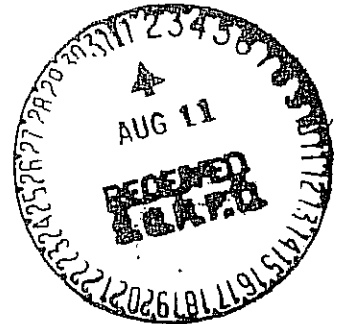
Checked by AVG - www.avg.com

Version: 10.0.1390 / Virus Database: 1518/3776 - Release Date: 07/20/11

Lt. Richard Tesner
8395 Cole Creek Crossing
Flushing, MI 48433
(810) 240-7511
rltesner@yahoo.com

July 31, 2011

Fire Chief Brent Cole
and the Swartz Creek Area Fire Board
Swartz Creek Fire Department
8100 Civic Drive
Swartz Creek, MI 48473
(810) 635-2300



Dear Chief Cole and the distinguished members of the Swartz Creek Area Fire Board,

It is with much regret and sadness that I announce my resignation from the Swartz Creek Area Fire Department, effective August 15, 2011. Over the last several months, it has become evident that I am no longer able to fulfill the essential functions of a fire lieutenant and/or firefighter because of recent familial changes and health concerns.

I have found that as my kids continue to get older, they are becoming increasingly involved in school and extracurricular activities. This has increased my time commitment to family activities and has significantly reduced my availability for the department.

In addition, I have recently been experiencing reoccurring back pain that has limited my ability to respond to alarms. My condition, known as lumbar spinal stenosis, is a narrowing of the spinal column that can squeeze and irritate nerves that branch out from the spinal cord. This could greatly affect my ability to perform fire suppression activities and therefore become a safety risk for my fellow firefighters and myself.

On a brighter note, I believe it is important to recognize that Chief Cole has been, and continues to be, an outstanding administrator and mentor. I will greatly miss his professional guidance. I thank the Fire Board, Chief Cole, the SCAFD officers, firefighters, and staff for their friendship and support during the last nine years. I will greatly miss their comradery and the personal satisfaction of serving the community as a member of a highly professional fire department.

Respectfully,

Richard Tesner
Richard Tesner, MPA

Anthony Davis
2326 Morrish Road
Swartz Creek, MI 48473

August 3, 2011

Fire Chief Brent Cole
Swartz Creek Area Fire Department
8100 Civic Drive, Suite B
Swartz Creek, MI 48473



Dear Chief Cole:

Thank you for the opportunity to serve for the last seven years as a firefighter at the Swartz Creek Area Fire Department. My experience as a firefighter has been rewarding, but I have decided to move out of the area. Please accept this letter as my notice of resignation, with my last day of employment being Wednesday, August 31, 2011.

Respectfully,

A handwritten signature in black ink, appearing to be "Anthony Davis". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Anthony Davis

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

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

INVOICE

Invoice Number: 081012
 Invoice Date: Aug 10, 2011
 Page: 1
 Duplicate

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

Ship to:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Customer ID	Customer PO	Payment Terms	
CLAY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Counter		8/31/11

Quantity	Item	Description	Unit Price	Amount
108.50	FIRE02	FIRE SERVICE 07/2011	12.35	1,340.48

Subtotal	1,340.48
Sales Tax	
Total Invoice Amount	1,340.48
Payment/Credit Applied	
TOTAL	1,340.48

Check/Credit Memo No:

1340.48

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

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

INVOICE

Invoice Number: 081011
 Invoice Date: Aug 10, 2011
 Page: 1
 Duplicate

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

Ship to:
CITY OF SWARTZ CREEK 8083 CIVIC DRIVE SWARTZ CREEK, MI 48473

Customer ID	Customer PO	Payment Terms	
CITY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Counter		8/31/11

Quantity	Item	Description	Unit Price	Amount
199.50	FIRE02	FIRE SERVICE 07/2011	12.24	2,441.98

Subtotal	2,441.98
Sales Tax	
Total Invoice Amount	2,441.98
Payment/Credit Applied	
TOTAL	2,441.98

Check/Credit Memo No:

2441.98

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

					31-Jul-11
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
7/11/2011	15780	CHARTER	\$62.62	4850	PHONE STA 2
7/11/2011	15781	CLAYTON TWP	\$40.51	4920	SEWER-STA 2
7/11/2011	15782	SCAFA	\$352.00	22024	ASSOC. DUES
7/11/2011	15783	FIRE SERVICE MGT	\$28.95	4741	T/O GEAR CLEANER
			\$7.51	4727	SHIPPING
7/11/2011	15784	FLEET PRIDE	\$32.50	4741	BACK UP LAMP
7/11/2011	15785	FRIEND OF THE COURT	\$104.55	22026	FOC
7/11/2011	15786	GILL ROYS	\$3.58	4728	KEYS
			\$5.81	4741	EQUIPMENT SUPPLIES
7/11/2011	15787	ICMA	\$437.03	22023	DF COMP EE PORTION
			\$265.00	4708	DF COMP ER PORTION
7/11/2011	15788	J&K CANVAS	\$45.00	4978	HOSE COVER REPAIR
7/11/2011	15789	MCLAREN	\$115.00	4709	PHYSICAL
7/11/2011	15790	MOTOROLA	\$32,761.00	4976	RADIOS/SPEAKERS/BELT CLIPS
7/11/2011	15791	SHIAWASSEE CO FIREMENS	\$75.00	4960	MEMBERSHIP
7/11/2011	15792	STATE OF MICHIGAN	\$302.09	22022	06/11 STATE TAX
7/11/2011	15793	SUBURBAN AUTO	\$12.88	4741	CHOP SAW BLADE/SWITCH
7/11/2011	15794	TRI COUNTY DIESEL	\$225.80	4978	OIL
7/11/2011	15795	VALLEY PETROLEUM	\$116.22	4741	FUEL
7/18/2011	15796	CITY OF SWARTZ CREEK	\$389.67	4920	UTILITIES STA 1
7/18/2011	15797	COMCAST	\$199.75	4850	PHONE/INTERNET STA 1
7/18/2011	15798	CONSUMERS ENERGY	\$242.48	4920	UTILITIES STA 2
7/18/2011	15799	GREAT LAKES LAUNDRY	\$6,235.00	4979	WASHING MACHINE
			\$145.00	4727	SHIPPING
7/18/2011	15800	PETTY CASH	\$6.00	4978	CHAIN SAW BLADE SHARPENING
			\$48.32	4727	POSTAGE/STAMPS
7/18/2011	15801	VISA	\$95.38	4728	BUILDING SUPPLIES
			\$72.64	4960	REHAB SUPPLIES/DEVELOPING
			\$98.83	4741	CAMERAS FOR TRUCKS
			\$33.54	4727	POSTAGE
7/25/2011	15802	ICMA	\$70.00	22023	DF COMP EE PORTION
7/25/2011	15803	TRUDY ONORE	\$30.00	4801	CLEAN STA 1
7/25/2011	15804	SPEEDY MUFFLER & BRAKES	\$234.85	4978	41-26 REAR BRAKES
7/25/2011	15805	VALLEY PETROLEUM	\$182.28	4741	FUEL
			(\$302.09)	22022	06/11 STATE TAX
			\$2,205.69	22021	07/11 SOC SEC PAYABLE
			\$307.69	22022	07/11 STATE TAX PAYABLE
			\$6,793.94	1002	07/13 PAYROLL
			\$1,094.74	1002	07/27 PAYROLL
		TOTAL	\$53,176.76		43

VOID CHECKS:

17

Chief Brent Cole

From: gatwpfdch1@aol.com
Sent: Thursday, August 04, 2011 08:40
To: bdcollection@scafd.com; eblight@mundytwp-mi.gov
Subject: AMA

Chiefs;

Please pass along our thanks to your department members who responded so quickly to our recent fires at 9218 Baldwin Rd. and 9347 Beers Rd. Both fires came at critical times for our department because of work schedules and vacations. It is obvious that our AMA works and is appreciated. Your quick response saved our home owners possible extensive damage. I have always said that the residents don't generally care who's name is on the side of the truck when their property is in danger, all they want is the a fire department. Again thank your membership.

Chief Bill Miller

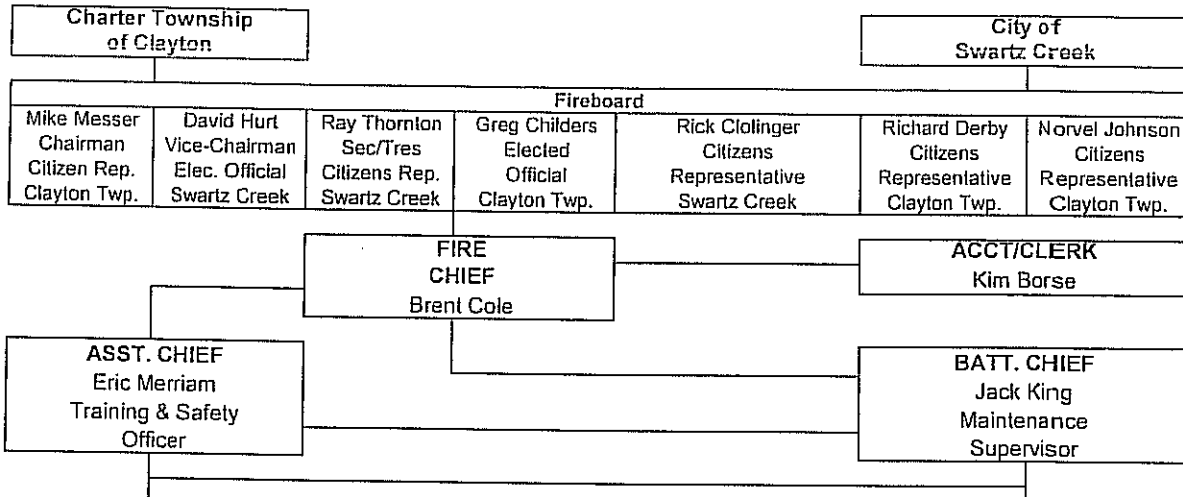
No virus found in this message.

Checked by AVG - www.avg.com

Version: 10.0.1390 / Virus Database: 1518/3810 - Release Date: 08/04/11

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. Brendt 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				SGT James Barr II			
FF Greg Baker				FF James Bowers			
FF Rick Castano				FF Anthony Davis		01/18/05	
<i>FF Leah Farnsworth</i>			09/20/11	FF Lori McKerracher		05/31/01	
FF Tiffany Forbes	9/16/2011			FF Tim McKnight			
<i>FF Chad Thornton</i>			08/16/11	FF Dan Merriam			
FF Daniel Hill				FF Karen Merriam			
FF Jeffrey Jarrad	9/6/2011			FF Mark Merriam			
FF Jeffrey Kelley				FF Ann Samida			
FF Todd Kimbrue				FF Bill Samida			
FF Dale Link				FF Steve Webster			
FF Scott Martin				FF Joe Yambrick		7/20/09	
FF Walter Melen							
FF Brian Scott							
SGT Kevin VanArsdale		04/15/04					
FS Bob Plumb							
RO Valerie Dow							
On personal leave/Medical=		2		On personal leave/Medical=			0
Suspended=		0		Suspended=			0
Non-Probationary Total =		12		Non- Probationary =			12
Probationary Total =		2		Probationary =			0
Firefighter Subtotal =		16		Firefighter Subtotal =			12
Radio Operators =		1		Radio Operators =			0
Support =		1		Support =			0
Station Personnel Total =		18		Station Personnel Total =			12

(1) probation to be extended due to medical leave

Total Officers =	8
Total Firefighters=	28
Support	1
Radio Operators =	1
Total =	38

Name in italics = probationary status

Font = Suspension

Font = Leave of absence or sick leave

Effective: 8/11/2011

Officers (Excluding Sergeants) =	8
Active non-probationary =	24
Active probationary =	2
Active Radio Operators =	1
Support	1
Suspended=	0
Medical or extended leave =	2
Total dept. force =	38

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ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

2011 LOCAL STREET PAVING CITY OF SWARTZ CREEK Preconstruction Meeting Minutes August 11, 2011

- A. *Attendees:* Sign in sheet (see attached)
- B. *Project schedule*
- ▶ Contract times were discussed including the completion date of October 31, 2011.
 - ▶ The contractor's progress schedule was reviewed (see attached). Work for each subdivision was shown as a separate project per contract documents. The contractor inquired if some work could be done concurrently. The city indicated it would be okay to do some work simultaneously such as curb removal and replacement.
 - ▶ The contractor indicated he would be in next week to spray weeds.
- C. *Contact person for project*
- ▶ Tom Gatza of Ace Asphalt indicated that he would be the project manager on this project, and provided Ace's 24 hour emergency contact sheet for the project (see attached).
- D. *Subcontractors*
- ▶ Tom Gatza provided a list of subcontractors (see attached list)
- E. *Construction Observation*
- ▶ ROWE indicated they will be providing full time observation, staking and testing for the project.
- F. *Contract Documents*
- ▶ Bonds/Insurance – The contractor indicated that contracts would be sent to ROWE within the next day for review of the bonds and insurance.
 - ▶ Agreement – After ROWE has reviewed the bonds and insurance, the city will be able to sign agreement and notice to proceed.
- G. *The following miscellaneous items were discussed*
1. **Resident notification during construction**
ROWE indicated that it would be necessary to notify residents prior to paving operations.
 2. **Maintaining Traffic**
ROWE emphasized the importance of maintaining traffic during all phases of construction.
 3. **Heritage Access**
ROWE provided a map showing the construction access just east of Heritage that will need to be used by all construction traffic during the project.
 4. **Additional Work**
The city requested quotes from the contractor for additional repair work throughout the city; the following areas were discussed:

- Miller and Fairchild Approach – The city will need two prices; one for mill/resurface (3”) and complete removal and replacement of the Fairchild approach. Both options will involve removal and replacement of presence loops; ROWE will provide construction details showing the location and specs for the loops.
- Miller and Winston Approach – The city will need prices for the same alternatives listed above with the exception of the presence loops as there is no traffic signal at this intersection.
- Winchester Village – The city requested a quote for a 1.5” mill/resurface on Winchester from Worchester to Durwood and Chesterfield from Winchester to Seymour. A quantity should be included to provide some full bituminous repairs along these routes.

Attachments:

- ▶ Sign-in sheet
- ▶ Progress schedule
- ▶ Contractor emergency contact sheet
- ▶ List of subcontractors

Prepared by:



ROWE PROFESSIONAL
SERVICES COMPANY
P.O. Box 3748 | Flint, MI 48502

R:\Projects\11C0022\Does\precon-minutes.doc

REFUSE, TRASH & RECYCLABLES COLLECTION AGREEMENT
Between
CITY OF SWARTZ CREEK
And
TRI-COUNTY REFUSE SERVICE, D.B.A. REPUBLIC SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into this 22nd day of August, 2011, by and between the **City of Swartz Creek**, a municipal corporation, of 8083 Civic Drive, Swartz Creek Michigan 48473 (hereafter "**City**"), and **Tri-County Refuse Service Inc, dba Republic Services of Flint** 3328 Torrey Road, Flint Michigan 48507; a Michigan limited liability company, (hereafter, the "**Contractor**").

The City and Contractor agree as follows:

1. TERM.

The term of this Agreement shall begin on July 1, 2011 (the "Effective Date") and shall expire on June 30, 2016.

This Agreement may be extended upon mutual agreement by the City and Contractor.

2. SCOPE OF WORK

The Contractor is granted the sole and exclusive franchise, license and right within the geographic limits of the City and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide carted refuse and carted recyclable material collection, removal and disposal services as specified in this Agreement, and to perform all of the work called for within this Agreement.

3. DEFINITION OF TERMS.

Bulky Items – defined as any item larger than what the Cart can accommodate. This would include items such as stoves, water tanks, washing machines, furniture, swing sets, patio furniture, chairs, couches, bed springs, water heaters, and other large waste materials. Those items containing CFC's (Freon bearing appliances such as refrigerators, air conditioners and freezers) will be collected, at no additional charge.

Cart – The term "cart" (aka "curb cart" or "tote") shall be defined as one (1) ninety-five (95) gallon wheeled container, for the use by City Residents to contain either their weekly Residential Refuse or recyclable Material. A cart may be either a Refuse Cart or a Recycle Cart, either of which is defined as follows:

Refuse Cart – is defined as one (1) 95 gallon wheeled blue container/blue top to contain all refuse, trash, and/or garbage as generated by the resident and/or small commercial entity.

Recycle Cart – is defined as one (1) 95 gallon wheeled blue container/green lid to contain all single stream recyclable material as generated by the resident and/or small commercial entity.

Hazardous Waste (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic

Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

Noncollectable Materials – Neither the term solid waste nor “bulky Item” shall include organic or otherwise putrescible animal or vegetable matter; yard waste and debris, ashes, cinders or floor sweepings; whole tires; carbonated beverage containers; dead animals; hazardous waste; auto engines and/or chassis parts; metal drums, liquids of any kind or any other material banned from the landfills as per state statute.

Refuse - discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof, including waste generated by agricultural operations.

Recyclable Material - solid waste taken out of the waste stream to be reused, such as newsprint, aluminum, glass, plastic #1 - #7, metals etc.

Residential Unit - a group of rooms located within a building and forming a single inhabitable unit with facilities which are used (or are intended to be used) for living, sleeping, cooking and eating and which are occupied or otherwise habitable.

4. SERVICE, OPERATIONS AND PERFORMANCE.

Solid Waste

The Contractor shall provide one (1) ninety-five (95) gallon Refuse Cart to each residential dwelling for the provision of all normal Type II household solid waste placed curbside for collection once per week on Monday. All refuse, trash and/or garbage must be placed in the Contractor provided Refuse Cart. Should the resident have more refuse than will fit within the Refuse Cart, the resident shall be permitted to place the extra refuse next to the Refuse Cart for collection.

Residents requesting a second Refuse Cart must demonstrate their need. This determination of said need will be made at the Contractor’s sole discretion. Refuse Carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Refuse Carts. Cleaning of the Refuse Cart is the responsibility of the resident. Should a Refuse Cart be damaged due to the negligence of the Resident, a replacement charge of \$55.00 will be remitted as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor.

Weekly service shall also include the collection of one (1) bulky item per week at no additional charge. Bulky items shall be bundled by the residents in parcels not exceeding 4 feet in length and/or 50 pounds in weight. Residents shall remove doors from all appliances before placing them curbside for collection.

Contractor will not collect and shall not obtain ownership of any non-Refuse item or Non-collectable Materials.

5. RECYCLING COLLECTION.

The Contractor will provide one 95-gallon Recycle Cart for each household and will collect recyclables on an every other week basis. The materials collected shall be:

Newsprint & office paper
Clear glass bottles and jars
Magazines
Plastic Grocery Bags
Phone Books

Steel, tin, & aluminum cans
Plastics #1 – #7
Corrugated cardboard & paperboard
Metal Pots & Pans
Junk Mail

Residents requesting a second Recycle Cart must demonstrate their need. This determination of said need will be made at the Contractor's sole discretion. Recycle Carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Recycle Carts. Cleaning of the Recycle Cart is the responsibility of the resident. Should a Recycle Cart be damaged due to the negligence of the Resident, a replacement charge of \$55.00 will be remitted as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor.

6. COMPOST COLLECTION.

Contractor shall collect yard waste on a weekly basis from the first full week in April through the end of November every year. Christmas Trees will be collected for the first three (3) weeks after Christmas. Yard waste must be placed in biodegradable paper bags or placed loose in a 30-gallon can clearly marked yard waste only. Positively no plastic bags will be accepted. Branches and twigs smaller than 2" in diameter must be placed in bundles no larger than 2' by 4' long or 50 pounds per bag or bundle. Positively no tree trunks, stumps, or large amounts of construction/demolition debris will be accepted.

7. MUNICIPAL AND COMMERCIAL

Contractor agrees to provide commercial collection services for carted refuse placed curbside at the City offices, seven (7) public trash cans and receptacles located downtown, 2-4 yard front load container serviced twice a week for use by the Dept. of Public Services, one (1) large container for use at the Hometown Days Celebration and one (1) 10 yard open top roll off container for street sweepings serviced on an on call basis April through November at no additional charge to the City. Should the City request an increase in service beyond the services requested, at any time during this contract, Contractor shall retain the ability to negotiate any additional costs associated to said increase in service with the City. The City shall agree to pay said costs in good faith.

8. HOURS OF COLLECTION

Normal hours of collection are to be from 7:00 a.m. to 6:00 p.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the City and Contractor.

9. ROUTES AND SCHEDULE OF COLLECTIONS

All routing and scheduling of trucks used by the Contractor for the Refuse collection shall be left to the discretion of the Contractor.

10. MISSED COLLECTIONS

In the event that a regularly scheduled collection is missed and a complaint received by either the City or the Contractor, and where no fault can be found on the resident's part, a special collection of the refuse will be required of the Contractor within forty-eight (48)

hours. The City shall notify the Contractor of any complaints it receives within twenty-four (24) hours.

11. HOLIDAYS

Unless notified otherwise, the following holidays will be observed:

Labor Day	Thanksgiving Day
Memorial Day	July 4th
New Years Day	Christmas Day

When a holiday falls on a weekday, there will be no collections on that day, and the rest of that week collection will be one day later than usual.

The suspension of collection service on any holiday in no way relieves the Contractor of his obligation to provide collection service at least once per week.

12. COMPLAINTS

The Contractor shall receive and respond to all complaints regarding services provided under this Agreement. Any complaints received by the City will be directed to the Contractor's office. Should a complaint go unresolved for longer than seven (7) days, the City will have the right to demand an explanation or resolution to its satisfaction.

Contractor will have regular hours of 8:00 a.m. through 5:00 p.m. to answer all questions and complaints, if any, that the City residents may have. Residents may contact the Contractor's office locally at 800-438-0966

13. COLLECTION EQUIPMENT

An adequate number of vehicles shall be provided by the Contractor to collect Refuse in accordance with the terms of this Agreement. The vehicles shall be licensed in the State of Michigan and shall be operated in compliance with all applicable state, federal and municipal regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the contractor plainly visible on both cab doors.

14. DISPOSAL SITE

All solid waste collected for disposal by the Contractor shall be hauled to the Citizens Sanitary Landfill located in Mundy Township, Michigan or such other disposal facility as determined by the Contractor (the "Disposal Site"). The Contractor shall assume payment of all tipping fees.

15. COMPLIANCE WITH LAW

Contractor shall conduct operations under this Agreement in compliance with all applicable laws. In the event that any collection service provided hereunder, or portions thereof, are rendered unlawful or impracticable pursuant to laws or regulations, Contractor shall, upon notice to the City, cease providing that service or portion thereof. If that happens, the Contractor shall make an appropriate adjustment to the rates set forth in paragraph 16, below. Any dispute between the City and the Contractor as to the amount of such adjustment shall be resolved in the manner provided for in paragraph 19, below.

16. BASIS AND METHOD OF PAYMENT.

Rates For all residential collection and disposal services required during the term of this Agreement, the Contractor shall be paid (Price List Below) per residential unit per month for solid waste, recycling and compost collection. All the aforementioned rate's shall be increased on July 1st of each year beginning July 1, 2011 by a factor of three (3% percent) of the prior year's effective residential unit rate (such amount as adjusted is referred to herein as the "Rate") for years two through five.

Year One	\$10.21
Year Two	\$10.52
Year Three	\$10.83
Year Four	\$11.16
Year Five	\$11.49

17. COMPENSATION AND ADJUSTMENTS FOR NEW OR DISCONTINUED SERVICE

Before commencement of work under this Agreement, it shall be the City's responsibility to provide the Contractor with an accurate address list of residential units to receive collection service. Thereafter and for the duration of the Agreement, the City shall promptly inform the Contractor of any new or discontinued service.

The Contractor shall bill the City within ten (10) days of the end of each calendar month for an amount calculated as:

(# Residential Units Receiving Service) X the then applicable Rate per residential unit, plus any amount due for additional services rendered at the request of the City.

The City shall remit payment within thirty (30) days following receipt of Contractor's Statement. If any dispute arises, the undisputed amount shall be paid. Any unpaid invoiced charges may be charged four (4%) on the unpaid amount.

18. ADDITIONAL FEES

The Rate set forth above may, upon thirty (30) days written notice, be increased due to additional taxes, charges, surcharges, and/or fees imposed by governmental authorities on the Contractor, the Collection Service or the Disposal Site following the date hereof, or due to laws, rules, regulations or ordinances which are adopted or changed (including a change in interpretation or enforcement) following the date hereof, which have the effect of increasing to the Contractor for the provision of the Collection Services or the costs to the Disposal Site, whether prospectively or retroactively. The term "Rate" as used in this Agreement shall include any adjustments made pursuant to the immediately preceding sentence. The Contractor shall not be entitled to any increase to the Rate associated with its violations of law, regulations, ordinances, or permit conditions.

18.1 Fuel Recovery Fee

All pricing reflects a base price of \$4.50/gallon for diesel fuel with incremental increases and/or decreases of \$0.07/unit/month for every \$0.20/gallon fluctuation in the cost of diesel over and above the base price. At no time shall the fuel adjustment drop below the base price of \$4.50 per gallon. The base price per gallon of diesel fuel shall be determined by using a calendar month average as published by the Energy Information Administration of the U.S. Department of Energy (EIA/DOE).

19. ALTERNATE DISPUTE RESOLUTION

Any controversy between the City and the Contractor regarding any of the terms of this contract, or the performance or non-performance by either party of any term or condition of this contract shall be submitted to mediation under section 19.1, below. If such mediation is unsuccessful, the controversy shall be submitted to arbitration under section 19.2, below.

19.1 Mediation.

Upon receipt of a notice from one party of a dispute over the performance of the other party of any of the terms of this agreement, the disputing parties shall, within ten (10) days agree upon a mediator to facilitate a mediation of the dispute between them. Unless the parties agree otherwise in a specific instance, such mediator shall be selected from the list of general civil mediators promulgated by the ADR Clerk of the Genesee County Circuit Court. Unless agreed otherwise by the parties, the mediation of said dispute shall take place within twenty one (21) days of the selection of the mediator. Both parties shall share equally in the fees and costs of the mediation.

19.2 Arbitration.

If the dispute is not resolved by mediation, it shall be referred to an arbitrator for a decision which shall be binding on the parties.

Within ten (10) days from the date of completion of the failed mediation, the disputing parties shall agree upon the selection of an arbitrator. Unless otherwise agreed to by them, the arbitrator shall conduct the arbitration proceeding within thirty (30) days following his or her selection and shall render a decision no later than ten (10) days after the conclusion of the arbitration.

If the parties cannot agree on the selection of an arbitrator, they shall each select one arbitrator and notify the other party of that selection within fifteen (15) days from the date of completion of the failed mediation. The two arbitrators so selected shall then select a third arbitrator within seven (7) days after their selection. The three together shall then serve as a panel in the arbitration proceeding. Any decision concurred in by a majority of the three shall be a final binding decision.

Procedurally, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules promulgated by the American Arbitration Association.

The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a circuit court in the State of Michigan.

Unless otherwise determined by the arbitrator(s), the costs of the arbitration shall be borne equally by the parties.

20. NOTICE.

All notices or other communications to be given hereunder shall be in writing and shall be sent by overnight delivery or registered or certified United States mail, return receipt requested, properly addresses as follows:

The City: The City of Swartz Creek
 C/O City Manager
 Copy To: City Clerk
 8083 Civic Drive
 Swartz Creek, Michigan 48473

The Contractor: Tri-County Refuse Service Inc dba Republic
 Services of Flint
 3328 Torrey Road
 Flint, MI 48507

21. NONDISCRIMINATION.

The Contractor nor any subcontractor nor any person(s) acting on its behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

22. INDEMNITY.

The Contractor will indemnify and save harmless the City, its officers, agents, servants, residents and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

23. INSURANCE.

The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statutory \$ 1,000,000.00 aggregate
General Liability: Bodily Injury	\$ 500,000.00 each occurrence \$ 1,000,000.00 aggregate
Property Damage	\$ 1,000,000.00 each occurrence \$ 2,000,000.00 aggregate
Motor Vehicle Liability: Bodily Injury	\$ 500,000.00 each person \$ 1,000,000.00 each occurrence
Property Damage	\$ 2,000,000.00 each occurrence

All insurance will be by insurers authorized to do business in the State of Michigan. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without advance written notice to the City.

24. PERMITS, LICENSES AND TAXES.

The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all its applicable taxes.

25. BID DOCUMENTS.

The bid documents developed by the City and the Contractor's submission in response thereto are hereby incorporated by reference as to those matters not addressed by a specific provision in this agreement. A copy of the bid specifications and submittal by the Contractor are attached under "Exhibit A".

26. GOVERNING LAW.

Both parties agree that the terms and provisions of this Agreement shall be interpreted and governed under the laws of the State of Michigan.

27. BINDING AGREEMENT.

This Agreement is binding upon and inures to the benefit of the parties and their respective successors, representatives and assigns.

28. MODIFICATIONS TO AGREEMENT.

The parties agree that the terms and provisions of this Agreement will not be modified nor amended unless in writing signed by both parties hereto. The parties further agree that this requirement will not be waived or modified unless in writing executed by all the parties hereto.

29. MISCELLANEOUS PROVISIONS.

Breach of Agreement If the Contractor fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable laws, the City shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within fourteen (14) days of receipt of such demand return to the City Clerk a written statement (the "Statement") that explains reasons for non-performance or delayed partial or substandard performance during that period and any continuation thereof. The Contractor also has available to it the option to appear with an explanation before the City Council. Upon the failure of the Contractor to submit a "Statement" or the failure of the Contractor to take steps to rectify the situation, and such situation is a material breach of this Agreement and results in a material adverse effect on the Contractor to perform its obligations hereunder, the City may, except under conditions of Force Majeure, terminate this Agreement by a majority vote of the City Council.

Force Majeure Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, strike, riot, war, governmental order or regulation, fine, act of God or other similar or different contingency beyond the reasonable control of the Contractor or City.

If such circumstances persist for more than seven (7) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of thirty (30) days he may terminate this Agreement upon written notice given sixty (60) days in advance to the City.

Assignment of Agreement No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonable withheld; provided, however, the Contractor may assign any right, interest, obligation or duty of this Agreement to an affiliate of the Contractor without the express written consent of the City. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty, but such assumption shall have no effect on the liability of the Contractor hereunder.

Change of Ownership In the event that substantially all of the Contractor's business assets are sold, the City maintains the right to hold the Contractor solely liable. If, however, the City determines that the new ownership can adequately and faithfully render the services called for in this Agreement for the remaining term of the Agreement, then the City may elect to execute a notation, allowing the new ownership to assume the rights and duties of the Agreement and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this Agreement.

Waivers A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

30. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties and supersedes any prior understanding or agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this 22nd day of August, 2011.

Witnesses:

CITY OF SWARTZ CREEK:

By: _____
Richard B. Abrams, Mayor

By: _____
Juanita Aguilar, City Clerk

Witnesses:

**REPUBLIC SERVICES OF
FLINT**

By: _____
Mark Watson, Area President

DRAFT

Edit Date & Author
6-28-2011 Bueche
8-13-2011 Zettel
8-18-2011 Bueche

CITY OF SWARTZ CREEK RE-DEVELOPMENT OF ABANDONED MARATHON FUEL STATION REQUEST FOR PROPOSALS

Issued: August 23, 2011

Overview

The City of Swartz Creek, Michigan (“City” or “The City”) is seeking proposals for the purchase and redevelopment of an abandoned Marathon fueling station (“the site” or “the property”) located at 7026 Miller Road Swartz Creek, Genesee County Michigan, at the intersection of Elms Road, northwest corner. The City owns the single lot and accompanying structure, having acquired it through due process tax foreclosure from the Genesee County Treasurer’s Office in December 2010. The transfer instrument is a quit claim deed. **The City seeks to transfer the property without cost, excepting fees accumulated during the acquisition process and previous development attempts. The fees are not expected to exceed \$5,000.**

The property has environmental concerns including, but not necessarily limited to; underground storage tanks, contamination migration both onsite and offsite, and potential contamination of structure building materials. All of the contamination is believed to be petroleum products or by-products. The Michigan Department of Environmental Quality Facility ID is: 00018150.

Zoning classification for the area, as well as the site, is General Business with a Planned Unit Development overlay. With the nearby I-69 Interstate access, ITT Technical University and heavy traffic load along Miller and the intersection of Miller & Elms, the area is typical of thriving commercial retail and highway service. The City seeks a high quality structure and business that is reflective and complimentary to the existing retail businesses. **Alternate uses for the site will not be considered as the City is committed to maintaining long-term, high quality commercial viability in the neighborhood. The City may consider the transfer of the property and immediate demolition of the building, accompanied by grade restoration and grass seed, followed by a moratorium on any development for 2-5 years.**

DRAFT

Edit Date & Author

6-28-2011 Bueche

8-13-2011 Zettel

8-18-2011 Bueche

Background on the City of Swartz Creek

The City of Swartz Creek is located approximately 7 miles West of Downtown Flint, Michigan, near the western edge of Genesee County. Swartz Creek has two (2) interchanges on I-69, one at Morrish Road and the other at Miller Road, just east of the property. I-69 is an east-west highway that connects with I-75 to the immediate east, providing a north-south connection through the entire state. Miller Road is the primary east-west route through the city and provides access to the larger commercial areas in Flint Township to the east.

Available Information

The following information is available, or has been included for the site and area to assist prospective builders/developers with the application.

1. Utility information (locations of sanitary sewer, storm sewer, water, gas, electric and cable TV) is available from Mr. Tom Svrcek, Director of Community Services, City of Swartz Creek.
2. Zoning information
3. Building Permit Fees
4. City Maps, Arial Photographs and Demographics
5. Property Appraisal and Tax Information
6. City Electronic Data Site: <ftp://cityofswartzcreek.org>

Coordinating Office

All questions and additional information concerning this request for proposals should be directed to:

Mr. Paul Bueche, City Manager or
Mr. Tom Svrcek, Director of Community Services
C/O City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1498
Phone: (810) 635-4464
Fax: (810)-635-2887

DRAFT

Edit Date & Author
6-28-2011 Bueche
8-13-2011 Zettel
8-18-2011 Bueche

Email: pbueche@cityofswartzcreek.org

Deadline for Submission

All proposals must be submitted to City Hall on or before 4:00 PM, Friday October 14, 2011, C/O City Clerk's Office, 8083 Civic Drive, Swartz Creek Michigan 48473. The City assumes no responsibility for any delivery delay, be it postal, currier or private carrier. It is the sole responsibility of the applicant to assure delivery by the deadline.

Project Development Guidelines

It is stipulated that the project will be developed in accordance with the city's zoning code of ordinances for General Business District with a Planned Unit Development Overlay. The proposals for development must incorporate the following guidelines:

1. The City will allow development on parcel, meeting the dimensional requirements of the Zoning Ordinance for the GBD District. Dimensional, density, and other variances will be considered due to the apparent unique site conditions (size and shape).
2. The building and site design must match and/or compliment the commercial sites in the neighborhood (primarily to the west).
3. The site and structure must adhere to the commercial design standards of the zoning ordinance.
4. The primary means of site ingress and egress shall be through the existing service drive on the west side of the property. Any additional site ingress and/or egress must be clearly detailed in the proposal.
5. The site must consider the relationship to the street and walk-way and compliment the attributes of walk-ability and site aesthetics by means of appropriate landscaping, a masonry 'knee wall' or other features.
6. Rehabilitation of the existing structure will be considered. Such reuse potential and feasibility must be clearly supported and detailed by a licensed architect.
7. All other site plan criteria must be considered in the proposal and noted as compliant or as needing an appropriate variance (parking, drainage, landscaping, lighting, etc.).

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8. The proposal must indicate the applicant's desired method to mitigate the environmental concerns, through 'closing' the site via the Michigan Department of Environmental Quality, an appropriate due care plan, or other means.

Evaluation Criteria

All proposal concepts will be reviewed and ranked by the city administrative staff and appropriate consultants with final approval by the city council. The basis of the evaluation criteria and development objectives set forth below:

1. Achievement of site goals and proposal guidelines.
2. Capacity to complete project; commence construction in 2012.
4. Demonstrate and provide financial capacity to undertake project.
5. Anticipated future ownership.
6. Experience with similar development projects.
7. Creativity of design and use of the land.
8. How the proposed use will integrate and compliment the surrounding neighborhood.

Selection Process

All proposals will be reviewed and ranked by the city administration and its consultants. A written evaluation will then be forwarded to the council rating each of the proposals and providing comments. The city reserves the right to ask any or all applicants to make a formal public presentation. The city may request additional proposal or financial information to further clarify or support the submission. The council will then consider the proposals based on the above evaluation criteria and select a preferred developer.

A purchase/development agreement will then be negotiated with the developer prior to final approval by the city council. This agreement will contain the purchase price and any conditions related to development of the sites. If a purchase/development agreement is not concluded in a timely fashion, the city council, at its option, may choose to initiate negotiations with the next highest ranked applicant. The city reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make the award in any manner deemed in the best interest of the City

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of Swartz Creek.

Proposal Content and Format

Three (3) copies of the proposal shall be submitted to the city and shall be formatted in the order outlined below. In addition to the paper copy submittals, the City would prefer that a digital copy also be submitted on a CD and in Adobe .pdf format. Each section of the proposal must be clearly identified with the appropriate headings. Brevity in response to the application is appreciated and the proposal need not exceed 10 pages in length.

Proposal Format

1. Project Description - provide written and/or graphic materials portraying the developer's proposal for how the parcel will be developed.
2. Plans/Elevations - Provide a sketch plan for the parcel including the location of the structures, signage, and other site elements; proposed driveway locations; and elevations or sample renderings/photos of the building exterior.
3. Organization - State the full name and address of the organization. Indicate whether it operates as an individual, partnership corporation or limited liability company. Include copies of licenses to operate in the State of Michigan, certificate of insurance, and other pertinent legal documentation. Please indicate whether the organization or its principals has ever conducted business under any other name. This information shall be provided for all organizations participating in the development of the property.
4. Environmental – Provide evidence of due diligence understanding of the environmental concerns and how such concerns would be addressed.
5. Prior Experience - Provide a description of other projects completed, particularly those in traditional neighborhoods.
6. Project Financing - Provide a description of the financial resources for completion of the project including time schedule required to assemble needed financial commitments.
7. Schedule - Include a project completion schedule including starting and completion dates and other key dates as identified for action (i.e. breaking ground, initiation of rehabilitation, project completion).

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8. **Purchase Offer - indicate the amount offered for the parcel and any contingencies proposed.**
9. Authorized Negotiator - Include the name, signature and telephone number of the person(s) in your organization authorized to negotiate an agreement with the City of Swartz Creek.

Disclosure and Cost Liability

All information in an applicant's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, known as the "Freedom of Information Act" except the description of financial resources if confidentiality is requested. This act also provides for the complete disclosure of contracts and attachments thereto.

The City of Swartz Creek assumes no responsibility or liability for costs incurred by the applicant. Total liability of the City of Swartz Creek is limited to the terms and conditions as stated in the RFP and any subsequent agreement with the city.

Indemnification

The successful bidder agrees to defend, indemnify and hold harmless the City of Swartz Creek, its officers and members, and its respective employees and agents, from and against all claims, lawsuits, losses and expenses including attorney's fees arising out of or resulting from the performance of this award.

Pre-Bid Meeting

A pre-bid meeting for all interested applicants will be held at 4:00 p.m. on Monday, September 6, 2011 at the Swartz Creek Council Chambers, 8083 Civic Drive, Swartz Creek, MI 48473-1498. Members of the administration and city consultants will be available to answer any questions about the site and proposal. The meeting may adjourn to the site for inspection of the property. If, as a result of the questions raised at the meeting, the RFP is revised or additional information is provided, this information will be sent to all interested parties.

Schedule

The following dates have been established, but are subject to change at the City's option. The City of Swartz Creek reserves the right to invite a presentation of the proposals.

DRAFT

Edit Date & Author
6-28-2011 Bueche
8-13-2011 Zettel
8-18-2011 Bueche

RFP Issued	August 23, 2011
Pre-Bid Meeting	September 6, 2011 at 4:00 p.m.
RFP Response Deadline	October 14, 2011 at 4:00 p.m.
Presentations by Invitation:	To Be Announced
Council Selection:	November, 2011
Purchase Agreement:	December, 2011
Planning Commission Site Plan:	January, 2012
Final Site Plan Approval,	
Development Agreement Approval:	February, 2012
Commence Construction:	Spring, 2012

City Cost Recovery

As indicated in the "Overview" section, the City seeks to transfer the property without cost, excepting expenses accumulated during the acquisition process and previous development attempts. Upon award to the successful bidder and as a part of the Purchase and/or Development Agreement, the candidate will be required to submit a non-refundable payment for these expenses. The expenses are not expected to exceed \$5,000.

City of Swartz Creek
An Equal Opportunity Employer

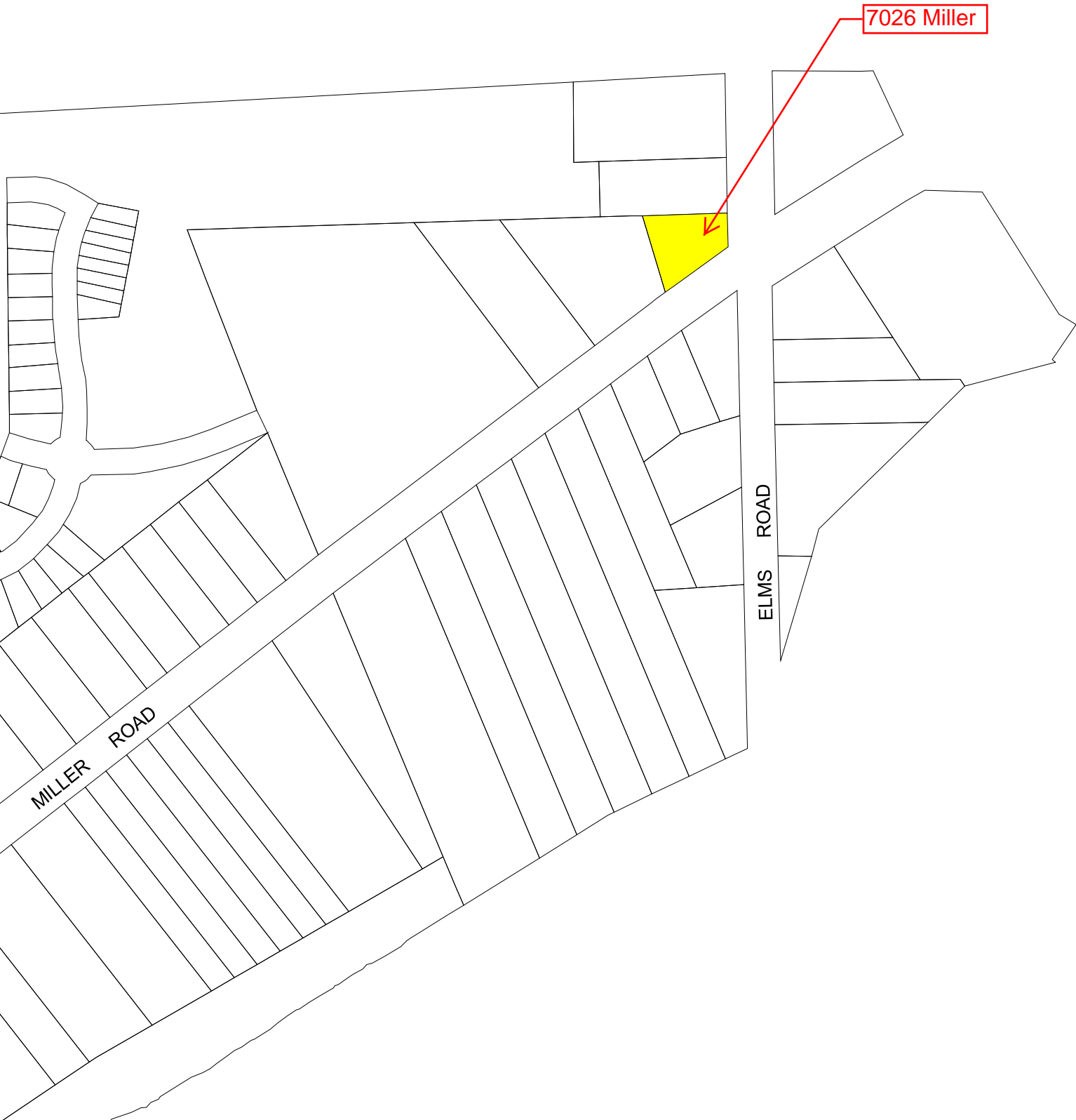
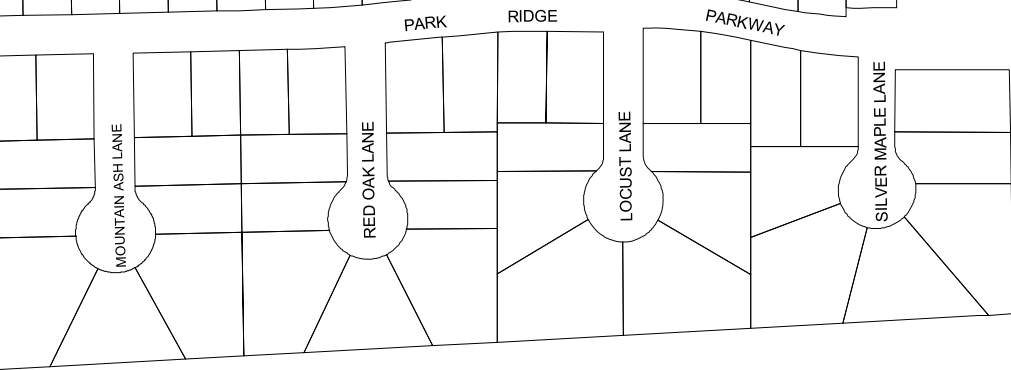
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Edit Date & Author
6-28-2011 Bueche
8-13-2011 Zettel
8-18-2011 Bueche

ATTACHMENTS

1. Parcel Maps, Property Dimensions
2. Arial Photographs
3. Assessment Data, Legal & Plat Descriptions
Deed, County Treasurer Notice
4. ROW, Street and Utility Maps





300.00

130.00'

8.82'

8-36-200-012

300.00'

191.18'

79.29'

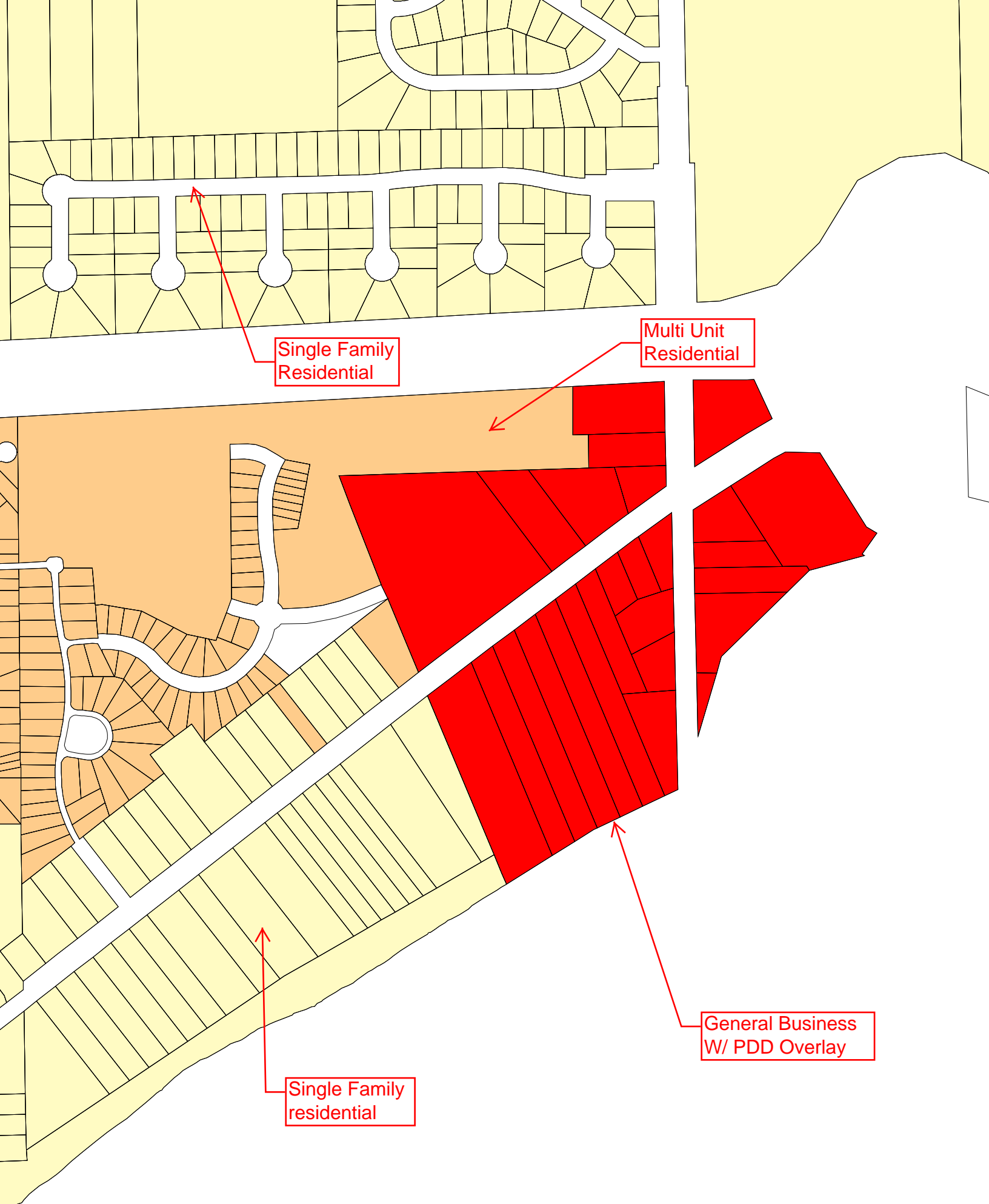
7026

188.40'

142.80'

193.81'

160.40'

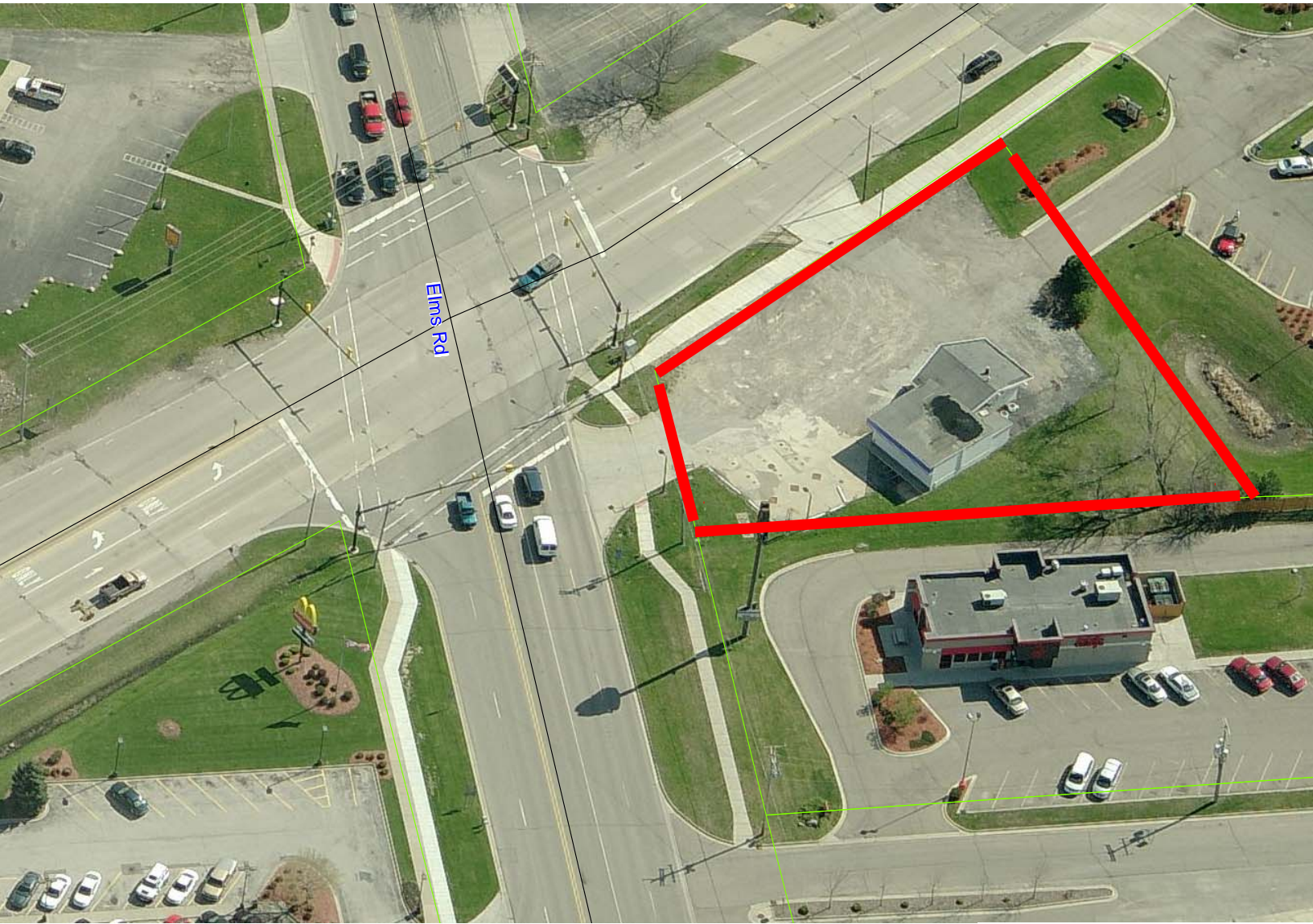


Single Family Residential

Multi Unit Residential

Single Family residential

General Business W/ PDD Overlay



Copyright ©2009 Pictometry International Corp.



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Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
GENESEE COUNTY TREASURER	CITY OF SWARTZ CREEK	0	12/22/2010	QC	QUIT CLAIM	20101223008632		0.0
MARATHON ASHLAND PETROLEU	SWARTZ CREEK VENTURES LL	425,000	12/11/2003	WD	ARMS-LENGTH	20040311002		0.0
SWARTZ CREEK VENTURES LL	GENESEE COUNTY TREASURER	0	03/12/2000	IV	INVALID SALE	20100518004410		0.0

Property Address	Class: EXEMPT IMPROVED	Zoning: GBD (Building Permit(s)	Date	Number	Status
7026 MILLER RD	School: SWARTZ CREEK					
Owner's Name/Address	P.R.E. 0%					
SWARTZ CREEK, CITY OF 8083 CIVIC DRIVE SWARTZ CREEK MI 48473	MAP #:					
	2012 Est TCV 0 TCV/TFA: 0.00					

Tax Description	X Improved	Vacant	Land Value Estimates for Land Table COM.COMMERCIAL-MILLER RD							
PART OF LOTS 1 AND 2 BEG AT NE COR OF LOT 1 TH S 79.20 FT TH SWLY ALONG SLY LOT LINES OF LTS 1 AND 2 183.17 FT TH NLY 188.50 FT TH E 200 FT TO PLACE OF BEG CUMMINGS BERLIN ACRES	X		* Factors *							
			Description	Frontage	Depth	Front	Depth	Rate %Adj.	Reason	Value
			MAIN/MILLER	189.00	134.00	1.0000	0.8185	1000	100	154,703
			189 Actual Front Feet, 0.58 Total Acres Total Est. Land Value = 154,703							

Comments/Influences

X Electric

X Gas

X Curb

Street Lights

Standard Utilities

Underground Utils.

Topography of Site

X Level

Rolling

Low

High

Landscaped

Swamp

Wooded

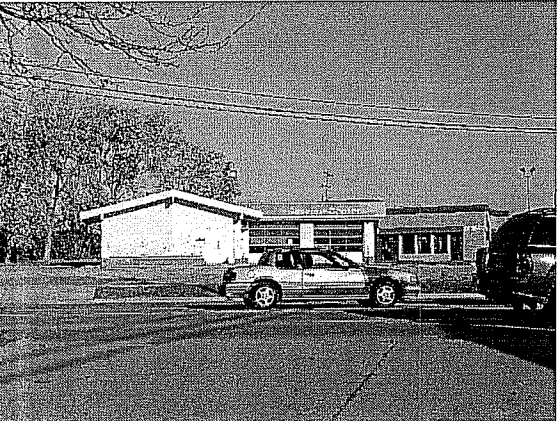
Pond

Waterfront

Ravine

Wetland

Flood Plain



The Equalizer. Copyright (c) 1999 - 2009. Licensed To: City of Swartz Creek, County of Genesee

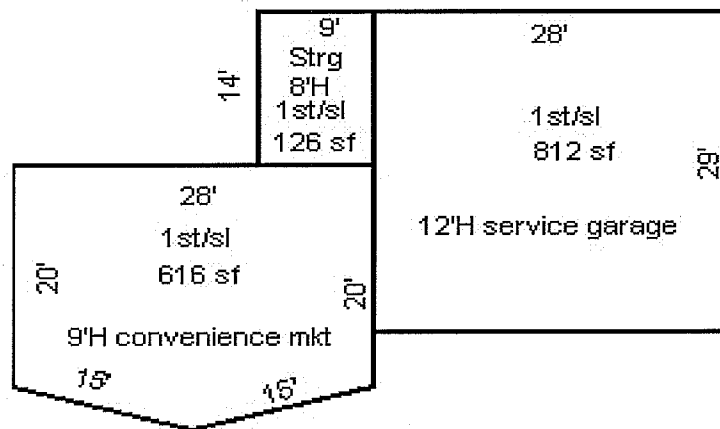
Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/ Other	Taxable Value
2012	EXEMPT	EXEMPT	EXEMPT			EXEMPT
2011	EXEMPT	EXEMPT	EXEMPT			EXEMPT
2010	77,400	49,600	127,000			120,524C
2009	77,400	49,600	127,000			120,887C

*** Information herein deemed reliable but not guaranteed***

Desc. of Bldg/Section: Calculator Occupancy: Market, Convenience		<<<<< Calculator Cost Computations >>>>>				
Class: C		Construction Cost			Class: C Quality: Low Cost Percent Adj: +0	
Floor Area: 742 Stories Above Grd: 1 Average Sty Hght : 9 Bsmnt Wall Hght		High	Above Ave.	Ave.	X	Low
Depr. Table : 1.5% Effective Age : 53 Physical %Good: 45 Func. %Good : 100 Economic %Good: 100		** ** Calculator Cost Data ** ** Quality: Low Cost Adj: %+0 \$/SqFt:0.00 Heat#1: Package Heating & Cooling 100 Heat#2: Package Heating & Cooling 0% Ave. SqFt/Story: 742 Ave. Perimeter: 134 Has Elevators:			Base Rate for Upper Floors = 48.10 (10) Heating system: Package Heating & Cooling Cost/SqFt: 4.85 100% Adjusted Square Foot Cost for Upper Floors = 52.95 1 Stories Number of Stories Multiplier: 1.000 Average Height per Story: 9 Height per Story Multiplier: 0.940 Ave. Floor Area: 742 Perimeter: 134 Perim. Multiplier: 1.563 Refined Square Foot Cost for Upper Floors: 77.80	
1968 Year Built Remodeled		*** Basement Info ***			County Multiplier: 1.32, Final Square Foot Cost for Upper Floors = 102.690	
Overall Bldg Height		Area: Perimeter: Type: Heat: Hot Water, Radiant Floor			Total Floor Area: 742 Base Cost New of Upper Floors = 76,196 Reproduction/Replacement Cost = 76,196 Eff.Age:53 Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 45 /100/100/100/45.0 Total Depreciated Cost = 34,288	
Comments:		* Mezzanine Info *			Unit in Place Items Rate Quantity Cnty Arch %Good Depr.Cost /C111/UNDFS/FIB/SINW/K12000 16525.00 1 1.32 1.00 45 9,816 /C111/UNDFS/FIB/SINW/J10000 14325.00 2 1.32 1.00 45 17,018	
		* Sprinkler Info *			ECF (CONVENIENCE MKT/GAS/CARWASH) 1.200 => TCV of Bldg: 1 = 73,346 Replacement Cost/Floor Area= 183.05 Est. TCV/Floor Area= 98.85	
		Area: Type: Low				

(1) Excavation/Site Prep:				(7) Interior:				(11) Electric and Lighting:				(39) Miscellaneous:			
(2) Foundation:				(8) Plumbing:				Outlets:				Fixtures:			
X	Poured Conc	Brick/Stone	Block	Many Above Ave.	Average Typical	Few None	Few Average	Many Unfinished Typical	Flex Conduit Rigid Conduit Armored Cable Non-Metallic Bus Duct	Incandescent Fluorescent Mercury Sodium Vapor Transformer					
(3) Frame:				Total Fixtures 3-Piece Baths 2-Piece Baths Shower Stalls Toilets				Urinals Wash Bowls Water Heaters Wash Fountains Water Softeners							
(4) Floor Structure:				(9) Sprinklers:				(13) Roof Structure: Slope=0				(40) Exterior Wall:			
(5) Floor Cover:				(10) Heating and Cooling:				(14) Roof Cover:				Thickness	Bsmnt Insul.		
(6) Ceiling:				Gas Oil	Coal Stoker	Hand Fired Boiler									

*** Information herein deemed reliable but not guaranteed***



Sketch by Apex IV™

*** Information herein deemed reliable but not guaranteed***

Desc. of Bldg/Section: Calculator Occupancy: Garage, Service/Repair		<<<<< Calculator Cost Computations >>>>> Class: C Quality: Low Cost Percent Adj: +0						
Class: C Floor Area: 812 Stories Above Grd: 1 Average Sty Hght : 12 Bsmnt Wall Hght		Construction Cost <table border="1"> <tr> <td>High</td> <td>Above Ave.</td> <td>Ave.</td> <td>X</td> <td>Low</td> </tr> </table> Base Rate for Upper Floors = 28.30		High	Above Ave.	Ave.	X	Low
High	Above Ave.	Ave.	X	Low				
Depr. Table : 1.5% Effective Age : 53 Physical %Good: 45 Func. %Good : 100 Economic %Good: 100		** ** Calculator Cost Data ** ** Quality: Low Cost Adj: %+0 \$/SqFt:0.00 Heat#1: Space Heaters, Gas with Fan 100 Heat#2: Space Heaters, Gas with Fan 0% Ave. SqFt/Story: 812 Ave. Perimeter: 114 Has Elevators:						
1968 Year Built Remodeled		*** Basement Info *** Area: Perimeter: Type: Heat: Hot Water, Radiant Floor						
Overall Bldg Height		1 Stories Number of Stories Multiplier: 1.000 Average Height per Story: 12 Height per Story Multiplier: 0.960 Ave. Floor Area: 812 Perimeter: 114 Perim. Multiplier: 1.392 Refined Square Foot Cost for Upper Floors: 37.82						
Comments:		County Multiplier: 1.32, Final Square Foot Cost for Upper Floors = 49.920 Total Floor Area: 812 Base Cost New of Upper Floors = 40,535 Reproduction/Replacement Cost = 40,535 Eff.Age:53 Phy.%Good/Abnr.Phy./Func./Econ./Overall %Good: 45 /100/100/100/45.0 Total Depreciated Cost = 18,241 ECF (CONVENIENCE MKT/GAS/CARWASH) 1.200 => TCV of Bldg: 2 = 21,889 Replacement Cost/Floor Area= 49.92 Est. TCV/Floor Area= 26.96						
* Mezzanine Info * Area #1: Type #1: Area #2: Type #2:		* Sprinkler Info * Area: Type: Low						

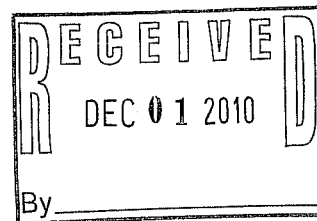
(1) Excavation/Site Prep:		(7) Interior:		(11) Electric and Lighting:		(39) Miscellaneous:	
(2) Foundation:		(8) Plumbing:		Outlets:		Fixtures:	
X Poured Conc	Brick/Stone	Block	Footings	Many Above Ave.	Average Typical	Few None	
(3) Frame:		Total Fixtures		Urinals		Flex Conduit	
		3-Piece Baths		Wash Bowls		Rigid Conduit	
		2-Piece Baths		Water Heaters		Armored Cable	
		Shower Stalls		Wash Fountains		Non-Metalic	
		Toilets		Water Softeners		Bus Duct	
(4) Floor Structure:		(9) Sprinklers:		(13) Roof Structure: Slope=0		(40) Exterior Wall:	
(5) Floor Cover:		(10) Heating and Cooling:		(14) Roof Cover:		Thickness	
(6) Ceiling:		Gas Oil	Coal Stoker	Hand Fired Boiler	Bsmnt Insul.		

*** Information herein deemed reliable but not guaranteed***



**GENESEE COUNTY
OFFICE OF THE TREASURER**

1101 Beach Street, Suite 144
Flint, Michigan 48502-1475
Telephone (810) 257-3059
Fax (810) 257-3885



DATE: November 30, 2010

TO: Local Unit Treasurer / Local Unit Clerk

FROM: Deborah L. Cherry
Genesee County Treasurer

SUBJECT: Tax Reverted Property Disposition

MCL 211.78 m(6) provides that a list of properties in your unit not previously sold by the foreclosing governmental unit (Genesee County) at the mandatory yearly auctions shall be provided to the clerk of the city, village or township in which the property is located. This list is attached. The law also allows that your unit (city, village or township) may object in writing to the transfer of one or more of the properties set forth on this list. On or before December 30, all property on this list shall be transferred (revert back) to your unit (city, village or township) unless written objection is made by your unit (city, village or township).

If your unit wishes to obtain these properties do nothing, since the reversion is automatic. If you wish to object to this property transfer please obtain board authority in the form of 1) a specific resolution rejecting the listed property, or 2) a resolution directing an individual to write the objection with the same authority as the board. The written objection should be received by the Genesee County Treasurer's Office by December 17, 2010. Please send to the attention of Carla Vandeffifer. Your cooperation in this matter is appreciated.

Please feel free to contact Carla at cvandeffifer@co.genesee.mi.us.

Thank You

2010 FORECLOSURES
UNSOLD PARCELS

PARCEL	ADDRESS	CITY	STATE	ZIP
58-36-576-001	7026 MILLER RD	SWARTZ CREEK	MI	48473-1527

201012230086328
12/23/2010
P:1
\$9.00

Rosalyn Bogardus
Genesee County Register of Deeds

QUIT CLAIM DEED

Jill McKenzie, acting in her official capacity as the Genesee County Treasurer, whose address is 1101 Beach Street, Room 144, Flint, MI 48502

QUIT CLAIMS to **CITY OF SWARTZ CREEK**
8083 CIVIC DR.
SWARTZ CREEK MI 48473

the following lands situated in the **CITY** of **SWARTZ CREEK**,
County of Genesee, and State of Michigan, to wit:

**PART OF LOTS 1 AND 2 BEG AT NE COR OF LOT 1 TH S 79.20 FT TH SWLY ALONG SLY
LOT LINES OF LTS 1 AND 2 183.17 FT TH NLY 188.50 FT TH E 200 FT TO PLACE OF BEG
CUMMINGS BERLIN ACRES**

Further identified as permanent parcel ID number(s): **58-36-576-001**
And commonly known as: **07026 MILLER RD**

SWARTZ CREEK MI 48473-1527

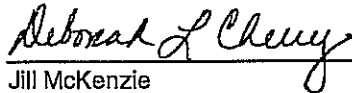
For the sum of: **\$0.00** DOLLARS AND NO OTHER CONSIDERATION.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

This conveyance is made pursuant to Public Act 123 (as amended), Section 78m.

This instrument is exempt from Michigan Real Estate transfer taxes pursuant to MCL 207.505(h)(i)
This instrument is exempt from Michigan Real Estate transfer taxes pursuant to MCL 207.526(h)(i)

Dated this: **DECEMBER 22, 2010**

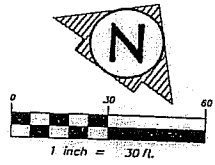
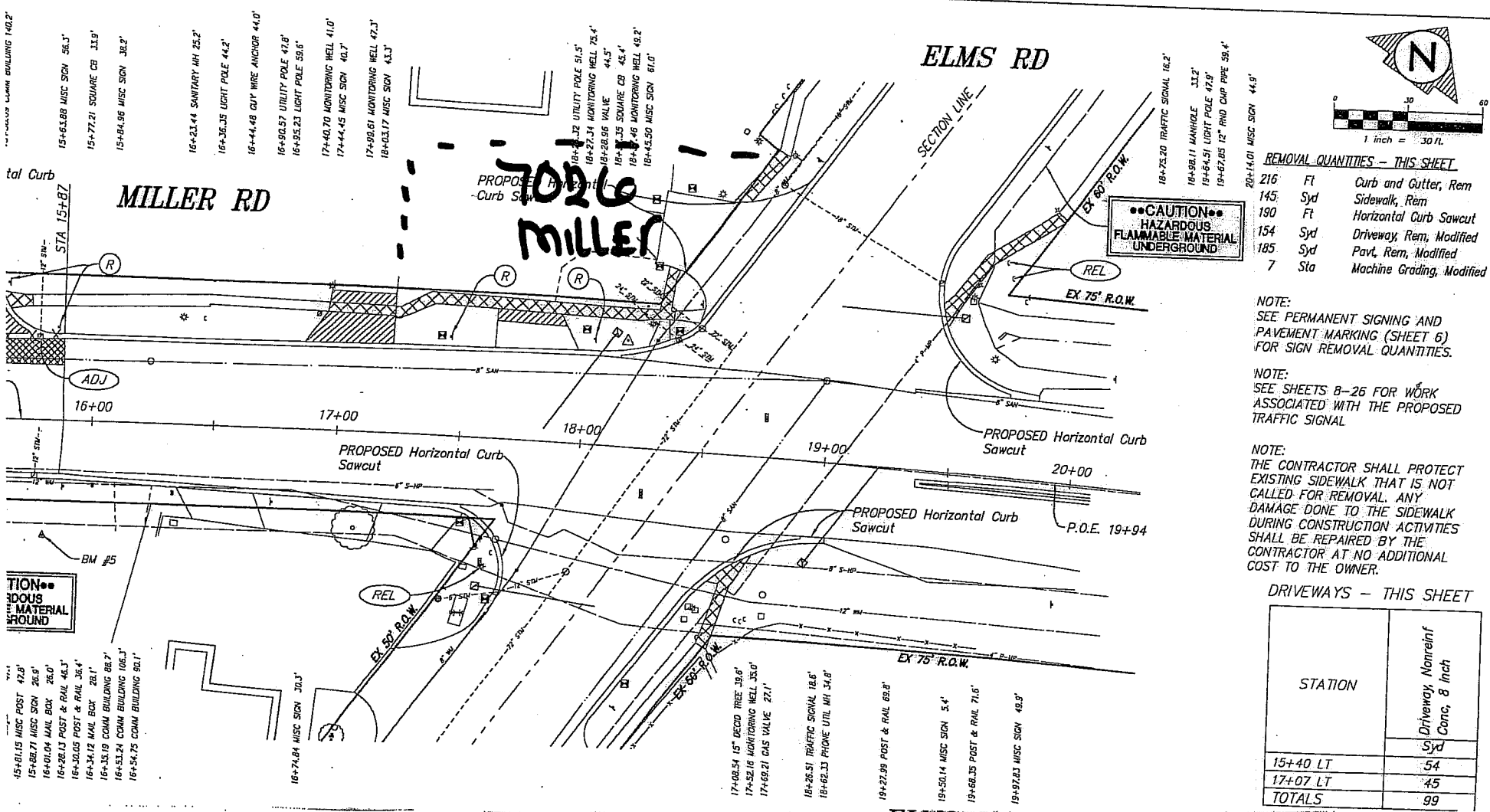


Jill McKenzie
Genesee County Treasurer

Drafted By: Jill McKenzie
Genesee County Treasurer
1101 Beach St.
Flint, MI 48502

For County Treasurer's certification for electronic instrument transfer, see instrument 201011230078715

UTILITIES



REMOVAL QUANTITIES - THIS SHEET

216	Ft	Curb and Cutter, Rem
145	Syd	Sidewalk, Rem
190	Ft	Horizontal Curb Sawcut
154	Syd	Driveway, Rem, Modified
185	Syd	Pavt, Rem, Modified
7	Sta	Machine Grading, Modified

NOTE:
SEE PERMANENT SIGNING AND PAVEMENT MARKING (SHEET 6) FOR SIGN REMOVAL QUANTITIES.

NOTE:
SEE SHEETS 8-26 FOR WORK ASSOCIATED WITH THE PROPOSED TRAFFIC SIGNAL

NOTE:
THE CONTRACTOR SHALL PROTECT EXISTING SIDEWALK THAT IS NOT CALLED FOR REMOVAL. ANY DAMAGE DONE TO THE SIDEWALK DURING CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

DRIVEWAYS - THIS SHEET

STATION	Driveway, Nonreinf
	Conc, 8 inch Syd
15+40 LT	54
17+07 LT	45
TOTALS	99

WATER: 10" + 12" MAIN, Property 1" SERVICE
 SEWER: 10" MAIN, 6" LEAD
 GAS - ELECTRICAL - CABLE
 Street: 20" Miller, 54" Elms

Assess your vital signs.



Flint, MI
Client 3841

EMS System Report

Quarterly Report for January - March, 2011



Number of Your Patients in this Report:

73

Number of Patients in All EMS DB:

8463

Number of Transport Services in All EMS DB:

52

1515 Center St.
Lansing, MI 48096
1-877-583-3100
service@EMSSurveyTeam.com
www.EMSSurveyTeam.com





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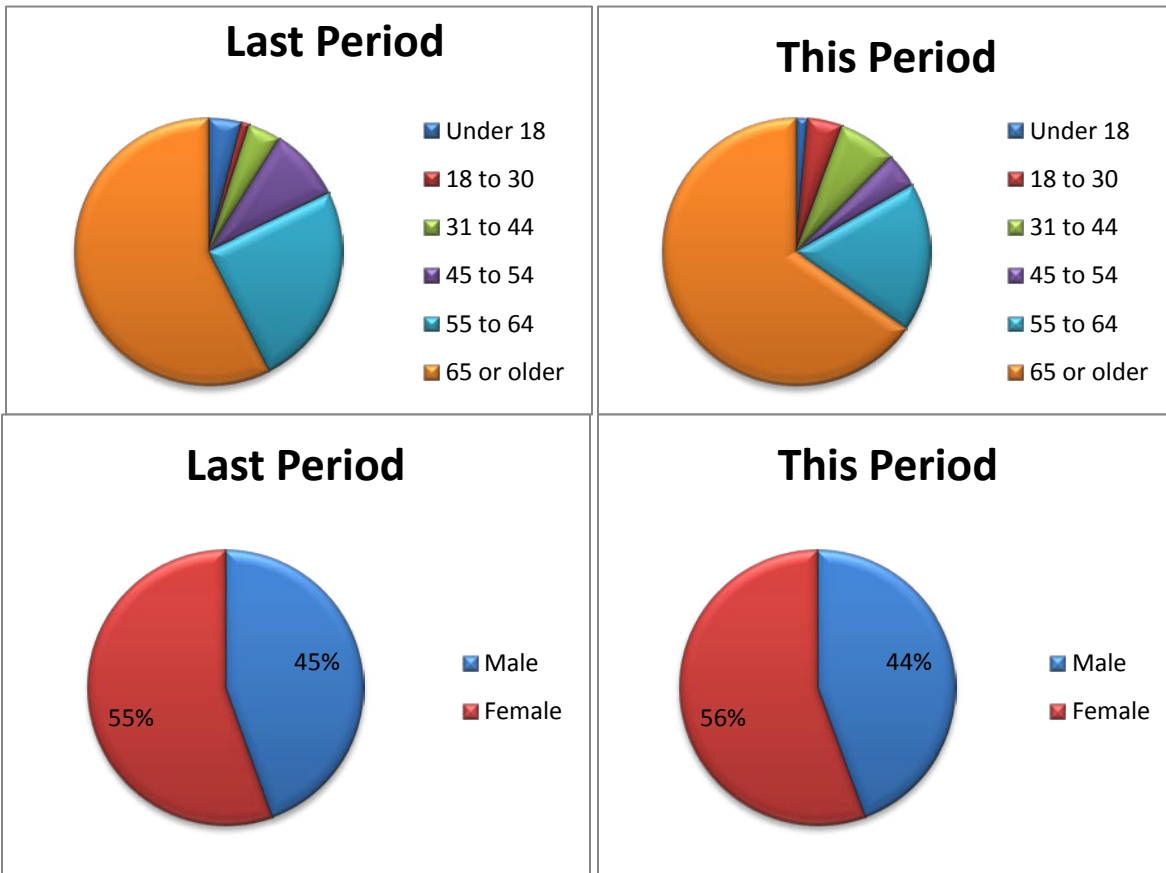
Assess your vital signs.

For more information, contact
1-877-583-3100 or
service@EMSSurveyTeam.com



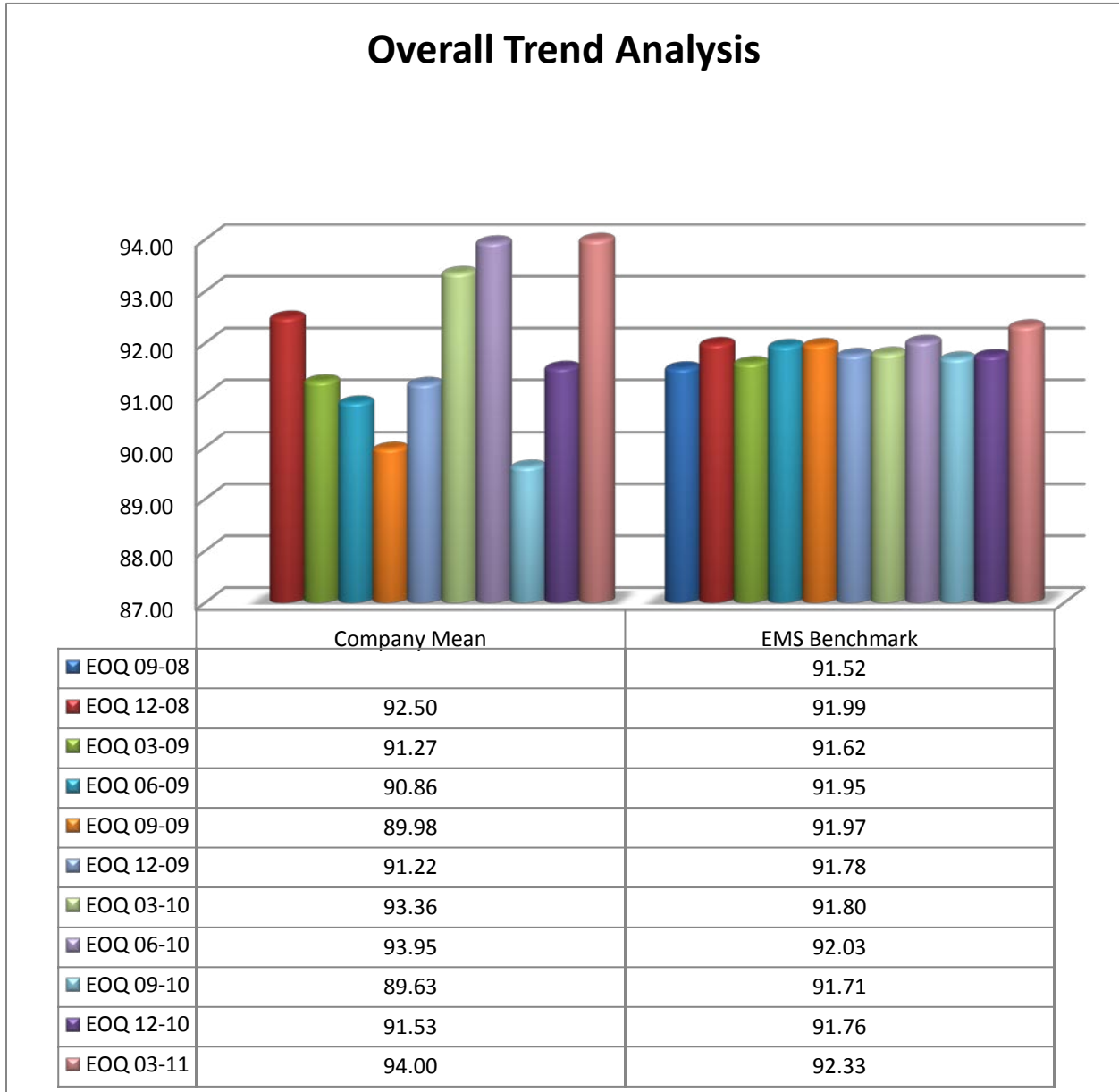
This section provides demographic information about the patients who responded to the survey for the current and the previous periods. The information comes from the “Background Questions” section of the questionnaire. Compare this demographic data to your eligible population. Generally, the demographic profile will approximate your service population.

		Last Period		This Period		
		Male	Female	Male	Female	
Under 18	4	4	-	1	-	1
18 to 30	1	-	1	3	2	1
31 to 44	4	2	2	5	2	3
45 to 54	9	5	4	3	2	1
55 to 64	25	12	13	13	7	6
65 or older	58	22	36	47	19	28
Total	101	45	56	72	32	40





This chart shows your facility's overall mean score, based on the standard questions over the last survey period. Your scores are also compared to the EMS Benchmark scores for those same periods. This analysis over time shows trends in how your company performs compared to all of the companies in the survey.





Question Analysis

This section lists detailed information about your individual questions and overall scores for this reporting period and last period. The amount of change is listed in the second column of data. The EMS Database comparative data for this period is presented on the right. To ensure confidentiality, data for questions are provided only when the questions are asked by seven or more facilities.

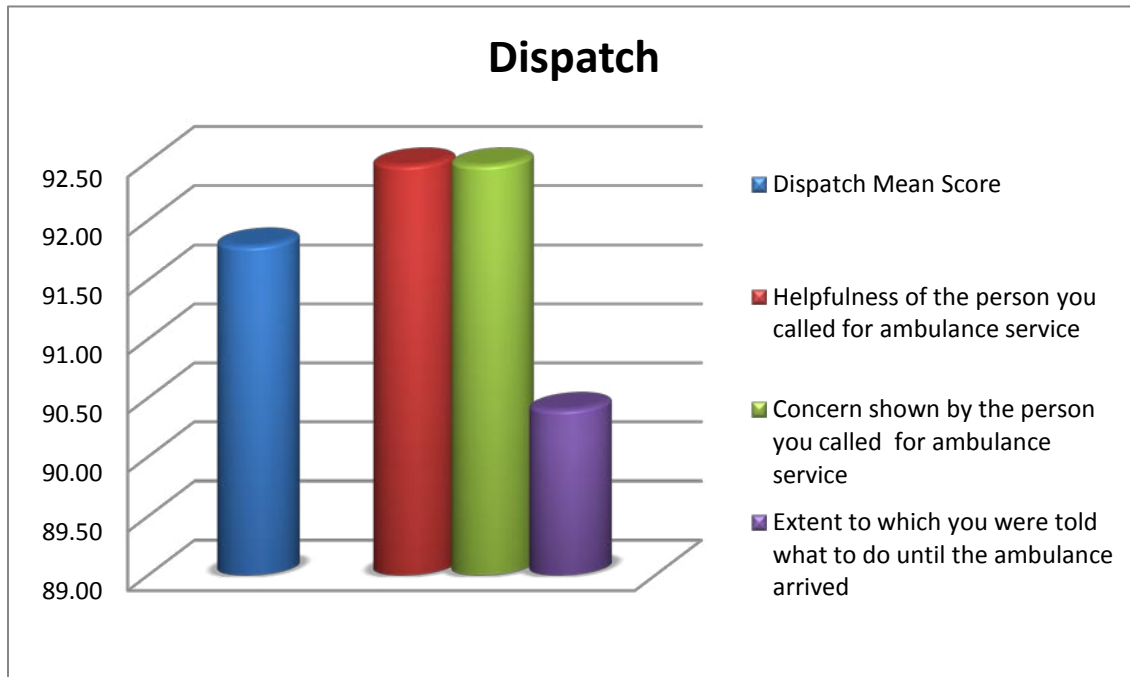
	Last Period	Change	This Period	All Facilities in Database
Helpfulness of the person you called for ambulance service	92.07	0.40	92.47	92.40
Concern shown by the person you called for ambulance service	90.74	1.73	92.47	92.19
Extent to which you were told what to do until the ambulance arrived	86.86	3.54	90.40	90.73
Extent to which the ambulance arrived in a timely manner	89.37	5.48	94.85	92.04
Cleanliness of the ambulance	91.92	3.85	95.77	93.92
Comfort of the ride	88.01	4.96	92.97	87.59
Skill of the person driving the ambulance	92.53	2.71	95.24	93.47
Care shown by the medics who arrived with the ambulance	93.68	1.97	95.65	94.18
Degree to which the medics took your problem seriously	94.41	0.74	95.15	94.20
Degree to which the medics listened to you and/or your family	94.21	0.19	94.40	93.71
Skill of the medics	93.48	1.44	94.92	94.08
Extent to which the medics kept you informed about your treatment	91.37	1.90	93.27	92.31
Extent to which medics included you in the treatment decisions	92.75	0.87	93.62	92.07
Degree to which the medics relieved your pain or discomfort	90.24	0.76	91.00	90.64
Medics' concern for your privacy	90.91	3.73	94.64	92.91
Extent to which medics cared for you as a person	92.86	2.59	95.45	94.20
Professionalism of the staff in our billing office	87.98	5.77	93.75	88.45
Willingness of the staff in our billing office to address your needs	86.50	7.62	94.12	88.53
How well did our staff work together to care for you	92.50	3.13	95.63	93.11
Extent to which our staff eased your entry into the medical facility	94.66	-0.31	94.35	93.28
Appropriateness of Emergency Medical Transportation treatment	92.05	2.62	94.67	93.01
Extent to which the services received were worth the fees charged	85.71	2.07	87.78	86.45
Overall rating of the care provided by our Emergency Medical Transportation service	93.21	1.79	95.00	93.34
Likelihood of recommending this ambulance service to others	93.48	1.14	94.62	92.92
Overall Facility Rating	91.53	2.47	94.00	92.33



Dispatch Analysis

This analysis details the section results that concern dispatch operations. The analysis contains the mean scores for each survey question as well as the section mean score. There is also the top box comparison (Top Box refers to the percentage of responses that ranked the question as Very Good.) The percent positive shows those responses that rated the item from Fair to Very Good.

	Very Poor	Poor	Fair	Good	Very Good	Mean	Top Box	% Positive
Dispatch Mean Score	3	2	7	20	126	91.79	79.70%	96.80%
Helpfulness of the person you called for ambulance service	1	-	3	6	43	92.47	81.10%	98.10%
Concern shown by the person you called for ambulance service	1	-	2	8	42	92.47	79.20%	98.10%
Extent to which you were told what to do until the ambulance arrived	1	2	2	6	41	90.40	78.80%	94.20%

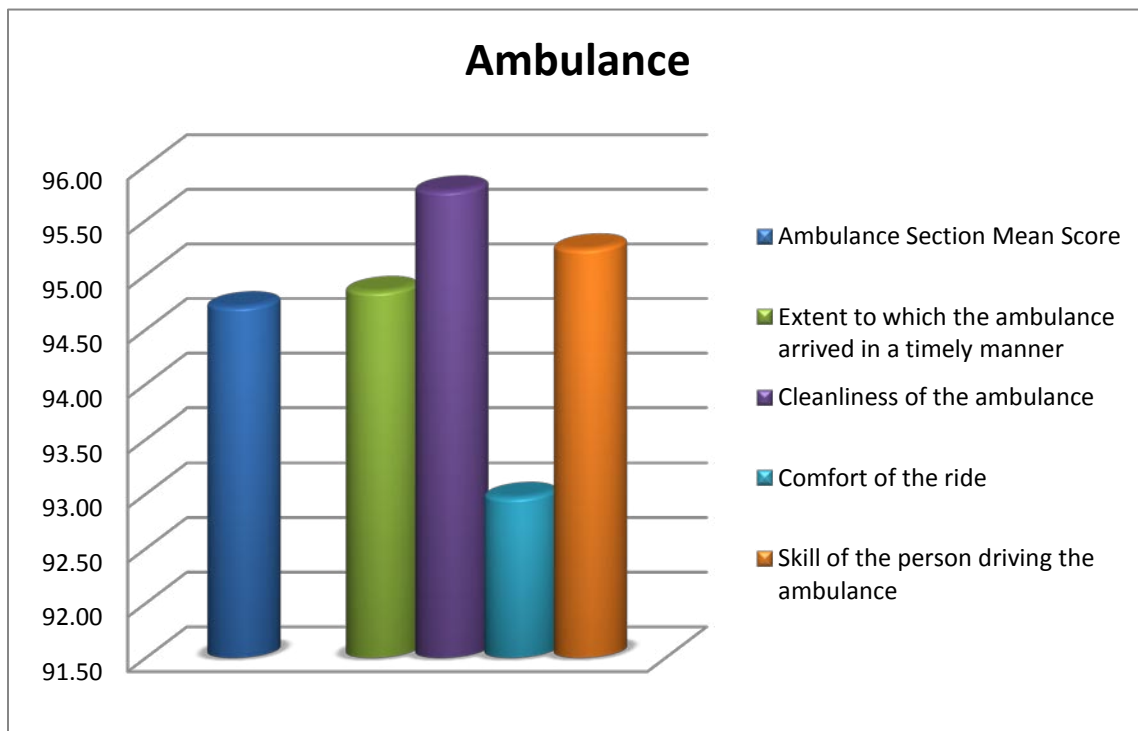




Ambulance Analysis

This analysis details the section results that concern ambulance operations. The analysis contains the mean scores for each survey question as well as the section mean score. There is also the top box comparison (Top Box refers to the percentage of responses that ranked the question as Very Good.) The percent positive shows those responses that rated the item from Fair to Very Good.

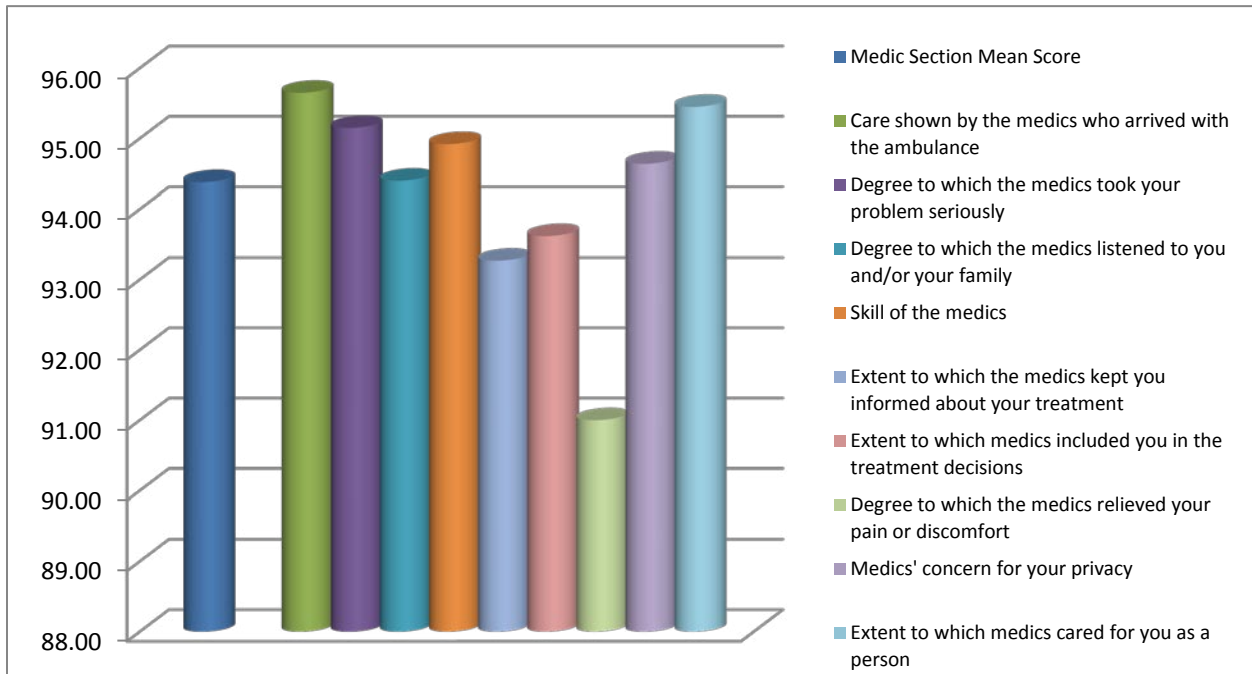
	Very Poor	Poor	Fair	Good	Very Good	Mean	Top Box	% Positive
Ambulance Section Mean Score	-	1	3	46	210	94.71	80.80%	99.60%
Extent to which the ambulance arrived in a timely manner	-	-	1	12	55	94.85	80.90%	100.00%
Cleanliness of the ambulance	-	-	-	11	54	95.77	83.10%	100.00%
Comfort of the ride	-	1	2	11	50	92.97	78.10%	98.40%
Skill of the person driving the ambulance	-	-	-	12	51	95.24	81.00%	100.00%





Medic Analysis

	Very Poor	Poor	Fair	Good	Very Good	Mean	Top Box	% Positive
Medic Section Mean Score	-	-	9	103	426	94.38	79.20%	100.00%
Care shown by the medics who arrived with the ambulance	-	-	-	12	57	95.65	82.60%	100.00%
Degree to which the medics took your problem seriously	-	-	2	9	56	95.15	83.60%	100.00%
Degree to which the medics listened to you and/or your family	-	-	1	13	53	94.40	79.10%	100.00%
Skill of the medics	-	-	1	11	52	94.92	81.30%	100.00%
Extent to which the medics kept you informed about your treatment	-	-	2	10	40	93.27	76.90%	100.00%
Extent to which medics included you in the treatment decisions	-	-	1	10	36	93.62	76.60%	100.00%
Degree to which the medics relieved your pain or discomfort	-	-	2	14	34	91.00	68.00%	100.00%
Medics' concern for your privacy	-	-	-	12	44	94.64	78.60%	100.00%
Extent to which medics cared for you as a person	-	-	-	12	54	95.45	81.80%	100.00%

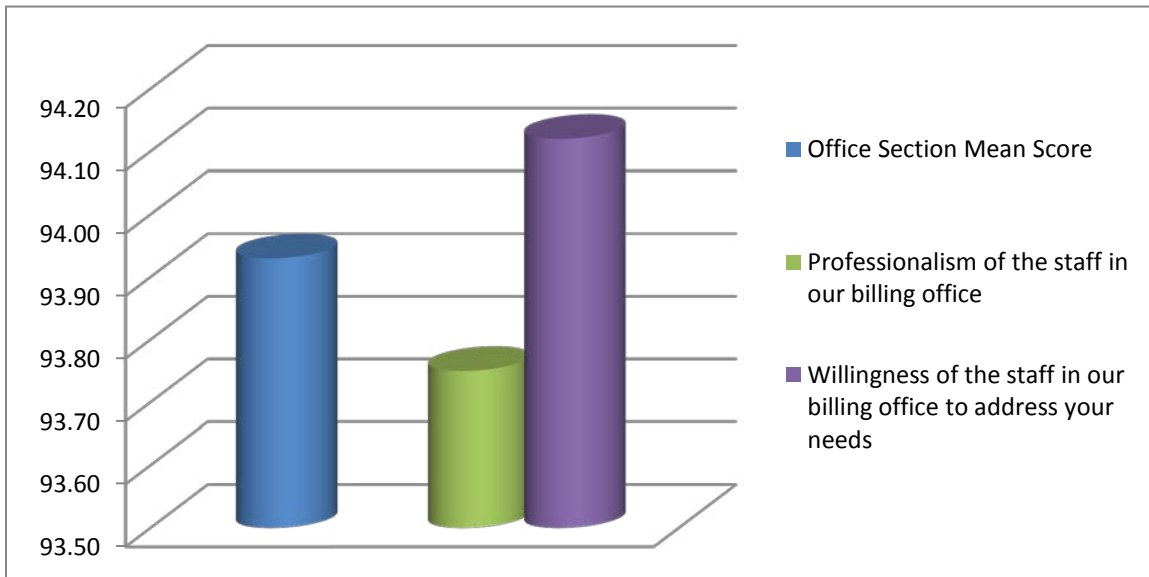




Office Staff Analysis

This analysis details the section results that concern office operations. The analysis contains the mean scores for each survey question as well as the section mean score. There is also the top box comparison (Top Box refers to the percentage of responses that ranked the question as Very Good.) The percent positive shows those responses that rated the item from Fair to Very Good.

	Very Poor	Poor	Fair	Good	Very Good	Mean	Top Box	% Positive
Office Section Mean Score	-	-	-	17	53	93.93	75.70%	100.00%
Professionalism of the staff in our billing office	-	-	-	9	27	93.75	75.00%	100.00%
Willingness of the staff in our billing office to address your needs	-	-	-	8	26	94.12	76.50%	100.00%

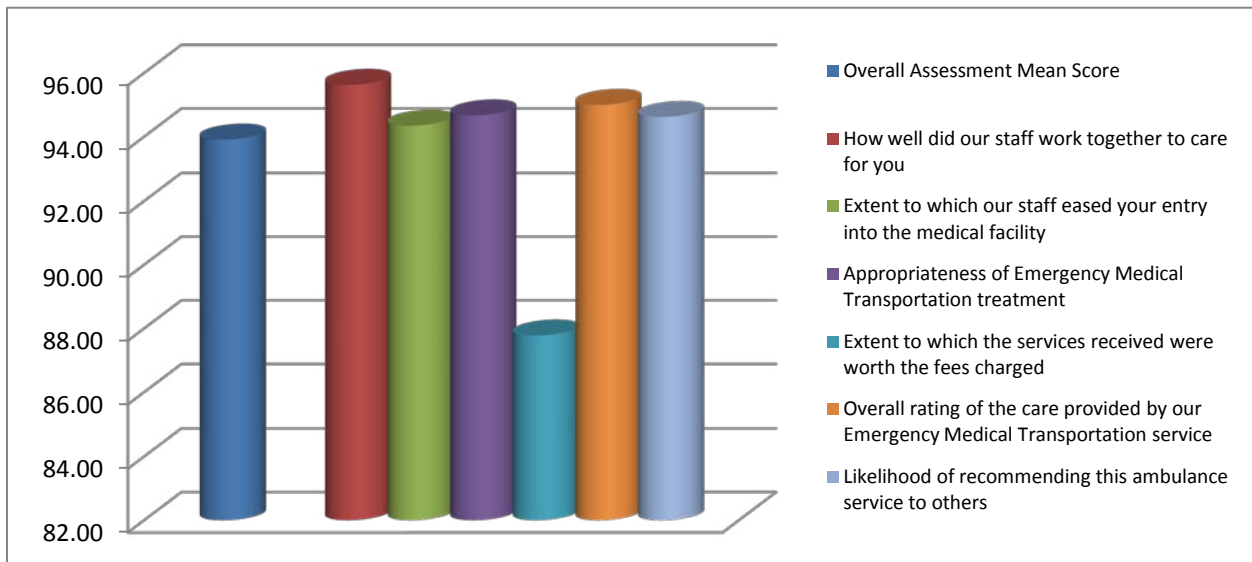




Overall Assessment Analysis

This analysis details the section results that concern the overall assessment of operations. The analysis contains the mean scores for each survey question as well as the section mean score. There is also the top box comparison (Top Box refers to the percentage of responses that ranked the question as Very Good.) The percent positive shows those responses that rated the item from Fair to Very Good.

	Very Poor	Poor	Fair	Good	Very Good	Mean	Top Box	% Positive
Overall Assessment Mean Score	1	1	4	74	285	93.91	78.10%	99.50%
How well did our staff work together to care for you	-	-	-	11	52	95.63	82.50%	100.00%
Extent to which our staff eased your entry into the medical facility	-	-	-	14	48	94.35	77.40%	100.00%
Appropriateness of Emergency Medical Transportation treatment	-	-	-	13	48	94.67	78.70%	100.00%
Extent to which the services received were worth the fees charged	1	-	4	12	32	87.78	65.30%	98.00%
Overall rating of the care provided by our Emergency Medical Transportation service	-	-	-	13	52	95.00	80.00%	100.00%
Likelihood of recommending this ambulance service to others	-	1	-	11	53	94.62	81.50%	98.50%





Company Comparisons

The following chart gives a comparison of the mean score for each question as scored by comparable companies. Your company is highlighted. There is also a green-shaded highlight of the highest score for each question. This will show how you compare to similar companies.

	Total DB	Swartz	G	I	J	K	L	N	O
Small Volume Services (<110 Responses)									
Total Score	92.33	94.00	94.42	84.23	97.03	93.78	96.58	92.78	96.47
Helpfulness of the person you called for ambulance service	92.40	92.47	95.35	82.58	98.96	94.38	98.17	91.68	98.39
Concern shown by the person you called for ambulance service	92.19	92.47	94.64	85.71	98.86	94.08	97.50	91.22	96.77
Extent to which you were told what to do until the ambulance arrived	90.73	90.40	93.29	83.14	96.25	87.96	97.14	88.96	94.17
Extent to which the ambulance arrived in a timely manner	92.04	94.85	97.28	81.94	97.66	93.32	97.18	95.40	96.34
Cleanliness of the ambulance	93.92	95.77	97.28	85.58	96.77	97.37	97.03	95.10	98.13
Comfort of the ride	87.59	92.97	90.00	80.90	92.74	87.18	93.24	90.76	93.90
Skill of the person driving the ambulance	93.47	95.24	95.45	86.32	96.77	93.92	95.34	93.16	96.25
Care shown by the medics who arrived with the ambulance	94.18	95.65	96.43	88.46	99.24	96.15	97.88	95.72	99.38
Degree to which the medics took your problem seriously	94.20	95.15	96.35	87.02	100.00	96.79	97.50	95.65	98.75
Degree to which the medics listened to you and/or your family	93.71	94.40	95.74	86.27	97.73	96.71	97.41	95.18	97.50
Skill of the medics	94.08	94.92	95.31	86.27	96.88	93.75	97.81	94.77	96.88
Extent to which the medics kept you informed about your treatment	92.31	93.27	96.28	82.81	95.00	91.43	93.62	91.84	96.79
Extent to which medics included you in the treatment decisions	92.07	93.62	95.24	82.53	93.48	91.35	97.66	91.87	92.28
Degree to which the medics relieved your pain or discomfort	90.64	91.00	92.39	81.69	99.00	92.19	94.68	88.29	93.94
Medics' concern for your privacy	92.91	94.64	93.62	84.90	96.77	94.70	96.50	90.64	93.94
Extent to which medics cared for you as a person	94.20	95.45	95.83	86.50	98.44	95.39	98.28	94.77	98.03
Professionalism of the staff in our billing office	88.45	93.75	88.89	80.47	93.75	91.07	95.31	81.67	95.59
Willingness of the staff in our billing office to address your needs	88.53	94.12	89.42	81.25	86.54	90.38	92.19	81.67	93.33
How well did our staff work together to care for you	93.11	95.63	94.27	85.42	97.66	94.08	99.11	93.97	96.62
Extent to which our staff eased your entry into the medical facility	93.28	94.35	94.57	86.98	97.73	96.79	98.18	94.46	97.44
Appropriateness of Emergency Medical Transportation treatment	93.01	94.67	95.11	85.94	98.44	95.14	97.27	95.18	96.74
Extent to which the services received were worth the fees charged	86.45	87.78	88.89	77.24	95.19	87.10	92.05	89.64	93.94
Overall rating of the care provided by our Emergency Medical service	93.34	95.00	95.21	83.84	98.44	96.25	95.28	96.05	97.92
Likelihood of recommending this ambulance service to others	92.92	94.62	94.15	83.72	97.58	94.74	97.22	94.48	97.79
Number of Surveys for the period	8463	73	51	57	33	43	67	70	43
Small Volume Service Ranking		10	8	17	2	11	3	13	4
Overall rank for all companies in the Database		10	8	37	2	13	3	19	4





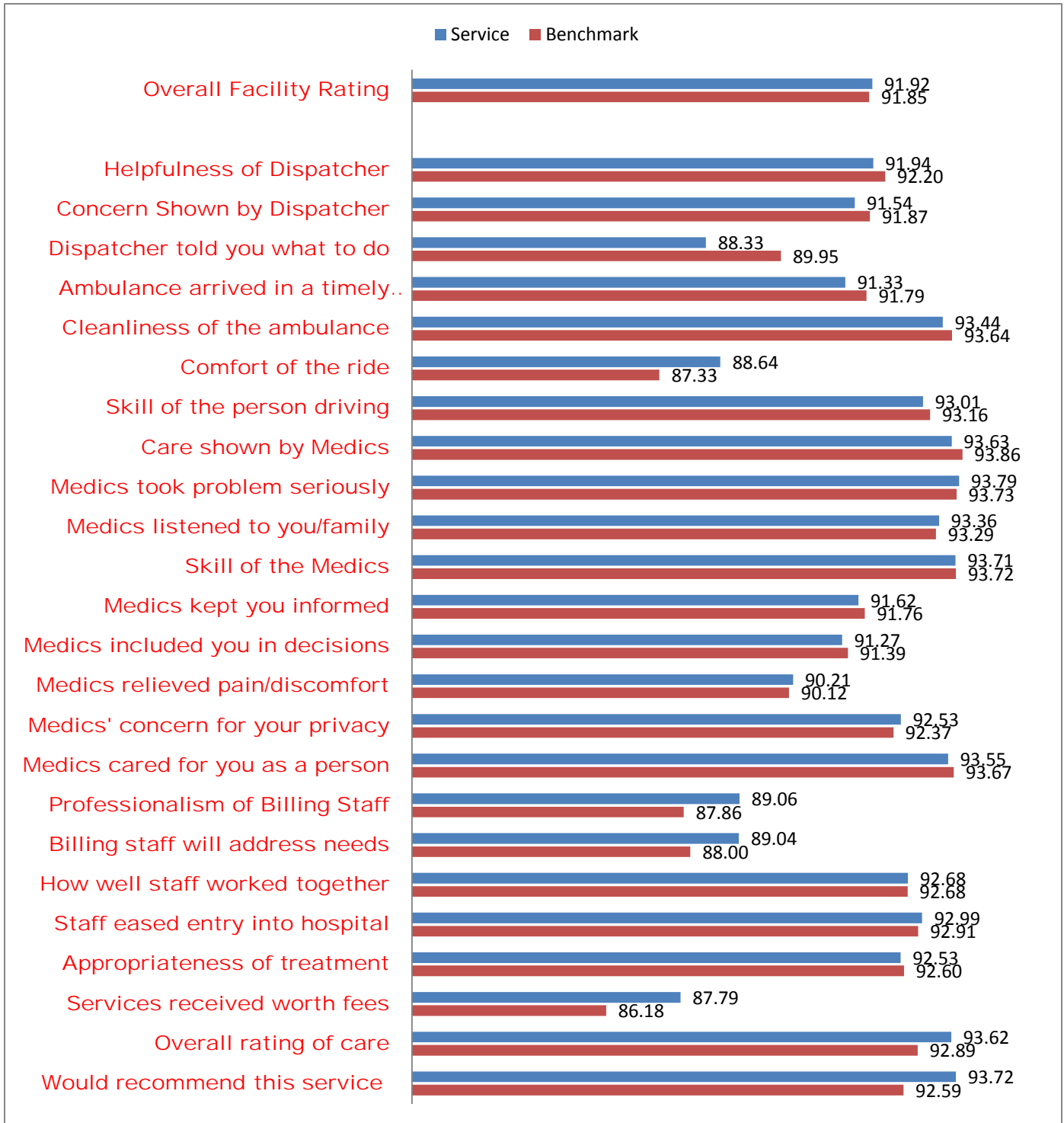
Top Box Comparisons

The Top Box Analysis displays the number of responses for the entire survey by question and rating. The Top Box itself shows the percentage of “Very Good” responses, the highest rating, for each question. Next to the company rating is the entire EMS DB rating for those same questions.

	Very Poor	Poor	Fair	Good	Very Good	Company % Very Good	EMS DB % Very Good
Overall Company Rating	4	4	23	260	1100	79.10%	75.30%
Helpfulness of the person you called for ambulance service	1	-	3	6	43	81.10%	74.90%
Concern shown by the person you called for ambulance service	1	-	2	8	42	79.20%	74.00%
Extent to which you were told what to do until the ambulance arrived	1	2	2	6	41	78.80%	70.80%
Extent to which the ambulance arrived in a timely manner	-	-	1	12	55	80.90%	74.10%
Cleanliness of the ambulance	-	-	-	11	54	83.10%	77.80%
Comfort of the ride	-	1	2	11	50	78.10%	63.50%
Skill of the person driving the ambulance	-	-	-	12	51	81.00%	77.30%
Care shown by the medics who arrived with the ambulance	-	-	-	12	57	82.60%	80.90%
Degree to which the medics took your problem seriously	-	-	2	9	56	83.60%	81.50%
Degree to which the medics listened to you and/or your family	-	-	1	13	53	79.10%	80.00%
Skill of the medics	-	-	1	11	52	81.30%	80.00%
Extent to which the medics kept you informed about your treatment	-	-	2	10	40	76.90%	75.00%
Extent to which medics included you in the treatment decisions	-	-	1	10	36	76.60%	75.00%
Degree to which the medics relieved your pain or discomfort	-	-	2	14	34	68.00%	71.80%
Medics' concern for your privacy	-	-	-	12	44	78.60%	76.10%
Extent to which medics cared for you as a person	-	-	-	12	54	81.80%	81.20%
Professionalism of the staff in our billing office	-	-	-	9	27	75.00%	61.50%
Willingness of the staff in our billing office to address your needs	-	-	-	8	26	76.50%	62.30%
How well did our staff work together to care for you	-	-	-	11	52	82.50%	76.70%
Extent to which our staff eased your entry into the medical facility	-	-	-	14	48	77.40%	77.40%
Appropriateness of Emergency Medical Transportation treatment	-	-	-	13	48	78.70%	77.00%
Extent to which the services received were worth the fees charged	1	-	4	12	32	65.30%	63.60%
Overall rating of the care provided by our Emergency Medical Service	-	-	-	13	52	80.00%	78.30%
Likelihood of recommending this ambulance service to others	-	1	-	11	53	81.50%	78.20%



Cumulative Totals





Facilities in Database

Acton Fire Department Ambulance	Acton, MA	LifeNet EMS	Texarkana, TX
Albion Community Ambulance	Albion, MI	Lincoln Fire Department	Lincoln, MA
Bay State Health	Springfield, MA	Maynard Fire Department	Maynard, MA
Boxborough Fire Department Ambulance	Boxborough, MA	Medic EMS	Davenport, IA
Carilion Clinic, Patient Transportation	Roanoke, VA	Medstar Ambulance	Clinton Twp, MI
Cetronia Ambulance Corps	Allentown, PA	Mercy Flights Inc.	Medford, OR
Columbus Connection	Columbus, OH	Mobile Medical Response	Saginaw, MI
Concord Fire Department Ambulance	Concord, MA	Monroe Community Ambulance	Monroe , MI
Cypress Creek EMS	Houston, TX	Montgomery County Hospital District	Conroe, TX
Guilford County EMS	Greensboro, NC	Natick Fire Department Ambulance	Natick, MA
HealthEast Medical Transportation	St. Paul, MN	Nature Coast EMS	Lecanto, FL Brooklyn Center, MN
Howard County EMS	Nashville, AR	North Memorial EMS	
Humboldt General Hospital	Winnemucca, NV	Patient Transport Services	Milford, OH
Huron Valley Ambulance	Ann Arbor, MI	Pearland EMS	Pearland, TX
Jackson Community Ambulance	Jackson, MI	Portage Co. EMS	Portage, WI
Lenawee Community Ambulance	Adrian, MI	Professional Ambulance Service	Cambridge, MA
Life Care Medical	Sterling, CO	Professional MedTeam	Muskegon, MI
Life EMS Ambulance	Grand Rapids, MI	Puckett EMS	Austell, GA
Life EMS Ambulance of Allegan County	Allegan, MI	San Juan Island EMS	Friday Harbor, WA
Life EMS Ambulance of Ionia County	Ionia, MI	Siouxland Paramedics	Sioux City, IA
Life EMS Ambulance of Kalamazoo/Portage	Kalamazoo, MI	St. Charles County Amb District	St Peters, MO
Life EMS Ambulance of Lake County	Baldwin, MI	Swartz Ambulance	Flint, MI
Life EMS Ambulance of Mason County	Ludington, MI	Tri-Hospital EMS	Port Huron, MI
Life EMS Ambulance of Newaygo County	Newaygo, MI	Weston Fire Department Ambulance	Weston, MA
LifeCare Ambulance	Battle Creek, MI	Yoe Ambulance Service	Yoe, PA
LifeCare of Branch County	Coldwater, MI		

Assess your vital signs.



EMS Executive Summary

EMS System Report

Quarterly Report for January - March, 2011



Number of Your Patients in this Report:

73

Number of Patients in All EMS DB:

8463

Number of Transport Services in All EMS DB:

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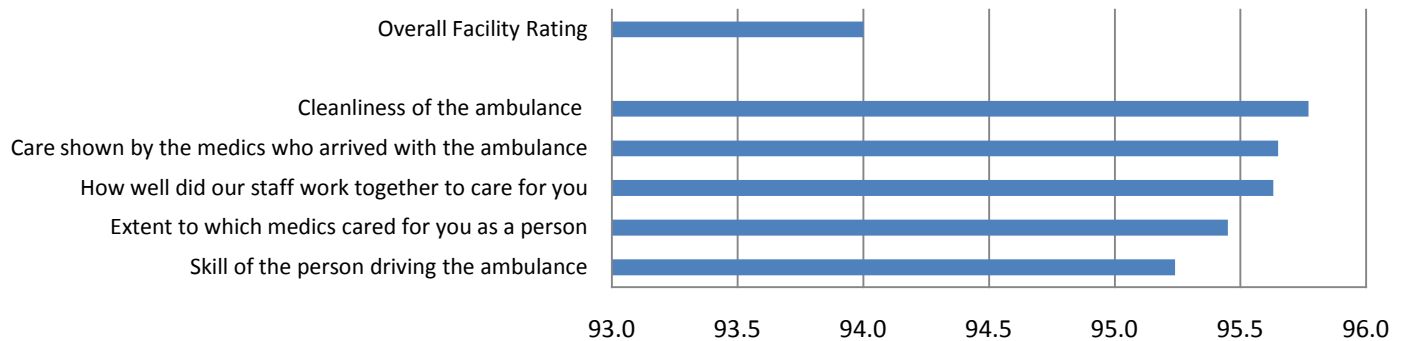


1.0 Overall Performance Summary

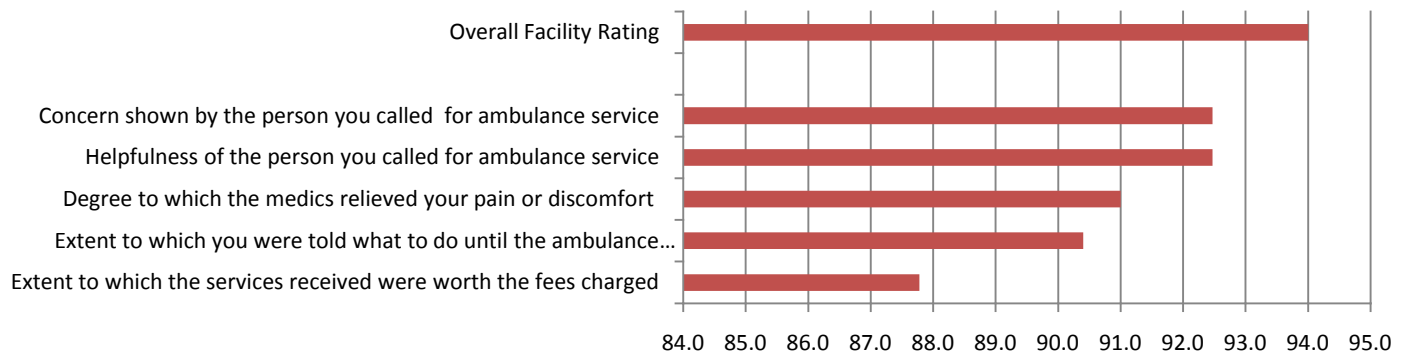
- This report contains data from 73 Swartz Ambulance patients who returned a questionnaire between 1/01/2011 and 3/31/2011.
- The overall mean score for the standard questions was 94.00; this is 1.67 points higher than the overall EMS database score of 92.33.
- Your quarterly score of 94.00 is 2.47 points higher than last quarter's score of 91.53. It is ranked the 10th highest score nationally for all companies in the data base for the quarter. This score ranked 10th among smaller volume services during the quarter.
- 79.1% of responses to standard questions had a rating of Very Good, the highest rating. 99.4% of all responses were positive.

2.0 Comparisons of Highest and Lowest Scores

5 Highest Scores



5 Lowest Scores





3.0 Greatest Increases and Decreases by Question

Decreases	Last Period	This Period	Change	Total DB Score
Extent to which our staff eased your entry into the medical facility	94.66	94.35	-0.31	93.28

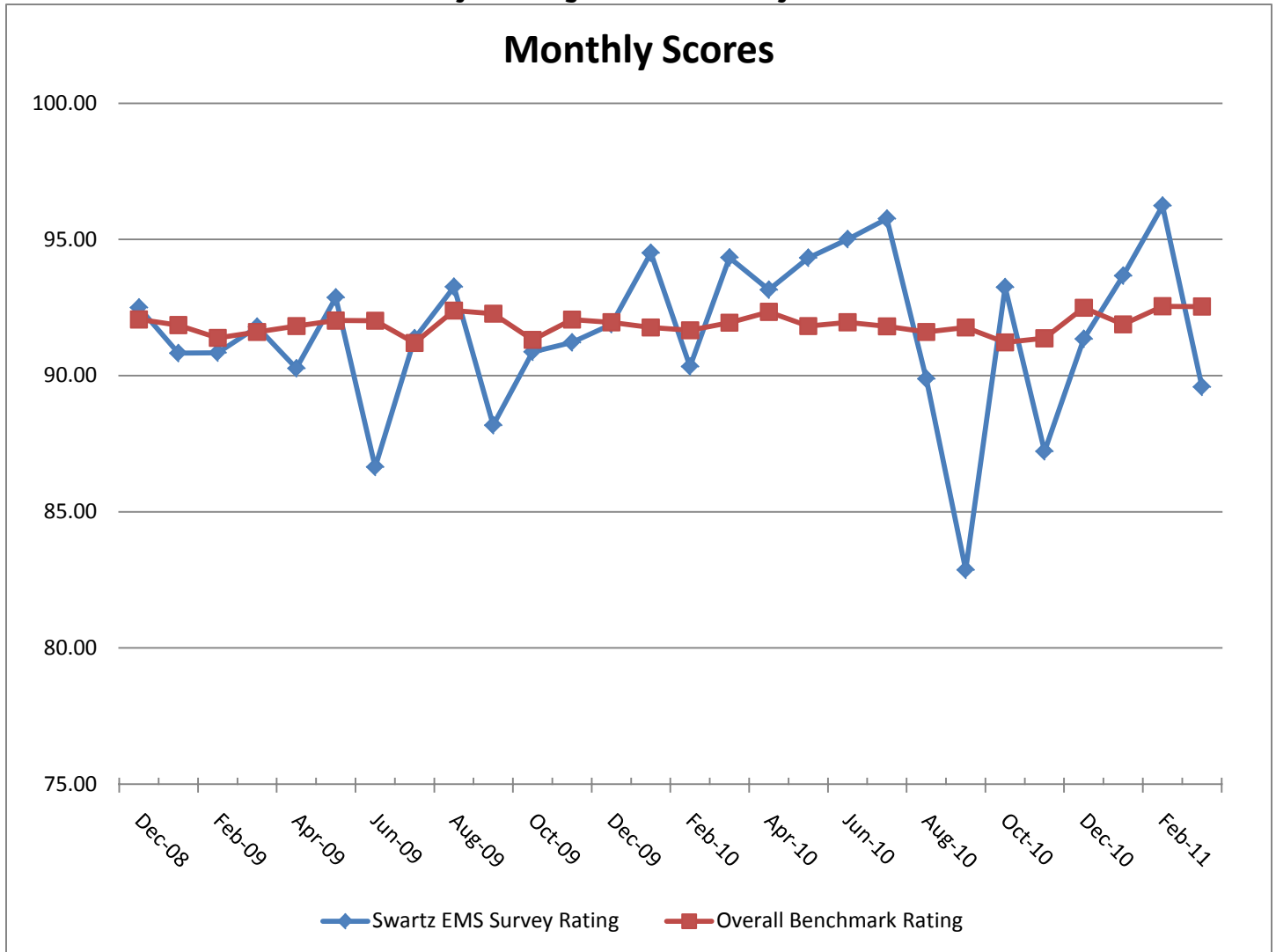
Increases	Last Period	This Period	Change	Total DB Score
Willingness of the staff in our billing office to address your needs	86.50	94.12	7.62	88.53
Professionalism of the staff in our billing office	87.98	93.75	5.77	88.45
Extent to which the ambulance arrived in a timely manner	89.37	94.85	5.48	92.04
Comfort of the ride	88.01	92.97	4.96	87.59
Cleanliness of the ambulance	91.92	95.77	3.85	93.92
Medics' concern for your privacy	90.91	94.64	3.73	92.91
Extent to which you were told what to do until the ambulance arrived	86.86	90.40	3.54	90.73
How well did our staff work together to care for you	92.50	95.63	3.13	93.11
Skill of the person driving the ambulance	92.53	95.24	2.71	93.47
Appropriateness of Emergency Medical Transportation treatment	92.05	94.67	2.62	93.01

4.0 Greatest Scores Above Benchmark by Question

Highest above Benchmark	This Period	Variance	Total DB Score
Willingness of the staff in our billing office to address your needs	94.12	5.59	88.53
Comfort of the ride	92.97	5.38	87.59
Professionalism of the staff in our billing office	93.75	5.30	88.45
Extent to which the ambulance arrived in a timely manner	94.85	2.81	92.04
How well did our staff work together to care for you	95.63	2.52	93.11
Cleanliness of the ambulance	95.77	1.85	93.92
Skill of the person driving the ambulance	95.24	1.77	93.47
Medics' concern for your privacy	94.64	1.73	92.91
Likelihood of recommending this ambulance service to others	94.62	1.70	92.92



5.0 Monthly Tracking of Overall Survey Score



Assess your vital signs.

For more information, contact
1-877-583-3100 or
service@EMSSurveyTeam.com