

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday March 28, 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 March 14, 2011 MOTION Pg. 8, 15-19
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8, 2-7
 - 6B. Monthly Fire Report, Audit Pg. 20-62
 - 6C. Proclamations, Spc. Parker – Law Day (Agenda Item) Pg. 63, 64-66
 - 6D. Miller-Elms Project, CE Proposal (Agenda Item) Pg. 67-68
 - 6E. Delinquent CCIF Fees (Agenda Item) Pg. 69-75
 - 6F. Park Fee Waiver Request, Cub Scouts #122 (Agenda Item) Pg. 76
 - 6G. Springbrook Colony Utility Transfer Agreement (Agenda Item) Pg. 77-81
 - 6H. Heritage & Springbrook SAD, Design Engineering (Agenda Item) Pg. 82-93
 - 6I. WWS Invoice, NPDES-IDEP Storm Water Management (Agenda Item) Pg. 94-98
 - 6J. Waste Collection Bid Specs Pg. 99-116
 - 6K. 2000-2010 Census Comparative Pg. 117
 - 6L. Consumer's Notice, Grant Award Pg. 118
 - 6M. MML L&PP Notice, Refund Pg. 119-120
 - 6N. Legislative Updates Pg. 121-132
 - 6O. Church of Christ Beautification Projects Pg. 133
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. Proclamation, Specialist Jessica Parker, U.S. Army PROC. Pg. 63
 - 7B. Proclamation, 2011 Annual Law Day Observance PROC. Pg. 64
 - 7C. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Appropriation, Miller Elms Project Construction Engineering RESO. Pg. 9, 67-68
 - 8B. Appropriation, Delinquent County CCIF Fees RESO. Pg. 10, 69-75
 - 8C. Park Fee Waiver Request, Cub Scout Pack #122 RESO. Pg. 11, 76
 - 8D. Springbrook Colony Utility Transfer Agreement RESO. Pg. 12, 77-81
 - 8E. Appropriation, Springbrook East Design Engineering RESO. Pg. 12, 82-93
 - 8F. Appropriation, Heritage Village Design Engineering RESO. Pg. 13, 82-93
 - 8G. NPDES-IDEP Surface Water Management DISC. Pg. 94-98
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 March 28, 2011 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 25-March-2011

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **2010-2011 FISCAL BUDGET (Status)**

Here is a tentative schedule:

March:	Discussion, Direction
April 11 th :	Present Draft, Discussion, Set Public Hearing
May 9 th :	Public Hearing, Discussion
Middle May	Special Meeting, If Desired By Council
May 23 rd :	Adopt Budget
June 13 th :	Truth in Taxation Hearing, Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 27 th :	Buffer Date, If Needed
June 30 th :	Fiscal Year End

✓ **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.

✓ **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 (Resolution)

MDOT bid returns have been tabulated and posted. There were 14 total returns with the low bidder being Cadillac Asphalt LLC of Wixom Michigan, in the amount of

\$507,816.54 (5% below engineers' estimates). The high bid was \$689,064. Included with tonight's package is a proposal from Rowe Engineering for construction engineering and testing, in the amount of \$59,160 (17% of the project, inclusive of design engineering). Work is set to begin in the first week of May with a ten week completion. I have a resolution for appropriation for construction engineering included with tonight's program.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

2008 REPAIR ROSTER (Status)

As a re-cap, the contractor's are Maintenance & Construction Company, of Romulus Michigan, at \$101,547, with construction engineering and testing (\$1,980), the total being \$103,527, and Lang Construction of Flint Michigan, in the amount of \$8,523 for the storm sewer repairs. Totals are:

<i>Total Project Cost</i>				
Cape Seal	\$104,000			
Storm Repair	\$8,523	101 Fund	203 Fund	226 Fund
TOTAL	\$112,523	\$8,766	\$70,000	\$33,757

The storm sewer work has been completed. The Cape Seal work has been put off until weather permits in the spring.

✓ **COUNTY WWS ISSUES PENDING (See Individual Category)**

KAREGNONDI WATER AUTHORITY (Status)

Pending.

SEWER I&I PENALTIES, REHABILITATION (Status)

Implementation delayed until sometime in 2011.

SEWER USE ORDINANCE – INDUSTRIAL PRE-TREATMENT (Status)

As the Council is aware, WWS has given the City a thirty day ultimatum to enact the Sewer Use Ordinance (along with appropriation of the delinquent CCIF) and the perpetuity agreement or face termination from further connections to the system. The ultimatum is in to Mr. Figura for an opinion. The Council has requested that he attend the meeting tonight, however, he is unable to do so. He will be attending the meeting of April 24th to discuss options.

DELINQUENT COUNTY CAPITAL IMPROVEMENT FEE (C.C.I.F.) (Resolution)

It's my recommendation that we pay this. I met with the Drain Commissioner and he explains this in a way that makes it more palatable. Mr. Wright advises that the CCIF Fee was instituted as a mechanism to replace local municipalities' obligation towards debt service. As some of the Council may recall, we had debt service commitments for many years for improvements to the water and sanitary sewer. Both of these commitments were retired in the mid to late 2000's. "Unit" capacity was allocated to governments based on projected use. When the debt was retired, the system, particularly the sewer, was near its maximum capacity. Expansions were undertaken by the County, specifically to the ART Plant in Montrose, the County incurring the debt. Instead of hooking local governments for the debt, the cost was passed directly to the developers as new connections were made, in the form of the CCIF, at \$1,000 per REU. I agree with this. My issue is poor planning, management and reconciliation on the County's part in administrating the collection of these fees. At any rate, the system capacity was used and the connections need to contribute to the debt service. Mr. Wright reviewed our complaint and re-calculated the fees. Included with tonight's packet is a reduction from the original \$61,000 to a total of \$36,566.34. I'm not entirely sure how he arrives at the figure, but I'm guessing that he went back

to the original unit capacity allocations for some of the unit connections, adjusting off the water connections and charging \$183.31 for the sewer connections. The breakdown is 14 sewer units at \$183.31 (\$2,566.34), 16 sewer units at \$1,000 (\$16,000) and 18 water units at \$1,000 (\$18,000), for a total of \$36,566.34. Mr. Wright also advises that his office will assist the City in collecting these fees from the developers and allow the payment over time. I have a resolution for appropriation and payment included with tonight's agenda.

✓ **MARATHON REDEVELOPMENT PROJECT** (*Status*)

Marathon Oil has proposed that we deed the property over to them and they will clean it up, all of it. Then, with our help, they will sell it to recover the expenses involved with the cleanup. I've informed Marathon that we have an interest in proceeding. They are in the process of scheduling conference calls with their legal division. I'll keep the Council posted.

✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)

Pending a report back to the Council with recommendation on the structure as well as the house the City owns at Morrish & Fortino.

✓ **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. I've met with the POLC and discussed the financial future of the City and its relevance to rate increases, which frankly speaking, remains bleak. They don't like it, but they do understand. At the meeting of January 10th, we approved a letter of understanding that allows a "me too" clause for all our labor units. I have met with the AFSCME unit and they have requested to be included with the additional "no value" 40 hours of absent time. I am continuing to meet with them on options.

On another note, 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.

✓ **GO GREEN, EECBG PUBLIC SAFETY BUILDING HVAC GRANT** (*Status*)

The system has been installed. We are in the process of reconciling submittals to the state for re-imbusement.

- ✓ **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 now in a bit of a state of flux based in the introduction of legislation that may prohibit such ordinances.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Resolutions*)
 As you recall, we tabled action on this at the last meeting. The concern was that there was risk in losing fees the City would front for design engineering, specifically with Heritage Village as the interests there were mixed, as opposed to Springbrook East. The bottom line is we need to get out to bid as soon as possible on both of these. The two associations also share concerns regarding the future of vacant lots that the banks may own and walk away from leaving assessments to be paid by the associations. What slipped my mind at the last meeting is that we are holding funds deposited by Woodside for each house constructed in Heritage, the funds earmarked for road improvements that might be needed as the development built out. It's clear that very little, if any building will be happening for a very long time. In the meantime, we can certainly use these funds to cover the finishing of design engineering for Heritage. In Springbrook, the agreement has stalled momentarily as they decide what streets to do, the concern being the same regarding the future of vacant lots. At any rate, we are very close to resolving the Springbrook agreement, which will then be the template for Heritage. I have modified resolutions back tonight to finish design engineering and get out to bid now for both associations. The resolutions include the signing of agreements and the use of the held funds for Heritage design. Bid returns will give us hard pricing that we can use in the SAD process. In addition, we have Cadillac Asphalt that will be here most of the summer. They are much more than happy to extend a price while they are here. If we can bid it public and include Cadillac, we should get the best price possible. As a re-cap, the amounts are \$9,838 for Springbrook East and \$12,402 for Heritage.
- ✓ **ZONING CODE AMENDMENT** (*Status*)
 As you know, we have placed a short moratorium on these establishments to allow the Planning Commission to finish their review. The Council should have it back soon (I hope anyway) with a recommendation for final adoption.
- ✓ **MILLER-ELMS PDD AMENDMENT, FAMILY FARM & HOME** (*Status*)
 I think we are done with actions on this project. We are gathering up the final documents for the issuance of building permits.
- ✓ **WASTE & RECYCLING SERVICES CONTRACT** (*Status*)
 We have heard presentations from two of the three companies that I anticipate will be interested in this contract. Both of the companies offer some nice amenities with their service; however, the bottom line is that we cannot afford any luxury expenses, anywhere in any fund. Included with tonight's packet is a final draft of the solicitation for bids. Please feel free to speak up if anyone has comments. If nothing, we will go to market on this on Tuesday March 29th.
- ✓ **NEIGHBORHOOD STABILIZATION PROGRAM** (*Status*)
 Pending.

✓ **AYSO GROUND LEASE REQUEST** (*Status*)

The local AYSO (American Youth Soccer Organization) has inquired if the City would be interested in a “no cost” ground lease agreement for the 20 acres of City property located on Bristol Road between the west lot line of GM-SPO and the Heritage Village Subdivision. They would like to construct soccer fields for practice and competition events on the land. Their proposal fits with our plans for a sports park on the land. As we all know, it will be many years before, and if ever, we have the funds to pursue our plan. I will be back in the future with a better defined direction after I spend additional time with the organization.

✓ **SIGN ORDINANCE** (*Information*)

Adam tells me that the date on this was extended to 2012 when we adopted our Appendix A. Either way, maybe later into the summer when we get past the budget season, we can talk about some solutions here.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **PROCLAMATION'S** (*Proclamations*)

#1. At the last meeting, we did a proclamation for a Cpl. Nicholas Parker, a bronze star recipient. The proclamation was at the request of a public relations firm employed by the U.S. Army. When I spoke to the PR Firm, they could not give me data on the family, citing privacy. I could have knocked around a bit and found the family, but decided against it for privacy reasons. In hindsight, I should have spent the time and found them. The soldier's mother called and come to find out; Cpl. Parker is married to another soldier who is stationed in Iraq. The two families have been communicating on the proclamation we did and are a bit upset over not being contacted to attend the meeting and receive the proclamation direct. So, I invited the Parker's back so we can present a proclamation to Cpl Parker's wife, Jessica Parker, in absentia Mrs. Parker is from Wilber, Nebraska so her parents cannot attend. The parents of Nicholas Parker will be accepting the proclamation in behalf of their Daughter-in-Law.

#2. As long as we're at it, the Genesee County Bar Association is looking for their annual Law Day Observance Proclamation as a part of the week long observance. Included with tonight's agenda is the 2011 Law day Observance Proclamation.

✓ **PARK FEE WAIVER, CUB SCOUTS** (*Resolution*)

Included with tonight's agenda is a request from Cub Scout Pack #122 for waiver of Park Fees in Elms Pavilion #2 on Saturday May 21st, I have included a resolution for consideration.

✓ **SPRINGBROOK COLONY UTILITY TRANSFER AGREEMENT** (*Resolution*)

As the Council is aware from previous discussions, the MI-DEQ has chased us for years on the water and sewer systems in Springbrook Colony subdivision. Their concern is primarily the water. The system in Springbrook is looped into the public system creating public use water that runs through a private system and back into a public system. This was permissible years ago when the systems was constructed, but at a later point, prohibited. Included with tonight's agenda is a very short agreement that transfers the system to the City. Basically, we are responsible for the maintenance and repair, but nothing else that may be damaged in the process (streets, sidewalks, storm sewers, etc.).

✓ **NPDES – IDEP SURFACE WATER MANAGEMENT** (*Discussion*)

In your packet is an invoice from WWS Surface Water Management and related documents to NPDES testing. I have set this for a short discussion to explain these and bring the Council up to date on a growing problem here.

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 north wall at the Public Safety Building behind the Police Department collapsed. We are looking at solutions to take care of this more pressing problem first.
- *Tabled Garbage Collection Policy.* Resting comfortably... for now.
- *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.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday March 28, 2011 7:00 P.M.

Resolution No. 110328-4A MINUTES – MARCH 14, 2011

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held March 28, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110328-5A 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 March 28, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110328-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of March 28, 2011, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**APPROPRIATION, CONSTRUCTION ENGINEERING
MILLER – ELMS PROJECT**

Motion by Councilmember: _____

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

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

WHEREAS, the City of Swartz Creek has identified a need to make repairs and improvements to Miller Road between Elms Road and Tallmadge Court, inclusive of the intersection of Miller and Elms and points north and south of the intersection, and further, the project has been designed, approved by the Michigan Department of Transportation, let for bid and a contract awarded to the low bidder, being Cadillac Asphalt LLC of Wixom Michigan, in the amount of \$507,816.54; and,

WHEREAS, the City’s contracted engineering firm, Rowe Professional Services Inc. is under contract awarded in July 2008 after the completion of a Qualification Based Selection Process; and

WHEREAS, the City’s Engineer, Rowe Professional Services Inc. has submitted a proposal for construction engineering, testing and observation services in the amount of \$59,160, that together with design engineering totals \$86,844, 17% of the total project costs.

NOW, THEREFORE, I Move the City of Swartz Creek appropriate an amount not to exceed \$59,160 to the City Engineer Rowe Professional Services Inc., to perform construction engineering, testing and observation services for the Miller Elms Project, funds to be posted in the City’s Major Street Fund 202

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

NOW, THEREFORE, I Move the City of Swartz Creek authorize and appropriate payment in the amount of \$36,566.34, to the Genesee County Division of Water & Waste, In accordance with the table included herein, conditioned as follows:

1. Payments will begin April 1, 2011 at \$1,000 per month, unless and until the delinquent party pays in partial or full, at which time the City shall forward all such collected funds by the delinquent party to the County until such debt has been repaid.
2. The responsible parties and agents shall be prohibited from conducting business with the City until the debt has been paid. The staff shall prepare and send a letter of explanation along with an invoice, net due 30 days, 5% late charges.
3. The City shall send a formal request to the County's Drain Commissioner requesting that they honor the ban until such a time as the debt has been settled. If the Drain Commissioner refuses to assist, the City shall appeal to the County Board of Commissioner's.

FURTHER, the Council authorizes appropriate entries into the City's financial accounting systems to allow the set up of receivable, payable and invoicing accounts, at the discretion of the City's Finance Director.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110328-8C

PARK FEE WAIVER REQUEST, ELMS PAVILION #2, CUB SCOUT PACK #122

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the use of, and grant a waiver of fees for the use of Elms Road Park Pavilion #2 on Saturday May 21, 2011 from 9:00 AM and 6:00 PM, for Cub Scout Pack #122.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 110328-8D

UTILITY TRANSFER AGREEMENT, SPRINGBROOK COLONY CONDOMINIUM ASSOCIATION, WATER & SANITARY SEWER

Motion by Councilmember: _____

I Move the City of Swartz Creek enter into an agreement with the Springbrook Colony Condominium Association for the permanent transfer of the Associations water and sanitary sewer systems to the City, terms as set forth in the agreement, 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: _____

Resolution No. 110328-8E

APPROPRIATION, SPRINGBROOK EAST SPECIAL ASSESSMENT DISTRICT, DESIGN ENGINEERING, EXECUTE SPECIAL ASSESSMENT AGREEMENT

Motion by Councilmember: _____

I Move the City of Swartz Creek direct the Mayor and the City Clerk to execute an agreement with Springbrook East Condominium Association, a draft template attached hereto, the actual document to be approved by the City Attorney and substantially corresponding to the template, and further, after the execution of the agreement, appropriate an amount not to exceed \$9,838 from the City’s General Fund, to the City’s Engineer, Rowe Professional Services Inc, for design engineering and bid documents regarding repairs and final overlay for streets within the association, in accordance with specifications set forth in the proposal, costs to be added to the Springbrook East Special Assessment Project. Be it further directed that the City’s staff set up a project within its accounting system to track expenses and revenues related to the Springbrook East Condominium Association Special Assessment District.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

APPROPRIATION, HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT, DESIGN ENGINEERING, EXECUTE SPECIAL ASSESSMENT AGREEMENT

Motion by Councilmember: _____

WHEREAS, with the final site plan approval for the Heritage Village Site Condominium Project, the City enacted a Traffic Impact Fee of \$200 per new house start, purpose of the fee being future traffic improvements that might be needed along Bristol Road as the project developed out; and

WHEREAS, recent Major economic conditions have halted development with the likelihood that it will remain so indefinitely, and further, have left the streets unfinished with no resolve to finish them other than the creation of a special assessment district; and

WHEREAS, traffic impact funds collected by the City amount to \$15,300, ledger as follows:

11/10/2010 GL ACTIVITY REPORT FOR CITY OF SWARTZ CREEK FROM 202-410.003-450.000 TO 202-410.003-450.000 TRANSACTIONS FROM 07/01/2001 TO 10/31/2010						
Date	JNL	Type	Description	Reference #	Credits	Balance
Fund 202 Major Street Fund						
07/01/2001			202-410.003-450.000 Traffic Improve	BEG. BALANCE		0.00
07/23/2002	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	800.00	(800.00)
08/20/2002	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	1,000.00	(1,800.00)
10/11/2002	CR	CR	Cash Drawer: TWO Type: MISC	TWO /MISC	200.00	(2,000.00)
10/14/2002	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(2,200.00)
10/24/2002	CR	CR	Cash Drawer: TWO Type: MISC	TWO /MISC	200.00	(2,400.00)
11/21/2002	CR	CR	Cash Drawer: TWO Type: MISC	TWO /MISC	400.00	(2,800.00)
12/12/2002	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(3,000.00)
12/30/2002	CR	CR	Cash Drawer: TWO Type: MISC	TWO /MISC	200.00	(3,200.00)
01/03/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(3,400.00)
01/28/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(3,600.00)
02/18/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	600.00	(4,200.00)
03/11/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(4,400.00)
04/21/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	300.00	(4,700.00)
05/05/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(4,900.00)
05/23/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(5,300.00)
06/11/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(5,500.00)
07/16/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(5,900.00)
08/06/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(6,100.00)
09/10/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(6,500.00)
04/27/2004	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(6,700.00)
12/03/2004	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	800.00	(7,500.00)
12/09/2004	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	600.00	(8,100.00)
01/21/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(8,500.00)
04/14/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(8,700.00)
04/15/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(8,900.00)
05/17/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(9,100.00)
07/01/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	600.00	(9,700.00)
10/21/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(9,900.00)
11/02/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(10,100.00)
11/30/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(10,500.00)
12/20/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(10,700.00)
01/31/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(10,900.00)
03/15/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,100.00)
03/29/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,300.00)
04/17/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,500.00)
05/04/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,700.00)
05/30/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,900.00)
06/15/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,100.00)
07/19/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,300.00)
07/25/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,500.00)
08/03/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,700.00)
10/03/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,900.00)
01/18/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(13,100.00)
02/15/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(13,300.00)
03/06/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(13,500.00)
06/07/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(13,900.00)
10/02/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(14,100.00)
01/11/2008	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(14,300.00)
02/22/2008	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(14,500.00)
06/05/2008	CR	CR	Miscellaneous 06/05/2008	89	200.00	(15,100.00)
07/11/2008	CR	CR	Miscellaneous 07/11/2008	167	200.00	(15,300.00)
07/01/2009			2009-10 Fiscal Year Begin			0.00
07/01/2010			2010-11 Fiscal Year Begin			0.00
10/31/2010			202-410.003-450.000	END BALANCE		0.00
			Cumulative Net Debits and Credits:		15,300.00	(15,300.00)

WHEREAS, the City finds that funds collected from the traffic impact fees would best be suited to help off-set costs associated with a special assessment district, and specifically, for design engineering fees.

NOW, THEREFORE, I Move the City of Swartz Creek direct the Mayor and the City Clerk to execute an agreement with Heritage Village Condominium Association, a draft template attached hereto, the actual document to be approved by the City Attorney and substantially corresponding to the attached template, and further, after the execution of the agreement, appropriate an amount not to exceed \$12,402 from the Heritage Village SAD Project, to the City's Engineer, Rowe Professional Services Inc, for design engineering and bid documents regarding repairs and final overlay for streets within the association, in accordance with specifications set forth in the proposal, costs to be added to the Heritage Village Special Assessment Project. Be it further directed that the City's staff set up a project within its accounting system to track expenses and revenues related to the Heritage Village Condominium Association Special Assessment District, and further, transfer into the project \$15,300 being traffic impact fees collected from July, 2002 and July, 2008 with each building permit issued for new house starts within Heritage Village Condominium Association.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday March 14, 2011 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 03/14/2011

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, City Clerk Juanita Aguilar, DPS Director Tom Svrcek.

Others Present: Boots Abrams, Sharon Shumaker, Bob Plumb, Tommy Butler, Basil Andoni, Ron Schultz, Rick Ballreich, Alan Jory.

APPROVAL OF MINUTES

Resolution No. 110314-01

(Carried)

Motion by Councilmember Porath
Second by Mayor Pro-Tem Krueger

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held February 28, 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. 110314-02

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of March 14, 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. 110314-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the City Manager's Report of March 14, 2011, to be circulated and placed on file.

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

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

MEETING OPENED TO THE PUBLIC:

Mayor Abrams presented a proclamation to Corporal Nicholas Parker, U.S. Army, in absentia.

Tommy Butler, 40 Somerset, questioned when General Motors started receiving a tax break. City Manager Bueche stated that it was the result of an MTT appeal, not a tax break.

Boots Abrams spoke about the ambulance that is parked in front of the art gallery on Miller Road. Ms. Abrams stated that it is hard to see traffic coming when you exit the parking lot due to the ambulance. Ms. Abrams asked if there was anything that could be done. City Manager Bueche stated that he would look into it.

Council Business

Development Agreement, Miller-Elms Planned Unit Development, Andoni

Resolution No. 110314-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek enter into a Development Agreement with Basil G. Andoni and Hiam G. Andoni, of 5178 Wyndemere Square, Swartz Creek, for the development of the Miller-Elms Planned Unit Development District, as approved by the City on October 25, 2010 and November 22, 2010, and as amended on March 14, 2011, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

City Manager Bueche stated that he would like to amend the development agreement to state that a fence would be built as needed.

Discussion Ensued.

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

Development Agreement, Family Farm & Home

Resolution No. 110314-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek enter into a Development Agreement with Family Farm & Home, Inc., a Michigan corporation, with principal offices at 1753 Madison, Muskegon, Michigan 49442, for the development of a 25,000 s.f. retail store, as approved by the City on October 25, 2010 and November 22, 2010, and as amended on March 14, 2011, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City

Discussion Took Place.

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

Amend Miller-Elms Planned Unit Development District & Family Farm & Home Site Plan Approvals

Resolution No. 110314-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek approved a conceptual Planned Unit Development District and a 25,000 s.f. retail Family Farm & Home outlet, for the southeast corner of Miller & Elms Road, hearings and approvals held at regular Council meetings on October 25th and November 22nd, 2010, reference resolutions 101025-04, 101122-06, 101122-07 and 101122-08; and

WHEREAS, such approvals and submitted plans called for public water-main and sanitary sewers; and

WHEREAS, the developers, being Mr. Andoni and Family Farm & Home, have requested that the City amend such approvals to allow for water and sewer to both the retail Family Farm and Home outlet as well as all future buildings to be constructed on the property be private service connections; and

WHEREAS, the City staff and engineers have examined the revised plans and find the requested changes to be minor in nature, within the City's engineering standards specifications manual, and further recommend approval of the amendment; and

WHEREAS, revised plans have been submitted and approved by the County's Division of Water and Waste

NOW, THEREFORE, I Move the City of Swartz Creek amend the site plans approved on November 22, 2010 and allow for the water and sanitary sewer services to the Miller – Elms Planned Unit Development District concept to be private, and further, allow water and sanitary sewer service to the proposed Family Farm & Home Retail outlet to be private, in accordance with the revised plan dated February 15, 2011.

Discussion Took Place.

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

NO: Hicks. Motion Declared Carried.

Appropriation, Springbrook East Special Assessment District, Design Engineering

Resolution No. 110314-07a

(Postponed)

Motion by Councilmember Porath

Second by Councilmember Hurt

I Move the City of Swartz Creek appropriate an amount not to exceed \$9,838 from the City's General Fund, to the City's Engineer, Rowe Professional Services Inc, for design engineering regarding repairs and final overlay for streets within the association, in accordance with specifications set forth in the proposal, costs to be added to the Springbrook East Special Assessment Project.

Discussion Ensued.

Resolution No. 110314-07b

(Carried)

Motion by Councilmember Hurt

Second by Councilmember Binder

I Move the Swartz Creek City Council postpone decisions on both the Springbrook East and Heritage Village Special Assessment District Design Engineering resolutions until such time as City Manager Bueche and the City Administration can pursue agreements and bring them back to Council.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Hurt spoke about the “tax break” the City supposedly gave to General Motors. Mr. Hurt stated that it was the decision of the Michigan Tax Tribunal, not the City. Mr. Hurt stated that he feels it is just another way the State is trying to bury the cities.

Councilmember Shumaker questioned whether the residents of Springbrook East were willing to pay for the street repairs as an association as opposed to a special assessment. Mr. Bueche and Association President Rick Ballreich both stated that it is unknown at this time.

Councilmember Porath questioned where the street closing in Springbrook stands. Mr. Bueche stated it would be against engineering practices to close that street off, especially if the City takes over the streets.

Mayor Pro-Tem Krueger spoke about a meeting that he attended with Speaker of the Michigan House Jason Bolger.

Adjournment

Resolution No. 110314-08

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:10 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk



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

- II. APPROVAL OF MINUTES
 - A. FEBRUARY 21, 2011 MEETING:

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

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

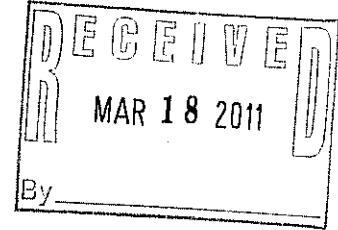
- V. COMMITTEE REPORTS:
 - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:

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

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

 - D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Richard Derby, Ray Thornton and Attorney Bill Cavanaugh.
Revised copy of agreement attached

- 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:

C.

D.

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION: none

B. MEMBERS ELIGIBLE TO COME OFF PROBATION:

Dale Link, hired September 21, 2009, has completed his extended probationary period.

Chief Cole recommends Dale Link be placed on regular status with the Swartz Creek Area Fire Department.

C. MEMBERS RESIGNING/TERMINATING: none

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. FEMA GRANT EQUIPMENT BID OPENING:

Chief Cole requests permission to review all the bids received to verify they have meet specifications with a report to be given at the next Fireboard meeting for consideration.

F.

G.

H.

I.

VIII. GENERAL INFORMATION:

A. MUNICIPAL BILLINGS for February

B. FEBRUARY BILLS LIST

C. Organizational Chart effective March 21, 2011 (*James Bowers has moved into the Station 2 area*)

- D. Thank you note from Mr & Mrs. Larry Wykes
- E.
- F.
- G.
- 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:

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, February 21, 2011. Chairman, Mike Messer, called the meeting to order at 7:07p.m.

I. CALL TO ORDER:

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL

Board Members Present:

- Chairman, Mike Messer
- Clayton Representative, Richard Derby
- City Representative: Boots Abrams
- City Representative, Ray Thornton
- City Representative, Dave Hurt
- Clayton Representative, Greg Childers

Board Members Absent:

- City Representative, Rick Clolinger

Staff Present:

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

Staff Absent:

- Attorney, Bill Cavanaugh

Others Present:

- Jack King, Batt. Chief
- Rich Tesner, Lieutenant
- Jeff Kelley, Firefighter
- Brian Sepanik, Twp Supervisor

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

- **Resolution 022111-01**
 Motion by Dave Hurt
 Second by Rick Derby

The SCAFD Board does hereby approve the agenda as presented.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

D. SPECIAL PRESENTATION: NONE

II. APPROVAL OF MINUTES

A. JANUARY 17, 2010 BOARD MEETING

- **Resolution 022111-02**
 Motion by Boots Abrams
 Second by Dave Hurt

The SCAFD Board does hereby approve the minutes of the January 17, 2010 board meeting, as presented.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

III. CORRESPONDENCE:

A. JANUARY INCIDENT SUMMARY REPORT:

- **Resolution 022111-03**
 Motion by Rick Derby
 Second by Dave Hurt

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

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. JANUARY FINANCIAL STATEMENT:

- **Resolution 022111-04**
 Motion by Greg Childers
 Second by Dave Hurt

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

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

V. COMMITTEE REPORTS:

- A. BY-LAWS COMMITTEE MEETING: NONE
 B. HEALTH & SAFETY COMMITTEE: NONE
 C. PERSONNEL COMMITTEE: NONE
 D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Report from D. Hurt

- Resolution 022111-05

Motion by Dave Hurt

Second by Ray Thornton

The SCAFD Board does hereby approve the amendment to the agreement, as corrected and direct the Chief to forward the fire agreement to the Municipalities for approval.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer

NO: None

Motion declared carried

VI. OLD BUSINESS

A. APPARATUS UPDATE:

1. Monthly report from Batt. Chief King

B. 2011 BUDGET UPDATE:

1. City: Approved
2. Township: Budget meeting 03/01/2011

VII. NEW BUSINESS

A. MEMBER(S) TO BE PLACED ON PROBATION: NONE

B. MEMBER TO COME OFF PROBATION: NONE

C. MEMBERS RESIGNING/TERMINATING: NONE

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

E. FEMA GRANT APPROVAL:

- Resolution 022111-06

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby accept the FEMA grant in the amount of \$67,720.00 with funding from FEMA being \$64,334.00.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer

NO: None

Motion declared carried

F. FEMA GRANT BID SPECIFICATIONS:

- Resolution 022111-07

Motion by Dave Hurt

Second by Boots Abrams

The SCAFD Board does hereby approve the Chief's request to send out the FEMA grant bid specs for receipt of sealed bids by March 18, 2011 at 1pm with opening at the March 21, 2011 fireboard meeting.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer

NO: None

Motion declared carried

G. CLAYTON TOWNSHIP MILLAGE GAMPAIN PARTICIPATION: Discussion was had

H. FOAM TANK LEVEL INDICATOR REPLACEMENT FOR E-21:

- Resolution 022111-08

Motion by Dave Hurt

Second by Greg Childers

The SCAFD Board does hereby approve the replacement of the foam indicator probe with air fitting relief in the amount of \$740.50.

YES: Abrams, Childers, Derby, Hurt, Thornton, Messer

NO: None

Motion declared carried

VIII. GENERAL INFORMATION

A. MUNICIPAL BILLINGS

B. JANUARY BILLS LIST

C. ORGANIZATIONAL CHART

D. GAINES TWP THANK YOU

E. GENESEE TWP THANK YOU

F. BURNS TWP THANK YOU

G. STA 1 & 2 ANNUAL INVENTORY

IX. OPEN TO THE PUBLIC:

Sepanik: Twp is in a critical place in fund equity

Twp needs millage

3 year millage

Doesn't foresee any problems with the City

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:

Abrams: Please with the FEMA grant award
Thornton: Congratulations on receiving FEMA grant
Hurt: Appreciates thank you letters from other departments
Childers: Thanks to Chief and Lt. Tesner for work on FEMA grant
Derby: Thanks to all who worked on FEMA grant
Messer: Ditto

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:45 p.m. The next regular meeting will be 03/21/11 at Station 1 at 7:00 pm

MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 02/01/2011 through 02/28/2011

Printed: 03/16/2011

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec
0000015-000 9204 S VanVleet RD	02/01/2011	17:32	11	HA to	Gaines Township	21 \$ 0	8.00	16.00 \$ 0	2:45:00
0000016-000 12193 Duffield RD	02/03/2011	17:26	11	HA to	Argentine, structure	19 \$ 0	0.00	34.00 \$ 0	3:53:00
TREIGER, MICHAEL P - LIEUTENANT									
0000017-000 3244 Hogarth ST	02/07/2011	22:22	11	HA to	Flint Twp	16 \$ 0	0.00	17.00 \$ 0	1:23:00
0000018-000 801 Mac CT	02/10/2011	08:43	12	AMA to	Venice Twp	12 \$ 0	0.00	19.00 \$ 0	2:00:00
0000019-000 11210 Ray RD	02/13/2011	06:06	11	AMA to	Gaines Twp	13 \$ 0	0.00	23.00 \$ 0	1:17:00
0000020-000 7428 W Coldwater RD	02/13/2011	13:37	11	AMA to	Flushing	16 \$ 0	0.00	16.00 \$ 0	0:43:00
0000021-000 8 Brookfield MR Willson E Cronk	02/14/2011	13:12	11	Passenger vehicle fire	MR Willson E Cronk	12 \$ 0	7.00	9.00 \$ 0	0:33:00
KING, JACK L - BATT CHIEF									
0000022-000 11250 W Bristol RD	02/28/2011	14:18	11	Outside flammable liquid		7 \$ 0	0.00	15.00 \$ 0	1:00:00
KING, JACK L - BATT CHIEF									
Incidents by Shift Including Exposures									
	No. Resp.	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4
Totals:	116	13:34:00	\$ 0	\$ 0	0	4	3	1	0

The total number of incidents, including exposure fires is 8.

The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Two Months Ending February 28, 2011

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
Revenues						
3582	OPERATING CONTRIBU	7,888.22	92,271.60	212,562.00	120,290.40	(0.43)
3583	EQUIPMENT CONTRIBU	0.00	26,156.00	52,312.00	26,156.00	(0.50)
3628	MISC. INCOME (SUNDR	0.00	7.00	0.00	(7.00)	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	12.06	24.27	120.00	95.73	(0.20)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	7,900.28	118,458.87	264,994.00	146,535.13	(0.45)
Expenses						
4703	SOCIAL SECURITY	987.54	6,299.89	10,800.00	4,500.11	0.58
4704	STAFF SALARIES	3,056.48	5,429.77	42,500.00	37,070.23	0.13
4705	MAIN/TRAIN-SALARIES	977.00	977.00	10,900.00	9,923.00	0.09
4706	OFFICER SALARIES	1,250.00	1,250.00	15,000.00	13,750.00	0.08
4707	FIREFIIGHTERS SALARY	7,625.05	7,625.05	60,000.00	52,374.95	0.13
4708	DEFERRED COMPENSA	268.75	268.75	2,500.00	2,231.25	0.11
4709	MEDICAL-FIREFIIGHTER	563.00	563.00	4,500.00	3,937.00	0.13
4727	OFFICE SUPPLIES	88.27	239.77	1,000.00	760.23	0.24
4728	BUILDING SUPPLIES	26.90	26.90	700.00	673.10	0.04
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	459.47	766.13	8,000.00	7,233.87	0.10
4801	CONTRACT SERVICES	0.00	50.00	5,800.00	5,750.00	0.01
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	188.85	687.92	3,420.00	2,732.08	0.20
4910	INSURANCE	0.00	11,988.00	26,000.00	14,012.00	0.46
4920	UTILITIES	1,915.26	3,613.99	17,000.00	13,386.01	0.21
4960	EDUCATION & TRAININ	26.84	305.68	4,562.00	4,256.32	0.07
4970	OFFICE EQUIPMENT	104.90	104.90	240.00	135.10	0.44
4976	FIRE EQUIPMENT	0.00	(8,173.10)	25,600.00	33,773.10	(0.32)
4978	FIRE EQUIP.-MAINT/REP	429.86	784.86	24,072.00	23,287.14	0.03
4979	FIRE EQUIPMENT-UPGR	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New 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	17,968.17	33,108.51	264,994.00	231,885.49	0.12
	Net Income/<Loss>	(10,067.89)	85,350.36	0.00		
3400	FUND BALANCE-Beginni	0.00	84,126.48	0.00		
	Fund Balance-End of Year.	(10,067.89)	169,476.84	0.00		

AS OF: March 15, 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.
	Mar. 14: BC King advised there is an unusual noise coming from the front brakes when they are applied. Will be checking with Tri-County Diesel for repair. Chairman Messer notified of potential for over \$500.00 amount. Tri-County Diesel evaluation determined the brakes only needed adjustment.		
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.
27	79 Grass Rig	Station 2	In service.

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

INVOICE

Invoice Number: 031412
 Invoice Date: Mar 14, 2011
 Page: 1
 Duplicate

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

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:
	Courier	3/31/11

Quantity	Item	Description	Unit Price	Amount
165.75	FIRE02	FIRE SERVICE 02/2011	11.99	1,982.06

Subtotal	1,982.06
Sales Tax	
Total Invoice Amount	1,982.06
Payment/Credit Applied	
TOTAL	1,982.06

Check/Credit Memo No:

1982.06

10

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

INVOICE

Invoice Number: 031411
 Invoice Date: Mar 14, 2011
 Page: 1
 Duplicate

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

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

Ship To:
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:
	Courier	3/31/11

Quantity	Item	Description	Unit Price	Amount
171.75	FIRE02	FIRE SERVICE 02/2011	11.99	2,058.69

Subtotal	2,058.69
Sales Tax	
Total Invoice Amount	2,058.69
Payment/Credit Applied	
TOTAL	2,058.69

Check/Credit Memo No:

2058.69

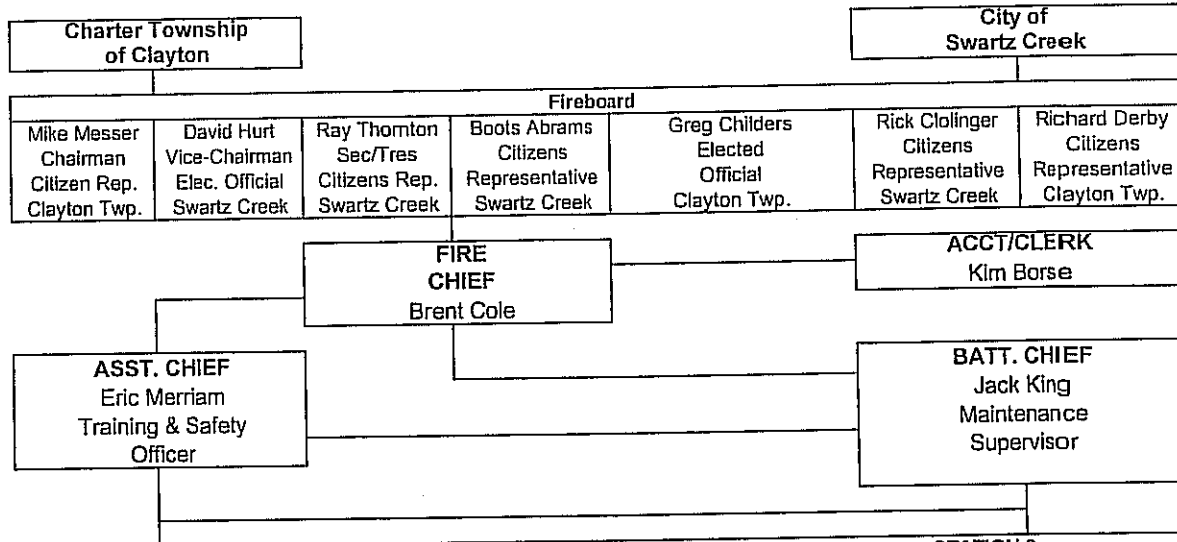
**SWARTZ CREEK AREA FIRE DEPARTMENT
BILLS PAID LIST**

					28-Feb-11
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
2/7/2011	15664	CLAYTON TWP	\$40.51	4920	SEWER-STA 2
2/7/2011	15665	SCAFA	\$407.00	22024	ASSOC. DUES
2/7/2011	15666	FRIEND OF THE COURT	\$34.41	22026	FOC
2/7/2011	15667	GIL ROYS	\$17.51	4741	EQUIPMENT SUPPLIES
			\$26.90	4728	BUILDING SUPPLIES
			\$6.84	4960	TRAINING SUPPLIES
2/7/2011	15668	ICMA	\$536.74	22023	DF COMP EE PORTION
	(INTERNTL CITY/COUNTY MGT ASSOC.)		\$268.75	4708	DF COMP ER PORTION
2/7/2011	15669	MCLAREN	\$563.00	4709	PHYSICALS
2/7/2011	15670	STATE OF MICHIGAN	\$306.75	22022	01/10 STATE TAX
2/7/2011	15671	SUBURBAN AUTO	\$37.74	4741	EQUIPMENT SUPPLIES
2/7/2011	15672	VALLEY PETROLEUM	\$134.73	4741	FUEL
2/14/2011	15673	COMCAST	\$188.85	4850	PHONE/INTERNET-STA 1
2/14/2011	15674	CONSUMERS ENERGY	\$733.32	4920	UTILITIES-STA 2
2/14/2011	15675	DOUGLASS SAFETY	\$40.00	4741	EQUIPMENT SUPPLIES
			\$8.92	4727	SHIPPING
2/14/2011	15676	HALT FIRE	\$61.86	4978	WINDOW HANDLE
			\$9.65	4727	SHIPPING
2/14/2011	15677	VISA	\$20.00	4960	PROJECTION SCREEN
			\$69.70	4727	SHIPPING/OFFICE SUPPLIES
			\$104.90	4970	VACUUM-STA 2
			\$81.27	4741	EQUIPMENT SUPPLIES
2/21/2011	15678	CITY OF SWARTZ CREEK	\$1,141.43	4920	UTILITIES-STA 1
2/21/2011	15679	CLARK FIRE & SAFETY	\$368.00	4978	M/A EXTINGUISHERS
2/21/2011	15680	ICMA	\$70.00	22023	DF COMP EE PORTION
2/21/2011	15681	VALLEY PETROLEUM	\$148.22	4741	FUEL
			(\$306.75)	22022	01/10 STATE TAX
			\$2,603.09	22021	02/10 SOC SEC PAYABLE
			\$418.58	22022	02/10 STATE TAX PAYABLE
			\$8,774.22	1002	02/09 PAYROLL
			\$1,052.03	1002	02/21 PAYROLL
		TOTAL	\$17,968.17		

VOID CHECKS:

Swartz Creek Area Fire Department

Organization Chart



STATION 1				STATION 2			
Capt. Steve Tabit - Quarter Master				Capt. Dave Plumb - Asst. Qtrmstr, Coordinator, Run % Monitor			
Lt. Mike Treiger - Fire Prevention & Station 1 Assignments				Lt. Dave Jones - Vehicle Inspections & Station 2 Assignments			
Lt. Brent Cole - Medical & Rehab Supplies				Lt. Rich Tesner - Uniforms			
	Leave Expires	Dir.Res.Start	Off Prob.		Leave Expires	Dir.Res.Start	Off Prob.
FF Rod Armstrong				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	<i>FF Lori McKerracher</i>		05/31/01	04/18/10
FF Tiffany Forbes				FF Tim McKnight			
<i>FF Chad Thornton</i>			08/16/11	<i>FF Dan Merriam</i>			06/21/11
FF Daniel Hill				FF Karen Merriam			
FF Jeffery Jarrad				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							
<i>FF Brian Scott</i>	08/01/11						
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 =			10	Non- Probationary =			10
Probationary Total =			3	Probationary =			2
Firefighter Subtotal =			15	Firefighter Subtotal =			12
Radio Operators =			1	Radio Operators =			0
Support =			1	Support =			0
Station Personnel Total =			17	Station Personnel Total =			12

(1) probation to be extended due to medical leave

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

Name in italics = probationary status

Font = Suspension

Font = Leave of Absence or sick leave

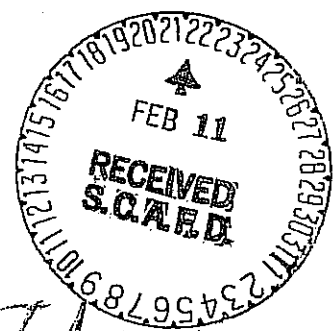
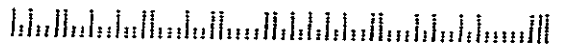
Effective: 3/21/2011

Officers (Excluding Sergeants) =	9
Active non-probationary =	20
Active probationary =	5
Active Radio Operators =	1
Support	1
Suspended=	0
Medical or extended leave =	2
Total dept. force =	38

W Mr. Larry Wykes
12193 Duffield Rd
Gaines, MI 48436



Swartz Creek Fire Dept
8100 B Civic Dr
Swartz Creek, MI 48473



Thank You

Thank-you for your help
during the recent fire at our
home.

Your efforts were greatly
appreciated.

Larry & Katherine
Wykes

**SWARTZ CREEK - CLAYTON TOWNSHIP
AMENDED AND RESTATED
FIRE DEPARTMENT AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2011, to be effective as of April 1, 2011, by and between the City of Swartz Creek, a Michigan municipal corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City") and the Charter Township of Clayton ("Township"), a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 ("Township").

WHEREAS, the City and the Township have for many years jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written agreement; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] ("UCA") authorizes two municipalities to enter into an interlocal agreement by which they agree to exercise jointly "any power, privilege, or authority that the agencies share in common and that each might exercise separately;" and.

WHEREAS, section 7 of the UCA [MCL 124.507] provides that such an interlocal agreement "may provide for a separate legal or administrative entity to administer or execute the agreement which may be a commission, board, or council constituted pursuant to the agreement," and that such administrative entity "shall be a public body, corporate or politic for the purposes of this act;" and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a fire department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a fire department to serve the City and the Township and to do so under the terms and conditions of this agreement;

NOW, THEREFORE, the parties hereto acting pursuant to the authority of resolutions duly adopted by their respective legislative bodies, **HEREBY AGREE AS FOLLOWS:**

1. Establishment of Authority.

Pursuant to the authority of section 7 of the UCA [MCL 124.507] there is hereby established an administrative entity to administer and execute this interlocal agreement, such entity to be know as the "Swartz Creek Area Fire Authority" ("Authority"). The Authority is the successor to and the continuation of that entity heretofore known as the Swartz Creek Area Fire Board.

2. Name.

The Authority shall provide its fire protection services and shall conduct its business under the name, "Swartz Creek Area Fire Department," and shall file a d/b/a certificate to that effect with the Genesee County Clerk.

3. Governance of Authority.

- A. The Authority shall be governed by a board consisting of seven (7) members ("Board") who shall be appointed as follows:
- 1) Three (3) members shall be appointed by the City, one of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City office.
 - 2) Three (3) members shall be appointed by the Township, one of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township office.
 - 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the first such appointment. Such member shall be appointed as and be designated as the "at-large" member. The at-large member shall be appointed for a term of one year commencing on April 1 of each year and at the completion of said term the appropriate appointing authority shall designate its appointee as the at-large member.
 - 4) Except as provided in subparagraph (5), below, no active Swartz Creek Area Fire Authority firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
 - 5) The Fire Chief shall be an ex-officio member of the Board, but shall have no right to vote on matters coming before the Board.
 - 6) Each of the appointees, including the at-large member, shall hold office until their replacement is appointed as provided herein.
 - 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.
- B. The Authority shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this agreement, such power as may be required for the faithful performance of its duties.
- C. The Authority shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed by the Swartz Creek Area Fire Authority and who shall serve at the pleasure of the Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The appointment or termination of the Fire Chief by the Board may be

overruled by a majority vote of both the township board and the city council, but such votes must occur within thirty (30) days. The Fire Chief shall be responsible for hiring, managing and firing all personnel of the Authority, none of whom shall be full time employees. The Fire Chief's authority to hire employees is limited to a fixed number of employees as determined at the time that the budget is adopted.

- D. The Authority shall provide the fire protection services provided for herein through the use of paid on-call firefighters; provided, however, that the Authority shall not have the authority to hire or otherwise retain full-time or part-time personnel without there being funds in the budget for such hiring or retention. Nothing contained herein shall prohibit the Board from contracting with a volunteer or on-call organization for services on an as needed basis.

4. Bylaws.

The Authority and the Board shall operate under bylaws adopted by the City and the Township. Said bylaws shall provide for the organization of the Board, Board officers, committees, meetings, meeting quorum, voting, and all other organizational and operational matters normally contained in bylaws. Once adopted by the City and the Township, said bylaws may only be amended by agreement of the City and the Township.

5. Fire Halls.

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the Authority for its use during the effective period of this Agreement.
- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the Authority for its use during the effective period of this Agreement:
- C. Such use shall be subject to the following:
 - 1) The City and Township shall each retain ownership of or lease rights to the fire halls so designated and the Authority shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township, unless authority for such other use or activity is obtained in writing, email acceptable, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).
 - 2) The Authority shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.
 - 3) No additions and/or alternations to said fire halls may be made by the Authority without the express prior written approval of the governmental unit owning said structure; provided, however, that upon termination of this Agreement such additions and/or improvements shall become the property of the governmental unit owning the structure.

6. Township Mini Pumper.

The 1979 Mini Pumper, Serial No. W41CT9138438, presently owned by the Township, shall be and is hereby placed at the use of the Authority for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the Township being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the Township.
- C. Upon dissolution of the Authority, said vehicle shall be returned to the Township and/or the Township shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.

7. City Mini Pumper.

The 1979 Mini Pumper, Serial No. CKL339B160091, presently owned by the City, shall be and is hereby placed at the use of the Authority for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the City being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the City.
- C. Upon dissolution of the Authority, said vehicle shall be returned to the City and/or the City shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.

8. Authority Assets.

- A. Except as may be provided above as to the fire halls and the mini pumpers, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the Authority. An inventory of said assets shall be prepared annually by the Authority and filed with the City Clerk and the Township Clerk as provided in subparagraph D, below.
- B. All of the assets of the Authority shall be housed at the fire halls designated within this agreement in such quantities, as shall within the discretion of the Authority provide maximum efficient fire protection services for the areas to be provided such service.
- C. Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the Authority, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one year.
- D. The Authority shall file an annual inventory of such assets with the City and the Township no later than February 15th of each year.

9. Additional Assets.

Nothing contained herein shall prohibit the City or the Township from acquiring such additional equipment and/or providing such additional services as it sees fit to be used within its boundaries. Such additional equipment and/or services provided shall not be subject to the terms of this Agreement and ownership of same shall not be shared.

10. Insurance.

The Authority shall secure and keep in force and effect during the effective period of this Agreement appropriate property damage and public liability insurance insuring its activities in such amounts as it sees fit; however, in no instance shall such limits of insurance be less than One Million Dollars (\$1,000,000) Single Limit Public Liability and Property Damage Policy, with a Three Million Dollar (\$3,000,000.00) Umbrella. In addition thereto the Authority shall secure and keep in force and effect during the effective period of the Agreement appropriate workmen's Compensation Insurance coverage and any other insurance coverage's required by law.

11. Services to Other Governmental Units.

The Authority shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered. Any Automatic Mutual Aid (AMA) agreements in place, prior to this agreement, shall remain in place, until such time as either the City or the Township formally request termination of any specific AMA.

12. Books and Records; Annual Audit.

- A. The Authority shall provide for the keeping of books and records regarding its operation. The keeping of such books and records shall conform to generally accepted accounting principles.
- B. The Authority shall provide for an annual audit of its revenue and expenditures. The auditing firm shall be selected through competitive bidding every 3 years and the same firm shall not be selected for more than two (2) consecutive terms.
- C. The audit shall be completed no later than ninety (90) days following the close of the Authority's fiscal year, and a copy of said audit shall be submitted to the City Clerk and the Township Clerk within seven (7) days after its review by the Fireboard.

13. Fiscal Year; Budget.

- A. The fiscal year of the Authority shall be from January 1 through December 31.
- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the Authority Board no later than October 1.

- C. The Authority Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the Authority for its use. Once the final budget is approved, such sums as each party are required to contribute shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. The Authority shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the City and Township, to amend line item expenditures, so long as the total budget is not exceeded.
- F. The Authority shall not exceed the budget as approved by the City and Township without express prior approval by both the City and Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense.

14. Capital Improvement Fund.

Pursuant to the Swartz Creek Area Fire Department Evaluation, adopted in January 2008 by the City and the Township, a Capital Improvement Program Fund (CIPF) is hereby established. The budget for the CIPF shall be established annually in the same manner and at the same time as the annual operating budget. The City and the Township shall determine an amount to be contributed to the CIPF, said contribution to be appropriated each year at the same time as the annual appropriation for operation of the Authority is made at the beginning of each unit's fiscal year. CIP Funds contributed by the City and the Township shall be held and independently accounted for by the Authority and shall be invested in an interest bearing account. The Authority shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, M.C.L. 129.91) The Authority may not use or expend any funds in the CIPF without the prior approval by a majority vote of both the township board and the city council. The City and the Township, by a mutual agreement of the majority of each governing boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF.

15. Costs of Fire Runs; Labor Costs.

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by paragraph 13 hereof. The City and the Township, as suggested in

the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. Effective Date; Term; Expiration of Term.

The effective date of this agreement is _____ 2011. The term of this Agreement shall be a period of two years from and after said date; i.e., through March 31, 2013. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 16, below, are completed.

17. Termination.

Upon termination of this agreement, the Authority shall proceed as follows:

- A. At least sixty (60) days prior to the termination date, the Authority shall cause its last annual inventory to be made current.
- B. The Authority shall cause an appraisal to be made of all of the assets under its control other than the fire halls and the mini pumpers described in sections 7 and 8. Said appraisal shall be made no later than thirty (30) days prior to the date of termination and shall be submitted to the City Clerk and the Township Clerk forthwith.
- C. The Authority shall attempt to assign the assets to the parties consistent with the provisions and intent of this agreement. Upon completion of such asset assignment, the Authority shall recommend same to the City and the Township. Upon agreement of the City and the Township, the Authority shall assign the assets to the parties.
- E. Notwithstanding the termination date and/or its attempts to assign the assets, the Authority shall continue to perform its duties and obligations until the effective date of the termination of this agreement.

18. Negotiated Assignment.

The parties need not wait for the recommendation of the Board as to the division and assignment of assets, but may commence negotiations relative to such division and assignment at any time prior to the termination date; provided, however, that the parties by and through their respective governing bodies, shall meet no less than sixty (60) days prior to effective date of termination, if agreement or assignment of assets has not otherwise occurred, to negotiate assignment of assets and/or the providing for an orderly transition and continuing of fire protection services beyond the termination date.

19. Notices.

Any notice, demand, or communication required, permitted, or desired to be given under this agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

If to the City:

City of Swartz Creek
C/O City Manager
8083 Civic Drive
Swartz Creek, MI 48473
Attention: City Manager

If to the Township:

Clayton Township
C/O Township Supervisor
2011 South Morrish Road
Swartz Creek, MI 48473
Attention: Township Supervisor

The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

20. Severability.

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

21. Entire agreement.

This agreement supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to the joint provision of fire protection services in the City and the Township. No verbal statements or prior written materials not specifically incorporated in this agreement have been relied upon by the parties in entering into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

(Signature Page to Follow)

TOWNSHIP OF CLAYTON

Dated: _____, 2011

By: _____
Brian Sepanak, Supervisor

Dated: _____, 2011

By: _____
Dennis Milem, Township Clerk

CITY OF SWARTZ CREEK

Dated: _____, 2011

By: _____
Richard Abrams, Mayor

Dated: _____, 2011

By: _____
Juanita Aguilar, City Clerk

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INDEPENDENT AUDITORS' REPORT

To the Swartz Creek Area Fire Department Board
Swartz Creek, Michigan

We have audited the accompanying financial statements of the governmental activities and the major fund of the Swartz Creek Area Fire Department as of and for the year ended December 31, 2010, which collectively comprise the Department's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Department's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Swartz Creek Area Fire Department as of December 31, 2010, and the respective changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (pages 4 through 6) and budgetary comparison information (page 17) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Swartz Creek Area Fire Department's financial statements as a whole. The supplemental information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. The supplemental information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures

applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Berthiaume & Co

Saginaw, Michigan

February 1, 2011



MANAGEMENT'S DISCUSSION AND ANALYSIS

SWARTZ CREEK AREA FIRE DEPARTMENT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Swartz Creek Area Fire Department's financial statements provides an overview of the Department's financial activities for the fiscal year ended December 31, 2010. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the financial statements as a whole.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to provide a basic understanding of the Swartz Creek Area Fire Department's statements. These statements comprise three components: (1) government-wide financial statements, (2) fund (modified accrual) financial statements, and (3) notes to the financial statements. Supplemental information is also provided for additional information purposes.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Swartz Creek Area Fire Department's finances, in a manner similar to a private-sector business.

The *statement of net assets* presents information on all of the Swartz Creek Area Fire Department's assets and liabilities, with the differences between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the Department is improving or deteriorating.

The *statement of activities* presents information showing how the government's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Fund (Modified Accrual) Financial Statements

Unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds (modified accrual) statements with similar information presented for government-wide financial statements. By doing so, readers may better understand the long-term impact of the Department's near term financing decisions.

The Swartz Creek Area Fire Department adopts an annual budget for the operating fund. A budgetary comparison statement has been provided to demonstrate compliance with this budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund (modified accrual) financial statements.

FINANCIAL HIGHLIGHTS

Government-wide Financial Analysis

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. As shown on the chart below, the Department's assets exceeded liabilities by \$233,361 at the end of the fiscal year.

SWARTZ CREEK AREA FIRE DEPARTMENT

MANAGEMENT'S DISCUSSION AND ANALYSIS

The net assets is separated into two major components, invested in capital assets, which amounted to \$149,235 or 64 percent of net assets, and unrestricted net assets of \$84,126 or 36 percent of net assets.

The following table shows the net assets as of December 31, 2010 and 2009:

Swartz Creek Area Fire Department's Net Assets

	<u>2010</u>	<u>2009</u>
Assets:		
Other assets	\$ 95,797	\$ 85,942
Capital assets	<u>149,235</u>	<u>194,373</u>
Total assets	<u>245,032</u>	<u>280,315</u>
Liabilities:		
Other liabilities	<u>21,908</u>	<u>24,344</u>
Net Assets:		
Invested in capital assets, net of related debt	149,235	194,373
Unrestricted	<u>84,126</u>	<u>61,598</u>
Total net assets	<u>\$ 233,361</u>	<u>\$ 255,971</u>

The following table presents the changes in net assets for the year ended December 31, 2010 and 2009:

Swartz Creek Area Fire Department's Changes in Net Assets

	<u>2010</u>	<u>2009</u>
Revenues:		
Operating grants and contributions	\$ 267,304	\$ 318,544
Interest	248	136
Other	<u>42</u>	<u>23</u>
Total revenues	<u>267,594</u>	<u>318,703</u>
Expenses:		
Operations	245,960	256,411
Depreciation	<u>44,244</u>	<u>44,622</u>
Total expenses	<u>290,204</u>	<u>301,033</u>
Net revenues over (under) expenses before other items	<u>(22,610)</u>	<u>17,670</u>
Other Items:		
Sale of capital assets	<u>-</u>	<u>515</u>
Change in net assets	(22,610)	18,185
Net assets, beginning of year	<u>255,971</u>	<u>237,786</u>
Net assets, end of year	<u>\$ 233,361</u>	<u>\$ 255,971</u>

SWARTZ CREEK AREA FIRE DEPARTMENT

MANAGEMENT'S DISCUSSION AND ANALYSIS

Financial Analysis of Fund (Modified Accrual) Statements

As noted earlier, the focus of the fund (modified accrual) financial statements is to provide information on the near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Department's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Department reported an ending fund balance of \$84,126, an increase of \$22,528 from the prior year.

BUDGETARY HIGHLIGHTS

The Department annually prepares formal budgets with amendments made when necessary. There were minor budget amendments to line items but there was no change to the total budget for the year.

CAPITAL ASSETS

The Department had \$149,235 in capital assets, net of accumulated depreciation, at December 31, 2010, which is a decrease of \$45,138. During the year, the Department had no capitalized acquisitions. Depreciation for the year was \$44,244.

The following table summarizes the capital assets at December 31, 2010 and 2009.

	<u>2010</u>	<u>2009</u>
Machinery and equipment	\$ 468,821	\$ 588,133
Office equipment	15,519	15,519
Vehicles	<u>759,959</u>	<u>759,959</u>
Total depreciable capital assets	1,244,299	1,363,611
Accumulated depreciation	<u>(1,095,064)</u>	<u>(1,169,238)</u>
	<u>\$ 149,235</u>	<u>\$ 194,373</u>

LONG-TERM DEBT

As of December 31, 2010, the Department had no long-term debt which was the same as the prior fiscal year.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

For 2011, the Department has proposed a balanced budget with anticipated revenues and expenditures of \$264,994. This is a decrease of \$3,206 or 1% from 2010.

CONTACTING THE DEPARTMENT MANAGEMENT

This financial report is designed to provide a general overview of the Swartz Creek Area Fire Department's finances and to show accountability. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Swartz Creek Area Fire Department, 8100 B Civic Drive, Swartz Creek, Michigan 48473.

BASIC FINANCIAL STATEMENTS

SWARTZ CREEK AREA FIRE DEPARTMENT

GOVERNMENTAL FUND BALANCE SHEET/STATEMENT OF NET ASSETS

December 31, 2010

	<i>Governmental Fund</i>	<i>Adjustments (Note 2)</i>	<i>Statement of Net Assets</i>
Assets:			
Cash and cash equivalents	\$ 92,650	\$ -	\$ 92,650
Accounts receivable	10,237	-	10,237
Prepaid expenditures/expenses	3,147	-	3,147
Capital assets:			
Depreciable capital assets, net	-	149,235	149,235
Total assets	\$ 106,034	149,235	255,269
Liabilities and Fund Balance:			
<i>Liabilities:</i>			
Accounts payable	\$ 18,628	-	18,628
Payroll liabilities	3,280	-	3,280
Total liabilities	21,908	-	21,908
<i>Fund Balance:</i>			
Reserved - prepaid expenditures	3,147		
Unreserved; Designated for future capital purchases	80,979		
Total fund balance	84,126		
Total liabilities and fund balance	\$ 106,034		
Net Assets:			
Invested in capital assets		149,235	149,235
Unrestricted		-	84,126
Total net assets		\$ 149,235	\$ 233,361

The accompanying notes are an integral part of these financial statements.

SWARTZ CREEK AREA FIRE DEPARTMENT

STATEMENT OF GOVERNMENTAL REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE/STATEMENT OF ACTIVITIES

Year Ended December 31, 2010

	<u>Governmental Fund</u>	<u>Adjustments (Note 2)</u>	<u>Statement of Activities</u>
Revenues:			
Operating contributions	\$ 233,408	\$ -	\$ 233,408
Equipment contributions	30,600	-	30,600
Interest	248	-	248
Contributions	3,296	-	3,296
Other	42	-	42
Total revenues	<u>267,594</u>	<u>-</u>	<u>267,594</u>
Expenditures/Expenses:			
Operations	245,066	894	245,960
Depreciation	-	44,244	44,244
Total expenditures/expenses	<u>245,066</u>	<u>45,138</u>	<u>290,204</u>
Net change in fund balance/net assets	22,528	(45,138)	(22,610)
Fund balance/Net assets, beginning of year	<u>61,598</u>	<u>255,971</u>	<u>255,971</u>
Fund balance/Net assets, end of year	<u>\$ 84,126</u>	<u>\$ 210,833</u>	<u>\$ 233,361</u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

SWARTZ CREEK AREA FIRE DEPARTMENT

NOTES TO FINANCIAL STATEMENTS

December 31, 2010

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of the Swan Creek Area Fire Department (Department) included in the basic financial statements conform to U.S. generally accepted accounting principles applicable to state and local governments.

Reporting Entity -

The Swartz Creek Area Fire Department has been organized as a joint venture of the City of Swartz Creek and Clayton Charter Township. The agreement provides for a joint exercise of power and the establishment of a separate administrative entity. Members of the Department Board are appointed by the City and the Township. The City of Swartz Creek and Clayton Charter Township each have an undivided one-half interest in the assets of the Department.

The Department has followed the guidelines of the Governmental Accounting Standards Board's Statement No. 14 and has determined that no entities should be consolidated into its financial statements as component units. The Department is not considered to be a component unit of any other governmental unit.

Government-wide and Fund Financial Statements -

The government-wide financial statements (i.e. the Statement of Net Assets and the Statement of Changes in Net Assets) report information of all activities of the Department. The Swartz Creek Area Fire Department is accounted for in one governmental type fund.

As permitted by GASB Statement No. 34, the Department uses an alternative approach reserved for single program governments to present combined government-wide and fund financial statements by using a columnar format that reconciles individual line items of fund financial data to government-wide data in a separate column. Accordingly, this is presented in the Governmental Fund Balance Sheet/Statement of Net Assets and the Statement of Governmental Revenues, Expenditures and Changes in Fund Balance/Statement of Activities.

Measurement Focus, Basis of Accounting and Financial Statement Presentation -

The government-wide financial statements (i.e. the Statement of Net Assets and Statement of Activities) are reported using the economic resource measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grant and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

The fund (modified accrual) statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized when it is both measurable and available. Revenue is considered to be available if it is collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, expenditures relating to compensated absences and claims and judgments, if any, are recorded only when payment is due.

SWARTZ CREEK AREA FIRE DEPARTMENT

NOTES TO FINANCIAL STATEMENTS, continued

December 31, 2010

Assets, Liabilities and Net Assets or Equity -

Cash Equivalents - Cash equivalents are deposits and short-term investments that are readily convertible to cash or have a maturity date of 90 days or less from the date of purchase.

Capital Assets - Capital assets, which include property, plant and equipment, are reported in the government-wide financial statements. Capital assets are defined by the Department as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets are depreciated using the straight-line method over the following:

Machinery and equipment	7 years
Office equipment	5-7 years
Vehicles	7 years

The Department utilizes some vehicles that were purchased by the applicable entities prior to organizing as a Department. These assets are not recorded in the Department financial statements, but rather in the municipalities that purchased the assets.

Deferred Revenues - In both the government-wide and in the fund (modified accrual) financial statements, revenue received or recorded before it is earned is recorded as deferred revenue. In addition, in the fund statements, revenues that are not both measurable and available are recorded as deferred revenues.

Long-Term Obligations - In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement.

In the fund financial statements, these items are recorded as expenditures when paid.

Estimates - In preparing financial statements in conformity with generally accepted accounting principles, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Management's Review of Subsequent Events - Subsequent events have been evaluated through February 1, 2011 which is the date the financial statements were available to be issued.

SWARTZ CREEK AREA FIRE DEPARTMENT

NOTES TO FINANCIAL STATEMENTS, continued

December 31, 2010

NOTE 2: RECONCILIATION OF FUND/GOVERNMENT-WIDE FINANCIAL STATEMENTS

A. Explanation of differences between the fund (modified accrual) balance sheet and the government wide statement of net assets.

Fund balance		\$	84,126
Capital assets used in the modified accrued activities are not financial resources and therefore are not reported in the governmental fund.			
Capital assets	1,244,299		
Less accumulated depreciation	(1,095,064)		149,235
Net assets		\$	<u>233,361</u>

B. Explanation of differences between the fund (modified accrual) statement of revenues, expenditures, and changes in fund balance and the government-wide statement of activities.

Change in fund balance		\$	22,528
The governmental fund reports capital outlay as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense.			
Capital outlay	-		
Less depreciation expense	(44,244)		
Less loss on disposal of capital assets	(894)		(45,138)
Change in net assets		\$	<u>(22,610)</u>

NOTE 3: STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Excess of Expenditures over Appropriations in Budgeted Funds:

The Uniform Budgetary and Accounting Act, PA 2 of 1968, as amended, provides that a local governmental unit shall not incur expenditures in excess of the amount appropriated. The Department's budget was approved at the account level.

During the year, the Department's expenditures were not in excess of the amounts appropriated.

SWARTZ CREEK AREA FIRE DEPARTMENT

NOTES TO FINANCIAL STATEMENTS, continued

December 31, 2010

NOTE 4: DEPOSITS AND INVESTMENTS

Deposits:

Act 217 PA 1982, as amended, authorizes the Department to deposit in certificates of deposit, savings accounts, depository accounts or depository receipts of a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank or credit union whose deposits are insured by an agency of the United States government and which maintains a principal office or branch office located in this State under the laws of this State or the United States, but only if the bank, savings and loan association, savings bank or credit union is eligible to be a depository of surplus funds belonging to the State under Section 5 or 6 of Act 105 of the Public Acts of 1855, as amended, by section 21.145 and 21.146 of the Michigan Compiled Laws.

Federal Deposit Insurance Corporation (FDIC) regulations provide that deposits of governmental units are to be separately insured for the amount of \$250,000 for deposits in an insured institution for savings and demand deposits. Furthermore, if specific deposits are regulated by statute or bond indenture, these specific deposits are to be separately insured for the amount of \$250,000.

As of December 31, 2010, the Department maintained checking and savings accounts with a carrying value of \$92,576, and bank balances of \$97,700. The bank balance was FDIC insured at December 31, 2010.

NOTE 5: CAPITAL ASSETS

Capital assets for the year ended December 31, 2010 was as follows:

	<u>January 1,</u> <u>2010</u>	<u>Additions</u>	<u>Retirements</u>	<u>December 31,</u> <u>2010</u>
Depreciable capital assets				
Machinery and equipment	\$ 588,133	\$ -	\$ (119,312)	\$ 468,821
Office equipment	15,519	-	-	15,519
Vehicles	<u>759,959</u>	<u>-</u>	<u>-</u>	<u>759,959</u>
Total depreciable capital assets	1,363,611	-	(119,312)	1,244,299
Accumulated depreciation	<u>(1,169,238)</u>	<u>(44,244)</u>	<u>118,418</u>	<u>(1,095,064)</u>
Depreciable capital assets, net	<u>\$ 194,373</u>	<u>\$ (44,244)</u>	<u>\$ (894)</u>	<u>\$ 149,235</u>

Depreciation expense for the year ended December 31, 2010 was \$44,244.

As indicated in Note 1, the Department utilizes some vehicles purchased by the member municipalities prior to the forming of the Department. These assets are not recorded in the Department's financial statements but rather by the municipalities that purchased the assets.

SWARTZ CREEK AREA FIRE DEPARTMENT

NOTES TO FINANCIAL STATEMENTS, continued

December 31, 2010

NOTE 6: DEFERRED REVENUE

In both the government-wide and the fund (modified accrual) financial statements, revenue received or recorded before it is earned is recorded as deferred revenue. In addition, in the fund financial statements, revenue that is not both measurable and available is recorded as deferred revenue. At December 31, 2010, the Department had no deferred revenue.

NOTE 7: LONG-TERM LIABILITIES

The Department had no long-term liabilities outstanding at December 31, 2010.

NOTE 8: FUNDING

The Department is financed each year by the participating municipalities. This funding represents approximately 99% of total revenues for the year ending December 31, 2010. Consequently, the Department's ability to provide services is dependent upon the continuing support of those municipalities.

NOTE 9: RISK MANAGEMENT

The Department is exposed to various risks of loss related to property loss, torts, errors and omissions, and employee injuries (workers' compensation). The Department participates in the Michigan Municipal Workers' Compensation Fund for workers' compensation claims and participates in the Michigan Township Participating Plan for claims relating to general and auto liability, auto physical damage, and property loss claims. Settled claims relating to the commercial insurance have not exceeded the amount of insurance coverage in the past three fiscal years.

The Michigan Township Participating Plan risk pool program operates as a common risk-sharing management program for local units of government in Michigan; member premiums are used to purchase excess commercial insurance coverage and to pay member claims in excess of deductible amounts.

The Michigan Municipal Workers' Compensation Fund provides that the pool will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of limitations imposed by the pool. The Department pays annual premiums to the respective pool for workers' compensation insurance coverage. The Michigan Municipal Workers' Compensation Fund provides coverage of claims up to \$500,000 per occurrence.

NOTE 10: EMPLOYEE BENEFIT PLANS

Deferred Compensation Plan:

The Department offers its firefighters a deferred compensation plan created in accordance with IRC Section 457. The plan permits them to defer a portion of their current salary until future years. The Department contributes \$1.25 per run.

REQUIRED SUPPLEMENTAL INFORMATION

SWARTZ CREEK AREA FIRE DEPARTMENT

GOVERNMENTAL FUND

BUDGETARY COMPARISON SCHEDULE

Year Ended December 31, 2010

	<u>Budgeted Amounts</u>		<u>Actual</u>	<i>Actual</i>
	<u>Original</u>	<u>Final</u>		<i>Over (Under)</i>
				<u>Final Budget</u>
Revenues:				
Operating contributions	\$ 237,300	\$ 237,300	\$ 233,408	\$ (3,892)
Equipment contributions	30,600	30,600	30,600	-
Interest	300	300	248	(52)
Contributions	-	-	3,296	3,296
Other	-	-	42	42
Total revenues	<u>268,200</u>	<u>268,200</u>	<u>267,594</u>	<u>(606)</u>
Expenditures:				
Salaries - Staff	45,500	45,500	42,191	(3,309)
Salaries - Main/Train	10,900	11,416	11,416	-
Salaries - Officers	15,000	15,000	15,000	-
Salaries - Firefighters	74,000	74,000	70,110	(3,890)
Social security	12,100	12,100	10,611	(1,489)
Deferred compensation	4,800	4,800	3,122	(1,678)
Medical - Firefighters	6,170	6,170	4,622	(1,548)
Office supplies	2,700	2,700	1,486	(1,214)
Building supplies	700	700	686	(14)
Equipment supplies	8,650	8,650	6,156	(2,494)
Contract services	5,700	5,700	3,459	(2,241)
Communications	3,350	3,350	2,889	(461)
Insurance	26,000	24,460	24,460	-
Utilities	17,000	16,389	12,874	(3,515)
Education and training	5,030	5,519	5,519	-
Office equipment	240	240	198	(42)
Fire equipment	13,860	14,547	14,547	-
Fire equipment - Maintenance/Repairs	15,300	15,300	14,302	(998)
Fire equipment - Upgrades	-	450	450	-
Computer equipment	600	600	359	(241)
Computer software/updates	600	609	609	-
Total expenditures	<u>268,200</u>	<u>268,200</u>	<u>245,066</u>	<u>(23,134)</u>
Net change in fund balance	-	-	22,528	22,528
Fund balance, beginning of year	<u>61,598</u>	<u>61,598</u>	<u>61,598</u>	-
Fund balance, end of year	<u>\$ 61,598</u>	<u>\$ 61,598</u>	<u>\$ 84,126</u>	<u>\$ 22,528</u>

SUPPLEMENTAL INFORMATION

SWARTZ CREEK AREA FIRE DEPARTMENT

GOVERNMENTAL FUND

COMPARATIVE DETAILED SCHEDULE OF EXPENDITURES

Years Ended December 31, 2010 and 2009

	<u>2010</u>	<u>2009</u>
Salaries - staff and training/maintenance	\$ 53,607	\$ 57,547
Salaries - officers	15,000	15,000
Salaries - firefighters	70,110	81,249
Deferred compensation	3,122	3,607
Payroll taxes	10,611	15,820
Medical expenses	4,622	4,590
Office supplies	1,486	1,807
Building supplies	686	1,362
Equipment supplies	6,156	7,693
Contract services	3,459	4,198
Communications	2,889	3,055
Insurance	24,460	26,394
Utilities	12,874	14,037
Education and training	5,519	17,207
Equipment maintenance	14,752	7,016
Equipment	15,713	25,221
	<u>\$ 245,066</u>	<u>\$ 285,803</u>

PROCLAMATION

CITY OF SWARTZ CREEK

WHEREAS, Jessica Parker from Wilber, Nebraska always had an interest in the Military and serving others; Jessica Parker joined the 155th Composite Squadron-Civil Air Patrol at the age of 14 where she was certified in search and rescue; and

WHEREAS, Jessica Parker in 2004 received recognition for her role in the declared disaster mission in the small town of Hallam, Nebraska which was destroyed by a tornado; and

WHEREAS, Jessica Parker enlisted in the Nebraska Army National Guard her junior year of high school as a combat medic. After graduating from Wilber-Clatonia Public Schools she attended AIT at Fort Sam Houston in Texas where she met Nicholas Parker her husband; and

WHEREAS, Jessica Parker Specialist with the 67th BFSB, Nebraska Army National Guard is currently serving one year deployment in Iraq; Jessica Parker resides in Fort Hood, Texas with her husband Nicholas and son Aiden; and

NOW, THEREFORE, I, Richard B. Abrams, on behalf of the City of Swartz Creek and Swartz Creek City Council, do hereby extend recognition and appreciation to Jessica Parker for her service to our country as a member of the Army National Guard, and execute and affix the City's seal this 28th day of March, 2011.

Richard B. Abrams
Mayor

**2011 LAW DAY PROCLAMATION
“LEGACY OF JOHN ADAMS
FROM BOSTON TO GUANTANAMO”**

WHEREAS, our legal institutions and system of justice depend on popular participation and support to maintain legitimate authority; and

WHEREAS, Americans from all walks of life, public figures and private individuals alike, have reaffirmed, in words and deeds, our national allegiance to the rule of law; and

WHEREAS lawyers and judges recognize that they bear a special responsibility to foster the public understanding of law and legal institutions and commitment to the rule of law; and

WHEREAS, Law Day has been an annual observance since President Dwight Eisenhower established it 1958 as “a day of national dedication to the principal of government under law”; and

WHEREAS, Law Day 2011 provides us with an opportunity to understand and appreciate our nation’s first Lawyer-President and to foster an understanding of the historical and contemporary role of lawyers in defending the principal of due process and the rights of the accused.

NOW, THEREFORE, I RICHARD B. ABRAMS, Mayor of the City of Swartz Creek, do hereby proclaim May 1, 2011, as Law Day. I call upon the people of the City of Swartz Creek to acknowledge the importance of our legal and judicial systems with appropriate ceremonies and activities and to display the flag of the United States and the State of Michigan in support of this educational observance. I further encourage schools, businesses, media, religious institutions, civic, and community service organizations to join members of the bar and bench in commemorating Law Day.

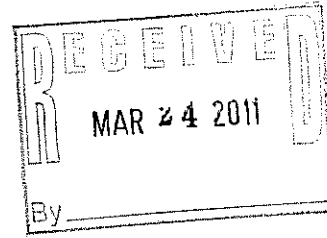
IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March, in the year two-thousand eleven, of the independence of the United States, two-hundred and thirty-four, and of the year of the incorporation of our City, the City of Swartz Creek.

RICHARD B. ABRAMS
Mayor, City of Swartz Creek

 **GENESEE COUNTY**
PROFESSIONALISM SINCE 1897
BAR ASSOCIATION

Executive Director
Tatilia Y. Burroughs

March 21, 2011



Hon. Richard Abrams, Mayor
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

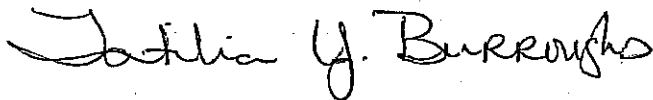
Dear Elected Official,

Each year on May 1st Bar Associations all across the country celebrate Law Day. This day is set aside to educate the community about the rule of law and its role in preserving our freedoms. Along with the courts, schools and other community groups we are asking for your participation by adopting a proclamation in support of Law Day. We are asking you to help raise the visibility of Law Day and all that it celebrates. This year, the Law Day theme is *The Legacy of John Adams: Rights of the Accused*. For your convenience, enclosed is a proclamation for your use. Please feel free to develop your own proclamation if you wish.

If you adopt a proclamation, please inform the Genesee County Bar Association so that proper recognition can be made during our Law Day luncheon. The deadline to receive proclamations April 15, 2011.

If you have any questions regarding this please contact me at the Genesee County Bar Association at (810) 232-6012. Thank you.

Sincerely,



Tatilia Y. Burroughs, Executive Director
Genesee County Bar Association

Enclosure

2011 Law Day Proclamation
“Legacy of John Adams,
From Boston to Guantanamo”

Whereas our legal institutions and system of justice depend on popular participation and support to maintain legitimate authority

Whereas Americans from all walks of life, public figures and private individuals alike, have reaffirmed in words and deeds our national allegiance to the rule of law

Whereas lawyers and judges recognize that they bear a special responsibility to foster public understanding of law and legal institutions and commitment to the rule of law

Whereas Law Day has been an annual observance since President Dwight Eisenhower established it in 1958 as “a day of national dedication to the principle of government under law”

Whereas Law Day 2011 provides us with an opportunity to understand and appreciate our nation’s first lawyer-president and to foster an understanding of the historical and contemporary role of lawyers in defending the principle of due process and the rights of the accused.

NOW, THEREFORE, I, _____, Mayor/Governor of _____, do hereby proclaim May 1, 2011, as Law Day. I call upon the people of the city/state of _____ to acknowledge the importance of our legal and judicial systems with appropriate ceremonies and activities, and to display the flag of the United States and our city/state in support of this educational observance. I further encourage schools, businesses, media, religious institutions, civic, and service organizations to join members of the bar and bench in commemorating Law Day.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of April, in the year two thousand eleven, of the Independence of the United States two hundred and thirty-four, and of the year of statehood/incorporation of our city the _____.

(Signature)



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

March 24, 2011

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

RE: Construction Engineering Services
Miller Road Improvements

Dear Mr. Bueche:

Rowe Professional Services Company (ROWE) is pleased to provide you with this construction engineering services proposal for improvements to Miller Road from Elms Road to Tallmadge Court. Construction will include reconstruction at the Elms Road intersection, concrete pavement repairs, and the widening of Elms Road south of Miller. The projected cost based on the low bid contractor's unit price is \$507,816.54.

ROWE's budget for construction observation and contract administration totals \$59,160 (see attached fee breakdown). The billing will reflect the actual staff hours required during construction. ROWE will provide full time construction observation; MDOT required paperwork monitoring, preparation, and submittal; road base and bituminous density testing; concrete testing; contract administration; and coordination between the City, contractor, and property owners. The observer will complete all required MDOT paperwork with the use of the required "Field Manager" software.

We look forward to another successful project with the City. If you have any questions, please contact me at (810)341-7500.

Sincerely,
ROWE Professional Services Company

Louis P. Fleury, P.E.
Project Manager

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**City of Swartz Creek
Miller Road Improvements
Construction Engineering Fee Breakdown
March 11, 2011**

Construction Observation and Contract Administration (MDOT Local Agency) :

Construction Observer

Measure Contract Quantities		
Prepare Inspector Daily Reports (IDR's)		
Prepare record drawings of utility work		
Conduct Wage Rate Interviews		
Verify construction compliance with contract specifications		
Attend Progress Meetings	50 hrs/wk x 8 wks @ \$83/hr	\$ 33,200

Construction Staking

Curb Staking	16 hrs @ \$142/hr	\$ 2,272
Calculations / Cut sheets	4 hrs @ \$ 82/hr	\$ 328
QA/QC	4 hrs @ \$ 94/hr	<u>\$ 376</u>
Staking Total		\$ 2,976

Project Manager

Review contract documents		
Resolve contractor issues		
Attend Progress Meetings	8 hrs/wk x 8 wks @ \$116/hr	\$ 7,424

Contract Administration

File setup		
Process pay estimates		
Review material certifications		
Review wage rates and payrolls		
Process contract modifications		
Verify work quantities with contractor		
Incorporate all field documentation into "field manager" files		
File review process with MDOT		
Process contractor evaluations		
Process final payment	120 hrs @ \$88/hr	\$ 10,560

Construction testing

Concrete air, slump, and strength testing		
Bituminous density testing		
Aggregate base density testing		
	1 LSUM	\$ 5000

Construction Engineering Total **\$ 59,160**



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-
WATER & WASTE SERVICES

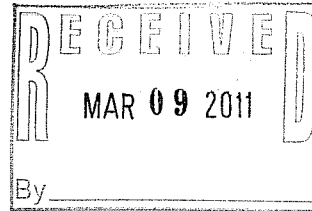
JEFFREY WRIGHT
COMMISSIONER

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

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

March 8, 2011

Paul Bueche, Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1498



Re: Sanitary Sewer System
Water System

Dear Mr. Bueche:

This letter is a follow-up to your meeting with Commissioner Wright regarding the outstanding issues between the Division and the City. To date, there has been no progress so I am sending this letter to remind you of your obligations under the contracts:

Adopt a County-approved Sewer Use Ordinance.

Approve, by resolution, the Interjurisdictional Agreement.

Resolve your outstanding CCIF due to B-Permit issuances without verification.

The basis for each issue is based on our master agreements:

South Loop Water Contract of October 1, 1986, Paragraph 23:

Other than individual connections of private property to the public water mains, each municipality shall notify the county agency of each proposed connection, direct or indirect, to the system and shall submit plans and specifications for any additional water distribution facilities to be constructed by the municipality in accordance with the provisions of paragraph 14 hereof. **No connection, direct or indirect, to the system shall be made until the county agency shall have approved such connection.** The approval of additional distribution facilities shall be made by the county agency in accordance with rules and regulations to be established by the county agency (and revised from time to time as may be appropriate or necessary). The rules and regulations established by the county agency shall provide for such inspection of connections as may be appropriate or necessary.

Water Transmission and Supply System Amendment and Restatement Agreement of 2001:

Paragraph 15:

The charges for Water Services to the Municipalities shall be payable monthly or quarterly as shall be determined by the County Agency in accordance with a schedule of rates and charges promulgated from time to time by the County Agency, in amounts sufficient to provide for the purposes listed in paragraph 11 above, which rates and charges shall be based upon water usage

as calculated by the County Agency. The County Agency will make appropriate adjustments to the charges for water usage in any monthly period during which there is a failure of the water main and water is lost from the System through no fault of the Municipality. If any Municipality does not pay its charge for Water Services on the date when the same becomes due, then there shall be added to such charge a penalty of one percent (1%) for each month or fraction thereof for which the same remains unpaid. **The County Agency shall have the right to utilize any method permitted by law or by this Agreement for the collection of such charges, including, in the event any Municipality does not pay its charge for Water Services on the date when the same becomes due, the collection of connection charges, rates, charges or assessments for the services furnished, directly from the users and beneficiaries thereof.** Provided further that any such rates, charges or assessments, whether collected by the Municipality or the County Agency shall constitute a lien on the premises served, effective immediately upon the rendering of services thereto and the official records of the Municipality and/or the County Agency shall constitute notice of the pendency of such lien. **Each Municipality agrees that it will promptly pay any such charges for Water Services as imposed by the County Agency even if the Municipality shall dispute the amount imposed and thereafter the Municipality shall submit the dispute to a committee consisting of one representative appointed by the Municipality, one representative appointed by the County Agency, and one representative appointed by the Chairman of the Board of Commissioners of the County.** If such committee shall be unable to resolve the dispute, then the Municipality may institute legal proceedings to recover such monies as it shall have paid and are subject to the dispute.

Paragraph 16:

Each Municipality and the County Agency shall have the right to shut off services and deny the use of the System to any user or beneficiary thereof failing to pay any of the connection charges, rates, charges or assessments as fixed. **Any rates, charges or assessments remaining unpaid or delinquent for a period of 6 months or more may be certified by the Municipality charged with collection thereof or in the event such Municipality fails or refuses to do so, by the County Agency, to the tax assessing officer or agent of the taxing district wherein the lands served are located and shall then be entered upon the County tax rolls against the premises to which such services have been rendered. The same shall be collected and the lien shall be enforced in accordance with the provisions of the general tax laws of the State.**

Paragraph 18:

Other than individual connections of private property to public water mains, each Municipality shall notify the County Agency of each proposed Connection to the System, whether a Direct Connection or an Indirect Connection, and shall submit plans and specifications for any additional water distribution facilities to be constructed by the Municipality in accordance with the provisions of paragraph 7 hereof. **No Connection to the System, whether a Direct Connection or an Indirect Connection, shall be made until the County Agency shall have approved such Connection.** The approval of additional water supply or distribution facilities shall be made by the County Agency in accordance with rules and regulations to be established by the County Agency therefore as provided under Act 342 and the laws of the State and such rules and regulations may be revised from time to time as deemed necessary or appropriate by the County Agency. The rules and regulations established by the County Agency shall provide for such inspection of Connections to the System as may be appropriate or necessary.

Paragraph 25:

The County Agency shall have the authority to charge a County Capital Improvement Fee (“CCIF”) for each new Connection to the System, whether as a Direct Connection or an Indirect Connection. The CCIF for new Connections to the System from Additional Municipalities shall be 1.5 times the rate charged to the original Municipalities. The CCIF shall be payable at the time of application for a sewer permit. The CCIF shall be used to reduce the debt service requirements of the Municipalities by (i) purchase of outstanding Bonds on the open market, or (ii) subject to provisions of the Code, retained or escrowed by the County Agency as a reserve for payment of the interest and/or principal on the Bonds next falling due. In the alternative, and subject to the provisions of the Code and the Bond Ordinance, such fees may be used or reserved by the County Agency for further extensions, enlargements or improvements to the System.

Sanitary Sewage Disposal Contract No. 1, dated May 1, 1964:

Paragraph 18:

Each of the municipalities reserves the right to establish rates to be collected from its individual users in an amount sufficient to pay its sewage disposal service charges to the county when due. Such rates may be fixed and established in such amount as will produce additional moneys for such municipality to be used for any lawful purposes pertaining to sewage disposal or to sewage disposal and water supply in event of a joint municipal system.

All connections to the sanitary sewer interceptors of the System made during construction of the project, or after the completion thereof, shall be made by the municipality so connecting at its expense after first securing a permit therefore from the County Agency. No municipality, under this contract, shall construct or permit the construction of any sanitary sewer in the area to be served by the System, which does not connect directly or indirectly to the System, or construct or permit the construction of any sewage treatment plant or facility within such area without the approval of the County Agency.

Paragraph 20:

The County Agency shall have the right to deny the use of the sanitary sewer interceptors of the System to any municipality which shall be delinquent for a period of ninety (90) days in the payment of any of the payments or charges due from it to the county while such delinquency continues. The foregoing may be accomplished by blocking off the sewers discharging sewage directly or indirectly, into the System, or by any other lawful means.

Paragraph 21:

Each municipality shall be responsible for the character of the sewage originating therein and **shall comply with the County Agency’s standards and regulations controlling the discharge of industrial and/or commercial type wastes** into the System. If the character of sewage contributed from any municipality or individual user shall be such that it imposes an unreasonable additional burden upon the System, then an additional charge shall be made over and above the regular service charged, or it may be required that such sewage be treated before being emptied into the System, or the right to empty such said sewage into the System may be denied, if necessary, for the protection of the said System or the public health or safety.

Sanitary Sewage Disposal System Amendment and Restatement Agreement of 2001:

Paragraph 15:

The charges for Sewer Services to the Municipalities shall be payable monthly or quarterly as shall be determined by the County Agency in accordance with a schedule of rates and charges promulgated from time to time by the County Agency, in amounts sufficient to provide for the purposes listed in paragraph 11 above, which rates and charges shall be based upon usage of the Sewer Services as calculated by the County Agency. If any Municipality does not pay its charge for Sewer Services on the date when the same becomes due, then there shall be added to such charge a penalty of one percent (1%) for each month or fraction thereof for which the same remains unpaid. **The County Agency shall have the right to utilize any method permitted by law or by this Agreement for the collection of such charges, including, in the event any Municipality does not pay its charge for Sewer Services on the date when the same becomes due, the collection of connection charges, rates, charges or assessments for the services furnished, directly from the users and beneficiaries thereof.** Provided further that any such rates, charges or assessments, whether collected by the Municipality or the County Agency shall constitute a lien on the premises served, effective immediately upon the rendering of services thereto and the official records of the Municipality and/or the County Agency shall constitute notice of the pendency of such lien. **Each Municipality agrees that it will promptly pay any such charges for Sewer Services as imposed by the County Agency even if the Municipality shall dispute the amount imposed and thereafter the Municipality shall submit the dispute to a committee consisting of one representative appointed by the Municipality, one representative appointed by the County Agency, and one representative appointed by the Chairman of the Board of Commissioners of the County.** If such committee shall be unable to resolve the dispute, then the Municipality may institute legal proceedings to recover such monies as it shall have paid and are subject to the dispute.

Paragraph 16:

Each Municipality and the County Agency shall have the right to shut off services and deny the use of the System to any user or beneficiary thereof failing to pay any of the connection charges, rates, charges or assessments as fixed. **Any rates, charges or assessments remaining unpaid or delinquent for a period of 6 months or more may be certified by the Municipality charged with collection thereof or in the event such Municipality fails or refuses to do, by the County Agency, to the tax assessing officer or agent of the taxing district wherein the lands served are located and shall then be entered upon the County tax rolls against the premises to which such services have been rendered. The same shall be collected and the lien shall be enforced in accordance with the provisions of the general tax laws of the State.**

Paragraph 18:

Other than individual connections of private property to public sanitary sewers, each Municipality shall notify the County Agency of each proposed Connection to the System, whether a Direct Connection or an Indirect Connection, and shall submit plans and specifications for any additional sewer collection facilities to be constructed by the Municipality in accordance with the provisions of paragraph 7 hereof. **No Connection to the System, whether a Direct Connection or and Indirect Connection, shall be made until the County**

Agency shall have approved such Connection. The approval of additional collection facilities shall be made by the County Agency in accordance with rules and regulations to be established by the County Agency therefore as provided under Act 342 and the laws of the State and such rules and regulations may be revised from time to time as deemed necessary or appropriate by the County Agency. The rules and regulations established by the County Agency shall provide for such inspection of Connections to the System as may be appropriate or necessary.

Paragraph 25:

The County Agency shall have the authority to charge a County Capital Improvement Fee (“CCIF”) for each new Connection to the System, whether as a Direct Connection or an Indirect Connection. The CCIF for new Connections to the System from Additional Municipalities shall be 1.5 times the rate charged to the original Municipalities. The CCIF shall be payable at the time of application for a sewer permit. The CCIF shall be used to reduce the debt service requirements of the Municipalities by (i) purchase of outstanding Bonds on the open market, or (ii) subject to provisions of the Code, retained or escrowed by the County Agency as a reserve for payment of the interest and/or principal on the Bonds next falling due. In the alternative, and subject to the provisions of the Code and the Bond Ordinance, such fees may be used or reserved by the County Agency for further extensions, enlargements or improvements to the System.

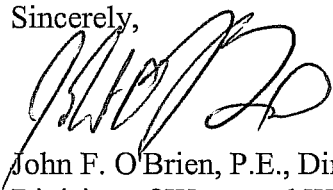
Failure to take action on these items will result in the following:

1. The County Agency will revoke your right to issue B-Permits for connection to the water or sewer system.
2. The County Agency will pursue collection of your debt through the County Treasurer.
3. The County Agency will not issue S-Permits for the expansion of the sewer system until the City comes into compliance with its obligations under the contracts.

You may appeal this decision to the County Agency, Jeff Wright, prior to any action being taken.

The restriction will take place 30 calendar days from receipt of this letter if no action is taken.

Sincerely,



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

JFO:kt

Enclosures

CC: Jeff Wright
Mayor Richard Abrams
Kevin Kilby, Esq.
George Davis, Esq.

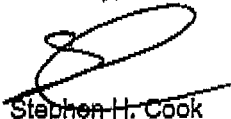
Cub Scout Pack 122
c/o Stephen H. Cook
Swartz Creek, MI 48473

Swartz Creek Council,

We, the committee of Cub Scout Pack 122 are requesting your support in regards to waiving the fee associated with renting Pavilion #2 at Elms Rd. Park on Saturday May, 21st, 2011. We are hosting our most exciting event of the year, Cub Scout Crossover. This is where all of our scouts will make their transition to the next level of scouting. These boys have worked so hard over the last 10 months to achieve this rank advancement and are excited for this event.

Your assistance in waiving the fee for the pavillion rental would be greatly appreciated.

Sincerely,



Stephen H. Cook
Cubmaster Pack 122
810-223-4636
SteveCook17@gmail.com

UTILITY TRANSFER AGREEMENT
Between
CITY OF SWARTZ CREEK
And
SPRINGBROOK COLONY ASSOCIATION

This agreement is made this 28th Day of March, 2011, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and Springbrook Colony West Condominium Association, a Michigan Non-Profit Corporation, with principal offices at P.O. Box 51, Swartz Creek Michigan 48473 (“Association”)

WHEREAS, Springbrook Colony Condominium (“Springbrook”), a site condominium project, was established in 1985 and work on the development of same commenced in 1986; and

WHEREAS, the Master Deed for Springbrook West was recorded with the Genesee County Register of Deeds on *{date}* at Liber __Page__; and

WHEREAS, the Master Deed provided for the establishment of the Association and the Association’s Bylaws (the Master Deed and the Association’s Bylaws are collectively referred to herein as the “Condominium Documents”); and

WHEREAS, the Association is the owner of certain sanitary sewer and water lines that run through the streets of Springbrook; and

WHEREAS, the Association desires to transfer the ownership of said sanitary sewer system and water system (“the Utility Systems”) to the City; and

WHEREAS, the City is willing to take over the ownership and operation of the Utility Systems under the terms and conditions set forth in this agreement, the primarily reason being the repeated demands from the Michigan Department of Environmental Quality (DEQ).

NOW, THEREFORE, it is hereby agreed by and through the City and the Association, acting through their duly authorized representatives, as follows:

1. Composition of the Utility Systems.

The Utility Systems consist of that sanitary sewer system and water system currently existing in Springbrook as more particularly described and depicted in Exhibit “A” hereto.

2. Conveyance, Dedication and Acceptance of the Utility Systems.

The Association hereby conveys, grants and dedicates to the City the Utility Systems up to the point of their connection to the water and sewer leads at each lot or site in Springbrook as depicted in *(color)* on Exhibit “A”; and the City agrees to accept said grant of dedication and

conveyance and to assume ownership and operation of the Utility Systems as described in Exhibit "A".

3. Repairs and Indemnification of City.

The City shall be responsible for the cost of maintenance and repairs related to the water and sanitary sewer systems only. Any other damage caused by maintenance and repairs, including, but not limited to streets, curbs, gutters, drainage structures, sidewalks, driveways, lawns, gardens, etc., shall be the responsibility of the Association. The Association agrees to hold the City harmless for any damage related to the repair and maintenance of the water and sanitary sewer systems.

4. Term.

The transfer of the water and sewer system from the Association to the City, and the terms of this agreement, are in perpetuity.

5. Notices.

Whenever it is necessary or required by law or by this agreement that notice be given by one party to this agreement to the other party, unless otherwise specifically authorized in writing, such notice shall be personally delivered or sent by first class mail, postage prepaid, to the following:

To the City:

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

With a copy to:

Richard J. Figura, Esq.
SIMEN, FIGURA & PARKER, P.L.C.
5206 Gateway Centre
Flint, MI 48507

To the Association:

Shirley Oliver
Association President
P.O. Box 51
Swartz Creek, Michigan 48473

With a copy to:

Piper Realty
C/O Larry Carter, Property Manager
5454 gateway Center, Suite A
Flint, Michigan 48507

6. Resident agent and officers of the Association.

The Association shall advise the City annually by January 15 of the names and addresses of its resident agent and its officers.

7. Entire Agreement.

This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreements between them relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this contract leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this contract.

8. Amendments.

This agreement may be amended or modified only by a document in writing executed by both the City and the Association.

9. Assignment.

Any assignment of this agreement by either party to another person or entity shall not be effective against the other party unless such other party approves such assignment in writing.

10. Applicable Law.

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

11. Severability.

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

(Signature Page to Follow)

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

CITY OF SWARTZ CREEK

Richard B. Abrams, Mayor

Juanita Aguilar, City Clerk

**SPRINGBROOK CONDOMINIUM
ASSOCIATION OF SWARTZ CREEK**

Shirley Oliver, President

Betty Long, Secretary

EXHIBIT “A”

Map, Water & Sewer Systems
Depiction of Private-Public

DRAFT
Prepared by
Richard J. Figura, Esq.
March 2, 2011

**SPECIAL ASSESSMENT DISTRICT AGREEMENT
BETWEEN
THE CITY OF SWARTZ CREEK
AND
SPRINGBROOK EAST CONDOMINIUM ASSOCIATION**

This agreement is made this ___ day of _____, 2011 by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan.48473 (“City”) and Springbrook East Condominium Association of Swartz Creek, a Michigan Non-Profit Corporation, with principal offices at 7186 Lindsey Drive, Swartz Creek, Michigan 48473 (“Association”).

WHEREAS, the Springbrook East Condominium (“Springbrook East”), a site condominium project, was established in ___ and work on the development of same commenced in 20___; and

WHEREAS, the Master Deed for Springbrook East was recorded with the Genesee County Register of Deeds on {date} at Liber ___Page___; and

WHEREAS, the Master Deed provided for the establishment of the Association and the Association’s Bylaws (the Master Deed and the Association’s Bylaws are collectively referred to herein as the “Condominium Documents”); and

WHEREAS, single family homes have been constructed on approximately ___ of the sites within Springbrook East; and

WHEREAS, streets within Springbrook East have been laid out and partially constructed as private streets; and

WHEREAS, due to certain financial conditions, the developer has been unable to complete the construction of the private streets within Springbrook East; and

WHEREAS, the Association has asked the City to complete construction of the streets within Springbrook East and to make said streets public streets;

WHEREAS, the City is willing to complete the construction of the streets within Springbrook East at the sole cost of the lot, or site, owners within Springbrook East and/or the Association, and is willing to assume jurisdiction over the same as public streets subject to the terms and conditions set forth in this agreement;

NOW, THEREFORE, it is hereby agreed between the City and the Association, acting through their duly authorized representatives, as follows:

1. Establishment of Special Assessment District.

DRAFT
Prepared by
Richard J. Figura, Esq.
March 2, 2011

As soon as practicable after execution of this agreement, the City shall take all necessary steps as required by law to establish a special assessment district consisting of all lots, or sites, within Springbrook East for the purpose of completing the construction of the streets laid out within Springbrook East. Such proceedings include obtaining cost estimates for the completion of construction of the streets, adopting resolutions to propose the creation of a special assessment district, conducting a public hearing thereon, adopting resolutions creating the special assessment district and creating a special assessment roll, conducting a public hearing on said special assessment roll and adopting a final resolution confirming the special assessment roll.

2. Petition in Opposition.

If the City is presented with a petition at or before the first public hearing in the special assessment process signed by the owners of record of more than 20% of the front footage of the lots, or sites, abutting the streets within Springbrook East, the City shall have no duty to proceed with the special assessment process unless it subsequently receives a petition signed by the owners of record of no less than 50% of the front footage of the lots, or sites, abutting the streets within Springbrook East. Such petition shall conform to and comply with the requirements of Chapter 14 of the Swartz Creek City Code.

3. Execution of Construction Contract; Termination of Agreement.

Upon confirmation of the special assessment roll, the City will execute the appropriate contracts for the completion of the construction of the streets and will cause said construction to be completed as soon as practicable; provided, however, that the Association may terminate this agreement if, after determining the cost of construction of the streets, it decides it does not want the City to proceed with the project, in which event it shall reimburse the City for all costs incurred by the City up to that point in time in proceeding to establish the special assessment district, including any legal and professional fees incurred by the City therein.

4. Dedication and Acceptance of Streets.

Upon completion of the construction of the streets, the Association will dedicate same to the public and the City will accept said dedication, thereby making said streets public streets and part of the City's public street system. The dedication by the Association shall be accomplished in the manner required by law and shall be in a form approved by the City's legal counsel. The City's acceptance of the dedication by the Association shall be by city council resolution.

5. Financing of Construction.

The proceeds of the special assessment established as provided in paragraph 1, above, will be used by the City to finance the completion of the construction of the streets within Springbrook East and to pay or reimburse the City for all costs incurred by the City in

DRAFT

Prepared by
Richard J. Figura, Esq.
March 2, 2011

establishing the special assessment district, including, without limitation, any design and construction engineering expenses, legal or professional fees, mailing and publishing expenses.

6. Estimated Construction Cost; Estimated Special Assessment.

It is estimated that the cost of completing the construction of said streets will be approximately One Hundred Eighty Nine Thousand and Five Hundred Dollars (\$189,500). Said sum includes estimated construction costs of \$165,000, estimated design and construction engineering fees of \$21,000, estimated legal fees of \$2,500, and estimated insurance, interest and administrative costs (including mailing and publishing expenses) of \$1,000. Said sum will be raised by a special assessment against every lot, or site, with frontage on a street within Springbrook East on a per lot or per site basis.

7. Association responsibility for Delinquent Assessments.

If, after completion of the statutory collection process for unpaid taxes and special assessments, there still remains any unpaid special assessment for any lot or site within the special assessment district, the Association shall be responsible to the City for any such special assessments which are delinquent, unpaid and uncollectable for any lot, or site, within Springbrook East, including any tax reverted lots or sites, and shall, if necessary, exercise the assessment authority it has pursuant to the Condominium Documents to specially assess its members to pay for said delinquent assessments

8. Street Construction Standards.

The streets shall be constructed in accordance with the road construction standards of the City, and the City will be obligated to accept the public dedication of such streets only if it is determined that they in fact meet those standards. The City will impose this requirement upon the contractor in the construction contract for the streets.

8. Protest to Tax Tribunal; Indemnification.

If the owner of any lot, or site, within Springbrook East should protest the necessity for such special assessment or the amount thereof to the Michigan Tax Tribunal, and such protest is upheld by the Michigan Tax Tribunal, then the Association will further indemnify the City for the loss of any such special assessment; and, if necessary, the Association will exercise the assessment authority it has pursuant to the Condominium Documents in order to raise the funds necessary to do so.

The Association shall indemnify and hold the City harmless for the cost of defending any appeal to the Michigan Tax Tribunal of any special assessment for said streets within Springbrook East, and will reimburse the City for any costs and attorneys fees incurred by the City in defending same.

DRAFT
Prepared by
Richard J. Figura, Esq.
March 2, 2011

9. Action Brought in Another Forum; Indemnification.

The Association shall also indemnify and hold the City harmless for all attorneys fees and costs incurred in defending any action brought by any member of the Association or any lot or site owner within Springbrook East in any other forum challenging this agreement, the Association's authority to enter into this agreement (including the damages it suffers as a result of any judicial finding that the Association had no authority to enter into this agreement), the special assessment, or any other action on the part of the City to fulfill the terms of this agreement.

10. Notices.

Whenever it is necessary or required by law or by this agreement that notice be given by one party to this agreement to the other party, unless otherwise specifically authorized in writing, such notice shall be personally delivered or sent by first class mail, postage prepaid, to the following:

To the City:

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

With a copy to:

Richard J. Figura, Esq.
SIMEN, FIGURA & PARKER, P.L.C.
5206 Gateway Centre
Flint, MI 48507

To the Association:

Springbrook East Condominium Association of Swartz Creek
PO Box 42
Swartz Creek, MI 48473

With a copy to:

Jeremy R. M. Piper, Esq.
1426 Mott Foundation
503 S. Saginaw Street
Flint, MI 48502

DRAFT
Prepared by
Richard J. Figura, Esq.
March 2, 2011

12. Resident agent and officers of the Association.

The Association shall advise the City annually by January 15 of the names and addresses of its resident agent and its officers.

13 Entire Agreement.

This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreements between them relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this contract leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this contract.

14. Amendments.

This agreement may be amended or modified only by a document in writing executed by both the City and the Association.

15. Assignment.

Any assignment of this agreement by either party to another person or entity shall not be effective against the other party unless such other party approves such assignment in writing.

16. Applicable Law.

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

17. Severability.

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

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

CITY OF SWARTZ CREEK

Richard B. Abrams, Mayor

Juanita Aguilar, City Clerk

DRAFT
Prepared by
Richard J. Figura, Esq.
March 2, 2011

**SPRINGBROOK EAST CONDOMINIUM
ASSOCIATION OF SWARTZ CREEK**

_____, President

_____, Secretary

11/10/2010

GL ACTIVITY REPORT FOR CITY OF SWARTZ CREEK
 FROM 202-410.003-450.000 TO 202-410.003-450.000
 TRANSACTIONS FROM 07/01/2001 TO 10/31/2010

Date	JNL	Type	Description	Reference #	Credits	Balance
Fund 202 Major Street Fund						
07/01/2001			202-410.003-450.000 Traffic Improvement	BEG. BALANCE		0.00
07/23/2002	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	800.00	(800.00)
09/20/2002	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	1,000.00	(1,800.00)
10/11/2002	CR	CR	Cash Drawer: TWO Type: MISC	TWO /MISC	200.00	(2,000.00)
10/14/2002	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(2,200.00)
10/24/2002	CR	CR	Cash Drawer: TWO Type: MISC	TWO /MISC	200.00	(2,400.00)
11/21/2002	CR	CR	Cash Drawer: TWO Type: MISC	TWO /MISC	400.00	(2,800.00)
12/12/2002	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(3,000.00)
12/30/2002	CR	CR	Cash Drawer: TWO Type: MISC	TWO /MISC	200.00	(3,200.00)
01/03/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(3,400.00)
01/28/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(3,600.00)
02/18/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	600.00	(4,200.00)
03/11/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(4,400.00)
04/21/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	300.00	(4,700.00)
05/05/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(4,900.00)
05/23/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(5,300.00)
06/11/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(5,500.00)
07/16/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(5,900.00)
08/08/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(6,100.00)
09/10/2003	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(6,500.00)
04/27/2004	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(6,700.00)
12/03/2004	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	800.00	(7,500.00)
12/09/2004	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	600.00	(8,100.00)
01/21/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(8,500.00)
04/14/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(8,700.00)
04/15/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(8,900.00)
06/17/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(9,300.00)
07/01/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(9,500.00)
10/21/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	600.00	(10,100.00)
10/25/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(10,300.00)
11/02/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(10,500.00)
11/30/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(10,900.00)
12/20/2005	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,100.00)
01/31/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,300.00)
03/15/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,500.00)
03/29/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,700.00)
04/17/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(11,900.00)
05/04/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,100.00)
05/30/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,300.00)
06/15/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,500.00)
07/19/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,700.00)
07/25/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(12,900.00)
08/03/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(13,100.00)
10/03/2006	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(13,300.00)
01/18/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(13,500.00)
02/15/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(13,700.00)
03/06/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(13,900.00)
08/07/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	400.00	(14,300.00)
10/02/2007	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(14,500.00)

01/11/2008	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(14,700.00)
02/22/2008	CR	CR	Cash Drawer: ONE Type: MISC	ONE /MISC	200.00	(14,900.00)
06/05/2008	CR	CR	Miscellaneous 06/05/2008	69	200.00	(15,100.00)
07/11/2008	CR	CR	Miscellaneous 07/11/2008	167	200.00	(15,300.00)
07/01/2009			2009-10 Fiscal Year Begin			0.00
07/01/2010			2010-11 Fiscal Year Begin			0.00
10/31/2010			202-410.003-450.000	END BALANCE		0.00
			Cumulative Net Debits and Credits:		15,300.00	(15,300.00)

$$\div 200 = 76.5$$

Note:

this program was started after the first couple of houses were already constructed. THE City currently HOLDS \$15,300 collected from Woodside on each house building permit issued. This equates to 76.5 houses that paid. I AM UNABLE to explain why we have one for \$300 (4-21-2003). I AM checking to ASCERTAIN that these FUNDS HAVE NOT BEEN encumbered. THE final decision is the Council, But I see NO reason why they CANNOT Be used towards the streets IN Heritage

PAUL



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

January 6, 2011

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

RE: Heritage Village Paving Project
Design and Construction Engineering Proposal

Dear Mr. Bueche:

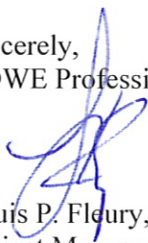
Pursuant to your request, ROWE Professional Services Company is pleased to provide the city with a proposal to provide design and construction engineering services for the above referenced project. Based on the information you provided, the scope of work will involve pavement repair and overlay on the following streets within Heritage Village:

- St. Charles Pass
- Heritage Blvd – St. Charles Pass to Wedgewood Drive
- Mansfield Drive
- Wedgewood Drive
- Concord Drive

We estimate construction improvements for the above listed streets at \$200,000. Attached is a breakdown of our fee of \$23,522 to perform design and construction engineering.

ROWE looks forward to another successful paving project with the City of Swartz Creek. If you have any questions, please contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company


Louis P. Fleury, P.E.
Project Manager

Attachment

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**City of Swartz Creek
Heritage Paving Project
Design and Construction Engineering Fee Breakdown
January 6, 2011**

1. Design Phase

Field Work

Layout project stationing; measure and mark out the pavement and crack repair areas; determine intersection butt joint locations, measure road length and width and identify manhole and curb repair areas, drainage revision areas and possible underdrain improvement areas.

Project Engineer	8 hours @ \$99/hour	\$792
Construction Observer	10 hours @ \$88/hour	<u>\$880</u>
Field Work Subtotal		\$1,672

Plans, Specifications and Estimate (P, S & E)

Review proposed improvements with city staff; develop plan sheets from field dimensions; indicate pavement and crack repair, curb and manhole repair, drainage improvements, etc. on base plans; develop quantities and preliminary engineer's estimate; compile contract documents and technical specifications; review final plans with city staff; advertise for bids; open bids, develop bid tabulation, review low bidder's qualifications, recommend award; and facilitate the preconstruction meeting.

Project Manager	10 hours @ \$116/hour	\$1,160
Project Engineer	50 hours @ \$99/hour	\$4,950
Engineering Technician	60 hours @ \$77/hour	<u>\$4,620</u>
PS&E Subtotal		\$10,730

Design Total \$12,402

2. Construction Observation Phase *(Based on 2 weeks anticipated construction time frame)*

We will provide full time construction observation, assist with / resolve any construction problems, perform road base density testing on any road undercutting and pavement base, monitor unit quantities, concrete testing, contract administration, contractor pay estimates, and coordination between the City, contractor and residents.

Project Manager	20 hrs @ \$116/hr	\$2,320
Construction Observer	10 hrs/day x 5days/wk x 2 wks @ \$88/hour	<u>\$8,800</u>

Construction Administration Total \$11,120

The cost breakdown above is estimated assuming that the contractor may take two weeks to construct the project, and that only one construction observer is necessary to keep up with the contractor's construction pace. The actual construction time may be more or less.

Overall Design and Construction Engineering Total \$ 23,522

3. Work not included in this proposal includes:

- Construction Staking
- Easement Preparation
- Topographic Survey
- Pavement Cores



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

June 4, 2010

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

RE: Springbrook East Paving Project
Design and Construction Engineering Proposal

Dear Mr. Bueche:

Pursuant to your request, ROWE Professional Services Company is pleased to provide the city with a proposal to provide design and construction engineering services for the above referenced project. Based on the information you provided, the scope of work will involve pavement repair and overlay on the following streets in Springbrook East:

- Maya Lane – Miller to Russell Drive
- Russell Drive – Maya Lane to West Boundary Line
- Maple Crest Circle
- Lindsey Drive

We estimate construction improvements for the above listed streets at \$165,000. Attached is a breakdown of our fee of \$20,958 to perform design and construction engineering.

ROWE looks forward to another successful paving project with the City of Swartz Creek. If you have any questions, please contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company


Louis P. Flenry, P.E.
Project Manager

Attachment

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**City of Swartz Creek
Springbrook East Paving
Design and Construction Engineering Fee Breakdown
June 4, 2010**

1. Design Phase

Field Work

Layout project stationing; measure and mark out the pavement repair areas; measure and mark out the crack repair areas; determine intersection butt joint locations, measure road length and width and identify manhole and curb repair areas, drainage revision areas and possible underdrain improvement areas.

Project Engineer	4 hours @ \$99/hour	\$396
Construction Observer	8 hours @ \$88/hour	\$704
Field Work Subtotal		\$1,100

Plans, Specifications and Estimate (P, S & E)

Review proposed improvements with city staff; develop plan sheets from field dimensions; indicate all pavement repair, curb and manhole repair, drainage improvements, crack repair, etc. on base plan drawings; develop quantities and preliminary engineer's estimate; put together contract documents and technical specifications; review final plans with City staff; advertise for bids; open bids, develop bid tabulation, review low bidder's qualifications, recommend award; and facilitate the preconstruction meeting.

Project Manager	8 hours @ \$116/hour	\$928
Project Engineer	40 hours @ \$99/hour	\$3,960
Engineering Technician	50 hours @ \$77/hour	\$3,850
PS&E Subtotal		\$8,738

Design Total **\$9,838**

2. Construction Observation Phase: *(Based on 2 weeks anticipated construction time frame)*

We will provide full time construction observation, assist with and resolve any construction problems, perform road base density testing on any road undercutting and pavement base, monitor unit quantities, concrete testing, contract administration, contractor pay estimates, and coordination between the city, contractor and residents.

Project Manager	20 hrs @ \$116/hr	\$2,320
Construction Observer	10 hrs/day x 5days/wk x 2 wks @ \$88/hour	\$8,800

Construction Administration Total **\$11,120**

Overall Design and Construction Engineering Total ***\$20,958***

The cost breakdown above is estimated assuming that the contractor may take two weeks to construct the project, and that only one construction observer is necessary to keep up with the contractor's construction pace. The actual construction time may be more or less.

Work not included in this proposal:

- Construction Staking
- Easement Preparation
- Topographic Survey
- Pavement Cores

Thomas Svrcek

From: Kubic, Susanne [skubic@co.geneseee.mi.us]
Sent: Thursday, March 24, 2011 9:45 AM
To: Thomas Svrcek
Subject: FW: IDEP work
Attachments: SwartzCr IDEP2.pdf; SwartzCr IDEP3.pdf; SwartzCr IDEP1.pdf

-----Original Message-----

From: Kubic, Susanne
Sent: Wednesday, February 16, 2011 11:33 AM
To: Tom Svrcek (E-mail)
Subject: IDEP work

Tom,

here are the maps of the 85 outfalls the city of Swartz Creek has. These outfalls are based on the storm maps provided to me from the City. The Dec 2010 invoice includes \$11,000.00 for IDEP work on these outfalls. That number was based on the following:

We sent Tetra tech the outfall maps for all the phase 2 communities and received quotes to do Dry weather testing. The City of Swartz Creek's Quote was \$21,949.00. After tracking down illicit connections from the 2003 IDEP work the City of SC had +\$140.30 carried forward from the old permit cycle. \$21949-140.30= \$21,808.70

Due to the cost of the work, we only billed \$11,000 this year, and will do as much work as we can for that amount, this summer. On next December's bill, would be the remaining balance for work to be done summer 2012. Note this balance does not include if any illicit connections are found, that would be additional costs.

IDEP is done once every permit cycle (5-years). Let me know if you need any additional information

Susanne Kubic

Susanne Kubic, P.E.

Drain Engineer

GCDC-SWM

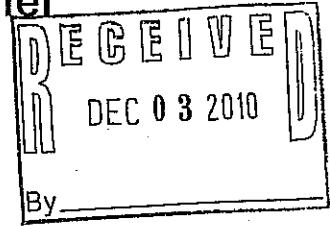
<<SwartzCr IDEP2.pdf>> <<SwartzCr IDEP3.pdf>> <<SwartzCr IDEP1.pdf>>

ORIGINAL INVOICE

Genesee County Drain Commissioner

Surface Water Management Division

4608 BEECHER RD FLINT, MI 48532
(810)732-1590 FAX(810)732-1474



Invoice No: GCDC2010-0154

Date: 12/1/2010

Invoiced To:

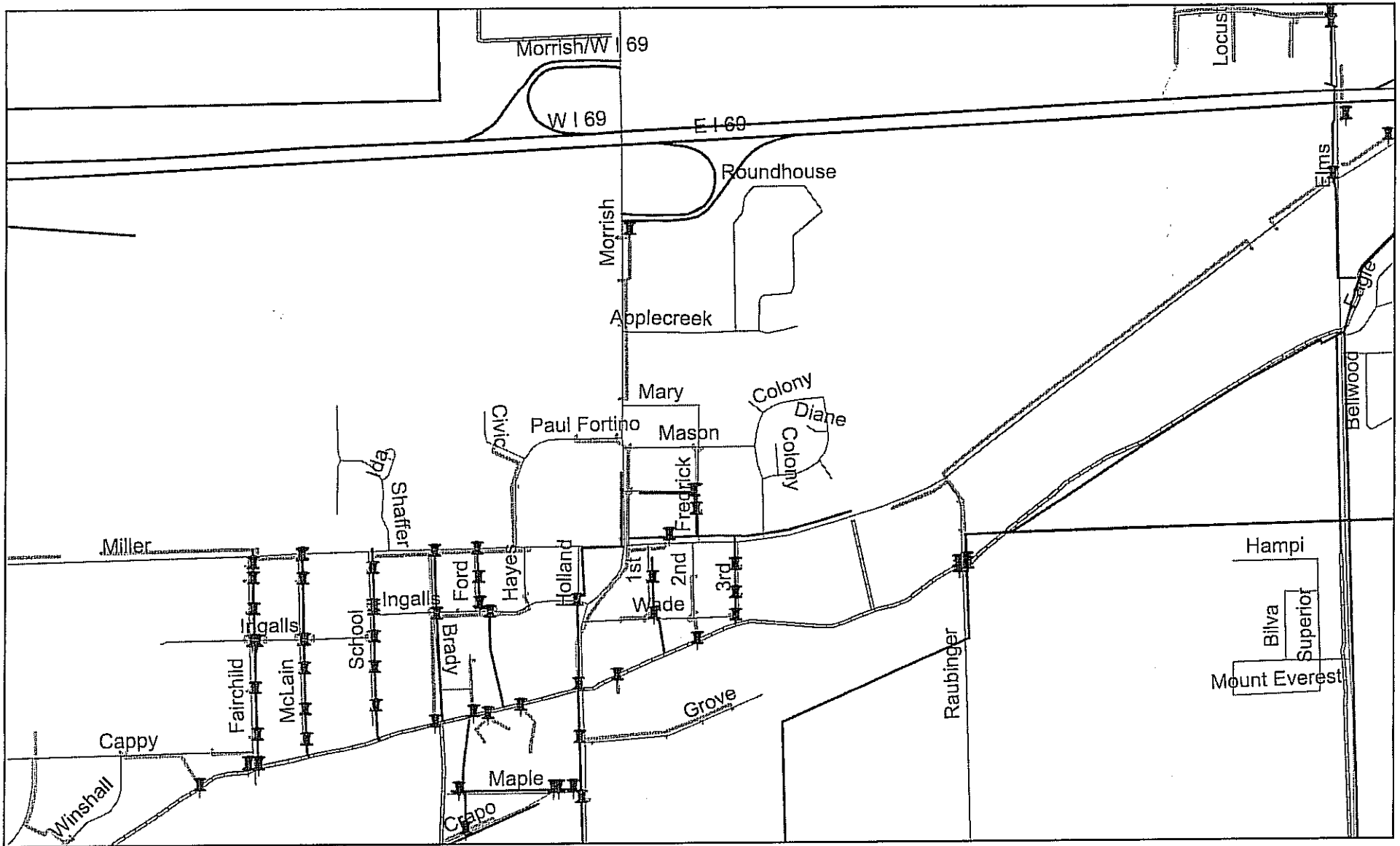
TREASURER,
CITY OF SWARTZ CREEK
8083 CIVIC DRIVE
SWARTZ CREEK, MI 48473

Make Check Payable And Send To:

Genesee County Drain Commissioner
4608 Beecher Road
Flint, MI 48532

Payment Due By: 12/31/2010

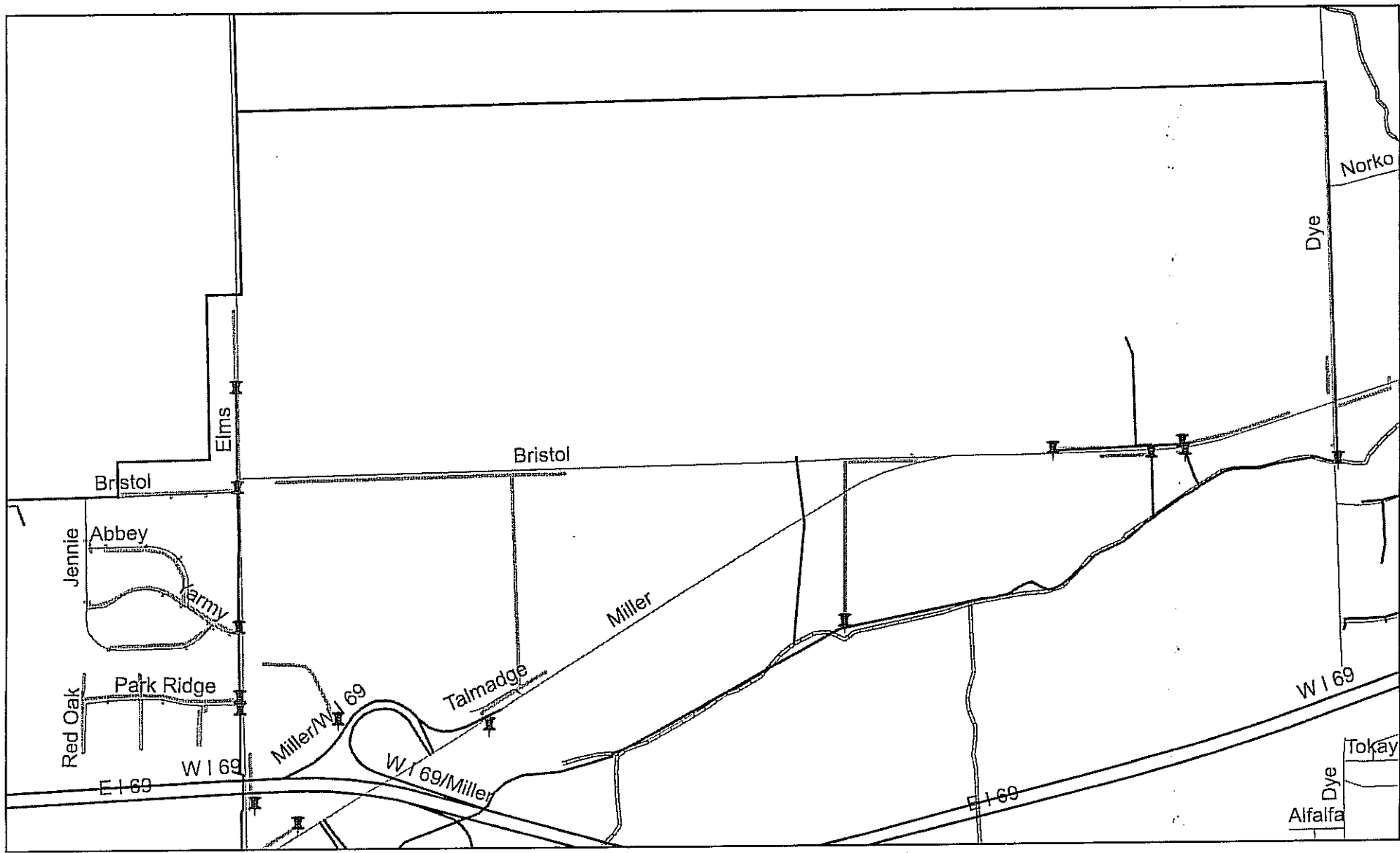
Quantity	Description	Unit Price	Amount
	NPDES PHASE II IMPLEMENTATION FEES FOR THE PERIOD OF OCTOBER 1, 2010 THRU DECEMBER 31, 2010		
1	PUBLIC EDUCATION	453.27	453.27
1	WATERSHED MANAGEMENT	237.43	237.43
1	MONITORING AND MAPPING	172.02	172.02
1	IDEP TESTING	11,000.00	11,000.00
	Invoice Total		11,862.72



City of Swartz Creek outfalls

- stroads_049v5a
- allroads_049v5a
- ⌘ MunicipalOutfall
- GCDC Enclosed
- GCDC Open
- MunicipalStorm

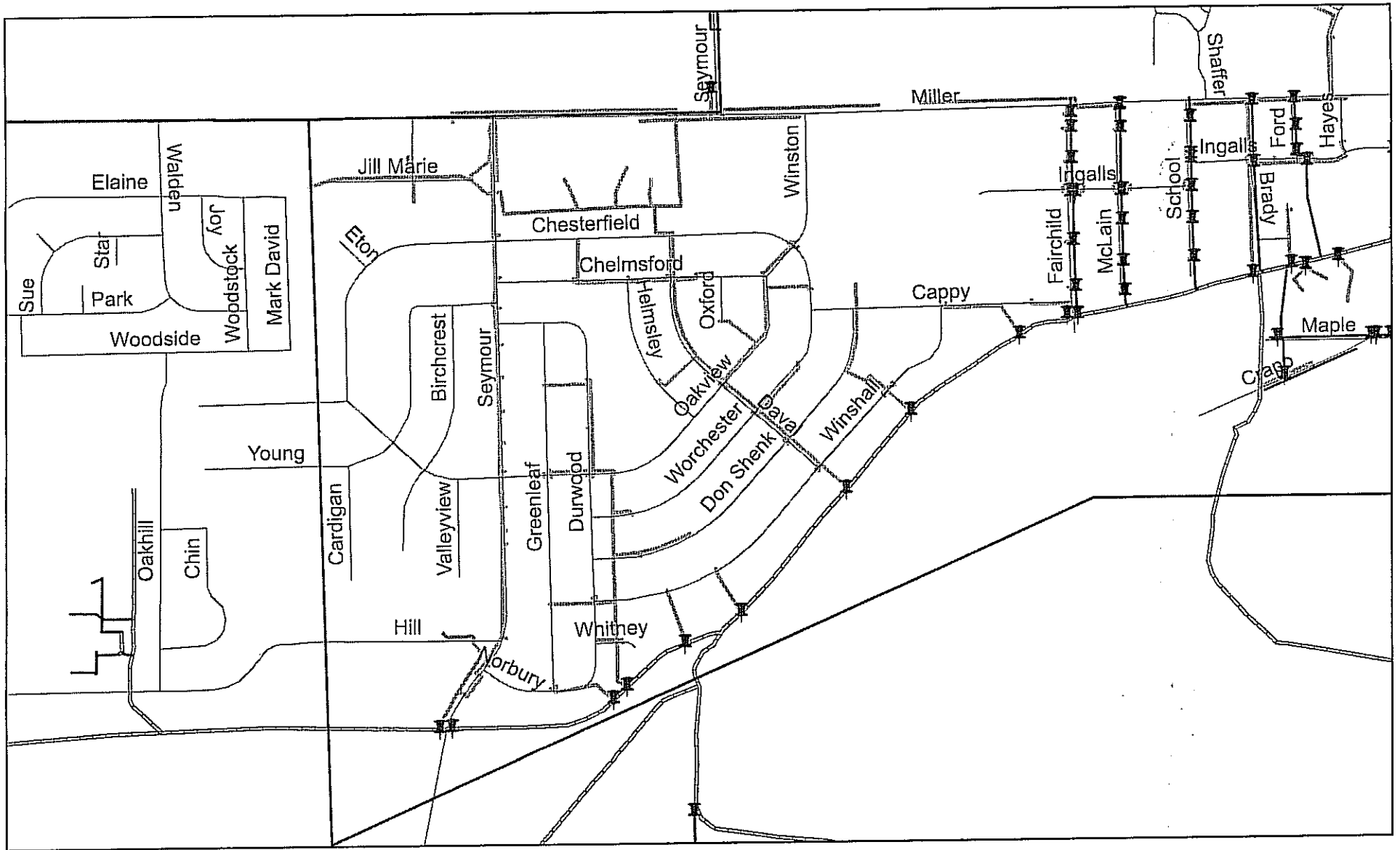




City of Swartz Creek outfalls

- stroads_049v5a
- allroads_049v5a
- ⌘ MunicipalOutfall
- GCD C Enclosed
- GCD C Open
- MunicipalStorm





City of Swartz Creek outfalls

- stroads_049v5a
- allroads_049v5a
- ⊥ MunicipalOutfall
- ══ GCDC Enclosed
- ≡ GCDC Open
- - - - MunicipalStorm



CITY OF SWARTZ CREEK, MICHIGAN

REQUEST FOR BID SPECIFICATIONS FOR COLLECTION, REMOVAL AND DISPOSAL OF REFUSE AND YARD WASTE FOR THE CITY OF SWARTZ CREEK, MICHIGAN

ISSUE DATE: March 29, 2011

**City of Swartz Creek, Michigan
8083 Civic Drive
Swartz Creek, MI 48473-2887**

Dear Bidder:

The City of Swartz Creek hereby solicits Request for Bids to provide a comprehensive system for the collection, removal and disposal of rubbish, garbage, yard waste and recyclables to single family residential dwellings and light use commercial stops that are significantly similar to single family residential dwellings, for the City of Swartz Creek.

Contractors' requiring additional information or clarification relative to this bid may direct inquiries to Director of DPW Services Tom Svrcek at the address and phone number listed below.

The City of Swartz Creek shall consider all applicants fully informed, unless the City is specifically notified in writing of all factors that would affect their proposal. All bids shall be submitted in full detail, and all entries legibly made. An authorized corporate officer must sign the proposal. Bids and all correspondence relating to this request shall be accepted until **10:00 a.m., Monday, April 18 at the Swartz Creek City Office, 8083 Civic Drive, Swartz Creek, MI 48473**, at which time and location a public bid opening will be conducted wherein proposals will be opened and tabulated as to their reception only. Bidders submitting for consideration shall prepare and submit one (1) copy of their bids, to:

Tom Svrcek
Director of Public Services
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-2887

Submission of a bid will be construed as conclusive presumption that the applicant is thoroughly familiar with the request and specifications, and that the applicant understands and agrees to abide by each and all of the stipulations and requirements contained therein.

Bids shall be delivered in person or similar carrier, as addressed above. Bids will not be accepted after the time designated for the opening of the proposals (*Monday , April 18, 2011 10:00 A.M.*). The applicant shall assume full responsibility for delivery of bids prior to the appointed hour for opening same, and shall assume the risk of late delivery or non-delivery regardless of the manner the applicant employs for the transmission thereof. The City of Swartz Creek shall accept bids only during normal business hours, said hours being 8:30 A.M. to 4:30 P.M., Monday through Friday, legal holidays excepted.

The City will not reimburse the recipients of the request for the cost incurred in preparing the bid or any oral presentation associated therewith. The City reserves the right to reject any and/or all bids, either in its entirety or in parts, received as a result of the request. Further, the City reserves the right to award a contract for professional services for this service in whole or in part as the City deems in its best interest. The scope of work and other terms are listed herein.

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following events, among others, may be considered sufficient for the disqualification of an applicant and the rejection of the applicant's proposal:

- A. Evidence of collusion among applicants.
- B. Lack of competency, incomplete submittals.
- C. Misrepresentation.
- D. Fraud or fraudulent statements.

BID SPECIFICATIONS FOR COLLECTION, REMOVAL AND DISPOSAL OF REFUSE AND YARD WASTE FOR THE CITY OF SWARTZ CREEK, MICHIGAN

THIS IS AN INVITATION TO BID AND NOT A PURCHASE ORDER

GENERAL STATEMENT OF THE WORK

It is the intent and purpose of the City of Swartz Creek to execute a contract for furnishing a comprehensive system for the collection, removal and disposal of rubbish, garbage, yard waste and recyclables to occupants of the City of Swartz Creek.

The City of Swartz Creek will Bid a 5-year contract for removal of refuse, yard waste and recyclables. All work to be performed will be done so on Mondays throughout the City.

Yard waste collection service is to be provided weekly during the months of April 1 through November 30 on Mondays. Yard waste is to be collected at the curb or roadside in paper yard waste bags and/or clearly marked reusable yard waste containers no larger than 30-gallon capacity.

Recycling shall be on a bi-weekly basis with commingled items to be picked up at the curb or roadside on the 2nd and 4th Mondays of the month.

No special days will be designated in the City of Swartz Creek as "Clean-up Days." The contractor shall pick up all refuse including large bulky items throughout the year on the regular pick up day.

DEFINITIONS

A. *Refuse*. The term shall include garbage, rubbish and yard waste (except sewage, dirt and manure) from all public and private establishments and residences where such garbage and rubbish has been abandoned and left to be picked up by the contractor.

B. *Garbage*. The term "garbage" means all refuse and animal and vegetable matter which has been used for food for humans, and all refuse, animal and vegetable matter which was intended to be used as such, and includes condemned foods. This meaning shall include excess fruit from trees in residential property, but not from trees in farms or orchards. No more than one bushel of fruit per dwelling shall be set out for collection during any one day.

C. *Rubbish*. The term "rubbish" means all rags, broken glass, crockery, bottles, tin cans, paper, furniture, springs and mattresses, bottles, crockery, furnace pipe stoves,

water boilers, trunks, water heaters, trash, waste, litter, scrap, packing, straw, metal, cooking utensils, toys, porcelain, carpeting, leather, rubber, shoes, clothing, household appliances, bicycles, tables, washers (car and truck parts, motors, transmissions, batteries, large assemblies, whole automobile bodies and frames excluded), tires (limit of four) and wheels, cardboard, REFRIGERATORS AND FREEZERS THAT CONTAIN FREON, scrap metal, stoves, televisions, sofas, bed springs and beds, sewing machines, chairs, tools and other similar debris and household refuse, generally including incinerator ashes and refuse from paper burners, but excluding ashes from heating plants and coal stoves and building materials refuse caused by repair, alterations and new construction of buildings and sidewalks, building rubble, dirt, liquids in containers, explosive materials, flammable liquids, animal wastes and dead animals.

D. *Christmas Trees*. Trees used for decoration to celebrate the Christmas Holiday.

E. *Commingled Recyclable Materials*. Glass, plastics, ferrous and non-ferrous metals, newspaper, corrugated materials, are the required list of acceptable items. Other such materials the parties may agree to in writing, may be placed in a single approved container for collection on the curb or roadside.

F. *Compostables* – Grass clippings, hedge, tree, and shrubbery trimmings, leaves and garden trimmings placed at curb or roadside for the purpose of processing into humus or compost.

G. *Collection* – The removal and transportation of solid waste from the point of pick up to the place of processing, recycling or disposal.

H. *Contractor*. The corporation or partnership performing collection services under contract with the owner.

I. *Household Hazardous Waste*. Any waste material which is classified as ignitable, corrosive, reactive, or toxic, or other such materials specifically defined as hazardous by the Michigan Hazardous Waste Management Act (P.A. 64 of 1979 as amended) or by the Federal Resource Conservation and Recovery Act of 1976, as amended.

J. *Landfills*. A solid waste disposal area for which a permit is required and has been issued under authority of Michigan Act 641, P.A. 1978, as amended, that receives solid waste for ultimate disposal in our upon land.

K. *Municipality*. Shall mean the City of Swartz Creek.

L. *Owner*. Shall mean the City of Swartz Creek.

M. *Surety*. The party who is bound with and for the contractor to insure the performance of the contract.

N. *Yard Waste*. Includes rubbish and those waste materials resulting from the maintenance of properties whereon a dwelling is located, including accumulations of lawn, grass, and shrubbery cuttings or clippings; dry leaf rakings; bushes or shrubs; and green leaf cutting. Yard waste does not include large branches, trees, or noncombustible materials, which are too bulky for collection in “load packer” type sanitation equipment used for regular domestic household collections.

O. *Unit Price*. The monthly compensation for the solid waste collection and disposal service provided to each dwelling unit and commercial unit as defined herein.

P. *Work or The Work*. Shall mean the furnishing of all labor, materials, equipment and other incidentals necessary for the successful completion of the contract and the carrying out of all duties and obligations imposed by the contract.

Q. *Building Materials Refuse*. The term “building materials refuse” shall mean rubbish from construction, remodeling, demolition and repair operations on houses, commercial buildings and other structures, including, but not limited to excavated earth, sod, stones, brick, plaster, lumber, rubble, concrete, roofing and waste parts, occasioned by installations and repairs.

R. *Curbside*. The term “curbside” refers to that area within arm’s reach of the traveled portion of the street.

CITY DATA

The following information is given as an aid to bidders. It is understood that this information, or any inaccuracies herein, in no way limits the contract or relieves the contractor of any obligation to furnish refuse collection service for the entire City of Swartz Creek as described in these documents.

CITY OF SWARTZ CREEK INFORMATION – 2011

Estimated population	5,758
Area	5 approx. square miles
Street mileage	24 miles
Dwelling units	1952

The number of dwelling units for which disposal service is to be provided under this contract is approximately 1,952. The exact number shall be determined as of July 1, 2011. Each subsequent year on July 1st the City shall add and delete stops as required and shall pay the unit price for that number of stops throughout the year.

LOCAL CONDITIONS AFFECTING WORK

The City operates a wood chipping program from approximately March 15th through November 30th. The City will continue to operate such a program through the life of the

contract. As a result, the successful bidder will not be required to pick up or dispose of any brush or tree branches at any time throughout the contract year with the exception of Christmas trees. The contractor will be required to pick up Christmas trees during the month of January each year.

While comprehensive, curbside commercial pick up is not required under this contract and the total number of commercial stops is not included in the dwelling unit/commercial stop number listed above, bidder is advised that approximately twenty commercial establishments (included in the above number) place refuse at the curb for pick up. Contractor shall collect refuse from said establishments on regular pick-up days provided that the amount of waste, concerning volume and weight, is comparable to the average, residential dwelling.

BIDDER'S RESPONSIBILITY

Bidder is to be familiar with all the forms, instructions and all conditions affecting the work described. Each bidder should visit the various sectors of the City and shall be deemed completely informed relative to traffic congestion, type of housing, type of business, population density, collection procedures required, labor and all other conditions and factors, local and otherwise, which would affect execution and completion of the work and its cost. Such consideration shall include the arrangement and condition of existing structures and facilities, the availability and cost of labor, and facilities for transportation, handling and storage of materials and equipment. Normal development or redevelopment within the community must also be considered. All such factors shall be properly investigated and considered in the preparation of the bidder's proposal. There will be no subsequent financial adjustment for lack of such prior information.

BIDS

Proposals must be addressed to the City of Swartz Creek, Michigan, and submitted on the proposal form furnished by the City. No proposal will be considered which is not submitted on the proposal form furnished to each bidder. The proposal shall be completed in full, and all numerical or monetary amounts shall be written in numbers. Unit prices will be used to determine the low bid.

A proposal which is not based on the specifications, or which is not signed in writing by the bidder will not be considered. If the bidder is a corporation, a properly authorized officer of the corporation shall sign the proposal in writing.

If the bidder wishes to submit a bid that does not meet every requirement of the specifications, the bidder shall submit a letter, attached to the bid, which lists every discrepancy between the specifications and the product to be furnished. The City reserves the right to accept a service that does not meet every detail of the specifications.

INTERPRETATION OF CONTRACT DOCUMENTS

If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the City Manager a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the City. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

CERTIFIED STATEMENTS

Bidders shall, if required by the City, submit duplicate sworn statements of financial responsibility, technical qualifications, and performance record before a contract is awarded.

INDEMNIFICATION

Except where injury to persons or damage to property is solely due to the negligence of the City of Swartz Creek, its Councilmember's, officers, agents, representatives, and employees, the contractor shall indemnify, defend and save harmless the City of Swartz Creek and its Councilmember's, officers, agents, representatives and employees from and against all loss or expense (including costs and attorney's fees) by reason of any liability asserted or imposed upon the City, its Councilmember's, officers, agents, representatives and employees for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work described herein, whether such injuries to persons, or damage to property, is due, or claimed to be due, to the negligence of the contractor, the City, its Councilmember's, officers, agents, representatives and employees.

INSURANCE BONDS

The insurance certificates required herein form a part of the contract and until the required certificates are delivered to the City and approved by the City Attorney and City Manager, no contract shall exist between the parties. All insurance certificates are to be received and approved prior to commencement of work. The contractor shall procure and maintain during the life of this contract, except where otherwise indicated, the following insurance coverage:

- A. WORKERS' COMPESATION INSURANCE, including employer's liability to cover employee injuries or disease compensated under the Workers' Compensation Statutes of the Sate of Michigan.
- B. COMPREHENSIVE GENERAL LIABILITY INSURANCE, to cover bodily injury to persons other than employees and for damage to tangible property, including the loss of use thereof, and including the following exposures:
1. Bodily injury or death: property damage – combined single limit – in the minimum amount of \$1,000,000.
 2. Contractor's protective coverage for independent contractor or sub-contractors employed by him.
 3. All premises and operations.
 4. Products and completed operations.
 5. Contractual liability, including coverage for the obligation assumed in the indemnification agreement included in this contract.
 6. Broad form excess liability coverage in the amount of \$1,000,000.
- C. COMPREHENSIVE AUTOMOBILE LIABILITY policy to cover Michigan no-fault liability, residual bodily injury and property damage with coverage limits of at least \$1,000,000 combined single limit and otherwise complying with the provisions of the Michigan No-Fault Act, such policy covering and all occurrences arising out of the ownership, maintenance or use of any owned, non-owned or hired motor vehicle.
- D. OWNER'S PROTECTIVE The contractor will provide an Owner's Protective Policy for the City affording limits as set forth in B1 above. Further, all additional coverage required under Section B entitled Comprehensive General Liability shall be included in the Owner's Protective Policy.
- E. ADDITIONAL INSURED The City of Swartz Creek shall be named as an "additional insured" on all policies providing coverage under Section B.
- F. NOTICE OF CANCELLATION All policies affording the various coverage required in the Insurance Section of the contract shall be endorsed to provide for a thirty (30) day prior written notice to be delivered to the City before any of the coverage afforded by these policies are either reduced or cancelled.

The person or persons to whom the contract may be awarded will be required to appear at the office of the City Clerk with properly executed bonds in the amount and kind as

described below, and shall execute the contract within ten days from the date of notification of such award, and in case of failure or neglect to do so, may be considered to have abandoned the contract. The check accompanying the proposal shall be forfeited to the City of Swartz Creek. The City reserves the right to extend this ten-day period if, in their sole opinion, circumstances justify such an extension.

The contractor shall, within ten (10) days after the award of the contract, and before the contract shall take affect, furnish and deliver to the City of Swartz Creek a performance bond with corporate surety acceptable to the City guaranteeing performance of the contract as follows:

1. A bond in the amount of 100% of the annual bid amount guaranteeing performance of the contract from July 1, 2011 throughout the life of the five year contract.

NONCOLLUSION

The bidder by execution of the proposal thereby declares the bid is made without collusion with any other person, firm or corporation making any other bid, or who would otherwise make a bid, and agrees to furnish all bid items in strict compliance with all Federal regulatory measures.

PROPOSAL GUARANTEE; LIQUIDATED DAMAGES

Each proposal shall be accompanied by proposal guarantee consisting of a certified check or bid bond in the amount of 10% of the first year bid amount shall be made payable to the City of Swartz Creek, as payee, and shall be forfeited as liquidated damages if the bidder fails to execute the contract in conformity with the agreement incorporated in the contract documents within ten (10) day after notification of the award of the contract. The City will hold the certified checks of the three lowest bidders until a contract is fully executed or until all bids are rejected.

CONTRACTOR BILLINGS TO CITY

The contractor shall bill the city for services rendered for work performed during he month within the (10) days following the end of the month. City shall pay contractor on or before the 20th day following the receipt of the billing. Such billing shall be based on the price rates set forth in the contract documents.

SUBMISSION OF BID/BID DELIVERY

The bid shall be legibly prepared in ink. The bidder must initial erasures or alterations. Written notice should be included with the bid if there is any intent to take exception to any requirement of this request.

All bids must be sealed and submitted on the City bid form and submitted prior to 10:00 A.M., April 18, 2011 at the Office of the City Clerk, 8083 civic Dr., Swartz Creek, Michigan, 48473. Bidder must label the outside of the envelope containing the bid in the following manner:

Solid Waste Removal Bid to be opened April 11, 2011 at 10:00 A.M.

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the bid proposal and specifications, and that the bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.

The bid must be delivered in person or sent by mail to the office of the City Clerk. It shall be in a sealed enveloped marked as shown in this section with the name and address of the bidder on the outside of the envelope.

Bids will not be accepted after the time designated for the opening of the bids. The bidder shall assume full responsibility for delivery of bids prior to the appointed hour for opening same, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employees for the transmission thereof. The City shall accept bids only during normal business hours, said hours being 8:30 A.M. to 4:30 P.M., Mondays through Fridays, legal holidays accepted.

TAXES NOT INCLUDED IN BID

The City of Swartz Creek is a governmental unit and as such is exempt from payment of all State and Federal taxes.

CITY'S RIGHT TO REJECT BID

The City of Swartz Creek reserves the right to reject any or all bids, or any part of same, to waive any irregularities or informalities, and to make the award in part or entirety as may appear to the City Council to be in the best interest of the City.

DISQUALIFICATION OF BIDDER

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of the bidder's proposal:

- A. Evidence of collusion among bidders.
- B. Lack of competency as revealed by financial statements, experience or equipment statements as submitted or other factors.

- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- D. Default on a previous municipal contract for failure to perform.

AWARD OF CONTRACT

The City Council will consider the bids as early as practicable after tabulation. If the City Council awards a contract the proposal guarantee of all bidders not successful will be returned. Provided, however, the guarantee of the three lowest bidders will be held by the City until a contract is fully executed. Following receipt by the City of a fully executed contract, including approved insurance certificates, the proposal guarantee of all bidders will be returned.

EXECUTION OF DOCUMENTS

The successful bidder shall be required to execute all contracts and bonds in duplicate.

CITY'S RIGHT TO TERMINATE CONTRACT

If the contractor should be adjudged bankrupt or make general assignment for the benefit of creditors or others, or if a receiver should be appointed, or if the contractor should refuse to supply enough labor, material or equipment to maintain collections or fail to make prompt pickup of materials or disregard the laws of the State of Michigan and the ordinances of the City of Swartz Creek or otherwise be guilty of substantial violation of any provision of the contract, then the City may, without prejudice to any other right or remedy, terminate the contract and award the same to another party.

ASSIGNMENT

No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the contractor without the express written consent of the City. In the event of any assignment, the assignee shall assume the liability of the contractor.

CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor is, by careful examination, satisfied as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, the character and amount of equipment needed, the prevailing weather, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

The contractor agrees to assume complete responsibility for securing any and all permits, licenses, privileges, or rights of any nature whatsoever necessary for collection, composting, and disposal of material under this contract which is, or may be required of the contractor by any authorized governmental agency.

LENGTH OF CONTRACT

The Contract shall be for a period of five (5) years commencing July 1, 2011 and ending June 30, 2016.

ANTIDISCRIMINATION CLAUSE

The contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges or employment, because of race, color, religion, national origin or ancestry, or because of age or sex, except where based on a bona fide occupations qualification, and to require a similar covenant on the part of any subcontractor employed in the performance of the contract.

Breach of this covenant may be regarded as a breach of this contract.

MUNICIPAL REFUSE

The contractor shall pick up and remove all refuse once per week from the seven (7) public trash cans and receptacles as are located on Miller Road, Fairchild Street, and Cappy Lane. Should the number of containers increase by more than three (3) containers in number during the period of this contract, a price for each container over that amount may be negotiated with the City. In the event a container exceeds in weight more than what one person can easily handle, the contractor shall not be required to pick up any such container. Contractor shall promptly notify the director of Public Services of such situation and the City shall pick up such refuse. The contractor shall also provide mechanical container service to the Department of Public Services with one (1) four (4) yard container, pick up twice per week, so long as the container does not contain construction material. During the months of May thru October, an additional mechanical container is required at the Department of Public Services, to be picked up twice per week.

As part of the contract a mechanical container large enough for Hometown days will be provided.

These services shall be at no cost or charge to the City of Swartz Creek.

PROHIBITED MATERIALS

The contractor shall be under no obligation to pick up any materials that are prohibited from being deposited in a Type 2 Landfill by the rules and regulations of the Michigan Department of Natural Resources; as such rules and regulations currently exist.

FREQUENCY OF COLLECTION/REMOVAL DAY/TIME OF COLLECTION

The contractor shall collect and remove all refuse and yard waste from all properties once per week, biweekly for recyclables, so long as said refuse is properly tied and/or bundled, placed in suitable containers and properly located at curb or roadside. The contractor shall remove refuse, recycling materials and yard waste from all locations within the City on Mondays. Unless otherwise ordered by the City Manager, collection refuse will commence no earlier than 7:00 A.M. and be completed by no later than 7:00 P.M. The contractor may choose any pickup route they desire, however, once a route has been established the route may not be changed without written approval of the City Manager. The purpose of this provision is to provide an approximate standard pickup time for each stop in the City.

HOLIDAY PICK UP SCHEDULE

During any week when a holiday occurs, as hereafter listed the pick up schedule for the day of the holiday shall be made one day later in the week, for that week only. The holiday list is: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas. A list of holiday must be provided as part of the bid document.

CONTAINERS

The maximum size of the containers shall be thirty-two (32) gallons. Containers shall be provided by the resident owner, shall have extended handles, shall be maintained in good condition and kept in as sanitary condition as is possible for their intended use.

Heavy-duty standard plastic trash bags as advertised for this purpose by leading manufacturers may be used as refuse containers. The maximum size is to be thirty (30) gallons. The combined weight of any receptacle and its contents shall not exceed fifty (50) pounds.

If the containers or plastic bags are ripped or left open or tipped over, the contractor shall be required to pick up and haul away the bag and remaining contents. Any spillage from the bag or container before the contractor handles it, may be left undisturbed. The contractor is to report immediately to the Director of Public Services all container spillages.

However, if the contractor, while in the process of handling the bag or container, shall spill all or some of the contents; he shall be responsible for cleaning up all of the spillage.

Contractor shall provide each residence and commercial stop with a recycling container and shall furnish the City with fifty (50) additional containers. Ownership of all containers shall vest with the City of Swartz Creek.

LOCATION OF CONTAINERS

The container and/or bags shall be placed at the street curb or along the road berm, whichever is the case. However, the City may designate municipal or private alleyways as pick-up locations if appropriate (e.g. The Heritage Village Subdivision). The location shall be arranged to facilitate the removal of refuse by the contractor. The contractor shall be required to make collections from this location. The contractor shall not be required to collect garbage and rubbish off the street, alley, or road right-of-way. Where containers and bags of rubbish are placed in a right-of-way and may cause a safety hazard to vehicular or pedestrian traffic, the Director of Public Services shall designate special locations for collection. For standard refuse containers that are placed at the curb, the contractor shall empty the container and return the container to the curb location in a neat and orderly fashion. *The contractor will be held liable for in-kind replacement of containers that are damaged in handling.*

SUPERVISION

The contractor must be represented in person or at all times have an authorized representative supervising the work. Complaints of missed pick ups or service problems will be received and recorded by the designated office of the City. The contractor must pick up the record of the complaints received daily by 4:00 P.M. Prompt and courteous investigations of these complaints are to be carried out when necessary. Prompt actions shall be taken to remedy any condition, which constitutes a failure to fulfill the terms of this contract. The Public Services Director shall have the right to determine the true validity of any complaints, as to the failure of the contractor to fulfill the terms of this contract, and his decision shall be final and binding upon the contractor.

DEDUCTIONS

There shall be deducted from the monthly payment to be made by the City to the contractor \$20.00 for each properly verified incident of failure on the part of the contractor to collect, remove and dispose of garbage, rubbish and trash in accordance with the terms of this contract. A deduction of \$20 shall also be made for each properly verified incident of carelessness on the part of the contractor in the emptying of containers or otherwise permitting garbage or rubbish to be strewn on or about the properties. In case the contractor, within twenty-four (24) hours after notice of any such complaint, shall fail to make such collections or shall fail to clean up the property, depending on the nature of the complaint, an additional deduction of Twenty Dollars shall be made for each twenty-four (24) hour period during which any such failure shall be allowed to continue after such notice. The sum deducted by the City under this

provision shall be deemed to be and shall be taken by the City as liquidated damages to the City and not as a penalty.

PUBLIC CONVENIENCE AND SAFETY

The contractor shall observe ordinance related to obstructing streets, keeping passageways open and protecting same, and shall obey all laws and ordinances controlling or limiting those engaged in the work. The contractor is granted the privilege of using the street for the purpose of doing the work specified, but is not granted exclusive use of such streets. The contract shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to property owners.

The contractor shall be responsible for insuring that employees driving equipment in the City of Swartz Creek have a current valid Michigan driver's license with all required endorsements for the equipment being driven. The contractor shall also be responsible to see that employees observe and obey all traffic laws.

EQUIPMENT

Each bidder shall submit with the proposal, a list (including specifications) of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling rubbish and garbage shall be late model, steel body with steel covers, non-leakable and of the automatic packer type. The equipment shall be in such condition that the schedule of collection can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from the Monday pickup schedule.

The contractor shall use the equipment identified in this proposal, or equipment equal in type, specifications and age, usual wear and tear expected, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment as shall be from time to time required.

The minimum equipment required for this contract is two (2) twenty cubic yard automatic packers, completely covered. The minimum equipment shall include the contractor's capabilities of servicing mechanical containers. The minimum equipment must be available ten (10) days before the collections are to be made under the contract, at which time the City will inspect them. All vehicles and other equipment shall be kept in good repair, appearance and in sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the contractor. Each vehicle shall be equipped with "strobe" lights as approved by the Director of Public Services.

All equipment used to collect and transport solid waste materials under this contract shall have current State of Michigan licenses, certifications, and registrations required for this purpose.

DISPOSAL OF REFUSE, GARBAGE AND RUBBISH

The contractor shall properly dispose of all refuse, garbage and rubbish at its own expense.

COMPLIANCE WITH COUNTY, STATE, AND CITY LAW

The contractor shall comply with all applicable laws, statues, ordinances, rules and regulations enacted by any state or local agency regarding the collection and disposal of all refuse, garbage, rubbish and cleanup materials.

OWNERSHIP

The collection and/or disposition of all refuse and/or other such abandoned property by the contractor shall be deemed a claim of ownership and title by the contractor over such refuse and/or other such abandoned property.

POINT OF CONTACT

All dealings between the contractor and the City regarding the performance of the work shall be directed by the contractor to the City of Swartz Creek Director of Public Services.

ADDRESS AND TELEPHONE NUMBER

Contractor shall furnish the City Clerk with the Company's address and telephone number. In the event said address or telephone is changed, contractor shall immediately advise the City Clerk of the correct information.

OPTIONAL AUTOMATED COLLECTION BID

The City of Swartz Creek is requesting an optional bid for all automated services,(Yard waste, recycle and general refuse) understanding that specification would be modified to provides that same level of service requested by bid.

BID SHEET (A)

5 YEAR CONTRACT

YEAR 1: 7/1/2011 THROUGH 6/30/2012

Refuse \$ _____ Per Month Per Stop
Recycling \$ _____ Per Month Per Stop
Yard Waste \$ _____ Per Month Per Stop

YEAR 2: 7/1/2012 THROUGH 6/30/2013

Refuse \$ _____ Per Month Per Stop
Recycling \$ _____ Per Month Per Stop
Yard Waste \$ _____ Per Month Per Stop

YEAR 3: 7/1/2013 THROUGH 6/30/2014

Refuse \$ _____ Per Month Per Stop
Recycling \$ _____ Per Month Per Stop
Yard Waste \$ _____ Per Month Per Stop

YEAR 4: 7/1/2014 THROUGH 6/30/2016

Refuse \$ _____ Per Month Per Stop
Recycling \$ _____ Per Month Per Stop
Yard Waste \$ _____ Per Month Per Stop

YEAR 5: 7/1/2016 THROUGH 6/30/2017

Refuse \$ _____ Per Month Per Stop
Recycling \$ _____ Per Month Per Stop
Yard Waste \$ _____ Per Month Per Stop

SIGNATURE AND TITLE

Company Name:

Address:

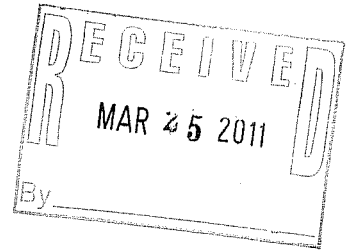
City/State/Zip:

2000-2010 GENESEE COUNTY CENSUS COMPARATIVE

GOVERNMENT UNIT	2000 CENSUS	2011 CENSUS	% CHANGE
Genesee County	436,141	425,790	-2.4%
Argentine Township	6,521	6,913	6.0%
Atlas Township	7,257	7,993	10.1%
Burton	30,308	29,999	-1.0%
Clayton Township	7,546	7,581	0.5%
Clio	2,483	2,646	6.6%
Davison	5,536	5,173	-6.6%
Davison Township	17,722	19,575	10.5%
Fenton	10,582	11,746	11.0%
Fenton Township	12,968	15,552	19.9%
Flint	124,943	102,434	-18.0%
Flint Township	33,691	31,929	-5.2%
Flushing	8,348	8,389	0.5%
Flushing Township	10,230	10,640	4.0%
Forest Township	4,738	4,702	-0.8%
Gaines Township	6,491	6,820	5.1%
Genesee Township	24,125	21,581	-10.5%
Grand Blanc	8,242	8,276	0.4%
Grand Blanc Township	29,827	37,508	25.8%
Linden	2,861	3,991	39.5%
Montrose	1,619	1,657	2.3%
Montrose Township	6,336	6,224	-1.8%
Mount Morris	3,194	3,086	-3.4%
Mount Morris Township	23,725	21,501	-9.4%
Mundy Township	12,191	15,082	23.7%
Richfield Township	8,170	8,730	6.9%
Swartz Creek	5,102	5,758	12.9%
Thetford Township	8,277	7,049	14.8%
Vienna Township	13,108	13,255	1.1%

Adam Zettel
Contract Zoning Administrator
City of Swartz Creek
8083 Civic Dr
Swartz Creek, MI 48473

RE: Project Funds Reserved
Consumers Energy Business Solutions Project ID# CE-11-09062
Project Location: 8100 CIVIC DR



Dear Adam Zettel,

We are pleased to inform you that the Consumers Energy Business Solutions Program received your Pre-notification Application. After reviewing your application we have reserved \$700.00 of incentive funds for your project until 6/21/2011. The incentive amount includes the following requested measures:

Measure:	Measure Quantity
Gas	300
Gas	2

Reserved funds are not transferable to other projects, facilities, and/or customers. This letter ensures that we will process your application for payment provided that, after review, your project :

- Remains eligible for incentives
- Is completed within the 90-day time period
- Is accompanied with the appropriate documentation

Actual incentive amounts will be based on the final qualification amount based on a review of the final application and supporting project documentation (and may be capped at the reserved amount). The Business Solutions Team will conduct inspections periodically throughout the application process and may contact you to schedule an inspection.

To facilitate timely processing of your final application, please submit all requested supporting documentation as listed in the specification pages of the application. The most recent versions of the applications are available on the Consumers Energy Web site at www.consumersenergy.com.

We appreciate your interest in the Business Solutions Program and the energy efficiency efforts you are undertaking. If you have questions, please call the Business Solutions Team at 1-877-607-0737, or e-mail us at ConsumersEnergyBusinessSolutions@kema.com.

Sincerely,
The Consumers Energy Business Solutions Team
P.O. Box 1040
Okemos, MI 48805

Paul Bueche

From: Michigan Municipal League [jorr@mml.org]
Sent: Monday, March 21, 2011 11:45 AM
To: Paul Bueche
Subject: MML Liability & Property Pool to Distribute \$3 Million Dividend



League Liability & Property Pool to Distribute \$3 Million Dividend

The Board of Directors of the Michigan Municipal League Liability & Property Pool – your member-owned and controlled group self-insurance program – voted to return \$3 million in member equity to current members of the program who renewed coverage as of January 1 or upon renewal through the remainder of the year.

Members who have participated continuously for at least the past five years will share in the distribution in accordance with the percentage that their annual premium equates to the Pool's total written premium during the preceding year. The Board also approved a distribution schedule that would allow for graduated participation for new and returning members after one year.

It is anticipated that the Pool's excellent financial position – the result of the efforts of our members to reduce losses – will allow future equity returns to members as well.

The League risk management programs are non-profit and non-taxed. Excess contributions are returned to members through dividends, expanded coverage, or improved services. Over the long run, they represent the lowest cost insurance alternative for Michigan local governments. Along with the League Workers' Compensation Fund, the League's two insurance programs will return \$10 million to its owner/members in 2011 – money that would have otherwise gone to out-of-state or out-of-country commercial insurers.

Long-term, stable, cost-effective. We'll be here, even when the commercial insurers are no longer interested in your business.

League Liability & Property Pool Directors:

Chair: Richard Mack, Mayor, City of Manistee
 Vice Chair: Penny Hill, Manager, Village of Kalkaska
 John Archocosky, Manager, City of Iron River
 Jason Eppler, Manager, City of Ionia
 Dan Gilmartin, Executive Director, Michigan Municipal League

Les Hoogland, Mayor, City of Zeeland
Richard Root, Mayor, City of Kentwood
Mark Slown, Manager, City of Rogers City
Michelle Van Wert, Mayor, City of Williamston

For more information:

Pool Administrator: Michael Forster, Director, Risk Management Services
734-669-6340 or mforster@mml.org

About the Liability & Property Pool

The Michigan Municipal League Liability & Property Pool provides comprehensive property, general liability, auto liability, public officials' liability insurance and related services to hundreds of Michigan cities, villages, townships and other public entities. With more than \$19 million in annual premiums and more than \$49 million in members' surplus, the Pool has remained a financially strong and stable source of insurance and risk management services since 1982. The Pool offers up to \$10 million per occurrence for liability, replacement cost property coverage and a host of risk management services that are second to none.

Email management

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Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105





STATE OF MICHIGAN
EXECUTIVE OFFICE
LANSING

RICK SNYDER
GOVERNOR

BRIAN CALLEY
LT. GOVERNOR

March 21, 2011

*A Special Message from Governor Rick Snyder:
Community Development and Local Government Reforms*

To the Michigan Legislature:

Throughout my term as Governor, I will deliver Special Messages on policy issues that are vital to Michigan's future. They will be delivered to my partners in the Michigan House and Senate so that we can initiate discussion and action on innovative reforms that best serve the people of Michigan. Today, I am offering the first such message.

Following is a series of ideas for transforming government in a manner that will strengthen communities, help rebuild the kind of downtowns and neighborhoods that Michigan needs in order to compete in the 21st century, and promote a sense of cooperation and regionalism across the state.

Neighborhoods, cities and regions are awakening to the importance of "place" in economic development. They are planning for a future that recognizes the critical importance of quality of life to attracting talent, entrepreneurship and encouraging local businesses. Competing for success in a global marketplace means creating places where workers, entrepreneurs, and businesses want to locate, invest and expand. This work has been described as a "sense of place" or "place-based economic development" or simply "placemaking." Economic development and community development are two sides of the same coin. A community without place amenities will have a difficult time attracting and retaining talented workers and entrepreneurs, or being attractive to business.

Each community contributes to the overall success of its region. People, companies and talent do not move to specific communities – they move to regions. Being globally competitive as a region requires understanding, mapping and pooling regional resources and assets. Local governments, the private sector, schools, higher education and nongovernmental and civic organizations must collaborate to make Michigan's economic regions, and ultimately the state, competitive.

There are several efforts already underway that merge public and private resources in a manner that builds a new future for Michigan's communities and regions.

In Traverse City, a unique partnership called “Grand Vision” has engaged the entire Traverse Bay Region in developing a new blueprint for cooperation on building the transportation, educational and broadband infrastructure necessary to compete in the global economy. Integrating agriculture and tourism to the economy of the region, it also renews efforts to strengthen the region’s downtowns.

Another example of regional cooperation is the West Michigan Strategic Alliance, an eight-county partnership that includes Grand Rapids, Muskegon, and Holland, and all other communities in that area. WMSA is creating a regional mindset, developing a shared vision for the region and offering access to common Information Technology systems and tackling critical talent initiatives.

And, in Southeast Michigan, Detroit’s Live Midtown program is a piece of a larger program called 15x15 that strives to attract 15,000 young people with at least a bachelor’s degree to live in the city of Detroit by 2015. Coupled with the city’s Detroit Works Project, which is working to seek young, talented Detroiters to move to areas including Eastern Market, Corktown and the New Center area, a powerful coalition is developing that can help reinvent Detroit as part of our larger effort to reinvent Michigan. Michigan succeeds when Detroit succeeds.

Finally, I am strongly encouraged by the voluntary efforts underway in our local government associations. The Michigan Municipal League has developed a “Center for 21st Century Communities” to work with local officials, and private sector and non-profits. It will help identify, develop and implement new programs and strategies for communities so they can become vibrant. And, the Michigan Townships Association, in partnership with Michigan State University, has adopted six “Pillars of Prosperity” that endorse the need for attractive communities, a strong agricultural economy, utilizing natural resources for recreation and job creation, lifelong education, the development of an inclusive entrepreneurial culture, and the necessity of embracing 21st century technology.

State Government Actions

We are restructuring state government so that it can more effectively enable these efforts. State agencies need to be formally connected in a way that promotes interagency teamwork, and collaboration with local government and regional leaders.

That is why I created the Economic Development Executive Group which includes the Department of Transportation, Michigan Economic Development Corporation, Department of Licensing and Regulatory Affairs, Michigan State Housing Development Authority, Unemployment Insurance Agency, Office of Financial Insurance Regulation,

Workers Compensation, Michigan Administrative Hearing System, Office of Regulatory Reinvention, and Public Service Commission.

In the past these agencies were “siloes” — demonstrating little connectivity, uncoordinated programs, and duplication of outreach and staff. Structurally, we are able to refocus our economic development activities, streamline services and better coordinate economic, work force, housing, and community development functions – all under one roof.

Today, I am announcing our next steps to help communities build the kind of places that will enable them to compete in a global economy.

I have asked Mike Finney, director of the MEDC and leader of the Economic Development Executive Group, to engage the directors of the Michigan Department of Transportation, the Michigan Department of Natural Resources, the Michigan Department of Agriculture and Rural Development, the Michigan Department of Licensing and Regulation, Michigan State Housing Development Authority, the Michigan Land Bank Fast Track Authority, and other state departments and agencies to prioritize the following and issue a report on their progress by the end of the year:

- Identify ways to foster and promote collaboration among entities engaged in economic development and placemaking activities.
- Maximize under-utilized resources throughout the state, particularly in urban communities and rural communities.
- Establish a process for evaluating the performance of economic development and placemaking activities.
- Support investment programs that deliver measurable, positive results.
- Encourage new initiatives that support local and regional programs involved in economic development and placemaking.
- Recognize successful state, regional, and local economic development and placemaking programs that can be role models for groups around the state.
- Promote best practices for local and regional economic development and for placemaking activities.
- Partner with local economic development and civic groups to fully understand the needs of the community.

State government must collaborate if we are to transform Michigan’s economy. Rather than scattered and competitive efforts at research, planning and development, Director Finney’s work group will assess and align these efforts. Michigan’s economic development and placemaking activities will produce jobs, spur regional economies and elevate the quality of life for all our state’s citizens.

This group will ensure that state government will become a better partner with local government, the private sector, and regional development organizations across Michigan to promote and invest in economic development and placemaking. Financial

and human resources will be more effectively leveraged and targeted to create real value.

Legislative Priorities

Local governments are facing enormous challenges. The repercussions of a decade-long one-state recession and its effect on property values are still being felt at the local government level. Local officials are working hard to offer innovative solutions to the difficult problems facing their community, including consideration of consolidation of services between governments. The economic case for intergovernmental cooperation is clear. It can help lead Michigan in the direction of creating places that recognize regionalism, while at the same time saving taxpayers' money. Unfortunately, Michigan is hamstrung by antiquated state laws that are not conducive to cooperation. They impede the development of regional solutions to regional problems, service-sharing or service-consolidations (such as combined dispatch centers), and prevent municipalities from capitalizing on the economic savings that intergovernmental cooperation can create. It is time for the state to update these laws so that they reflect the realities of today's needs.

In addition, it is critical that all local government adopt best practices to ensure that state and local dollars are delivering the best value for their citizens.

I urge the legislature to take several important steps:

1. Revenue Sharing

Michigan currently has two forms of revenue sharing—payments from state funds to local units of government. The first is constitutional. Article IX, section 10, of the Michigan constitution requires that “Fifteen percent of all taxes imposed on retailers on taxable sales at retail of tangible personal property at a rate of not more than 4% shall be used exclusively for assistance to townships, cities and villages, on a population basis as provided by law.” The 2011-12 budget projects a total distribution under that constitutional provision of \$659 million, a 4 percent increase over the last fiscal year.

The second program, formerly known as “statutory revenue sharing,” was implemented with Public Act 140 in 1971. The formula was adopted to distribute revenue on the basis of relative local tax effort and population and was used to help major cities receive additional state aid. In the 40 years that have passed, subsequent legislatures have changed the formula to shift funds back and forth between cities, townships and villages numerous times. The end result is that more than 700 communities could receive statutory revenue sharing next year. The benefits of this system are questionable as 100 municipalities are projected to receive less than \$1,000 next year and three of them less than \$10 paid in six installments.

In this global economy, cities and urban areas are crucial to the economic vitality of any region or state. The provision of public infrastructure and public safety is a key element in the business competitiveness of any region. The most important reforms to the local public finance system in the past 30 years have been the Headlee Amendment and Proposal A. These reforms were designed to ensure that Michigan's tax system remains fair and in proportion to changes in the economy. In these troubled economic times, Michigan needs to focus its discretionary spending on strengthening the core regions of the state in order to move forward.

In my budget message I proposed that the program formerly known as statutory revenue sharing come to an end and be replaced by a new Economic Vitality Incentive Program. This program will reward best practices and lead to more prosperous communities over the next few decades. It will give municipalities in our commercial centers the incentives and flexibility to engage in serious cost control measures. Such measures will help ensure that vital public services are not cut in the face of economic difficulties. By consolidating our efforts to build strong centers of commerce we are investing in a stronger Michigan.

Funding in the first year will change by limiting allocation to communities that are expected to receive over \$6,000 of the new reduced funding under the existing formula. However, to continue to qualify for the Economic Vitality Incentive, eligible municipalities must meet certain requirements and implement serious reforms. These requirements are all based on best practices, many of which have already been implemented by some municipalities and the State. But these requirements should be considered the first steps in local government reform and not the end solution. Many communities will find they already comply with some or all of the following requirements.

First, municipalities must embrace accountability and transparency. By October 1, 2011 local governments must produce a citizens guide to their finances and a performance "dashboard" that is readily available to the public. My administration has worked closely with the Michigan Municipal League to develop the model dashboard that is included in this message. The dashboard can be customized for specific communities but I find the recommended metrics most important.

In January I released the Citizen's Guide to Michigan's Financial Health. I now ask all local governments to do the same by October 1, 2011. A template can be found on my website at www.michigan.gov/gov in the citizens guide section. Municipalities should use the chart-building tool and citizens guide template to make their local finances, including a recognition of their unfunded liabilities, available to the public.

Second, by January 1, 2012, municipalities must develop plans to consolidate services that will result in taxpayer savings. The plans should make a good-faith effort to

estimate potential savings and costs associated with sharing critical services at the local level.

Finally, municipalities must begin to address employee compensation in order to continue to qualify for the Economic Vitality Incentive Program. For any new, modified or extended contract, all public employee compensation should be subject to the following criteria:

- a) Placing all new hires are on a defined contribution plan or a hybrid retirement plan that caps annual employer contributions at 10 percent of base salary.
- b) Where applicable a 1.5 percent multiplier should be used to determine employee pensions. A 2 percent multiplier should be used for employees who are not eligible for social security benefits.
- c) Implementing controls to avoid pension spiking such as using a three-year salary average that does not include more than a total of 240 hours of paid leave and overtime to determine benefit levels.
- d) If health care is offered, all new hires must be on an 80/20 employer to employee health care premium split. Alternatively, a dollar amount could be assigned to local health care plans and compared to the state healthcare plan if it is an HMO or includes other cost saving measures such as co-pays or deductibles.

Municipalities will receive one-third of their funding for each category of best practices they meet. The three categories are accountability and transparency, consolidation of services and employee compensation. Local units must meet every criteria described in a specific category by the defined timeline to fully benefit from the program.

Municipalities that do not meet the criteria will see reduced funding in their scheduled payments. Until the specified dates and new contracts begin, communities will continue to receive six payments as previously scheduled at the new funding level.

These proposed reforms will accomplish several goals for Michigan. Most importantly, local leaders will have the ability to control short- and long-term costs. By controlling costs, local governments can maintain critical public safety, infrastructure and quality of life services. The continued provision of these services will enhance the long-term competitiveness and economic vitality of Michigan's commercial centers and the entire state.

Also, the Economic Vitality Incentive Program should include funds to be allocated to municipalities that combine government operations completely. Of the \$200 million funding level, I propose \$5 million be set aside in the first year to help overcome costs associated with mergers for those local government entities that decide to merge. This will help save taxpayers money in the long run.

The reforms that I have outlined above are just the first steps in a continuous improvement process. Over time the state and its largest communities will work together to achieve best practices in government reform. State and local government should be viewed as partners working to make Michigan a better place and these reforms will start us down that path.

2. Enabling Consolidation of Jurisdictions

It is time to create a new opportunity for the merger and consolidation of local governments in Michigan. Such consolidation should not be mandated, but should be allowed by law, as contemplated in various sections of the state constitution. Counties, cities, villages and townships face significant challenges in providing services to their citizens within the limitations of their financial resources. I am convinced that the state must move forward to permit intense dialogue at the local and regional levels about how these governments can reinvent themselves.

We should permit open minds across the state to not only enter into collaborations, but to consolidate governmental units and activities as appropriate in their respective communities. The final decision regarding such consolidation should be left at the local level, but the consideration of such consolidation must not be prevented or discouraged by state government. I will support new legislation that permits the establishment of metropolitan government as a metropolitan authority in Michigan. Under such legislation, existing county government would be superseded by the new metropolitan government, with all the functions of the county and city government performed instead by the metropolitan government. In addition, the legislative and executive powers of the city would be transferred to the metropolitan government.

I want to emphasize again that such legislation cannot and should not be mandatory. Rather, it should be drafted in a way that permits broader discussion about consolidation at the local level.

3. Ensure collective bargaining at the appropriate time

Michigan currently has several laws that enable consolidation and cooperation between local units of government. These include such acts as the Urban Cooperation Act, the Intergovernmental Transfer of Functions and Responsibilities Act, the Metropolitan Councils Act and the Emergency Services to Municipalities Act. The problem is that each of those acts includes clauses that prevent the immediate negotiation of new contracts. This stands in the way of even the consideration of mergers by many local units, and when the current acts are implemented, the end result is an unmanageable

multi-layer set of work rules, wages and benefits which effectively eliminate the economic efficiencies that are the very reason to consolidate.

These laws should be amended to provide that upon merger of services, management and employees should immediately begin the collective bargaining process for the new entity and complete this within an appropriate time.

Such a change would permit municipalities to avoid multi-layer bargaining while creating certainty on costs, wages and benefits for both employers and employees.

The question should not be “if” collective bargaining occurs; the question should be “when” such bargaining occurs. A simple change in each of these acts would remove an important impediment to consolidation of services across the state.

4. Amend Public Employment Relations Act

In order for local governments to better work together I am proposing to amend the Public Employment Relations Act (PERA). If we are to encourage intergovernmental cooperation, the consideration of an intergovernmental cooperation agreement by local units of government should not be considered an unfair labor practice under PERA. I urge the adoption of legislation that amends PERA to make it clear that nothing in that act limits a public employer from exploring the options of entering into an agreement with another public employer. However, when the discussions proceed to specific implementations, union representatives should be notified.

5. Reform Binding Arbitration

Binding arbitration was adopted into law in 1969 and serves an important function. If a local government employer and police or fire employees cannot come to terms through collective bargaining, the next step is binding arbitration. PA 312 prevents public safety employees from going on strike and bringing critical services to a halt.

The concept of binding arbitration is not the problem – the problem is the way it is applied. Binding arbitration should be viewed as the last option and not the inevitable last step in a collective bargaining process.

Too often during negotiations one side will look ahead to the binding arbitration process and act on what it believes an arbitrator would rule. This is because the current process was enacted in 1969 and is now outdated. To remedy this, PA 312 needs to be enhanced and clarified to include the following provisions:

- a) A community’s ability to pay should be a fundamental factor in an arbitrator’s decision.

- b) Internal salary and benefit comparisons should also be considered by an arbitrator.
- c) Both sides should be required to submit a last best offer before entering into binding arbitration.
- d) The process of binding arbitration should last no more than 90 days.

These reforms will improve the process of arbitration, while making certain that the system is fair and equitable for both employers and employees.

6. Prohibit Minimum Staffing Requirements

As the result of petition drives, several cities have amended their charters to establish minimum staffing levels for public employees. Some communities regularly violate their own charter provisions because they simply cannot fiscally meet those requirements. Management decisions in a democracy should be made by those elected to manage—local officials. Staffing levels should be part of the collective bargaining process, not mandated by city, county or village charters. Charter amendments that set minimum staffing requirements circumvent the collective bargaining process and management decisions and should not be allowed. I propose that the Home Rule City Act, the Home Rule County Act, and the Home Rule Village Act be amended by adding a new subsection to clarify that any new city, village, or county charters may not contain minimum staffing requirements for personnel of any type. In addition no new amendments to existing charters shall establish minimum staffing requirements in the future.

7. Implement Local Pension Board Best Practices

Across the state local pension boards make investment decisions that can total in the hundreds of millions of dollars. Ultimately, the pension payments are a liability of the municipality that agreed to the plan. As such these funds need to be managed responsibly because taxpayer money is at risk – both now and in the future. To protect taxpayer money there are three areas of pension board reform I would ask the legislature to address.

First, local pension boards should be subject to transparency rules. They should be required to report their annual performance and funding level in a standard format. This would allow all plans to be benchmarked against all others. Also, strict restrictions and disclosure requirements should be in place for all board member travel and expenses.

Second, local pension boards should have to meet certain best practice requirements. Modeled after recent Securities and Exchange Commission (SEC) rules, the state should adopt a strict prohibition against the practice known as “pay to play.” The SEC regulations that apply to the largest organizations should be applied at all levels – including third-party advisors. If anyone contributes to government officials in a position to influence the decision of a pension board they should be banned from conducting any business with the board for two years. Also, a financial advisor or anyone acting on their behalf should be prohibited from making or soliciting political contributions to a local or state political party where they wish to conduct business.

Finally, local pension boards should be subject to accountability reforms. Boards should be allowed to self-police and act to remove a member. Also, a set of triggers is needed to act as an early detection system for fraud, significant SEC violations or losses. These triggers would allow for state intervention and the possible oversight of a local pension board. Furthermore, board members who are found guilty of a breach of public trust should be required to reimburse the fund for any defense costs that were covered. In the private sector, individuals accused of securities fraud are subject to civil and criminal charges. An executive’s signature on a financial statement implies an individual responsibility for the integrity of the document and that same standard should apply to public pension boards.

8. Unfunded mandates

The state is prohibited from imposing new mandates on local units without appropriating and disbursing funds to pay for them. This prohibition is made clear under Article IX, sections 25 and 29 of the state’s constitution (sections of the “Headlee Amendment” approved by voters in 1978). However, state government’s observance to those standards has been sorely lacking. In today’s economy we have now reached the time where the state’s non-adherence to those standards has exacerbated the challenges that financially strapped local communities already face.

The checks and balances contemplated by the Headlee Amendment in the relationship between state and local government must be restored and vigorously adhered to by the state. To do that, PA 101 of 1979 – the original act adopted by the legislature to implement the Headlee Amendment – must be amended.

I will support legislation that amends PA 101 with the following provisions:

- a. Establish and require a fiscal note process to be developed by the House and Senate fiscal agencies for legislation that affects local governments.

- b. State that in the event legislation is enacted which imposes new, costly requirements on local governments without complying with a fiscal note process, such legislation will have no force or effect until compliance is achieved.

Conclusion

It is clear that we need to look beyond our own immediate township, city and county boundaries in order to build a stronger Michigan. We need to look beyond the dividing lines of yesterday to build dynamic communities that will foster job growth and attract world-class talent.

In order to make this a reality, local officials need the tools to share services and merge operations when they believe it makes sense. In many cases communities can pool resources and allow for consolidation to take place without sacrificing the level of service. But in order to do so we need to remember that in today's economy our communities are intertwined in more ways than we realize. It's time to leverage this concept to our advantage by insisting on best practices at all levels of government.

I ask the people of Michigan to be open to the idea of sharing critical services and embrace the concept of regionalism so that we can successfully confront the economic challenges facing us today.

Michigan needs to become a place where our children – and theirs – can live, work, play and prosper. State government can enable and encourage, but communities themselves must lead the way.

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Urban Cooperation Act reform passes House committee

March 17, 2011 16:06 by [Samantha Harkins](#)

This morning the House Local, Intergovernmental and Regional Affairs Committee passed HBs 4309-4312, bills that reform the Urban Cooperation Act as well as several other acts pertaining to local cooperation.

Passage of these bills are a great step toward giving local units of government the tools needed to cooperate and share services by removing barriers to service sharing.

The League would like to thank Rep. Opsommer (R-Dewitt) for his continued work on this issue for the third consecutive legislative session as well as the other bill sponsors: Reps. Kowall (R-White Lake), Denby (R-Handy Township) and Hooker (R-Byron Center).

We are hopeful that these bills will be taken up on the House floor in the coming weeks, and we look forward to working on this issue in the Senate.

Samantha Harkins works for the Michigan Municipal League handling municipal services issues. She can be reached at 517-908-0306 or email at sharkins@mml.org



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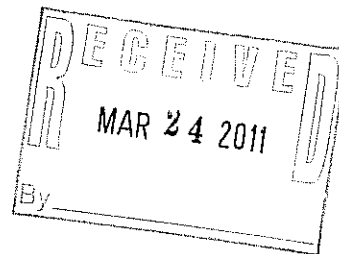
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Swartz Creek Church of Christ
4401 S. Seymour Rd.
Swartz Creek, MI 48473
810-635-4544



Dear Paul D. Bueche, City Manager,

The Swartz Creek church of Christ is interested in a beautification project in the Swartz Creek area. It is our desire to reach out to the community and offer help where needed.

One of our church members has been in contact with the Parks and Recreation department and was offered the opportunity to care for the City of Swartz Creek sign on the corner of Miller Rd and Seymour Rd.

We appreciate the opportunity to serve the community in this manner. We plan to begin this project in May and will incorporate plant and flower selections recommended by the Ruth Mott Foundation and Keep Genesee County Beautiful project. We plan to continue to care for this project throughout the year and will plant bulbs in the fall for spring flowering.

Thank you for this opportunity to serve the Community of Swartz Creek.

A handwritten signature in black ink, appearing to read "Joe Greene".

Joe Greene