

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday November 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 November 14, 2011 MOTION Pg. 7, 13-20
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg.7, 2-6
 - 6B. Monthly Fire Report Pg. 21-44
 - 6C. 2012 Fire Budget (Agenda Item) Pg. 45-61
 - 6D. 2010-2012 FY Audit (Agenda Item) CD
 - 6E. Plante-Moran Proposal, Audit Services (Agenda Item) Pg. 62-67
 - 6F. Springbrook-Heritage Vacant Lots (Agenda Item) Pg. 68-71
 - 6G. WWS Letter, Bear Creek Agreement Pg. 72-79
 - 6H. County Animal Control Letter Pg. 80
 - 6I. Comcast Notice, Channel Changes Pg. 81
 - 6J. Consumers Energy Notice Pg. 82
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. 2010-2011 FY Audit Presentation RESO. Pg. 8, CD
 - 8B. Appoint Auditing Firm RESO. Pg. 8, 62-67
 - 8C. Authorize Conveyance, Springbrook & Heritage Vacant Lots RESO. Pg. 9, 68-71
 - 8D. 2012 Fire Budget RESO. Pg. 12, 45-61
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION TABLE

City of Swartz Creek
CITY MANAGER'S REPORT
 Regular Council Meeting of Monday November 28, 2011 7:00 P.M.

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

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (See Individual Category)

2011-2014 T.I.P. APPLICATION (Status)

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

2011-2014 TIP, PENDING PROJECTS FUNDED & QUEUED (shaded)

Project	Year	Grant	City Match	P.E.	C.E.	Total
Bristol Road @ GM-SPO	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
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
Totals:		\$2,641,871	\$660,468	\$184,000	\$296,000	\$3,782,339

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

KAREGNONDI WATER AUTHORITY (Status)

Pending.

SEWER I&I PENALTIES, REHABILITATION (Status)

We approved Phase IV of the sewer rehabilitation project (Winshall Drive) at the meeting of July 25th, the cost being \$82,492.50. This work is generally done in the winter after the ground is frozen as it presents less damage to yards from lines located in the backyards.

✓ **MARATHON REDEVELOPMENT PROJECT** (Status)

Bids are back with three submittals, two restaurants and an office building. Adam has the bids and is reviewing them. I don't imagine that this will take very long. I'll keep the Council posted. Here is the schedule:

RFP Issued	September 8, 2011
Pre-Bid Meeting	September 29, 2011 @ 4:00 p.m.
RFP Response Deadline	November 1, 2011 @ 4:00 p.m.
Presentations by Invitation:	To Be Announced
Council Selection:	December, 2011
Purchase Agreement:	December-January, 2011-2012
Planning Commission Site Plan:	January-February, 2012
Final Site Plan Approval, Develop	
Agreement Approval:	February-March, 2012
Commence Construction:	Spring, 2012

✓ **PERSONNEL & POLICIES & PROCEDURES** (Status)

Pending.

✓ **CITY PROPERTIES 5129 & 4438 MORRISH ROAD** (*Status*)

Pending demolition.

✓ **LABOR CONTRACTS, MEDICAL BENEFITS, SB-7** (*Status*)

As a short re-cap, all our labor contracts are frozen. The POLC agreement has been frozen since January 2009, AFSCME since July 2008, the Supervisor's since July 2007 and the City Manager's since December 2004. We have two other "at will" classifications, which are without agreements, being our part time police officers and our building inspector. The part time police have been frozen since March 2004 with a change in November 2009 to allow time and a half on holidays. The building inspector is part time and has remained unchanged since October 2006 when the position was established to replace the full time assessor / building inspector. Contracted positions are the assessor and trade inspector's, being electrical, plumbing and mechanical. With Adam leaving we have a problem with Zoning Administration, Code Enforcement, and to a lesser degree, DDA, Planning Commission and CDBG administration. I am currently working on a solution to this.

All our union contracts expire on June 30, 2012. As we all know, there are significant changes to labor law that will impact these contracts, if not sooner than later. For the time being, we've opted out of SB #7. I'll keep the Council posted on developments.

✓ **FIRE DEPARTMENT: 2012 BUDGET & COST RECOVERY** (*Resolution*)

The 2011 Budget was adopted by the City at the meeting of November 22, 2010, minus CIP contributions. Included with tonight's agenda is the 2012 Budget. The Township has adopted both the 2011 and the 2012 Budget's as presented, gross amount being \$263,490 (2011 FY Budget was \$264,994). The Township has also adopted a contract with language changes; however, I have not met with them to review the changes. I should have a draft back for review in December.

✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Resolution*)

The work has been completed and we are awaiting final construction billings and reconciliations. As we discussed at the last meeting, we'll continue to pay these from the 401 Capital Projects Fund. When all the construction invoices are paid and final reconciliation of actual expenses are complete, we'll invoice out the assessments, somewhere in late December or very early January. Property owners will be given until April 2, 2012 to pay in advance. After that, the assessments will be divided into five equal payments and sent with the tax bills in June of 2012 through 2016. After the deadline for advance payment and final reconciliation, we'll be back for a Council resolution for final fund distribution.

Here is an updated schedule:

- June 27th Meeting:** Heritage & Springbrook Resolutions Directing Staff to Prepare Reports & Documents
Heritage & Springbrook Resolutions to Accept Findings, Reports, Boundaries & Documents, Place Findings in Clerks Office, Set Public Hearing for July 11, 2011 7:00 PM.
- June 28th:** Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper
- July 11th Meeting:** Public Hearing.
Heritage & Springbrook Resolutions Approving Profiles, Plans & Specifications, Formal Establishment of Special Assessment District, Direct Assessor to Prepare Special Assessment Tax Roll and Report to Council.

	Heritage & Springbrook Special Assessment District Roll Received by Council, Resolution of Acceptance, Order of Filing With Clerks Office, Order of Availability for Public Inspection, Set Public Hearing for July 25, 2011 7:00 PM.
July 12th:	Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper
July 25th Meeting:	Public Hearing. Council Confirms Special Assessment Roll, Order Roll Placed on File, Directs Assessor to Post the Assessment Roll, and Directs Treasurer to Collect As Specified. City Clerk must attach warrant to the Special Assessment roll within 10 days. Resolute & Sign Construction Contract
Aug 29th - Oct 1st:	Construction
Late October:	Final Expense Reconciliations, Determine per Unit Cost Adjustments (cannot Exceed Maximum Amount Approved).
November:	Invoice Property Owners,
April 2, 2012:	Payment Due Monday April 2, 2012.
June, 2012:	Year One of Five Year Cycle for Assessment Against Tax Roll
June, 2016:	Last (5 th) Installment Due

The other matter here is the question of the vacant lots in both Springbrook East and Heritage Village (35 vacant in Heritage and 24 vacant in Springbrook). The bank has agreed to transfer the lots to the City, via warranty deed and title insurance. They will pay all costs of closing and taxes through the end of the year. The City will be responsible for the street repair assessments. Heather has indicated that the lots may be tax exempt provided the City finds that the reason for acquiring them is for a public purpose. Mr. Figura advises that we need to have a plan documented, hence forth the lengthily resolution that outlines the terms and future disposition. The closing has to take place before December 31st or a new year of tax assessments will occur. Hopefully we can make this schedule. In review, the other option is to do nothing. If we choose this direction, it's quite probable that the bank and Woodside will walk away and all the lots will go back to tax foreclosure. This will place them in public auction with the eventual discharge of assessments and taxes, and possible ownership by the County Land Bank. Included with tonight's agenda is a resolution to acquire the lots.

- ✓ **SIGN ORDINANCE** (*Status*)
I spent some time discussing and reviewing this with Adam. This issue may not be as complicated as we have been making it out to be. Although it would be nice to place a sunset on all non-conforming signs, such an ordinance would place the City in the position of forcing the removal of probably 60% of the signs... not a very popular choice with our businesses. Aside from that, Adam believes that our ordinance is probably quite adequate, if we choose to allow all non-conforming signs to remain, including pole or pylon signs. I'm still working to bring Adam to a meeting to further discuss the matter.
- ✓ **SHARED SERVICES INITIATIVE** (*Status*)
As of today, no additional grant money exists for study purposes. Funding is available for study and implementation. This is likely to continue to change regularly, but it presents the question of do we want to wait. I am reviewing the matter with the two townships and will be back shortly with a recommendation.
- ✓ **SCHOOL PERFORMING ARTS CENTER** (*Status*)
Pending second bid letting this winter.

- ✓ **SPRINGBROOK COLONY WATER-SEWER AGREEMENT** (*Status*)
As you recall, we postponed action on this at the meeting of October 10th. In line with the agreement that Mr. Figura and the attorney representing Springbrook Colony Property Management Firm (Piper Realty) have arrived at, we need this resolution to finalize the agreement, being the acceptance of the dedication. I met with the Board and discussed a number of items, inclusive of this one. They were going to review the matter and get back with us.
- ✓ **2010-2011 FISCAL YEAR AUDIT** (*Resolutions*)
Plante-Moran will be present to give a report on their findings for the 2010-2011 FY Audit. In all, we continue to fair OK despite three years of significantly declining revenues. The water fund continues to function below expectations and for the time being, will have to remain so. The findings are included in two separate documents, being the actual figures followed by text notes and opinions. Plante-Moran will have some additional graph materials to hand out at the meeting. As we discussed at the last meeting, I will be seeking the continued appointment of Plante-Moran as the City's auditing firm.
- ✓ **STREET RE-STRIPING & SYMBOLS** (*Status*)
We are going to take the winter to review everything, inclusive of the cold plastic symbols, create a bid, and look to do the work when the weather breaks. The plastic symbols, although desirable and longer lasting, are expensive and the number we have seems to be growing by the year. Having said this, we're going to look at the cost-benefit of buying the heat application equipment to do the symbol's work in-house. We're also going to contact the high traffic volume drives, such as Kroger, with costs to stripe and add Turn Arrows. The logic is to do everything in the early part of the summer which will go a long way in dressing up the appearance of the City.
- ✓ **BID AWARD, POLICE NON-LETHAL WEAPONS** (*Status*)
This is the "Taser" purchase from the meeting of October 24th. We are awaiting the policy for final approval before implementation.
- ✓ **MEIJER SITE** (*Status*)
Site work has generally been completed at the location. I will keep the Council posted on any further developments.
- ✓ **AIR CAPERS** (*Status*)
Pending final staff recommendation and Council approval.
- ✓ **ELMS PARK RENOVATION PROJECT** (*Status*)
Pending.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **BEAR CREEK SANITARY SEWER AGREEMENT** (*Information*)
As some of the Council may recall, we entered into a three party agreement with the County and Gaines Township to provide sewer services to Bear Creek Subdivision (Morrish south of Hill Road). The agreement (copy attached) provided that the township could use our system to transmit sewage for five years. After that, they had to terminate the connection or pay penalties until such a time as they could terminate. The agreement expires December 31st. Included is a letter from the County WWS outlining

potential options. I don't look for any decisions tonight, but have included it to think about as we will be dealing with it very soon.

- ✓ **CHRISTMAS CAROLERS'** (*Information*)
If you're out and about on Friday December 16th around 2:00 PM, stop by the office and see the Syring Elementary youths caroling.
- ✓ **CHRISTMAS PARADE JUDGES** (*Information*)
Brent is looking for judges for the Christmas Parade on Saturday December 3rd, 6:00 PM. If anyone is interested, please get with him He will be present at tonight's meeting.

Council Questions, Inquiries, Requests and Comments

- *Traffic Lights, Bristol-Miller, GM-SPO.* Pending the direction that GM takes. New traffic counts as to warrants would need to be taken.
- *Deteriorated Retaining Walls & Planters at City Buildings.* The wall along the north side of the building has been repaired. We are looking at options on some of the other repairs around the site.
- *Youth Programs in Park.* Looking into this. This item is something that might best be suited for the City's School Liaison Officer. The matter has been referred to the Police Department for review and recommendation.
- *Veterans Park Memorial, Street Signs.* Pricing has been presented to the committee. They are in the process of evaluating it.
- *Relocate – Remove Drop Boxes, Kroger & Morrish Road Real Estate Office.* We have made calls on these with promises to remove them. The one at the abandoned real estate office on Morrish is gone. We're still working on Kroger's.
- *Deteriorated Building, Morrish at CNA Crossing.* Pending.

**City of Swartz Creek
RESOLUTIONS**

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

Resolution No. 111128-4A MINUTES – NOVEMBER 14, 2011

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held November 14, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111128-5A 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 November 28, 2011, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111128-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 11128-8A 2010-2011 FISCAL YEAR AUDIT

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the 2010-2011 Fiscal Audit Report prepared by Plante-Moran, a copy of which is attached hereto, and further, direct such to be published, distributed, circulated and placed on file in a manner prescribed by law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 11128-8B APPOINT AUDITING FIRM

Motion by Councilmember: _____

WHEREAS, statute provides that municipalities conduct an independent annual audit of its financial records and accounting practices and report all findings to the City Council; and

WHEREAS, Plante-Moran was appointed to provide auditing services in 2008 under a three year contract expiring in 2011, the appointment being to replace a low bid awarded firm that performed unsatisfactorily; and

WHEREAS, the City has reviewed its options in selecting an auditing firm and has determined that although the firm may not be the cheapest, the interest of the City and its residents would best be served in extending the contract with Plante-Moran for a variety of reasons including, but not limited to: qualifications, expertise, extensive list of municipal clients and they are the auditing firm of both Flint and Mundy Townships, whom the City is exploring a shared services initiative; and

WHEREAS, Section 2-402, (a),(2),3, of the City’s purchasing ordinance allows for deviation from the bid process... *“In the employment of professional services, provided that in no instance shall such professional service be contracted for without prior council approval”*.

NOW, THEREFORE, I Move the City of Swartz Creek appoint Plante-Moran as its auditing firm for a five year contract, fiscal years ending on June 30th: 2012, 2013, 2014, 2015 and 2016, in accordance with the following fee structure:

2012:	\$20,300
2013:	\$20,825
2014:	\$21,350
2015:	\$21,900
2016:	\$22,500

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**SPRINGBROOK EAST & HERITAGE VILLAGE
CONDOMINIUMS: ACQUIRE VACANT LOTS, SET
PUBLIC PURPOSE PLAN**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has a duty to provide for the health safety and welfare of the community, its residents and visitors; and

WHEREAS, the economic downturn beginning in 2008 and continuing today caused a collapse of all house sales, new house construction and a significant reduction in the valuation of the existing housing market; and

WHEREAS, the City has two subdivisions that were in the infancy of development and construction, being Springbrook East and Heritage Village, both of which were approved under the Site Condominium Act and are approximately 15% complete with unfinished streets and the rough installation of utilities; and

WHEREAS, the economic collapse has halted any further development with the likelihood that it will be many years, if at all, before Springbrook East and Heritage Village will be completed, leaving a plethora of problems including, but not limited to: unfinished streets, abandoned and partially constructed houses, orphaned underground utilities, tax and mortgage foreclosures, surface water and storm drainage problems; and

WHEREAS, both subdivisions were designed and approved by the City with the intent that the streets, when completed, would incorporate into the City's local street system and become public streets; and

WHEREAS, the developer, due to the economic recession, was unable to fulfill the obligations set forth in the site plan, and the mortgage holder, being First Place Bank of East Lansing Michigan, has been working with the developer to liquidate the properties to satisfy loan commitments, however, the value of vacant land has diminished to the point that taxes and maintenance expenses would exceed any foreseeable increase in value, making investment prospects a poor probability; and

WHEREAS, the City worked with the residents of Springbrook East and Heritage Village Subdivisions to create a special assessment district to repair and finish paving the streets, work having been completed in October 2011; and

WHEREAS, a total of 115 lots were assessed street repairs in Heritage Village Condominium Association, 35 lots of which were unimproved and vacant; and

WHEREAS, a total of 64 lots were assessed street repairs in Springbrook East Condominium Association, 24 lots of which were unimproved and vacant; and

WHEREAS, Woodside Builders, the property owner of record, and First Place Bank, the lien holder, have indicated they will abandon the vacant lots and send them to tax foreclosure which ultimately may result in the discharge of all taxes and assessments

followed by the subsequent sale at public auction or seizure by the County Treasurers' Office; and

WHEREAS, the City has offered a resolve, being that Woodside would convey, by warranty deed, all vacant defined lots assigned separate tax identification numbers independent of the master deeds and subject to the special assessment district, for Springbrook East (24 lots) and Heritage Village (35 lots) to the City, with all costs associated with the closing inclusive of taxes through December 31st to be paid by Woodside, First Place Bank would relinquish their lien, the City becoming the owner of the lots with clear title, with the assessments left to be collected by the City; and

WHEREAS, the City has determined that a public purpose exists for obtaining the lots, being control and guarantee for the collection of the special assessment fees, the preservation of property values for the existing homes in the subdivisions and the resolve of underground utility and storm-surface water issues; and

WHEREAS, the City finds that the long term intent is to sell the lots to recover assessment costs and other administrative costs that may occur and to preserve property values consistent with the findings within this resolution

NOW, THEREFORE, I Move the City of Swartz Creek authorize the acquisition of the following properties in Springbrook East and Heritage Village Condominium Subdivisions:

SPRINGBROOK EAST SPECIAL ASSESSMENT DISTRICT #1

Parcel Number	Owner Name	Number	Property Address	Owner Address	Vacant/Improved
58-36-676-037	WOODSIDE BUILDERS INC	4375	MAYA LN	7550 MILLER RD	V
58-36-676-039	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-040	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-041	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-042	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-043	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-044	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-045	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-046	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-047	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-048	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-049	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-050	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-051	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-053	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-054	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-055	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-056	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-057	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-058	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-059	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V

58-36-676-060	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-061	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V
58-36-676-064	WOODSIDE BUILDERS INC.	0	RUSSELL DR	7550 MILLER RD	V
Total 24 Lots					

HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT 1

Parcel Number	Owner Name	Number	Property Address	Owner Address	Vacant/ Improved
58-30-651-044	WOODSIDE BUILDERS, INC	6285	ARLINGTON DR	7550 MILLER RD	V
58-30-651-050	WOODSIDE BUILDERS, INC	6230	ARLINGTON DR	7550 MILLER RD	V
58-30-651-059	WOODSIDE BUILDERS	3419	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-066	WOODSIDE BUILDERS	3408	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-072	WOODSIDE BUILDERS	6316	CONCORD DR	7550 MILLER RD	V
58-30-651-073	WOODSIDE BUILDERS	6310	CONCORD DR	7550 MILLER RD	V
58-30-651-074	WOODSIDE BUILDERS	6304	CONCORD DR	7550 MILLER RD	V
58-30-651-075	WOODSIDE BUILDERS	6298	CONCORD DR	7550 MILLER RD	V
58-30-651-082	WOODSIDE BUILDERS	3340	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-084	WOODSIDE BUILDERS	3330	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-085	WOODSIDE BUILDERS	3324	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-086	WOODSIDE BUILDERS	3318	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-087	WOODSIDE BUILDERS	3310	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-088	WOODSIDE BUILDERS	3304	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-089	WOODSIDE BUILDERS	3296	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-090	WOODSIDE BUILDERS	3290	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-091	WOODSIDE BUILDERS	3284	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-092	WOODSIDE BUILDERS	3278	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-093	WOODSIDE BUILDERS	3270	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-094	WOODSIDE BUILDERS	3264	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-095	WOODSIDE BUILDERS	3263	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-096	WOODSIDE BUILDERS	3269	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-099	WOODSIDE BUILDERS	6217	BAINBRIDGE DR	7550 MILLER RD	V
58-30-651-101	WOODSIDE BUILDERS	3291	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-102	WOODSIDE BUILDERS	3297	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-103	WOODSIDE BUILDERS	3305	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-104	WOODSIDE BUILDERS	3311	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-105	WOODSIDE BUILDERS	3319	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-106	WOODSIDE BUILDERS	3323	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-107	WOODSIDE BUILDERS	3329	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-108	WOODSIDE BUILDERS	3333	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-109	WOODSIDE BUILDERS	3335	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-110	WOODSIDE BUILDERS	3337	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-111	WOODSIDE BUILDERS	3339	HERITAGE BLVD	7550 MILLER RD	V
58-30-651-112	WOODSIDE BUILDERS	3343	HERITAGE BLVD	7550 MILLER RD	V
Total 35 Lots					

BE IT FURTHER RESOLVED that the City hereby:

1. Direct the City Attorney to prepare a Purchase Agreement consistent with the terms as set forth in the findings of this resolution, and review and approve closing packages prepared by the title company.

2. Direct the staff to prepare or cause the preparation of closing documents for the conveyance of the vacant lots described herein, instrument to be a warranty deed with title insurance policy, to be closed on or before December 31, 2011.
3. Authorize the staff to seek the sale of the vacant lots, without profit and consistent with the site plan as approved by the City, for the cost of the assessments pending against them, plus any other costs incurred in the acquisition, including but not limited to legal, interest, administrative, closing or accounting.

BE IT FURTHER RESOLVED that any offer to purchase any lot or group of lots be brought back before the Council for review and final determination.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 111128-8D 2012 FISCAL YEAR FIRE BUDGET

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the 2012 Fiscal Year Swartz Creek Area Fire Budget, a copy of which is attached hereto, gross maximum total not to exceed \$263,490 and further, appropriate an amount not to exceed \$131,745 from the City General Fund, to be paid consummate of the agreement between the City of Swartz Creek and the Charter Township of Clayton, payment being the City’s obligation of one-half of the proposed total budget of \$263,490.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

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

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 11/14/2011

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: Ron Schultz, Jim Florence, Tommy Butler, Lou Fleury, Sharon Shumaker, Judy Hough, Debbie Hackett.

APPROVAL OF MINUTES

Resolution No. 111114-01 **(Carried)**

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held October 24, 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. 111114-02 **(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 November 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. 111114-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

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

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

Discussion Took Place.

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

MEETING OPENED TO THE PUBLIC:

City Manager Bueche introduced Michelle, the new reporter from the Swartz Creek View.

Tommy Butler, 40 Somerset, questioned whether the water bills are estimated. City Manager Bueche advised that the meters are read each quarter and the only ones that are estimated are the ones that can't be read due to repairs needed.

COUNCIL BUSINESS:

2012 Genesee County Debt Commitment, Western Trunk Sewer Extension

Resolution No. 111114-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Binder

WHEREAS, the City of Swartz Creek has a need to pay to the County of Genesee the sum of \$57,168.59 to meet the bond and principal requirements on all bond obligations for water and sewer facilities in calendar 2012; and

WHEREAS, the City of Swartz Creek has such an obligation for the retirement of a Western Trunk Sewer Extension bond through approximately 2026, and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City of Swartz Creek that the monies to meet the principal and interest requirements and all bond obligations for water and sewer facilities will be secured from the following funds:

SOURCE OF FUNDS

Funds Already Available	\$57,168.59
Sewer Fund Total	\$57,168.59
Grand Total	\$57,168.59

Discussion Ensued.

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

Adjustment, Park Usage Fees

Resolution No. 111114-05

(Carried)

Motion by Councilmember Binder
 Second by Councilmember Shumaker

WHEREAS, at the regular meeting of the Council held on October 10, 2011, the Council considered the following resolutions, opting to decline a change in fees (#111010-06) and passing the expansion of days wherein fees are collected (#111010-07a thru c), resolutions as follows:

Park Fee Adjustments

Resolution No. 111010-06

(Failed)

Motion by Councilmember Hurt
 Second by Councilmember Binder

I Move the City of Swartz Creek adopt new fee structures for advance reservation of pavilions in Elms and Winshall Parks, in accordance with the following tables:

ELMS PARK (Proposed Fees)

Pavilion #1	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #2	Resident: \$75 (\$75)	Non Resident: \$120 (\$100)
Pavilion #3	Resident: \$35 (\$20)	Non Resident: \$70 (\$35)
Pavilion #4	Resident: \$75 (\$75)	Non Resident: \$120 (\$100)

WINSHALL PARK (Proposed Fees)

Pavilion #1	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #2	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)
Pavilion #3	Resident: \$35 (\$35)	Non Resident: \$70 (\$50)

**** (Red)** indicates old fees

Fees effective January 1, 2012.

Discussion Took Place.

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

Park Fee, Extend Reservation Policy

Resolution No. 111010-07a

(Amended)

Motion by Councilmember Porath
 Second by Mayor Pro-Tem Krueger

I Move the City of Swartz Creek extend the advance reservation policy for the use of Elms and Winshall Parks from Saturday and Sunday May through October, to Friday, Saturday, Sunday and Weekday Holidays, May through October, and further, provide for a non-refundable \$20 prior cancellation fee, said fee to be at the discretion of the staff.

Resolution No: 111010-07b

(Carried)

Motion by Councilmember Hurt
 Second by Councilmember Hicks

I Move the Swartz Creek City Council amend the Park Fee Reservation Policy resolution to delete the word "prior" from the resolution.

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

Resolution No. 111010-07c

(Carried)

Motion by Councilmember Porath
 Second by Mayor Pro-Tem Krueger

I Move the City of Swartz Creek extend the advance reservation policy for the use of Elms and Winshall Parks from Saturday and Sunday May through October, to Friday, Saturday, Sunday and Weekday Holidays, May through October, and further, provide for a non-refundable \$20 cancellation fee, said fee to be at the discretion of the staff.

Discussion Ensued.

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

WHEREAS, the Park Board along with the City Planner have met and studied the fee structure, concluding that for the City to be viable for future potential grants, the resident non-resident fee structure should be identical.

NOW, THEREFORE, I Move the City of Swartz Creek fix the reservation fee structure for all reservations, excepting those that the Council finds sufficient cause to waive, as follows:

ELMS PARK	
Pavilion #1	\$70 (From \$50)
Pavilion #2	\$120 From (\$100)
Pavilion #3	\$70 (From \$35)
Pavilion #4	\$120 (From \$100)

WINSHALL PARK	
Pavilion #1	\$70 (From \$50)
Pavilion #2	\$70 (From \$50)
Pavilion #3	\$70 (From \$50)

FURTHER, Be It Resolved the City of Swartz Creek extend the advance reservation policy for the use of Elms and Winshall Parks from Saturday and Sunday May through October, to Friday, Saturday, Sunday and Weekday Holidays, May through October, and further, provide for a non-refundable \$20 cancellation fee, said fee to be at the discretion of the staff.

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

NO: None. Motion Declared Carried.

Elms Park 2012 Renovation Project

Resolution No. 111114-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Binder

WHEREAS, Elms Park in the City of Swartz Creek is in need of refurbishment due to the aging of facilities and equipment, including removal of diseased trees; and

WHEREAS, the park has previously been supported by community groups that donate time, financial resources, materials, and volunteers to improve the park; and

WHEREAS, a representative of the Kiwanis Club of Swartz Creek petitioned the Swartz Creek Parks and Recreation Commission to be able to carry out a community wide spring renovation project in Elms Park that is currently in conceptual stages.

NOW, THEREFORE, the City of Swartz Creek hereby approves the preliminary request of the Kiwanis Club of Swartz Creek to pursue a plan with the parks and recreation commission in the coming months that may include:

1. Playscape staining and refurbishment by professionals and volunteers as appropriate
2. Tree removal and replanting by the city and volunteers
3. Potential bathroom refurbishment/upgrade by professionals and volunteers
4. Potential new amenities to be planned and reviewed by the parks and recreation commission

FURTHERMORE, the City of Swartz Creek further acknowledges that the Kiwanis Club of Swartz Creek and their partners will be raising awareness and funds on their own behalf towards this project.

Discussion Ensued.

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

Appoint Employee Benefit Broker

Resolution No. 111114-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the City of Swartz Creek re-appoint Total Benefit Systems, of 5151 Gateway Centre, Suite 200, Flint, Michigan 48507, to act as an agent-broker on behalf of the City

of Swartz Creek, under the supervision and direction of the City Manager, for the purpose of negotiating competitive employee fringe benefit and insurance packages and proposals and to mitigate employee complaints, problems and issues; and, further, to allow the release of necessary information to Total Benefits, within the parameters of Federal and State privacy protection statutes and regulations

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Employee Health Care Co-Pay, Senate Bill #7 Opt-Out

Resolution No. 111114-08

(Carried)

Motion by Mayor Pro-Tem Krueger

Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek is a Municipal Corporation as defined by state statutes and therefore obligated to comply with the provisions of Senate Bill #7, signed into law by the governor in September, 2011; and

WHEREAS, the law provides maximum contributions towards health care insurance that municipalities can pay, and further, provides options for transition and adjustment periods for collective bargaining agreements already in place; and

WHEREAS, all the City's employees are represented by collective bargaining agreements, most of which have a term of July 1, 2009 through June 30, 2012; and

WHEREAS, the cost of single, couples and family policies purchased from the City's health care provider Blue Care Network, are at or slightly higher than the hard cap as defined and determined by the Michigan Department of Treasury; and

WHEREAS, the City finds that its collective bargaining agreements would be in conflict with many provisions of Senate Bill #7 if such co-pays or change in its provider policy were to occur, and further, the legislation provides for an opt-out as a mechanism to address conflicts during the life of collective bargaining agreements.

NOW, THEREFORE, I Move that the City of Swartz Creek exercise the option to Opt-Out, as defined within the terms of Senate Bill #7, and further, direct the staff to initiate the proper notification to the state.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Demolition of Storage Shed, 5129 Morrish Road

Resolution No. 111114-09

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hicks

I Move the City of Swartz Creek approve the demolition of a storage structure owned by the City, located at 5129 South Morrish Road, debris to be loaded into construction dumpsters and hauled away, cost not to exceed \$3,000, to be appropriated from funds as determined by the City's Finance Director.

Discussion Took Place.

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

Air Capers

(Discussion Topic)

City Manager Bueche gave a brief update on the status of the air conditioner security.

Audit Services

(Discussion Topic)

City Manager Bueche gave an update on the City's audit services and the possibility of bidding the services out.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath spoke about the security measures for the air conditioners.

Councilmember Shumaker spoke about the Veteran's Day ceremony at the Veteran's Memorial. Mr. Shumaker spoke about the Meijer site. Mr. Shumaker reminded everyone that the Council meetings in December would be held the first two Mondays.

Councilmember Hicks spoke about a Women's Club fundraiser on November 16th at Little Caesar's for Ike, the police dog. Ms. Hicks spoke about the Christmas decorating contest sponsored by the DDA and the Women's Club. Ms. Hicks stated that the next Park Board meeting is December 14th to discuss new ideas for the parks.

Councilmember Binder spoke about recycling. Ms. Binder stated that Republic Waste is accepting any color of bottle or jar. Ms. Binder spoke about Boy Scout Troop 122 cleaning up the Veteran's Memorial before the ceremony.

Mayor Pro-Tem Krueger asked why the Swartz Creek sign was not lit up. Mr. Krueger spoke about a report that the City manager sent to him in regards to the City of Flint and questioned where the City of Swartz Creek buys its water from. He was advised that the City buys its

water from the County, the County buys it from the City of Flint, and the City of Flint buys it from Detroit.

Mayor Abrams spoke about the Historical Society capping off the 175th Anniversary of the Miller Settlement.

Adjournment

Resolution No. 111114-10

(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 8:44 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

DATE: NOVEMBER 21, 2011
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIRE AUTHORITY AGENDA



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

- II. APPROVAL OF MINUTES
 - A. OCTOBER 17, 2011 MEETING:

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

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

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

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

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

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

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

 - B. 2011 PROPOSED BUDGET APPROVAL STATUS:
 - Swartz Creek approved their portion in November 2010.*
 - Clayton Township: Approved their portion at a special Nov 1 meeting.*
 - C. THERMAL IMAGERS: we are waiting on delivery.

D. GRASS 27 SKID UNIT REPLACEMENT:

Clayton Township approved on October 13. Swartz Creek approved on October 24. Unit ordered on October 31, 2011.

Attached is a letter sent to the Genesee County Metropolitan Planning Commission requesting permission to dispose of the old suppression equipment and advisement the replacement skid unit will not be considered a permanent fixture when the chassis is no longer usable.

E. 2012 BUDGET:

Clayton Township approved their portion at a special meeting held on November 1, 2011

Swartz Creek:

F. FIRE AGREEMENT: Clayton Township reviewed the agreement and requested changes be made to it. Chief Cole updated the agreement and sent a final amended copy to the Municipalities for consideration. Copies have also been sent to the Fireboard members.

G.

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION: none

B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none

C. MEMBERS RESIGNING/TERMINATING:

1. Todd Kimbrue, originally hired on August 21, 2000, submitted his letter of resignation on October 7, 2011. The resignation would be effective December 17, 2011.

Chief Cole recommends accepting Todd Kimbrue's resignation effective December 17, 2011, with regrets.

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. CO DETECTOR REPLACEMENT: The detector on Engine 21 has a bad circuit board and can't be repaired. Bids to replace it, that are similar to the model on Engine 11 and so it can be calibrated using the equipment we currently have, were solicited from vendors. The replies received are as follows:

Vendor	Amount
Front Line	Can not bid
Apollo	Can not bid

Time Emergency	Can not bid
Sales and Marketing of Michigan (SAMM)	\$769.00
Douglass Safety	\$816.19
JJS Technical Services	\$868.18

Chief Cole requests permission to purchase a replacement CO detector form Sales and Marketing of Michigan in the amount of \$769.00, including shipping.

F. FEMA GRANT MATCHING FUNDING REIMBURSEMENT: The amount of money requested and received from our municipalities was \$4,496.00. Attached are copies of the invoices originally issued.

Chief Cole recommends reimbursing the City of Swartz Creek (\$2,248.00) and the Charter Township of Clayton (\$2,248.00) for a total of \$4,496.00 that was received for the 5% matching funding and overages that was received to purchase the FEMA grant items.

G. INSURANCE QUOTE: The David Chapman Agency, Lansing, MI, presented a quote to the SCAFD for insurance coverage. Currently our insurance is with Stevensons, with pricing for three years (expires 2013). There is not a commitment for exclusive services. The prices are comparable, but the services vary. Discussion:

H. REQUEST FOR BREATHING AIR COMPRESSOR QUOTE: The current 2 year service agreement expired November 2011. Attached is a quote specification for Fireboard approval.

Chief Cole requests permission to obtain quotes for breathing air compressor maintenance and testing for 2012 and 2013.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for October
- B. OCTOBER BILLS LIST
- C. Flowers fund balance \$35.00
- D. 27th Annual Christmas Parade is scheduled for Saturday, December 3, starting at 6PM. Judges are needed. Those on the Fireboard interested in judging:

- E. The Grass 27 800 portable radio was lost. After an extensive search, it was not found. An insurance claim was filed and a check for \$2,838.00 was received on November 10. The radio was ordered in the amount of \$3,338.00 with an additional \$500.00 (deductible) to be paid out of line item 4976.
- F. Annual Department photos are scheduled for Saturday, December 10, starting at 12 noon. If any Fireboard member would like to update their photo, please attend.
- G. SOG 405 (Probationary Personnel) and SOG 507 (Mayday Declaration and/or Signal). Copies showing with and without the updates are attached.
- H.

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIRE AUTHORITY:

XII. COMMENTS FROM FIRE AUTHORITY MEMBERS:

XIII. MEETING ADJOURNMENT:

REGULAR MEETING

OCTOBER

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, October 17, 2011. Chairman, Mike Messer, called the meeting to order at 7:04p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

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

Board Members Absent: None

Staff Present:

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

Staff Absent:

- Attorney, Bill Cavanaugh

Others Present:

- Batt. Chief Jack King,
- Firefighter Tim McKnight
- Austin Bower
- Dena Keith

C. AGENDA: ADDITIONS/CHANGES/DELETIONS:

- **Resolution 101711-01**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the agenda, as presented.

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

NO: None Motion declared carried

D. SPECIAL PRESENTATION: NONE

II. APPROVAL OF MINUTES

A. SEPTEMBER 19, 2011 BOARD MEETING

- **Resolution 101711-02**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the minutes of the September 19, 2011 board meeting, as presented.

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

NO: None Motion declared carried

III. CORRESPONDENCE:

A. SEPTEMBER INCIDENT SUMMARY REPORT:

- **Resolution 101711-03**

Motion by Rick Derby

Second by Norvel Johnson

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

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

NO: None Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. SEPTEMBER FINANCIAL STATEMENT:

- **Resolution 101711-04**

Motion by Ray Thornton

Second by Dave Hurt

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

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

NO: None Motion declared carried

V. COMMITTEE REPORTS:

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

VI. OLD BUSINESS

- A. APPARATUS UPDATE:
 - 1. Monthly report from Batt. Chief King
 - 2. Repair of E-21
- B. 2011 BUDGET UPDATE:
 - 1. City: Approved
 - 2. Township: Meeting to be held 11/07/11 at 5:00pm
- C. FEMA GRANT STATUS:
- D. THERMAL IMAGERS:
- E. GRASS 27 SKID UNIT REPLACEMENT:
 - 1. Township: Approved
 - 2. City: No Report
- F. 2012 BUDGET
 - 1. Township: Discussing at 11/07/11 meeting
 - 2. City: No Report
- G. STATION 2 SERGEANT POSITION:

- **Resolution 101711-05**
 Motion by Norvel Johnson
 Second by Rick Clolinger

The SCAFD Board does hereby approve promoting Tim McKnight to the Station 2 Sergeant's position.

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

VII. NEW BUSINESS

- A. MEMBER(S) TO BE PLACED ON PROBATION: None
- B. MEMBER TO COME OFF PROBATION: None
- C. MEMBERS RESIGNING/TERMINATING: K. Merriam

- **Resolution 101711-06**
 Motion by David Hurt
 Second by Norvel Johnson

The SCAFD Board does hereby accept, the resignation of Karen Merriam, effective 09/30/2011, with regret.

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

- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

VIII. GENERAL INFORMATION

- A. MUNICIPAL BILLINGS
- B. SEPTEMBER BILLS LIST
- C. FLOWERS FUND BALANCE IS \$35.00
- D. MONTROSE FIRE DEPT. THANK YOU

IX. OPEN TO THE PUBLIC: NONE

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

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

XII. COMMENTS OF THE FIREBOARD:

- Clolinger: Congratulations to Tim McKnight
- Childers: Congratulations to Tim McKnight
 Sorry to see Karen Merriam leave
- Hurt: Ditto
 Interview process was very good. Impressed with answers to the fire scene questions
- Johnson: Ditto
- Thornton: Echoes sentiments
- Derby: Congratulations to Tim McKnight
- Messer: Echoes sentiments

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:25 p.m. The next regular meeting will be 11/21/11 at Station 1 at 7:00 pm

MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 10/01/2011 through 10/31/2011

Printed: 11/16/2011

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	Prop & Cont Value	No. Resp	Disp. to Enrte. Min. Prop & Cont Loss	Officer in Charge	Resp. Min. Savings	Total Hr:Min:Sec
0000109-000 7161 Crosswinds DR MR Shastry	10/05/2011	19:01	2 745 Resident fire alarm-unintentional	MR Shastry	\$0	9	0.00	MERRIAM, ERIC M - ASSISTANT	7.00	0:19:00
0000110-000 Directions I 69; West bound 69 MR Joseph A Raymond	10/06/2011	07:05	1 131 Passenger vehicle fire	MR Joseph A Raymond	\$0	14	0.00	MERRIAM, ERIC M - ASSISTANT	13.00	1:40:00
0000111-000 5499 Whitney CT MR Tyler Hamilton	10/08/2011	16:22	1 143 Grass fire		\$0	12	0.00	VanArsdale, Kevin R - SERGEANT	9.00	0:35:00
0000112-000 237 N Elms RD Kelly R Flood	10/12/2011	14:37	12 111 MA to Flushing, orig veh fire		\$0	8	0.00		18.00	3:08:00
0000113-000 5313 Briar Crest DR	10/14/2011	22:52	12 111 Structure MA to Flint Township		\$0	19	0.00	PLUMB, DAVID J - CAPTAIN/EM	18.00	3:41:00
0000114-000 Directions McKinley north of Calkins	10/15/2011	11:03	2 311 Assist CTPD with body recovery		\$0	6	0.00	MERRIAM, ERIC M - ASSISTANT	5.00	2:12:00
0000115-000 In front of 8079 W Bristol RD MRS Betty Binder	10/15/2011	13:16	1 444 Power line down	MRS Betty Binder	\$0	13	0.00	KING, JACK L - BATT CHIEF	4.00	1:27:00
0000116-000 7070 Miller RD	10/15/2011	13:23	1 651 Smoke Scare (Comm bldg AMA rec'd)		\$0	16	0.00	COLE, BRENT D - CHIEF	6.00	1:00:00
0000117-000 6378 W Pierson RD	10/15/2011	18:28	12 111 MA to MMTFD#2, vac comm struc fire		\$0	17	0.00		12.00	5:22:00
0000118-000 10247 VanVleet RD	10/17/2011	19:04	12 111 AMA to Gaines Twp, Structure/Grass		\$0	21	0.00		26.00	4:16:00
0000119-000 In front of 11365 W Bristol RD	10/18/2011	09:12	1 561 Smoke investigation, no fire		\$0	9	0.00	KING, JACK L - BATT CHIEF	8.00	0:32:00
0000120-000 4315 S Elms RD Bryan Solowczuk	10/19/2011	08:55	1 700 False alarm (water flow)		\$0	5	0.00	KING, JACK L - BATT CHIEF	3.00	0:29:00
0000121-000 8197 Miller RD	10/19/2011	10:23	1 445 Arcing, shorted electrical		\$0	8	0.00	KING, JACK L - BATT CHIEF	6.00	1:27:00

Incident Log for 10/01/2011 through 10/31/2011

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Prop & Cont Value	No. Resp	Disp. to Enrte. Min.	Resp. Min. Savings	Total Hr:Min:Sec	
Involved Name				Owner Name		Prop & Cont Loss	Officer in Charge			
0000122-000 9358 Hilda LN MR Charles Roy	10/20/2011	01:14	2 444	Power line down	\$0	9 \$0	0.00	18.00 \$0	1:16:00	
				MR Charles Roy			MERRIAM, ERIC M - ASSISTANT			
0000123-000 9368 Hilda LN MR Gab Pentya	10/20/2011	09:22	2 444	Power line down	\$0	8 \$0	0.00	7.00 \$0	0:15:00	
				MR Gab Pentya			MERRIAM, ERIC M - ASSISTANT			
0000124-000 7084 Miller RD	10/20/2011	21:52	1 745	Comm Fire Alm; Deli dishwasher	\$0	14 \$0	0.00	9.00 \$0	0:42:00	
							KING, JACK L - BATT CHIEF			
0000125-000 In front of 1494 S Seymour RD MR John S Jennings	10/30/2011	13:38	2 413	Oil spill	\$0	11 \$0	0.00	1.00 \$0	2:04:00	
							MERRIAM, ERIC M - ASSISTANT			
0000126-000 Western and Colorado St.	10/30/2011	19:30	571	Cover assignment, standby, moveup	\$0	7 \$0	0.00	15.00 \$0	8:15:00	
							COLE, BRENDT J - LIEUTENANT			
0000127-000 118 S Hazelton ST	10/31/2011	11:32	12 111	Building fire, AMA canceled	\$0	10 \$0	0.00	12.00 \$0	0:15:00	
							Incidents by Shift Including Exposures			
	No. Resp.	Total Hr:Min	Prop & Cont Value	Prop & Cont Loss	Savings	0	1	2	3	4
Totals:	216	38:55:00	\$0	\$0	\$0	0	10	8	1	0

The total number of incidents, including exposure fires is 19.

The number of exposure fires is 0.

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

	Description	Current Mth	Y-T-D	Budget	Remain.Bud get	% Budget
Revenues						
3582	OPERATING CONTRIBUTIONS	3,299.08	200,825.76	212,562.00	11,736.24	(0.94)
3583	EQUIPMENT CONTRIBUTIONS	0.00	52,312.00	52,312.00	0.00	(1.00)
3628	MISC. INCOME (SUNDRY)	0.00	5,910.00	0.00	(5,910.00)	0.00
3630	GRANT INCOME	0.00	68,954.00	0.00	(68,954.00)	0.00
3664	INVESTMENT INCOME	261.80	347.12	120.00	(227.12)	(2.89)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	3,560.88	328,348.88	264,994.00	(63,354.88)	(1.24)
Expenses						
4703	SOCIAL SECURITY	637.04	11,781.39	10,800.00	(981.39)	1.09
4704	STAFF SALARIES	3,117.18	30,583.91	42,500.00	11,916.09	0.72
4705	MAIN/TRAIN-SALARIES	919.00	8,111.00	10,900.00	2,789.00	0.74
4706	OFFICER SALARIES	1,250.00	10,620.00	15,000.00	4,380.00	0.71
4707	FIREFIGHTERS SALARY	3,041.11	37,621.64	60,000.00	22,378.36	0.63
4708	DEFERRED COMPENSATION	204.50	2,021.50	2,500.00	478.50	0.81
4709	MEDICAL-FIREFIGHTERS	0.00	3,354.84	4,500.00	1,145.16	0.75
4727	OFFICE SUPPLIES	16.66	1,366.21	1,000.00	(366.21)	1.37
4728	BUILDING SUPPLIES	98.46	484.83	700.00	215.17	0.69
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	1,000.33	6,236.58	8,000.00	1,763.42	0.78
4801	CONTRACT SERVICES	60.00	4,555.00	5,800.00	1,245.00	0.79
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	327.25	2,944.72	3,420.00	475.28	0.86
4910	INSURANCE	0.00	19,343.00	26,000.00	6,657.00	0.74
4920	UTILITIES	608.05	10,724.38	17,000.00	6,275.62	0.63
4960	EDUCATION & TRAINING	1,031.24	2,672.94	4,562.00	1,889.06	0.59
4970	OFFICE EQUIPMENT	0.00	160.90	240.00	79.10	0.67
4976	FIRE EQUIPMENT	486.00	64,374.00	25,600.00	(38,774.00)	2.51
4978	FIRE EQUIP.-MAINT/REPAIR	46.97	12,143.11	24,072.00	11,928.89	0.50
4979	FIRE EQUIPMENT-UPGRADES	14,142.00	20,377.00	0.00	(20,377.00)	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatus	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	1,200.27	1,812.09	1,800.00	(12.09)	1.01
4988	COMPUTER SOFTWARE/UPGRADES	0.00	492.74	600.00	107.26	0.82
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	28,186.06	251,781.78	264,994.00	13,212.22	0.95
	Net Income/<Loss>	(24,625.18)	76,567.10	0.00		
3400	FUND BALANCE-Beginning of Year	0.00	84,126.45	0.00		
	Fund Balance-End of Year	(24,625.18)	160,693.55	0.00		

AS OF: November 16, 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. Oct. 26: Pump maintenance performed. Oct. 27: Pump testing performed and passed.
12	91 Pumper	Station 1	In service. Oct. 26: Pump maintenance performed. Oct. 27: Pump testing performed and passed.
16	91 Squad	Station 1	In service. Nov. 10: Unit taken to Moe Sales & Service to have generator repaired, since it would not start with the internal switch. For them to work on it, it needed to be removed from the cabinet and taken back for analysis. Nov. 16: Estimate from Moe Sales & Service to repair generator \$325.98.
17	79 Grass Rig	Station 1	In service. Oct. 26: Pump maintenance performed.
21	99 Pumper	Station 2	In service. Oct. 26: Pump maintenance performed. Oct. 27: Pump testing performed and passed.
23	92 Tanker	Station 2	Out of service. Oct. 26: Pump maintenance performed. Oct. 27: Pump testing performed. Lead found in fitting and pressure gauge found to be stuck on 100 PSI. Unit taken out of service. Testing postponed until fitting can be replaced. Gauge replacement being investigated.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service. Nov. 10: \$2,838.00 check from Midwest Claims was received to replace the lost 800 portable radio. The cost is \$3,338.00. There is a \$500.00 deductible.



Swartz Creek Area Fire Department

Serving Clayton Twp. and Swartz Creek Since 1925
8100 B Civic Dr., Swartz Creek MI 48473-1376 • phone: 810-635-2300 • fax: 810-635-7461

November 3, 2011

Ms. Katie Bennett
Genesee County Metropolitan Planning Commission
1101 Beach St. Room 223
Flint, Michigan 48502-1470

Dear Ms. Bennett:

Please accept this letter of advisement that the Swartz Creek Area Fire Department, is replacing the suppression equipment portion of the 1979 Dodge Mini Pumper (VIN: W41CT9138438) with another slide-in unit. The parts that are no longer usable only have salvage (scrap) value. It is our intention, with your permission, to take these parts to a local scrap yard. Any money that is received for the parts, minus fuel or wage expenses, will be accounted for, and a check will be sent to your agency for re-distribution to Clayton Township.

Please be advised, the new unit that is being installed on the 1979 Dodge Mini Pumper is NOT a permanent fixture, and will be removed when the chassis is no longer functional and requires disposal.

Thank you for your consideration.

Respectfully,

Brent Cole
Fire Chief

TODD J.KIMBRUE
4197 BIRCH LANE
SWARTZ CREEK, MI 48473

SWARTZ CREEK AREA FIRE DEPARTMENT
ATTN: CHIEF BRENT COLE
8100 CIVIC DR # B
SWARTZ CREEK, MI 48473-1590



October 7, 2011

DEAR CHIEF COLE AND FIREFIGHTERS,

It is much regret that I submit my formal resignation from Swartz Creek Area Fire Department Station 1 effective December 17, 2011. This was not an easy decision, but a necessary one. Because of career advancements and family dedication, I feel that this will prevent me from fulfilling my work duties at Swartz Creek Area Fire Department. This would not only be unfair to the department, but also unfair to my family and career and myself. Therefore, I have made the decision to focus on my family and career.

Being a member of an awesome establishment as the Swartz Creek Area Fire Department has truly been a highlight of my journey in life. Besides all the friendship that I have made, I feel that I have learned a lot, and also gave me the experience and grown professionally.

I hope that, if circumstances change, I will someday return to Swartz Creek Area Fire Department.

Let it be known that I have enjoyed my career with my fellow fighters and value their friendship and professionalism forever.

Sincerely,
41-20

Todd J. Kimbrue

Request For Breathing Air Compressor Quote
Swartz Creek Area Fire Department (SCAFD)
8100-B Civic Dr.
Swartz Creek MI 48473
810-635-2300
Email: bdcollection@scafd.com

Compressor: Mako, Model 9300E1
S/N: 5405875

Your maintenance and testing shall be based on NFPA 1989.

1. There shall be two (2) breathing air compressor maintenance visits, one within the first quarter and the second within the third quarter of the year. Maintenance shall consist of: filter change, oil change, complete check over, pressure shut down check, leak test, amperage draw test, and clean and drain condensate trap. Air quality testing shall be taken before and after compressor maintenance.
2. There shall be two (2) air quality tests done, one within the second quarter and the second within the fourth quarter of the year. These tests shall be performed by your company, unless a discount will be made available if the SCAFD performs the testing. Amounts to be charged shall be quoted with your company providing testing and with the SCAFD performing the testing.

Billing shall only be done when services are completed. No bill will be allowed in advance. If repairs are needed between visits, this quote will include the labor charge per hour, not including parts. No mileage or trip charges will be charged or included.

Your quote shall be good for two (2) years, expiring at the end of the fourth quarter, 2013.

All quotes are due by mail and/or email on or before December 16, 2011.

SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 111611
 Invoice Date: Nov 16, 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		11/30/11

Quantity	Item	Description	Unit Price	Amount
336.75	FIRE02	FIRE SERVICE 10/2011	12.17	4,096.87

Subtotal	4,096.87
Sales Tax	
Total Invoice Amount	4,096.87
Payment/Credit Applied	
TOTAL	4,096.87

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 111612
 Invoice Date: Nov 16, 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		11/30/11

Quantity	Item	Description	Unit Price	Amount
367.00	FIRE02	FIRE SERVICE 10/2011	12.24	4,490.69

Subtotal	4,490.69
Sales Tax	
Total Invoice Amount	4,490.69
Payment/Credit Applied	
TOTAL	4,490.69

Check/Credit Memo No:

GUIDELINE: #405

ADOPTED: October 24, 1993

REVIEWED: 03/15/06

REVISED: 10/01/96, 12/27/96, 08/10/99, 10/07/2002, 04/30/06, **10/23/11**

SUBJECT: PERSONNEL GUIDELINES; FIREFIGHTER I & II CERTIFIED RE-HIRED PERSONNEL
PROBATIONARY PERSONNEL

PURPOSE: To protect the health and safety of former department personnel **and those with prior firefighting experience.**

OBJECTIVE: To provide specific guidelines for Fire Fighter I & II certified re-hired personnel **and those wishing to challenge the state test because of prior experience with a department outside the State of Michigan.**

1. Previous members with the SCAFD who have not been employed by the SCAFD within the last twelve (12) months, shall be placed on a six (6) month probationary period when recommended by the Chief. This will be determined by evaluating the past employment record of the individual. The probationary period may be waived provided the following criteria have been met:
 - A. It has been less than twelve (12) months since the termination date
 - B. the last applicable training percentage was at or above 70%
 - C. all equipment was returned when previously terminated in a timely manner
2. The original seniority date will be used for those re-hired less than twelve (12) months from the date of termination and provided that requirements 1B. and 1C. above were met.
3. Firefighter I & II certified firefighters not previous members of the department shall complete a one-year probationary period.
4. Firefighter I & II certified personnel shall complete:
 - A. Orientation program
 - B. Annual department apparatus driving training course before driving engines, trucks, or tanker.
 - C. Become familiar with all equipment used by SCAFD
5. Upon completion of both 4A. and 4B. requirements above, Firefighter I & II certified re-hired firefighters may respond on initial apparatus and perform all firefighter functions.
6. The Chief shall approve all status changes.
7. PRIOR EXPERIENCE RE-HIRED PERSONNEL:
 - A. Shall be allowed to participate in offensive fire suppression, once trained and familiar with the necessary equipment.
 - B. Shall not be responsible for the department training missed while not employed by the SCAFD
 - C. Shall not drive apparatus other than Squad 26, provided the MFFTG **OFFT** Driver Training Course Certification has been received and the individual has been checked out by a qualified operator.
 - D. All other apparatus shall not be driven until the annual SCAFD Driver Training Course has been completed and passed.
 - E. Temporary Re-Hire Period (maximum of six months): returning employee shall remain on probation during the period specified. All stipulations stated above shall apply.

SOG405

10/11

Page 1/4 2

8. NEW HIRE OF OUT OF STATE APPLICANTS:

- A. For those that apply with documented past training certificates from other states, and wish to challenge the OFFT written and practical test, may be allow to do so if the State of Michigan has scheduled a test OR the applicant is allowed to participate with the Genesee County Academy final exams, and the applicant passes the required physical and back ground check.**
- B. The applicant will sign a Letter of Understanding, Firefighter Challenge Testing, on file with the Fire Chief.**
- C. The Swartz Creek Area Fireboard may approve the applicants request to challenge based on the Letter of Understanding.**
- D. If the applicant passes both the written and practical challenge test, they will be required to attend the associated academy classes (Driver's Training, Incident Command for the Fire Service, Hazardous Materials and Clandestine Lab Awareness) at the next available classes. Attendance of the associated classes shall be completed within one year of the individuals original hire date. In addition, their hire date will remain the original date of Fireboard approval.**
- E. From the date of hire to the challenge testing, the applicant's focus will be on preparation for the test. They will be issued the gear required to participate in the testing process. They will not be issued a pager or respond to alarms. Once notification of test passage is received by the Fire Chief, they will be allowed to respond to alarms and perform those functions associated with probationary status.**
- F. If the applicant fails any part of the challenge testing, they will be placed on inactive status until the regular Fireboard meeting held in May. At that time, if funding is available, the applicant may be reinstated as a probationary firefighter as stipulated in SOG 402 with their start date adjusted to the date of the Fireboard meeting in May.**

SOG405

10/11

Page 4/4 2/2

GUIDELINE: #405

ADOPTED: October 24, 1993

REVIEWED: 03/15/06

REVISED: 10/01/96, 12/27/96, 08/10/99, 10/07/02 , 04/30/06, 10/23/2011

SUBJECT: PERSONNEL GUIDELINES; FIREFIGHTER I & II CERTIFIED PROBATIONARY PERSONNEL

PURPOSE: To protect the health and safety of former department personnel and those with prior firefighting experience.

OBJECTIVE: To provide specific guidelines for Fire Fighter I & II certified re-hired personnel and those wishing to challenge the state test because of prior experience with a department outside the State of Michigan.

1. Previous members with the SCAFD who have not been employed by the SCAFD within the last twelve (12) months, shall be placed on a six (6) month probationary period when recommended by the Chief. This will be determined by evaluating the past employment record of the individual. The probationary period may be waived provided the following criteria have been met:
 - A. It has been less than twelve (12) months since the termination date
 - B. the last applicable training percentage was at or above 70%
 - C. all equipment was returned when previously terminated in a timely manner
2. The original seniority date will be used for those re-hired less than twelve (12) months from the date of termination and provided that requirements 1B. and 1C. above were met.
3. Firefighter I & II certified firefighters not previous members of the department shall complete a one-year probationary period.
4. Firefighter I & II certified personnel shall complete:
 - A. Orientation program
 - B. Annual department apparatus driving training course before driving engines , trucks, or tanker.
 - C. Become familiar with all equipment used by SCAFD
5. Upon completion of both 4A. and 4B. requirements above, Firefighter I & II certified re-hired firefighters may respond on initial apparatus and perform all firefighter functions.
6. The Chief shall approve all status changes.
7. PRIOR EXPERIENCE RE-HIRED PERSONNEL:
 - A. Shall be allowed to participate in offensive fire suppression, once trained and familiar with the necessary equipment.
 - B. Shall not be responsible for the department training missed while not employed by the SCAFD
 - C. Shall not drive apparatus other than Squad 26, provided the MFFTC Driver Training Course Certification has been received and the individual has been checked out by a qualified operator.
 - D. All other apparatus shall not be driven until the annual SCAFD Driver Training Course has been completed and passed.
 - E. Temporary Re-Hire Period (maximum of six months): returning employee shall remain on probation during the period specified. All stipulations stated above shall apply.

8. NEW HIRE OF OUT OF STATE APPLICANTS:

- A. For those that apply with documented past training certificates from other states, and wish to challenge the OFFT written and practical test, may be allow to do so if the State of Michigan has scheduled a test OR the applicant is allowed to participate with the Genesee County Academy final exams, and the applicant passes the required physical and back ground check.
- B. The applicant will sign a Letter of Understanding, Firefighter Challenge Testing, on file with the Fire Chief.
- C. The Swartz Creek Area Fireboard may approve the applicants request to challenge based on the Letter of Understanding.
- D. If the applicant passes both the written and practical challenge test, they will be required to attend the associated academy classes (Driver's Training, Incident Command for the Fire Service, Hazardous Materials and Clandestine Lab Awareness) at the next available classes. Attendance of the associated classes shall be completed within one year of the individuals original hire date. In addition, their hire date will remain the original date of Fireboard approval.
- E. From the date of hire to the challenge testing, the applicant's focus will be on preparation for the test. They will be issued the gear required to participate in the testing process. They will not be issued a pager or respond to alarms. Once notification of test passage is received by the Fire Chief, they will be allowed to respond to alarms and perform those functions associated with probationary status.
- F. If the applicant fails any part of the challenge testing, they will be placed on inactive status until the regular Fireboard meeting held in May. At that time, if funding is available, the applicant may be reinstated as a probationary firefighter as stipulated in SOG 402 with their start date adjusted to the date of the Fireboard meeting in May.

GUIDELINE #507
ADOPTED: October 24, 1993
REVIEWED: 10/24/2006
REVISED: 02/26/97, 06/04/97, 11/19/2006, 04/07/2009, **10/23/11**

SUBJECT: FIREGROUND GUIDELINES; Mayday **Declaration and/or** Signal
PURPOSE: To provide for the safety of all department personnel on the fire ground when circumstances dictate.
OBJECTIVE: To establish guidelines for ~~an alert tone signal over radio frequencies~~ **declaring a lost, trapped or in imminent danger firefighter and announcement of a Mayday Signal.**

1. Fire ground conditions are constantly changing. As conditions change the Incident Command (IC) and/or operations officer (OPs) must alter any and all fire ground activities, as the incident requires. A universally understood **understanding of when to declare a Mayday and/or activate the** fire ground signal is imperative for safer and more effective fire ground operations. The method of notification must be easily understood and easy to implement.
2. **The following situations will initiate a Mayday call, but not be limited to: trapped, entanglement, cut off by fire, cut off by collapse, through the floor, pinned, SCBA failure, firefighter down, and/or lost/disoriented.**
3. **The Mayday procedure shall be used by personnel as follows:**
 - a. **If able, the emergency signal button on the portable radio will be activated.**
 - b. **The verbal transmission from the person initiating the Mayday should be "Mayday, Mayday, Mayday".**
 - c. **The Operations (or Incident Commander if no Operations Officer has been assigned) shall acknowledge the Mayday transmission, "All on scene personnel hold your radio traffic, go ahead Mayday". The person initiating the Mayday will continue transmitting the verbal transmission until Ops/IC acknowledges.**
 - d. **The Mayday operations shall remain on the talkgroup the Mayday was received on. Fire ground operations activities shall continue but a different talkgroup will be requested by the Ops/IC from Central Dispatch.**
 - e. **Once Ops/IC has acknowledged the Mayday, the person initiating the Mayday will do their best to provide information utilizing the acronym LUNAR by giving their Location, Unit (ID), Name, Air status and Resources available for self rescue.**
 - f. **Personnel who become trapped or disoriented should execute all necessary self-rescue activities to assist in their own rescue (including activation of their PASS device (after radio transmission), tapping noise, flashlight, etc.)**
 - g. **Upon receipt of the Mayday, the Ops/IC shall immediately consult with the RIT (Rapid Intervention Team) leader.**
 - h. **All fire suppression activities shall continue unless ordered to cease by the Ops/IC.**
 - i. **The Ops/IC will call for a Personal Accountability Report (PAR) to account for all personnel, if deemed necessary.**

2. The SCAFD "mayday signal" may consist of any or all activation of the Emergency Fire Ground Tones (by 911), Apparatus Air Horn and/or radio announcements.
EMERGENCY FIRE GROUND TONES: In the event the 911 dispatcher hears radio traffic indicating either a mayday or building evacuation order, the emergency tones will be activated. In the event the tones need to be activated, and the 911 dispatcher does not hear the radio traffic that would automatically trigger activation, the IC and/or OPs person may contact 911 and request activation on the designated Fire Ground ~~Talk Group~~ **Talkgroup**.
AIR HORN: (as recommended by the Genesee County Association of Fire Chiefs Guideline 91-2) The emergency evacuation signal will consist of five (5) three (3) second blasts of the air horn over the radio, followed by ten (10) seconds for a radio announcement. Once activated, all fire ground radio chatter will immediately cease.
RADIO ANNOUNCEMENT: After the "Air Horn" is activated and finished broadcasting, a member of the incident command structure shall make an announcement via radio for example: ("Mayday, Mayday evacuate the building - everybody out"). The IC may request the radio operator to also announce the evacuation.
3. THE "AIR HORN" AND RADIO ANNOUNCEMENTS SHALL BE SOUNDED UNTIL ALL PERSONNEL ARE ACCOUNTED FOR OR UNTIL THE IC ORDERS THEM CEASED.
4. The Emergency Fire Ground Tones, air horn and/or radio announcements may be utilized whenever an impending life-threatening situation arises. Examples:
 - A. backdraft/flashover conditions
 - B. structural collapse is imminent
 - C. missing or unaccounted for personnel
 - D. potential exposures to hazardous materials
 - E. any event or condition the IC, safety officer, or member of the command structure perceives as too hazardous for standard SCAFD tactics
5. Sector/division officers are responsible for accounting for all department personnel operating within their area. Sector/division officers shall notify the IC immediately upon the accountability of all department personnel under their supervision.
6. During the activation of the air horn and radio announcements, all other radio traffic on the fire ground frequency shall cease. All personnel shall listen to the announcement to determine the reason and whether it affects them personally. Those affected will immediately proceed to an area of safe haven and/or follow instructions as announced.

GUIDELINE #507

ADOPTED: October 24, 1993

REVIEWED: 10/24/2006

REVISED: 02/26/97, 06/04/97, 11/19/06, 04/07/09, 10/23/2011

SUBJECT: FIREGROUND GUIDELINES; Mayday Declaration and/or Signal

PURPOSE: To provide for the safety of all department personnel on the fire ground when circumstances dictate.

OBJECTIVE: To establish guidelines for declaring a lost, trapped or in imminent danger firefighter and announcement of a Mayday Signal.

1. Fire ground conditions are constantly changing. As conditions change the Incident Command (IC) and/or operations officer (OPs) must alter any and all fire ground activities, as the incident requires. A universal understanding of when to declare a Mayday and/or activate the fire ground signal is imperative for safer and more effective fire ground operations. The method of notification must be easily understood and easy to implement.
1. The following situations will initiate a Mayday call, but not be limited to: trapped, entanglement, cut off by fire, cut off by collapse, through the floor, pinned, SCBA failure, firefighter down, and/or lost/disoriented.
2. The Mayday procedure shall be used by personnel as follows:
 - A. If able, the emergency signal button on the portable radio will be activated.
 - B. The verbal transmission from the person initiating the Mayday should be "Mayday, Mayday, Mayday".
 - C. The Operations (or Incident Commander if no Operations Officer has been assigned) shall acknowledge the Mayday transmission, "All on scene personnel hold your radio traffic, go ahead Mayday". The person initiating the Mayday will continue transmitting the verbal transmission until Ops/IC acknowledges.
 - D. The Mayday operations shall remain on the talkgroup the Mayday was received on. Fire ground operations activities shall continue but a different talkgroup will be requested by the Ops/IC from Central Dispatch.
 - E. Once Ops/IC has acknowledged the Mayday, the person initiating the Mayday will do their best to provide information utilizing the acronym LUNAR by giving their Location, Unit (ID), Name, Air status and Resources available for self rescue.
 - F. Personnel who become trapped or disoriented should execute all necessary self-rescue activities to assist in their own rescue (including activation of their PASS device (after radio transmission), tapping noise, flashlight, etc.)
 - G. Upon receipt of the Mayday, the Ops/IC shall immediately consult with the RIT (Rapid Intervention Team) leader.
 - H. All fire suppression activities shall continue unless ordered to cease by the Ops/IC.
 - I. The Ops/IC will call for a Personal Accountability Report (PAR) to account for all personnel, if deemed necessary.

3. The "mayday signal" may consist of any or all activation of the Emergency Fire Ground Tones (by 911), Apparatus Air Horn and/or radio announcements.

EMERGENCY FIRE GROUND TONES: In the event the 911 dispatcher hears radio traffic indicating either a mayday or building evacuation order, the emergency tones will be activated. In the event the tones need to be activated, and the 911 dispatcher does not hear the radio traffic that would automatically trigger activation, the IC and/or Ops person may contact 911 and request activation on the designated Fire Ground Talkgroup.

AIR HORN: (as recommended by the Genesee County Association of Fire Chiefs Guideline 91-2) The emergency evacuation signal will consist of five (5) three (3) second blasts of the air horn over the radio, followed by ten (10) seconds for a radio announcement. Once activated, all fire ground radio chatter will immediately cease.

RADIO ANNOUNCEMENT: After the "Air Horn" is activated and finished broadcasting, a member of the incident command structure shall make an announcement via radio for example: ("Mayday, Mayday evacuate the building - everybody out"). The IC may request the radio operator to also announce the evacuation.

5. THE "AIR HORN" AND RADIO ANNOUNCEMENTS SHALL BE SOUNDED UNTIL ALL PERSONNEL ARE ACCOUNTED FOR OR UNTIL THE IC ORDERS THEM CEASED.
6. The Emergency Fire Ground Tones, air horn and/or radio announcement may be utilized whenever an impending life-threatening situation arises. Examples:
 - A. backdraft/flashover conditions
 - B. structural collapse is imminent
 - C. missing or unaccounted for personnel
 - D. potential exposures to hazardous materials
 - E. any event or condition the IC, safety officer, or member of the command structure perceives as too hazardous for standard SCAFD tactics
7. Sector/division officers are responsible for accounting for all department personnel operating within their area. Sector/division officers shall notify the IC immediately upon the accountability of all department personnel under their supervision.
8. During the activation of the air horn and radio announcements, all other radio traffic on the fire ground frequency shall cease. All personnel shall listen to the announcement to determine the reason and whether it affects them personally. Those affected will immediately proceed to an area of safe haven and/or follow instructions as announced.

The Swartz Creek Area Fire Department



2012 Budget

**Fireboard presentation
August 15, 2011**

August 15, 2011

Swartz Creek Area Fireboard

Dear Sirs:

Attached, you will find the 2012 Proposed Budget for the Swartz Creek Area Fire Department (SCAFD). The 2012 gross budget amount of **\$263,490.00, is less than a 1% (\$1,504.00) reduction from 2011.** The 2011 budget is \$264,994.00.

The Federal Emergency Management Administration (FEMA), the Hundred Club of Flint and fund-raising by the Swartz Creek Area Firefighters was good to us this past year. Because of this, the list associated with line item 976, Fire Equipment, has been reduced for 2012. In addition, line item 978, Fire Equipment-Maintenance/Repair, has also been reduced. Line item 984, Computer Hardware, has been reduced since 2011 is provided for needed upgrades to computers.

The apparatus replacement and addition schedule is a reflection of the fire department evaluation and remains virtually unchanged. Since there are no provisions for a major apparatus purchase, the list is technically a reminder of the needs of the SCAFD. A FEMA grant for a fire truck will be applied for. FEMA will only fund up to \$275,000.00 for a new fire truck (based on last years standards). This amount falls short of what a proposed rehab and pumper design that would be suggested, if FEMA should approve the grant. This means funding in excess of \$338,750.00 (including loose equipment since this is an addition to the fleet) would have to be raised to make the preferred design purchase. Unfortunately, it is unlikely FEMA will approve an apparatus grant due to the age of our fleet not being old enough.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Cole", written over a horizontal line.

Brent Cole
Fire Chief

D:\Cole\Fireboard\Budget\2012 Budget Introduction Letter 081511 .wpd

DATE: August 15, 2011

TO: Greg Childers, Township Trustee/Fire Board Representative
Brian Sepanak, Township Supervisor
Clayton Township Board

FROM: Fire Chief Brent Cole

SUBJECT: Township Considerations – 2012 Budget
(1) indicates recommendations listed in previous consideration letters.

I. Safety

1. Maintain vigilant compliance with MiOSHA regulations.

II. Issues to insure current/future safety for the community

1. Bi-yearly hydrant flush and pump maintenance, and annual flow testing. **(1)** REASON: At present, Genesee County verbally advises they are flowing once a year. Documentation of said testing should be forwarded to the fire department.
2. Enact a multi-residential and commercial sprinkler/smoke detector ordinance for all future development. **(1)** REASON: The cost of such is now affordable due to recent technology advancements. Insurance premiums and life safety issues will be reduced for the owner. In the event of fire, this will save lives and property damage.
3. Enact a Knox Box ordinance for all future commercial development **(1)**. REASON: This will allow for fast access to the business, after hours, without causing damage due to forcible entry.
4. Cost recovery for future apparatus purchases. **(1)** REASON: Rehmann Robson under section IV, paragraph 9, indicated a need for adoption of cost recovery ordinances. It was also recommended the fees collected should be earmarked for said purchases. The SCAFD submitted wording for your consideration in 2010.

III. Other important considerations

1. Increase the parking lot size on the east/front side of station 2. **(1)** REASON: The current configuration makes vehicle maneuvering difficult and causes excessive lawn damage.

Thank you for your consideration. If you should have any questions, please do not hesitate to contact me.

DATE: August 15, 2011

TO: David Hurt, City Councilman/Fire Board Representative
Paul Bueche, City Manager
City of Swartz Creek Council

FROM: Fire Chief Brent Cole

SUBJECT: City Station Considerations – 2012 Budget
(1) Previous considerations that have not been addressed or have not received a reply of consideration.

I. Safety

1. Maintain vigilant compliance with MiOSHA regulations.
2. Garage door remote controls. This is both a safety and energy conservation issue. (1) First proposed in 2004. Since then I've recommended the upgrade every year. The remote controls will help prevent slips or falls (by an individual proceeding to the apparatus after shutting the door) and/or assure the ability to shut the door without waiting for a person to do so (which will cut down on response times).

II. Issues to insure current/future safety for the community

1. Bi-yearly hydrant flush and pump maintenance, and annual flow testing. (1) REASON: Due to a continued difficulty in opening the large steamer taps at hydrant locations, it is imperative that each cap on each hydrant be completely loosened to insure reliability. ISO credit was reduced due to this not being done. Currently, they are only flushed once a year.
2. Enact a multi-residential and commercial sprinkler/smoke detector ordinance for all future development. (1) REASON: The cost of such is now affordable due to recent technology advancements. Insurance premiums and life safety issues will be reduced for the owner. In the event of fire, this will save lives and property damage.
3. Enact a Knox Box ordinance for all future commercial development. (1) REASON: This will allow for fast access to the business after hours without causing damage due to forcible entry. The cost of a Knox Box is born by the owner.
4. Install "No Parking" signs on the garage doors on the east side of the fire station. (1) REASON: Citizens have parked in front of and/or adjacent to the apparatus doors. With the creation of the Veteran's Memorial, the possibility continues.
5. Cost recovery for future apparatus purchases. (1) REASON: Rehmann Robson under section IV, paragraph 9, indicated a need for adoption of cost recovery ordinances. It was also recommended the fees collected should be earmarked for

said purchases. The SCAFD submitted wording for your consideration in 2010.

III. Other considerations

1. Continue replacement of the apparatus bay lighting. **(1)**
2. Clean or replace office area carpeting. **(1)** REASON: It's original carpet from when the building was built in the late 1980's, and it is worn and stained.
3. Repaint the garage doors facing Fortino Dr. **(1)** REASON: With the replacement of panels on one of the doors, they are different colors.

Thank you for your consideration. If you should have any questions, please do not hesitate to contact me.

DATE: August 15, 2011

TO: David Hurt, City Councilman/Fire Board Representative
Paul Bueche, City Manager
City of Swartz Creek Council

FROM: Fire Chief Brent Cole

SUBJECT: City Station Considerations – 2012 Budget
(1) Previous considerations that have not been addressed or have not received a reply of consideration.

I. Safety

1. Maintain vigilant compliance with MiOSHA regulations.
2. Garage door remote controls. This is both a safety and energy conservation issue. (1) First proposed in 2004. Since then I've recommended the upgrade every year. The remote controls will help prevent slips or falls (by an individual proceeding to the apparatus after shutting the door) and/or assure the ability to shut the door without waiting for a person to do so (which will cut down on response times).

II. Issues to insure current/future safety for the community

1. Bi-yearly hydrant flush and pump maintenance, and annual flow testing. (1) REASON: Due to a continued difficulty in opening the large steamer taps at hydrant locations, it is imperative that each cap on each hydrant be completely loosened to insure reliability. ISO credit was reduced due to this not being done. Currently, they are only flushed once a year.
2. Enact a multi-residential and commercial sprinkler/smoke detector ordinance for all future development. (1) REASON: The cost of such is now affordable due to recent technology advancements. Insurance premiums and life safety issues will be reduced for the owner. In the event of fire, this will save lives and property damage.
3. Enact a Knox Box ordinance for all future commercial development. (1) REASON: This will allow for fast access to the business after hours without causing damage due to forcible entry. The cost of a Knox Box is born by the owner.
4. Install "No Parking" signs on the garage doors on the east side of the fire station. (1) REASON: Citizens have parked in front of and/or adjacent to the apparatus doors. With the creation of the Veteran's Memorial, the possibility continues.
5. Cost recovery for future apparatus purchases. (1) REASON: Rehmann Robson under section IV, paragraph 9, indicated a need for adoption of cost recovery ordinances. It was also recommended the fees collected should be earmarked for

said purchases. The SCAFD submitted wording for your consideration in 2010.

III. Other considerations

1. Continue replacement of the apparatus bay lighting. **(1)**
2. Clean or replace office area carpeting. **(1)** REASON: It's original carpet from when the building was built in the late 1980's, and it is worn and stained.
3. Repaint the garage doors facing Fortino Dr. **(1)** REASON: With the replacement of panels on one of the doors, they are different colors.

Thank you for your consideration. If you should have any questions, please do not hesitate to contact me.

SWARTZ CREE AREA FIRE DEPT: 2012 BUDGET (DRAFT)

ACCT #		09 BUDGET	09 ACTUAL	10 BUDGET	10 ACTUAL	11 BUDGET	12 BUDGET	DEFINITION
	REVENUES:							
3582	Contributions-Operating	\$251,860.00	\$258,916.47	\$237,300.00	\$233,408.38	\$212,562.00	\$227,180.00	Estimated Operating Contributions
3583	Contributions-Equipment	\$45,840.00	\$45,840.00	\$30,600.00	\$30,600.00	\$52,312.00	\$36,190.00	Estimated Equipment Contributions
3628	Misc. Income (Sundry)	\$0.00	\$23.00	\$0.00	\$42.00	\$0.00	\$0.00	Miscellaneous Income
3630	Grant Income	\$0.00	\$13,788.00	\$0.00	\$3,296.00	\$0.00	\$0.00	Grant Income
3664	Interest Income	\$300.00	\$135.66	\$300.00	\$248.00	\$120.00	\$120.00	Interest from Deposits
3673	Sale of Fixed Assests	\$0.00	\$515.00	\$0.00	\$0.00	\$0.00	\$0.00	Sale of Miscellaneous Used Items
	TOTAL REVENUES	\$298,000.00	\$319,218.13	\$268,200.00	\$267,594.38	\$264,994.00	\$263,490.00	
	EXPENSES							
4703	Social Security	\$11,500.00	\$15,819.58	\$12,100.00	\$10,611.30	\$10,800.00	\$10,600.00	Social Security - .0145%, FICA - .062%
4704	Salaries - Staff	\$45,750.00	\$42,570.82	\$45,500.00	\$42,191.03	\$42,500.00	\$42,500.00	Chief , Acct.
4705	Salaries - Maintenance	\$15,000.00	\$14,976.29	\$10,900.00	\$11,416.44	\$10,900.00	\$10,900.00	Maint., Qtr. Master Train. FF Labor, pump testing
4706	Salaries - Officers	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 5 Lieut.
4707	Salaries - Firefighters	\$74,000.00	\$81,249.16	\$74,000.00	\$70,109.85	\$60,000.00	\$69,000.00	Est. Fire Run Payment for Firefighters
4708	Deferred/Direct Response Comp.	\$5,900.00	\$3,607.00	\$4,800.00	\$3,122.25	\$2,500.00	\$3,200.00	Deferred Comp. Employer Paid
4709	Medical - Firefighters	\$6,700.00	\$4,590.00	\$6,170.00	\$4,622.00	\$4,500.00	\$4,500.00	Physicals, Hept. - B Shots
4710	Unemployment Payments	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$5,500.00	Unemployment Payments
4727	Office Supplies	\$2,900.00	\$1,807.01	\$2,700.00	\$1,486.23	\$1,000.00	\$1,000.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	\$900.00	\$1,362.06	\$700.00	\$685.55	\$700.00	\$700.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	\$8,650.00	\$7,692.92	\$8,650.00	\$6,156.49	\$8,000.00	\$8,000.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	\$7,700.00	\$4,198.18	\$5,700.00	\$3,458.58	\$5,800.00	\$6,900.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4820	Anniversary	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	Anniversary Decals
4850	Communications	\$4,200.00	\$3,054.84	\$3,350.00	\$2,889.16	\$3,420.00	\$4,100.00	Telephone/Internet Service
4910	Insurance	\$29,900.00	\$26,394.50	\$26,000.00	\$24,459.50	\$26,000.00	\$22,000.00	Fleet, Liability, Workers' Comp., F.F. Ins.
4920	Utilities	\$17,000.00	\$14,036.86	\$17,000.00	\$12,874.19	\$17,000.00	\$17,000.00	Gas/Electric, Water/Sewer
4930	Building Maintenance	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	combined with 4728
4960	Education & Training	\$7,060.00	\$17,206.83	\$5,030.00	\$5,519.12	\$4,562.00	\$6,400.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	\$240.00	\$2,158.99	\$240.00	\$198.36	\$240.00	\$240.00	Office Equipment
4976	Fire Equipment	\$23,500.00	\$22,018.19	\$13,860.00	\$14,546.69	\$25,600.00	\$16,800.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair/Upgrades	\$18,700.00	\$7,015.41	\$15,300.00	\$14,301.55	\$24,072.00	\$17,650.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4979	Fire Equip-Upgrades	\$1,750.00	\$244.96	\$0.00	\$450.00	\$0.00	\$0.00	Combined with 4978 for 2012
4984	Computer Hardware/Repair	\$900.00	\$139.96	\$600.00	\$359.00	\$1,800.00	\$800.00	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	\$750.00	\$658.95	\$600.00	\$608.95	\$600.00	\$700.00	Computer Software, Software Upgrades, Train. Matls.
4999	Reserve	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	Reserve Fund
	Sub-total Expenses	298,000.00	285,802.51	268,200.00	245,066.24	264,994.00	263,490.00	
4981	Apparatus							Truck Purchases
4982	Loose Equip-New Apparatus							Loose Equip for New Apparatus Only
4983	FEMA Grant Municipality Matching					\$3,491.00	\$13,750.00	FEMA match for \$275,000 apparatus grant
	Total Expenses	298,000.00	285,802.51	268,200.00	245,066.24	268,485.00	277,240.00	
	Net Income (Loss)	\$0.00	\$33,415.62	\$0.00	\$22,528.14	\$0.00	\$0.00	
	Fund balance beginning of the year	\$0.00	\$28,182.61	\$0.00	\$61,598.23	\$0.00	\$0.00	
	Fund balance end of the year	\$0.00	\$61,598.23	\$0.00	\$84,126.37	\$0.00	\$0.00	

2012 BUDGET

2012 BUDGET BREAKDOWN:

Acct# 703 Social Security \$10,600.00 (-200.00)

2009 Actual	\$15,819.58		
2010 Actual	\$10,611.30		
2011 Budget	\$10,800.00		
Chief Salary/Acct Wage			\$42,402.00
Officers			\$15,000.00
Main/Train			\$10,900.00
Firefighters			\$69,000.00
TOTAL	\$137,302.00	0.0765	<u>\$10,503.60</u>

Acct# 704 Staff: Chief & Acct/Clerical Specialist Wages \$42,500.00 (No Change)

2009 Actual	\$42,570.82		
2010 Actual	\$42,191.03		
2011 Budget	\$42,500.00		
Chief Salary	\$20.82 x 25hrs x 52 wks	(.10 reduction)	\$27,066.00
Acct. Wage	\$12.78 x 24hrs x 50wks	(no change)	\$15,336.00
TOTAL			<u>\$42,402.00</u>

Acct# 705 Maintenance & Training Wages \$10,900.00 (No Change)

2009 Actual	\$14,976.29		
2010 Actual	\$11,416.44		
2011 Budget	\$10,900.00		
Truck Maintenance Salary			\$3,120.00
Quarter Master Salary			\$1,800.00
Training Salary			\$2,460.00
Firefighter Labor:			
Hose Testing	\$8/hr		\$1,020.00
Hall/Apparatus Duties	\$8/hr		\$2,500.00
TOTAL			<u>\$10,900.00</u>

Acct# 706 Officer Salary \$15,000.00 (No Change)

2009 Actual	\$15,000.00		
2010 Actual	\$15,000.00		
2011 Budget	\$15,000.00		
Asst. Chief (1)			\$2,520.00
Batt. Chief (1)			\$2,160.00
Captain (2)			\$3,840.00
Lieutenant (4)			\$6,480.00
Sargeant (3)			\$0.00
TOTAL			<u>\$15,000.00</u>

2012 BUDGET

Acct# 707 Firefighter Wages **\$69,000.00 (+9000.00)**

2009 Actual	\$81,249.16
2010 Actual	\$70,109.85
2011 Budget	\$60,000.00

FIREFIGHTER

Probation I	\$9.31
Probation II	\$9.93
FFI	\$10.53
FFII	\$11.52
Officer I	\$12.46
Officer II	\$13.20
Officer III	\$13.57
Tenure	+ .30 for 3yrs; 5yrs & 5 year increments

RADIO OPERATOR

Probation	\$9.31
After 1 year	\$9.99

Acct# 708 Deferred Compensation **\$3,200.00 (+700.00)**

2009 Actual	\$3,607.00
2010 Actual	\$3,122.25
2011 Budget	\$2,500.00

Firefighters: flat rate, \$48 per yr X 28 FF	\$1,344.00
Firefighters: \$1.50 per run x 28 FF X44 runs (includes alarms & training)	\$1,848.00
TOTAL	<u><u>\$3,192.00</u></u>

Acct# 709 Medical Expense **\$4,500.00 (No Change)**

2009 Actual	\$4,590.00
2010 Actual	\$4,622.00
2011 Budget	\$4,500.00

Physical 40 FF @ \$137.50	\$4,335.00
Hept B injections 3 shots @ \$55	\$165.00
TOTAL	<u><u>\$4,500.00</u></u>

Acct# 710 Unemployment Payments **\$5,500.00 (+4540.00)**

2009 Actual	\$3,070.13
2010 Actual	\$5,130.19
2011 Budget	\$960.00

Unemployment Payments	\$5,500.00
TOTAL	<u><u>\$5,500.00</u></u>

Acct# 727 Office Supplies **\$1,000.00 (No Change)**

2009 Actual	\$1,807.01
2010 Actual	\$1,486.23
2011 Budget	\$1,000.00

Supplies (forms, envelopes, pens, etc...)	\$500.00
Postage (stamps, special mailings)	\$250.00
Shipping	\$250.00
TOTAL	<u><u>\$1,000.00</u></u>

2012 BUDGET

Acct# 728 Building Supplies **\$700.00 (No Change)**

2009 Actual	\$1,362.06	
2010 Actual	\$685.55	
2011 Budget	\$700.00	
Paper Products		\$200.00
Cleaning Products		\$80.00
Light Bulbs		\$40.00
Keys		\$300.00
Repairs/Updates		\$80.00
TOTAL		<u>\$700.00</u>

Acct# 741 Equipment Supplies **\$8,000.00 (No Change)**

2009 Actual	\$7,692.92	
2010 Actual	\$6,156.49	
2011 Budget	\$8,000.00	
Fuel		\$3,850.00
Filters		\$500.00
Oil		\$350.00
Small Tools		\$600.00
Misc. Supplies		\$2,700.00
TOTAL		<u>\$8,000.00</u>

Acct# 801 Contract Services **\$6,900.00 (+1100.00)**

2009 Actual	\$4,198.18	
2010 Actual	\$3,458.58	
2011 Budget	\$5,800.00	
Emergency Excavating/Towing		\$500.00
Auditing Service		\$4,200.00
Maintenance Agreement-Copier		\$700.00
Office Cleaning (Sta 1)		\$360.00
Legal Service		\$1,000.00
Personnel Photos		\$100.00
TOTAL		<u>\$6,860.00</u>

Acct# 850 Communications **\$4,100.00 (+680.00)**

2009 Actual	\$3,054.84	
2010 Actual	\$2,889.16	
2011 Budget	\$3,420.00	
Web Site Domain Name (renew in 2020)		\$0.00
Web Site Domain Hosting		\$70.00
Cell Phone		\$120.00
Phones/Internet Access		\$3,900.00
TOTAL		<u>\$4,090.00</u>

2012 BUDGET

Acct# 910 Insurance **\$22,000.00 (-4000.00)**

	2009 Actual	\$26,394.50	
	2010 Actual	\$24,459.50	
	2011 Budget	\$26,000.00	
	Michigan Par Plan		\$12,000.00
	Worker's Compensation		\$10,000.00
	TOTAL		<u>\$22,000.00</u>

Acct# 920 Utilities **\$17,000.00 (No Change)**

	2009 Actual	\$14,036.86	
	2010 Actual	\$12,874.19	
	2011 Budget	\$17,000.00	
	Water/Sewer		\$1,000.00
	Gas/Electric		\$16,000.00
	TOTAL		<u>\$17,000.00</u>

Acct# 960 Education & Training **\$6,400.00 (+1838.00)**

	2009 Actual	\$17,206.83	
	2010 Actual	\$5,519.12	
	2011 Budget	\$4,562.00	
	FIREFIGHTER TRAINING		
	Misc. FF Classes		\$3,460.00
	ADVANCED TRAINING		
	Officer Classes \$425 ea x 2		\$850.00
	CERTIFICATIONS		
	CPR		\$60.00
	Viking Level II Tech Class		\$300.00
	MEMBERSHIPS		
	Michigan Fire Chiefs		\$85.00
	Genesee Co. Fire Chiefs \$50 ea x 2 + \$145 dept		\$245.00
	Shiawassee Co. Firefighters		\$75.00
	Mi State Fireman's Assoc \$30 ea x 41 + \$75 dept		\$1,305.00
	FIRE PREVENTION		
	Misc. Materials/handouts/DVDs to replace worn out VHS tapes		\$0.00 <small>rec'd '08 FEMA grant</small>
	TOTAL		<u>\$6,380.00</u>

Acct# 970 Office Equipment **\$240.00 (No Change)**

	2009 Actual	\$2,158.99	
	2010 Actual	\$198.36	
	2011 Budget	\$240.00	
	Upgrades/Repairs		\$240.00
	TOTAL		<u>\$240.00</u>

2012 BUDGET

Acct# 976 Fire Equipment		\$16,800.00 (-8800.00)
2009 Actual	\$22,018.19	
2010 Actual	\$14,546.69	
2011 Budget	\$25,600.00	
Securitex Turn Out Gear (2)		\$3,900.00
Dress Uniforms		\$1,100.00
10 yr Anniversary Helmet (2)		\$500.00
Amkus AMK22 Cutters (2)		\$11,260.00
TOTAL		<u>\$16,760.00</u>

Acct# 978 Fire Equipment-Maint/Repair/Upgrades		\$17,650.00 (-6422.00)
2009 Actual	\$7,015.41	
2010 Actual	\$14,751.58	
2011 Budget	\$24,072.00	
Truck Repair		\$5,000.00
Jaws Pump Maint		\$1,900.00
Air Compressor M/A		\$1,500.00
Turn-Out Gear Repair/Cleaning		\$500.00
Ladder Certification		\$450.00
Annual Pump Test/Maint		\$1,600.00
Pager/Radio Repair		\$300.00
SCBA Repair		\$700.00
First Aid Kit (restock)		\$200.00
Fire Extinguishers Maint		\$550.00
Misc. Equipment Repair		\$1,000.00
Posi Check Calibration		\$575.00
Posi Check Upgrade		\$675.00
OHD Facemask Fit Equipment		\$700.00
Hydrostatic Air Bottle Testing (every 3 years)		\$0.00
Tires		\$2,000.00
TOTAL		<u>\$17,650.00</u>

Acct# 981 Apparatus Purchase	\$0.00
-------------------------------------	---------------

Acct# 982 Loose Equipment-New Apparatus	\$0.00
--	---------------

Acct# 983 FEMA Grant Municipality Matching		\$19,680.00 (+16189.00)
2009 Actual	\$0.00	
2010 Actual	\$0.00	
2011 Budget	\$3,491.00	
FEMA Match for \$275,000 Apparatus Grant		\$13,750.00
TOTAL		<u>\$13,750.00</u>

2012 BUDGET

Acct# 984 Computer Hardware/Repairs **\$800.00 (-1000.00)**

2009 Actual	\$139.96	
2010 Actual	\$359.00	
2011 Budget	\$1,800.00	
Computer/Monitor upgrades		\$500.00
Upgrades/Repairs		\$300.00
TOTAL		\$800.00

Acct# 988 Computer Software/Upgrades **\$700.00 (+100.00)**

2009 Actual	\$658.95	
2010 Actual	\$608.95	
2011 Budget	\$600.00	
Fire Tools Upgrade		\$400.00
Peachtree Upgrade (due 2013)		\$0.00
Peachtree Tax Service (must have to run payroll)		\$300.00
TOTAL		\$700.00

Swartz Creek Area Fire Department 2012 Budget Explanation List:

~August 15, 2011~

976 Fire Equipment:

#	Cost	Description
2	3,900	Sets of Securitex turn out gear for replacement in case of damage or sizing for new hires.
	1,100	Dress uniform needs. Each firefighter that comes off probation should receive a dress uniform, to properly represent the SCAFD. This will provide adequate coverage for new personnel and worn out uniform pieces that need replacement.
2	540	Anniversary helmets (Those that reach their 10 th Anniversary are presented with a traditional helmet)
2	11,260	Amkus AMK22 cutters (Late model vehicles are now being manufactured with harder metals that our current cutters will NOT cut.)

Total Fire Equipment = \$16,800.00

978 Fire Equip.-Maintenance/Repair/Upgrades

	5,000	Unclassified truck repair
1	1,900	Jaws Pump Annual Maintenance program (Amkus recommends that the units have the oil changed & tools be inspected/repared annually for optimum usability. Due to liability, it is recommended that a qualified factory company inspect & maintain our rescue tools.)
1	1,500	Breathing Air Compressor Maintenance (an ongoing MiOSHA requirement to insure the air that the SCBA bottles are filled with is not contaminated)
1	500	Turn out gear repair and cleaning (When cost effective, gear that has been damaged beyond local means to repair or clean, can be returned to usable condition. Each garment is analyzed to determine the cost effectiveness of repair, of which this cost would be taken from this fund.)
1	450	Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)
1	1,600	Annual Engine Pump testing (An annual cost associated with NFPA requirements). Beginning in 2008, pump maintenance was reduced to once a year, based on the number of incidents for the SCAFD per year. Unless alarms should increase, this will be the standard for future. Included with the annual maintenance, each applicable pump will be re-certified.
	300	Pager/radio repair (Pagers will malfunction at times.)
	700	SCBA repair (Parts associated with the frame, bottles & face masks. As our SCBA age, they will cost more.)
	200	First Aid Kit (Restock of used items & replacement of expired.)
	550	Department fire extinguisher maintenance (yearly inspections are required)

1,000	Misc. Equipment Repairs (hand tools, power equipment & etc)
1,950	Fit Test and SCBA Maintenance (The fit testing machine cost \$700/year to re-certify. The SCBA testing equipment requires an upgrade. The vendor will not upgrade the machine as is currently configured. The re-certification costs \$575.00. The upgrade cost \$675.00.)
0	Hydrostatic SCBA bottle testing (There are not bottles that need testing in 2012. 42 bottles will be due in 2013 that were purchased with the FEMA grant. Currently the cost per SCBA bottle is \$18.00. It is unknown what the 2013 cost will be.)
2,000	Apparatus tire replacement (Tires with excessive age or wear, are proposed for replacement in 2012.

Total Maintenance/Repair = \$17,650.00

984 Computer Hardware (Repairs/Upgrades):

Cost	Description
500	Computer Upgrades (Amount to cover aging monitors, CPU's and misc. hardware)
300	Repairs and/or replacement of miscellaneous items such as mice, keyboards, hard drives, and etc.

Total Computer Hardware (Repairs/Upgrades) = \$800.00

988 Computer Software (New/Upgrades):

Cost	Description
400	FireTools user fee. (FireTools has charged the SCAFD this amount yearly. It includes all upgrades associated with the program.)
300	Peach Tree Tax Service (required to run payroll)

Total Computer Software (New/Upgrades) = \$700.00

999 CIFP (Capital Improvement Fund Program) Contributions:

Cost	Description
0	Each municipality is unable to contribute towards future apparatus replacement. The only funding, as indicated by the Fire Agreement, is to deposit any fund balance into a separate account for future consideration.

Total CIFP Contribution = \$.00

983 Additional Funding (outside normal operating budget & not listed on Budget Breakdown document)

13,750+	Once again a FEMA grant for apparatus will be submitted. Based on the maximum apparatus amount allowed by FEMA, being \$275,000.00, the 5% matching amount is listed. In addition, approximately \$107,355.00 for loose equipment (since this is an addition to our fleet and not a replacement) would have to be provided. The design is for a multi-purpose unit for suppression, firefighter rehabilitation at the scene and air cylinders for filling self contained breathing apparatus air bottles. The estimated cost is \$600,000.00. If a FEMA grant is approved approximately \$338,750.00 would be needed to complete the purchase.
---------	--

E:\cole\Fireboard\Budget\Fire Equip explanation 2012. WPD

Swartz Creek Area Fire Department
 2012 Fire Apparatus Replacement / Addition Schedule
 August 15, 2011

New or Replacement Year	Purchased New Year	Original Cost	Service Years When Replaced	Apparatus Description	Rig #	Replacement / Additional Apparatus	Projected Cost
2011	1991	55,459	20	1991 Chev Step Van (2)	41-16	Squad with air system & lighting	200,000
2013	1993	24,290	20	1993 Chev Crew Cab	41-27	Fully equip grass rig with 4 door crew cab	82,540 (1)
2016	1991	180,681	25	1991 Pierce, 1500 GPM pump, 1000 gal tank	41-12	1500 GPM pumper, 750 gal. tank	551,538 (1)
2020	1992	71,235	28	1992 International, 5000 gallon tanker	41-23	New chassis & pump - remount tank	350,000
2023	1997	215,366	25	1998 Pierce, 1500 GPM pump, 750 gal. tank	41-11	1500 GPM pumper, 750 gal. tank	885,649 (1)
2024	1999	227,919	25	1999 Pierce, 1500 GPM pump, 750 gal tank	41-21	1500 GPM pumper, 750 gal. tank	947,645 (1)

(1) Cost estimate courtesy of Rehmann Robson 2001

NOTE: A FEMA grant will once again be submitted for a new pumper rehabilitation unit. The maximum amount FEMA considers for a pumper is \$275,000.00. The purchase of this unit would provide for a second engine at station 2. Currently there is only one engine at station 2. The design proposed would match the type that is currently being utilized in our fleet. The cost estimate is \$600,000.00. The loose equipment cost is \$107,355.00 (due to this being an addition to the fleet and not a replacement).

e:\Cole\Fireboard\Budget\Apparatus Replacement Schedule 2012.xls

September 23, 2011

Mr. Paul Bueche, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

Dear Mr. Bueche:

It has been our professional pleasure to serve as the City's auditors over the past several years. Over that time, we have developed a valuable professional advisor relationship with the City of Swartz Creek and truly value the community as a client. We also have the unique ability to be able to say that we have extensive knowledge of the City's processes, procedures and controls that we have obtained from working with the City over many years. We are always available to help the City with technical questions over the years with no charge to the City. We have also provided other valuable items to the City and the City's staff with no cost, such as trainings to City employees on new GASB's and constant emails with the latest legislative changes at the State. This relationship is very important to us.

Scope of Services

We will audit City of Swartz Creek's financial statements as of and for the years ended June 30, 2012, 2013, 2014, 2015 and 2016.

If you require any additional services, including accounting, consulting, or tax assistance, those services will be detailed in a separate engagement letter.

Timing of Services

We expect to begin fieldwork for this engagement at your offices in September. We anticipate that our on-site audit work will end in September and that our report will be issued by November.

Fees and Payment Terms

Our fee for this financial audit engagement will be based on the value of the services provided, which is primarily a function of the time that Plante & Moran staff expend at our standard hourly rates. Our fee for this engagement will be limited as follows:

Financial Audit for the year ending June 30, 2012	\$20,300
Financial Audit for the year ending June 30, 2013	\$20,825
Financial Audit for the year ending June 30, 2014	\$21,350
Financial Audit for the year ending June 30, 2015	\$21,900
Financial Audit for the year ending June 30, 2016	\$22,500

Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Sincerely yours,
Plante Moran, PLLC

Tadd Harburn
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Swartz Creek and Plante Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Swartz Creek

Paul Bueche

Date

Title

Professional Services Agreement – Audit Services
Addendum to Plante Moran, PLLC Engagement Letter Dated September 23, 2011

- 1. Financial Statements** – The financial statements of City of Swartz Creek being audited by Plante Moran, PLLC (referred to herein as “P&M,” “we,” “our,” or “us”) are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP). City of Swartz Creek (also referred to herein as “City of Swartz Creek,” “you,” or “your”) management is responsible for the presentation of these financial statements, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein, as well as for the capability and integrity of City of Swartz Creek personnel responsible for City of Swartz Creek’s underlying accounting and financial records. Management agrees to include the auditor’s report on the in-relation-to supplementary information, if any, in any document that contains the supplementary information and that indicates that the auditor has reported on such information. In addition, management agrees to present the supplementary information, if any, with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by City of Swartz Creek of the supplementary information and the auditor’s report thereon.
- 2. Objective of Audit of Financial Statements** – The objective of our audit is the expression of an opinion on the City of Swartz Creek financial statements specified in the accompanying engagement letter. We offer no guarantee, express or implied, that our opinion will be unqualified or that we will be able to form an opinion about these financial statements in the event that City of Swartz Creek’s internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If our opinion is to be other than unqualified, we will discuss the reasons with City of Swartz Creek management in advance of the issuance of our report. If, for any reason, we are prevented from completing our audit or are unable to form an opinion on these financial statements, we may terminate our engagement and decline to issue our report.
- 3. Audit Procedures** – Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City of Swartz Creek financial statements specified in this engagement letter. An audit in accordance with these standards involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, and because our audit will be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatements, errors or fraud may exist and not be detected by our audit. In addition, our audit is not designed to detect errors or fraud that are immaterial to these financial statements. In recognition of these limitations, City of Swartz Creek acknowledges that our audit cannot guarantee that all instances of error or fraud will be identified.
- 4. Auditor Communications** – We are obligated to communicate certain matters related to our audit to those responsible for governance of City of Swartz Creek, including instances of error or fraud and significant deficiencies in internal control that we identify during our audit. We will communicate these matters to members of City of Swartz Creek’s governing board, and you acknowledge and agree that communication in this manner is sufficient for City of Swartz Creek’s purposes.
- 5. Accounting and Financial Records** – City of Swartz Creek agrees that it is responsible for providing us with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that we request, and for making all City of Swartz Creek financial records and related information available to us for purposes of our audit. Where we have provided estimates of the timing of our work and completion of our engagement and issuance of our report, those estimates are dependent on City of Swartz Creek providing us with all such accounting and financial records, schedules, and analyses on the date our work commences. We will assess the condition of City of Swartz Creek’s accounting and financial records, schedules, and analyses of accounts prior to commencing our work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, we may reschedule our work, including the dates on which we expect to complete our on-site procedures and issue our report.

In any circumstance where our work is rescheduled, we offer no guarantee, express or implied, that we will be able to meet any previously established deadlines related to the completion of our work or issuance of our report. Because rescheduling our work imposes additional costs on us, in any circumstance where we have provided estimated fees, those estimated fees may be adjusted for the additional time we incur as a result of rescheduling our work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

In any circumstance where we have provided estimated fees, fixed fees, or not-to-exceed fees, those estimated, fixed, or not-to-exceed fees do not include accounting assistance; corrections to City of Swartz Creek’s accounting and financial records; or implementation of generally accepted accounting principles. If such services are provided in the course of our work on this engagement, additional fees for those services will be determined in accordance with the Fee Adjustments provision of this agreement.

Professional Services Agreement – Audit Services

- 6. Internal Controls** – City of Swartz Creek is responsible for establishing and maintaining sound internal controls, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. As part of our audit, we will obtain an understanding of City of Swartz Creek’s internal controls sufficient to plan our audit procedures. Our audit will not be designed to provide assurance on the design or operating effectiveness of City of Swartz Creek’s internal controls or to identify all conditions that represent significant deficiencies in those internal controls. We will communicate all significant deficiencies in internal controls, instances of fraud, or misappropriation of assets that come to our attention.
- 7. Audit Adjustments** – We will recommend any adjustments to City of Swartz Creek’s accounting records that we believe are appropriate. City of Swartz Creek management is responsible for adjusting City of Swartz Creek accounting records and financial statements to correct material misstatements and for affirming to us in writing that the effects of any unrecorded adjustments identified during our audit are immaterial, both individually and in the aggregate, to the City of Swartz Creek financial statements specified in this agreement.
- 8. Management Representations** – City of Swartz Creek is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of our audit, we will request information and explanations from City of Swartz Creek management regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. We will also require that management make certain representations to us in writing as a precondition to issuance of our report.

Our audit procedures will be significantly affected by the representations and assertions we receive from management and, accordingly, false representations could cause material error or fraud to go undetected by our procedures. Accordingly, you acknowledge and agree that information, explanation or representation provided by any representative of City of Swartz Creek will be true and complete, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer or member of management, or any other person acting under the direction thereof (“Client Personnel”), intended to influence, coerce, manipulate, or mislead us in the conduct of our audit of the financial statements will be considered a material breach of this agreement. In addition, as a condition of our engagement, you agree to indemnify and hold P&M and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys’ fees and costs, based on our failure to detect material misstatements in City of Swartz Creek financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to us by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined by final judgment that P&M failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in P&M not determining such misrepresentation by Client Personnel was false.

- 9. Assistance** – As a condition of our engagement, City of Swartz Creek personnel will provide us, in a timely and orderly manner, with assistance and information we request during the course of our audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and verbal requests as necessary during the course of our audit. In addition, you will provide us with all information in your possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate.
- 10. Use of Report** – If our report on the financial statements being audited is to be published in any manner or if you intend to make reference to P&M in a publication of any type, you agree to submit proofs of the publication to us for review prior to such publication and cooperate with us in our performance of any additional audit procedures we deem necessary in the circumstances, the nature and extent of which will be at our sole discretion. You acknowledge and agree that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this agreement.
- 11. Securities Offerings** – Our audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event you elect to incorporate or make reference to our report in connection with any offering of debt or equity securities and request our consent to such incorporation or reference, you acknowledge and agree that we will perform additional procedures, the nature and extent of which will be at our sole discretion, that additional fees for such work will be determined based on the actual time that P&M staff expend at our standard hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 12. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If you require tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 13. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, P&M and P&M staff may have access to proprietary information of City of Swartz Creek, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. We acknowledge that such information, regardless of its form,

Professional Services Agreement – Audit Services

is confidential and proprietary to City of Swartz Creek, and we will not use such information for any purpose other than our audit or disclose such information to any other person or entity without the prior written consent of City of Swartz Creek.

In some circumstances, we may use third-party service providers to assist us with our audit services. In order to enable these service providers to assist us in this capacity, we must disclose information to these service providers that is relevant to the services they provide. Disclosure of such information shall not constitute a breach of the provisions of this agreement.

In the interest of facilitating our services to you, we may communicate or exchange data by internet, e-mail, facsimile transmission or other method. While we use our best efforts to keep such communications and transmissions secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications or transmissions once they have been sent, and consent to our use of these electronic devices during this engagement.

Professional standards require that we create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of P&M. We will maintain the confidentiality of all such workpapers as long as they remain in our possession.

Both City of Swartz Creek and P&M acknowledge, however, that we may be required to make our workpapers available to regulatory authorities or by court order or subpoena. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, we agree to inform City of Swartz Creek in a timely manner of such request and to cooperate with City of Swartz Creek should you attempt, at your cost, to limit such access. This provision will survive the termination of this agreement.

Both City of Swartz Creek and P&M acknowledge that upon completion of our audit we are required to send an electronic copy of City of Swartz Creek's financial report, our official letter of comments and recommendations, and our auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. You authorize and direct us to provide such information and our disclosure of such information shall not constitute a breach of the provisions of this agreement.

We reserve the right to destroy, and it is understood that we will destroy, workpapers created in the course of this engagement in accordance with our record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. P&M has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon City of Swartz Creek's written request, we may, at our sole discretion, allow others to view any workpapers remaining in our possession if there is a specific business purpose for such a review. We will evaluate each written request independently. You acknowledge and agree that we will have no obligation to provide such access or to provide copies of our workpapers, without regard to whether access had been granted with respect to any prior requests.

- 14. Fee Estimates** – In any circumstance where we have provided estimated fees, fixed fees, or not-to-exceed fees, these estimated, fixed, or not-to-exceed fees are based on information provided by City of Swartz Creek regarding the nature and condition of its accounting, financial and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from our estimates, our estimated fees will be adjusted for the additional time we incur as a result. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.
- 15. Payment Terms** – Our invoices for audit services are due on the agreed-upon dates. Other invoices are due upon receipt. In the event any of our invoices are not paid in accordance with the terms of this agreement, we may elect, at our sole discretion, to suspend work until we receive payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, we offer no guarantee, express or implied, that we will be able to meet any previously established deadlines related to the completion of our audit work or issuance of our audit report upon resumption of our work.
- 16. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time that P&M staff expend at our standard hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to our invoices related to this engagement. You acknowledge and agree that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
- 17. Termination of Engagement** – After the date of our report on the financial statements, we have no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by our report, unless new information that may affect the report comes to our attention. If we become aware of information that relates to these financial statements but was not known to us at the date of our report, and that is of such a

Professional Services Agreement – Audit Services

nature and from such a source that we would have investigated it had it come to our attention during the course of our audit, we will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of our report. In this connection, we will discuss the matter with you and request cooperation in whatever investigation and modification of the financial statement that may be necessary. Additional fees for such work will be determined based on the actual time that P&M staff expend at our standard hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and you acknowledge and agree that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.

This agreement may be terminated by either party upon written notice. Upon notification of termination, our services will cease and our engagement will be deemed to have been completed. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination of this engagement.

18. Governing Law – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

End of Agreement – Audit Services

Springbrook East Special Assessment District 1

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Vacant/ Improved	Summer 2011 Taxes	Winter 2011 Taxes	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-36-676-037	WOODSIDE BUILDERS INC	4375	MAYA LN	7550 MILLER RD	V	\$329.13	\$46.42	\$2,334.25	\$466.85
58-36-676-039	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-040	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-041	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-042	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-043	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-044	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-045	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-046	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-047	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-048	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-049	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-050	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-051	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-053	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-054	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-055	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-056	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-057	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-058	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-059	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-060	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-061	WOODSIDE BUILDERS INC.	0	LINDSEY DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
58-36-676-064	WOODSIDE BUILDERS INC.	0	RUSSELL DR	7550 MILLER RD	V	\$23.64	\$3.31	\$2,334.25	\$466.85
Total 2011 Taxes & Est. SAD Assessment						\$872.85	\$122.55	\$56,022.00	
Total 2011 Taxes Only						\$995.40			

HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT 1

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Vacant/ Improved	Summer 2011 Taxes	Winter 2011 Taxes	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-30-651-044	WOODSIDE BUILDERS, INC	6285	ARLINGTON DR	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-050	WOODSIDE BUILDERS, INC	6230	ARLINGTON DR	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-059	WOODSIDE BUILDERS	3419	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-066	WOODSIDE BUILDERS	3408	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-072	WOODSIDE BUILDERS	6316	CONCORD DR	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-073	WOODSIDE BUILDERS	6310	CONCORD DR	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-074	WOODSIDE BUILDERS	6304	CONCORD DR	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-075	WOODSIDE BUILDERS	6298	CONCORD DR	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-082	WOODSIDE BUILDERS	3340	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-084	WOODSIDE BUILDERS	3330	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-085	WOODSIDE BUILDERS	3324	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-086	WOODSIDE BUILDERS	3318	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-087	WOODSIDE BUILDERS	3310	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-088	WOODSIDE BUILDERS	3304	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-089	WOODSIDE BUILDERS	3296	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-090	WOODSIDE BUILDERS	3290	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-091	WOODSIDE BUILDERS	3284	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-092	WOODSIDE BUILDERS	3278	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-093	WOODSIDE BUILDERS	3270	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-094	WOODSIDE BUILDERS	3264	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-095	WOODSIDE BUILDERS	3263	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-096	WOODSIDE BUILDERS	3269	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-099	WOODSIDE BUILDERS	6217	BAINBRIDGE DR	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-101	WOODSIDE BUILDERS	3291	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-102	WOODSIDE BUILDERS	3297	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-103	WOODSIDE BUILDERS	3305	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-104	WOODSIDE BUILDERS	3311	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64

Parcel Number	Owner Name As of July 5, 2011	Number	Property Address	Owner Address	Vacant/ Improved	Summer 2011 Taxes	Winter 2011 Taxes	Total Assessed Due April 2, 2012	Five Annual Installments July 1, 2012 - July 1, 2016
58-30-651-105	WOODSIDE BUILDERS	3319	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-106	WOODSIDE BUILDERS	3323	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-107	WOODSIDE BUILDERS	3329	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-108	WOODSIDE BUILDERS	3333	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-109	WOODSIDE BUILDERS	3335	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-110	WOODSIDE BUILDERS	3337	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-111	WOODSIDE BUILDERS	3339	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
58-30-651-112	WOODSIDE BUILDERS	3343	HERITAGE BLVD	7550 MILLER RD	V	\$329.13	\$46.42	\$1,373.20	\$274.64
Total 2011 Taxes & Est. SAD Assessment						\$11,519.55	\$1,624.70	\$48,062.00	
Total Taxes 2011 Only						\$13,144.25			



Genesee County, Michigan
 Treasurer Department
 Phone: 810-257-3059

Delinquent Tax Information

Payments made today will not be reflected until the following business day.

Last Updated: Wednesday, August 17, 2011 7:16:32 AM

Principle Residence Exemptions current as of: Wednesday, August 17, 2011 2:48:05 AM

Parcel No: 58-36-676-037

Property Address: 4375 MAYA LN

Tax Unit: CITY OF SWARTZ CREEK

School District: SWARTZ CREEK SCHOOLS

MAIL TO: WOODSIDE BUILDERS
 INC
 7550 MILLER RD
 SWARTZ CREEK, MI
 48473

Charges	Status	Original Taxes	Penalties	Interest	Statutory Fees	Total
2009	Forfeiture	\$593.33	\$23.73	\$160.20	\$265.69	\$1,042.95
2010	Delinquent	\$481.30	\$19.25	\$28.88	\$0.00	\$529.43

If property status is Forfeiture only certified funds are accepted

[Print](#)

PAY 2009 TAXES OF 1042.95 BY CREDIT CARD

[Search Again](#)

[Exit](#)

[Disclaimer](#)



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-

WATER & WASTE SERVICES

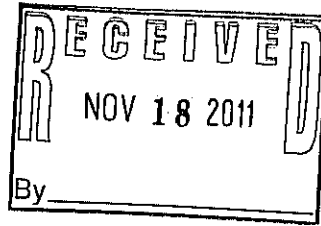
JEFFREY WRIGHT
COMMISSIONER

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

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

November 17, 2011

Paul Fortino, Supervisor
Gaines Township
9255 Grand Blanc Road
Gaines, MI 48436



Re: Bear Creek Subdivision

Dear Paul,

Find enclosed a copy of the Bear Creek Subdivision contract between Gaines Township and the City of Swartz Creek.

The City is correct. The agreement expires this year. Since it is unlikely the Township will proceed with its master plan and construct the Hill Road and Raubinger sewer, the Morrish Road sewer will continue to be the sewer line to get sewage to the County interceptor. We have enclosed a map of the system and we are talking about 4,359 feet of 12" gravity sewer.

There are two options as we see it: extend the agreement or resolve it. The first option would be to share in the operation and maintenance of the sewer line. Currently, the County charges \$2.95 per foot per seven years to operate and maintain sewers or 42¢ per foot per year. This would equate to \$1,837 annually in which the Township would share some of the costs. We recognize that due to our scale of operations, the City's operation and maintenance costs might be higher.

The second option would be for the City to request that this section of sewer become a multi-community sewer. The County Agency would accept the sewer and perform operations and maintenance on the line at no additional cost to the City or Township. Customers on the line would remain customers of their respective communities.

As always, the County Agency strives to avoid "wheeling" charges in any of its service areas and is willing to accept this section of sewer into its system to avoid the first scenario.

We hope this letter is helpful to Gaines and Swartz Creek. If you have any questions or need further clarification, do not hesitate to contact this office.

Sincerely,

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

JFO:kt

CC: Paul Bueche
Tom Svrcek



BEAR CREEK SUBDIVISION SANITARY SEWER AGREEMENT

Between

COUNTY OF GENESEE

TOWNSHIP OF GAINES

CITY OF SWARTZ CREEK

THIS AGREEMENT is made this 18 day of March, 2005, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with its principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City"), the Township of Gaines, a Michigan General Law Township, with its principal offices at 9241 Grand Blanc Road, Gaines, Michigan 48436 ("Township") and the County of Genesee, a Michigan Municipal Corporation, through its Drain Commissioner as "County Agency", with its principal offices located at G-4610 Beecher Road, Flint, Michigan 48532.

WHEREAS, the City has a sanitary sewer line located along Morrish Road which extends to the corporate boundaries between the City and the Township; and

WHEREAS, due to the development of the Bear Creek Subdivision on Morrish Road south of Hill Road, the Township has an immediate need for 51 residential equivalent units (REUs) of sanitary sewer service at said location; and

WHEREAS, the Township is willing to have a force main constructed by the Developer of the Bear Creek Subdivision ("Developer"), which force main will be constructed at the Developer's sole expense; and

WHEREAS, said force main will be constructed in accordance with the specifications of the Water and Waste Division of the Genesee County Drain commissioner's office; and

WHEREAS, upon completion of the construction of the said force main, the Developer will convey ownership of same to the Township and said force main will become a part of the Townships sewer system; and

WHEREAS, the Township desires to temporarily connect said sanitary sewer force main to the City's sewer line on Morrish Road which will be used to transport sewage from the Township's force main to the County Interceptor at Morrish Road and Wade Street in the City; and

WHEREAS, the City is willing to allow the Township to temporarily connect its sanitary sewer force main to the City's sanitary sewer line on Morrish Road at the City's southern corporate boundary, for a limited period of time so that it may provide the Township with the 51 REUs it needs to serve said residential development, and it is willing to do so at no charge so long as the City does not have to bear any costs incurred in making such connection or any costs for improvements, maintenance or repairs that may be needed to the City's or the Township's sewer system covered by this agreement; and

WHEREAS, the Township is willing to make the necessary modifications to its sanitary sewer system and connect to the City's system for a temporary period so as to be able to provide 51 REUs of sanitary sewer capacity to the Bear Creek Subdivision development so long as it can pass the costs of same on to the Developer;

NOW, THEREFORE, the parties hereto, acting by and through their duly authorized representatives, hereby agree as follows:

1. **Township Sewer Extension.** The Township may, at no cost to the City, extend a sanitary sewer force main from the Bear Creek Subdivision on Morrish Road to the City's sanitary sewer line at the southern City boundary on Morrish Road.
2. **Maximum Service.** The Township may utilize that connection to provide sanitary sewer service in an amount not to exceed 51 REUs to the Bear Creek

Subdivision development in the Township.

3. **Free Transportation.** The City will allow up to 51 REUs of sewage to be transported from the Township's force main through its sewer line on Morrish Road to the County Interceptor at Morrish Road and Wade Street in the City at no charge.
4. **Allocation of Cost.** The Township shall indemnify and hold the City harmless from any costs incurred in making said connection and any costs incurred in the maintenance and operation of its sanitary sewer line up to and including the connection with the City's line.
5. **Franchise.** To the extent any portion of the Township's sanitary sewer line owned by the Township will be inside the City, the City hereby grants a franchise to the Township for the placement of said line inside the City.
6. **Acknowledgement, Term and Cost of Disconnect.** Gaines Township acknowledges that this Agreement is to provide temporary sewer transportation service only to the residents of the Bear Creek Subdivision located in Gaines Township. It shall be the responsibility of Gaines Township to provide its residents, other than those in the Bear Creek Subdivision, with sewer transportation service by connection to sewer transportation lines other than those under the jurisdiction of the City of Swartz Creek. This Agreement shall expire by its terms on December 31, 2011, at which time the Township shall disconnect its force main sewer line from the City's sewer line. Such disconnection shall be made by the Township at its own expense and the Township shall also be liable for any costs incurred by the City in separating its line from the Township's and closing off said connection. If the Township shall fail to make such disconnection, the City may do so of its own volition and the

Township shall reimburse the City for all costs incurred by the City in connection therewith.

- 7. Failure to Disconnect.** If, for any reason, the Township does not disconnect its line from the City's line and if, for any reason, the City is prevented from doing so on its own, and the City is required to continue providing sanitary sewer service to portions of the Township through said line beyond the term of this Agreement, the Township shall pay to the City a \$7.50 per month per unit maintenance and transmission fee until such time as the Township severs connection to the City's line.
- 8. Operation and Maintenance.** During the term of this Agreement, the County Agency shall be responsible for the operation and maintenance of the Township's sanitary sewer force main, as a part of the Genesee County Sewer System, and the City's transmission main from and including the point of connection of the lateral sewer to be constructed by the Township with the City's line, to and including the point of connection of the City's line with the County Interceptor north of the Swartz Creek on the West side of Morrish Road. The County Agency will operate and maintain said lines and connections without additional cost to the Township or the City, except that the County Agency shall operate and maintain the sanitary sewer force main on the same basis as the County Agency operates and maintains the rest of the Township's sewer system
- 9. Insurance.** The Township shall maintain a policy of general liability insurance covering its ownership and operation of its sewer line and shall indemnify and hold the City and County harmless from any claims for damages made against the City in connection with the ownership, use or operation of said line by the Township within the City.

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

If to the City: City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473
Attention: City Manager

If to the Township: Township of Gaines
9241 Grand Blanc Road
Gaines, MI 48436
Attention: Township Supervisor

If to the County: Genesee County Water and Waste Services
G-4610 Beecher Road
Flint, Michigan 48532
Attention: Director,
Division of Water and Waste Services

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

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

12. Assignment. No assignment of this contract or any of the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

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

14. Articles and Other Headings. The article and other headings contained in this contract are for reference purposes only and shall not affect in any way the

meaning or interpretation of this contract.

- 15. **Counterparts.** This contract may be executed in any number of counterparts and each such counterpart shall be considered a valid original.
- 16. **Entire Agreement; Contemporaneous Agreements.** This contract supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to the conditional transfer of territory hereunder. No verbal statements or prior or written materials not specifically incorporated in this contract have been relied upon by the parties in entering into this contract.
- 17. **Binding Effect.** This contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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

TOWNSHIP OF GAINES

Paul Fortino
Paul Fortino, Township Supervisor

Michael Dowler
Michael Dowler, Township Clerk

CITY OF SWARTZ CREEK

Jason Christie
Jason Christie, Mayor Pro-Tem

Mary Jo Clark
Mary Jo Clark, City Clerk

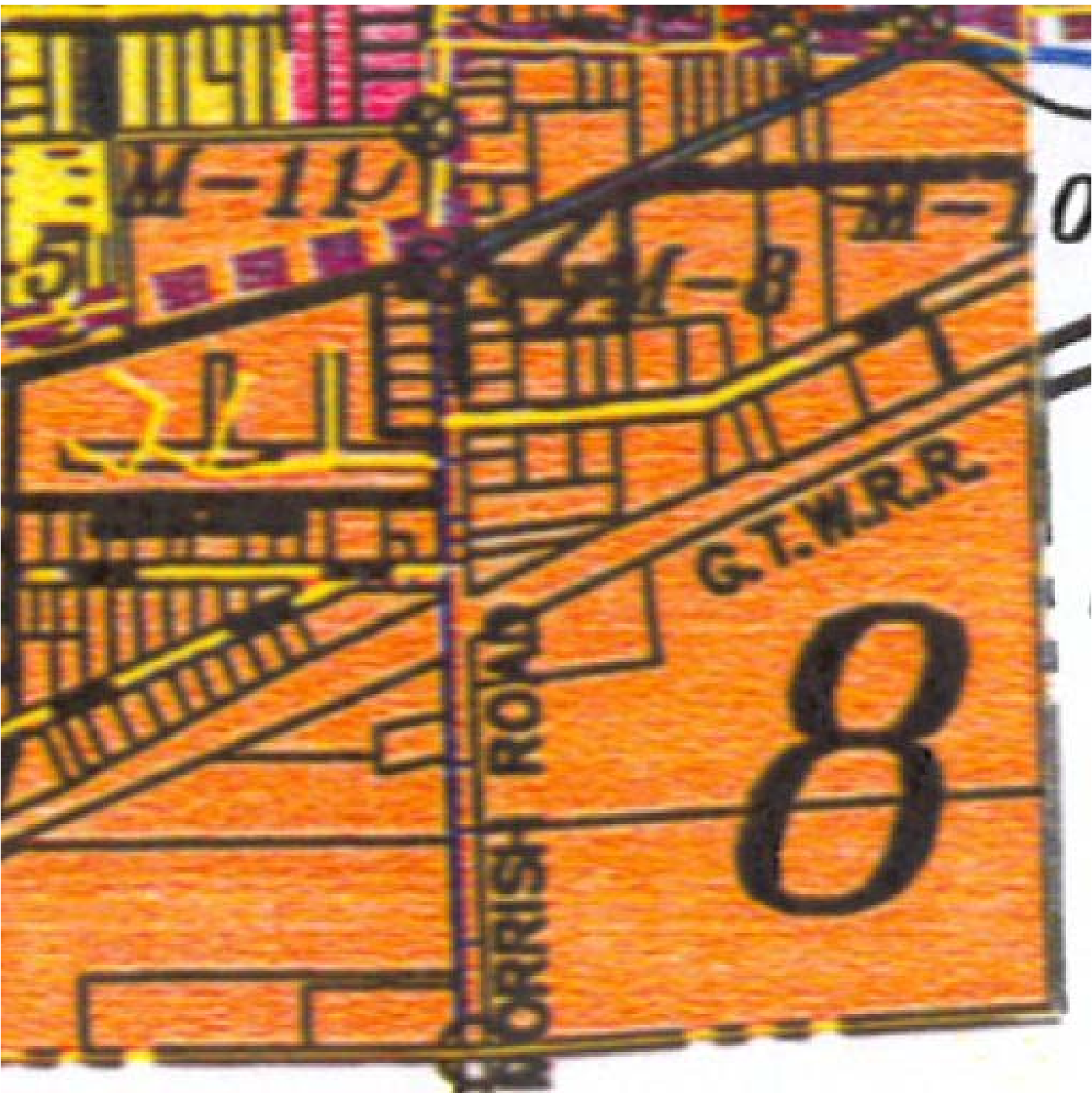
COUNTY OF GENESEE

Jeff Wright
Jeff Wright, Drain Commissioner
Genesee County Agency

Approved as to Form:

Richard J. Figura
City – Township Attorney

Raymond J. Branch
County Agency Attorney





Genesee County Board of Commissioners

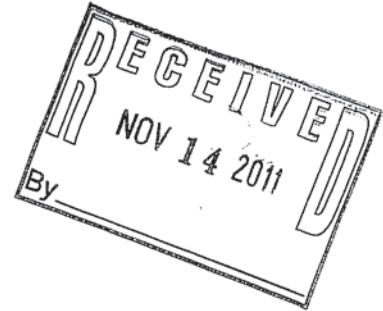
1101 BEACH STREET, ROOM 312

FLINT, MICHIGAN 48502

TELEPHONE (810) 257-3020

FAX (810) 257-3008

November 10, 2011



- COMMISSIONERS -

OMAR A. SIMS
DISTRICT 1

BRENDA CLACK
DISTRICT 2

JAMIE W. CURTIS
DISTRICT 3

JOHN NORTHRUP
DISTRICT 4

MILES T. GADOLA
DISTRICT 5

JOSEPH GRAVES
DISTRICT 6

ARCHIE H. BAILEY
DISTRICT 7

TED HENRY
DISTRICT 8

PATRICK F. GLEASON
DISTRICT 9

Honorable Juanita Aguilar
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Dear Ms. Aguilar,

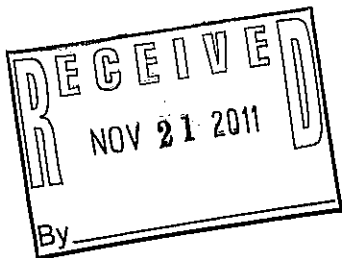
As you may be aware, the Genesee County Board of Commissioners has established a subcommittee for the purpose of examining the County's animal control functions and the Animal Control Shelter. Two specific areas under consideration are the closing of the shelter, as run by the county, and changes to the method by which licenses are distributed. The Animal Control Subcommittee is interested in your municipality's input regarding the potential changes under consideration. Accordingly, you are invited to attend a private meeting with the Animal Control Subcommittee on Monday, December 19, 2011, at 8:30 am. The meeting will be held at the Administration Building, 1101 Beach St., Flint, MI 48502, in Room 301. Space is limited so a response notifying us of your intention to attend would be appreciated. Please respond by telephone to 810.257.3020, or email Alicia Croff, Board Office Secretary, at acroff@co.genesee.mi.us.

Additionally, your municipality has recently been contacted by the Genesee County Animal Control Shelter asking that you provide an updated copy of your municipality's Animal Control Ordinance, if you have one. The Animal Control Subcommittee would greatly appreciate your prompt response to this request.

Thank you for your attention to this matter. We look forward to seeing you on December 19.

Very truly yours,

Miles Gadola
Chairperson, Animal Control Subcommittee



November 18, 2011

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

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to the channel lineup effective January 22, 2012. Customers will be notified of these changes via bill message.

The following channels will be added to the Digital Starter HD: Bloomberg HD Ch. 988*, Sprout HD Ch. 993*. The following Digital Preferred channels will be added: BBC World News Ch. 387, BYUtv Ch. 390, Oxygen HD Ch. 980*.

The following channels will be removed from Premium service: HBO Family HD Ch. 269 and MoreMax HD Ch. 273.

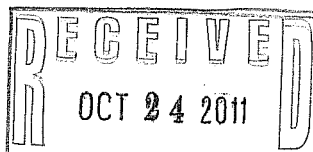
BBC America Ch. 114 will move from Digital Preferred to Standard Basic.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 586-883-7075 with any questions you may have.

Sincerely,

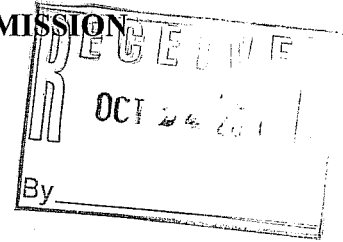
Gerald W. Smith
Government Affairs Manager
Comcast, Heartland Region
36250 Van Dyke Ave.
Sterling Heights, MI 48312

* The HD Technology Fee and a HD converter or CableCARD-equipped HD device required to view these channels.



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16581



- Consumers Energy Company plans to file an application for its 2011 Biennial Review and approval of its 2011 Renewable Energy Plan in compliance with Public Acts 286 and 295 of 2008 and the Michigan Public Service Commission’s December 4, 2008 Commission Order in Case No. U-15800, the April 26, 2011 Commission Order in Cases Numbers U-16543 and U-16581, and the May 10, 2011 Commission Order in Case No. U-16543.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: November 3, 2011, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Mark D. Eyster

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

The Mercantile Way building sustained flood damage and remains closed until further notice. Please consult the Michigan Public Service Commission website at: www.michigan.gov/mpsc for updates on hearing locations or call 517.241.6060.

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.