

## City of Swartz Creek

### AGENDA

Regular Council Meeting, Monday October 24, 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 October 10, 2011 MOTION Pg. 9, 14-33
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 9
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 9, 2-8
  - 6B. Monthly Fire Report Pg. 34-46
  - 6C. Bids, Police Body Armor (Agenda Item) Pg. 47-67
  - 6D. Police ECD (Tasers) (Agenda Item) Pg. 68-84
  - 6E. Fire CIP Purchase, Grass Skid (Agenda Item) Pg. 85-93
  - 6F. Street Permit, Fire Christmas Parade (Agenda Item) Pg. 94-98
  - 6G. MTT Appraisal Proposal (Agenda Item) Pg. 99-102
  - 6H. Letter, School Performing Arts Center Pg. 103
  - 6I. Consumer Energy Hearing Notice Pg. 104
  - 6J. Amvets Dedication Notice Pg. 105
  - 6K. Beaumont Notice, BCN Insurance Pg. 106-107
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Appropriation & Bid Award, Police Body Armor RESO. Pg. 10, 47-67
  - 8B. Appropriation, Police Non-Lethal Weapons RESO. Pg. 11, 68-84
  - 8C. Appropriation, Fire Capital Expense, Grass Skid RESO. Pg. 12, 85-93
  - 8D. Street Usage Permit, Fire Christmas Parade RESO. Pg. 12, 94-98
  - 8E. Appropriation, MTT Appraisal RESO. Pg. 13, 99-102
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

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

**Regular Council Meeting of Monday October 24, 2011 7:00 P.M.**

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 21-October-2011

**OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

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

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

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

Project	Year	Grant	City Match	P.E.	C.E.	Total
Miller Between Elms & Tallmadge	2011	\$338,997	\$168,819*	\$27,684	\$59,160	\$594,660
Bristol Road @ GM-SPO	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
Miller Between Tallmadge & Dye	Unfunded	\$951,602	\$237,901	\$76,000	\$120,000	\$1,385,503
Miller Between Seymour & Elms	Unfunded	\$1,635,357	\$408,839	\$100,000	\$160,000	\$2,304,196

\*Includes Developer Contribution of ±\$54,000

- ✓ **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 25<sup>th</sup>, the cost being \$82,492.50. I'll keep the Council informed on progress.
  - SEWER USE ORDINANCE – INDUSTRIAL PRE-TREATMENT** (Status)  
Pending effective date in November.

- ✓ **MARATHON REDEVELOPMENT PROJECT** (Status)  
We are out to RFP bids for proposals. Here is an approximate time line:

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:	November-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)  
As you may have noticed from tonight's agenda, things are eerily quiet. Back when we used to build things, this time of year was always swamped with contractor's trying to

get work in before the weather declined. We are winding down construction on the SAD's and have finished up the Miller Elms project, both of which were huge draws on time this summer. Having said this, this item and several others here are cleanup matters that I will try and finish before year's end.

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

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

✓ **LABOR CONTRACTS** (*Status*)

As a short re-cap, all our labor contracts are frozen. The POLC agreement has been frozen since January 2009, 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. I suspect the unions will be approaching the City prior to years end with requests to begin negotiations. I'll keep the Council posted.

✓ **FIRE DEPARTMENT: 2011 BUDGET & COST RECOVERY** (*Resolution*)

The 2011 Budget was adopted by the City at the meeting of November 22, 2010, minus CIP contributions. As of writing, Clayton has not adopted the current year (2011) budget. They will be meeting on it in early November. The Township had been withholding approximately \$13k in operating funds under questions they had, however, they have resolved the questions and have recently paid the arrearage. As indicated, we are looking at long term solutions to all public safety. The cost recovery issue plays into this, however, it is in a state of flux based on the introduction of legislation that may prohibit such ordinances. The legislation has been stalled in committee and we'll continue to watch it for a while to see where it heads.

The fire Agreement between the City and the Township expired in April 2011. We are operating under the agreement on a roll-over clause. Changes in the Township Board have created some concerns and I continue to meet looking for a resolve.

The Fire Department has gone to bid on the purchase of equipment to retro-fit a pickup as a first response grass rig. This apparatus update is needed and is consistent with the 2007 Fire Evaluation. It would be considered a capital improvement and subject to expensing out of the Capital Improvement Fund. The fund currently has around \$84k in it. Four bids were returned, being \$13,727; \$13,912; \$14,142 and \$16,050. The closest to specifications was from a company named "Danko Emergency Equipment" at \$14,142. The Fire Chief recommends deviation from the low bid and purchase from Danko.

A quick update on the workings of the Fire Capital Improvement Fund. This will be the first purchase from it since we set it up about three years ago. The way it's supposed to work is that any left-over operating funds at the end of the Fire Fiscal Year roll into this fund, which is held and invested by the Fire Department. In addition, the Township and City *should* be contributing an amount agreed to each fiscal year at the time the budget is approved. The Fire Department has saved some funds each year, but the City and Township, to date, have contributed nothing additional. The fund must have both the approval of the City and the Township before anything can be expended from it. It is designed for the major purchases, such as vehicle apparatus. I have a resolution to permit the expense included with tonight's agenda

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

The work has been completed and we are awaiting final construction billing. 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 the middle of November. 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 27<sup>th</sup> 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 28<sup>th</sup>:** Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper
- July 11<sup>th</sup> 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 12<sup>th</sup>:** Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper
- July 25<sup>th</sup> 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 29<sup>th</sup> - Oct 1<sup>st</sup>:** 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<sup>th</sup>) Installment Due

On the side work, the contractor was unable to fit any additional work into their year-end schedule. We'll have to either bid the Fairchild-Miller, Winston-Miller and parking lots for the spring, or, look to tack it on another bid.

✓ **SIGN ORDINANCE** (*Status*)

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

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

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

✓ **SCHOOL PERFORMING ARTS CENTER** (*Status*)

The school went to bid in early October for construction with the returns higher than anticipated. They have shelved the project and will re-bid in mid winter with construction planned for spring. As for now, insofar as the plans pertain to water, sewer and public street integration, will remain unchanged.

✓ **SPRINGBROOK COLONY WATER-SEWER AGREEMENT** (*Status*)

As you recall, we postponed action on this at the meeting of October 10<sup>th</sup>. 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 meet with the full board next week to hopefully get a consensus of what they desire.

✓ **2010-2011 FISCAL YEAR AUDIT** (*Status*)

Field work on the audit has been completed. We are looking at the last meeting in November for Council presentation.

✓ **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.

## NEW BUSINESS / PROJECTED ISSUES & PROJECTS

### ✓ **BID AWARD, POLICE BODY ARMOR** (*Resolution*)

This caper is a bit upside down, but I'll see if I can make some sense of it. As the Council may recall, we have looked to replace our Police body armor vests for about two years now. They are almost two years past the manufacturer's recommended shelf life of five years. The purchase was delayed for two fiscal cycles while we waited for funding to become available through the Federal Department of Justice BVP Grant Program. The BVP Program is a grant source that pays half the cost of Police Body Armor. We used it when we bought the current vests seven years ago. We budgeted for this purchase in the 2010-2011 (ended June 30<sup>th</sup>) fiscal cycle. Acting on information we had back in the spring, the Fed's were to have the final decision on grant availability by April. For this reason, we did not budget in the current fiscal cycle as we were assured that the purchase would be made in the last cycle. It was not, as the decision was delayed until late this summer. Bottom line, we did get the grant that pays for half the cost of replacement (\$4,383), along with a 100 Club grant for \$2,000. The second foul up on this was prior Council approval. The grant operates on re-imburement, but you don't know if you get the grant until you order, the order being timing with the availability of funds, hence the waiting until the Federal source was released, which was delayed from the original expected date of April, decision coming in early October. Confused yet? At any rate, the vests have been custom fitted, ordered, delivery taken on some of them and the grant awarded on a re-imburement basis. We now need the appropriation, bid award, acceptance of the grant and appropriate budget adjustments. Here is the breakdown of costs:

Bid Cost of Vests	\$8,765
BVP 50% Grant	(\$4,383)
100 Club Grant	(\$2,000)
<b>City Cost</b>	<b>\$2,383</b>

We are not sure whether the BVP grant will allow the 100 Club Grant to post after their 50%. That's one of those questions that we prefer not to ask. We'll submit the final paperwork for the entire amount and hope that they'll allow the 50% match on the total purchase cost.

### ✓ **BID AWARD, POLICE NON-LETHAL WEAPONS** (*Resolution*)

This matter ties to the above body armor purchase insofar as to how we budgeted for it. This purchase was planned along with the vests, difference being that there are no grant funds available. As you may recall from previous discussions, this refers to the possession and use of Taser's by our Police Officers. Taser's have been around for a number of years now, however, we have elected not to participate in their use preferring to monitor the progression through the courts. They are now widely used and accepted as a non-lethal weapon. Given that the number of officer's available is declining, both with us and other nearby jurisdictions, the authorization of the use of these weapons will provide another option and layer of safety for our officers. These items were not bid as the distributors for the brand name "Taser" are territorial, meaning that they have geographical areas that do not cross. There are other manufacturer's that are trying to get into the business; however, I would strongly recommend we stay with the brand name "Taser" as it by far, the choice of virtually all of the Police Departments in the country.

- ✓ **STREET USAGE PERMIT, ANNUAL FIRE CHRISTMAS PARADE** (*Resolution*)  
Included with tonight's agenda is a resolution for the annual Fire Department's Christmas Parade. The route is close to the same as in years past; with the exception being that it will go through the downtown area this year. The parade will start at the High School, north of Fairchild, east on Miller, north on Morrish, west on Fortino and into the Civic – Fire hall Area. The parade will be held on Saturday December 3<sup>rd</sup> at 6:00 PM.
- ✓ **MTT APPEAL APPROPRIATION** (*Resolution*)  
We've become stuck in an MTT appeal in which the owners refuse to negotiate reasonably. The Appeal is with Piper Realty and for Apple Creek Apartments. The reductions they are demanding are for years 2009, 2010 and 2011. If we were to agree to Piper's demands, the City would owe Piper \$7,145 for 2009 and 2010, and another \$9,700 for 2011. The total refund owed for all three years would be around \$24,000. After the payment of the three years, the City's tax revenue from the apartments would be re-set to about half, from \$20,000 per year pre 2009 to \$9,700 per year, permanently. The staff believes this is unreasonable, especially in light of the complex running consistently occupied and in comparison of similar complexes throughout the county. The case is set for hearing in December and we've been ordered to obtain and independent appraisal. Included in tonight's packet is a proposal from Cook, Pray, Rexroth and Associates for a do not exceed number of \$4,000. In addition, we'll have legal fees from Mr. Figura, as he is and has been representing the City on this matter.
- ✓ **MEIJER SITE** (*Information*)  
Meijer has elected to perform some of the site work now. The MI-DNRE permit they hold for the relocation of a drainage way and small wetland area expires in late December. Rather than seek renewal, they have decided to do the work. They are non-committal on construction as of yet. They have requested that the site plan be extended, as it expires this month. In accordance with the ordinance, they cannot get a simple extension. I have the question in to Mr. Figura as to how best to efficiently proceed, meaning that is a full site plan approval necessary or can we perform an addendum to the development agreement. As to the work being performed, it will be extensive in terms of the entire site will be balanced and prepped for construction. They have obtained the necessary permits related to soil & erosion as well as right of way use from the City. I'll keep the Council posted on developments and progress.

### **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 will be picked up by our crews and discarded. We're still working on Kroger's.
- *Signs.* We performed a sign sweep on Friday October 14<sup>th</sup>. I see it didn't take long for them to start reproducing again.
- *Colored Glass, Recycling.* We cannot find anything prohibiting it. I say recycle it, unless we hear different.
- *Deteriorated Building, Morrish at CNA Crossing.* Pending.



**City of Swartz Creek  
RESOLUTIONS**

**Regular Council Meeting, Monday October 10, 2011 7:00 P.M.**

**Resolution No. 111024-4A            MINUTES – OCTOBER 10, 2011**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held October 10, 2011 to be circulated and placed on file.

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

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

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

**Resolution No. 111024-5A            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 October 24, 2011, to be circulated and placed on file.

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

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

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

**Resolution No. 111024-6A            CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager’s Report of October 24, 2011, to be circulated and placed on file.

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

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

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

**APPROPRIATION, GRANT ACCEPTANCE & BID  
AWARD, PURCHASE POLICE BODY ARMOR**

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

**WHEREAS**, the City’s Police Officer’s are required by department policy and insurance risk management to wear protective body armor when employed in patrol and similar law enforcement activities; and

**WHEREAS**, the City, as part of its inventory of equipment issued to its officer, provides protective body armor and further, periodically upgrades such equipment as technology improves and shelf life of the protective vests expires; and

**WHEREAS**, the City’s current protective police body armor vests have reached their maximum recommended shelf life and the manufacturer recommends replacement as the effectiveness in stopping or diminishing projectile and edged weapon threats may be compromised; and

**WHEREAS**, The City is the recipient of two grants to help off-set the expense, the first from the U.S. Department of Justice BVP Program, in the amount of \$4,383 and the second, the Flint 100 Club in the amount of \$2,000; and

**WHEREAS**, the City set specifications and bid for the purchase of 14 protective body armor vests with two returns, Great Lakes Emergency products of Linden Michigan at \$629 each; and Protective Products of Sunrise Florida at \$675 each.

**NOW, THEREFORE, I Move** the City of Swartz Creek accept the low bid of Great Lakes Emergency Products of Linden Michigan, in the total amount of \$8,765, for the purchase of 14 Python DX Level II, 2-SX Carriers, Soft Trauma Pack, 6x8 Speed Plate, Custom On-Site Fit; and

**BE IT FURTHER RESOLVED**, that the City accept two grants, the first from the U.S. Department of Justice BVP Program, in the amount of \$4,383 and the second, the Flint 100 Club in the amount of \$2,000, and further, direct the staff to make the necessary budget adjustments and journal entry postings in the City’s Ledger.

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

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

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

**APPROPRIATION, PURCHASE NON LETHAL CONDUCTIVE ENERGY WEAPONS (TASER)**

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

**WHEREAS**, the City finds that authorizing the issue and use of Electronic Control Devices, also known by the brand name Taser, to its Police Officers will provide an effective tool in managing un-cooperative and unruly subjects and further, provide additional protection and safety to officers and the citizens they protect; and

**WHEREAS**, there are several manufactures of such non lethal weapons, however, the choice by the majority of Police Departments and the recommendation of the City's Chief of Police is "Taser" X-2; and

**WHEREAS**, the manufacturer's distribution of these weapons is territorial, meaning that a single vendor is responsible for an entire state or grouping of states which eliminates the option for competitive bids; and

**WHEREAS**, the City's purchasing ordinance provides for competitive and cooperative bids, but also allows for exceptions in certain circumstances, text as follows: Chapter 2, Article VI, Division 3, Sec 2-402(a), 2, i & ii "...The city council may, at the request of the city manager, authorize the city manager to negotiate a contract for the purchase of any product, material or service with a provider of such product, material or service without regard to the requirements of this section relative to purchases where the city council finds:

- i. Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature; and
- ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids."; and

**WHEREAS**, the City finds that the market for such product is not competitive even though such product, material or service is normally competitive in nature.

**NOW, THEREFORE, I Move** the City of Swartz Creek authorize the issue, carrying and use of Electronic Control Devices, more commonly known as "Taser's", to its Police Officers, stipulating:

- 1. Creation of a policy for training and use, policy to conform to the Michigan Commission on Law Enforcement Standards (MCOLES), the Michigan Municipal League's (MML) Risk Management and the manufacture's recommendations.
- 2. Policy to be integrated into the Police Departments policy on the use of force, the entire policy to be reviewed and edited by the City Attorney's Office and upon completion, to be brought back before the Council for final approval.

**BE IT FURTHER RESOLVED**, that the City appropriate an amount not to exceed \$4,012 plus 10% contingency to Michigan Taser Distributing of South Lyon Michigan, for the purchase of three X-2 Taser units and accessories, in accordance with the bid specifications, funds to be appropriated from 101 General Fund, and further, direct the staff to make any necessary budget adjustments and journal entry postings in the City's Ledger.

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

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

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

**Resolution No. 111024-8C                    AUTHORIZATION TO USE FIRE DEPARTMENT CAPITAL IMPROVEMENT FUNDS, GRASS FIRE SKID RIG**

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

**I Move** the City of Swartz Creek, at the request of the Fire Chief and recommendation of the Fire Board, approve the expense of \$14,142 from the City – Township Fire Capital Improvement Fund, the expense being for the purchase of a pickup based slide in pump and tank skid unit for grass, field and brush fires, and further, the expense for the unit has been approved by the Township of Clayton and is consistent with the findings and recommendations of the 2007 City – Township Fire Evaluation.

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

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

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

**Resolution No. 111024-8D                    STREET USAGE PERMIT, FIRE DEPARTMENT CHRISTMAS PARADE**

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

**I Move** the City of Swartz Creek accept the Chief of Police's recommendation and approve the Swartz Creek Area Fire Department's Street Usage Application to hold an annual Christmas Parade on Saturday, December 3, 2011 from 6:00 PM to 7:00 PM, route, stipulations and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police

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

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

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

**Resolution No. 111024-8E**

**APPROPRIATION, APPRAISAL FOR MTT APPEAL**

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

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$4,000 plus 10% contingency, to Cook, Pray, Rexroth and Associates of Flint Michigan, for an appraisal of Apple Creek Station Apartments, funds to be taken from 101 General Fund, to be used in the defense of Piper Realty, dba Apple Creek Station Apartments & Townhouses v. City of Swartz Creek, Michigan Tax Tribunal.

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday October 10, 2011 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 10/10/2011**

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.

Councilmembers Absent: Shumaker.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar.

Others Present: Boots Abrams, Bob Plumb, Tommy Butler, Jim Florence, Steve Shumaker, Ron Schultz.

**Resolution No. 111010-01**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Krueger

**I Move** the Swartz Creek City Council hereby excuse Councilmember Shumaker due to previous commitments.

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

NO: None. Motion Declared Carried.

**APPROVAL OF MINUTES**

**Resolution No. 111010-02**

**(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 September 26, 2011, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

## **APPROVAL OF AGENDA**

### **Resolution No. 111010-03**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of October 10, 2011, to be circulated and placed on file.

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

## **REPORTS AND COMMUNICATIONS:**

### **City Manager's Report**

### **Resolution No. 111010-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of October 10, 2011, to be circulated and placed on file.

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

Discussion Took Place.

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

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

Boots Abrams, 5352 Greenleaf Drive, spoke about the Swartz Creek Women's Club fixing the downtown arch. Ms. Abrams stated that the Women's Club has started their scarecrow contest. Ms. Abrams asked what can be done about the signs in the right of way near the Art Guild. City Manager Bueche advised that it is on his list of things to be done this week.

Tommy Butler, 40 Somerset, stated that he read an article about stopping the Pledge of Allegiance. Mr. Butler spoke about another article about someone cutting down and stealing a fifty foot bridge.

Jim Florence, 4296 Springbrook, spoke about the Senior Center getting quotes to add more surveillance cameras. Mr. Florence suggested an alarm system that would sound when the power supply was interrupted. Mr. Florence stated that he could probably get the serial numbers for the air conditioning units that were stolen. Mr. Florence spoke about an advertisement in the Swartz Creek View for an M-21 Organics Store. Mr. Florence spoke

about the United Methodist Church having its fifth interdenominational prayer breakfast on October 22.

**COUNCIL BUSINESS:**

**Assessor’s Contract Renewal**

**Resolution No. 111010-05**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek approve an agreement with Landmark Appraisal, of Flint, Michigan, agreement as follows:

**AGREEMENT FOR  
PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this 10<sup>th</sup> day of October, 2011 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Landmark Appraisal Company**, G-3247 Beecher Road, Suite 800, Flint Michigan 48532 (“Landmark”).

**WHEREAS**, the City desires to retain Landmark, as an independent contractor, to perform the duties as its certified assessor; and

**WHEREAS**, Landmark has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

**WHEREAS**, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

**SECTION I: BASIC SERVICES OF LANDMARK**

Landmark shall perform the following service for and on behalf of the City.

**1.1 General Duties:**

Landmark shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Landmark, Landmark and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of Landmark and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Landmark, Landmark and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be



final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

### **1.2 Office Hours:**

During the term hereof, Landmark shall maintain office hours at City Hall at the above address, as follows:

- A. Landmark shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Landmark is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.
- B. If the specified office days of Landmark fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Landmark.

### **1.3 Public Relations/Customer Service:**

Landmark shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Landmark, or wish to speak to Landmark, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Landmark agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Landmark.

### **1.4 New Construction/Loss Adjustment:**

During the term of this Agreement, Landmark shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Landmark's use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Landmark shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties.

### **1.5 Economic Condition Factors (ECF):**

During the term hereof, Landmark shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

### **1.6 "Proposal A" Requirements:**

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;

- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

**1.7 Assessment Roll Preparation and Records:**

Landmark shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Landmark, in cooperation with the City Treasurer, City Clerk and Finance Officer shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

**1.8 Reports:**

The City may require Landmark to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Landmark, under this Agreement. The City shall have the right at any time to require Landmark to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Landmark under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Landmark shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

**1.9 Board of Review:**

Landmark shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

Landmark shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
  - 1. Current picture
  - 2. Sales price versus assessment at time of sale
  - 3. Building permits issued before or after the sale.

Landmark shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

**1.10 Sales and Appraisal Studies:**

Landmark shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

**1.11 Forms:**

Landmark shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

### **1.12 Defense of Appeals:**

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Landmark shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Landmark shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Landmark deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Landmark shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Landmark or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Landmark shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Landmark shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Landmark for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Landmark shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Landmark shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

### **1.13 Reappraisal Program:**

Landmark shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are "uncapped." Maintenance renovations to structures are to be tracked so that said costs can be claimed as "new construction" when property is sold rather than treated as an increase in value that is subject to "uncapping" and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Landmark shall work to meet guidelines and standards of the Tax Commission.

### **1.14 Personal Property Statements, Canvas and Audits:**

Landmark shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Landmark shall conduct a personal property canvas to ensure equity among business owners within the City. Landmark is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

### **1.15 Equalization Increases:**

Landmark shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

**1.16 Land Division Applications:**

Landmark shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

**1.17 Assessor Certification:**

Landmark shall be, and maintain a minimum certification as a Level III Assessor in the State of Michigan.

**1.18 Transportation and Equipment:**

Landmark shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

**1.19 Indemnification/Employment:**

The parties hereto acknowledge that all personnel that may or might be utilized by Landmark in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Landmark and not employees of the City. Landmark shall be responsible for Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Landmark shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Landmark relating to his/her employment by, or as Landmark.

**1.20 Preparation of DDA and Reporting:**

Landmark shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and IFT rolls relating to the designation of properties within the Downtown Development Authority (DDA).

**1.21 Assessor's Recommendations:**

Landmark shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Landmark, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

**1.22 Security of Information:**

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Landmark outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Landmark. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Landmark, but separately or providing same to the City for possession.

### **1.23 Optional Services:**

Landmark is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Landmark to perform such services at a rate of compensation agreed to by separate agreement. Landmark shall, however, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement.

## **SECTION II: TERM OF AGREEMENT**

### **2.1 Contract Period:**

Landmark shall commence performance of the services herein required on November 1, 2011. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2012.

### **2.2 Mutual Right of Termination:**

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

### **2.3 Termination for Cause or Breach:**

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

### **2.4 Notice of Termination:**

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Landmark shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Landmark in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Landmark to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Landmark herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Landmark for any information, materials or documents that are turned over to the City in unusable or altered form.

### **2.5 Amendment/Renegotiation:**

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being October 31, 2010.

## **SECTION III: PAYMENT**

### **3.1 Compensation for Basic Services:**

During the term of this Agreement, the City agrees to pay to Landmark, for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$26,800 yearly (twenty-six thousand, eight hundred dollars). Landmark shall invoice the City an amount equal to \$2,233.33 on a monthly basis, net due 20 days.

The City agrees to review this section on or about May 1, 2012 for an increase in compensation. Employee collective bargaining agreements with the City expire on June 30, 2012 and although no change in revenue is anticipated, the City will consider an increase along with negotiations of the collective bargaining agreements.

### **3.2 Pro-ration of Payments on 90-Day Termination:**

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Landmark to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Landmark and for which no compensation has been received.

## **SECTION IV: CITY RESPONSIBILITIES**

### **4.1 Basic Data:**

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

### **4.2 Office Equipment:**

The City shall provide Landmark with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Landmark will not have exclusive use of such equipment.

Landmark shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Landmark shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Landmark shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Landmark without prior consent of the City.

Landmark agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

### **4.3 Computer:**

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of Landmark as a result of hardware or software malfunction will be replaced at the City's expense.

### **4.4 Map Maintenance/Tax Roll Printing:**

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement.

Landmark shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

**4.5 Office Supplies:**

The City shall provide Landmark with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

**4.6 Existing ECF Areas:**

The City will provide Landmark with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

**4.7 Preparation of DDA and Reporting:**

The Finance Director shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

**4.8 Legal Counsel:**

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

**SECTION V: RE-APPRAISAL, NON-BASIC SERVICES**

**5.1 Additional Services (Pricing/Reappraisal):**

In the event that the City desires to implement some or all of the recommendations made by Landmark as herein contemplated, the City may request and Landmark shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

**5.2 Implementation/Responsibility:**

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Landmark's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

**SECTION VI: MISCELLANEOUS PROVISIONS**

**6.1 Relationship Between City and Assessor:**

In the fulfillment of the services provided herein Landmark and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

**6.2 Indemnification/Insurance:**

Landmark shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Landmark, or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Landmark shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Landmark. Landmark shall, however, have no liability arising out of adjustments to assessments or other actions by Landmark, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Landmark established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Landmark shall be primary to any insurance maintained by the City.

### **6.3 Non-Assignability:**

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Landmark is based in part on the perceived expertise and ability of Landmark, it is agreed that Landmark's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Landmark from employing such employees or agents, as Landmark shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Landmark to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Landmark shall provide the City, at Landmark's expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Landmark for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

### **6.4 Professional Standards:**

Landmark shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Landmark shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Landmark shall work independently.

### **6.5 Ownership of Documents:**

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Landmark, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and



all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Landmark, are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Landmark without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Landmark shall act and preserve the confidentiality of all City documents and data accessed for use in Landmark's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

**6.6 Validity:**

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

**6.7 Survival:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

**6.8 Controlling Law/Venue:**

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

**6.9 Authorization:**

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Landmark Appraisal Company and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF SWARTZ CREEK, MICHIGAN:**

**LANDMARK APPRAISAL CO:**

By: \_\_\_\_\_  
**Richard Abrams, Mayor**

By: \_\_\_\_\_  
**Mark R. MacDermaid, Partner**

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

Approved As To Form  
By Richard J. Figura  
City Attorney

**EXHIBIT "A"**  
**City of Swartz Creek, Charter Provisions, Taxation**

## CHAPTER 9. TAXATION\*

**\*State law references:** General property tax act, MCL 211.1 et seq., MSA 7.1 et seq.

### Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

**State law references:** Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

### Section 9.2. Subjects of taxation--Tax procedure.

(a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.

(b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

**State law references:** Mandatory that Charter provide that subject of taxation for municipal purposes shall be the same as for state, county and school purposes under general law, MCL 117.3(f), MSA 5.2073(f); property subject to taxation, MCL 211.1 et seq., MSA 7.1 et seq.

### Section 9.3. Exemptions.

The power of taxation shall never be surrendered or suspended by any grant or contract to which the city shall be a party. No exemptions from taxation shall be allowed, except such as are expressly required or permitted by law.

**State law references:** Property exempt from taxation, MCL 211.7 et seq., MSA 7.7 et seq.

### Section 9.4. Tax day.

Subject to the exceptions provided or permitted by law, the taxable status of persons and property shall be determined as of the thirty-first day of December, or such other date as may subsequently be required by law, which shall be deemed the tax day. Values on the assessment roll shall be determined according to the facts existing on the tax day for the year for which such roll is made, and no change in the status or location of any such property after that day shall be considered by the Assessor or the Board of Review.

**State law references:** Designation of tax day, MCL 211.2, MSA 7.2; time, place and method of assessment, MCL 211.10 et seq., MSA 7.10 et seq.

### Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

**State law references:** Jeopardy assessment of personal property taxes, MCL 211.691 et seq., MSA 7.51(1) et seq.

Section 9.6. Preparation of the assessment roll.

Prior to the date of the meeting of the Board of Review in each year, the Assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared in accordance with the requirements of law, and may be divided into volumes, which the Assessor shall identify the number for purposes of convenience in handling the assessment roll and for locating properties assessed therein. The attachment of any certificate or warrant required by this chapter to any volume of the roll, either as an assessment roll or as a tax roll, shall constitute the attachment thereof to the entire roll, provided the several volumes are identified in such certificate or warrant. Values of property set forth on the assessment roll shall be determined according to recognized methods of systematic assessment.

**State law references:** Mandatory that Charter provide for preparation of assessment roll, MCL 117.3(i), MSA 5.2073(i); assessment roll, MCL 211.24 et seq., MSA 7.24 et seq.

Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.

(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

**State law references:** Mandatory that Charter provide for a board of review, MCL 117.3(a), MSA 5.2073(a).

Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

**State law references:** Mandatory that Charter provide for meeting of board of review, MCL 117.3(i), MSA 5.2073(i).

Section 9.10. Notice of meetings.

Notice of the time and place of the annual meeting of the Board of Review shall be published by the Assessor not less than one week nor more than three weeks prior thereto.

Section 9.11. Certification of roll.

After the Board of Review has completed its review of the assessment roll, and not later than the Tuesday following the fourth Monday in March, or such other date as may subsequently be required by law, the majority of its members shall sign a certificate to the effect that the same is the assessment roll of the city for the year in which it has been prepared, as approved by the Board of Review, which certificate, when attached to any volume of the roll shall constitute a conclusive presumption of the validity of the entire roll, as provided in Section 9.6 of this chapter. In the event that the Board of Review shall fail or refuse to so review the assessment roll of the city, such roll, as prepared and presented to the Board of Review by the Assessor shall be the assessment roll for the year for which it was prepared and shall stand as though it had been certified by the Board of Review.

**State law references:** Completion of review of assessments prior to first Monday in April required, MCL 211.30a, MSA 7.30(1).

#### Section 9.12. Validity of assessment roll.

Upon the completion of the assessment roll, and from and after midnight ending the last day of the meeting of the Board of Review, or the first Monday in April, whichever date first occurs, it shall be the assessment roll of the city for county, school and city taxes, and for other taxes on real and personal property that may be authorized by law. It shall be presumed by all courts and tribunals to be valid, and shall not be set aside, except for cause set forth by law.

**State law references:** Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i).

#### Section 9.13. Clerk to certify levy.

Within three days after the Council has made the appropriations for the ensuing year, the Clerk shall certify to the Assessor the total amount which the Council determines shall be raised by general ad valorem taxation, together with such other assessments and lawful charges and amounts which the Council requires to be assessed, reassessed, or charged upon the city tax roll against property or persons.

#### Section 9.14. City tax roll.

After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and (2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

#### Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

#### Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

**State law references:** Collection of taxes, MCL 211.44 et seq., MSA 7.87 et seq.

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.  
(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

The Treasurer shall not be required to make personal demand for the payment of taxes but, upon receipt of the city tax roll, he shall forthwith mail a tax statement to each person named in the tax roll, which mailed statement shall be a sufficient demand for the payment of all taxes assessed. Neither the failure on the part of the Treasurer to mail such statement, nor the failure of any person to receive the same, shall invalidate the taxes on the tax roll or release any person or property assessed from the liabilities in this chapter in case of nonpayment.

Section 9.19. Tax payment schedule.

The Council shall provide, by ordinance, the tax payment schedule for city taxes, the times when the same may be paid without the addition of collection fees or interest, and the amount of collection fees and interest to be added thereafter. All amounts collected as collection fees and interest shall be paid into the city's treasury for the use and benefit of the city.

Section 9.20. Failure or refusal to pay personal property tax.

If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

**State law references:** Failure or refusal to pay tax, MCL 211.47, MSA 7.91.

Section 9.21. State, county and school taxes.

For the purposes of assessing and collecting taxes for state, county, and school purposes, the city shall be considered the same as a township and all provisions of law relative to the collection of, and accounting for, such taxes and the penalties and interest thereon shall apply. For the purpose of collection of state, county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

**State law references:** Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i); state law relative to the assessment, levy and collection of taxes, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.22. Protection of city lien.

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf

of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

When the city has acquired any interest in property to protect the city's tax lien thereon, the owner of any interest therein by fee title, as mortgagee, or as vendor or vendee under a land contract, shall have the right to purchase the city's interest therein, upon payment to the city of the amount of money which the city has invested therein in the form of taxes, special assessments, charges, fees, penalties, interest, and costs, paid by the city to protect its title in such property. After the lapse of ninety days after the date that the city acquires title to any such property, the Council may remove the same from the market by determining that such property is needed for and should be devoted to public purposes, naming such purposes, or may sell the same at a price which shall be not less than the market value, as determined.

And further, direct the Mayor and City Clerk to endorse and execute this agreement on behalf of the City.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**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: <del>\$35</del> <del>(\$35)</del>	Non Resident: <del>\$70</del> <del>(\$50)</del>
Pavilion #2	Resident: <del>\$75</del> <del>(\$75)</del>	Non Resident: <del>\$120</del> <del>(\$100)</del>
Pavilion #3	Resident: <del>\$35</del> <del>(\$20)</del>	Non Resident: <del>\$70</del> <del>(\$35)</del>
Pavilion #4	Resident: <del>\$75</del> <del>(\$75)</del>	Non Resident: <del>\$120</del> <del>(\$100)</del>

WINSHALL PARK (Proposed Fees)

Pavilion #1	Resident: <del>\$35</del> <del>(\$35)</del>	Non Resident: <del>\$70</del> <del>(\$50)</del>
Pavilion #2	Resident: <del>\$35</del> <del>(\$35)</del>	Non Resident: <del>\$70</del> <del>(\$50)</del>
Pavilion #3	Resident: <del>\$35</del> <del>(\$35)</del>	Non Resident: <del>\$70</del> <del>(\$50)</del>

\*\*~~(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.

**Motor Pool Auction, Police Vehicles, Pickup Trucks, Dump Truck**

**Resolution No. 111010-08**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek authorize the internet auction, through Bidcorp, for the sale of the following vehicles:

<i>Description</i>	<i>VIN #</i>	<i>Min Reserve</i>
2005 Ford Crown Vic 4Dr. Black Mileage: 79,753	2FAHP71W15X123346	\$2,000
2006 Dodge Charger 4Dr. Black, Mileage: 73,576	2B3KA43G66H511112	\$3,000
1992 Chevy Kodiak Dump Truck, Mileage: 19,131	1GBL7H1P7NJ101576	\$2,000
1991 Chevy GMT400 Pickup Truck, Mileage: 81,425	1GCFC24H3ME182508	\$1,000
1993 Chevy Pickup, Western Plow, Mileage: 79,507	1GCGK24K3PE205535	\$1,500

Discussion Took place.

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

### **Bid Award, Contracted Snow Removal**

**Resolution No. 111010-09**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek accept the low bid of \$343 total, for snow removal as per the specifications set forth in the bid package, and award the work to Snappy Lawn and Landscape of Grand Blanc Michigan, for a period ending May 1, 2013, with the stipulation that Snappy Lawn & Landscape enter into a contractor's agreement with the City.

Discussion Ensued.

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

### **2010-2011 Year End Fiscal Status**

**(Discussion Topic)**

City Manager Bueche gave a brief presentation on the year end final numbers.

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

Boots Abrams, 5352 Greenleaf, spoke about a pavilion that the Women's Club adopted on Holland Drive. Mrs. Abrams invited everyone to go take a look at all of the work that the Club has put into the pavilion.



Tommy Butler, 40 Somerset, questioned whether senior citizens get a discount for the park pavilion rentals. He was advised that currently only not-for-profit groups may request that Council waive the fees. Mr. Butler spoke about surveillance on the air conditioners. Mr. Butler spoke about adding extra fees for ordinance violations, fines, tickets, etc.

Jim Florence, 4296 Springbrook Drive, spoke about being on the Park Board Advisory Committee. Mr. Florence stated that the Park Board has never had any budgeted money for improvements. Mr. Florence spoke about the Seniors cleaning up the tree line on the City Hall property. Mr. Florence asked about impounded drug cars.

Ron Schultz, 4279 Springbrook Drive, wished to compliment whoever took down the signs near Kroger. Mr. Schultz spoke about vandalism that was done in the bathroom at Winshall Park. Mr. Schultz spoke about the Park Board needing money to take care of the parks.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Porath spoke about encouraging some of the City's service groups or youth groups to go around the City on a regular basis and take care of things like signs in the right of way. Mr. Porath questioned when the redistricting needed to be finished. He was advised that the City is waiting for documentation from the State.

Councilmember Hicks spoke about the pavilion on Holland Drive and how much work Boots Abrams put into it. Ms. Hicks requested information on how things are going with the Medical Marijuana.

Councilmember Binder spoke about what recycling items the garbage company will accept.

Boots Abrams spoke up to say that she was just informed that one of the City's election workers, Diane Meier had passed away.

Mayor Abrams expressed how sorry he was to hear of Ms. Meier's passing.

**Adjournment**

**Resolution No. 111010-10**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Krueger

**I Move** the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:53 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

DATE: OCTOBER 17, 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. SEPTEMBER 19, 2011 MEETING:
  
- III. CORRESPONDENCE:
  - A. SEPTEMBER INCIDENT SUMMARY REPORT:
  
- IV. PROFESSIONAL SERVICE REPORTS:
  - A. SEPTEMBER 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
    - 2. Recent repair of Engine 21
  
  - B. 2011 PROPOSED BUDGET APPROVAL STATUS:
    - Swartz Creek approved their portion in November 2010.*
    - Clayton Township:*
      - NOTE: Clayton Township has paid the \$13,078.00 that was withheld. All the money that was owed (that are non-incident related wages) has been paid.*

- C. STATUS REPORT OF FEMA GRANT: Extra batteries have been ordered, which has zeroed out the amount awarded for 2010.
  - D. THERMAL IMAGERS: we are waiting on delivery.
  - E. GRASS 27 SKID UNIT REPLACEMENT: At the time of publication, Clayton Township has it as an agenda item for their October 13 meeting.
  - F. 2012 BUDGET:
  - G. STATION 2 SERGEANT POSITION:
- VII. NEW BUSINESS:
- A. MEMBERS FOR PLACEMENT ON PROBATION: none
  - B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none
  - C. MEMBERS RESIGNING/TERMINATING:
    - 1. Karen Merriam, originally hired June 21, 2004, and was assigned to station
    - 2. Attached is her resignation letter.

**Chief Cole recommends accepting Karen Merriam's resignation effective September 30, 2011.**
  - D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none
  - E.
  - F.
- VIII. GENERAL INFORMATION:
- A. MUNICIPAL BILLINGS for September
  - B. SEPTEMBER BILLS LIST
  - C. Flowers fund balance \$35.00
  - D. Thank you letter from Montrose Fire Administrator Darrell Ellis
  - E.
  - F.
  - G.
  - H.
- IX. OPEN TO THE PUBLIC:
  - X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE):
  - XI. CHAIN OF COMMAND APPEAL TO THE FIRE AUTHORITY:
  - XII. COMMENTS FROM FIRE AUTHORITY MEMBERS:
  - XIII. MEETING ADJOURNMENT:

# REGULAR MEETING

SEPTEMBER

## SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, September 19, 2011. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

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

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

#### Board Members Present:

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

#### Board Members Absent:

- City Representative, Ray Thornton

#### Staff Present:

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

Staff Absent: NONE

#### Others Present:

- Batt. Chief Jack King,
- Sgt. James Barr II
- Firefighter Karen Merriam
- Firefighter Tim McNight

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

- **Resolution 091911-01**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the addition of VIII. G. to the agenda and approve the agenda, as amended.

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

NO: None

Motion declared carried

D. SPECIAL PRESENTATION: NONE

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

A. AUGUST 15, 2011 BOARD MEETING

- **Resolution 091911-02**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the minutes of the August 15, 2011 board meeting, as presented.

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

NO: None

Motion declared carried

### **III. CORRESPONDENCE:**

A. AUGUST INCIDENT SUMMARY REPORT:

- **Resolution 091911-03**

Motion by Rick Derby

Second by Norvel Johnson

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

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

NO: None

Motion declared carried

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

A. AUGUST FINANCIAL STATEMENT:

- **Resolution 091911-04**

Motion by Dave Hurt

Second by Norvel Johnson

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

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

NO: None

Motion declared carried

### **V. COMMITTEE REPORTS:**

A. BY-LAWS COMMITTEE MEETING: NONE

- B. HEALTH & SAFETY COMMITTEE: NONE
- C. PERSONNEL COMMITTEE:
- D. FIRE AGREEMENT COMPLIANCY COMMITTEE:

**VI. OLD BUSINESS**

- A. APPARATUS UPDATE:
  - 1. Monthly report from Batt. Chief King
- B. 2011 BUDGET UPDATE:
  - 1. City: Approved
  - 2. Township: No report.
- C. FEMA GRANT STATUS:
- D. THERMAL IMAGERS:
- E. GRASS 27 SKID UNIT REPLACEMENT:

- **Resolution 091911-05**  
 Motion by Dave Hurt  
 Second by Greg Childers

The SCAFD Board does hereby direct the Chief to contact the municipalities for approval to purchase the Danko emergency Equipment skid unit for a cost of \$14142.00 plus shipping.

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

- F. 2012 BUDGET
- G. STATION 2 LIEUTENANT POSITION:

- **Resolution 091911-06**  
 Motion by Dave Hurt  
 Second by Rick Clolinger

The SCAFD Board does hereby approve the promotion of James Barr II to Lieutenant.

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

- H. POSTING FOR SERGEANT POSITION:

- **Resolution 091911-07**  
 Motion by Dave Hurt  
 Second by Norvel Johnson

The SCAFD Board does hereby approve the posting for a sergeant's position.

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

**VII. NEW BUSINESS**

- A. MEMBER(S) TO BE PLACED ON PROBATION: None
- B. MEMBER TO COME OFF PROBATION: L. Farnsworth

- **Resolution 091911-08**  
 Motion by Dave Hurt  
 Second by Greg Childers

The SCAFD Board does hereby place Leah Farnsworth on regular status with the Swartz Creek Area Fire Department.

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

- C. MEMBERS RESIGNING/TERMINATING: A. Samida

- **Resolution 091911-09**  
 Motion by Norvel Johnson  
 Second by Greg Childers

The SCAFD Board does hereby accept, the resignation of Ann Marie Samida, effective 08/31/2011.

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

- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

**VIII. GENERAL INFORMATION**

- A. MUNICIPAL BILLINGS
- B. AUGUST BILLS LIST
- C. FLOWERS FUND BALANCE IS \$35.00
- D. ORGANIZATIONAL CHART
- E. FRANCES HOMER THANK YOU
- F. STATION OPEN HOUSES 10/02/2011 1PM-4PM
- G. RETIRED PPE LIST FROM CAPT. TABIT

- **Resolution 091911-10**  
 Motion by Dave Hurt  
 Second by Greg Childers

The SCAFD Board does hereby approve the disposal of retired PPE as listed by Capt. Tabit.

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

**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:**

Derby: Congratulations to Barr II and Farnsworth.  
Hurt: None  
Johnson: None  
Childers: Ditto on Derby's comments.  
Clolinger: Ditto  
Messer: Echoes sentiments

**XIII. ADJOURNMENT OF MEETING:**

Meeting adjourned at 7:30 p.m. The next regular meeting will be 10/17/11 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 09/01/2011 through 09/30/2011

Printed: 10/13/2011

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	Prop & Cont Value	No. Resp	Disp. to Enrte. Min.	Prop & Cont Loss	Resp. Min. Savings	Total Hr:Min:Sec
0000098-000 2073 Mill RD	09/01/2011	11:33	12 111 Mutual Aid to Flint Twp.		\$0	15	0.00	\$0	19.00	3:27:00
						COLE, BRENDT J - LIEUTENANT				
0000099-000 416 Cynrthia DR	09/03/2011	18:42	12 111 AMA to Flushing		\$0	20	0.00	\$0	13.00	0:56:00
						Barr, James D - SERGEANT				
0000100-000 4072 S Seymour RD MR Ed Kuzina	09/07/2011	09:00	1 131 Passenger vehicle fire	MR Ed Kuzina	\$0	7	3.00	\$0	6.00	0:38:00
						VanArsdale, Kevin R - SERGEANT				
0000101-000 4101 Sheridan RD Linda Salazar	09/10/2011	13:55	1 154 Dumpster Fire		\$0	16	0.00	\$0	6.00	0:41:00
						KING, JACK L - BATT CHIEF				
0000102-000 9102 Miller RD Kristen Miller(caller)	09/18/2011	11:45	1 671 HazMat release investigation w/no		\$0	13	0.00	\$0	13.00	0:40:00
						KING, JACK L - BATT CHIEF				
0000103-000 10155 Beecher RD MRS Richard Zellers	09/26/2011	08:33	2 445 Arcing wires @ house/tree limbs	MRS Richard Zellers	\$0	13	0.00	\$0	15.00	0:57:00
						COLE, BRENT D - CHIEF				
0000104-000 8474 Chelmsford DR MS Amy Paul	09/26/2011	09:33	1 444 Power line arcing		\$0	13	0.00	\$0	10.00	0:32:00
						KING, JACK L - BATT CHIEF				
0000105-000 Directions EB I 69 EO M13	09/27/2011	19:22	1 650 Vehicle Fire (false)		\$0	21	0.00	\$0	9.00	0:43:00
						KING, JACK L - BATT CHIEF				
0000106-000 320 Terrace DR MR Adam Meyer	09/29/2011	01:43	12 111 Building fire		\$0	14	0.00	\$0	15.00	0:49:00
						Barr, James D - Lieutenant				
0000107-000 2378 S Elms RD MS Thelma Houser	09/30/2011	09:16	2 440 Arcing wires, primary fuse		\$0	6	0.00	\$0	6.00	0:14:00
						MERRIAM, ERIC M - ASSISTANT				
0000108-000 707 N Bridge ST	09/30/2011	15:00	12 111 MA to Linden		\$0	18	8.00	\$0	25.00	3:30:00
						TABIT, STEPHEN D - CAPTAIN/EM				

Incidents by Shift Including Exposures

No. Resp.	Total Hr:Min	Prop & Cont Value	Prop & Cont Loss	Savings	0	1	2	3	4
Totals: 156	13:07:00	\$0	\$0	\$0	1	7	2	1	0

The total number of incidents, including exposure fires is 11.

The number of exposure fires is 0.



SWARTZ CREEK AREA FIRE DEPARTMENT  
Income/Expense Report  
For the Nine Months Ending September 30, 2011

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
<b>Revenues</b>						
3582	OPERATING CONTRIBUTIONS	5,809.50	204,452.87	212,562.00	8,109.13	(0.96)
3583	EQUIPMENT CONTRIBUTIONS	0.00	39,234.00	52,312.00	13,078.00	(0.75)
3628	MISC. INCOME (SUNDRY)	0.00	14.00	0.00	(14.00)	0.00
3630	GRANT INCOME	25,528.00	68,954.00	0.00	(68,954.00)	0.00
3664	INVESTMENT INCOME	11.05	85.32	120.00	34.68	(0.71)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	<b>Total Revenues</b>	<b>31,348.55</b>	<b>312,740.19</b>	<b>264,994.00</b>	<b>(47,746.19)</b>	<b>(1.18)</b>
<b>Expenses</b>						
4703	SOCIAL SECURITY	603.81	11,144.35	10,800.00	(344.35)	1.03
4704	STAFF SALARIES	3,053.28	27,466.73	42,500.00	15,033.27	0.65
4705	MAIN/TRAIN-SALARIES	823.00	7,192.00	10,900.00	3,708.00	0.66
4706	OFFICER SALARIES	1,250.00	9,370.00	15,000.00	5,630.00	0.62
4707	FIREFIGHTERS SALARY	2,766.70	34,580.53	60,000.00	25,419.47	0.58
4708	DEFERRED COMPENSATION	172.00	1,817.00	2,500.00	683.00	0.73
4709	MEDICAL-FIREFIGHTERS	87.00	3,354.84	4,500.00	1,145.16	0.75
4727	OFFICE SUPPLIES	96.16	1,349.55	1,000.00	(349.55)	1.35
4728	BUILDING SUPPLIES	170.15	386.37	700.00	313.63	0.55
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	907.05	5,236.25	8,000.00	2,763.75	0.65
4801	CONTRACT SERVICES	30.00	4,495.00	5,800.00	1,305.00	0.78
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	199.75	2,617.47	3,420.00	802.53	0.77
4910	INSURANCE	(3,021.00)	16,322.00	26,000.00	9,678.00	0.63
4920	UTILITIES	626.49	10,116.33	17,000.00	6,883.67	0.60
4960	EDUCATION & TRAINING	233.06	1,641.70	4,562.00	2,920.30	0.36
4970	OFFICE EQUIPMENT	0.00	160.90	240.00	79.10	0.67
4976	FIRE EQUIPMENT	26,850.00	63,888.00	25,600.00	(38,288.00)	2.50
4978	FIRE EQUIP.-MAINT/REPAIR	3,790.02	12,096.14	24,072.00	11,975.86	0.50
4979	FIRE EQUIPMENT-UPGRADES	0.00	6,235.00	0.00	(6,235.00)	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New 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	161.87	611.82	1,800.00	1,188.18	0.34
4988	COMPUTER SOFTWARE/UPGRADES	192.74	492.74	600.00	107.26	0.82
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	<b>Total Expenses</b>	<b>38,992.08</b>	<b>220,574.72</b>	<b>264,994.00</b>	<b>44,419.28</b>	<b>0.83</b>
	Net Income/<Loss>	(7,643.53)	92,165.47	0.00		
3400	FUND BALANCE-Beginning of Year	0.00	84,126.45	0.00		
	<b>Fund Balance-End of Year</b>	<b>(7,643.53)</b>	<b>176,291.92</b>	<b>0.00</b>		



AS OF: October 13, 2011  
 TO: Swartz Creek Area Fire Authority  
 RECORDED BY: Fire Chief Brent Cole  
 SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service.
12	91 Pumper	Station 1	In service.
16	91 Squad	Station 1	In service. <b>Oct. 3:</b> Replaced engine serpentine belt.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service. <b>Sept. 30:</b> Unit taken to Tri-County to evaluate low power issue. Diagnosis determine it was felt it to be an injector. It was suggested it be taken to C&S Motors because they have more sophisticated diagnostic equipment. C&S indicated they need to vehicle engine to be cool so they can check it. BC King advised he would be taking it over to them once he returns from vacation on October 10. <b>Oct. 10:</b> Unit taken to C&S for evaluation on Oct. 11. <b>Oct. 11:</b> Talked to Brian at C&S. Indicated there are tow injectors that are malfunctioning. The cost to replace them is \$1,520.00. Contacted Chairman Messer and received authorization to proceed. <b>Oct. 12:</b> Advised by Kim the amount to fix unit totaled \$1,564.86, with included parts, labor, shipping and shop supplies.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.

NOTE: Pump maintenance and testing is scheduled for October 26 & 27.

VII, C. 2

September 21, 2011

Chief Cole,

After months of reflection, I have decided to leave the Swartz Creek Area Fire Department effective September 30, 2011. This decision hasn't been easy but I am ready to find a new adventure in my life. My heart isn't in it like it used to be and I don't want to hurt myself or others if I can't be totally focused.

I would like to take this opportunity to say thanks for giving me the chance to accomplish things I never imagined I would. It has been an honor to be a firefighter and an awesome experience. I will always hold this department near and dear to me.

*Karen Merriam*

Karen Merriam



VII, C. 2

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**SWARTZ CREEK AREA FIRE DEPARTMENT**

8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

**INVOICE**

Invoice Number: 101411  
 Invoice Date: Oct 13, 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		10/31/11

Quantity	Item	Description	Unit Price	Amount
122.38	FIRE02	FIRE SERVICE 09/2011	12.09	1,479.98

Subtotal	1,479.98
Sales Tax	
Total Invoice Amount	1,479.98
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,479.98</b>

Check/Credit Memo No:

# SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

# INVOICE

Invoice Number: 101412  
 Invoice Date: Oct 13, 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		10/31/11

Quantity	Item	Description	Unit Price	Amount
144.38	FIRE02	FIRE SERVICE 09/2011	12.15	1,754.10

Subtotal	1,754.10
Sales Tax	
Total Invoice Amount	1,754.10
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,754.10</b>

Check/Credit Memo No:





VIII.D.

**MONTROSE  
TOWNSHIP  
FIRE  
DEPARTMENT**

**11155 Nichols Rd  
Montrose, MI 48457  
Phone - 810-639-7777  
Fax - 810-639-2585**



**Darrell Ellis  
Fire Administrator**

July 21, 2011

Dear Swartz Creek Area Fire Department,

On behalf of the Charter Township of Montrose, Montrose Township Fire Department and the Citizens of the City of Montrose, we would like to express our sincere appreciation for the hard work and professionalism demonstrated by your department in response to our emergency on June 28<sup>th</sup>, 2011 with the fire involving historic buildings in the downtown business district.

This fire is a tragic loss for our community, but it could have been significantly worse. It was quite evident to even the untrained bystander, that the time spent by these dedicated individuals training to handle such a catastrophic event and to work seamlessly side by side in such an organized fashion with 16 departments from three counties was amazing. The firefighters worked tirelessly through the evening and into early morning hours to contain and extinguish the fire. Their complete competence and great effectiveness was essential in the fire suppression.

The outpouring of support has been overwhelming. Please accept our deepest gratitude, and convey to all those who responded that we are truly thankful for the assistance we received in fighting this massive fire.

Sincerely,

Darrell Ellis  
Fire Administrator

Mark Emmendorfer  
Township Supervisor

VIII.D.

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# City of Swartz Creek

## Department of Police

*Chief RICK CLOLINGER*

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

TO: Paul Bueche, City Manager  
FROM: Rick Clolinger, Chief of Police  
DATED: October 20, 2011  
REF: Purchase of Concealable Body Armor (bullet proof vests) and CED's  
(Conducted Energy Devices-Tasers)

Sir,

This correspondence is a request for a Swartz Creek City Council Resolution to purchased concealed body armor (bullet proof vests) for the Police Department. Our current vests were issued in June of 2004 and clearly past the shelf life of 5 years.

Submitted with this report is the bid specification as well as the invitation to bid to 3 listed companies. The Police Department received 2 returned bids by the requested date of March 4, 2011 at 3:00 p.m. The bids were opened on March 4, 2011 at 3:00 p.m. in the Swartz Creek Police Department conference room witnessed by Dorothy MacGillivray and opened by Rick Clolinger and the bid tabulation sheet is submitted with this report with the lowest bidder of \$629.00 total for each vest to the business of Great Lakes Emergency Products LLC at 3444 Breeze Point Ct., Linden MI 48451.

The purchase has been delayed, awaiting a response from the Department of Justice Grant for the 2011 bullet proof vests partnership. This department was notified on October 13, 2011 that we had been awarded the Grant which pays 50% of the cost of the bullet proof vests purchased within this fiscal year.

This department also had applied for a Grant from the 100 Club of Flint and received an award of \$2,000.00 on June 22, 2010 from the 100 Club to be placed towards the purchase of bullet proof vests.

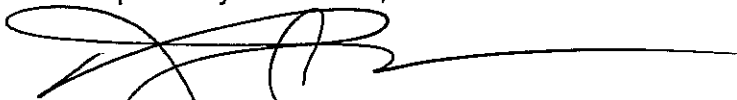
The following would be a cost break down, the total cost for 14 bullet proof vests including shipping will be \$8,764.72. Upon payment of the bullet proof vests a reimbursement from the Bureau of Justice Assistance for 50% of the total cost which would be a reimbursement to the City of Swartz Creek of \$4,382.36. After payment has been made the invoice shall be submitted to the 100 Club of Flint for reimbursement of \$2,000.00 which will leave a remaining cost to the city for the purchase of bullet proof vests of \$2, 382.36.

R/O would also request a resolution from the Swartz Creek City Council for the purchase of CED's (referred to as Conducted Energy Devices, lay terms of Taser). This department request to purchase three X2 Taser Devices from Michigan Taser Distributing located in South Lyon Michigan. The total cost for the tasers as well as the cartridges, shipping and handling will be a total cost of \$4,011.83. It should be noted that the manufacturer is a sole source manufacturer being Taser International Distributors and that are distributed by Michigan Taser Distributing. A copy of the bid sheet as well as additional information is submitted with this report.

It should also be noted that this department is currently updating the Swartz Creek Police Department Rules and Regulations as it relates to its force policy and use of tasers. Upon the completion of these Rules and Regulations a copy will be submitted to the Swartz Creek City Council for a passage of resolution adopting these policies. These policies will be completed and adopted prior to any issuance of a taser within the Swartz Creek Police Department.

If I can be of any further assistance in these two purchases, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Rick Clolinger', with a long horizontal line extending to the right.

Chief Rick Clolinger  
City of Swartz Creek



BID TABULATON SHEET

Date: 3-4-2011

Time: 3PM

Opened at: Conf. Room - Sw. Cr. Police Dept.

Opened by: Rick Clolinger  
 Witness: Dorothy Mac Gillyvray

Bidding for: Concealable Body Armor

Name and address of bidder	Bid Amount	Remarks
Great Lakes Emergency Products LLC 3444 Breeze Pointe Ct Linden Me 48451	✓ 629. <sup>00</sup>	
Protective Products 1649 NW 136 Avenue Sunrise Florida 33323	675. <sup>00</sup>	



**Notice: Critical Program Information** (Click here.)

- Bulletproof Vest Partnership**
- LOGIN
- 3 EASY STEPS
- GETTING STARTED
- PROGRAM RESOURCES
- OTHER RESOURCES
- FAQs
- Body Armor Safety Initiative**
- NEWS
- CURRENT ACTIVITIES
- OFFICIAL STATEMENTS
- SUMMIT INFORMATION
- BODY ARMOR RESOURCES
- FAQs

## Bulletproof Vest Partnership



The **Bulletproof Vest Partnership (BVP)**, created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with \$277 million in federal funds committed to support the purchase of an estimated 800,000 vests. The Office of Justice Programs' Bureau of Justice Assistance (BJA) administers the BVP Program.

**New:** The Bureau of Justice Assistance is pleased to announce the Fiscal Year 2011 BVP funds are available for use. The FY 2011 award funds may be used for the latest National Institute of Justice (NIJ) compliant armored vests which are ordered on or after April 1, 2011. The deadline to request payments from the FY 2011 award funds is August 31, 2013, or until all available 2011 awards funds have been requested.

The complete list of FY 2011 BVP awards can be viewed [here](#).

**NEW! UPDATED Mandatory Wear FAQs**

## Body Armor Safety Initiative



**Body Armor Safety Initiative - An Initiative of U.S. Department of Justice.** In response to concerns from the law enforcement community, the Department of Justice (DOJ) announced an initiative to address the reliability of body armor used by law enforcement personnel and to examine the future of bullet-resistant technology and testing. As part of this initiative, the National Institute of Justice (NIJ) has examined Zylon®-based bullet-resistant vests (both new and used) and is reviewing the process by which bullet-resistant vests are certified.

**Body Armor Labels: When In Doubt .... Check It Out** ([Click here for additional information](#))

**NEW 04/07/2011: NIJ Body Armor Advisory Notice**

- [Galls model AIIAF \(Apr. 1, 2011\)](#)
- [Galls model CIIAF \(Apr. 1, 2011\)](#)
- [PACA model AIIF \(Apr. 1, 2011\)](#)
- [Galls model AIIF \(Apr. 1, 2011\)](#)
- [Galls model AIIF \(Apr. 1, 2011\)](#)
- [PACA model CIIAF \(Apr. 1, 2011\)](#)



Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email [vests@usdoj.gov](mailto:vests@usdoj.gov).

For additional information regarding this new BVP program requirement, click [here](#).

**BVP 50% Match Waiver:** Jurisdictions with 2009 and 2010 BVP award funds may request a financial hardship waiver during the payment request process and receive up to 100% of the cost of each vest submitted for reimbursement. Previously, a jurisdiction was only able to request up to 50% the cost of a vest with their available BVP funds. Jurisdictions requesting a waiver of the 50% match requirement may not use BVP funds toward the purchase of any vest with a total unit cost greater than \$1,200; excluding taxes, shipping and handling fees (if any) to maximize funding for all eligible jurisdictions. All standard BVP vest requirements apply to the eligible vest types.

**Note:** BVP Program participants that have not as yet received, any units of the above listed models of body armor, should contact the manufacturer immediately.

## **Previous National Institute of Justice Body Armor Alerts**

**12/22/2010:**

- [Pacific Safety Products, Inc. Model 06UG2A8H](#)
- [GH Armor Systems Model 06UG2A8H](#)

**5/28/2008:**

- [Model TBL II S6XF](#)
- [Model MF34F-06](#)
- [Model NFORCE II S6XF-06](#)

**8/25/2008:** [New National Institute of Justice Body Armor Standard 0101.06](#)

**2/20/2008:** [Bullet-Resistant Body Armor Models Removed from NIJ Body Armor List](#)

[National Institute of Justice Body Armor Safety Initiative Website](#)

[Body Armor Safety Initiative Archive](#)

\*\*All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).

Additionally, jurisdictions requesting a waiver have to meet criteria of financial or natural disaster hardship. The jurisdictions have to cite the source of their financial hardship during the waiver request process. Jurisdictions will be expected to keep documentation substantiating the financial hardship for four years and realize the waiver requests are open to Bureau of Justice Assistance and Office of the Inspector General audits.

Finally, all applicant jurisdictions, requesting a waiver of the 50% match, are required to certify that the jurisdiction's Chief Executive Officer formally accepts the request for the waiver and confirms the waiver justification provided. The certification must list the highest elected official from the requesting jurisdiction in order to be approved.

**Notice - Check Prior Year BVP Funds:** Prior to completing an application for FY 2011 BVP funds, it is strongly recommended that prior year participants log into the BVP system and check for prior year BVP fund balances and the "de-obligation date"/use expiration date for each year's funds. In some instances the use of prior year funds had been extended. All "Requests for Payments" must be submitted to the BVP system on or before the "de-obligation date" or the funds will be considered expired and will no longer be available.

The complete list of FY 2010 BVP awards can be viewed [here](#).

Historical BVP award information for FY 1999 through the FY 2009 can be accessed [here](#)

# City of Swartz Creek

Department of Police

*Chief Rick C. Clolinger*

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: **(810)-635-4401**

Fax: **(810)-635-3728**

February 8, 2011

Lee Osborne  
Great Lakes Emergency Products  
3444 Breeze Point Ct  
Linden, MI 48116-1828

## **RE: INVITATION TO BID**

City of Swartz Creek Police Department seeks bids for the purchase of at least sixteen (16) and no more than twenty-five (25) soft and concealable body armor vests, as set forth by virtue of the specifications within:

### **SPECIFICATION:**

1. Protective Products, Series DX-11 (NIJ Threat Level II) to include soft trauma pac and 6 x 8 Speed Plate
2. Two (2) carriers per vest.
3. Any and all additional cost associated with at least two (2) trips to the City of Swartz Creek Police Department by an approved representative of Protective Products, for the purpose of custom measuring and fitting.

All materials shall be new, unused, and without flaws which adversely affect appearance, durability and function.

The thread for all stitching shall be Kevlar, TEX 105, with a minimum of 5 stitches per inch.

1.5" Heat loop activated woven hook pieces must be utilized to suspend the armor panels inside the carrier system, to prevent sagging.

Successful bidder must guarantee proper fit of each vest to measured wearer.

If requested successful bidder shall present evidence of having met stated terms and quality standards.

All bids shall provide terms of payment

All bids shall include a delivery estimate from date of order

The City of Swartz Creek reserves the right to wave any irregularities and accept or reject any or all bids submitted.

All bids shall be submitted to: **Ballistic Vest Bid  
Chief Rick Clolinger  
Swartz Creek Police Department  
8100-A Civic Drive  
Swartz Creek, MI 48473**

All bids must be received no later than: **Friday, March 4, 2011 at 3:00 P.M. at which time the bids will be opened.**

Questions may be directed to Lt. Rick DeShano at the telephone number below or at [rdeshano@cityofswartzcreek.org](mailto:rdeshano@cityofswartzcreek.org).

# Great Lakes Emergency Products, LLC

3444 Breeze Pointe Ct.

Linden, MI 48451

(810) 836-1423 Fax # (810) 714-2695

[www.glep.net](http://www.glep.net)

# Quote

Date	Quote #
2/21/2011	11040

Name / Address

Swartz Creek PD  
8100-A Civic Drive  
Swartz Creek, MI  
48473

Ship To

Swartz Creek PD  
8100-A Civic Drive  
Swartz Creek, MI  
48473

Project	Terms	Rep	Other	FOB
	Net 30	L.O.		

Description	Qty	U/M	Rate	Total
Python DX Level II, 2-SX Carriers, Soft Trauma Pack, 6x8 Speed Plate  *Onsite fitting *30-45 day delivery  **Bid pricing based on 16-25 vests.**	1		629.00	629.00

<b>Subtotal</b>	\$629.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	<b>\$629.00</b>







# City of Swartz Creek

Department of Police

**Chief Rick C. Clolinger**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

February 8, 2011

Keith Wallaker  
Cruisers Emergency Equipment  
988 Rickett Road  
Brighton, MI 48116-1828

## **RE: INVITATION TO BID**

City of Swartz Creek Police Department seeks sealed bids for the purchase of at least sixteen (16) and no more than twenty-five (25) soft and concealable body armor vests, as set forth by virtue of the specifications within:

### **SPECIFICATION:**

1. Protective Products, Series DX-11 (NIJ Threat Level II) to include soft trauma pac and 6 x 8 Speed Plate
2. Two (2) carriers per vest.
3. Any and all additional cost associated with at least two (2) trips to the City of Swartz Creek Police Department by an approved representative of Protective Products, for the purpose of custom measuring and fitting.

**TERMS:**

All materials shall be new, unused, and without flaws which adversely affect appearance, durability and function.

The thread for all stitching shall be Kevlar, TEX 105, with a minimum of 5 stitches per inch.

1.5" Heat loop activated woven hook pieces must be utilized to suspend the armor panels inside the carrier system, to prevent sagging.

Successful bidder must guarantee proper fit of each vest measured to wearer.

If requested, successful bidder shall present evidence of having met stated terms and quality standards.

All bids shall provide terms of payment

All bids shall include a delivery estimate from date of order

The City of Swartz Creek reserves the right to wave any irregularities and accept or reject any or all bids submitted.

All bids shall be submitted to: **Ballistic Vest Bid  
Chief Rick Clolinger  
Swartz Creek Police Department  
8100-A Civic Drive  
Swartz Creek, MI 48473**

All bids must be received no later than: **Friday, March 4, 2011 at 3:00 P.M. at which time the bids will be opened.**

Questions may be directed to Lt. Rick DeShano at the telephone number below or at [rdeshano@cityofswartzcreek.org](mailto:rdeshano@cityofswartzcreek.org).

# City of Swartz Creek

## Department of Police

**Chief Rick C. Clolinger**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: **(810)-635-4401**

Fax: **(810)-635-3728**

February 8, 2011

Lee Osborne  
Great Lakes Emergency Products  
3444 Breeze Point Ct  
Linden, MI 48116-1828

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# City of Swartz Creek

## Department of Police

**Chief Rick C. Clolinger**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: **(810)-635-4401**

Fax: **(810)-635-3728**

February 8, 2011

Justin Van Stee  
Protective Products Enterprises  
1649 Northwest 136<sup>th</sup> Avenue  
Sunrise, FL 33323

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# City of Swartz Creek

## Department of Police

8100-A Civic Drive  
Swartz Creek, Michigan 48473  
(810)-635-4401 Fax: (810)-635-3728

### MEMORANDUM

To: Chief Rick Clolinger

From: Lt. Rick DeShano

Date: 12-January-2011

Re: **Concealable Body Armor Technical Specifications**

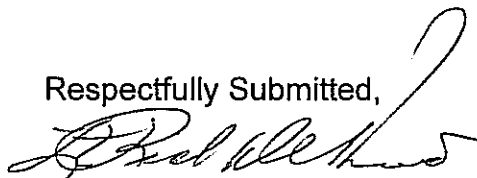
Reporting Officer has received a copy of the technical specifications of the concealable body armor that the Michigan State Police have determined best suit the needs of the Michigan Department of State Police. MSP plans to invite suppliers to submit competitive bids meeting these specifications some time during 2011. A specific bid date has not been set.

Attached to this report is a copy of those Technical Specifications as well as a detailed description of the scope of the investigation conducted by the Michigan State Police to determine these specifications. Reporting Officer is satisfied that the product described on the attached specification sheet will provide adequate body armor protection for the officers of this Department.

Since the suggested life expectancy of the Department issued body armor currently provided to our officers expired in 2010, it is recommended that the Department not wait to piggy back on the Sate contract but rather invite supplies to submit bids directly to the City of Swartz Creek, using the attached Specifications, performance standards and material descriptions.

Reporting Officer requests that the bid let process begin as soon as possible since a \$2,000.00 vest grant awarded by the One Hundred Club of Flint, has a 24 month expiration deadline.

Respectfully Submitted,



Lt. Rick DeShano



PROTECTIVE PRODUCTS

**DX-II  
DX SERIES**

In accordance with  
NIJ Standard-0101.06 Dated July 2008

**SOFT BODY ARMOR SPECIFICATION**

# EDN0038

REV: 031210



**11. TECHNICAL SPECIFICATIONS:**

<b>MANUFACTURER</b>	Protective Products
<b>SERIES</b>	DX
<b>NIJ MODEL #</b>	DX-II
<b>NIJ THREAT LEVEL</b>	II
<b>NIJ CERTIFICATION SIZES</b>	C1 – C5
<b>BALLISTIC MATERIAL</b>	Twaron / Dyneema
<b>WEIGHT</b>	.83 psf
<b>THINNESS</b>	.19 in (4.83mm)
<b>DRY v50 – 9mm 124gr FMJ</b>	1720 ft/s (524m/s)
<b>DRY v05 – 9mm 124gr FMJ</b>	1581 ft/s (482m/s)
<b>COND. v50 – 9mm 124gr FMJ</b>	1625 ft/s (495m/s)
<b>DRY v50 – 357mag 158gr JSP</b>	1653 ft/s (504m/s)
<b>DRY v05 – 357mag 158gr JSP</b>	1518 ft/s (463m/s)
<b>COND. v50 – 357mag 158gr JSP</b>	1536 ft/s (468m/s)
<b>WET P-BFS Avg. – 9mm 124gr FMJ</b>	31.6 mm
<b>WET P-BFS Avg. – 357mag 158gr JSP</b>	33.9 mm

*Protective Products warrants that the above mentioned NIJ Model meets the designated threat level.*





<p><b>DX-II</b></p> <p><b>DX SERIES</b></p> <p>In accordance with NIJ Standard-0101.06 Dated July 2008</p>
<p><b>SOFT BODY ARMOR SPECIFICATION</b></p> <p># EDN0038</p> <p>REV: 031210</p>
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  </div> <div style="text-align: center;">  </div> </div>

**12. SPECIAL THREAT RESULTS:**

<b>DRY v50 – 9mm SXT 127gr +P+</b>	<b>1604 ft/s (489m/s)</b>
<b>WET P-BFS Avg. – 9mm SXT 127gr +P+</b>	<b>31.6 mm @ 1340 ft/s +/-30</b>
<b>DRY v50 – 357sig 125gr GDHP</b>	<b>1642 ft/s (500m/s)</b>
<b>WET P-BFS Avg.– 357sig 125gr GDHP</b>	<b>31 mm @ 1470 ft/s +/-30</b>
<b>*WET v50 - 2gr RCC</b>	<b>2710 ft/s (826m/s)</b>
<b>*WET v50 - 4gr RCC</b>	<b>2424 ft/s (739m/s)</b>
<b>*WET v50 - 16gr RCC</b>	<b>2047 ft/s (624m/s)</b>
<b>*DRY v50 - 17gr FSP</b>	<b>1912 ft/s (583m/s)</b>
<b>*WET v50 - 64gr RCC</b>	<b>1644 ft/s (501m/s)</b>

\*Tested in accordance with CO/PD 00-02H



PROTECTIVE PRODUCTS

**DX-II**  
**DX SERIES**

In accordance with  
NIJ Standard-0101.06 Dated July 2008

**SOFT BODY ARMOR SPECIFICATION**

# EDN0038

REV: 031210



1. **SCOPE:**

1.1. This specification fully describes the minimum requirements for furnishing concealable, bullet resistant, soft body armor. The intent is to purchase state of the art concealable body armor with optimum protection and wearability. The soft body armor alone shall provide a minimum of threat level II ballistic protection as described by the National Institute of Justice's (NIJ) Standard-0101.06 dated July 2008 and be available in sizes C1 – C5. All armor provided must be in complete compliance with this specification, as well as provide compliance to the NIJ Standard for both labeling and ballistic performance. Only vests manufactured entirely in the United States will be accepted. Those vests that have any portion of the manufacturing process done outside the United States will be rejected.

2. **BALLISTIC PANEL CONSTRUCTION**

2.1. The ballistic panels shall be constructed of Woven Twaron (Para-Aramid Fiber – manufactured by Teijin Aramid High Performance Fabrics) and Dyneema (Ultra High Molecular Weight Polyethylene – manufactured by DSM). The department has selected these materials; any bids, which represent products manufactured from other materials, shall be rejected.

2.1.1. It is the intent of the agency to procure the lightest weight Level II armor available in relation to areal density; therefore, the vest must not exceed 13.28oz. (.83lb.) per square foot.

3. **BALLISTIC PANEL COVER MATERIAL**

3.1. Each ballistic panel shall be covered in 100% weldable urethane laminated 200 denier nylon.

4. **BALLISTIC PANEL PERFORMANCE**

4.1. Each bidder must submit the summary of results for both P-BFS and BL testing reports for the vest being offered. The v50's must be performed in accordance with NIJ Standard-0101.06. All tests must be performed on clay backings by independent testing facilities approved by the NIJ. The purpose of the test is to establish a "benchmark" v50 and assure the quality of the combined ballistic materials lot by lot. Subsequent test results must remain within +/- 6%, the normal statistical variation for v50 testing and remain within these limits for the five year service life of the vest.



PROTECTIVE PRODUCTS

**DX-II**

**DX SERIES**

In accordance with  
NIJ Standard-0101.06 Dated July 2008

**SOFT BODY ARMOR SPECIFICATION**

# EDN0038

REV: 031210



5. **OTHER MATERIALS:**

5.1. All materials shall be new, unused, and without flaws which adversely affect appearance, durability and function.

5.1.1. **Thread** - The thread for all stitching shall be Kevlar, TEX 105, with a minimum of 5 stitches per inch.

5.1.2. **Loop Fasteners** – 1.5" Heat loop activated woven hook pieces must be utilized to suspend the armor panels inside the carrier system to prevent sagging.

6. **VEST IDENTIFICATION LABELS:**

6.1. Vests shall be labeled in accordance with NIJ Standard-0101.06. The label material shall be suitable to assure that the label itself shall withstand wear and/or laundering. The label shall remain readable during the guaranteed life of the outer shell and ballistic panels.

7. **LEVEL OF BALLISTIC PROTECTION:**

7.1. Each garment provided under this document shall provide **Type II** ballistic impact protection against both penetration and serious bodily injury as defined by NIJ Standard-0101.06. Each garment submitted shall be approved by the NIJ and Body Armor Compliance Testing Program.

8. **VENDOR QUALITY ASSURANCE PROGRAM:**

8.1. Successful manufacturer shall maintain a quality control system in accordance with ISO9001:2008 standards. Proof of registration is required. The quality assurance program must insure appropriate levels of quality throughout all areas of contract performance. This program provides for the prevention and early detection of discrepancies and for timely and positive corrective action.

9. **PRODUCT LIABILITY INSURANCE:**

9.1. Upon award successful manufacturer shall provide proof of having product liability insurance in the amount of twenty-five million dollars prior to the date of bid opening and shall remain in effect for the duration of the contract.

10. **MINIMUM REQUIREMENTS:**

10.1. The specifications described herein shall be deemed the minimum standards acceptable by this agency. Any discrepancies or deviations from these specifications shall be furnished in a separate document, listed in order and have reference to page and paragraph. This document will be submitted with the completed bid package.

# City of Swartz Creek

## Department of Police

Chief **RICK CLOLINGER**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

TO: Paul Bueche, City Manager  
FROM: Rick Clolinger, Chief of Police  
DATED: October 20, 2011  
REF: Purchase of Concealable Body Armor (bullet proof vests) and CED's  
(Conducted Energy Devices-Tasers)

Sir,

This correspondence is a request for a Swartz Creek City Council Resolution to purchased concealed body armor (bullet proof vests) for the Police Department. Our current vests were issued in June of 2004 and clearly past the shelf life of 5 years.

Submitted with this report is the bid specification as well as the invitation to bid to 3 listed companies. The Police Department received 2 returned bids by the requested date of March 4, 2011 at 3:00 p.m. The bids were opened on March 4, 2011 at 3:00 p.m. in the Swartz Creek Police Department conference room witnessed by Dorothy MacGillivray and opened by Rick Clolinger and the bid tabulation sheet is submitted with this report with the lowest bidder of \$629.00 total for each vest to the business of Great Lakes Emergency Products LLC at 3444 Breeze Point Ct., Linden MI 48451.

The purchase has been delayed, awaiting a response from the Department of Justice Grant for the 2011 bullet proof vests partnership. This department was notified on October 13, 2011 that we had been awarded the Grant which pays 50% of the cost of the bullet proof vests purchased within this fiscal year.

This department also had applied for a Grant from the 100 Club of Flint and received an award of \$2,000.00 on June 22, 2010 from the 100 Club to be placed towards the purchase of bullet proof vests.

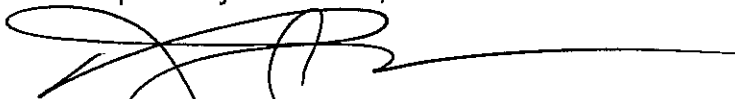
The following would be a cost break down, the total cost for 14 bullet proof vests including shipping will be \$8,764.72. Upon payment of the bullet proof vests a reimbursement from the Bureau of Justice Assistance for 50% of the total cost which would be a reimbursement to the City of Swartz Creek of \$4,382.36. After payment has been made the invoice shall be submitted to the 100 Club of Flint for reimbursement of \$2,000.00 which will leave a remaining cost to the city for the purchase of bullet proof vests of \$2, 382.36.

R/O would also request a resolution from the Swartz Creek City Council for the purchase of CED's (referred to as Conducted Energy Devices, lay terms of Taser). This department request to purchase three X2 Taser Devices from Michigan Taser Distributing located in South Lyon Michigan. The total cost for the tasers as well as the cartridges, shipping and handling will be a total cost of \$4,011.83. It should be noted that the manufacturer is a sole source manufacturer being Taser International Distributors and that are distributed by Michigan Taser Distributing. A copy of the bid sheet as well as additional information is submitted with this report.

It should also be noted that this department is currently updating the Swartz Creek Police Department Rules and Regulations as it relates to its force policy and use of tasers. Upon the completion of these Rules and Regulations a copy will be submitted to the Swartz Creek City Council for a passage of resolution adopting these policies. These policies will be completed and adopted prior to any issuance of a taser within the Swartz Creek Police Department.

If I can be of any further assistance in these two purchases, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Rick Clolinger', with a long horizontal line extending to the right.

Chief Rick Clolinger  
City of Swartz Creek

# TASER® X2™

Immediate Backup Shot In A Small Compact Size



Because Two Shots Are Better Than One

**Backup Shot** miss recovery & multiple target engagement

**Compact Size** small, lightweight & made for everyday carry



# TASER



## X2™ ECD BENEFITS

### HIGH PERFORMANCE



#### ■ DUAL LASERS

Takes the guess work out of aiming.



#### ■ CROSS-CONNECT

Provides 6 different dart configurations in case of a missed shot.



#### ■ PERFORMANCE POWER MAGAZINE

Provides more than 500 firings.



#### ■ WEATHER PROOF

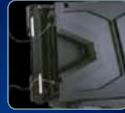
Greater resistance to rain, humidity and other elements.



#### ■ SELF DIAGNOSTICS

Tells you if the device is healthy or has a problem.

### MORE EFFECTIVE



#### ■ BACKUP SHOT

Recover from missed shots or engage multiple targets.



#### ■ WARNING ARC

Helps prevent conflict from escalating.



#### ■ CURRENT METERING

Measures and accurately delivers the precise amount of current.



📍 17800 North 85th Street  
Scottsdale, AZ 85255  
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✉ [GrantHelp@TASER.com](mailto:GrantHelp@TASER.com)

☎ 800.978.2737 – Toll Free  
☎ 480.991.0797 – Direct  
☎ 480.991.0791 – Fax

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MPC0133 REV A



# Michigan Taser Distributing

10422 Londonderry Dr.  
 South Lyon, MI 48178

Office Fax #  
 248-446-0373 248-446-0378

www.michigantaser.com

## BID

Date	BID #
6/20/2011	2046

Name / Address
Swartz Creek Police Department Chief Rick Clolinger 8100-A Civic Drive Swartz Creek, Michigan 48473

Item	Description	Qty	Cost	Total
22003	X2, Yellow, Electronic Control Device, Does not include Battery	3	950.00	2,850.00
22010	X2, Performance Power Magazine, PPM	3	49.95	149.85
22500	X2, Bladetect, RH Holster	3	59.95	179.85
22150	X2, 15' Live Smart Cartridge	12	26.95	323.40
22151	X2, 25' Live Smart Cartridge	10	28.95	289.50
22013	X2 Dataport Download Kit	1	159.95	159.95
S & H	Shipping & Handling, (1.5% <\$5,000.00, 1% >\$5,000.00) **\$7.50 Min.**		59.28	59.28
22014	***optional*** X2, 4-Year Extended Warranty	0	299.99	0.00

Customer Message	<b>Total</b>	\$4,011.83
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**Acceptance Of Proposal**  
 All prices, specifications and terms are satisfactory and are hereby accepted.

**Shipping & Handling charges on net invoice price;**  
 1.5% <\$5,000.00, 1% >\$5,000.00, (\$7.50 min.)

**TERMS: NET 10 DAYS \*\*\*\*\* ALL SALES ARE FINAL**

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



# City of Swartz Creek

## Department of Police

8100-A Civic Drive  
Swartz Creek, Michigan 48473  
(810)-635-4401 Fax: (810)-635-3728

### MEMORANDUM

To: Chief Rick Clolinger

From: Lt. Rick DeShano

Date: 21-Sep-11

Re: **Purchase of Taser X2**

Sir,

As you are aware, there have been at least 3 incidents in the recent past in which a lone Swartz Creek Police Officer, while responding to calls for service, found himself in a physical altercation with violent individuals prior to back up assistance arriving. In one incident the individual was under the influence of drugs and was running from the scene of an assault when he charged and assaulted the responding officer, a second subject was actively and severely beating a spouse and refused the officer's order to cease, requiring the lone officer to physically engaged the suspect to prevent further injury to the victim. The third incident involved an officer who suddenly came face to face with a felony fugitive who had feloniously assaulted a police officer in a prior incident. This subject was with family members at the time of the encounter and only the presence of the officer's K-9 partner prevented the family's intervention during the stand off.

An increasing disregard for authority is reflected in a national trend of violence toward police officers. According the National Law Enforcement Officer's Memorial Fund, murder of police officers in 2011, to date is up 26% over the same period last year. These incidents and statistics bear out that it is imperative that we provide our officers with every possible tool to protect themselves and the citizens of Swartz Creek. To that end, I present the following for your consideration:

- A study release in June of 2011 by United States Department of Justice (attached) reaffirms that the use of Conducted Energy Devices (Tasers) by police officers, significantly reduces the chances of injury to both the officer and the suspect. Additionally, current research does not support a substantially increased risk of cardiac arrhythmia in field situations, even if the CED darts strike the front of the chest.

Based on the report referenced above and the incidents previously described, I am recommending and requesting that the officers of the Swartz Creek Police Department be trained in the use of Conducted Energy Devices (CED'S) and thereafter, be issued the devices to be carried as part of the standard equipment issued by the department.

After conducting research of CED's and comparing the devices capabilities against the most likely incident to be encountered by SCPD officers, I am recommending the purchase of the "Taser X2" device, manufactured by "Taser International Corporation", headquartered in Scottsdale, AR. The Taser X2 offers specific advantages over other Taser products, most notably: Immediate back up shots, Dual Laser lights, Compact Size, Extended Battery Life among other options (see option spread sheet attached) .

Should purchase of the devices be approved, it is my recommendation that the Department initially purchase two Taser X2 devices and suggest that at least one additional device be purchased as budget funds allow. Attached is a Bid sheet from Michigan Taser Distributing. The bid includes pricing for 4 devices and associated, necessary attachments. I will obtain a new Bid from MTD once a decision is made regarding the purchase and number of devices. It should be noted that Taser International is the sole source manufacturer of the Taser X2 device and sets pricing for their products. The products themselves however, are purchased through Taser International Distributors. (See Sole source Manufacturer document, attached)

The department currently has 2 certified Taser instructors and therefore could initiate training at any time following the purchase and arrival of the devices.

Should you require additional information, please advise.

# DOJ Releases Reports on TASER Technology

SCOTTSDALE, Ariz. — The National Institute of Justice (NIJ) — the research, development and evaluation agency of the U.S. Department of Justice (DOJ) — has released two key new reports from multi-year studies of Electronic Control Devices (ECDs) also known as Conducted Energy Devices (CEDs): "Police Use of Force, Tasers and Other Less-Lethal Weapons," and "Study of Deaths Following Electro Muscular Disruption."

According to the NIJ, the findings from the two studies will help law enforcement make decisions about using ECDs. In one study, researchers surveyed agencies across the country about a range of use of force issues. They found that these devices can reduce injuries. The other study was conducted by a panel of medical experts who examined why individuals died after exposure to an ECD during encounters with law enforcement. It found that that ECDs do not pose a significant risk for induced cardiac dysrhythmia in humans when deployed reasonably and that these devices are as safe, or safer, than other means of subdual.

Select findings from the "*Study of Deaths Following Electro Muscular Disruption*" include the following:

- The literature suggests a substantial safety margin with respect to the use of CEDs when they are used according to manufacturer's instructions.
- CED use is associated with a significantly lower risk of injury than physical force, so it should be considered as an alternative in situations that would otherwise result in the application of physical force.
- There is currently no medical evidence that CEDs pose a significant risk for induced cardiac dysrhythmia in humans when deployed reasonably.
- Additionally, current research does not support a substantially increased risk of cardiac arrhythmia in field situations, even if the CED darts strike the front of the chest.
- The panel does recognize that CED use involving the area of the chest in front of the heart area is not totally risk-free; current research does not support a substantially increased risk of cardiac dysrhythmia in field situations from anterior chest CED dart penetrations.
- All evidence suggests that the use of CEDs carries with it a risk as low as or lower than most alternatives.

The following are summaries of the "*In Police Use of Force, Tasers and Other Less-Lethal Weapons*:"

- Researchers analyzed 25,000 use of force incidents from 12 large local law enforcement agencies. The study found that when officers used force of any kind,

injury rates to citizens ranged from 17 to 64 percent, while officer injury rates ranged from 10 to 20 percent. The use of physical force (hands, feet, fists) by officers increased the odds of injury to officers and suspects alike. However, the use of pepper spray and CEDs decreased the likelihood of suspect injury by 65 and 70 percent respectively.

- Researchers further analyzed the experiences of several specific law enforcement agencies to learn how introducing CEDs affected injury rates, reviewing use of force information from police departments in Austin, Texas and Orlando, Florida. This approach tracked injuries before and after CED introduction and included more than 10,000 use of force incidents from the two agencies. A large drop in injury rates for suspects and officers alike occurred in both cities following CED introduction.
- The researchers noted that good policies and training would require that officers evaluate the age, size, sex, apparent physical capabilities and health concerns of a suspect before using a CED. In addition, policies and training should prohibit CED use in the presence of flammable liquids or in circumstances where falling would pose unreasonable risks to the suspect such as in elevated areas or adjacent to traffic. Policies and training should also address the use of CEDs on suspects who are handcuffed or otherwise restrained, and should either prohibit their use outright or limit them to clearly defined, aggravated circumstances.

"The findings from these two multi-year NIJ studies contribute greatly to the significant body of independent research and analysis concerning the safety of TASER<sup>®</sup> electronic control devices," commented Steve Tuttle, Vice President of Communications for TASER International. "We applaud the extensive work conducted by the independent panelists, authors and the Department of Justice."

# Michigan Taser Distributing

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# BID

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6/20/2011	2046

Name / Address
Swartz Creek Police Department Chief Rick Clolinger 8100-A Civic Drive Swartz Creek, Michigan 48473

Item	Description	Qty	Cost	Total
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22010	X2, Performance Power Magazine, PPM	4	49.95	199.80
22500	X2, Bladetect, RH Holster	4	59.95	239.80
22150	X2, 15' Live Smart Cartridge	16	26.95	431.20
22151	X2, 25' Live Smart Cartridge	10	28.95	289.50
22013	X2 Dataport Download Kit	1	159.95	159.95
S & H	Shipping & Handling, (1.5% <\$5,000.00, 1% >\$5,000.00) **\$7.50 Min.**		51.20	51.20
22014	***optional*** X2, 4-Year Extended Warranty	0	299.99	0.00

Customer Message	<b>Total</b>	\$5,171.45
------------------	--------------	------------

**Acceptance Of Proposal**  
All prices, specifications and terms are satisfactory and are hereby accepted.

Shipping & Handling charges on net invoice price;  
1.5% <\$5,000.00, 1% >\$5,000.00, (\$7.50 min.)

**TERMS: NET 10 DAYS \*\*\*\*\* ALL SALES ARE FINAL**

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



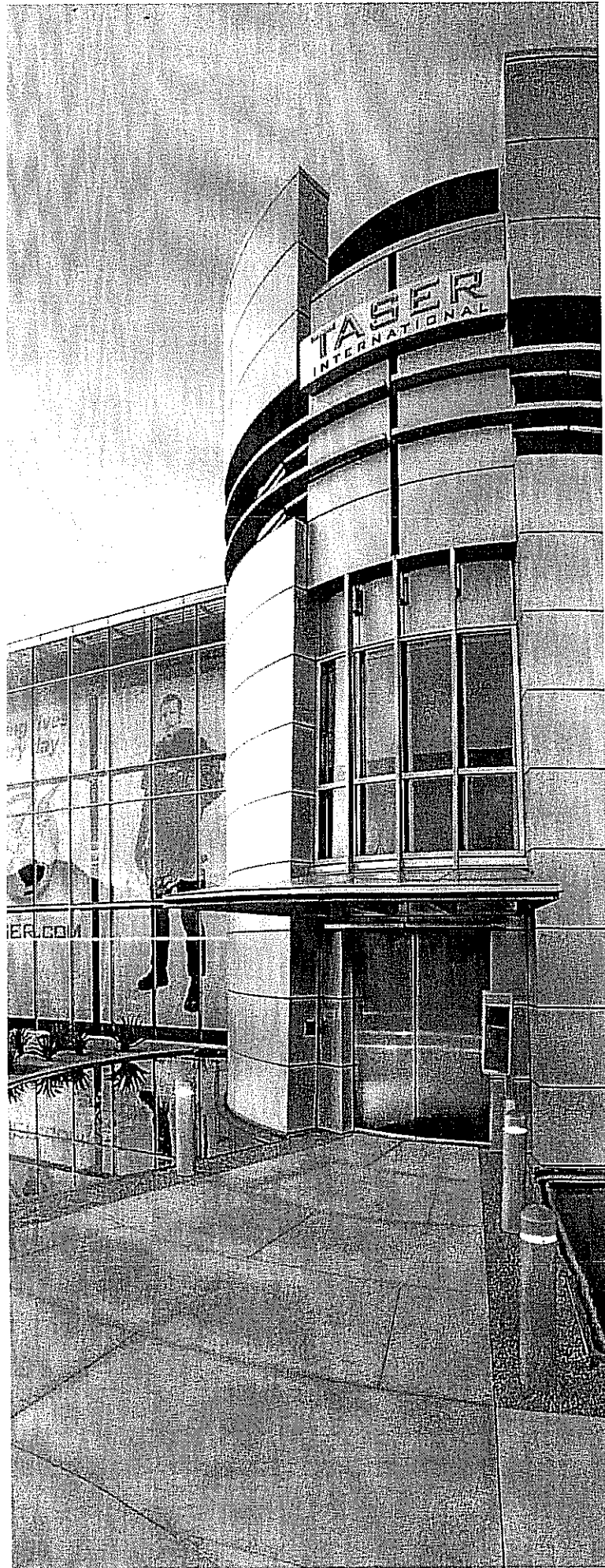
17800 N. 85th St. \* Scottsdale, Arizona \* 85255 \* 1-480-991-0797 \* Fax 1-480-991-0791 \* www.taser.com

August 3, 2011

## SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER® products:

- Electronic control devices (ECDs):
  1. TASER X2™ Models 22002, and 22003.
  2. TASER X3® Models 33209, and 33210.
  3. TASER X26™ Models 26000, 26001, 26003, 26004, 26005, 26006, 26011, 26012, 26013, 26014, 26015, 26016, 26017, 26018, 26019, 26020, 26021, 26022, 26023, 26024, 26025, 26026, 26027, 26028, 26300, 26301, 26303, 26304, 26305, 26306, 26311, 26312, 26313, 26314, 26315, 26316, 26317, 26318, 26319, 26320, 26321, 26322, 26323, 26324, 26325, 26326, 26327, and 26328.
  4. TASER X3W™ Models 33228, 33229.
- TASER ECD cartridges (applicable cartridges are required for the X26™ ECD, M26™ ECD and Shockwave™ ECD to function in the probe deployment mode):
  1. 15-foot Model 34200;
  2. 21-foot Model 44200;
  3. 25-foot Model 44205; and
  4. 35-foot Model 44206.
- TASER Smart™ cartridges (the Smart cartridges are required for the X3® and X3W™ ECD to function in the probe deployment mode):
  1. 15-foot Model 33100
  2. 25-foot Model 33101; and
  3. 35-foot Model 33203.
- TASER Smart™ cartridges compatible with both the X2™ and X3® ECDs:
  1. 15-foot Model 22151;
  2. 25-foot Model 22100; and
  3. 35-foot Model 22152
- TASER@CAM™, Model 26750 (full video and audio) and 26753 (full video and **NO** audio). This accessory item can be downloaded by USB with the TASER CAM™ Download Kit, Model 26737.
- TASER eXtended Range Electronic Projectile (XREP®), Models 50002 and 50005. TASER International's XREP® rounds may be fired by the TASER X12™ Less Lethal Shotgun (LLS) by Mossberg, manufactured by Mossberg®, TASER Model 50024.
- TASER Shockwave™, Models 90012, 90011, 90013, and 90010. The TASER Shockwave™ ECD runs off of a Shockwave Power Magazine (SPM), Model 90007.
- Power Modules for X26™: Digital Power Magazine (DPM) Model 26700, eXtended Digital Power Magazine (XDPM) model 26701 and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.
- Power Modules for X2™: Performance Power Magazine (PPM) Model 22010, Tactical Performance Power Magazine (TPPM) Model 22012, Automatic Shut-Down Power Magazine (APPM) Model 22012.



Feature Function	X26	X2	X3
Backup Shot		✓	✓
Compact Size	✓	✓	
Extended Battery Life		✓	✓
Dual LASERs		✓	✓
Warning Arc		✓	✓
Cross-Connect		✓	✓
Self-Diagnostics		✓	✓
Water Resistant		✓	✓
Current Metering		✓	✓
TASER CAM	✓	✓	
Static Resistant Cartridge		✓	✓
Audible Warning (APPM)		✓	
Internet Updateable		✓	✓
Range Adjusted LASERs			✓
Rotational Pulse		✓	✓
Trilogy Logs		✓	✓
Flashlight	✓	✓	✓
Independent Fire Control		✓	✓
Rail Mount	✓	✓	✓
Semi-Mode	✓	✓	✓
Manual Mode		✓	✓

**PLEASE NOTE:**

The information contained in this document is a preliminary offering. For the most current information, please visit [TASER.COM](http://www.TASER.COM).

**ADDRESS**  
 17800 North 85th Street  
 Scottsdale, AZ 85255

**WEBSITE**  
[www.TASER.com](http://www.TASER.com)

**EMAIL**  
[Sales@TASER.com](mailto:Sales@TASER.com)  
[Questions@TASER.com](mailto:Questions@TASER.com)  
[GrantHelp@TASER.com](mailto:GrantHelp@TASER.com)

**PHONE & FAX**  
 800.978.2737 – Toll Free  
 480.991.0797 – Direct  
 480.991.0791 – Fax



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ANT014-REV A

# TASER ECDs

Prevent Conflict.

**Protect Life.**

Resolve Disputes.

#### PROTECT LIVES

More Than 75,000 Live Saved from Potential Death or Serious Injury

#### PROTECT OFFICERS

Reduction In Officer Injury Rates by up to 80%

#### PROTECT THE COMMUNITY

Reduction in Officer-Involved Shootings by up to 100%

#### PROTECT YOUR BUDGET

Over \$25,000,000 In Liability Savings

#### PROTECT YOUR AGENCY

More Than 300 Major Medical and Scientific Studies on the TASER ECD, Makes it the Most Studied Police Tool Ever Deployed



# TASER

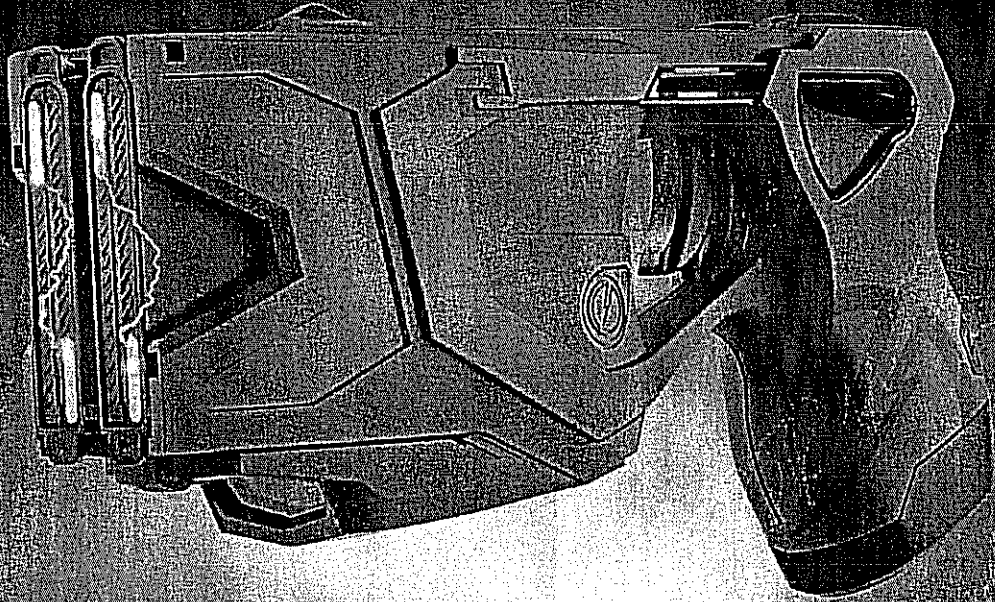
PROTECT LIFE





# TASER X2™

Immediate Backup Shot In A Small Compact Size



Because Two Shots Are Better Than One

**Backup Shot** miss recovery & multiple target engagement

**Compact Size** small, lightweight & made for everyday carry



# TASER

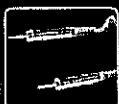
## X2™ ECD BENEFITS

### HIGH PERFORMANCE



#### ■ DUAL LASERS

Takes the guess work out of aiming.



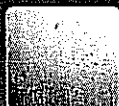
#### ■ CROSS-CONNECT

Provides 6 different dart configurations in case of a missed shot.



#### ■ PERFORMANCE POWER MAGAZINE

Provides more than 500 firings.



#### ■ WEATHER PROOF

Greater resistance to rain, humidity and other elements.



#### ■ SELF DIAGNOSTICS

Tells you if the device is healthy or has a problem.

### MORE EFFECTIVE



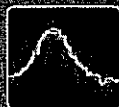
#### ■ BACKUP SHOT

Recover from missed shots or engage multiple targets.



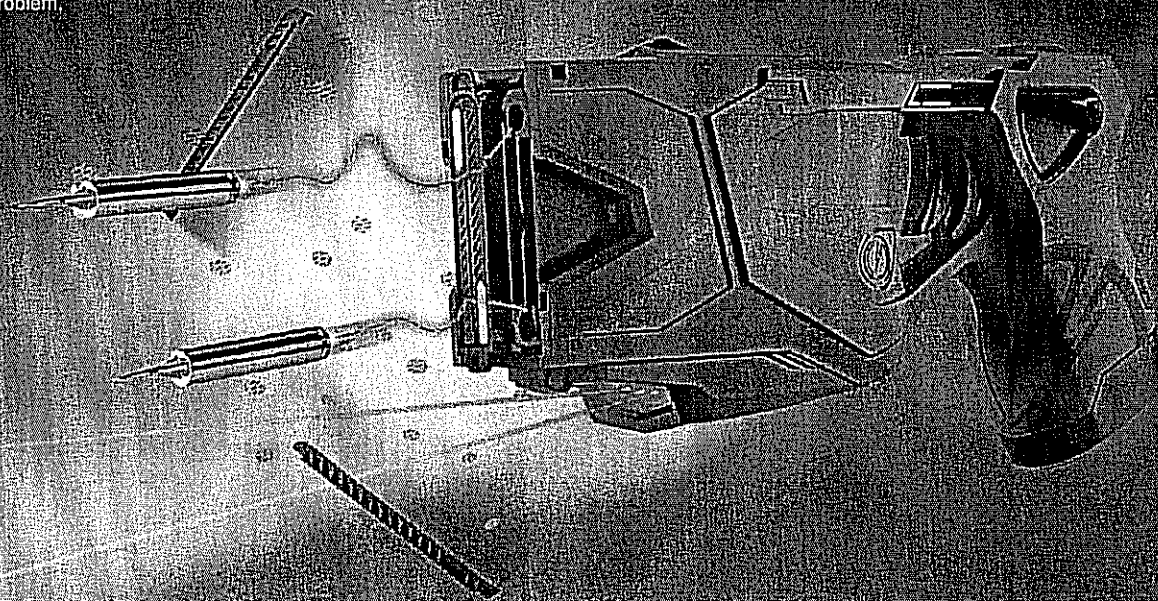
#### ■ WARNING ARC

Helps prevent conflict from escalating.



#### ■ CURRENT METERING

Measures and accurately delivers the precise amount of current.



📍 17800 North 85th Street  
Scottsdale, AZ 85255  
🌐 [www.TASER.com](http://www.TASER.com) — Website

✉ [Sales@TASER.com](mailto:Sales@TASER.com)  
✉ [Questions@TASER.com](mailto:Questions@TASER.com)  
✉ [GrantHelp@TASER.com](mailto:GrantHelp@TASER.com)

☎ 800.978.2737 — Toll Free  
☎ 480.991.0797 — Direct  
☎ 480.991.0797 — Fax

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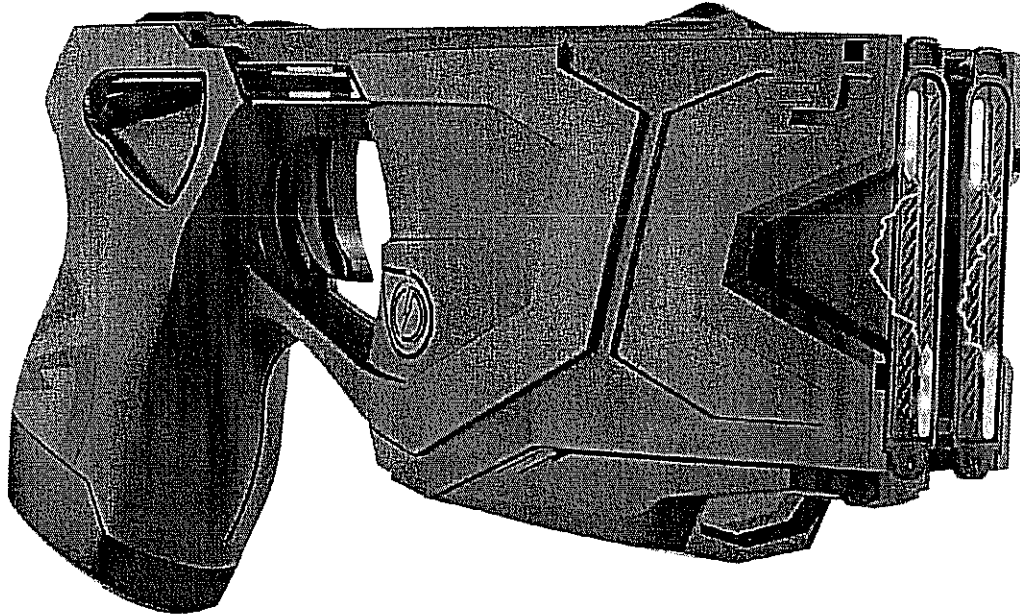
MPC0133 REV A





# X2™

Compact



**2**  
SHOT

**DUAL  
LASER  
SIGHTS**

**CURRENT  
METERING**

**WARNING  
ARC**

**ADVANCED  
DATA LOGS**

*Patents U.S. 9,078,117, 9,636,413, 9,994,299, 7,075,770, 7,110,970, 7,149,762 and other patents pending.*

**Paul Bueche**

---

**From:** Chief Brent Cole [bdcole@scafd.com]  
**Sent:** Friday, October 14, 2011 7:46 AM  
**To:** Paul Bueche  
**Subject:** Skid Unit

Paul,  
Clayton Township approved their half of the grass skid unit at their meeting last night. If you plan on placing the topic on the October 24 City council agenda, I will plan to attend in case there are any questions.

As far as the budget & agreement, I believe they plan on addressing them at a special meeting. I have it down as Monday, November 7, starting at 1700. I got a mixed message when one of the trustee indicated November 8, so I will want to confirm the date to be sure. Sepanak mentioned he felt approval of the 2011 fire budget should be a "no brainer" a couple of times during the meeting.

I believe the SC Woman's Club meeting is November 1 at the United Methodist Church, but I'm going to send Martha Owens an email, with CC to you, to confirm this with a time.

Thanks,  
Brent

The Swartz Creek Area Fire Department is requesting sealed bids for a slide in pump/tank unit for grass/field/brush fire operations.

Your proposal shall include freight/delivery charges to our location and must be valid for a minimum of 120 days. The proposal must also include warranty information and who will provide service to the unit in the event of needed repairs.

Any questions regarding this request for proposal shall be directed to Fire Chief Brent Cole at 810-635-2300 Monday thru Friday 8AM to 1PM within 3 days of your receipt of this request.

Sealed bids shall be received no later than August 9, 2011, via certified mail to:  
 Swartz Creek Area Fire Department  
 Grass Rig Skid Unit Sealed Bid  
 8100-B Civic Dr.  
 Swartz Creek MI 48473

and will be opened at the Fire Board meeting scheduled for August 15, 2011.

The Swartz Creek Area Fire Department reserves the right to accept or reject any or all quotes/bids at their sole discretion with or without notice or explanation.

The unit will be placed in service in a 1979 Dodge 1 ton dually. The truck has front 4500 GVWR and rear 7500 GVWR. The payload capacity is 4150 lbs. The truck is equipped with a utility body. The dimensions inside the body are 8ft 10 inches long, 4ft 1 inch wide and 24 inches high.

Any information that supports your compliance shall be included in your proposal. The unit shall meet all of the following requirements.

<b>TANK</b>	Compliance Yes	Compliance No
The tank and pump shall be mounted on a platform that allows for proper drainage and ventilation to prevent rust or corrosion to the truck body.		
The tank shall be a 300 gallon lifetime warranted baffled poly tank. There shall be baffles from side to side and front to back inside the water tank. The tank shall have a sump on the bottom of the tank for tank-to-pump plumbing or suction and be designed to allow the maximum amount of water to be used with losing prime. There shall be a 1 inch drain plug for the purpose of draining the tank, located at the rear. The tank shall have a combination fill tower / overflow pipe that allows proper venting of the tank during pumping and tank filling operations and will dump excess water. There shall be a 4 level 12V water gauge, (full, ¾, ½, empty).		
The bottom of the tank shall be flat so no holes are required to be cut in the apparatus body.		

<b>Engine and Pump</b>	Compliance Yes	Compliance No
<p>The pump shall be a Waterous centrifugal capable of 150 gpm at 100 psi or as close as possible based on the pump model. The pump shall have two (2) 3 inch pressure gauges, 1 intake and 1 discharge mounted on the pump panel. It shall be driven by an air cooled, electric start, 4 stroke, Honda engine with recoil back up that has the appropriate horsepower to sufficiently operate the pump at its maximum gpm and psi ratings. It shall include and exhaust primer. The 12V power shall come from the vehicle's electrical system, and all cables, circuit breakers or fuses shall be included. The engine shall be mounted in a fashion that facilitates easy periodic maintenance including but not limited to oil and filter changes.</p>		
<p>The tank to pump (suction side of the pump) shall be plumbed with 2½ inch hose or flexible pipe capable of suction without collapsing and resist vibration. There shall be a 2½ inch quarter turn valve located between the tank and pump. This plumbing shall also serve as the pump inlet and terminate at the rear of the unit with a 2½ inch female NST swivel with cap and plug. This fitting shall have a screen to prevent debris from being taken into the pump or tank. There shall be a 2½ inch quarter turn valve located between the inlet and the pump to bypass the pump and directly fill the tank.</p>		
<p>The pump shall have the following discharges. There shall be one (1) 1 inch valve outlet that is plumbed to the hose reel. There shall be two (2) 1 inch valve outlets that terminate toward the rear of the unit with 1 inch male NST threads and cap and chain. There shall be one (1) 1 ½ inch valve outlet that terminates toward the rear of the unit with 1 ½ inch NST male threads and cap and chain. There shall be one (1) 1 inch valve discharge that is plumbed into the tank for the purpose of tank fill and pump cooling/recirculation.</p>		
<b>Hose and Reel</b>	Compliance Yes	Compliance No
<p>There shall be 1 pre-plumbed electric rewind reel on the top of the water tank mounted as close to the rear of the tank as possible. The reel shall have 3 way rollers to facilitate using the hose from the driver and passenger side of the vehicle. This reel shall be equipped with an electric shut off to prevent accidental rewind as well as a manual rewind feature in the event of electrical failure. The reel shall be plumbed from the pump to reel with 1 inch ID hose to prevent vibration from the engine/pump. There shall be 1 driver and 1 passenger side rewind switch included that can be mounted on the sides of the apparatus near the reel. The reel shall hold 150ft of 1 inch rubber booster hose with a 30 gpm adjustable pattern nozzle with a flush feature. The hose and nozzle shall have the appropriate 1inch NST fittings.</p>		

<b>General</b>	Compliance Yes	Compliance No
The unit shall be manufactured with hooks, eyes or any other means that facilitate raising and lowering the unit from above without any disassembly or damage.		
All valves shall be quarter turn FIRE SERVICE valves. Industrial valves are not acceptable.		
All internal plumbing and fittings shall be corrosion resistant. Any exposed metal shall be either painted or hard coat anodized to prevent external rust or corrosion.		
There shall be a minimum 3 gallon external fuel tank to supply the engine.		
There shall be (1) 12V utility light that illuminates the pump area.		
All valves and engine controls shall be labeled for easy identification. Engine controls shall be mounted on a pump panel made of stainless steel or aluminum and consist of throttle, choke, and start/stop switch. Intake and pressure gauges shall be mounted on this panel also.		
There shall be a hose bed mounted on the top front of the water tank that will allow stretching hose from the driver or passenger side of the vehicle. The hose bed shall be capable of holding 500 ft of 1 inch double jacketed forestry hose and cover the entire width of the water tank. If this hose bed will not fit on top of the tank from left to right, the hose reel may be offset towards the passenger side of the tank to allow room for a the hose bed (with same dimensions) to run from front to rear of the tank. This deviation must be noted in your proposal and the layout must be accepted by us to be considered compliant.		
The skid unit must be able to be transferred into another vehicle in the future whether it is another utility body or standard bed pick up truck without any modifications to the truck or skid unit.		



## Chief Brent Cole

---

**From:** scafd4105@comcast.net  
**Sent:** Thursday, September 01, 2011 23:05  
**To:** Cole, Chief; Tabit, Steve  
**Subject:** skid info

Chief

Below are my comments and recommendations regarding the replacement skid unit for 27. Please contact AC Merriam for his input.

None of the vendors matched all the requirements. Given that, I believe we should consider deviation, however not in the major components of the unit (tank pump and engine). Poly tanks have a lifetime warranty. Honda engines are proven and have a good history with us and they can be serviced locally. Waterous pumps have been around forever and we should have no problems getting parts in the future. In the past we have had problems getting service on proprietary units if the company goes out of business.

### **RKO \$16,050**

RKO's unit looks the best out of all the proposals; however their quote is the highest. They obviously take pride in the appearance of their units. They are a government contractor, which should indicate that they make a solid product.

RKO did not meet the requirements for the engine, they quoted a Koehler.

### **Apollo \$13,912**

Apollo's quote did not include and prints, photos or diagrams for their proposed unit. They did include photos of all the pieces they intend on assembling at their facility. They do indicate that they will install the unit at their facility and it is included in the quote. I'm not clear on if we will have to take the unit back to them when it needs to be transferred to another chassis in the future.

Apollo did not meet the engine requirement; they quoted a Briggs and Stratton.

### **Time Emergency \$13,727**

Time Emergency did not provide any prints, photos, or diagrams for their proposed unit. Based on the manufacturer of the pump, I believe they are quoting a CET unit that is available on line.

Time Emergency did not meet the pump requirement; they quoted a CET pump (proprietary model).

### **Danko \$14,142 Recommended purchase**

Danko is the only vendor that met all of the major component requirements and submitted a very comprehensive proposal.. They are not the low bid but the bottom three quotes are all within \$400.00 of each other and the highest quote is over by \$2000.00. Their proposal clearly lists all exceptions and they are minor. They include:

Stainless steel parts will not be painted.

No intake pressure gauge.

Tank to pump plumbing is 2" rather than 2 ½". That should be sufficient for a 150gpm pump.

The engine will not have a recoil back up.

The Danko proposal includes photos of a similar unit and a preliminary blueprint of our proposed unit along with countless references; something none of the other vendors did.

I believe the Danko Brushwaker XL proposal met our requirements to the best of their abilities and will suit our needs at a reasonable expense.

---

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 10.0.1392 / Virus Database: 1520/3880 - Release Date: 09/06/11

DATE: SEPTEMBER 19, 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. AUGUST 15, 2011 MEETING:
  
- III. CORRESPONDENCE:
  - A. AUGUST INCIDENT SUMMARY REPORT:
  
- IV. PROFESSIONAL SERVICE REPORTS:
  - A. AUGUST 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
    - 2. Recent tire replacement done.
  
  - B. 2011 PROPOSED BUDGET APPROVAL STATUS:  
*Swartz Creek approved their portion in November 2010.*  
*Clayton Township:*

C. STATUS REPORT OF FEMA GRANT:

1. Turn out gear has been received.
2. There is \$591.00 left over from all the equipment purchased. Chief Cole will be ordering enough 800 portable batteries (since this is allowed if the purchases of equipment do not exceed \$5,000.00 and are related to what was already purchased). Cost per battery when ordering 7 is \$88.07 each. Total would be \$616.49 + shipping. Minus the \$591.00 grant amount left over, cost to the SCAFD would be \$25.49 + \$14.00 shipping for a total of \$39.49. A payment request for \$591.00 has been submitted to FEMA before proceeded with ordering.

D. THERMAL IMAGERS: Captain Tabit has been directed to order them. Grant funding amount of \$4,620.00 was received from ABATE of Michigan - Region 20 (Biking For Burns). The Hundred Club of Flint will reimburse \$3,000.00 from the canceled check. The Swartz Creek Area Firefighters have funding of \$1,979.00 available when needed. The balance of \$7,111.00 will be taken from line item 4976. Delivery is expect within 5-6 weeks.

E. GRASS 27 SKID UNIT REPLACEMENT: Attached are comments and a recommendation from Captain Tabit.

**Chief Cole requests permission to contact the City of Swartz Creek and Charter Township of Clayton to request approval to purchase the Danko Emergency Equipment custom skid unit (Brushwacker XL) for a total \$14,142.00 including shipping.**

F. 2012 BUDGET:

G. STATION 2 LIEUTENANT POSITION:

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION: none

B. MEMBERS ELIGIBLE TO COME OFF PROBATION:

1. Leah Farnsworth, hired September 20, 2010, is assigned to station 1. Leah has completed the requirements of his probationary status.

**Chief Cole recommends placement of Leah Farnsworth on regular status with the Swartz Creek Area Fire Department.**

C. MEMBERS RESIGNING/TERMINATING:

1. Firefighter Ann Samida, submitted her resignation (attached) effective September 5, 2011, to take a job as a Phoenix Fire/Medic. Ann was originally hired May 17, 2004. Ann was assigned to station 2.

**Chief Cole recommends accepting Ann Samida's resignation effective September 5, 2011.**

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E.

F.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for August
- B. AUGUST BILLS LIST
- C. Flowers fund balance \$35.00
- D. Organizational Chart effective September 13, 2011.
- E. Thank you card from Frances Homer
- F. Station Open Houses are scheduled for October 2, from 1PM to 4PM
- G.
- H.

IX. OPEN TO THE PUBLIC:

- X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE:
- XI. CHAIN OF COMMAND APPEAL TO THE FIRE AUTHORITY:
- XII. COMMENTS FROM FIRE AUTHORITY MEMBERS:
- XIII. MEETING ADJOURNMENT:

CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: 10/20 2011

SPONSOR ORGANIZATION SWARTZ CREEK AREA FIREFIGHTERS INC.

AUTHORIZED REPRESENTATIVE: JAMES BOWERS, BRENT COLE

WORK ADDRESS: 8100-B CIVIC DR. HOME ADDRESS: 11360 W. CORUNNA RD.

PHONE NO: WORK (810) 635-2300 HOME: ( ) CELL: (810) 293-2478

TYPE OF EVENT:  PARADE\* (DRAW ROUTE ON ATTACHED MAP)  
 CARNIVAL  CRAFT SHOW  
 STREET DANCE  CONCERT  
 OTHER: \_\_\_\_\_

DATE OF EVENT: 12/03/11 TIME OF EVENT: FROM: 600 AM  PM  
TO: 700 AM  PM

ESTIMATED NUMBER OF PARTICIPANTS: UNKNOWN

ROADS REQUESTED TO BE CLOSED: \*\* PLEASE REVIEW ATTACHED MAP.

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, it's officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

For: SWARTZ CREEK AREA FIREFIGHTERS (Organization) By: BRENT COLE (Authorized Representative)

APPROVED BY: [Signature] (Chief of Police) 10-20-11

APPROVED:  
Chief Rick Ciolino  
City of Swartz Creek

\* The throwing of any item(s) from any vehicle during the course of parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

\*\*The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

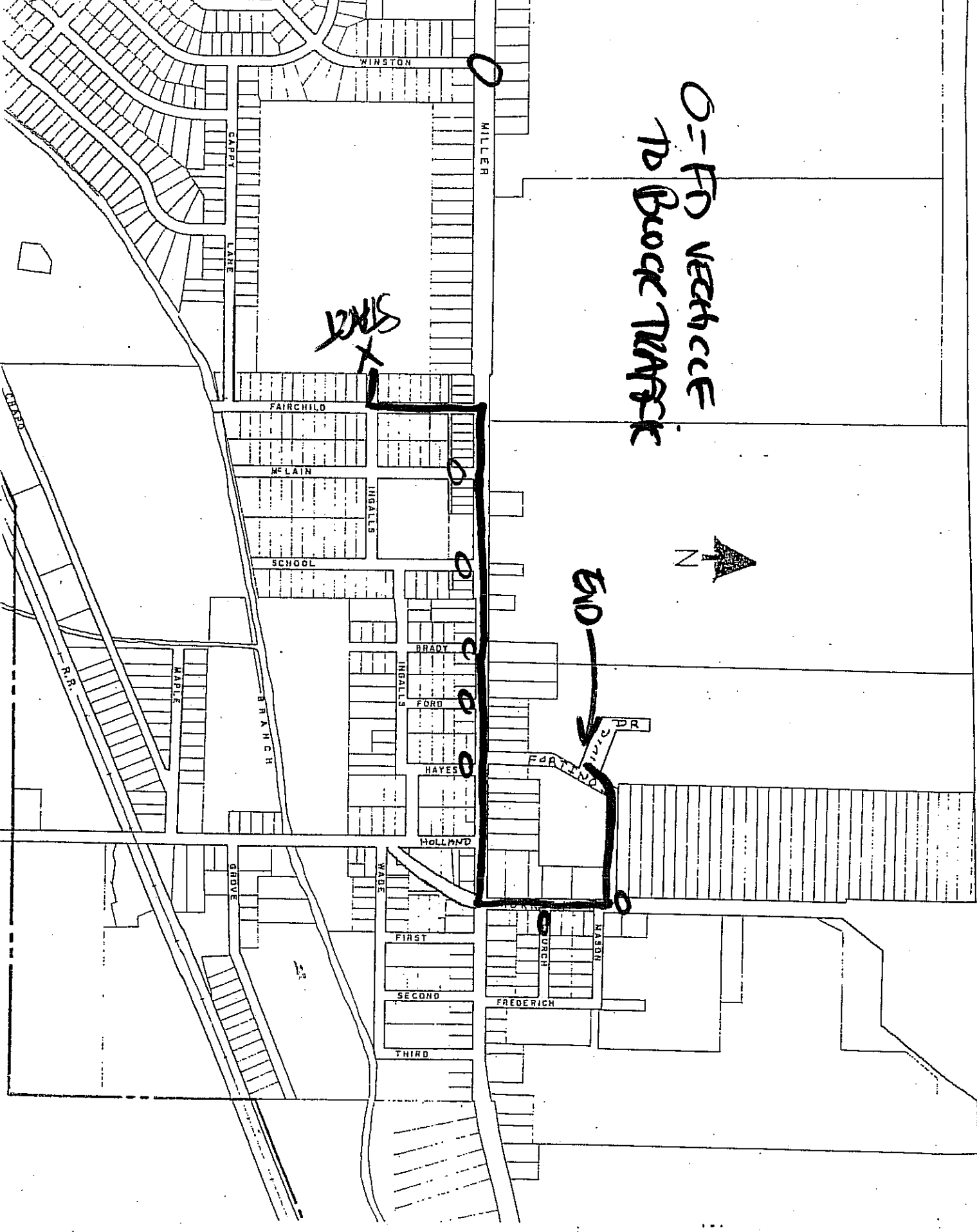
THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE

O - FD VEHICLE  
TO BLOCK TRACK



END →  
FORT MONROE DR

STREET X









# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SH

DATE (MM/DD/YYYY)

10/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Blackmore-Rowe Insurance P. O. Box 320407 G-6235 Corunna Road, Suite H Flint, MI 48532 Shelly Horkey	810-720-8244 810-720-8238	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>SWART-4</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Swartz Creek Area Fire Fighters Inc. 8100-B Civic Dr. Swartz Creek, MI 48473	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Auto Owners Insurance		18988
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		14923593	07/17/11	07/17/12	EACH OCCURRENCE	\$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.		Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The City of Swartz Creek is named as additional insured with respect to the above mentioned general liability.

**CERTIFICATE HOLDER****CANCELLATION**

SWARTZC  CITY OF SWARTZ CREEK PO Box 271 SWARTZ CREEK, MI 48473	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Shelly Horkey
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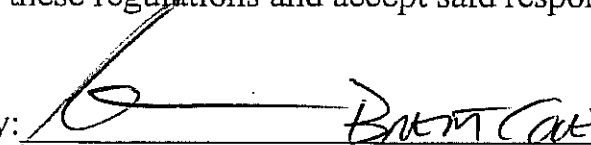

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## CITY OF SWARTZ CREEK PARADE REGULATIONS

The approval of a street closure request and/or a "parade permit" is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thorough fares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

By:  For:   
(Event Coordinator or Representative) (Organization)



**CPR** Cook, Pray, Rexroth & Associates  
REAL ESTATE APPRAISALS AND CONSULTATIONS

October 20, 2011

FLINT  
316 W. Court St.  
Flint, MI 48502  
(810) 767-6211  
Fax (810) 767-3407

Ms. Heather MacDermaid, Assessor  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, Michigan 48473

TROY  
637 E. Big Beaver  
Suite 111  
Troy, MI 48083  
(248) 680-1580  
Fax (248) 680-0887

Re: Proposal to review Petitioner's  
appraisal of Apple Creek Station Apartments  
Property Tax ID #58-36-300-030

Dear Ms. MacDermaid:

This proposal will identify both an hourly rate and a fee "not to exceed" quote to prepare an appraisal review on the above referenced appraisal assignment on the Apple Creek Station Apartments. The purpose or intended use of the review would be to offer critique on behalf of the City, reviewing methodology, consistency, calculations, and reliability of data in expressing opinions within the appraisal report. The intended user is the City or its legal representative. The ultimate purpose is to assist the City in preparation and testimony before the Michigan State Tax Tribunal.

The proposal is predicated on my ability to have access to the property and be provided the following information:

- 1) Petitioner's appraisal covering the two years under appeal.
- 2) Respondent's complete file with respect to the subject property.
- 3) Correspondence between Petitioner and Respondent, including initial appeal, petition, counsel conference and summary, discovery motions, together with interrogatory questions and response from both parties.
- 4) Any and all other documents in the City's possession concerning this parcel (i.e., appraisals prepared for other purposes, income & expense statements, Rent Rolls, surveys, site plans, building plans, etc.).

My Scope of Work, subsequent to acceptance of this proposal, includes the following:

- 1) On-site inspection of the subject property.
- 2) Read and review the appraisal.
- 3) Check math.
- 4) Check for inconsistencies.
- 5) Check USPAP reporting requirements.
- 6) Research and re-verify sales and rentals utilized.
- 7) Analyze methodology used.

Ms. Heather MacDermaid, Assessor  
October 20, 2011  
Page Two

- 8) Consider adequacy of appraiser's reasoning, support and opinions.
- 9) Analyze specifically the Sales and Income Approaches to Value in the report.
- 10) Prepare a written Review in compliance with USPAP.

The review will only critique the evidence as presented in the Petitioner's appraisal report and will not research additional sales and rentals, or provide an alternative opinion of True Cash Value, if insufficient evidence is provided to lead me to a similar value conclusion.

The time frame necessary to complete the review would be thirty (30) days after written notification is given to proceed and receipt of the above requested items has been obtained. The fee would be on an hourly basis at \$175. per hour. The total fee would be a "not to exceed" figure of \$4,000. This "not to exceed" fee would include completion of the Review under the Scope of Work identified, but would not include preparation for testimony, pre-trial conferences, depositions or actual court appearance and testimony. These would be in addition and would be billed at the above hourly rate, regardless of task and/or travel. A \$1,500. retainer would be anticipated upon notification to proceed, with the balance of the fee due and payable upon completion of the Review.

Acceptance of this proposal as outlined above and authorization to proceed can be given by signing in the space provided below. I appreciate the opportunity of providing this proposal and welcome any questions or comments you may have concerning this matter.

Respectfully submitted,



David K. Rexroth, MAI, SRA  
Michigan Certified General Appraiser

DKR/jkr

Enclosure

The above proposal agreed to and accepted on the \_\_\_\_ day of October, 2011.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Title

\_\_\_\_\_  
Client's Name (Please Print or Type)

## **PROFESSIONAL QUALIFICATIONS**

**DAVID K. REXROTH, MAI, SRA**  
**State Certified General Appraiser**  
**I.D. #1201000884**

### **EDUCATION**

College:

Bachelor of Arts Degree – Business & Economics - Olivet Nazarene University, Kankakee, IL

Appraisal Courses and Seminars Attended:

Introduction to Appraising Real Property	A.I.R.E.A. Comprehensive Exam
Urban Properties	Real Estate Investment Analysis
Principles of Income Property Appraising	Supporting Capitalization Rates
Depreciation Analysis	Cost Analysis
Feasibility Analysis – Investment Timing	Appraisal Review – General Commercial
Income Property Analysis	Attacking and Defending Appraisals
Property Tax Law in Michigan	Michigan Land Use: Current Issues
Just Compensation	Persuasive Style in Narrative Appraisal Reports
National USPAP Update	Appraising Convenience Stores
Appraisals & Real Estate Lending	Advanced Spreadsheet
Appraisal Consulting – A Solution’s Approach for Professionals	
Standards of Professional Appraisal Practice - Part A & B (course 410-420)	
Standards of Professional Appraisal Practice – Part C	

Currently certified under continuing education from The Appraisal Institute through 12/31/2013.

Currently licensed in Michigan as a Certified General Appraiser through 7/31/2013.

### **PROFESSIONAL AFFILIATIONS**

Memberships and Appointments:

Member - Appraisal Institute: MAI and SRA designation  
Past President SREA Chapter #30  
Formerly Licensed Real Estate Broker in State of Iowa  
Currently Licensed Real Estate Salesperson in State of Michigan  
Former Member - Admissions Committee, Great Lakes Chapter - Appraisal Institute  
Formerly Appointed Regional Member for Review & Counseling - Appraisal Institute  
Former Member - Regional Experience Review Committee - Appraisal Institute  
Former Board of Director – Great Lakes Chapter – Appraisal Institute

### **APPRAISAL EXPERIENCE**

Full time Real Estate Appraiser since 1973

Completed real estate appraisal assignments in seven midwestern states including:

Michigan, Iowa, Indiana, Illinois, Missouri, Nebraska, and South Dakota. Specific focus since 1980 has been assignments throughout Michigan.

Qualified and Testified as an Expert Witness in following courts on real estate appraisal related matters:

United States District Court (Eastern District), Detroit; United States Tax Court, Detroit; Iowa District Court, Des Moines; Genesee County Circuit Court, Flint; Shiawassee County Circuit Court, Corunna; Michigan State Tax Tribunal, Lansing.

## TYPES OF PROPERTIES APPRAISED

Apartments	Development Projects	Industrial Buildings	Restaurants
Auditoriums	Drug Stores	Lumber Yards	Schools
Auto Dealerships	Financial Institutions	Medical Offices	Service Stations
Bowling Alleys	Funeral Homes	Mini-Storage Facilities	Shopping Centers
Car Washes	Golf Courses	Mobile Home Parks	Single-Family Residences
Condominium Projects	Hangars	Motels/Hotels	Supermarkets
Congregate Care Facil.	Health Clubs	Museums	Theaters
Day Care Facilities	Houses of Worship	Office Buildings	Union Halls
Dental Offices	Ice Arenas	Oil Change Facilities	Vacant Land (all types)

## PARTIAL LIST OF CLIENTS

### Financial Institutions:

Allfirst Mortgage Corp.  
 Aries Capital  
 Bank of America  
 Bank One Corp.  
 Berkshire Mortgage  
 Citizens Bank  
 Citizens First Savings Bank  
 Citizens Insurance  
 Comerica Bank  
 Equitable Life Insurance  
 Farm Bureau Life Insurance  
 Fifth Third Bank  
 Firststar Bank, N.A.  
 Flagstar Bank, FSB  
 Franklin Bank  
 Huntington National Bank  
 Independent Bank  
 JPMorgan Chase Bank  
 NationsBank  
 PNC Bank  
 TCF Bank  
 The Private Bank  
 The State Bank  
 U.S. Bancorp.

### Public Agencies:

Bishop Airport Authority  
 City of Burton  
 City of Davison  
 City of Flint  
 City of Flushing  
 City of Grand Blanc  
 City of Hazel Park  
 City of Port Huron  
 City of Swartz Creek  
 Charter Twp. of Genesee  
 Charter Twp. of Grand Blanc  
 Charter Twp. of Mt. Morris  
 Davison Community Schools  
 Davison Township  
 Flint School District  
 Genesee County Drain Commission  
 Genesee County Road Commission  
 Genesee County Water & Waste  
 Grand Blanc School District  
 Kettering University  
 Lapeer County Road Commission  
 Michigan Dept. of Transportation  
 U.S. Postal Service  
 University of Michigan

### Firms & Corporations:

AAA Insurance  
 Blue Cross/Blue Shield  
 C. S. Mott Foundation  
 CSX Real Property  
 Davison Oil & Gas Company  
 Ford Motor Company  
 Garb-Ko (7-Eleven)  
 Genesys Health Systems  
 Genesys-Hurley Cancer Institute  
 Grand Trunk & Western Railroad  
 HealthPlus of Michigan  
 Hurley Hospital  
 McLaren Hospital  
 Penske Trucking  
 Plante & Moran  
 Rite Aid Corporation  
 Rowe, Inc.  
 Ruth Mott Foundation  
 State Farm Insurance  
 THA Architects  
 The Salvation Army  
 Thermogas/Ferrellgas  
 VG's Food Stores  
 Venture Industries

Additional clients include a variety of professionals, such as: accountants, attorneys, physicians, investors, small business owners and private individuals.

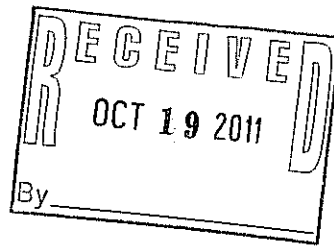
## NATURE OF ASSIGNMENTS

Marketing	Lease Interest	Feasibility Studies	Purchasing
Eminent-Domain	Property Tax Appeal	Financing	Easements
Estate Settlement			Counseling

## REFERENCES

References furnished upon request

October 18, 2011



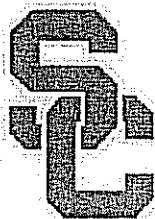
Dear Swartz Creek Community Member,

This letter is to inform you that the groundbreaking ceremony for The Swartz Creek Community Schools Performing Arts Center, set for October 24, has been postponed until spring. After reviewing the recent bids for construction, the district decided to rebid the project in January with the expectation that costs will be lower at that time.

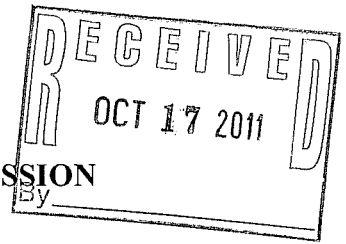
We apologize for this last minute notification and hope that you will be able to join us in the spring. We will send another invitation as soon as the date is set.

Sincerely,

Swartz Creek Schools Administration



STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION



NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-16861

- Consumers Energy Company is seeking Michigan Public Service Commission's approval to issue refunds to its retail electric customers.
- 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 49201-2276, (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:** October 28, 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 Sharon L. Feldman

**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](http://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.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the September 9, 2011 application of Consumers Energy Company (Consumers Energy), which seeks approval to issue the refund of \$23.3 million to its retail electric customers that reflect the recovery of costs included in Consumers Energy's damage claim litigated in the





## AMVETS Department of Michigan

Anthony M. Lema  
Commander  
5489 Main St, P.O. Box 254  
Dryden, MI 48428-0254

David P. Cogswell  
Executive Director  
Phone: (810) 796-3876  
Fax: (810) 796-3896  
E-mail: [miamvet2008@yahoo.com](mailto:miamvet2008@yahoo.com)

### **PUBLIC SERVICE ANNOUNCEMENT**

October 16, 2011

#### **DEDICATION CEREMONY AT GREAT LAKES NATIONAL CEMETERY**

On Saturday, October 29<sup>th</sup>, AMVETS Department of Michigan will host ceremonies dedicating a Memorial Carillon at Great Lakes National Cemetery in Holly, Michigan. AMVETS has established Memorial Carillons in every national cemetery as a tribute to the sacrifices made by those who have dedicated themselves to protect our freedoms. The public is invited to attend the 11am ceremony which will include speeches and presentations by guest dignitaries. For more information about the AMVETS and the carillon project, please visit our National Department website at [www.amvets.org](http://www.amvets.org).

#### Contact information:

Robert Downer, Chairman  
Great Lakes National Cemetery  
AMVETS Memorial Carillon Project  
1.989.413.0355  
Email: [rdowner@power-net.net](mailto:rdowner@power-net.net)



October 19, 2011

Dear Valued BCN Customer:

Beaumont Hospital has given notice to Blue Care Network that it would no longer participate in hospital networks serving BCN health plans effective Jan. 12, 2012, unless the Blues agree to a double-digit percentage increase in hospital payments. This large increase is intolerable.

For nearly a year, Blue Care Network and Blue Cross Blue Shield of Michigan have proactively engaged in talks with Beaumont Hospital about reimbursement. Beaumont has asked for a 20 percent increase in hospital reimbursement over two years for its hospitals. We could not accept this demand as our customers struggle with the cost of health care services that drive up claim costs and premiums.

The Blues proposed an increase to Beaumont that fairly covers the cost of medical services they provide to Blues members and delivers a fair financial margin (profit) to the hospital. Blue Cross also proposes a value-based incentive arrangement that rewards the hospital when it develops initiatives that provide quality care at a lower cost.

Our focus is to ensure that you and your employees have access to quality health care without excessive costs as we negotiate hospital contracts. We want our customers to receive the very best care with an eye on keeping that care as affordable as possible.

Here are some important points:

- Beaumont is required to give 90-days notice before leaving the BCN network. BCN members can continue to receive services at Beaumont as usual over the next 90 days (until Jan. 12, 2012).
- Blue Cross Blue Shield of Michigan PPO, Traditional and health savings account plans are **not** affected by Beaumont's actions. BCBSM Medicare Advantage plans also are not affected.
- BCN Medicare Advantage plans are **not** affected.
- The affected hospitals are Beaumont Royal Oak, Beaumont Troy and Beaumont Grosse Pointe. Although it affects these hospitals, it does not affect primary care physicians or specialists offices. Additionally, many BCN-participating physicians have privileges to practice at other high-quality hospitals other than Beaumont.
- BCN members can choose from many quality hospitals. BCN has an extensive hospital network with more than 144 hospitals across Michigan.

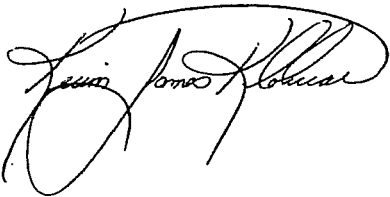
-Over-

- BCN members using Beaumont hospitals represent about 1.5 percent of total combined Blues membership.
- Services provided by Beaumont hospitals are available at other nearby hospitals that participate with Blue Care Network. BCN is working with physicians to make sure members are directed to nearby participating hospitals. BCN will only pay for elective services at Beaumont if they are pre-authorized by BCN. (This will be a small number of services as most elective services can be provided at other contracted hospitals). Emergency services will still be covered. Blue Care Network members will be responsible for paying Beaumont charges for non-emergency services unless the services are approved as an out-of-network service by BCN.

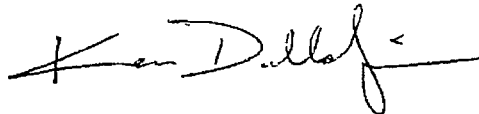
We are continuing talks and are hopeful they will result in a mutually satisfactory agreement. However, we also are finalizing plans to redirect BCN member care from Beaumont hospitals to other hospital locations should an agreement not be reached.

If you have questions, please contact your Blues sales representative or contracted agent. For Beaumont information updates, please visit [mibcn.com/blueupdate](http://mibcn.com/blueupdate).

Sincerely,



**Kevin Klobucar**  
President and CEO  
Blue Care Network



**Kenneth Dallafior**  
Senior Vice President  
Group Business and Corporate Marketing  
Blue Cross Blue Shield of Michigan