

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday August 27, 2012 7:00 P.M.  
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Regular Council Meeting of August 13, 2012 MOTION Pg. 6, 10-15
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 6
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 6, 2-5
  - 6B. Monthly Fire Report Pg. 16-39
  - 6C. Bid Tabulations, Sidewalk Repair (Agenda Item) Pg. 40-52
  - 6D. Park Waiver Request, Scout Troop #357 (Agenda Item) Pg. 53
  - 6E. Boards & Commissions', Appointment Guide (Agenda Item) Pg. 54-67
  - 6F. Supervisor's C.B.A. Pg. 68-120
  - 6G. MML L&PP Notice, Rebate Pg. 121
  - 6H. Meijer Project, Warrant Analysis, Bristol & Morrish Pg. 122-132
  - 6I. Update, EVIP Data Pg. 133-138
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Jim Florence & Bruce Lanning, Prayer Breakfast & Youth Program PRES. Pg. 5
  - 8B. Appropriation & Bid Award, Sidewalk Repairs RESO. Pg. 7, 40-52
  - 8C. Park Fee Waiver, Winshall Main Pavilion, Scout Pack #357 RESO. Pg. 7, 53
  - 8D. Appointments, Boards & Commissions: Board of Review RESO. Pg. 7, 54-67
  - 8E. Appointments, Boards & Commissions: FANG RESO. Pg. 8, 54-67
  - 8F. Appointments, Boards & Commissions: Planning Commission (2) RESO. Pg. 8, 54-67
  - 8G. Appointments, Boards & Commissions: DDA RESO. Pg. 8, 54-67
  - 8H. Appointments, Boards & Commissions: DDA RESO. Pg. 8, 54-67
  - 8I. 2012-2016 Supervisor's Agreement RESO. Pg. 9, 68-120
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION TABLE

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

**Regular Council Meeting of Monday August 27, 2012 7:00 P.M.**

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUCHE // City Manager  
**DATE:** 24-August-2012

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

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

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

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

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

| Project                             | Year     | Grant              | City Match       | P.E.             | C.E.             | Total              |
|-------------------------------------|----------|--------------------|------------------|------------------|------------------|--------------------|
| Bristol Road @ GM-SPO               | 2013     | \$54,912           | \$13,728         | \$8,000          | \$16,000         | <b>\$92,640</b>    |
| Morrish Road Bridge Deck Over Creek | 2013     | \$584,000          | \$132,000*       | \$30,000         | \$60,000         | <b>\$806,000</b>   |
| Miller Between Tallmadge & Dye      | Unfunded | \$951,602          | \$237,901        | \$76,000         | \$120,000        | <b>\$1,385,503</b> |
| Miller Between Seymour & Elms       | Unfunded | \$1,635,357        | \$408,839        | \$100,000        | \$160,000        | <b>\$2,304,196</b> |
| <b>Totals:</b>                      |          | <b>\$3,225,871</b> | <b>\$792,468</b> | <b>\$214,000</b> | <b>\$356,000</b> | <b>\$4,588,339</b> |

\*Includes Enhancements, Walk-Way & Lighting

Design on the Morrish Road Bridge is complete and has been submitted to MDOT for review. Incorporated into the design are the non-participating enhancements as well as the road closure for construction. The project is estimated to last for two months and will be timed while the school is on summer break (2013). I'll keep the Council posted on developments.

✓ **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 (work halted at around \$10k). The TV work has revealed we have one for sure, and possibly a second that will need to be excavated to repair. The first is a broken line that's off-set and the second is a "top down" lead into the main that the connection at the main is crushed. The second may be able to be lined but we must be prepared to excavate if the process fails.

We approved light design engineering, survey and bid package preparation in the amount of \$6,847 at the meeting of February 27<sup>th</sup>. Bids are back on the project and frankly put, they're ugly. Lou has gone back to the drawing board to figure out another solution.

**BEAR CREEK SANITARY SEWER AGREEMENT** (Status)

Pending the outcome of the Morrish Road Bridge Project.

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

The Council selected the Biggby Project at the Special Meeting of February 20<sup>th</sup>. Here is the schedule:

|                                   |                                |
|-----------------------------------|--------------------------------|
| RFP Issued                        | September 8, 2011              |
| Pre-Bid Meeting                   | September 29, 2011 @ 4:00 p.m. |
| RFP Response Deadline             | November 1, 2011 @ 4:00 p.m.   |
| Presentations by Invitation:      | February 2, 2012               |
| Council Selection:                | February 20, 2012              |
| Purchase Agreement:               | June, 2012                     |
| Planning Commission Site Plan:    | September, 2012                |
| Final Site Plan Approval, Develop |                                |
| Agreement Approval:               | September-October, 2012        |
| Commence Construction:            | Fall, 2012                     |

As discussed at the meeting of July 23<sup>rd</sup>, we are in Circuit Court for quiet title acquisition. I'll keep the Council posted on developments.

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

Pending.

✓ **CITY PROPERTY, 4438 MORRISH ROAD** (*Status*)

We'll look at a disposition for the house at 4438 Morrish in the spring.

✓ **LABOR CONTRACTS, BUILDING DEPARTMENT** (*Resolution*)

The POLC and AFSCME contracts have been settled. The Supervisor's contract is before the Council tonight for approval. It's very similar with to the other agreements with the difference being that compensation time was eliminated for Clerk, Treasurer and Finance Director. In exchange, the forty hour posting from 2009 will remain. For Police Chief and DPW Director, compensation time remains and the 2009 forty hour posting is eliminated. The remaining loose ends are the at-will part time police officers and the building inspector's employment agreement. I'll keep the Council informed on progress.

✓ **FIRE DEPARTMENT: BOARD, CONTRACT & COST RECOVERY** (*Status*)

Pending.

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

All that remains is to accept the streets into our Act #51 Street System. This process is a bit lengthy insofar as legal steps required assuring a proper transfer. Mr. Figura has prepared the paperwork on this end. There are several steps the Associations need to complete before we can begin our process. As soon as we get past this busy spurt, I'll fire up the Associations to start the process.

✓ **SIGN ORDINANCE** (*Status*)

Pending draft changes from the meeting of February 2<sup>nd</sup>.

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

Pending recommendation of the review committee.

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

Construction and associated "dry weather dust" continues to progress.

✓ **STREET RE-STRIPING & SYMBOLS** (*Status*)

Tom is trying to get another round of crack filling into the budget for Miller Road. For the obvious reason, any striping will have to be done after this project. We will be back in a month or two with a recommendation.

✓ **MEIJER SITE PLAN & ADDENDUM** (*Status*)

The Council approved an amended site plan allowing for the construction of a gross square foot store of 192,214 along with related changes to parking, traffic circulation, lighting, landscaping, and signage, all of which have been deemed by the City's staff as minor and within the general concept of the original site plan approval. We are in the process of re-negotiating the development agreement with Meijer. On paid-in capital, Meijer funded improvements capped at \$1,500,000. To date, they have paid \$1,095,000. They owe the City \$52,873, which when invoiced and paid, will put their contribution, to date, for the Morrish project at \$1,147,873. This leaves \$352,127 left to fund traffic lights that *may or will* be needed at the Morrish Road I-69 ramp and at Bristol and Morrish intersection. Progressive AE has submitted preliminary design plans to MDOT and they are awaiting an answer. Construction has begun.

✓ **FIVE-YEAR PARKS & RECREATION PLAN, ELMS PARK PROJECT** (*Status*)

Awaiting a draft.

✓ **FLOOD RELIEF** (*Status*)

Pending

✓ **TRAFFIC SIGNALS, BRISTOL & MILLER** (*Status*)

Set for review after Labor Day.

✓ **CLASS "C", "SDM" LIQUOR LICENSES, NEW** (*Status*)

Pending a new submission by the applicant.

✓ **I-69 MORRISH ROAD BRIDGE APPROACH, REPAIR DISPUTE** (*Status*)

We may have it fixed for a while. Here are photos of the finished results:



✓ **TRI-COUNTY LEASE AGREEMENT** (*Status*)

As we discussed at the July 23<sup>rd</sup> Meeting, we have lease agreements with Tri-County Wireless, an internet provider, for the location of a transceiver on top of the water tower at Miller & Seymour. The lease is scheduled to expire in September and Tri-county requests to renew it. They are paid up in good standing. Additionally, they have advised us that they can provide wireless "hotspots" in any or all locations in the City.

Out of curiosity, I've asked them to provide independent pricing for such hot-spots for the Civic area and for Elms Park. We'll see what they say before making a final decision on the contract extension.

- ✓ **CITY WEB SITE, RELATED SERVICES** (*Status*)  
Pending.

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

- ✓ **APPROPRIATION & BID AWARD, SIDEWALK REPAIRS** (*Resolution*)  
We went out to bid for a concrete contractor to repair sidewalks about the City. You may recall that last summer we awarded a bid to an area contractor for repairs. The contractor decided that other work was more important. We invited a dozen contractors to bid as well as ran an ad in the paper. We received two responses back with Curbcoco of Flint Township being the low bidder. As a reminder, we establish a list of damaged walks that show greater than an inch off set. We then send the property owner a 30 day notice to repair. If they do not, we make the repairs and bill the owner. If they do not pay, we place the collection as delinquent and assess to the summer tax collection. I have a resolution to appropriate and award included with tonight's agenda.
- ✓ **PARK FEE WAIVER, SCOUT PACK 357** (*Resolution*)  
Included with tonight's packet is a request to waive fees for the use of Winshall Park Main Pavilion for Cub Scout Pack 357. The request is post as the event was this past weekend.
- ✓ **BOARDS & COMMISSION APPOINTMENTS** (*Resolution*)  
Included with tonight's agenda are some housekeeping re-appointments to our list of Boards & Commissions. On the FANG appointment, Rick has asked to be placed on the board so as we may have regular voting representation. There will be another full round of appointments right after the November election.
- ✓ **PRESENTATION** (*Presentation*)  
Jim Florence & Bruce Lanning will be attending tonight's meeting to speak to a UMC Prayer Breakfast Fundraiser as well as a Handicap-able Pro Bass Fisherman Youth Program scheduled for next month at the High School.

## **Council Questions, Inquiries, Requests and Comments**

- *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.
- *Bus, Gil-Roy Plaza.* We probably have no authority on this one, but we'll try and get the owner to search for another solution.
- *Flood Damage, Apple Creek Apartments.* Looking into the City's authority.
- *Deteriorated Grain Elevator Building, Morrish at CNA Crossing.* Pending.

**City of Swartz Creek**  
**RESOLUTIONS**  
Regular Council Meeting, Monday August 27, 2012 7:00 P.M.

**Resolution No. 120827-4A**      **MINUTES – AUGUST 13, 2012**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held August 13, 2012 to be circulated and placed on file.

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

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

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

**Resolution No. 120827-5A**      **AGENDA APPROVAL**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of August 27, 2012, to be circulated and placed on file.

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

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

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

**Resolution No. 120827-6A**      **CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager’s Report of August 27, 2012, to be circulated and placed on file.

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

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

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

**Resolution No. 120827-8B**

**APPROPRIATION & BID AWARD, SIDEWALK REPAIR**

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

**I Move** the City of Swartz Creek accept the low bid of Curbcoco Inc. of Swartz Creek Michigan, for the repair of deteriorated sidewalk sections as designated by the City, the costs of such repairs being \$4.75 per S.F. 4", \$5.25 per S.F. 6", \$5.75 per S.F. 8", in accordance with the specifications as set forth in the bid documents. Property owners shall be billed the actual amount invoiced to the City for repairs, plus 10% processing and mailing, and further, failure to remit payment shall result in the assessment of those costs to the tax roll, in accordance with City Ordinance.

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

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

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

**Resolution No. 120827-8C**

**WINSHALL PARK FEE WAIVER REQUEST, SCOUT PACK #357**

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

**I Move** the City of Swartz Creek approve the use of Winshall Park Main Pavilion, with waiver of fees, for Swartz Creek Cub Scout Pack #357's First Annual Get Together, on Saturday August 25, 2012.

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

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

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

**Resolution No. 120827-8D**

**BOARDS & COMMISSIONS APPOINTMENT: BOARD OF REVIEW RE-APPOINTMENT**

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

**I Move** the City of Swartz Creek re-appoint Robert Brown of 4359 Springbrook Drive, to the Swartz Creek Tax Board of Review, term to run from July 1, 2012 through June 30, 2015.

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

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

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



**Resolution No. 120827-8E**

**BOARDS & COMMISSIONS APPOINTMENT: FANG**

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

**I Move** the City of Swartz Creek concur with the Mayor’s appointment of Councilmember Rae Lyn Hicks as Delegate to the Genesee County Narcotics Control (FANG) Board, the appointment of Chief Rick Clolinger as Alternate, and further, accept the resignation of Councilmember Curt Porath from the Genesee County Narcotics Control (FANG) Board, term to fill the remaining time left, from August 27, 2012 through November 12, 2012.

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

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

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

**Resolution No. 120827-8F**

**BOARDS & COMMISSIONS APPOINTMENT: PLANNING COMMISSION RE-APPOINTMENTS**

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

**I Move** the City of Swartz Creek concur with the Mayor’s re-appointment of Robert Florine, of 5914 Cross Creek and James Florence, of 4296 Springbrook, to the Swartz Creek Planning Commission, terms to run from July 1, 2012 through June 30, 2015.

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

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

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

**Resolution No. 120827-8G**

**BOARDS & COMMISSIONS APPOINTMENT: DDA RE-APPOINTMENT**

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

**I Move** the City of Swartz Creek concur with the Mayor’s re-appointment of Teresa Spence, of 11401 Miller, Gaines, to the Swartz Creek Downtown Development Authority, term to run from April 1, 2012 through March 31, 2016

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

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

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



**Resolution No. 120827-8H**

**BOARDS & COMMISSIONS APPOINTMENT: DDA RE-APPOINTMENT**

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

**I Move** the City of Swartz Creek concur with the Mayor's re-appointment of Mark Nemer, of 8122 West Hill Road Swartz Creek, to the Swartz Creek Downtown Development Authority, term to run from April 1, 2012 through March 31, 2016

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

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

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

**Resolution No. 120827-8I**

**2012-2016 SUPERVISOR'S LABOR AGREEMENT**

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

**I Move** the City of Swartz Creek approve the 2012-2016 Collective Bargaining Labor Agreement between the City and the Swartz Creek Supervisor's Association, a copy of which is attached hereto.

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday August 13, 2012 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 08/13/2012**

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, Hurt, Krueger, Shumaker.

Councilmembers Absent: Hicks, Porath.

Staff Present: City Manager Paul Bueche, Deputy City Clerk Deanna Korth, Police Chief Rick Clolinger, Officer Nick Paul and K-9 Officer Ike.

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

**Resolution No. 120813-01**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Krueger

**I Move** the Swartz Creek City Council hereby excuse Councilmember Porath due to being out of town and Councilmember Hicks due to a prior commitment.

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

NO: None. Motion Declared Carried.

**APPROVAL OF MINUTES**

**Resolution No. 120813-02**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Binder

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held July 23, 2012, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

## **APPROVAL OF AGENDA**

### **Resolution No. 120813-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of August 13, 2012, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

## **REPORTS AND COMMUNICATIONS:**

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

#### **Resolution No. 120813-04**

**(Carried)**

Motion by Councilmember Binder  
Second by Mayor Pro-Tem Krueger

**I Move** the Swartz Creek City Council approve the City Manager's Report of August 13, 2012, to be circulated and placed on file.

Discussion took place.

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

NO: None. Motion Declared Carried.

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

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

Everett Hubbard, 8333 Miller Road, questioned the readiness to serve charges on the water/sewer bill. Mr. Hubbard wanted an accounting for that fee, how many residents have to pay it and how long does this fee apply? City Manager Bueche explained that the Readiness to Serve charges applied to all of the fixed maintenance charges. Mr. Bueche offered to meet with Mr. Hubbard at a later time to explain in better detail.

## **COUNCIL BUSINESS:**

### **Women's Club Donation, Police Canine Program**

Boots Abrams and Councilmember Binder presented a check from the Women's Club to Officer Nick Paul and K-9 officer Ike for the police canine program. Mrs. Abrams also presented Chief Clolinger with a \$100 check for the Cops in the Park program.

**Resolution No. 120813-05**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek, with great appreciation and gratitude, accept the donation of \$1,700 from the Swartz Creek Women’s Club, funds to be used in support of the City’s Police Canine Program.

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

Chief Clolinger spoke briefly about some projects that have been done by the police department recently, including Camp 911 and the Cops in the Park program. Chief Clolinger thanked the Women’s Club for their donation.

**Appropriation, Police Vehicle Transitions, Equipment Purchases & Installations**

**Resolution No. 120813-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Krueger

**WHEREAS**, the City finds the need to transfer and update equipment within the police vehicle fleet, consisting of the removal of items from a 2005 Ford Crown Vic and the transfer and replacement of items to a 2009 Dodge Charger, and, the installation of police equipment into a 2012 Dodge Charger; and

**WHEREAS**, there are a number of manufactures of such equipment and the purchase, transfer and installation are technical in nature and for safety reasons require specialized services; and

**WHEREAS**, due to the technical nature of installation and maintenance of police vehicle equipment, there are very few firms that provide such services; 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 appropriate an amount not to exceed \$8,976, plus 10% contingency, to Great Lakes Emergency Products of Linden Michigan, for the removal, transfer and purchase of various police vehicle equipment, in accordance with the specifications as presented, funds to be taken from Motor Pool 661, and further, authorize a Motor Pool Fund Balance transfer for any deficit amount and/or the use of donated police canine funds for expenses that relate to the change over and build up of the Police Canine Vehicle.

Discussion Ensued.

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

**City Property Auction: Police Vehicle, Miscellaneous Equipment**

**Resolution No. 120813-07**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek approve the sale, by the municipal auction web site Bidcorp.com, of various items including a 2005 Ford Crown Victoria Police vehicle, VIN #2FAHP71W85X159275, along with miscellaneous equipment consisting of, but not limited to; old police vehicle equipment, prisoner partitions, seats, light bars, mounts, office desks, out-dated computer equipment, etc., and further, file a report with the Council on the successful sale of all items and what items do not sell, and the corresponding revenues.

Discussion Took Place.

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

**Section #19 State Grant Application, May 3-4 2012 Flood & Damage Relief**

**Resolution No. 120813-08**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek City Council, located in Genesee County, Michigan, is a political subdivision within the State of Michigan with an official Emergency Operations plan in compliance with Section 19 of the Emergency Management Act, Act 390, Public Acts of 1976, as amended; and

**WHEREAS**, the City of Swartz Creek sustained significant losses brought on by high winds and heavy rainfall, estimated by meteorologists to be 70 mph and nearly ten inches of rainfall in a twelve hour period, resulting in 400-500 homes flooded, numerous trees downed, large scale power outages, significant damage to an apartment complex that destroyed sixteen apartments, minor washout of catch basins to a variety of City Streets with heavy damage to a major street at a freeway overpass and significant flood damage to a high school; and

**WHEREAS**, the City of Swartz Creek City Council certifies that the Genesee County Emergency Operations Plan was implemented at the onset of the disaster at approximately 10:00 A.M. on Friday May 4, 2012 and all applicable disaster relief forces identified therein were exhausted.

**WHEREAS**, as a direct result of the disaster, public damage and expenditures were extraordinary and place an unreasonably great financial burden on the City of Swartz Creek, totaling an amount to be determined by staff and submitted with the grant.

**NOW, THEREFORE BE IT RESOLVED THAT** the City of Swartz Creek City Council requests the Governor authorize a grant to the City of Swartz Creek from the State Disaster Contingency Fund pursuant to Section 19, Act 390, Public Acts of 1976, as amended.

**FURTHERMORE**, City Manager Paul Bueche is authorized to execute for and in behalf of the City of Swartz Creek the application for financial assistance and to provide to the State any information required for that purpose.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

### **Shared Services Initiative, Appoint Review Committee**

**Resolution No. 120813-09**

**(Carried)**

Motion by Mayor Abrams

Second by Councilmember Binder

**I Move** the City of Swartz Creek appoint a temporary committee of Councilmembers Mayor Abrams, Mayor Pro-Tem Krueger and Councilmember Hurt, for the purpose of reviewing with staff, the draft Shared Services Initiative Report completed by

Municipal Consulting Services LLC, and further, bring back findings and recommendations to the City Council for review and consideration.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

**Winshall Drive Sanitary Sewer Bid Options**

**(Discussion)**

City Manager Bueche spoke about sewer rehab work on Winshall Drive and repairs that need to be made.

**I-69 Morrish Overpass, Flood Damage Repair**

**(Discussion)**

City Manager Bueche explained how the overpass was repaired after the flood damage and possible changes that need to be made in the future to stop the same damage from occurring again.

**MEETING OPENED TO THE PUBLIC:**

Tommy Butler, 40 Somerset, asked if Meijer makes donations to the community like Wal Mart does. Mr. Butler asked how delinquent bills are collected by the City. Mr. Bueche explained that delinquent water/sewer bills, sidewalks and weeds will go on the tax roll.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Shumaker spoke about the State of Michigan having a Pledge of Allegiance. Mr. Shumaker talked about Len Thomas, the President of the Historical Society, now being a published author.

Mayor Pro-Tem Krueger questioned whether the City could provide his new neighbor with documentation that says his house is not in a flood zone so that he can get flood insurance. City Manager Bueche advised that FEMA sets the flood zones, not the City. Mr. Bueche made suggestions as to different avenues he could take to possibly get flood insurance, but that there is nothing the City can do. Mr. Krueger questioned the status of the lawsuits against the City from the flood damage in May. Mr. Bueche advised that FOIA notices were served to the City and complied with.

Mayor Abrams spoke about the garbage company dropping the garbage cans in the road after they were emptied.

**Adjournment**

**Resolution No. 120813-10**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:24 p.m.

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

**Richard Abrams, Mayor**

**Deanna Korth, Deputy Clerk**



DATE: AUGUST 20, 2012  
TIME: 7:00 PM  
LOCATION: STATION 1  
SUBJECT: SWARTZ CREEK AREA FIRE AUTHORITY AGENDA



- I. CALL TO ORDER
  - A. PLEDGE OF ALLEGIANCE
  - B. ROLL CALL
  - C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
  - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:
  
- II. APPROVAL OF MINUTES
  - A. JULY 16, 2012 MEETING:
  
- III. CORRESPONDENCE:
  - A. JULY INCIDENT SUMMARY REPORT:
  
- IV. PROFESSIONAL SERVICE REPORTS:
  - A. JULY FINANCIAL REPORT:
  
- V. COMMITTEE REPORTS:
  - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:
  
  - B. HEALTH AND SAFETY COMMITTEE: Chairman Rich Tesner (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, and Lieut. Jones)
  
  - C. PERSONNEL COMMITTEE: Chairman Ray Thornton, Richard Derby and David Hurt.
  
  - D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Richard Derby, Ray Thornton and Attorney Bill Cavanaugh.
  
- VI. OLD BUSINESS:
  - A. APPARATUS UPDATE from Battalion Chief Jack King-
    - 1. Apparatus status report attached
  
  - B.

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION: none

B. MEMBERS ELIGIBLE TO COME OFF PROBATION:

1. Robert Fitzpatrick, on August 15, 2011, has completed his one year probation period.

**Chief Cole recommends Robert Fitzpatrick be placed on permanent status with the Swartz Creek Area Fire Department.**

C. MEMBERS RESIGNING/TERMINATING:

1. Lieutenant Michael Treiger submitted his resignation letter effective August 19, 2012. His reasons are stated in the attached letter.

**Chief Cole recommends accepting Lieutenant Michael Treiger's resignation, with regret.**

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. AMKUS EXTRICATION ANNUAL MAINTENANCE: Annual maintenance is a budgeted amount and is necessary to insure the reliability of the equipment. LTM is the authorized Amkus Maintenance vendor for the area. With the pending upgrade of cutters below, which won't need maintenance this time around, the price this year is a little less than it will be for 2013.

**Chief Cole requests permission to proceed with the annual maintenance of the extrication equipment by LTM in the amount of \$1,350.00.**

F. AMKUS CUTTERS UPGRADE: Attached is a bid from LTM Fire, the only authorized Amkus dealer that can quote. In addition to the quote, Chief Cole requested information on trade in of the old cutters. That information is included in the quote. A flyer of the type of cutter requested to purchase is also attached.

**Chief Cole requests permission to purchase two Amkus AMK-22 extrication cutters and trade in 2 existing cutters, including 5% discount for a total of \$9,792.50 plus shipping (approximately \$100.00).**

G. PAR PLAN GRANT APPROVAL ACCEPTANCE: Attached is the grant approval notification received July 24, 2012. Quotes were solicited from qualified vendors to perform the chevron striping and are listed below. At the time of distribution, quotes were not received in writing. Assistant Chief Merriam is working to have the quotes available as an addition for the meeting. The grant is based on reimbursement with proof provided to Par Plan after completion.

H. TURN OUT GEAR SPECIFICATION: attached is a specification for 2 sets of turn out gear. These items are budgeted for 2012.

**Chief Cole requests permission to distribute the specifications to potential vendors for receipt of sealed bids by September 14, 2012 at 1300 EST for presentation at the September 17 Fireboard meeting.**

I. POSTING OF STATION 1 LIEUTENANT POSITION: Posting bulletin attached.

**Chief Cole requests permission to post the vacated Lieutenant position for station 1, with resumes due on or before Sunday, September 9, 2012 and interviews on Thursday, September 13, 2012, starting at 1800, station 1, with the decision announcement at the September 17, 2012 Fireboard meeting.**

J. 2013 BUDGET PRESENTATION AND DISCUSSION: The document was sent to the Fireboard Members for review in a separate email.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for July
- B. JULY BILLS LIST
- C. Flowers fund balance \$40.00
- D. Historic Fireboard Roster (attached)
- E.
- F.

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIRE AUTHORITY:

XII. COMMENTS FROM FIRE AUTHORITY MEMBERS:

XIII. MEETING ADJOURNMENT:

# REGULAR MEETING

JULY 16, 2012

## SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, July 16, 2012. 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, Rich Tesner
- City Representative, Boots Abrams
- Clayton Representative, Richard Derby
- City Representative, Dave Hurt
- City Representative, Ray Thornton

#### Board Members Absent:

- City Representative, Rick Clolinger

#### Staff Present:

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

#### Staff Absent:

- Assistant Chief Eric Merriam

#### Others Present:

- Batt. Chief Jack King

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

- **Resolution 071612-01**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the agenda and changes as presented.

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

NO: None Motion declared carried

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

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

#### **A. June 18, 2012 BOARD MEETING**

- **Resolution 071612-02**

Motion by Dave Hurt

Second by Boots Abrams

The SCAFD Board does hereby approve the minutes of June 18, 2012 board meeting, as presented.

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

NO: None Motion declared carried

### **III. CORRESPONDENCE:**

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

- **Resolution 071612-03**

Motion by Dave Hurt

Second by Rich Tesner

The SCAFD Board does hereby accept the June 2012 Incident Summary, as presented

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

NO: None Motion declared carried

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

#### **A. JUNE FINANCIAL STATEMENT:**

- **Resolution 071612-04**

Motion by Rick Derby

Second by Dave Hurt

The SCAFD Board does hereby approve the June 2012 financial statement, as presented

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

NO: None Motion declared carried

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

A. BY-LAWS COMMITTEE MEETING: NONE

B. HEALTH & SAFETY COMMITTEE: NONE

C. PERSONNEL COMMITTEE:

D. FIRE AGREEMENT COMPLIANCY COMMITTEE: NONE.

**VI. OLD BUSINESS**

**A. APPARATUS UPDATE:**

- 1. Monthly report from Batt. Chief King

**VII. NEW BUSINESS**

- A. MEMBER(S) TO BE PLACED ON PROBATION: None
- B. MEMBER TO COME OFF PROBATION: None
- C. MEMBERS RESIGNING/TERMINATING: None
- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: T. Sherrill

- **Resolution 071612-05**

- Motion by Boots Abrams
  - Second by Rick Derby

The SCAFD Board does hereby place Todd Sherrill on 1 year probation with the SCAFD.

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

**E. FEMA 2008 FUNDING AVAILABILITY:**

- **Resolution 071612-06**

- Motion by Rich Tesner
  - Second by Boots Abrams

The SCAFD Board does hereby direct Chief Cole to proceed with acquiring up to \$1383.00 from FEMA for fire prevention materials & collect the matching funds from SCAFA.

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

**VIII. GENERAL INFORMATION**

- A. MUNICIPAL BILLINGS
- B. JUNE BILLS LIST
- C. FLOWERS FUND BALANCE IS \$40.00
- D. SOG UPDATES
- E. Messer & Abrams will not be at the August 20 fireboard meeting

**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:**

- Tesner: Welcome back to Todd Sherrill
- Abrams:
- Thornton: None
- Hurt: None.
- Derby:
- Messer: Staff to look into gathering names of past fireboard members

**XIII. ADJOURNMENT OF MEETING:**

Meeting adjourned at 7:27 p.m. The next regular meeting will be 08/20/12 at Station 1 at 7:00 pm

MIKE MESSER  
 CHAIRMAN  
 SWARTZ CREEK AREA FIRE BOARD

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 07/01/2012 through 07/31/2012

Printed: 08/15/2012

| Inc. No. - Exp. Location   | Date       | Disp. Time | Sta. Incident Type                        | Owner Name        | Prop & Cont Value | No. Resp | Disp. to Enrte. Min. Prop & Cont Loss | Officer in Charge           | Resp. Min. Savings | Total Hr:Min:Sec |
|--|------------|------------|---|-------------------|-------------------|----------|---------------------------------------|-----------------------------|--------------------|------------------|
| 0000093-000<br>10324 McEnrue RD<br>Bently  | 07/02/2012 | 15:09      | 1 733 Smk dtctr malfunction               | Bently            | \$0               | 6        | 0.00                                  | COLE, BRENT D - CHIEF       | 11.00              | 0:36:00          |
| 0000094-000<br>7034 Lennon RD  | 07/03/2012 | 06:24      | 1 444 Reported Power line down, unfounded |                   | \$0               | 7        | 10.00                                 | KING, JACK L - BATT CHIEF   | 14.00              | 0:40:00          |
| 0000095-000<br>In front of 9440 Beecher RD                                       | 07/03/2012 | 06:31      | 2 140 Tree Fire/Lightening & wires        |                   | \$0               | 6        | 0.00                                  | COLE, BRENT D - CHIEF       | 7.00               | 0:44:00          |
| 0000096-000<br>1311 N Seymour RD   | 07/03/2012 | 07:59      | 2 140 Tree limbs w/primary wires          |                   | \$0               | 10       | 0.00                                  | COLE, BRENT D - CHIEF       | 5.00               | 0:21:00          |
| 0000097-000<br>2169 N Morrish RD<br>MR Norman Day                                | 07/05/2012 | 04:15      | 2 444 Power line down                     | MR Norman Day     | \$0               | 12       | 0.00                                  | MERRIAM, ERIC M - ASSISTANT | 10.00              | 0:35:00          |
| 0000098-000<br>9440 Beecher RD<br>MR Patrick Kidder                              | 07/05/2012 | 04:59      | 12 445 Arcing wires                       | MR Patrick Kidder | \$0               | 12       | 0.00                                  | MERRIAM, ERIC M - ASSISTANT | 5.00               | 0:25:00          |
| 0000099-000<br>8045 Ingalls ST<br>MS Nancy Sprag                                 | 07/05/2012 | 08:59      | 1 445 Arcing wires                        | MS Nancy Sprag    | \$0               | 9        | 0.00                                  | KING, JACK L - BATT CHIEF   | 11.00              | 0:40:00          |
| 0000100-000<br>Ingalls and Ingalls and Fairchild                                 | 07/05/2012 | 10:49      | 1 444 Power line down, SCPD request       |                   | \$0               | 7        | 0.00                                  | KING, JACK L - BATT CHIEF   | 11.00              | 0:27:00          |
| 0000101-000<br>7111 Granada DR   | 07/05/2012 | 12:09      | 2 311 Assist EMS with patient lift        |                   | \$0               | 7        | 0.00                                  | MERRIAM, ERIC M - ASSISTANT | 13.00              | 0:37:00          |
| 0000102-000<br>Adjacent to 128 I-69 EXPY<br>MR George R Westrick                 | 07/06/2012 | 14:01      | 1 413 Oil spill; blown turbo              |                   | \$0               | 13       | 0.00                                  | KING, JACK L - BATT CHIEF   | 18.00              | 0:52:00          |
| 0000103-000<br>7553 Mason ST   | 07/06/2012 | 21:57      | 1 444 Power line down                     |                   | \$0               | 13       | 10.00                                 | KING, JACK L - BATT CHIEF   | 11.00              | 0:35:00          |
| 0000104-000<br>8373 CAPPY LN   | 07/06/2012 | 22:38      | 1 445 Arcing, shorted electrical          |                   | \$0               | 13       | 4.00                                  | KING, JACK L - BATT CHIEF   | 5.00               | 0:20:00          |
| 0000105-000<br>Directions Sheridan; Sheridan north of Beecher<br>MS Tammy Cramer | 07/07/2012 | 15:40      | 2 531 Smoke invest, unfounded             |                   | \$0               | 10       | 0.00                                  | MERRIAM, ERIC M - ASSISTANT | 15.00              | 0:30:00          |

Incident Log for 07/01/2012 through 07/31/2012

| Inc. No. - Exp. Location   | Date       | Disp. Time | Sta.   | Incident Type                       | Owner Name         | Prop & Cont Value | No. Resp                        | Disp. to Enrte. Min. | Resp. Min. Savings | Total Hr:Min:Sec |
|--|------------|------------|--------|-------------------------------------|--------------------|-------------------|---------------------------------|----------------------|--------------------|------------------|
| 0000106-000<br>8040 Beecher RD<br>MR Don Iman                      | 07/14/2012 | 23:27      | 2 142  | Brush fire at open house            | MR Don Iman        | \$0               | 12                              | 0.00                 | 5.00               | 0:19:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | COLE, BRENT D - CHIEF           |                      |                    |                  |
| 0000107-000<br>305 S Seymour RD<br>MS Sue Smith                    | 07/16/2012 | 14:03      | 12 111 | AMA to Flushing                     |                    | \$0               | 9                               | 0.00                 | 7.00               | 0:37:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
| 0000108-000<br>6053 Deland RD<br>MS Amy Rose                       | 07/16/2012 | 16:25      | 12 111 | AMA to Flushing                     |                    | \$0               | 12                              | 0.00                 | 16.00              | 2:27:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
| 0000109-000<br>11236 Corunna RD<br>MR Doug ?                       | 07/18/2012 | 14:15      | 2 631  | Cntrl Burn, thought to be out of    | MR Doug ?          | \$0               | 8                               | 0.00                 | 10.00              | 1:35:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | KING, JACK L - BATT CHIEF       |                      |                    |                  |
| 0000110-000<br>SW Hill RD  | 07/19/2012 | 14:03      | 12 350 | Extrication, MA to Gaines Twp       |                    | \$0               | 13                              | 4.00                 | 6.00               | 0:46:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | TREIGER, MICHAEL P - LIEUTENANT |                      |                    |                  |
| 0000111-000<br>4965 Schafer DR                                     | 07/21/2012 | 12:31      | 1 113  | Cooking fire, confined to container | LONEY HEIDIE       | \$0               | 12                              | 7.00                 | 11.00              | 0:29:00          |
|  |            |            |        |                                     |                    | \$0               | \$1,500                         |                      | -\$1,500           |                  |
|  |            |            |        |                                     |                    |                   | KING, JACK L - BATT CHIEF       |                      |                    |                  |
| 0000112-000<br>Adjacent to 1205 N Duffield RD                      | 07/23/2012 | 19:33      | 2 400  | Tree Down Removal: CTPD request     |                    | \$0               | 15                              | 0.00                 | 11.00              | 0:45:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | COLE, BRENT D - CHIEF           |                      |                    |                  |
| 0000113-000<br>I-69 and MILLER RD                                  | 07/24/2012 | 16:40      | 1 150  | Garbage bag smoldering              |                    | \$0               | 9                               | 1.00                 | 6.00               | 0:15:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | KING, JACK L - BATT CHIEF       |                      |                    |                  |
| 0000114-000<br>Adjacent to 9267 Bristol RD                         | 07/24/2012 | 18:03      | 1 631  | Controlled ditch grass fire         |                    | \$0               | 11                              | 2.00                 | 5.00               | 0:17:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | KING, JACK L - BATT CHIEF       |                      |                    |                  |
| 0000115-000<br>1140 N Seymour RD<br>MR Charles B Stamm             | 07/25/2012 | 09:42      | 2 137  | 5th Wheel Trlr (RV) fire            | MR Charles B Stamm | \$0               | 10                              | 0.00                 | 9.00               | 0:37:00          |
|  |            |            |        |                                     |                    | \$0               | \$8,500                         |                      | -\$8,500           |                  |
|  |            |            |        |                                     |                    |                   | MERRIAM, ERIC M - ASSISTANT     |                      |                    |                  |
| 0000116-000<br>Adjacent to 9200 W Bristol RD<br>MR John Grant      | 07/30/2012 | 16:00      | 1 631  | Authorized controlled burning       |                    | \$0               | 10                              | 0.00                 | 4.00               | 0:26:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | KING, JACK L - BATT CHIEF       |                      |                    |                  |
| 0000117-000<br>In front of 7319 Potter RD<br>MS Emily Chapman      | 07/31/2012 | 05:24      | 2 444  | Power line down, grass fire         | MS Emily Chapman   | \$0               | 7                               | 0.00                 | 16.00              | 0:41:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | MERRIAM, ERIC M - ASSISTANT     |                      |                    |                  |
| 0000118-000<br>Corunna and Corunna & Seymour<br>MRS Kelli Jo Volek | 07/31/2012 | 17:20      | 2 463  | Vehicle accident, general cleanup   | MRS Kelli Jo Volek | \$0               | 16                              | 0.00                 | 10.00              | 1:10:00          |
|  |            |            |        |                                     |                    | \$0               | \$0                             |                      | \$0                |                  |
|  |            |            |        |                                     |                    |                   | MERRIAM, ERIC M - ASSISTANT     |                      |                    |                  |

Incidents by Shift Including Exposures

| No. Resp.      | Total Hr:Min | Prop & Cont Value | Prop & Cont Loss | Savings  | 0         | 1 | 2  | 3  | 4 |   |
|----------------|--------------|-------------------|------------------|----------|-----------|---|----|----|---|---|
| <b>Totals:</b> | 269          | 17:46:00          | \$0              | \$10,000 | \$-10,000 | 0 | 10 | 12 | 4 | 0 |

The total number of incidents, including exposure fires is 26.

The number of exposure fires is 0.



SWARTZ CREEK AREA FIRE DEPARTMENT  
Income/Expense Report  
For the Seven Months Ending July 31, 2012

|                 | Description                     | Current<br>Mth     | Y-T-D             | Budget            | Remain.Budget     | % Budget      |
|-----------------|---------------------------------|--------------------|-------------------|-------------------|-------------------|---------------|
| <b>Revenues</b> |                                 |                    |                   |                   |                   |               |
| 3582            | OPERATING CONTRIBUTIONS         | 5,875.49           | 232,059.52        | 227,180.00        | (4,879.52)        | (1.02)        |
| 3583            | EQUIPMENT CONTRIBUTIONS         | 0.00               | 0.00              | 36,190.00         | 36,190.00         | 0.00          |
| 3628            | MISC. INCOME (SUNDRY)           | 0.00               | 17.00             | 0.00              | (17.00)           | 0.00          |
| 3630            | GRANT INCOME                    | 0.00               | 4,850.00          | 0.00              | (4,850.00)        | 0.00          |
| 3664            | INVESTMENT INCOME               | 27.18              | 153.71            | 120.00            | (33.71)           | (1.28)        |
| 3673            | SALE OF FIXED ASSETS            | 0.00               | 712.84            | 0.00              | (712.84)          | 0.00          |
|                 | <b>Total Revenues</b>           | <b>5,902.67</b>    | <b>237,793.07</b> | <b>263,490.00</b> | <b>25,696.93</b>  | <b>(0.90)</b> |
| <b>Expenses</b> |                                 |                    |                   |                   |                   |               |
| 4703            | SOCIAL SECURITY                 | 850.26             | 4,739.71          | 10,600.00         | 5,860.29          | 0.45          |
| 4704            | STAFF SALARIES                  | 3,050.09           | 22,066.02         | 42,500.00         | 20,433.98         | 0.52          |
| 4705            | MAIN/TRAIN-SALARIES             | 939.00             | 5,326.00          | 10,900.00         | 5,574.00          | 0.49          |
| 4706            | OFFICER SALARIES                | 1,250.00           | 7,500.00          | 15,000.00         | 7,500.00          | 0.50          |
| 4707            | FIREFIGHTERS SALARY             | 5,875.57           | 27,065.91         | 69,000.00         | 41,934.09         | 0.39          |
| 4708            | DEFERRED COMPENSATION           | 261.75             | 1,449.25          | 3,200.00          | 1,750.75          | 0.45          |
| 4709            | MEDICAL-FIREFIGHTERS            | 0.00               | 3,381.40          | 4,500.00          | 1,118.60          | 0.75          |
| 4710            | UNEMPLOYMENT PAYMENTS           | 0.00               | 821.19            | 5,500.00          | 4,678.81          | 0.15          |
| 4727            | OFFICE SUPPLIES                 | 63.01              | 461.62            | 1,000.00          | 538.38            | 0.46          |
| 4728            | BUILDING SUPPLIES               | 69.91              | 414.84            | 700.00            | 285.16            | 0.59          |
| 4740            | OPERATING SUPPLIES              | 0.00               | 0.00              | 0.00              | 0.00              | 0.00          |
| 4741            | EQUIPMENT SUPPLIES              | 828.68             | 3,900.44          | 8,000.00          | 4,099.56          | 0.49          |
| 4801            | CONTRACT SERVICES               | 47.28              | 5,499.67          | 6,900.00          | 1,400.33          | 0.80          |
| 4820            | 80th Anniversary                | 0.00               | 0.00              | 0.00              | 0.00              | 0.00          |
| 4850            | COMMUNICATIONS                  | 245.97             | 1,631.30          | 4,100.00          | 2,468.70          | 0.40          |
| 4910            | INSURANCE                       | 0.00               | 22,952.00         | 22,000.00         | (952.00)          | 1.04          |
| 4920            | UTILITIES                       | 811.80             | 5,707.14          | 17,000.00         | 11,292.86         | 0.34          |
| 4960            | EDUCATION & TRAINING            | 54.27              | 1,103.53          | 6,400.00          | 5,296.47          | 0.17          |
| 4970            | OFFICE EQUIPMENT                | 0.00               | 0.00              | 240.00            | 240.00            | 0.00          |
| 4976            | FIRE EQUIPMENT                  | 1,582.41           | 6,702.97          | 16,800.00         | 10,097.03         | 0.40          |
| 4978            | FIRE EQUIP.-MAINT/REPAIR        | 100.00             | 8,267.65          | 17,650.00         | 9,382.35          | 0.47          |
| 4979            | FIRE EQUIPMENT-UPGRADES         | 0.00               | 0.00              | 0.00              | 0.00              | 0.00          |
| 4981            | APPARATUS                       | 0.00               | 0.00              | 0.00              | 0.00              | 0.00          |
| 4982            | Loose Equip. New 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              | 49.88              | 49.88             | 800.00            | 750.12            | 0.06          |
| 4988            | COMPUTER SOFTWARE/UPGRADES      | 0.00               | 97.95             | 700.00            | 602.05            | 0.14          |
| 4999            | RESERVE                         | 0.00               | 0.00              | 0.00              | 0.00              | 0.00          |
|                 | <b>Total Expenses</b>           | <b>16,079.88</b>   | <b>129,138.47</b> | <b>263,490.00</b> | <b>134,351.53</b> | <b>0.49</b>   |
|                 | Net Income/<Loss>               | (10,177.21)        | 108,654.60        | 0.00              |                   |               |
| 3400            | FUND BALANCE-Beginning of Year  | 0.00               | 107,174.22        | 0.00              |                   |               |
|                 | <b>Fund Balance-End of Year</b> | <b>(10,177.21)</b> | <b>215,828.82</b> | <b>0.00</b>       |                   |               |

AS OF: August 15, 2012  
TO: Swartz Creek Area Fire Authority  
RECORDED BY: Fire Chief Brent Cole  
SUBJECT: Current Apparatus Readiness Status

| Unit | Type         | Assignment | Status      |
|------|--------------|------------|-------------|
| 11   | 98 Pumper    | Station 1  | In service. |
| 12   | 91 Pumper    | Station 1  | In service. |
| 16   | 91 Squad     | Station 1  | In service. |
| 17   | 79 Grass Rig | Station 1  | In service. |
| 21   | 99 Pumper    | Station 2  | In service. |
| 23   | 92 Tanker    | Station 2  | In service. |
| 26   | 93 Squad     | Station 2  | In service. |
| 27   | 79 Grass Rig | Station 2  | In service. |

To: Chief Brent Cole  
Date: July 29, 2012  
Re: Resignation Letter



Chief,

After our meeting and discussion several months ago, I have come to the conclusion that it is time for me to hang up my helmet. Things have not changed much since we last talked. Effective August 19<sup>th</sup> I will be resigning from the Swartz Creek Area Fire Department. I have thought long and hard about this and it has not been easy. I know that my run and training percentages are way down and I do not want to burden the other officers and firefighters with the lack of my presence. I am willing to help out any way I can with the transition of a new fire prevention officer etc. I will get with Captain Tabit at his earliest convenience to turn in all of my equipment and so forth on or about said date. Again, this has not been an easy decision for me, but with some ongoing family issues and time restraints, I think this will be best. I cannot thank you and the officers as well as the other members of this department for the education, camaraderie, and all the good times I have shared over the past 15yrs. Each and every one of you will be greatly missed.

Sincerely,

A handwritten signature in cursive script that reads 'Mike Treiger'.

Mike Treiger

# LTM AUTO, TRUCK, AND TRAILER

1591 E HIGHWOOD

PONTIAC, MI. 48340

Phone - 248-333-3772 Fax - 248-333-3729

LTM FIRE EQUIPMENT REPAIR E-ONE AUTHORIZED

Sub Estimate For Order #

**038431**

F154892

info@ltmservice.com

Estimate Date : 8/14/2012

## ESTIMATE FOR SERVICES

Cust ID: 2888

**SWARTZ CREEK AREA FIRE**

8100-B CIVIC DR

SWARTZ CREEK, MI 48473

OFFICE 810-635-2300 --- FAX 810-635-7461

2009 MISC -

Lic # : -

Unit # :

VIN # :

Odometer In: 0

| Part Description / Number | Qty | Sale | Extended | Labor Description   | Hours | Extended |
|---------------------------|-----|------|----------|---|-------|----------|
|                           |     |      |          | AMKUS - ONSITE SERVICE FEE<br>(N/C PER KAYLA & MIKE)<br>DATE:<br>CONTACT: JACK KING - BATTALLION<br>CHIEF (810) 845-4994 / (810) 635-2300<br>3 - POWER UNITS<br>2 - CUTTERS - HAVING PROBLEM WITH 1 SET OF CUTTERS<br>STAYING OPEN<br>2 - RAMS<br>2 - SPREADERS<br>1 - COMBO TOOL |       | 0.00     |
|                           |     |      |          | AMKUS - POWER UNIT SERVICE<br>INCLUDES:<br>CLEANING<br>MOTOR OIL CHANGED<br>SPARK PLUG CHANGED<br>PUMP OIL CHANGED<br>PUMP GASKETS REPLACED<br>CONTROL VALVES TESTED<br>QUICK CONNECTS INSPECTED<br>PRESSURE TESTED TO MFG SPECS  |       | 295.00   |
|                           |     |      |          | AMKUS - POWER UNIT SERVICE<br>INCLUDES:<br>CLEANING<br>MOTOR OIL CHANGED<br>SPARK PLUG CHANGED<br>PUMP OIL CHANGED<br>PUMP GASKETS REPLACED<br>CONTROL VALVES TESTED<br>QUICK CONNECTS INSPECTED<br>PRESSURE TESTED TO MFG SPECS  |       | 295.00   |
|                           |     |      |          | AMKUS - POWER UNIT SERVICE<br>INCLUDES:<br>CLEANING<br>MOTOR OIL CHANGED<br>SPARK PLUG CHANGED<br>PUMP OIL CHANGED<br>PUMP GASKETS REPLACED<br>CONTROL VALVES TESTED<br>QUICK CONNECTS INSPECTED<br>PRESSURE TESTED TO MFG SPECS  |       | 295.00   |
|                           |     |      |          | AMKUS - COMBO TOOL SERVICE<br>INCLUDES:<br>CLEANING<br>GREASED<br>HOSES CK'D FOR LEAKS & TEARS<br>TESTED UP TO 10,500 LBS   |       | 95.00    |
|                           |     |      |          | AMKUS - RAM SERVICE<br>INCLUDES:<br>CLEANING<br>GREASED<br>HOSES CK'D FOR LEAKS & TEARS<br>TESTED UP TO 10,500 LBS  |       | 85.00    |

**LTM AUTO, TRUCK, AND TRAILER**

1591 E HIGHWOOD

PONTIAC, MI. 48340

Phone - 248-333-3772 Fax - 248-333-3729

LTM FIRE EQUIPMENT REPAIR E-ONE AUTHORIZED

Sub Estimate For Order #

**038431**

F154892

info@ltmservice.com

Estimate Date : 8/14/2012

**ESTIMATE FOR SERVICES**

Cust ID: 2888

**SWARTZ CREEK AREA FIRE**

8100-B CIVIC DR

SWARTZ CREEK, MI 48473

OFFICE 810-635-2300 --- FAX 810-635-7461

2009 MISC -

Lic # : -

Unit # :

VIN # :

Odometer In: 0

| Part Description / Number | Qty | Sale | Extended | Labor Description   | Hours | Extended |
|---------------------------|-----|------|----------|---|-------|----------|
|                           |     |      |          | CONTROL VALVES TESTED<br>QUICK CONNECTS INSPECTED<br>PRESSURE TESTED TO MFG SPECS<br>AMKUS - RAM SERVICE      |       | 85.00    |
|                           |     |      |          | INCLUDES:<br>CLEANING<br>GREASED<br>HOSES CK'D FOR LEAKS & TEARS<br>TESTED UP TO 10,500 LBS                   |       |          |
|                           |     |      |          | CONTROL VALVES TESTED<br>QUICK CONNECTS INSPECTED<br>PRESSURE TESTED TO MFG SPECS<br>AMKUS - SPREADER SERVICE |       | 95.00    |
|                           |     |      |          | INCLUDES:<br>CLEANING<br>GREASED<br>HOSES CK'D FOR LEAKS & TEARS<br>TESTED UP TO 10,500 LBS                   |       |          |
|                           |     |      |          | AMKUS - SPREADER SERVICE  |       | 95.00    |
|                           |     |      |          | INCLUDES:<br>CLEANING<br>GREASED<br>HOSES CK'D FOR LEAKS & TEARS<br>TESTED UP TO 10,500 LBS                   |       |          |

**Rev Amnt: 1,340.00    Parts: 0.00    Labor: 1,340.00    Total: \$ 1,340.00**

**TERMS NET 30 WITH APPROVED ACCOUNT**

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. All Parts removed will be discarded unless instructed otherwise: Save all Parts\_\_\_\_. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE. \*\*\*TRAVEL WITH CONFIDENCE PLUS NORTH AMERICAN WARRANTY\*\*\*

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_



FACTORY AUTHORIZED  
SALES, SERVICE,  
& PARTS



1591 E. HIGHWOOD • PONTIAC, MI • 48340 • WEB LTMFIRE.COM  
PHONE 248-333-3772 • FAX 248-333-3729  
INFO@LTMFIRE.COM

## AMKUS PRICE QUOTE

**\*\* ADDITIONAL 5% DISCOUNT FOR ANY ITEM OVER \$5000 \*\***  
**\*\* EVERY NEW TOOL PURCHASE COMES WITH A FREE SERVICE 1 YEAR AFTER PURCHASE \*\***

| QTY | PART NUMBER  | UNIT  | UNIT PRICE | SUB TOTAL          |
|-----|--------------|---|------------|--------------------|
| 2   | 220200001000 | Cutter, Amkus, AMK-22, C.O.T. Rotating Handle | \$5,575.00 | \$ 11,150.00       |
| 2   |              | CUTTER TRADE IN                               | -\$400.00  | \$ (800.00)        |
| 1   |              | ADDITIONAL 5% DISCOUNT - OVER \$5000/EA       | -\$557.50  | \$ (557.50)        |
|     |              |   | \$ -       | \$ -               |
|     |              |   | \$ -       | \$ -               |
|     |              | <b>TOTAL</b>                                  |            | <b>\$ 9,792.50</b> |

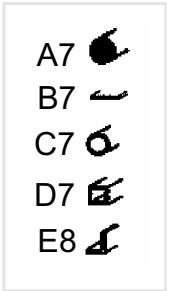
# AMK-22 Cutter

Part Number 220200001000



## SPECIFICATIONS

|   |              |            |                          |
|---|--------------|------------|--------------------------|
| Length:                                 | 24.7 in.     | (627.4 mm) | Performance Level Rating |
| Width:                                  | 7.5 in.      | (190.5 mm) |                          |
| Depth:                                  | 8.9 in.      | (226.1 mm) |                          |
| Weight (Ready-to-use):                  | 46.0 lbs.    | (20.9 kg)  |                          |
| Cutter Opening Distance:                | 5.0 in.      | (127.0 mm) |                          |
| Cutter Opening Time:                    | 5 seconds    |            |                          |
| Cutter Closing Time:                    | 6 seconds    |            |                          |
| Maximum Cutting Force (at top of body): | 200,807 lbs. | (893.2 kN) |                          |
| Rated Input Pressure:                   | 10,500 psi   | (724 bar)  |                          |



## DESIGN & OPERATIONAL FEATURES

- ★ *Unique 360 degree rotating handle with eight positions allows rescuer to place the handle in the best position for the desired cutting action*
- ★ *Control valve placement provides compact design allowing greater access for the user*
- ★ *Tool design provides excellent balance and natural hand placement*
- ★ *Capable of automotive cutting requirements*
- ★ *Anodized for corrosion protection*



2700 Wisconsin Avenue, Downers Grove, IL 60515-4226  
Tel. (630) 515-1800 Fax (630) 515-8866  
Website <http://www.amkus.com> E-mail [experts@amkus.com](mailto:experts@amkus.com)

05/04/09  
Rev. 1





July 23, 2012

Swartz Creek Area Fire Department  
8100-B Civic Drive  
Swartz Creek, MI 48473

Re: Grant Application

Dear Chief Brent Cole,

I am writing to inform you that your grant request has been approved for funding. The Board of Directors of the Par Plan has approved a grant in the amount of \$3,000.00 from the Risk Reduction Grant Program (see item 3 on attached agreement).

Kindly return a signed grant agreement to this office as soon as possible. An additional copy has been enclosed for your files. Once the project is completed, the grantee will be reimbursed upon receipt of bills, invoices, or other appropriate evidence of expenditures for the specific grant purpose and verification from a Par Plan risk control field representative. Invoices for expenditures must be dated after the date of the grant agreement.

**Please note the following information about the time within which a grant is to be used.** The grant's purpose must be completed and the written request for reimbursement must be filed within six (6) months from the date of the grant agreement. If you are unable to use the award before that date, you must contact our office in writing, before the deadline, to request an extension.

Please provide us your feedback and photos which will help us improve the grant process as well as feature grantees in our newsletters, annual reports, and website.

With best regards,

William J. Bamber, Chairman  
MICHIGAN TOWNSHIP PARTICIPATING PLAN

Enclosure: RRGF Grant Agreement

Michigan Township Participating Plan Risk Reduction Grant Program  
Agreement

**Date Agreement entered into: July 12<sup>th</sup>, 2012**

Upon application by **Swartz Creek Area Fire Department** (hereinafter "Grantee") to the Michigan Township Participating Plan Risk Reduction Grant Program (hereinafter "Grantor"), Grantor agrees to make the following Grant, and Grantee agrees to accept such Grant, in accordance with the terms below and subject to the additional conditions set forth in the grant application attached hereto and made a part hereof:

1. GRANT AMOUNT: **\$3,000.00**
2. GRANT TERMS: To be paid upon receipt of bills, invoices or other appropriate evidence of expenditures for the specific grant purpose and verification from a Par Plan risk control field representative. Invoices for expenditures must be dated after the date of this agreement.
3. SPECIFIC PURPOSES OF THE GRANT: The Grant shall be used solely for the purposes as outlined.

***Chevron Stripping on Six (6) Emergency Vehicles***

4. TIME WITHIN WHICH GRANT IS TO BE USED: The grants purpose must be completed and the written request for reimbursement must be filed within six (6) months from the date of the grant agreement. If unable to complete the project before this date, Grantee may contact the Grantor in writing and before the deadline date, for an extension.
5. PHOTO/MEDIA PERMISSION: The grantee authorizes grantor to use photographs or videos either taken by grantor or provided by grantee of the project or program and its participants for promotion and/or advertising related to grantor activities.

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR:  
Michigan Township Participating Plan  
1700 Opdyke Court  
Auburn Hills, Michigan 48326

GRANTEE:  
Swartz Creek Area Fire Department  
8100-B Civic Drive  
Swartz Creek, MI 48473

Print Name: \_\_\_\_\_

By: William J. Bamba  
Authorized Signor

By: \_\_\_\_\_  
Authorized Signor

Dated: July 12<sup>th</sup>, 2012

Dated: \_\_\_\_\_

The Swartz Creek Area Fire Department is requesting sealed bids for 2 sets of turnout gear. The accepted brands and models of turnout gear are listed below.

Sperian (Honeywell) Ultra-Motion  
Janesville V-Force  
Globe G-Xtreme

The gear that is quoted must meet or exceed all requirements listed below. Failure to meet any of the below listed requirements may constitute the sealed bid being rejected.

### **General**

The coat and pants shall meet the following requirements:

The gear must be the latest design that increases mobility for the firefighter by allowing for the greatest range of motion while at the same time reducing stress and exertion to the user. Specific areas include but are not limited to the elbows, knees, shoulders, and waist.

Gear must meet all current NFPA standards including the latest revisions.

Construction materials shall be the following. Outer shell shall be of a minimum of 7oz. PBI Matrix, tan in color. Thermal liner shall be Glide II 2 layer made of virgin material. Moisture barrier shall be Crosstech double layer.

The liner systems shall be easily removable from the outer shell for maintenance and repair.

All seams (including but not limited to) closures, trim, patches, hooks, and Velcro shall be double stitched.

Garments shall have inspection ports to evaluate the integrity of the internal liners.

All closures shall be Velcro with the exception of the front closure on the pant and coat, which shall be inner zipper and outer Velcro.

Your Company must provide fitting for the selected members at our location at 2 dates and times of our choosing that is agreeable to both parties.

### **Coat**

The coat shall meet the following requirements:

Short length coat while still maintaining the appropriate overlapping as required by the latest revision of NFPA during all ranges of motion.

A soft Drag Rescue Device that functions freely of the liner system and outer shell and shall have PBI cover flap labeled "DRD".

Lettering high on the center of the back of the coat reading "S C A F D" shall be Scotchlite 3-inch lime stitched onto the coat. Iron on or glued letters are not acceptable.

Reflective trim shall be "New York" style Scotchlite lime/silver triple trim.

A radio pocket with a drain hole in the bottom and Velcro closure on the right chest made from outer shell material. The pocket shall be 4" wide X 2" deep X 7" tall. There shall be a microphone loop made of outer shell or similar material for the purpose of securely hanging speaker mic above the radio pocket.

A reinforced snap hook and a reinforced D ring on the left chest.

Bellows style left and right pockets with drain holes in the bottom and Velcro closure. The pockets shall incorporate hand warmers.

Closure shall be zipper type with Velcro storm flap.

A 3" collar with Velcro closure designed for appropriate coverage while allowing full range of motion and comfort for the user.

Cuffs on the coat shall have standard wristlets.

Elbows shall be reinforced for added abrasion and moisture resistance.

An interior pocket on the inside left chest.

Internal liners in the arm shall include a material that prevents wicking of moisture from the wrist up the arm.

American flag patch on the left sleeve

### **Pants**

The pants shall meet the following requirements:

Low rise type while still maintaining appropriate coverage as required in latest revision of NFPA.

Padded rip cord or parachute style adjustable suspenders.

One left and one right bellows style pocket with drain holes in the bottom that is 7" high X 7" wide X 2" deep with Velcro closure. Pockets shall be accessible while wearing the coat without having to lift the coat.

Knees shall be reinforced with a water and wear resistant material of the same or similar color.

Closure shall be zipper with Velcro storm flap.

Adjustable take up straps on the left and right waist.

A single strip of Scotchlite lime/silver triple trim around the lower leg.

Internal liners on the lower leg that come in contact with the boot shall be reinforced with a material that prevents wicking of moisture up the leg and unnecessary wear to the liner system.

Pants shall have a boot cut option that removes a portion of the lower rear pant that will prevent unnecessary wear to the pant from dragging on the ground or being abraded by firefighting boots.

### **Additional requirements and information**

Shipping charges must be included with the proposal and listed as a separate charge.

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

The sealed bid that is submitted shall be good for not less than 90 days from the date that is awarded. Your quote must also indicate the size range covered by your pricing and any increases or deviations that fall outside these parameters.

Any questions or concerns that are deemed to may effect your proposal must be addressed with the SCAFD within 3 days of your company receiving the request for sealed bids. Questions can be addressed to Fire Chief Brent Cole at 810 635 2300 during normal business hours or via email at [bdcole@scafd.com](mailto:bdcole@scafd.com)

Sealed bids must be returned certified mail and be received at the SCAFD no later than September 14, 2012 until 1300 EST. They shall be mailed to:

Fire Chief Brent Cole  
Swartz Creek Area Fire Department  
Attn: TOG proposal  
8100-B Civic Dr.  
Swartz Creek MI, 48473

Bids shall be opened at the regularly scheduled Fireboard meeting scheduled for September 17<sup>th</sup>, 2012. The board may award a bid or decline to take action at this meeting pending a review of the proposals.

This posting replaces all previous ones.

**FIRE LIEUTENANT POSITIONS:**  
**PROCEDURE FOR SUCCESSION OF FIRE LIEUTENANT**

All applications are to be submitted to the Chief of the Department. One (1) Fire Lieutenant position is being posted for Station 1. Current station assignments will be considered in the filling of these positions.

All applicants must meet the following requirements (persuant to Swartz Creek Area Fire Authority Rules and Regulations):

1. Applicants must be a current member of the Swartz Creek Area Fire Department, in good standing.
2. Applicants must demonstrate adequate fire department knowledge and skills to perform duties of a Fire Lieutenant.
3. Applicants must have successfully completed Firefighter I & II Certification.
4. Applicants must have successfully completed Fire Officer Pre-Requisites and I & II Certification or be actively pursuing this certification.
5. Applicant must maintain availability to meet the time requirements of the position.
6. Applicant must submit a typed narrative describing their qualifications for the position.
7. The Fire Board reserves the right to waive any of the above requirements.  
(All applicants shall be notified of any waivers of specific requirements)

Note: Incident response and training attendance percentages will be considered in the filling of these positions.

|  |
|--|
| <b>Attach written resume with this form. Include why you are seeking this position and what expectations and/or goals you would like to achieve.</b> |
| <b>NAME:</b>   |
| <b>ADDRESS:</b>  |
| <b>TELEPHONE NUMBERS:</b>  |
| <b>EMAIL:</b>  |
| <b>BEST TIMES TO BE CONTACTED:</b>   |
| <b>CURRENT POSTION/STATION ASSIGNED:</b>   |

*Applications must be submitted to the Chief of the Department (at Station 1), no later than Sunday, September 9, 2012. Interviews will be held with an appointed selection committee on Thursday, September 13, 2012, starting at 1800. Applicants will be contacted for interview times prior to this date. The recommendations of the selection committee will be presented to the Swartz Creek Area Fireboard at their regular meeting on September 20, 2012.*

# SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

# INVOICE

Invoice Number: 080912  
 Invoice Date: Aug 9, 2012  
 Page: 1  
*Duplicate*

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

| Bill To:   |
|--|
| CITY OF SWARTZ CREEK<br>8083 CIVIC DRIVE<br>SWARTZ CREEK, MI 48473 |

| Ship to:   |
|--|
| CITY OF SWARTZ CREEK<br>8083 CIVIC DRIVE<br>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         |                     | 8/31/12  |

| Quantity | Item   | Description          | Unit Price | Amount   |
|----------|--------|----------------------|------------|----------|
| 130.75   | FIRE02 | FIRE SERVICE 07/2012 | 13.03      | 1,703.53 |

|                        |                 |
|------------------------|-----------------|
| Subtotal               | 1,703.53        |
| Sales Tax              |                 |
| Total Invoice Amount   | 1,703.53        |
| Payment/Credit Applied |                 |
| <b>TOTAL</b>           | <b>1,703.53</b> |

Check/Credit Memo No:



**SWARTZ CREEK AREA FIRE DEPARTMENT**

8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

**INVOICE**

Invoice Number: 080913  
 Invoice Date: Aug 9, 2012  
 Page: 1  
*Duplicate*

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

| Bill To:  |
|---|
| CLAYTON TOWNSHIP<br>2011 MORRISH ROAD<br>SWARTZ CREEK, MI 48473 |

| Ship to:  |
|---|
| CLAYTON TOWNSHIP<br>2011 MORRISH ROAD<br>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         |                     | 8/31/12  |

| Quantity | Item   | Description          | Unit Price | Amount   |
|----------|--------|----------------------|------------|----------|
| 225.25   | FIRE02 | FIRE SERVICE 07/2012 | 12.97      | 2,920.95 |

|                        |                 |
|------------------------|-----------------|
| Subtotal               | 2,920.95        |
| Sales Tax              |                 |
| Total Invoice Amount   | 2,920.95        |
| Payment/Credit Applied |                 |
| <b>TOTAL</b>           | <b>2,920.95</b> |

Check/Credit Memo No:

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

|           |        |                         |   |  | 31-Jul-12  |
|-----------|--------|-------------------------|---|--|--|
| DATE:     | CHECKS | PAYEE:                  | AMT   | ACCT   | TRANSACTION DESCRIPTION  |
| 7/2/2012  | 16090  | APOLLO FIRE EQUIPMENT   | \$126.31<br>\$5.96  | 4741<br>4727                                 | RUBBER SEAL<br>SHIPPING  |
| 7/2/2012  | 16091  | CHARTER                 | \$64.17   | 4850   | PHONE STA 2  |
| 7/2/2012  | 16092  | TRUDY ONORE             | \$30.00   | 4801   | CLEAN STA 1  |
| 7/2/2012  | 16093  | STATE OF MICHIGAN       | \$5.00  | 4741   | RADIO SUBSCRIPTION FEE   |
| 7/2/2012  | 16094  | VALLEY PETROLEUM        | \$139.90  | 4741   | FUEL   |
| 7/9/2012  | 16095  | BRADYS BUSINESS SYSTEMS | \$17.28   | 4801   | M/A COPIER   |
| 7/9/2012  | 16096  | CLAYTON TWP             | \$40.51   | 4920   | SEWER  |
| 7/9/2012  | 16097  | SCAFA                   | \$374.00  | 22024  | ASSOC. DUES  |
| 7/9/2012  | 16098  | FLUSHING LAWN & TRACTOR | \$21.90   | 4741   | OIL MIX  |
| 7/9/2012  | 16099  | FRIEND OF THE COURT     | \$77.45   | 22026  | FRIEND OF THE COURT  |
| 7/9/2012  | 16100  | GILL ROYS               | \$6.45<br>\$5.99  | 4741<br>4960                                 | EQUIP SUPPLIES<br>TRAINING SUPPLIES  |
| 7/9/2012  | 16101  | ICMA                    | \$565.34<br>\$261.75  | 22023<br>4708                                | DF COMP EE PORTION<br>DF COMP ER PORTION   |
| 7/9/2012  | 16102  | PETER SHEK              | \$20.95   | 22027  | GARNISHMENT  |
| 7/9/2012  | 16103  | STATE OF MICHIGAN       | \$302.81  | 22022  | 06/12 STATE TAX  |
| 7/9/2012  | 16104  | SUBURBAN AUTO           | \$51.55   | 4741   | EQUIP SUPPLIES/FILTERS   |
| 7/9/2012  | 16105  | VALLEY PETROLEUM        | \$146.02  | 4741   | FUEL   |
| 7/16/2012 | 16106  | COMCAST                 | \$181.80  | 4850   | PHONE/INTERNET STA 1   |
| 7/16/2012 | 16107  | CONSUMERS ENERGY        | \$217.81  | 4920   | UTILITIES STA 2  |
| 7/16/2012 | 16108  | DOUGLASS SAFETY         | \$71.40<br>\$8.33   | 4976<br>4727                                 | SUSPENDERS<br>SHIPPING   |
| 7/16/2012 | 16109  | JACK KING               | \$44.99   | 4741   | REIMB FOR SWITCH FOR 41-26   |
| 7/16/2012 | 16110  | VISA                    | \$39.79<br>\$48.28<br>\$49.88<br>\$22.96<br>\$41.94<br>\$1,452.50 | 4727<br>4960<br>4984<br>4741<br>4728<br>4976 | TONER<br>REFRESHMENTS<br>BATTERY BACKUP<br>EQUIPMENT SUPPLIES<br>BUILDING SUPPLIES<br>FLASHLIGHTS (100 CLUB GRANT) |
| 7/23/2012 | 16111  | APOLLO FIRE EQUIPMENT   | \$58.51   | 4976   | VALVE CRANK FOR E-11   |
| 7/23/2012 | 16112  | CITY OF SWARTZ CREEK    | \$553.48  | 4920   | UTILITIES STA 1  |
| 7/23/2012 | 16113  | DOUGLASS SAFETY         | \$138.00<br>\$8.93  | 4976<br>4727                                 | 02 SENSOR FOR GAS DETECTOR<br>SHIPPING   |
| 7/23/2012 | 16114  | ICMA                    | \$70.00   | 22023  | DF COMP EE PORTION   |
| 7/23/2012 | 16115  | LOWES                   | \$27.97   | 4728   | PADLOCK/EXTENSION POLE   |
| 7/23/2012 | 16116  | SOUTHEAST EQUIP         | \$100.00  | 4978   | M/A AIR QUALITY  |
| 7/23/2012 | 16117  | VALLEY PETROLEUM        | \$125.60  | 4741   | FUEL   |
|           |        |                         | (\$302.81)  | 22022  | 06/12 STATE TAX  |
|           |        |                         | \$2,255.63  | 22021  | 07/12 SOC SEC  |
|           |        |                         | \$357.77  | 22022  | 07/12 STATE TAX PAYABLE  |
|           |        |                         | \$7,149.78  | 1002   | 07/11 PAYROLL  |
|           |        |                         | \$1,094.00  | 1002   | 07/23 PAYROLL  |
|           |        | TOTAL                   | \$16,079.88   |  |  |

VOID CHECKS:

| Swartz Creek Area Fire Board |              |  |                |              |
|------------------------------|--------------|--|----------------|--------------|
| 1960-2012                    |              |  |                |              |
|                              |              |  |                |              |
| William Young                | 1960-1967    |  | Rich Vavro     | 1990-1996    |
| John West                    | 1960-1975    |  | Beth Rayburn   | 1991-1992    |
| Willard Harris               | 1960-1969    |  |                | 1994         |
| Williams                     | 1968-1970    |  | Mary Niles     | 1991-1996    |
| Lawrence                     | 1970-1974    |  |                | 1999-2000    |
| Douglas Masak                | 1973-1974    |  | Sally Lurvey   | 1992-1993    |
| Rod May                      | 1975-1978    |  | Jim Liguori    | 1993-1996    |
| Wayne Golden                 | 1975-1976    |  | Judy Fonger    | 1993-1996    |
| Ernie Callard                | 1975-1976    |  | Mark Simpson   | 1994-1995    |
| Harold Root                  | 1975         |  |                | 1998-1999    |
| Brooks Carmichael            | 1975         |  | Tim Vesper     | 1995-2006    |
| Thomas Baker                 | 1975         |  | Ray Adams      | 1996-1997    |
|                              | 1978-1979    |  | Rod Shumaker   | 1996-2008    |
| William Riggs                | 1975-1976    |  | Mike Messer    | 1996-present |
| Ken Perry                    | 1976-1977    |  | Dennis Allen   | 1996-2001    |
| Jack Fick                    | 1976-1980    |  | Bert Cox       | 1996-1998    |
|                              | 1987-1988    |  | Richard Derby  | 1997-present |
| Gerald Barber                | 1977-1982    |  | Norvel Johnson | 1999-present |
| Bruce Williams               | 1980-1981    |  | Curt Porath    | 2000-2002    |
| Ralph Warnstrom              | 1980-1982    |  | Jason Christie | 2001-2008    |
| David Viener                 | 1980-1987    |  | Peter Plum     | 2005-2007    |
| David Dieck                  | 1981-1987    |  | Rick Clolinger | 2006-present |
| James Malaska                | 1981-1982    |  | Ray Thornton   | 2008-present |
| Donna McCoy Lindstrom        | 1982-1985    |  | Greg Childers  | 2008-2011    |
|                              | 1993         |  | Dave Hurt      | 2008-present |
|                              | 2002-2004    |  | Rich Tesner    | 2012-present |
| Patricia Lampkin             | 1982-1984    |  |                |              |
| Hefflinger                   | 1982-1983    |  |                |              |
| Jane Wracan                  | 1983-1984    |  |                |              |
|                              | 1990-1992    |  |                |              |
|                              | 1995-1996    |  |                |              |
| George Trundle               | 1984-1985    |  |                |              |
| Boots Abrams                 | 1984-present |  |                |              |
| Donald Cheney                | 1985-1986    |  |                |              |
| Richard Abrams               | 1985-1991    |  |                |              |
| Kay Hart                     | 1986-1994    |  |                |              |
| Mike Thomas                  | 1987-1988    |  |                |              |
| Richard Delbridge            | 1987-1990    |  |                |              |
| Delbert Rice                 | 1989         |  |                |              |
| L. Hughson                   | 1989         |  |                |              |
| Ted Meehle                   | 1989         |  |                |              |



# MUST HAVE

| Name and address of Bidder  | Phone Number                                    | Date                                       |
|---|---|--|
| Rocks Concrete<br>10080 Ray Rd<br>Gaines, Mi. 48436                             |   | Mailed 7-20-12                             |
| Doug Howard Const.<br>4337 Torrey Rd<br>Flint, Mi. 48507                        |   | Mailed 7-20-12                             |
| Insulmaster<br>3345 S. Seymour Rd<br>Swartz Creek, Mi. 48473                    | LM 7/24/12<br>635-4444                          | Mailed 7-20-12                             |
| Zito Contractors<br>8033 Fenton Rd.<br>Grand Blanc, Mi. 48439                   | 7/24/12 TT Katei fax ed<br>695-9025<br>695-4994 | Mailed 7-20-12                             |
| J+J Concrete Work<br>6109 Sonny Ave<br>Flushing, Mi. 48433                      | LM 7/24/12<br>810-732-7069                      | Mailed - 7-20-12                           |
| Ted Henry (TJ's Contracting)<br>P.O. Box 441<br>Flushing, Mi. 48433             |   | Mailed 7-20-12                             |
| Badgley Const<br>9179 Bristol Rd<br>Swartz Creek Mi                             | OK  | Mailed 7-20-12                             |
| Donaldson & Son's<br>355 S. Seymour<br>S.C. 48473                               | 659-5094  | Mailed 7-23-12                             |
| Curbco<br>P.O. Box 70<br>S.C. 4847  | 232-2121 sent 7/25/12<br>Listings<br>email      | Mailed 7-23-12                             |
| JBI Concrete Lifting<br>3218 Reid<br>S.C. 48473                                 | 810-655-3524                                    | Mailed 7-23-12                             |
| Cam (Const. Assoc of Mich)<br>483636 Woodward Ave<br>Bloomfield Hills, Mi 48302 | email gold@cam-online.com<br>248-972-1120       | Cam news room@gmail.com<br>emailed 7-24-12 |
| Cataldo Inc<br>PO Box 129<br>New Lothrop mi 48460                               | 810 638 2020<br>810 638 2022                    | 7-25-12                                    |

**ADVERTISEMENT FOR BIDS**

**CITY OF SWARTZ CREEK**

Sealed bids for sidewalk repair will be accepted by the City of Swartz Creek until 2:30 p.m., August 2, 2012, at which time bids will be opened, read and tabulated.

Specifications may be picked up at the City Hall, 8083 Civic Drive, Swartz Creek, Michigan, Monday-Friday, 8:00 a.m. to 4:30 p.m.

Scale of project is estimated to be approximately 1,775 sq ft. of 4"-8" concrete at various locations. Work to be completed by October 15, 2012. All bidders must be fully insured. Scope of work may be subject to change.

The City of Swartz Creek has the right to accept or reject any and all bids.

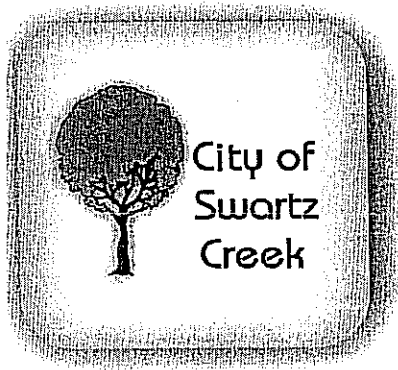
Juanita Aguilar, City Clerk  
City of Swartz Creek, Michigan

“An Equal Opportunity Employer”

\*\*\*\*\*

Thursday, July 19, 2012  
PROOF REQUIRED  
Flint Journal

Please bill the:       City of Swartz Creek  
                              8083 Civic Drive  
                              Swartz Creek, MI 48473



Date: July 20, 2012

Re: Solicitation of Sidewalk Repair Bids  
City of Swartz Creek

To Whom It May Concern:

Swartz Creek is requesting bids regarding replacement of damaged sidewalks in the City. Enclosed, please find specifications and information about sidewalk replacement/repair. Please submit your bid to the Office of the Clerk, 8083 Civic Drive, Swartz Creek, Michigan 48473, no later than 2:30 p.m., August 2, 2012 on the attached sheet.

At that time, the bids will be opened in the City Council Chambers at City Hall. Bids shall be awarded based on a cost per square foot basis. As such, please submit a cost per square foot for 4", 6", and 8" sidewalks for a project of this scale. As per specifications all work must be completed by October 15, 2012.

The City of Swartz Creek reserves the right to reject any and all bids or any portion of any bid which, in its opinion, is not in the best interest of the City, and to award the bid or bids according to City's interest.

If you have any questions or concerns, you can contact me at 810.635-4464.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Kehoe", is written over the word "Sincerely,".

Robert Kehoe  
Building Inspector

---

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org)

[ftp://cityofswartzcreek.org](http://ftp://cityofswartzcreek.org)

**CITY OF SWARTZ CREEK  
SPECIFICATIONS AND INFORMATION  
FOR REPLACEMENT SIDEWALKS (4", 6", AND 8")  
SUMMER 2012**

**GENERAL INFORMATION**

The City of Swartz Creek is beginning the annual city-wide sidewalk repair program. Property owners will be notified of sidewalk on their property that is declared to be in a state of disrepair and be given thirty (30) days to repair same. Total repairs inventoried for this year are estimated at about 1,775 square feet at various locations, plus additional change orders requested by property owners. Note that some of these repairs may be carried out independently of this program.

The City will be taking bids on 4", 6" and 8" (reinforced) sidewalk on a "square foot" cost to assist in repairing sidewalk. Should the property owner want to use the successful bidder, they would make payment to the City in the amount invoiced by the successful bidder, who in return will pay the contractor after successful completion of the work.

The work will be done on an "as needed" procedure to be determined by the City of Swartz Creek. Please contact Rob Kehoe at the City Offices, 810.635.4464, if you have questions.

**GENERAL SPECIFICATIONS**

1. Existing broken sidewalk shall be removed and hauled away.
2. Existing broken sidewalk removed at nearest joint. The edge of existing sidewalk and driveway shall be smooth and straight before new concrete is poured next to them. Saw cutting may be required to produce a smooth and straight edge.
3. Existing tree roots, clay, etc., to be removed by contractor.
4. Contractor to clean up, backfill, and seed area as needed.
5. All concrete shall have minimum test strength of 3,000 psi in compression after twenty-eight (28) days.
6. Pitch all sidewalks downward toward the street at a minimum slope of 1/4" per foot.
7. Expansion Joints: Place 1/2" traverse expansion joints through the sidewalk at 100 foot intervals and at all points where the line of the sidewalk changes direction. Expansion joints shall also be placed next to existing concrete driveways.
8. Crack Control: Joint Dummy; joints for crack control shall be placed at four foot (4') intervals for four foot (4') wide walk and five foot (5') intervals for five foot (5') wide walk.
9. Thickness: All walks shall be four inches (4") thick except at driveways where they shall be six inches (6") thick.
10. Width: Unless otherwise required, all walks shall be of the same width as the existing walk.



11. Finishing Concrete: The concrete shall be spaded next to the forms to insure the removal of all voids in the concrete. The finish surface of the concrete slab shall be trowelled smooth and brushed lightly with a stiff broom or brush. Care shall be exercised to avoid overworking the finish and thereby bringing the fine material to the surface.
12. Finished Joints: All joints shall have a radius of 1/2" formed with the proper tools.

## CONSTRUCTION NOTES

### Protection

The concrete shall be protected at all times from damage by rain, hail, excessive heat, freezing temperatures, and vandalism during construction. Any damage resulting from neglect or failing to cope with these conditions must be repaired at the expense of the resident/contractor.

### Vehicle and Equipment

The bidder shall furnish his own vehicles and equipment as necessary for the performance of his duties under this bid.

### Insurance

As a requirement of the bid accepted by the City of Swartz Creek, the successful bidder will be licensed and bonded to work within the street right-of-way. All coverage's shall be placed with insurance companies licensed and admitted to do business in the State of Michigan unless otherwise approved by the City. Policies shall be reviewed by the City for completeness and limits of coverage. All coverage's shall be with insurance carriers acceptable to the City. The Provider shall maintain the following insurance coverage's for the duration of the Agreement.

- A. Commercial General Liability coverage of not less than one million dollars (\$1,000,000) per person and two million dollars (\$2,000,000) per occurrence combined single limit with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as Additional Insured. The coverage shall be primary as to the Additional Insured's, and not contributing with any other insurance or similar protections available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.
- B. Workers Compensation Insurance in accordance with Michigan statutory requirements including Employer's Liability Coverage.
- C. Commercial Automobile-Vehicle Insurance in the amount of not less than \$1,000,000 (one million dollars) per person and \$5,000,000 (five million dollars) per occurrence combined single limit per accident with the City, including all elected and appointed officials, all employees and volunteers, named as an Additional Insured.

### Payment

Successful contractor is required to submit an itemized invoice within two (2) days of completion of work to the Code Enforcement Officer.

The invoice will include the area or areas worked, the length and depth of sidewalk poured, the address where the work was done; also, the date completed.

All invoices will be submitted as the work is completed and will be paid by the City within 7 business days.

#### Completion

All work must be completed by October 15, 2012.

#### Rejection/Award of Bid

The City of Swartz Creek reserves the right to reject any and all bids or any portion of any bid which, in its opinion, is not in the best interest of the City, and to award the bid or bids according to City's interest.

Sealed bids on forms prepared by the City of Swartz Creek (attached) will be received by the City of Swartz Creek at City Hall, 8083 Civic Drive, Swartz Creek, Michigan, 48473, until 2:30 P.M. on **Thursday, August 2, 2012**

#### Deviations

Any deviations from the general specifications, vehicle and equipment, or insurance, as herein required, should be brought to the attention of the Code Enforcement Officer for the City of Swartz Creek.

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
BID SHEET  
2012 SIDEWALK REPAIR**

4" Concrete                    \$ \_\_\_\_\_ PER SQUARE FOOT

6" Concrete                    \$ \_\_\_\_\_ PER SQUARE FOOT

8" Concrete (Reinforced)    \$ \_\_\_\_\_ PER SQUARE FOOT

NAME (PRINTED): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_      DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

|                    |              |        |                  |
|--------------------|--------------|--------|------------------|
| MCP Rental         |              | 4318   | Morrish Rd.      |
| Neil               | Markva       | 4306   | Morrish Rd.      |
| Family             | Worship      | 4484   | Morrish Rd.      |
| Gerald             | Becker       | 8060   | Miller Rd.       |
|                    |              |        |                  |
| City               | Swartz Creek | 5035   | Holland Dr.      |
|                    |              |        |                  |
|                    | May          | 5017   | Holland Dr.      |
|                    | Brady        | 5170   | Morrish Rd.      |
| Feng               | Myers        | 7523   | Miller Rd.       |
| Paul               | Maul         | 7306   | Miller Rd.       |
|                    |              |        |                  |
| Scott & Patrice    | Maul         | 4203   | Hickory          |
| Davison            | Creek        | 8603   | Miller Rd.       |
|                    |              |        |                  |
|                    |              |        |                  |
| Hazel              | Adams        | 5403   | Seymour Rd.      |
| Barbara            | Robinson     | 9179   | Norbury          |
| Delbert            | Cutter       | 5259   | Durwood Dr.      |
| Alex               | Chea         | 5208   | Durwood Dr.      |
| Randolph           | Molzer       | 5396   | Durwood Dr.      |
|                    |              |        |                  |
| Randolph           | Fowler       | 5233   | Greenleaf Dr.    |
| Jo Ann             | Crafts       | 8371   | Cappy Ln.        |
| Land Bank          |              | 5333   | Worcester Dr.    |
|                    |              |        |                  |
| Gary               | Mc Gowen     | 5029   | Winston Dr.      |
| Brad               | Stiff        | 9040   | Chesterfield Dr. |
| Daniel             | Miller       | 9072   | Chesterfield Dr. |
| Fannie Mae         |              | 9103   | Chesterfield Dr. |
|                    |              |        |                  |
| Martial            | Viens        | 5255   | Greenleaf Dr.    |
| Thomas             | Czerniak     | 5204   | Daval Dr.        |
|                    |              |        |                  |
| William            | Harasim      | 5141   | Oxford Ct.       |
| Sheryl             | Poleshuk     | 8523   | Chesterfield Dr. |
| Michael            | Trelger      | 8453   | Cappy Ln.        |
| Swartz Creek       | Schools      | S Side | Cappy Ln.        |
| Swartz Creek       | Schools      | SW Cor | Fairchild St.    |
| Swartz Creek       | Schools      | NW Cor | Fairchild St.    |
| Swartz Creek       | Schools      | SW Cor | Fairchild St.    |
| Scott              | Wright       | 8360   | Cappy Ln.        |
| Fed Natl Mort Assn |              | 5070   | McIn St.         |
| Chad               | Sexton       | 5048   | McIn St.         |
| Betty              | Whittman     | 5051   | School St.       |

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
BID SHEET  
2012 SIDEWALK REPAIR**

4" Concrete                      \$ 4.75 PER SQUARE FOOT

6" Concrete                      \$ 5.25 PER SQUARE FOOT

8" Concrete (Reinforced)      \$ 5.75 PER SQUARE FOOT

NAME (PRINTED): David Wurtz

SIGNATURE: 

DATE: August 2, 2012

ADDRESS: Curbeo, Inc.  
3146 S. Dye Rd.  
Flint, MI 48507

PHONE: (810) 232-2121

|                 |              |         |                  |
|-----------------|--------------|---------|------------------|
| MCP Rental      |              | 4318    | Morrish Rd.      |
| Nell            | Markva       | 4306    | Morrish Rd.      |
| Family          | Worship      | 4484    | Morrish Rd.      |
| Gerald          | Becker       | 8060    | Miller Rd.       |
|                 |              |         |                  |
| City            | Swartz Creek | 5035    | Holland Dr.      |
|                 |              |         |                  |
|                 | May          | 5017    | Holland Dr.      |
|                 | Brady        | 5170    | Morrish Rd.      |
| Feng            | Myers        | 7523    | Miller Rd.       |
| Paul            | Maul         | 7306    | Miller Rd.       |
|                 |              |         |                  |
| Scott & Patrice | Maul         | 4203    | Hickory          |
| Davison         | Creek        | 8603    | Miller Rd.       |
|                 |              |         |                  |
|                 |              |         |                  |
| Hazel           | Adams        | 5403    | Seymour Rd.      |
| Barbara         | Robinson     | 9179    | Norbury          |
| Delbert         | Cutter       | 5259    | Durwood Dr.      |
| Alex            | Chea         | 5208    | Durwood Dr.      |
| Randolph        | Molzer       | 5396    | Durwood Dr.      |
|                 |              |         |                  |
| Randolph        | Fowler       | 5233    | Greenleaf Dr.    |
| Jo Ann          | Crafts       | 8371    | Cappy Ln.        |
| Land Bank       |              | 5333    | Worcester Dr.    |
|                 |              |         |                  |
| Gary            | Mc Gowen     | 5029    | Winston Dr.      |
| Brad            | Stiff        | 9040    | Chesterfield Dr. |
| Daniel          | Miller       | 9072    | Chesterfield Dr. |
| Fannie Mae      |              | 9103    | Chesterfield Dr. |
|                 |              |         |                  |
| Martal          | Viens        | 5255    | Greenleaf Dr.    |
| Thomas          | Czerniak     | 5204    | Daval Dr.        |
|                 |              |         |                  |
| William         | Harasim      | 5141    | Oxford Ct.       |
| Sheryl          | Poleshuk     | 8523    | Chesterfield Dr. |
| Michael         | Treiger      | 8453    | Cappy Ln.        |
| Swartz Creek    | Schools      | SI Side | Cappy Ln.        |
| Swartz Creek    | Schools      | SW Cor  | Fairchild St.    |
| Swartz Creek    | Schools      | NW Cor  | Fairchild St.    |
| Swartz Creek    | Schools      | SW Cor  | Fairchild St.    |
| Scott           | Wright       | 8360    | Cappy Ln.        |
| Fed Natl Morry  |              |         |                  |
| Assn            |              | 5070    | Mclain St.       |
| Chad            | Sexton       | 5048    | Mclain St.       |
| Betty           | Whittman     | 5051    | School St.       |

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
BID SHEET  
2012 SIDEWALK REPAIR**

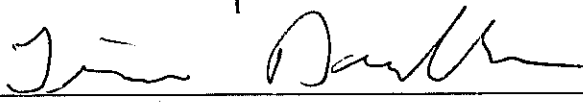
4" Concrete                    \$ 5.20 PER SQUARE FOOT

6" Concrete                    \$ 6.00 PER SQUARE FOOT

8" Concrete (Reinforced)    \$ 8.50 PER SQUARE FOOT

Edge Grinding                \$ 100.00 PER APPLICATION

NAME (PRINTED): Timothy L. Donaldson

SIGNATURE:  DATE: 7/31/12

ADDRESS: Donaldson & Sons Inc.  
355 S. Seymour Rd. Flushing MI 48433

PHONE: 810-659-5094    810-397-8967



# CERTIFICATE OF INSURANCE

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN  
 FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN  
 Lansing, Michigan 48909

AMENDED

Name and Address of Certificate Holder:

Named Insured and Address:

City of Swartz Creek  
 8083 Civic Drive  
 Swartz Creek MI 48473

Donaldson & Sons  
 355 S Seymour Road  
 Flushing MI 48433

Issue Date: 07/31/2012

This is to certify that the policy(ies) of insurance indicated below has (have) been or will be issued by the above-indicated insurance company to the above-indicated Named Insured and is (are) or will be in force for the indicated policy period(s). However, this certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below.

|   |                                   |   |  | Bodily Injury                               |              | Property Damage    |              |
|---|-----------------------------------|---|--|---|--------------|--------------------|--------------|
| Auto Liability  |                                   |   |  | Each Person                                 | \$           |                    |              |
| <input type="checkbox"/> Owned (Inc. Statutory No-fault Cvs.)                           |                                   | Eff.  |  | Each Occurrence                             | \$           | Each Occurrence    | \$           |
| <input type="checkbox"/> Non-Owned  |                                   | Exp.  |  |   |              |                    |              |
|   |                                   |   |  | <b>Combined Single Limit</b>                |              |                    |              |
| Business Auto Liability   | BAP-2087130                       | Eff. 01/18/12                                       |  | Each Accident                               | \$ 500,000   |                    |              |
| <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned                       |                                   | Exp. 01/18/13                                       |  | Coverage A - Statutory                      |              |                    |              |
| Worker's Disability Compensation  | WCC2640985                        | Eff. 10/05/11                                       |  | Coverage B - Bodily Injury by Accident      | \$ 100,000   | Each Accident      |              |
|   |                                   | Exp. 10/05/12                                       |  | (Employer's Liab.) Bodily Injury by Disease | \$ 100,000   | Employee           |              |
|   |                                   |   |  | Bodily Injury by Disease                    | \$ 500,000   | Policy Limit       |              |
| Comprehensive General Liability or Commercial Package                                   | SF09301                           | Eff. 01/18/12                                       |  | Each Occurrence                             | \$ 1,000,000 | Products Aggregate | \$ 2,000,000 |
| <input type="checkbox"/> Including <input type="checkbox"/> Excluding                   |                                   | Exp. 01/18/13                                       |  | General Aggregate                           | \$ 2,000,000 |                    |              |
| Products-Completed Operations   |                                   |   |  |   |              |                    |              |
| <input type="checkbox"/> Hired Auto <input type="checkbox"/> Non-Owned Auto             |                                   |   |  |   |              |                    |              |
| <input type="checkbox"/> Excluding Explosion, Collapse, and Underground Property Damage |                                   |   |  |   |              |                    |              |
| Owners' or Contractors' Protective Liability  |                                   | Eff.  |  | Each Occurrence                             | \$           |                    |              |
|   |                                   | Exp.  |  |   |              |                    |              |
| Products - Completed Operations Liability   |                                   | Eff.  |  | Each Occurrence                             | \$           | Products Aggregate | \$           |
|   |                                   | Exp.  |  |   |              |                    |              |
| Garage Liability and Non-Owned Autos  |                                   | Eff.  |  | Each "Accident" "Garage Operations"         |              |                    |              |
|   |                                   | Exp.  |  | "Auto" Only                                 | \$           |                    |              |
|   |                                   |   |  | Other than "Auto" Only                      | \$           |                    |              |
|   |                                   |   |  | Aggregate "Garage Operations"               |              |                    |              |
|   |                                   |   |  | Other than "Auto" Only                      | \$           |                    |              |
| Umbrella Liability  |                                   | Eff.  |  | Limit                                       | \$           |                    |              |
|   |                                   | Exp.  |  |   |              |                    |              |
| Farmowners Liability Including Products   |                                   | Eff.  |  | Limit                                       | \$           |                    |              |
|   |                                   | Exp.  |  |   |              |                    |              |
| Business Pursuits   | <input type="checkbox"/> Excluded | <input type="checkbox"/> Included: Type (describe): |  |   |              |                    |              |

In the event of cancellation of any of the insurance policy(ies) indicated above before the expiration date thereof, the Company will endeavor to mail notice of such cancellation to the above-named Certificate Holder by regular mail to the last known address of the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

Authorized Signature

2894  
Agent No.

25  
County No.



# Cub Scout Pack 357

Walter Melen  
Den 2 Leader  
5090 Winston Dr,

bzworkn@gmail.com  
810-635-7430



BOY SCOUTS OF AMERICA

August 22, 2012

Paul Bueche, City Manager

Dear Sir:

Cub Scout Pack 357 would like to request that the City of Swartz Creek waive the usage fee for the Winshall Park pavilion on 8/25/12. Cub Scouts are a non-profit service group and are committed to helping and growing our community. We are using the park for our first annual summer get together.

Sincerely,

A handwritten signature in cursive script, appearing to read "Walt Melen".

Walt Melen  
Den 2 Leader

## CITY OF SWARTZ CREEK

### BOARDS AND COMMISSIONS

| BOARD/COMMISSION                | ADDRESS                             | HOME     | OFFICE-CELL | START    | APPOINT  | END      | MISC  |
|---------------------------------|-------------------------------------|----------|-------------|----------|----------|----------|-------|
| <b>CITY COUNCIL</b>             |                                     |          |             |          |          |          |       |
| C. David Hurt                   | 1st<br>9214 Chesterfield            | 635-7706 |             | 03/08/99 | 11/02/10 | 11/04/14 | 4 Yr. |
| Richard B. Abrams               | At-Large<br>5352 Greenleaf          | 635-9224 | c=2825416   | 11/06/84 | 11/04/08 | 11/06/12 | 4 Yr. |
| Rae Lynn Hicks                  | 2nd<br>8373 Miller                  | 635-3569 | C=444-8229  | 11/07/06 | 11/02/10 | 11/04/14 | 4 Yr. |
| Betty Binder                    | At-Large<br>8079 West Bristol Rd    | 635-4930 | c=730-0080  | 11/04/08 | 11/04/08 | 11/06/12 | 4 Yr. |
| Curtis Porath                   | 3rd<br>4485 Frederick St.           | 635-4398 | C=348-4162  | 11/05/02 | 11/02/10 | 11/04/14 | 4 Yr. |
| David Krueger                   | At-Large<br>7399 Miller Rd          | 635-4692 | C=240-2358  | 11/04/08 | 11/04/08 | 11/06/12 | 4 Yr. |
| Michael Shumaker                | 4th<br>4084 Jennie Lane             | 635-3107 | C=429-3068  | 11/05/02 | 11/02/10 | 11/04/14 | 4 Yr. |
| <b>BOARD OF REVIEW</b>          |                                     |          |             |          |          |          |       |
| Robert Brown                    | 4359 Springbrook Dr.                | 635-0615 |             | 07/01/09 | 07/13/09 | 07/21/12 | 3 Yr. |
| Joseph J. Edgerton              | 9127 Chesterfield                   | 635-9832 | 635-9513    |          | 07/01/11 | 06/30/14 | 3 Yr. |
| Wanda Tyler                     | 6483 W. Bristol Road                | 635-2225 | 252-3567    |          | 06/30/07 | 06/30/13 | 3 Yr. |
| <b>FIRE BOARD</b>               |                                     |          |             |          |          |          |       |
| Richard L. Derby                | Clayton<br>9230 Corunna             | 635-4056 |             | ??       | ??       |          |       |
| Michael Messer                  | Clayton<br>2060 S. Morrish          | 635-3476 |             | ??       | ??       |          |       |
| Greg Childers                   | Clayton                             |          |             | ??       | ??       |          |       |
| Ray Thornton                    | -City Citizen Rep<br>5367 Greenleaf | 635-9205 |             | 04/01/08 | 11/22/10 | 11/12/12 | 2 Yr. |
| Rick Clolinger                  | City Citizen Rep<br>8100-A Civic    | 635-4401 |             | 12/04/06 | 11/22/10 | 11/12/12 | 2 Yr. |
| David Hurt                      | Council Rep<br>9214 Chesterfield    | 635-7706 |             | 11/10/08 | 11/22/10 | 11/12/12 | 2 Yr. |
| Boots Abrams                    | 5352 Greenleaf                      | 635-9224 |             | 04/01/10 | 04/01/12 | 03/31/13 | 1 Yr. |
| <b>GENESEE COUNTY METRO ALL</b> |                                     |          |             |          |          |          |       |
| David Krueger                   | Delegate<br>7399 Miller Rd          | 635-4692 | C=240-2358  | 11/24/08 | 11/22/10 | 11/12/12 | 2 Yr. |
| Ronald Schultz                  | Citizens<br>4279 Springbrook Dr     | 635-8575 | 732-1574    | 07/01/04 | 11/22/10 | 11/12/12 | 2 Yr. |
| <b>GEN COUNTY NARC CONTROL</b>  |                                     |          |             |          |          |          |       |
| Curtis Porath                   | Delegate<br>4485 Frederick St.      | 635-4398 | C=348-4162  | 11/24/08 | 11/22/10 | 11/12/12 | 2 Yr. |
| Rae Lynn Hicks                  | Alternate<br>8373 Miller            | 635-3569 | C=444-8229  | 11/24/08 | 11/22/10 | 11/12/12 | 2 Yr. |
| <b>GAIN AUTO THEFT</b>          |                                     |          |             |          |          |          |       |
| C. David Hurt (Delegate)        | 9214 Chesterfield                   | 635-7706 |             | 02/27/12 | 11/12/12 | 11/04/14 | 2 Yr. |
| Ricky Clolinger (Alternate)     | 8100-A Civic                        | 635-4401 |             | 02/27/12 | 11/12/12 | 11/04/14 | 2 Yr. |
| <b>GEN COUNTY SMALL CITIES</b>  |                                     |          |             |          |          |          |       |
| Richard Abrams                  | Delegate<br>5352 Greenleaf          | 635-9224 | c=2825416   | 11/25/02 | 11/22/10 | 11/12/12 | 2 Yr. |
| Mike Shumaker                   | Alternate<br>4084 Jennie Lane       | 635-3107 | C=429-3068  | 11/25/02 | 11/22/10 | 11/12/12 | 2 Yr. |
| <b>LOCAL OFF COMP COMM</b>      |                                     |          |             |          |          |          |       |
| Monte R. Morgan, Vice Chair     | 5388 Greenleaf                      | 635-4395 |             |          | 10/01/10 | 09/30/13 | 3 Yr. |
| Patricia Maksymiu, Chair        | 7188 Miller                         | 635-3814 |             |          | 10/01/10 | 09/30/14 | 4 Yr. |
| Ronald Schultz                  | 4279 Springbrook                    | 635-8575 | 732-1574    | 11/25/02 | 09/08/08 | 09/30/11 | 3 Yr. |
| David Alexander                 | 5346 Greenleaf Dr.                  | 635-2321 |             |          | 09/30/07 | 09/30/11 | 4 Yr. |
| Tommy Butler                    | 40 Somerset                         | 635-7640 |             | 10/01/09 | 10/01/10 | 09/30/11 | 1Yr.  |
| <b>PARK AND REC ADV BOARD</b>   |                                     |          |             |          |          |          |       |
| Korene Kelly                    | 7281 Bristol Rd.                    | 635-8632 | C=252-7116  |          | 01/01/06 | 12/31/12 | 3 Yr. |
| Rodney Gardner                  | 5024 Brady                          | 635-9101 | C=625-7626  | 11/22/99 | 01/01/06 | 12/31/12 | 3 Yr. |
| Michael Shumaker                | 4084 Jennie                         | 635-3107 | C=429-3068  | 11/22/99 | 01/01/06 | 12/31/12 | 3 Yr. |
| Rick Henry                      | 6353 Bristol                        | 635-7509 | C=691-3653  |          | 01/01/06 | 12/31/12 | 3 Yr. |
| Ron Schultz                     | 4279 Springbrook                    | 635-8575 | 732-1574    | 10/24/06 | 10/04/06 | 12/31/12 | 3 Yr. |
| Dave Plumb                      | 5152 S. Morrish #79                 | 965-4573 |             | 11/24/08 | 11/24/08 | 12/31/12 | 3 Yr. |

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS**

| BOARD/COMMISSION                | ADDRESS                    | HOME         | OFFICE-CELL      | START    | APPOINT  | END      | MISC         |
|---------------------------------|----------------------------|--------------|------------------|----------|----------|----------|--------------|
| Rae Lynn Hicks (Vice)           | 8373 Miller                | 635-3569     | C=444-8229       | 04/10/01 | 01/01/06 | 12/31/12 | 3 Yr.        |
| Ray Thornton                    | 5367 Greenleaf Dr.         | 635-9205     |                  | 11/09/03 | 01/01/06 | 12/31/12 | 3 Yr.        |
| James Florence (Sec)            | 4296 Springbrook           | 635-2772     | C=444-2002       | 11/25/02 | 01/01/06 | 12/31/12 | 3 Yr.        |
| <b>PLANNING COMMISSION</b>      |                            |              |                  |          |          |          |              |
| Robert Florine                  | 5914 Cross Creek           | 635-8764     |                  | 07/01/03 | 07/13/09 | 06/30/12 | 3 Yr.        |
| James Florence                  | 4296 Springbrook           | 635-2772     | C=444-2002       | 09/08/08 | 07/13/09 | 06/30/12 | 3 Yr.        |
| Kathy Ridley                    | 3414 Elms                  | 635-3168     |                  | 09/17/02 | 07/01/10 | 06/30/13 | 3 Yr.        |
| Carl Conner                     | 4061 Elms                  | 635-9024     | 238-5200, Pgr:88 | 10/25/99 | 07/01/11 | 06/30/14 | 3 Yr.*       |
| Douglas Stephens (Chairperson)  | 5250 Birchcrest            | 635-2134     | 635-4090         | 06/26/89 | 07/01/11 | 06/30/14 | 3 Yr.*       |
| Bud Grimes                      | 5171 Oakview Drive         | 635-7284     |                  | 07/01/04 | 07/01/10 | 06/30/13 | 3 Yr.        |
| C. David Hurt                   | 9214 Chesterfield          | 635-7706     |                  | 11/30/03 | 11/22/10 | 11/12/12 | 1 Yr.        |
| Paul Bueche                     | 8083 Civic Dr              | 635-4464     |                  | 11/09/98 | 11/22/10 | 11/12/12 | 2 Yr.        |
| Richard Abrams                  | 5352 Greenleaf Dr          | 635-9224     | c=282-5416       | 11/12/02 | 11/22/10 | 11/12/12 | 2 Yr.        |
| <b>W.W.S. ADV COMM</b>          |                            |              |                  |          |          |          |              |
| Tom Svrcek, Delegate            | 8083 Civic                 | 635-4464     |                  |          | 11/22/10 | 11/12/12 | 2 Yr.        |
| Paul Bueche, Alternate          | 8083 Civic                 | 635-4464     |                  |          | 11/22/10 | 11/12/12 | 2 Yr.        |
| <b>ZONING BOARD OF APPEALS</b>  |                            |              |                  |          |          |          |              |
| Douglas Stephens                | 5250 Birchcrest            | 635-2134     | 635-4090         | 10/25/99 | 07/01/11 | 06/30/14 | 3 Yr.*       |
| Ronald Smith, Secretary         | 9194 Chesterfield          | 635-9619     |                  | 07/10/95 | 07/01/11 | 06/30/14 | 3 Yr.*       |
| Curt Porath Council Rep         | 4485 Frederick St.         | 635-3079     | 348-4162         | 11/11/02 | 11/22/10 | 11/12/12 | 2 Yr.        |
| Ronald Schultz, Chairperson     | 4279 Springbrook           | 635-8575     | 732-1574         | 11/08/04 | 11/22/10 | 11/12/12 | 3 Yr.        |
| James Packer, Vice Chairperson  | 7216 Miller Rd.            | 635-3724     |                  |          | 11/22/10 | 11/12/12 | 3 Yr.        |
| Bradley Stiff (Alternate)       | 9040 Chesterfield Dr.      | 252-3174     |                  | 10/13/08 | 07/01/11 | 06/30/14 | 3 Yr.*       |
| John Gilbert (Alternate)        | 7459 Miller Rd.            | 635-9762     |                  | 10/13/08 | 07/01/11 | 06/30/14 | 3 Yr.*       |
| <b>CONSTR. BOARD OF APPEALS</b> |                            |              |                  |          |          |          |              |
| Douglas Stephens                | 5250 Birchcrest Dr.        | 635-2134     | 635-4090         | 06/09/03 | 11/22/10 | 11/12/12 | 2 Yr.        |
| Michael Shumaker                | 4084 Jennie                | 635-3107     | C=429-3068       | 06/09/03 | 11/22/10 | 11/12/12 | 2 Yr.        |
| Ronald Schultz                  | 4279 Springbrook           | 635-8575     | 732-1574         | 06/09/03 | 11/22/10 | 11/12/12 | 2 Yr.        |
| <b>911 CONSORTIUM</b>           |                            |              |                  |          |          |          |              |
| Paul Bueche (Executive Board)   | 8083 Civic                 | 635-4464     |                  |          | 11/22/10 | 11/12/12 | 2 Yr.        |
| <b>STREET ADMINISTRATOR</b>     |                            |              |                  |          |          |          |              |
| Tom Svrcek Delegate             | 8083 Civic Dr.             | 635-4464     |                  | 11/22/10 | 11/22/10 | 11/12/12 | 2 Yr.        |
| Paul Bueche Alternate           | 8083 Civic Dr.             | 635-4464     |                  | 11/27/06 | 11/22/10 | 11/12/12 | 2 Yr.        |
| <b>DDA</b>                      |                            |              |                  |          |          |          |              |
| Richard Abrams (Mayor)          | 5352 Greenleaf Dr.         | 635-9224     | c=282-5416       | 09/27/04 | 11/22/10 | 11/12/12 | 2 Yr.        |
| Teresa L. Spence                | 11401 Miller, Gaines 4843  | 989-288-4646 | 989-288-0609     | 04/26/10 | 04/26/10 | 03/31/12 | 4 Yr         |
| Paul Bueche                     | 8083 Civic Dr.             | 635-4464     |                  | 09/27/04 | 12/01/10 | 11/30/13 | 1 Yr. / 4Yr  |
| Rodney Gardner                  | 5024 Brady St.             | 635-9109     | C= 625-7626      | 09/27/04 | 04/01/10 | 03/31/14 | 4Yr          |
| Cliff Hull                      | 6200 Reid Rd. Sw. Cr.      | 655-3714     | 635-4090         | 09/27/04 | 04/01/10 | 03/31/14 | 4Yr          |
| Steve Mardlin                   | 5340 Chin Maya Dr. Sw. Cr. | 635-3869     | 635-9010         | 09/27/04 | 07/01/11 | 06/30/15 | 4Yr          |
| Mark Nemer                      | 8122 W. Hill Sw. Cr.       | 610-5013     | 610-5013         | 09/27/04 | 04/01/08 | 03/31/12 | 4 Yr. / 4Yr* |
| Ernie Eckerdt                   | 5019 Brady, PO Box 4       | 635-8790     | c=252-9479       | 01/28/08 | 12/01/10 | 11/30/13 | 4 Yr.        |
| Sandy Raffaelli                 | 8098 Miller Rd             | 635-4262     | 287-1941         | 09/27/04 | 07/01/11 | 06/30/15 | 4Yr          |

**CITY OF SWARTZ CREEK**  
**BOARDS AND COMMISSIONS**

| BOARD/COMMISSION                  | ADDRESS                 | HOME     | OFFICE-CELL  | START    | APPOINT  | END      | MISC  |
|-----------------------------------|-------------------------|----------|--------------|----------|----------|----------|-------|
| <b>DDA CITIZEN ADVISORY BOARD</b> |                         |          |              |          |          |          |       |
| Vacant (Ernie Eckerdt)            |                         |          |              | 08/22/05 | 11/27/06 | 11/04/08 | 2 Yr. |
| Juliet Stephens-Kijek             | 8103 Miller Rd          | 630-0847 |              | 08/22/05 | 11/24/08 | 11/08/10 | 2 Yr. |
| Vacant (Betty Binder)             |                         |          |              |          |          |          | 2 Yr. |
| Fred Pajtas                       | 7580 Church St.         |          |              | 08/22/05 | 11/24/08 | 11/08/10 | 2 Yr. |
| Jennie Moench                     | 5030 First St.          | 630-0577 |              | 08/22/05 | 11/24/08 | 11/08/10 | 2 Yr. |
| Shelly Wilson                     | 8126 Ingalls St.        | 625-2555 |              | 08/22/05 | 11/24/08 | 11/08/10 | 2 Yr. |
| Jeff Litwin                       | 7506 Grove              | 635-9440 | C= 240-0996  | 08/22/05 | 11/24/08 | 11/08/10 | 2 Yr. |
| Peggy Burnham                     | 8104 Miller Rd.         | 630-8156 |              | 08/22/05 | 11/24/08 | 11/08/10 | 2 Yr. |
| Becky Tabit                       | 5027 Brady              | 635-0441 |              | 08/22/05 | 11/24/08 | 11/08/10 | 2 Yr. |
| <b>Sr. Center</b>                 |                         |          |              |          |          |          |       |
| Melinda Soper, Director           | 5442 Mancelona, Gr Bl   | 695-1615 | 394-2360     |          |          |          |       |
| Marta Bentoski, Assit Director    | 10512 Village, Gr Blanc | 603-2790 | 248-310-0828 |          |          |          |       |
| Barbara Hyrman                    |                         |          |              |          |          |          |       |
| Jim Florence, President           | 4296 Springbrook        | 635-2772 | C=444-2002   |          |          |          |       |
| Roger Bloss, Vice President       | 8370 Reid Rd.           | 635-3788 | 397-6635     |          |          |          |       |
| Ann Knight, Treasurer             | 4935-321 Ita Ct.        | 635-7342 |              |          |          |          |       |
| Sally Creech, Secretary           | 3496 Seymour Rd         | 635-7703 |              |          |          |          |       |
| Harold O'Brien                    |                         |          |              |          |          |          |       |
| Phillip Bracey                    | 4449 Lindewood Dr       | 733-3353 |              |          |          |          |       |
| Pat McLeod                        | 9319 Elaine Dr.         | 635-4954 |              |          |          |          |       |
| Dorothy White                     | 7284 Grandwood Dr       | 655-8416 |              |          |          |          |       |

November 2012 Elections  
 Need Appointment

## **MAYOR/COUNCIL APPOINTMENTS**

(NOTE THAT ALL MAYORAL APPOINTMENTS ARE TO BE CONFIRMED BY THE CITY COUNCIL)

AUTO THEFT COUNCIL (GAIN): No Reference – **MAYOR**  
Delegate - Councilmember                      Alternate – Councilmember

BOARD OF REVIEW: Charter: 9.7 – **COUNCIL**  
Comprised of three (3) members from the electorate.

CONFEDERATION FOR AREA MUNICIPALITIES FOR ECONOMIC OPPORTUNITY (CAMEO): No Reference – **Defunct**

CONSTRUCTION BOARD OF APPEALS: MI Building Code/State Statute - **COUNCIL**  
Statute stipulates a minimum of three (3) and no more than seven (7) members.  
Swartz Creek traditionally appoints three (3).

DOWNTOWN DEVELOPMENT AUTHORITY (DDA): Ordinance: 6-21 thru 25 and  
Governing Rules – **MAYOR**  
Governing Rules stipulate nine (9) members; the Mayor, at least five (5) having an  
interest in downtown property and at least one (1) residing in the downtown district.

DEVELOPMENT AREA CITIZEN'S COUNCIL (DACC): State Statute - **COUNCIL**  
State Statute requires nine (9) members of the electorate and residing within the  
downtown district to act as advisory/review board for the DDA Development Plan  
and subsequent action.

FIRE BOARD (SWARTZ CREEK AREA): No Reference – **MAYOR**  
Fire Agreement between City of Swartz Creek and Clayton Township calls for three  
(3) members from each municipality and one (1) annual "swing" member  
(City/Township). One representative from the City Council and one representative of  
the Township Board is to be included; the balance from the electorate.

GENESEE COUNTY METROPOLITAN ALLIANCE: No Reference – **MAYOR**  
METRO request: One (1) City Council representative and one (1) citizen  
representative.



# **By-Laws Flint Area Narcotics Group (FANG)**

## **Article I Membership**

Membership in FANG shall be open to all governmental entities upon duly authorized execution of a copy of the Interlocal Agreement.

## **Article II. Board of Directors**

The fiscal administration and policy-making division of the FANG unit shall be known as the Board of Directors. The Board of Directors shall consist of one (1) elected official from each participating unit of government. In the case of cities and villages, the respective councils may appoint a manager/president as their individual representative. Each municipality may appoint an alternate to serve when the official designated is unable to attend a meeting. Each member of the Board of Directors shall have an equal voice in the operations of the Board. The Board of Directors may meet on a quarterly basis (Jan., Mar., June, Sept.) and in any event shall meet annually in September (the annual meeting) at a suitable location. The Unit Commander shall provide written notice of all meetings. A quorum shall be a simple majority of the members present.

At the annual meeting, the Board of Directors shall elect from their membership a Chairperson, Vice-Chairperson, and Secretary. All terms of office shall be for one year. Alternates shall not be eligible to hold office.

The Chairperson, Vice-Chairperson, and Secretary shall make up the Executive Committee for the Board of Directors.

Any emergency non-budgeted expenditure of up to \$2,000.00 may be approved by a majority vote of this Executive Committee.

The Executive Committee with the Unit Commander, at the annual meeting, shall present to the membership for approval a budget for the ensuing year.

The Board of Directors shall establish such rules and regulations for its conduct, as it may deem necessary. Parliamentary procedure shall be the authority for all matters of procedure.

All news/press releases shall go through the Chairperson.

### **Article III Operations Board**

An advisory component of the FANG unit shall be known as the “Operations Board”.

The Operations Board shall consist of the Genesee County Prosecutor, the Director of Michigan State Police, and the Chief of Police from each participating municipality. The Operations Board shall elect from its membership a Chairperson, Vice-Chairperson, and Secretary.

The primary purpose of the Operations Board is to act as staff for the Board of Directors as prescribed in the Operations Board by-laws, approved and adopted by the Operations Board and the Board of Directors.

Those duties in cooperation with the Unit Commander shall include but not limited to; running the different task force concepts, scheduling, operational guideline development, identifying work areas, evaluation of personnel performance, and to provide effective operation of the unit.

The Operations Board shall meet at such times as the membership shall determine, but not less than quarterly.

The Operations Board and the Board of Directors shall approve all amendments to the Operations Board by-laws.

The Operations Board Chairperson or Vice Chairperson shall attend all meetings of the Board of Directors.

### **Article IV Supervisor of the Task Force (Unit Commander)**

The officers assigned to the FANG unit will be under the direct daily supervision of a supervisor herein referred to as “The Unit Commander” and shall be assigned by the Director of the Michigan State Police.

Day to day operations of the Task Force shall be the responsibility of the Unit Commander.

The Unit Commander shall be responsible for presenting to the Executive Committee an annual budget at least thirty (30) days prior to the annual meeting of the Board of Directors.

### **Article V Functions**

It is the intent that FANG be established for the purpose of responding to illegal controlled substance activities, which have no respect for jurisdictional boundaries, using the task force approach by law enforcement agencies. Identification of task force endeavors shall be under the direction of the Unit Commander.



## **Article VI Funding and Dues Structure**

Available grant monies and special project funds will fund activities as prescribed in the "Interlocal Agreement".

Unless provided for in these by-laws, all participating members of FANG shall pay annual dues as provided for in exhibit "A".

In lieu of a monetary contribution, as dues the City of Flint shall provide two narcotics officers and the necessary equipment needed by two officers.

All dues shall be paid annually as prescribed in the "Interlocal Agreement".

## **Article VII Disputes**

Any FANG activity dispute that cannot be resolved by the Unit Commander or the Operations Board shall be resolved by the Board of Directors.

## **Article VIII Right of Withdrawal**

Any participating entity may withdraw from participation in FANG as provided for in Article III of the Interlocal Agreement.

## **Article IX By-Laws Amendments**

Any changes to these By-Laws must be submitted, in writing, to the Executive Committee at least thirty (30) days prior to the annual meeting of the Board of Directors.

The Unit Commander shall include proposed by-law changes in the notice of the annual meeting to all members of the Board of Directors. By-laws amendments shall be discussed and voted upon at said annual meeting. Amendments require a majority vote of the Board of Directors present.

**FLINT AREA NARCOTICS GROUP  
(FANG)  
OPERATIONS BOARD BY LAWS**

IN ACCORDANCE WITH SECTION III OF THE INTERLOCAL AGREEMENT THE  
FOLLOWING OPERATIONS BOARD BY-LAWS ARE HEREBY ADOPTED THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_.

**Article I**

**Membership and Responsibilities**

- I. As allowed for under Article I, Section II of the Interlocal Agreement, the Operations Board membership will consist of the chief law enforcement officers, or their representatives, of the agencies contributing law enforcement personnel and/or meeting the obligations of a participating entity as established by the Flint Area Narcotics Group (hereinafter referred to as FANG) bylaws.
- II. The general responsibility of the Operations Board is to assist the Unit Commander with issues relating to the mission, direction, training and operation of FANG.

**Article II**

**Meetings**

- I. A quorum is required for the purpose of conducting the official business of the Operations Board and shall consist of one third of the membership as defined in Article I, Section I.
- II. Meetings shall be conducted in accordance with generally accepted practices and protocols.
- III. A simple majority vote of the quorum shall be used to conduct the business of the Operations Board unless otherwise stipulated in the bylaws.
- IV. The Unit Commander and the Operations Board Chairman shall hold Operations Board meetings on a quarterly basis.
- V. The Unit Commander and Operations Board Chairman may call special meetings as necessary to deal operational issues.
- VI. The membership shall be informed in writing of the date, time, and location of all Operations Board regular and special meetings.

**Article III**

**Officers of the Board**

- I. Members of the Operations Board shall elect a Chairman, Vice Chairman, and Secretary no later than the first meeting of the Operations Board following the adoption of the bylaws.
- II. The terms of office shall be for a period of two years.

**Article IV**  
**Duties of Officers**

- I. Chairman of the Operations Board duties include:
  - A. Chair the meetings of the Operations Board.
  - B. Maintain a liaison with the Unit Commander, the FANG Board of directors, and the membership regarding issues relating to the operations and mission of the Unit.
  - C. Appoint committees as necessary to conduct the business of the Operations Board.
  - D. Serve as an adhoc member of all appointed committees.
- II. Vice-Chairman of the Operations Board duties include:
  - A. Fulfill the duties of the Chairman in his/her absence.
  - B. Assist the Chairman as needed.
- III. Secretary of the Operations Board duties include:
  - A. The secretary shall ensure that minutes of the Operations Board are properly recorded and distributed to the members.
  - B. Keep Attendance Records.
  - C. Ensure that voting protocols are followed.
  - D. File and maintain all Board records.

**Article V**  
**General Elections**

- I. Subsequent election of officers will occur at the quarterly meeting preceding the start of the FANG fiscal year in which the two year term has expired.
- II. Individuals meeting the criteria established in Article I, Section I, with the exclusion of a representative of the chief law enforcement officer, may be eligible for nomination and election.
- III. Only a member as defined in Section I of the Operations Board Bylaws shall be eligible to place a nomination(s). All nominations shall be taken from the floor.
- IV. The vote will be taken by paper ballot, which will have a place for the voting member to record their preference for each office. Ballots shall be tabulated immediately and the results announced.
- V. The member receiving the greater number of ballots for a stated office shall be deemed elected by the membership.

**Article VI**  
**Special Elections**

- I. A special election shall be caused by a vacancy of office. The election to fill the vacant office shall occur at the regular meeting following the vacancy of office.
- II. The membership of the Operations Board shall be informed of the vacancy of office prior to the meeting.
- III. The election process as stated in Article V of the Operations Board Bylaws shall be followed.
- IV. The term of office shall be the remainder of the regular term.

**Article VII**  
**Removal from Office**

- I. An elected member of the Operations Board may be removed from office by the general membership for cause which includes:
  - A. Failure to attend meetings.
  - B. Failure to attend to the responsibilities of the office.
- II. Actions for cause shall be brought at a regularly scheduled meeting and voted on at the next regularly scheduled meeting.
- III. It shall take a two thirds supporting vote to remove a member from office.

**Article VIII**  
**Selection and Retention of Unit Personnel**

- I. When a vacancy is available at the Unit, the Unit Commander shall inform the members of the Operations Board in writing.
- II. Each member shall have the opportunity to submit the name of an officer for Unit membership and approval by the Unit Commander.
- III. In the event that more names are submitted than positions are open, the Unit Commander, in consultation with the Chairman of the Operations Board and the Chairman of the Executive Board, shall make the final Unit personnel selection(s).
- IV. All personnel assigned to the Unit shall serve for a minimum period of two years.
- V. Openings in the Unit shall be on a rotating schedule as to not adversely impact the Unit and the continuity of Unit operations.

**Article IX**  
**Unit Discipline**

- I. The Unit Commander is responsible for the day to day operations of the Unit as established by the Interlocal Agreement and the FANG bylaws. The Unit Commander in such capacity has the responsibility of giving direction and maintaining order with the Unit. All personnel assigned to the Unit are expected to participate at levels acceptable for the effective and efficient operations of the Unit.
- II. For minor violations the Unit Commander has the authority, in conjunction with the employee's Police Chief, to counsel the employee and/or develop a work plan for the correction of deficiencies. The officer's department shall be kept informed and consulted when such incidents occur and prior to any action taken, except in case of an emergency. Minor violations include, but are not limited to:
  - A. Failure to maintain an acceptable level of performance.
  - B. Failure to follow general orders or work rules, i.e., showing up late for work.
- III. For major violations the Unit Commander, shall contact the employee's Chief of Police and after consultation make a determination on the employee's status. In

serious emergency situations, the Unit Commander has the authority to suspend an employee from participation in the Unit. The Unit Commander may make recommendation to the employee's Chief of Police regarding disciplinary issues or the employee's continued involvement in the Unit.

- A. Repeated minor violations that have not been corrected after the Unit Commander has counseled the employee and actions by the employing department have been unsuccessful in correcting the behavior.
  - B. Any behavior that compromises the integrity of the Unit or the safety of its members and/or the public.
- IV. If a disciplinary matter is not resolved satisfactorily, the Unit Commander can request a special meeting before the Operations Board to request that an employee be removed from the Unit and returned to the employees department.
- V. No section of these bylaws is intended to replace the department's rules and regulations or union contracts. In the case of any conflict, the department's rules and union contracts would prevail.

#### **Article X Amending of the Bylaws**

- I. Any member at a regularly scheduled meeting may make a motion recommending an amendment of the Operations Board bylaws.
- II. Such motion, receiving a second and duly passed by a majority of the quorum present, shall cause the Chairman to appoint a bylaws review committee for the purpose of making a recommendation to the membership.
- III. The bylaws committee shall report its recommendation in writing to the full Operations Board membership for review and action at the next regularly scheduled Operations Board meeting.
- IV. Any recommendation of the committee to change the Operations Board bylaws shall require an affirmative vote of the majority of those members present.

## **MAYOR/COUNCIL APPOINTMENTS**

(NOTE THAT ALL MAYORAL APPOINTMENTS ARE TO BE CONFIRMED BY THE CITY COUNCIL)

AUTO THEFT COUNCIL (GAIN): No Reference – **MAYOR**  
Delegate - Councilmember                      Alternate – Councilmember

BOARD OF REVIEW: Charter: 9.7 – **COUNCIL**  
Comprised of three (3) members from the electorate.

CONFEDERATION FOR AREA MUNICIPALITIES FOR ECONOMIC OPPORTUNITY (CAMEO): No Reference – **Defunct**

CONSTRUCTION BOARD OF APPEALS: MI Building Code/State Statute - **COUNCIL**  
Statute stipulates a minimum of three (3) and no more than seven (7) members.  
Swartz Creek traditionally appoints three (3).

DOWNTOWN DEVELOPMENT AUTHORITY (DDA): Ordinance: 6-21 thru 25 and  
Governing Rules – **MAYOR**  
Governing Rules stipulate nine (9) members; the Mayor, at least five (5) having an  
interest in downtown property and at least one (1) residing in the downtown district.

DEVELOPMENT AREA CITIZEN'S COUNCIL (DACC): State Statute - **COUNCIL**  
State Statute requires nine (9) members of the electorate and residing within the  
downtown district to act as advisory/review board for the DDA Development Plan  
and subsequent action.

FIRE BOARD (SWARTZ CREEK AREA): No Reference – **MAYOR**  
Fire Agreement between City of Swartz Creek and Clayton Township calls for three  
(3) members from each municipality and one (1) annual "swing" member  
(City/Township). One representative from the City Council and one representative of  
the Township Board is to be included; the balance from the electorate.

GENESEE COUNTY METROPOLITAN ALLIANCE: No Reference – **MAYOR**  
METRO request: One (1) City Council representative and one (1) citizen  
representative.



**LABOR AGREEMENT**  
**Between**  
**CITY OF SWARTZ CREEK**  
**And**  
**SWARTZ CREEK SUPERVISORS ASSOCIATION**  
**JULY 1, 2012 - JUNE 30, 2016**

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**SECTION NO. 1 - AGREEMENT**

This Agreement is made this 27<sup>th</sup> day of August, 2012, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Swartz Creek City Supervisor's Association, hereinafter referred to as the "Association."

The headings used in this agreement neither add to, nor subtract from, the meaning of the text of this agreement, but are for reference only.

**SECTION NO. 2 - PURPOSE AND INTENT**

The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Association.

**SECTION NO. 3 - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended [MCL 423.201, et seq], as amended, the Employer does hereby recognize the Association as the sole, exclusive representative for the purposes of collective bargaining with respect to the rates of pay, wages, hours of employment and other terms and conditions of employment during the term of this Agreement for those Association members including:

All supervisory positions as certified in MERC case number R-76L-541 as follows:

UNIT I - City Clerk, City Treasurer, Assessor, Finance Officer, Police Chief, Department of Public Services Director, excluding the City Manager.

UNIT II - Police Sergeant / Lieutenant Code Enforcement Officer, Public Services Foreman, Deputy Finance Officer, and all other deputies, excluding the City Manager.

The above language is not intended to limit additions, deletions, combinations or titles from UNIT I or II by mutual agreement.

For the life of this agreement, the Employer and the Association agree to the following positions / combined positions, the job descriptions for which shall be kept on file with the City Manager's Office: City Clerk – Finance Officer; Finance Director; Treasurer; Director of Public & Community Services; Chief of Police – Director of Public Safety; Police Lieutenant.



The Employer and the Association shall continue to be autonomous as certified by MERC (See paragraphs above) and may bargain separately and/or individually in any future negotiations when requested by either said Employer or Association.

#### **SECTION NO. 4 - MANAGEMENT RIGHTS**

The City of Swartz Creek, on behalf of the electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and in addition to the generality of the foregoing, the right:

- A). Of exclusive management and control of the governmental system, its property, facilities, operations, and affairs.
- B). To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to create, combine, separate, schedule, transfer or promote supervisory employees and/or positions; to determine the size of the working force; and to assign duties to, and to direct all employees;
- C). To make and change rules and regulations not inconsistent with the terms and conditions of employment set forth in the provisions of this agreement.
- D). To determine services, supplies and equipment; to determine all methods and means of distributing, dissemination or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- E). To subcontract the performance of services, but not to erode the work force.
- F). To determine the number and location or relocation of its facilities.
- G). To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.
- H). To determine the size of the management organization, its functions, authority, amount of supervision and table or organization.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

#### **SECTION NO. 5 - ASSOCIATION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF**

- A). Employees may tender an initiation fee and monthly membership dues by signing the Authorization for Check-Off of dues form, provided by the Association. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the

Employer agrees to deduct Association membership dues levied in accordance with the membership vote of the Association from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (g) of this section.

B). When Deductions Begin

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay following the later of the execution of said form or thirty (30) days employment and from each pay period thereafter.

C). Remittance of Dues to Financial Officer

Deductions pursuant to paragraph (b) above shall be remitted to the designated financial officer of the Association with a list of those from whom dues have been deducted as soon as possible after the first day of the following month.

D). Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E). Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative of the Association, and if not resolved may be decided at the STEP TWO of the grievance procedure.

F). Limit of Employer's Liability

The Employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Association shall protect and save harmless the Employer from any and all claims, demands, suit, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

G). Authorization of Dues Check-Off Form

Following is the form for the Authorization of Dues Check-Off:

SWARTZ CREEK CITY SUPERVISOR'S ASSOCIATION  
Swartz Creek, Michigan 48473      Effective Date \_\_\_\_\_

To: City of Swartz Creek, Payroll Department

From: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings every two weeks an amount sufficient to provide for the regular payment of current rate of Association dues established by the Swartz Creek City Supervisor's Association. The Association shall

certify the amount and any change in such amount shall be certified by the Association. The amount deducted shall be paid to the Secretary-Treasurer of the Association on a monthly basis.

( ) Regular Membership            ( ) Agency Shop Fee

Street Address \_\_\_\_\_

City-State-Zip Code \_\_\_\_\_

Member's Signature \_\_\_\_\_

## SECTION NO. 6 - ANNUAL SALARIES AND JOB DESCRIPTIONS

A). Updated job descriptions approved by the Employer and Association will remain in force during the life of this Agreement and may be further updated by the City Manager and the Association by mutual agreement.

B). It is hereby agreed the annual rate of pay for members of the Bargaining Unit effective from and after **July 1, 2012** shall be as follows:

| <u>Position</u>                           | <u>Jul 1, 2012 (1.5%)</u> | <u>Jul 1, 2013 (1.5%)</u> | <u>Jul 1, 2014 (2%)</u> | <u>Jul 1, 2015</u> |
|---|---------------------------|---------------------------|-------------------------|--------------------|
| <u>City Clerk – Finance Officer:</u>      | \$54,363                  | \$55,178                  | \$56,282                | Open               |
| <u>Finance Director:</u>                  | \$53,350                  | \$54,150                  | \$55,233                | Open               |
| <u>Treasurer:</u>                         | \$47,713                  | \$48,429                  | \$49,398                | Open               |
| <u>Dir of Public &amp; Comm Services:</u> | \$56,749                  | \$57,600                  | \$58,752                | Open               |
| <u>Asses – Zon Admin – Code Enf:</u>      | N/A                       | N/A                       | N/A                     | N/A                |
| <u>Chief of Police – Dir of Pub Saf:</u>  | \$59,071                  | \$59,957                  | \$61,156                | Open               |
| <u>Police Lieutenant:</u>                 | \$53,540                  | \$54,343                  | \$55,430                | Open               |

C). It is agreed that in the event that the position of a deputy or a police supervisor to any member of the bargaining unit is filled, the annual rate of such positions shall be negotiated between the parties.

D). It is agreed that the wage scale provided above applies to present members of the bargaining unit and if a vacancy occurs in any position, the Employer reserves the right to fill such vacancy at whatever beginning rate the Employer may so determine.

## SECTION NO. 7 - COMPENSATORY TIME/OVERTIME

A). In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the Police Chief and the Department of Public and Community Services Director may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime. In addition, the City Manager may grant flex or split shift allowances upon request, so long as such time falls within the same pay period.

B). The Police Lieutenant's scheduling will be based on an eighty (80) hour bi-week. A regular schedule will be posted in time frames that are reasonably consistent with the patrol officer's schedule. Such schedule will be regular (i.e. five (5) eight hour days per

week, four (4) ten hour days per week, etc.). Split shifts are allowable upon request and approval of the Chief of Police. The Police Lieutenant shall receive overtime pay at the rate of time and one-half of all hours worked in excess of his/her regular assigned shift. Holiday reimbursement for hours not worked will be limited to eight hours at regular rate.

C). In the event the Police Lieutenant is required to work on holidays, holiday pay at time and one-half times their regular rate shall be paid for all hours worked.

**SECTION NO. 8 - LONGEVITY PAY**

Eliminated in October, 2004.

**SECTION NO. 9 - VACATIONS**

A). Newly hired employees will, upon starting employment, be credited with a number of vacation days equal to one (1) vacation day per month for each month left in the calendar year during which they are hired (including the month in which their employment commences) up to a maximum of ten (10) days. On January 1 of the first calendar year following the year in which they commence employment, said employees shall be credited with fifteen (15) vacation days to be used during such year. Additionally, during the first calendar year following the year in which they commence employment, said employees shall earn vacation days to be used in the next subsequent year in accordance with the schedule set forth below.

All existing employees, and all newly hired employees beginning with their second calendar year of employment, will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1<sup>st</sup> of the following calendar year.

| Completed Years of Service | Annual Maximum |
|----------------------------|----------------|
| 1-4                        | 15 Days        |
| 5-20                       | 20 Days        |
| 20+                        | 25 Days        |

B). Employees who are entitled to a fifth week of vacation shall receive payment in lieu of said fifth week of vacation, if, at the discretion of the Employer the vacation cannot be granted. These employees will be notified within ten (10) working days of their request for the fifth week of vacation whether it will be granted in the form of vacation or in payment in lieu of vacation. The payment in lieu of vacation shall be at said employee's regular rate of pay.

C). Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the city. An employee will receive written explanation for any denial of vacation.

D). When a day which is observed by the Employer as a paid holiday falls within a scheduled vacation, the holiday will not count as a vacation day.

E). A vacation day or days may be waived by an Employee and the Employer by mutual agreement, and the Employee shall be paid at said employee's regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.

F). If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, such vacation will be re-scheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation at his/her regular rate of pay.

G). If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the city in writing of such request at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.

H). If an employee is terminated, laid off, retires, resigns with proper notice (two weeks), or in the event of death of an employee he/she will receive any unused vacation credit including that accrued in the current calendar year.

I). Employees will be paid their current salary based on their regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.

J). Employees may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

## **SECTION NO. 10 - HOLIDAY PROVISIONS**

A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and the employee's Birthday, respectively. Employees will be paid their current salary based on a regular day for said holidays.

B). Should one of the above listed a holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

## **SECTION NO. 11 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE**

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an

employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.

C). Absent Leave. All employees of the bargaining unit will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant shall receive an additional forty (40) hours of absent time, for a total of one-hundred thirty-six (136) hours. The Positions of City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant are not eligible for compensatory time. Such absent leave shall be earned at the rate of eight (8) hours leave per calendar month for the positions of Police Chief and the Department of Public and Community Services Director and at the rate of 11.33 hours leave per calendar month worked for the positions of City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant. All such corresponding leave shall be credited on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate as defined by position herein.

D). All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the employee is capable of performing his/her job description.

E). If at the end of a calendar year an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. The employer shall make such payment on the 2<sup>nd</sup> payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

## **SECTION NO. 12 - LEAVES OF ABSENCE**

A). Family and Medical Leave.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father,

Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

B). Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

C). Military Leave for Veterans

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted, to a maximum of two (2) weeks per year.

### **SECTION NO. 13 - FUNERAL LEAVE**

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Upon request, the City Manager may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, **two (2) travel days may be authorized.**

F). In the event of a funeral for persons not mentioned above, the employee may be authorized the use of absent or vacation leave for the purpose of attending the funeral.

### **SECTION NO. 14 - RETIREMENT PROGRAM**

A). Senior Members of Bargaining Unit.

Employees who are members of this bargaining unit prior to July 1, 1997 shall be entitled to the following retirement benefits:

1). Retirement Plan B-4, with attachment of the following Options: F-50 Rider (after 25 years), FAC - three years, with E-1 and E-2 options contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS), will be in force for the life of this agreement. The MMERS contract shall be kept on file in the City Clerk's office of the Employer.

2). For the term of this agreement, employee contributions to the retirement plan shall be made at the rate of 4% of gross wages. The remaining contribution required annually by said retirement plan shall be made by the Employer.

B). Newly Hired Employees.

Those employees of this bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall be entitled to participate in the MMERS defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 7% of the employee participant's gross wages.

C). Current Employees Not Members of Bargaining Unit.

Those employees of the City who are not members of the bargaining unit but who are employees of the City as of June 30, 1997, shall, upon becoming a member of this bargaining unit after July 1, 1997, be required to become a participant in the MMERS defined contribution plan.

If, prior to becoming a member of this bargaining unit and a participant in the MMERS defined contribution plan, said employee was a participant in any defined benefit retirement plan provided by the Employer, the then present value of such employee's account within the defined benefit retirement plan shall be transferred to the MMERS defined contribution plan. Such transfer shall take place simultaneously with said employee assuming the position which enables him or her to become a member of this bargaining unit, and, as a condition of being appointed to such position, said employee shall, to the extent necessary, assist the Employer and MMERS by signing any documents required to effectuate said transfer.

D). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan for full time employees referred to in sub-paragraphs b and c above, shall become vested on behalf of the employee participant in accordance with the following schedule:

|   |             |
|---|-------------|
| Less than 1 year completed service:                     | 0% vested   |
| After 1 year, but less than 2 years completed service:  | 20% vested  |
| After 2 years, but less than 3 years completed service: | 40% vested  |
| After 3 years, but less than 4 years completed service: | 60% vested  |
| After 4 years, but less than 5 years completed service: | 80% vested  |
| After 5 years completed service:                        | 100% vested |

E). Defined Contribution Plan - Employee Voluntary Contribution.

Employees enrolled in the Defined Contribution Plan may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Employee contributions are not subject to the vesting provisions of Subsection D), above. Employees may change their voluntary contribution one time each contract year.



## **SECTION NO. 15 - LIFE INSURANCE COVERAGE**

A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity for all association unit members.

## **SECTION NO. 16 - HOSPITALIZATION - MEDICAL COVERAGE**

A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, and except as limited or restricted by 2011 PA 152, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's immediate family, or retirees under the provisions set forth within subsection "G", the current health care and maintenance benefits.

The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform the Union and provide all proposed changes for the Union's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision; Appendix (D) Prescription (if applicable).

B). To the extent the plan provider permits, the Employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his or her immediate family so covered by the Plan, up to a maximum of One-Thousand (\$1,000) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Receipts shall be held by the employee and submitted no later than June 30<sup>th</sup> of the contract year in which they were incurred.

C). If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

D). Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

E). Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
- 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
- 6). If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

G). Retiring Employees. Subject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70% of the monthly cumulative premium for medical & prescription insurance coverage as defined within this section, Section 16, subsection "(A)", for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree's spouse at the time of said retiree's retirement, subject to the terms of Section 16, G), 1). The retiree will be responsible for the remaining 30% cost of the selected medical coverage (Section 16 A). The retiree shall have the option of purchasing additional coverage's listed in Section 16 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Defined Contribution Retirement Plan and has attained the age of fifty (50) years, or, has 25 years of credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until

the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City's provider:

a). That such person is the spouse of the retiree at the time of retirement.

b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.

c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.

d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.

2). It is agreed between the parties that retiree medical shall be re-negotiated at such a time that employees participating in the Defined Contribution retirement programs reach fifteen (15) years credited service with the City of Swartz Creek.

3). In the event the eligible retired employee or deceased retired employees widowed spouse who was married to the retiree at the time of retirement becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate such other employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

4). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or

retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

#### **SECTION NO. 17 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY**

- A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.
- B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.
- C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.
- D). Any request for extension beyond twenty-six (26) weeks may be considered a subject for a bargaining meeting.

#### **SECTION NO. 18 - UNIFORMS**

The Employer will provide to the Chief of Police, Director of Public Services, Foreman of the Public Services, Police Lieutenant, and Code Enforcement Officer, or any other salaried employee required to wear a uniform, all necessary and appropriate uniforms at the Employer's expense.

#### **SECTION NO. 19 - JURY DUTY**

Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

#### **SECTION NO. 20 - DISCHARGE AND DISCIPLINE**

- A). The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for a serious infraction without instituting progress discipline; provided further than in such instances nothing contained herein shall operate to deprive the salaried employee of the grievance procedure.
- B). The Employer agrees promptly upon the discharge of discipline of any salaried employee to notify in writing the Association President of the discharge or discipline.
- C). The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Association President and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request the Employer or its designated representative will discuss the discharge or discipline with the employee and Association President.

- D). Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter may be referred to the grievance procedure at step one.
- E). In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

## **SECTION NO. 21 - GRIEVANCE PROCEDURE**

### Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning working conditions, interpretation, and application of the provisions of this agreement.

#### A). Informal Grievance Procedure – INFORMAL STEP.

An aggrieved employee should promptly notify her/his immediate supervisor or designee that he/she has a grievance. The employee may at his/her option discuss the matter directly with the supervisor or request the presence of the Association President for the purpose of attempting to adjust the grievance.

#### B). Formal Grievance Procedure - STEP ONE.

1). If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to her/his immediate supervisor or designee.

2). A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this agreement.

3). The grievance shall be submitted on forms provided by the Association, dated, and signed by the aggrieved employee(s) and shall set forth the facts involved in the grievance, the date(s) of the grievance, and the provisions of this agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the immediate supervisor or designee shall sign and date a copy, which shall be returned to the grievant and the Association President or his/her designee. A meeting shall be held if requested by either party.

4). The immediate supervisor or his/her designee shall provide a written answer to the grievant, and/or the Association President or their designee within ten (10) working days. The grievance may be appealed in writing to the next

higher step of the grievance procedure within ten (10) working days after receipt of such written answer.

5). If the written answer of the immediate supervisor or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this grievance procedure. Any grievance not appealed within ten (10) working days after such answer shall be considered as forfeited by the Association.

C). STEP TWO

1). If the grievant is not satisfied with the decision of the grievance at Step One, the grievant may appeal in writing the grievance to the City Attorney for Unit I members and the City Manager for Unit II members within ten (10) working days after the date of the Step One answer (See Subsection (B)(5), above).

2). Within ten (10) working days of receipt of the grievance the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) may hold a meeting with the grievant and the Association in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Association President or his/her designee. Representatives of the Employer and the Association shall not exceed five (5) in number collectively (including the grievant).

3). Within seven (7) working days following the conclusion of such meeting(s), the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) or his/her designee shall provide the grievant and the Association President or designee with a written disposition of grievance.

D). STEP THREE

In the event of an unsatisfactory decision, the Association President may submit the grievance to arbitration within ten (10) working days following receipt of the grievance disposition received in Step Two above. Written notice to the Employer shall constitute a request for arbitration.

1). The Employer and the Association shall meet within seven (7) working days after notice of arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either party or both parties to provide a panel or arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from this list, the American Arbitration Association shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the second list, the American Arbitration Association shall appoint an arbitrator.

2). The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony agreement, and the submission of briefs. The decision of the arbitrator will be final and binding on all

parties, and judgment thereon may be entered in any Court of competent jurisdiction.

3). Fees and authorized expenses of the arbitrator shall be shared equally by the Employer and the Association.

4). The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this agreement.

5). The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than would have resulted had there been no violation.

6). The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of a claim of a pay shortage (other than one resulting from miss-classification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned.

E). Restitution/Reinstatement.

1). Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance. A decision may be rendered to reinstate the employee without back compensation or benefits.

2). Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.

3). Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

4). The Employer and the grievant may adjust a grievance without the involvement of the Association, provided the adjustment is not contrary to any of the provisions of this agreement, provided, the Association is notified the adjustment is not contrary to the provisions of this agreement.

## **SECTION NO. 22 - PROFESSIONAL MEMBERSHIP FEES**

The Employer agrees to pay annual membership fees for Association Members, such as, City Clerks Association, Chief of Police Association, Assessor's Association, Building Officials Association, Public Works Association, Water and Waste Association, etc.

## **SECTION NO. 23 - TERM OF AGREEMENT**

- A). This agreement shall continue in full force and effect until the 30<sup>th</sup> day of **June, 2016**.
- B). If either party wishes to terminate this agreement, or modify or amend any section or subsection hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of termination of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.
- C). If no notice of termination of modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

***(Signature Page to Follow)***



**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed on the date and year first above written.

**CITY OF SWARTZ CREEK**  
A Michigan Municipal Corporation

**SWARTZ CREEK CITY SUPERVISORS  
ASSOCIATION**

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

By \_\_\_\_\_  
Ricky C. Clolinger, President

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

By \_\_\_\_\_  
Mary Jo Clark, Bargaining Team

APPROVED AS TO FORM:  
Richard J. Figura,  
City Attorney

# **APPENDIX “A”**

## **Medical & Hospitalization**

# **APPENDIX “B”**

## **Dental**

# **APPENDIX “C”**

## **Vision**

# **APPENDIX “D”**

## **Prescription**

*(Not Applicable, Included With Medical & Hospitalization)*

**Appendix “E”**

**JOB DESCRIPTIONS**

Pursuant to Section No. 2 and Section No. 5(A), the Employer and the Association recognize the following positions and Job Descriptions:

**City Clerk – Finance Officer**

**Finance Director**

**Treasurer**

**Director of Public & Community Services**

**Chief of Police – Director of Public Safety**

**Police Lieutenant.**

**City of Swartz Creek  
Job Description**

**City Clerk –Finance Officer**

REVISED: November, 2009

**FLSA:** Exempt

**DEPARTMENT:** City Clerk

**GENERAL STATEMENT OF DUTIES:** Responsible for the effective and efficient operation of the City Clerk’s Office. Coordinates and directs the maintenance of city records, issuance of licenses, registration of voters, the conduct of elections and other duties as set forth in the City Charter. Serves as the general accountant of the City and performs or oversees the performance of the functions assigned to the finance officer under the City Charter.

**SUPERVISION RECEIVED:** Works under the general direction of City Manager.

**SUPERVISION EXERCISED:** Provides general and technical direction and supervision to the Treasurer, Finance Director, Administrative Assistant Position’s and subcontracted services such as Assessing and Building Inspector. Coordinates services between the Zoning Department, Public Works Department and Public Safety Department.

**EXAMPLES OF WORK PERFORMED:** The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

Oversee, delegate, perform and administrate all duties as set forth in the City Charter, including, but not limited to:

1. Preparation of agendas for City Council meetings.
2. Prepare and post notices of public hearings, ordinances, elections, and other municipal matters.
3. Attend or oversee the attendance by a Deputy Clerk of meetings of the City Council, notes of the meeting and preparation of official minutes.
4. Maintain, index and file all official records of the City and Council, including meeting minutes, resolutions, policies, ordinances, contracts, claims, insurance policies, equipment, boundaries and similar actions.
5. Coordinate Council member travel for attendance at seminars, workshops and other meetings.
6. Supervise the registration of voters, maintain qualified voter files, and administer elections.
7. Publish election notices, issue absentee ballots and prepare final tabulations.
8. Maintain burial register for the City Cemetery.
9. Oversee the issuance of licenses and permits.
10. Administer the City’s file system.
11. Perform, or supervise, all duties assigned to the City Clerk by charter or statute, including the duties assigned to the Finance officer under the City Charter.
12. Oversee the daily operation of cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, and posting of funds.
13. Oversee utility billing and preparation of payroll.
14. Maintain an inventory of the city’s, supplies, equipment, insurance records and claims.

15. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
16. Direct purchasing for the city.
17. Coordinate the preparation of real and personal property rolls, special assessment rolls, jeopardy tax and assessment collections and administration.
18. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
19. Perform related duties as assigned.

**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**

- Knowledge of governmental purchasing practices and requirement's.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of governmental auditing procedures.
- Working knowledge state election laws and procedures
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Working knowledge of record keeping and filing systems.
- Ability to operate standard office equipment, including word processor, copier and telephone system.
- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.

**MINIMUM QUALIFICATIONS:**

A combination of education and experience substantially equivalent to, or graduation from a recognized college or university with a Bachelor's Degree in business administration or closely related field. Three years of supervisory experience in public sector and/or public administration.

Approved:

\_\_\_\_\_  
Paul Bueche, City Manager

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Rick Clolinger, Association President

\_\_\_\_\_  
Date



**FLSA:** Exempt

**DEPARTMENT:** Finance and Administration

**GENERAL STATEMENT OF DUTIES:** Responsible for the effective and efficient operation of the Department of Finance. Coordinates and directs the maintenance of all financial functions of the city, including payroll, accounting, utility billing, real and personal property tax administration, and collections. Holds a Deputy City Clerk Position

**SUPERVISION RECEIVED:** Works under the general direction of City Manager and the City Clerk

**SUPERVISION EXERCISED:** Provides general and technical direction to the Administrative Assistant position's on personnel, payroll, cashier and utility billing matters.

**EXAMPLES OF WORK PERFORMED:** The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

Oversee, perform and administrate:

1. Supervise and oversees accounts payable, accounts receivable and all other financial reports.
2. Function as the City's Finance Officer
3. Audit payroll records, withholding and employee benefit reports.
4. Administer the City's functional financial file system.
5. Develop and implement the department's budget.
6. Oversee the daily operation of cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, and posting of funds.
7. Oversee utility billing and preparation of payroll.
8. Maintain the city's general ledger.
9. Maintain an inventory of the city's assets and liabilities.
10. Prepare annual comprehensive financial report and monthly financial statements.
11. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
12. Oversee the security and investment of city funds.
13. Review and report on programs and activities influencing the city's financial condition.
14. Prepare revenue forecasts for budget and management decisions.
15. Assist the City Manager in preparation of the city's annual capital and operating budgets.
16. Assist the City Clerk in fulfilling the functions of the Finance officer under the City Charter.
17. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.
18. Coordinate the preparation of real and personal property roles, special assessment roles, jeopardy tax and assessment collections and administration.
19. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.

20. Perform related duties as assigned.

**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**

- Comprehensive knowledge of the principles and practices of public finance, budgeting and fund accounting.
- Extensive Knowledge of accounting procedures, including use of automated accounting systems (Fund Balance, B-S & A, etc).
- Knowledge of economic trend forecasting and analysis techniques.
- Knowledge of state and federal laws and local polices relating to the investment of governmental funds.
- Knowledge of governmental purchasing practices and requirement's.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of governmental auditing procedures.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Working knowledge of record keeping and filing systems.
- Ability to maintain complex financial records and prepare financial reports and statements.
- Ability to operate standard office equipment, including word processor, copier and telephone system.
- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.
- Ability to obtain a financial surety bond.

**MINIMUM QUALIFICATIONS:**

A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in accounting. Three years of supervisory experience in public sector accounting, financial management, or five years technical experience in accounting.

Approved:

\_\_\_\_\_  
Paul Bueche, City Manager

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Rick Clolinger, Association President

\_\_\_\_\_  
Date

**FLSA:** Exempt

**DEPARTMENT:** City Treasurer

**GENERAL STATEMENT OF DUTIES:** Has custody of all moneys of the city, the Clerk's Bond and other personnel bonds, and all evidences of value belonging to or held in trust by the city. Maintains a current log of all city investments and insures such investments are made in accordance with city policy and state law. Collects and distributes real and personal property taxes. Maintains the repository for all business licenses and permits held by the city, including computer software licenses. Performs all other duties as set forth in the City Charter, or designated by state statute. Holds Deputy Clerk Position.

**SUPERVISION RECEIVED:** Works under the general direction of the City Manager and the City Clerk.

**SUPERVISION EXERCISED:** Coordinates the work of the Contract City Assessor. Provides general and technical direction to the Administrative Assistant positions.

**EXAMPLES OF WORK PERFORMED:** The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

Oversee or perform:

1. Collect municipal revenues and serve as initial depository of all city receipts.
2. Deposit and invest city funds in accordance with Council policy, state law and the Michigan Department of Treasury Guidelines and Procedures.
3. Maintain records of municipal funds and treasury transactions and prepare necessary reports and records.
4. Supervise and oversee preparation of statements for personal property taxes and accounts receivable.
5. Assist the City Clerk/Finance Officer and the Finance Director with the examination of expenditures, cash flow and income projections.
6. Supervise the city's real property and personal tax records, including property transfer affidavits.
7. Prepare property tax and special assessment roles.
8. Oversee meetings of the Board of Equalization.
9. Prepare and execute jeopardy tax assessments.
10. Compile delinquent tax rolls, including computation of interest, penalty, and collection fees for the County Treasurer.
11. Process delinquent tax settlements from the County Treasurer and distribute funds to proper accounts.
12. Provide assistance and information to the public.
13. Assist with daily operations including cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, general ledger and posting of funds.
14. Assist with utility billing and preparation of payroll.

- 15. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
- 16. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training
- 18. Perform related duties as assigned.

**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**

- Knowledge of the principles and practices of governmental accounting.
- Working knowledge of the practices and procedures used to administer the State of Michigan’s real and personal property system and related automated programs (Equalization).
- Working knowledge of maintaining payables and receivable accounts, and related automated systems (Fund Balance, B-S & A, etc).
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Working knowledge of record keeping and filing systems.
- Ability to plan and implement efficient procedures for the computation, billing and collection of real and personal property taxes and other revenues.
- Ability to maintain complex financial records and prepare financial reports and statements.
- Ability to operate standard office equipment, including word processor, copier and telephone system.
- Ability to effectively manage, motivate and supervise personnel.
- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.
- Ability to obtain a financial surety bond.

**MINIMUM QUALIFICATIONS:**

A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor’s Degree in accounting, or closely related field. Three years of experience in public sector accounting, financial management, and/or public administration.

Approved:

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Paul Bueche, City Manager

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Date

Approved:

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Rick Clolinger, Association President

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Date

**City of Swartz Creek  
Job Description**

**Director of Public & Community Services**

REVISED: November, 2009

**FLSA:** Exempt, Executive Position  
Department: Community Services

**GENERAL STATEMENT OF DUTIES:** Responsible for the effective and efficient operation of the Department of Public & Community Services.

**SUPERVISION RECEIVED:** Works under the general direction of City Manager.

**SUPERVISION EXERCISED:** Provides general and technical direction to Building and Zoning Administrator, Utility Billing Clerk, Park Supervisor, Janitor, and Maintenance Workers. Coordinates activities of the City Engineer and City Planner.

**EXAMPLES OF WORK PERFORMED:**

The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

1. Provide overall direction to the Department of Community Services. Establish departmental goals and objectives, solve problems and resolve conflicts.
2. Motivate, train, supervise, evaluate, counsel and discipline all subordinate personnel as required.
3. Determine work procedures, prepare work schedules and expedite workflow.
4. Develop and implement the department's budget.
5. Assist the City Manager in preparation of the city's capital improvement plan.
6. Plan, organize, coordinate, supervise and evaluate programs, plans, services, staffing, and equipment of the department.
7. Plan and implement adequate safety methods and procedures to protect the public and city employees from injury.
8. Oversee preparation of plans, specifications, and bidding of public improvement projects.
9. Inspect and approve the work of contractors.
10. Respond to resident complaints and concerns regarding the department's operations.
11. Oversee city's sidewalk inspection and repair program.
12. Oversee administration of city's building standards.
13. Oversee administration of the city's zoning ordinance.
14. Review all land use applications for impact on public facilities and services. Provides comments and recommendations to Planning Commission.
15. Oversee the development and maintenance of public improvement and community development documents.
16. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
17. Perform related duties as assigned.

**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**

- Extensive knowledge in the maintenance and repair of public facilities, including public water supply, sanitary sewer, storm drains streets and parks.

- Considerable knowledge of construction methods, materials, and equipment relating to the maintenance and improvement of public facilities.
- Considerable knowledge in the administration of public improvement projects.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of public bidding and purchasing practices.
- Working knowledge of the city's zoning ordinance.
- Familiarization with the Uniform Building Code.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Ability to effectively manage, motivate and supervise personnel
- Ability to develop and implement detailed plans for the maintenance of municipal facilities.
- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to walk, stoop, bend and climb on uneven terrain, sometimes in inclement weather, and lift up to 40 pounds.

**MINIMUM QUALIFICATIONS:**

A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in civil engineering, public administration, business administration or closely related field. Three years of supervisory experience in public or five years technical experience in the operation and maintenance of public facilities is required. Michigan Class O, and CDL drivers license is required.

Approved:

\_\_\_\_\_  
Paul Bueche, City Manager

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Rick Clolinger, Association President

\_\_\_\_\_  
Date

**FLSA:** Exempt, Executive Position  
Department: Public Safety

**GENERAL STATEMENT OF DUTIES:** Responsible for the effective and efficient operation of the Department of Public Safety. Serves as the city's Civil Defense Director.

**SUPERVISION RECEIVED:** Works under the general direction of City Manager.

**SUPERVISION EXERCISED:** Provides general and technical direction to subordinate law enforcement officers and administrative personnel. Administers ambulance and fire services contracts.

**EXAMPLES OF WORK PERFORMED:**

The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

1. Provide overall direction to the Department of Public Safety to ensure the protection of life and property. Establishes departmental goals and objectives, solves problems and resolves conflicts.
2. Motivate, train, supervise, evaluate, counsel and discipline all subordinate personnel as required.
3. Determine work procedures, prepare work schedules and expedite workflow.
4. Inspect and critique operations of contract ambulance and fire services. Report contract violations and/or operational problems to the City Manager. Recommend contract changes as needed.
5. Coordinate law enforcement, ambulance and fire service activities.
6. Develop and implement the department's budget.
7. Assist the City Manager in preparation of the city's capital improvement plan.
8. Plan, organize, coordinate, supervise and evaluate programs, plans, services, staffing, and equipment of the department.
9. Plan and implement adequate safety methods and procedures to protect the public and city employees from injury.
10. Supervise the maintenance and security of all records and material in the department's custody.
11. Coordinate public safety activities with area, regional and state agencies and professional organizations
12. Serve as primary liaison with the Swartz Creek School District for safety and security issues.
13. Respond to resident complaints and concerns regarding the department's operations.
14. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
15. Perform related duties as assigned.





**City of Swartz Creek  
Job Description**

**Police Supervisor - Lieutenant**

REVISED: November, 2009

**FLSA:** Non-exempt

Department: Public Safety

**GENERAL STATEMENT OF DUTIES:** Supervises and assists patrol officers in maintaining the safety and security of people and property in the City of Swartz Creek. Investigates criminal activity and enforces state and local laws.

**SUPERVISION RECEIVED:** Works under the general and technical direction of the Director of Public Safety/Chief of Police.

**SUPERVISION EXERCISED:** Provides technical direction to subordinate law enforcement officers and administrative personnel.

**EXAMPLES OF WORK PERFORMED:**

The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

1. Supervise personnel on assigned shift to assure adherence to department rules, regulations, and policies; monitor employee work performance.
2. Assign duties; communicate information from senior officers.
3. Perform weapons, equipment, uniform and personal appearance inspections.
4. Investigate crimes and accidents, respond to calls to assist and advise, maintain surveillance of suspicious persons; interview suspects, complainants, and witnesses; supervise preservation of evidence, investigate clues, arrest suspects.
5. Prepare time cards and maintain daily time sheets, pay logs, and overtime and compensatory time logs.
6. Assist other agencies with service of arrest warrants, court papers and subpoenas.
7. Facilitate law enforcement, ambulance and fire service cooperation.
8. Oversee maintenance of vehicles and equipment.
9. Supervise and implement safety procedures during departmental operations to protect the public and city employees from injury.
10. Respond to resident complaints and concerns regarding the department's operations.
11. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
12. Perform related duties as assigned.

**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**

- Knowledge of federal, state, and local laws, traffic regulations and departmental policies and procedures.
- Knowledge of the geographical limits of the City of Swartz Creek.
- Knowledge of the criminal justice system and court procedures.
- Knowledge of investigatory techniques and procedures.
- Knowledge of crime prevention techniques.
- Knowledge of first aid and CPR techniques.



**LABOR AGREEMENT**  
**Between**  
**CITY OF SWARTZ CREEK**  
**And**  
**SWARTZ CREEK SUPERVISORS ASSOCIATION**  
JULY 1, 2009 - JUNE 30, 2012

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**SECTION NO. 1 - AGREEMENT**

This Agreement is made this 23<sup>rd</sup> day of November, 2009, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Swartz Creek City Supervisor's Association, hereinafter referred to as the "Association."

The headings used in this agreement neither add to, nor subtract from, the meaning of the text of this agreement, but are for reference only.

**SECTION NO. 2 - PURPOSE AND INTENT.**

The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Association.

**SECTION NO. 3 - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended [MCL 423.201, et seq], as amended, the Employer does hereby recognize the Association as the sole, exclusive representative for the purposes of collective bargaining with respect to the rates of pay, wages, hours of employment and other terms and conditions of employment during the term of this Agreement for those Association members including:

All supervisory positions as certified in MERC case number R-76L-541 as follows:

UNIT I - City Clerk, City Treasurer, Assessor, Finance Officer, Police Chief, Department of Public Services Director, excluding the City Manager.

UNIT II - Police Sergeant, Code Enforcement Officer, Public Services Foreman, Deputy Finance Officer, and all other deputies, excluding the City Manager.

The above language is not intended to limit additions, deletions or combinations from UNIT I or II by mutual agreement.

For the life of this agreement, the Employer and the Association agree to the following positions / combined positions, the job descriptions for which shall be kept on file with the City Manager's Office: City Clerk – Finance Officer; Finance Director; Treasurer; Director of Public & Community Services; Chief of Police – Director of Public Safety; Police Lieutenant.

The Employer and the Association shall continue to be autonomous as certified by MERC (See paragraphs above) and may bargain separately and/or individually in any future negotiations when requested by either said Employer or Association.

#### **SECTION NO. 4 - MANAGEMENT RIGHTS**

The City of Swartz Creek, on behalf of the electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and in addition to the generality of the foregoing, the right:

- A). Of exclusive management and control of the governmental system, its property, facilities, operations, and affairs.
- B). To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to create, combine, separate, schedule, transfer or promote supervisory employees and/or positions; to determine the size of the working force; and to assign duties to, and to direct all employees;
- C). To make and change rules and regulations not inconsistent with the terms and conditions of employment set forth in the provisions of this agreement.
- D). To determine services, supplies and equipment; to determine all methods and means of distributing, dissemination or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- E). To subcontract the performance of services, but not to erode the work force.
- F). To determine the number and location or relocation of its facilities.
- G). To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.
- H). To determine the size of the management organization, its functions, authority, amount of supervision and table or organization.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

#### **SECTION NO. 5 - ASSOCIATION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF**

- A). Employees may tender an initiation fee and monthly membership dues by signing the Authorization for Check-Off of dues form, provided by the Association. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the

Employer agrees to deduct Association membership dues levied in accordance with the membership vote of the Association from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (g) of this section.

B). When Deductions Begin

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay following the later of the execution of said form or thirty (30) days employment and from each pay period thereafter.

C). Remittance of Dues to Financial Officer

Deductions pursuant to paragraph (b) above shall be remitted to the designated financial officer of the Association with a list of those from whom dues have been deducted as soon as possible after the first day of the following month.

D). Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E). Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative of the Association, and if not resolved may be decided at the STEP TWO of the grievance procedure.

F). Limit of Employer's Liability

The Employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Association shall protect and save harmless the Employer from any and all claims, demands, suit, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

G). Authorization of Dues Check-Off Form

Following is the form for the Authorization of Dues Check-Off:

SWARTZ CREEK CITY SUPERVISOR'S ASSOCIATION  
Swartz Creek, Michigan 48473                      Effective Date \_\_\_\_\_

To: City of Swartz Creek, Payroll Department

From: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings every two weeks an amount sufficient to provide for the regular payment of current rate of Association dues established by the Swartz Creek City Supervisor's Association. The Association shall certify the amount and any change in such amount shall be certified by the Association. The amount deducted shall be paid to the Secretary-Treasurer of the Association on a monthly basis.

( ) Regular Membership                      ( ) Agency Shop Fee

Street Address \_\_\_\_\_

City-State-Zip Code \_\_\_\_\_

Member's Signature \_\_\_\_\_

**SECTION NO. 6 - ANNUAL SALARIES AND JOB DESCRIPTIONS**

A). Updated job descriptions approved by the Employer and Association will remain in force during the life of this Agreement and may be further updated by the City Manager and the Association by mutual agreement.

B). It is hereby agreed the annual rate of pay for members of the Bargaining Unit effective from and after July 1, 2009 shall be as follows:

| <u>Position</u>                           | <u>Jul 1, 2007</u> | <u>Jul 1, 2009</u> | <u>Jul 1, 2010</u> | <u>Jul 1, 2011</u> |
|---|--------------------|--------------------|--------------------|--------------------|
| <u>City Clerk – Finance Officer:</u>      | \$53,550           | \$53,550           | Open               | Open               |
| <u>Finance Director:</u>                  | \$52,550           | \$52,550           | Open               | Open               |
| <u>Treasurer:</u>                         | \$47,000           | \$47,000           | Open               | Open               |
| <u>Dir of Public &amp; Comm Services:</u> | \$55,900           | \$55,900           | Open               | Open               |
| <u>Asses – Zon Admin – Code Enf:</u>      | N/A                | N/A                | N/A                | N/A                |
| <u>Chief of Police – Dir of Pub Saf:</u>  | \$58,200           | \$58,200           | Open               | Open               |
| <u>Police Lieutenant:</u>                 | \$52,750           | \$52,750           | Open               | Open               |

C). It is agreed that in the event that the position of a deputy or a police supervisor to any member of the bargaining unit is filled, the annual rate of such positions shall be negotiated between the parties.

D). It is agreed that the wage scale provided above applies to present members of the bargaining unit and if a vacancy occurs in any position, the Employer reserves the right to fill such vacancy at whatever beginning rate the Employer may so determine.

**SECTION NO. 7 - COMPENSATORY TIME/OVERTIME**

A). In consideration of the fact that the positions in the bargaining unit, except the Police Lieutenant are not entitled to overtime pay, each supervisor position named herein, except the Police Lieutenant, may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime.

B). The Police Lieutenant's scheduling will be based on an eighty (80) hour bi-week. A regular schedule will be posted in time frames that are reasonably consistent with the

patrol officer's schedule. Such schedule will be regular (i.e. five (5) eight hour days per week, four (4) ten hour days per week, etc.). Split shifts are allowable upon request and approval of the Chief of Police. The Police Lieutenant shall receive overtime pay at the rate of time and one-half of all hours worked in excess of his/her regular assigned shift. Holiday reimbursement for hours not worked will be limited to eight hours at regular rate.

C). In the event the Police Lieutenant is required to work on holidays, holiday pay at time and one-half times their regular rate shall be paid for all hours worked.

## **SECTION NO. 8 - LONGEVITY PAY**

Eliminated in October, 2004.

## **SECTION NO. 9 - VACATIONS**

A). Newly hired employees will, upon starting employment, be credited with a number of vacation days equal to one (1) vacation day per month for each month left in the calendar year during which they are hired (including the month in which their employment commences) up to a maximum of ten (10) days. On January 1 of the first calendar year following the year in which they commence employment, said employees shall be credited with fifteen (15) vacation days to be used during such year. Additionally, during the first calendar year following the year in which they commence employment, said employees shall earn vacation days to be used in the next subsequent year in accordance with the schedule set forth below.

All existing employees, and all newly hired employees beginning with their second calendar year of employment, will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1<sup>st</sup> of the following calendar year.

| <b>Completed Years of Service</b> | <b>Annual Maximum</b> |
|-----------------------------------|-----------------------|
| 1-4                               | 15 Days               |
| 5-20                              | 20 Days               |
| 20+                               | 25 Days               |

B). Employees who are entitled to a fifth week of vacation shall receive payment in lieu of said fourth week of vacation, if, at the discretion of the Employer the vacation cannot be granted. These employees will be notified within ten (10) working days of their request for the fifth week of vacation whether it will be granted in the form of vacation or in payment in lieu of vacation. The payment in lieu of vacation shall be at said employee's regular rate of pay.

C). Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the city. An employee will receive written explanation for any denial of vacation.

D). When a day which is observed by the Employer as a paid holiday falls within a scheduled vacation, the holiday will not count as a vacation day.

E). A vacation day or days may be waived by an Employee and the Employer by mutual agreement, and the Employee shall be paid at said employee's regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.

F). If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, such vacation will be re-scheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation at his/her regular rate of pay.

G). If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the city in writing of such request at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.

H). If an employee is terminated, laid off, retires, resigns with proper notice (two weeks), or in the event of death of an employee he/she will receive any unused vacation credit including that accrued in the current calendar year.

I). Employees will be paid their current salary based on their regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.

J). Employees may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

## **SECTION NO. 10 - HOLIDAY PROVISIONS**

A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and the employee's Birthday, respectively. Employees will be paid their current salary based on a regular day for said holidays.

B). Should one of the above listed a holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

## **SECTION NO. 11 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE**

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick,



accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.

C). Absent Leave. Employees will be allowed to be absent from work up to one-hundred thirty-six (136) hours during the calendar year. It is understood that the additional forty (40) hours of absent beyond the past ninety-six (96) is a temporary compensation to off set the City's other union raises that the Supervisor's did not receive. Such absent leave shall be earned at the rate of 11.33 hours leave per calendar month worked; provided, however, that employees shall be credited with one-hundred thirty-six (136) hours of absent leave on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate of 11.33 hours per calendar month of service.

D). All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the employee is capable of performing his/her job description.

E). If at the end of a calendar year an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. The employer shall make such payment on the 2<sup>nd</sup> payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. For the first year of this agreement, employees shall be permitted, on a one time basis, to carry up to 40 hours of absent time over from 2009 to 2010. After this, No unused absent leave may be carried over for use in a subsequent calendar year.

## **SECTION NO. 12 - LEAVES OF ABSENCE**

A). Family and Medical Leave.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

B). Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

C). Military Leave for Veterans

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted, to a maximum of two (2) weeks per year.

### **SECTION NO. 13 - FUNERAL LEAVE**

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Upon request, the City Manager may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized; provided, however, such travel days are deducted from the employee's absent or vacation leave. In the event the employee does not have either absent or vacation leave, travel days may be authorized without pay.

F). In the event of a funeral for persons not mentioned above, the employee may be authorized the use of absent or vacation leave for the purpose of attending the funeral.

### **SECTION NO. 14 - RETIREMENT PROGRAM**

A). Senior Members of Bargaining Unit.

Employees who are members of this bargaining unit prior to July 1, 1997 shall be entitled to the following retirement benefits:

1). Retirement Plan B-4, with attachment of the following Options: F-50 Rider (after 25 years), FAC - three years, with E-1 and E-2 options contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS), will be in force for the life of this agreement. The MMERS contract shall be kept on file in the City Clerk's office of the Employer.

2). For the term of this agreement, employee contributions to the retirement plan shall be made at the rate of 4% of gross wages. The remaining contribution required annually by said retirement plan shall be made by the Employer.

B). Newly Hired Employees.

Those employees of this bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall be entitled to participate in the MMERS defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 7% of the employee participant's gross wages.

C). Current Employees Not Members of Bargaining Unit.

Those employees of the City who are not members of the bargaining unit but who are employees of the City as of June 30, 1997, shall, upon becoming a member of this bargaining unit after July 1, 1997, be required to become a participant in the MMERS defined contribution plan.

If, prior to becoming a member of this bargaining unit and a participant in the MMERS defined contribution plan, said employee was a participant in any defined benefit retirement plan provided by the Employer, the then present value of such employee's account within the defined benefit retirement plan shall be transferred to the MMERS defined contribution plan. Such transfer shall take place simultaneously with said employee assuming the position which enables him or her to become a member of this bargaining unit, and, as a condition of being appointed to such position, said employee shall, to the extent necessary, assist the Employer and MMERS by signing any documents required to effectuate said transfer.

D). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan for full time employees referred to in sub-paragraphs b and c above, shall become vested on behalf of the employee participant in accordance with the following schedule:

|   |             |
|---|-------------|
| Less than 1 year completed service:                     | 0% vested   |
| After 1 year, but less than 2 years completed service:  | 20% vested  |
| After 2 years, but less than 3 years completed service: | 40% vested  |
| After 3 years, but less than 4 years completed service: | 60% vested  |
| After 4 years, but less than 5 years completed service: | 80% vested  |
| After 5 years completed service:                        | 100% vested |

E). Defined Contribution Plan - Employee Voluntary Contribution.

Employees enrolled in the Defined Contribution Plan may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Employee contributions are not subject to the vesting provisions of Subsection D), above.

Employees may change their voluntary contribution one time each contract year.

#### **SECTION NO. 15 - LIFE INSURANCE COVERAGE**

- A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity for all association unit members.

#### **SECTION NO. 16 - HOSPITALIZATION - MEDICAL COVERAGE**

- A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's eligible family members and for retirees under the provisions set forth within sub-section "G", the following health care and maintenance benefits:
- 1). Blue Care Network (BCN-5) Package "E" with Dependent Children Rider, Family Child Continuation Rider (Plan & Benefits Summary Attached), \$10 Office Co-Pay, and Blue Care Network (BCN) Rx Prescription Drug Coverage \$10/\$20 Co-Pay with Contraceptives Coverage (Plan Summary Attached).
  - 2). Blue Cross Blue Shield Non-Standard Dental Plan, 75% Preventative Care, 50% Basic & Major Services (Excluding Orthodontics), With \$800 Maximum Annual Cap, Certificate Numbers: 48100-8, 48106-5, 02180-7 (Plan Summary Attached).
  - 3). Blue Vision Care, VSP Plan 24 (Plan Summary Attached)
  - 4). (*Eligible Retirees only*): Community Blue PPO, Plan 2 (Plan Summary Attached).
- B). The employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his/her immediate family so covered by the City plan, up to a maximum of one-thousand (\$1,000) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year beginning on July 1, 2004. For the period from July 1, 2003 through June 30, 2004, the City agrees to reimburse members of the Association an amount not to exceed two hundred and fifty dollars (\$250) retroactive, within the terms as set forth in this section. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Receipts for reimbursement shall be submitted no later than June 30<sup>th</sup> of the contract year to which the expense was incurred.
- C). In the event an employee is unable to work due to illness or injury covered by the City's Worker's Compensation or Sick and Accident Insurance Program, the City agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

- D). Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he/she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.
- E). Each full time employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by the provider of such coverage. The receipt of such benefits is subject to the following conditions:
- 1). That such sponsored dependent coverage is available.
  - 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
  - 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.
  - 4). After signing up for such benefits, the employee shall thereafter pay to the city a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
  - 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the city by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefor, shall pay same within ten (10) days of the date thereof.
  - 6). If the city has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the city as of such date shall be paid by the employee forthwith.
- F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health and prescription insurance package currently offered to employees in the bargaining unit. Beginning July 1, 2004, employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month such employee does not participate. In the event an eligible employee wishes to opt back into the health and prescription package, he/she may do so within the terms as may be determined by the insurance provider. Any partial month shall be prorated.
- G). Retiring Employees. Subject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70% of the monthly cumulative premium for medical insurance coverage as defined within this section, Section 16, subsection "(A)", 1 or 4, for members of the bargaining unit who retire within

the term of this agreement and the person who is such retiree's spouse at the time of said retiree's retirement, subject to the terms of Section 16, G), 1). The retiree will be responsible for the remaining 30% cost of the selected medical coverage (Section 16 (A) 1 or 4). The retiree shall have the option of purchasing additional coverage's listed in Section 16 (A) 2 or 3 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Defined Contribution Retirement Plan and has attained the age of fifty (50) years, or, has 25 years of credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City's provider:

a). That such person is the spouse of the retiree at the time of retirement.

b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.

c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.

d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.

2). It is agreed between the parties that retiree medical shall be re-negotiated at such a time that employees participating in the Defined Contribution retirement programs reach fifteen (15) years credited service with the City of Swartz Creek.

3). In the event the eligible retired employee or deceased retired employees widowed spouse who was married to the retiree at the time of retirement

becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate such other employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

4). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

#### **SECTION NO. 17 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY**

A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties, should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.

B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.

C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D). Any request for extension beyond twenty-six (26) weeks may be considered a subject for a bargaining meeting.

#### **SECTION NO. 18 - UNIFORMS**

The Employer will provide to the Chief of Police, Director of Public Services, Foreman of the Public Services, Police Lieutenant, and Code Enforcement Officer, or any other salaried employee required to wear a uniform, all necessary and appropriate uniforms at the Employer's expense.

#### **SECTION NO. 19 - JURY DUTY**

Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

## **SECTION NO. 20 - DISCHARGE AND DISCIPLINE**

- A). The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for a serious infraction without instituting progress discipline; provided further than in such instances nothing contained herein shall operate to deprive the salaried employee of the grievance procedure.
- B). The Employer agrees promptly upon the discharge or discipline of any salaried employee to notify in writing the Association President of the discharge or discipline.
- C). The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Association President and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request the Employer or its designated representative will discuss the discharge or discipline with the employee and Association President.
- D). Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter may be referred to the grievance procedure at step one.
- E). In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

## **SECTION NO. 21 - GRIEVANCE PROCEDURE**

### **Definition of Grievance**

A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning working conditions, interpretation, and application of the provisions of this agreement.

### **A). Informal Grievance Procedure – INFORMAL STEP.**

An aggrieved employee should promptly notify her/his immediate supervisor or designee that he/she has a grievance. The employee may at his/her option discuss the matter directly with the supervisor or request the presence of the Association President for the purpose of attempting to adjust the grievance.

### **B). Formal Grievance Procedure - STEP ONE.**

1). If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to her/his immediate supervisor or designee.

2). A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance,



whichever is later, in order for the matter to be considered a grievance under this agreement.

3). The grievance shall be submitted on forms provided by the Association, dated, and signed by the aggrieved employee(s) and shall set forth the facts involved in the grievance, the date(s) of the grievance, and the provisions of this agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the immediate supervisor or designee shall sign and date a copy, which shall be returned to the grievant and the Association President or his/her designee. A meeting shall be held if requested by either party.

4). The immediate supervisor or his/her designee shall provide a written answer to the grievant, and/or the Association President or their designee within ten (10) working days. The grievance may be appealed in writing to the next higher step of the grievance procedure within ten (10) working days after receipt of such written answer.

5). If the written answer of the immediate supervisor or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this grievance procedure. Any grievance not appealed within ten (10) working days after such answer shall be considered as forfeited by the Association.

C). STEP TWO

1). If the grievant is not satisfied with the decision of the grievance at Step One, the grievant may appeal in writing the grievance to the City Attorney for Unit I members and the City Manager for Unit II members within ten (10) working days after the date of the Step One answer (See Subsection (B)(5), above).

2). Within ten (10) working days of receipt of the grievance the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) may hold a meeting with the grievant and the Association in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Association President or his/her designee. Representatives of the Employer and the Association shall not exceed five (5) in number collectively (including the grievant).

3). Within seven (7) working days following the conclusion of such meeting(s), the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) or his/her designee shall provide the grievant and the Association President or designee with a written disposition of grievance.

D). STEP THREE

In the event of an unsatisfactory decision, the Association President may submit the grievance to arbitration within ten (10) working days following receipt of the grievance disposition received in Step Two above. Written notice to the Employer shall constitute a request for arbitration.

1). The Employer and the Association shall meet within seven (7) working days after notice of arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either party or both parties to provide a panel or arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from this list, the American Arbitration Association shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the second list, the American Arbitration Association shall appoint an arbitrator.

2). The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony agreement, and the submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgment thereon may be entered in any Court of competent jurisdiction.

3). Fees and authorized expenses of the arbitrator shall be shared equally by the Employer and the Association.

4). The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this agreement.

5). The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than would have resulted had there been no violation.

6). The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of a claim of a pay shortage (other than one resulting from miss-classification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned.

E). Restitution/Reinstatement.

1). Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance. A decision may be rendered to reinstate the employee without back compensation or benefits.

2). Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or

appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.

3). Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

4). The Employer and the grievant may adjust a grievance without the involvement of the Association, provided the adjustment is not contrary to any of the provisions of this agreement, provided, the Association is notified the adjustment is not contrary to the provisions of this agreement.

## **SECTION NO. 22 - PROFESSIONAL MEMBERSHIP FEES**

The Employer agrees to pay annual membership fees for Association Members, such as, City Clerks Association, Chief of Police Association, Assessor's Association, Building Officials Association, Public Works Association, Water and Waste Association, etc.

## **SECTION NO. 23 - TERM OF AGREEMENT**

A). This agreement shall continue in full force and effect until the 30<sup>th</sup> day of June, 2012.

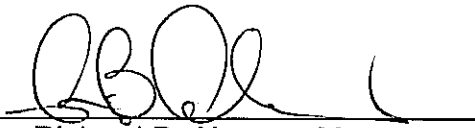
B). If either party wishes to terminate this agreement, or modify or amend any section or subsection hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of termination of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.

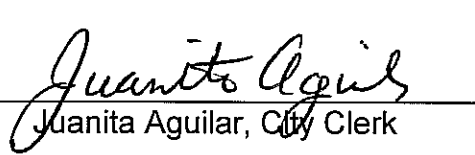
C). If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

***(Signature Page to Follow)***

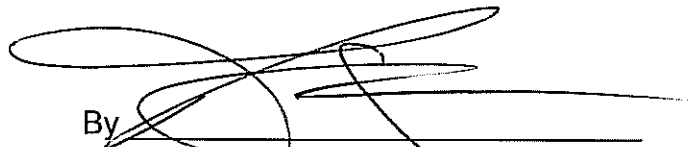
**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed on the date and year first above written.

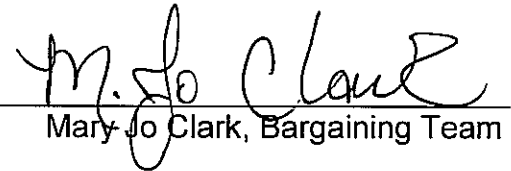
**CITY OF SWARTZ CREEK**  
A Michigan Municipal Corporation

By   
Richard B. Abrams, Mayor

By   
Juanita Aguilar, City Clerk

**SWARTZ CREEK CITY SUPERVISORS ASSOCIATION**

By   
Ricky C. Clolinger, President

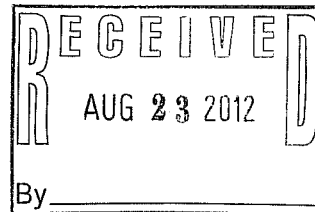
By   
Mary Jo Clark, Bargaining Team

APPROVED AS TO FORM:

           /s/  
Richard J. Figura,  
City Attorney

 michigan municipal league  
liability and property pool

August 21, 2012



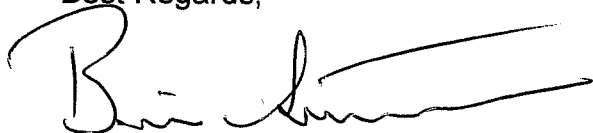
Mr. Paul Bueche  
City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, MI 48473-1377

Paul:

The Board of Directors of the Michigan Municipal League Liability & Property Pool voted to return \$2.8 million in equity to members who renew coverage in 2012. It is my pleasure to present to the **City of Swartz Creek** your dividend check in the amount of **\$9,451**. This latest distribution follows the \$3 million return during 2011. In addition, the trustees of the MML Workers' Compensation Fund authorized two additional equity returns – a special \$4.3 million dividend to be distributed by year end, and \$7 million as part of the July 1, 2012 renewal.

These are your programs: the ability to return ownership equity depends on your efforts; these latest distributions represent premium dollars that would otherwise be lost to out of state or out of country commercial insurers. Please tell us how else we can make your insurance programs work for you.

Best Regards,



Brian M. Steckroth  
Account Executive

Service Provider: Meadowbrook® Insurance Group

Loss Control & Member Services: P.O. Box 2054, Southfield, MI 48037 ;(800) 482-0626; Fax (248) 358-1614  
Southfield Claims Service: P.O. Box 5174, Southfield, MI 48086-5174 ;(800) 482-0626; Fax (248) 358-3251  
Grand Rapids Claims: 3501 Lake Eastbrook S.E., Suite 150, Grand Rapids, MI 49546-5939; (616) 942-0311;  
Fax (616) 942-0390

**To:** Paul Bueche, City Manager  
City of Swartz Creek

**From:** Ryan Minkus, PE, PTOE

**Date:** August 13, 2012

**Re:** Traffic Signal Warrant Analysis  
Morrish Road at Bristol Road – Swartz Creek, MI

**File No:** 54576002/003

**Copy:** Progressive AE – Pete LaMourie

Progressive AE has completed the traffic signal warrant analysis for the Morrish Road at Bristol Road intersection in the City of Swartz Creek. The following sections outline the data collection efforts, traffic signal warrant criteria, analysis and the conclusions drawn with regard to the applicability of a traffic signal installation at this intersection.

### Introduction

The Morrish Road at Bristol Road intersection is at the northern end of proposed Meijer development at the I-69 exit to Morrish Road. Currently the intersection operates under two-way stop sign control, with Morrish Road having the right-of-way. Being one of the primary connections to the other local roadways, the operations at the intersection, after the proposed Meijer development is in place, need further analysis.

### Data Collection

For this analysis, 48-hour machine counts, intersection lane geometry and approach speed data were obtained. The 48-hour machine counts consisted of obtaining the traffic volumes for each of the four approaches to the intersection during the week of March 26, 2012.

### Warrant Analysis Parameters

All road agencies require that an intersection meet at least one of the traffic signal warrants outlined in the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD) before a signal can be considered for installation. Of all the traffic signal warrants outlined in the MMUTCD, the most applicable warrants to investigate for this intersection are those that relate strictly to traffic volumes. The remaining warrants (pedestrians, school crossings, etc.) are not currently, nor are they anticipated to be, applicable at this intersection in the near future and can be omitted from this analysis.

Of the volume related traffic signal warrants, road agencies such as the Michigan Department of Transportation (MDOT) or the Genesee County Road Commission typically only allow the installation of a traffic signal if the intersection traffic volumes satisfy "Condition A" of Warrant 1 (Eight-Hour Vehicle

Volume). The Minimum Vehicular Volume, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The requirements for Warrant 1 state that for each of eight hours of the day, minimum traffic volume thresholds must be met on both the major and minor street approaches to an intersection. The exact threshold values can vary depending on the geometric lane configurations of the major and minor street approaches to the intersection, and may have a reduction factor applied if specific intersection characteristics are also met. In the case of the Morrish Road and Bristol Road intersection, a 30% reduction to the required minimum volume thresholds is allowed because of the following intersection characteristics:

1. This location is relatively separate from adjacent communities and the City of Swartz Creek has a population of less than 10,000.
2. The speed limit on the major street (Morrish Road) exceeds 40 mph. Morrish Road is posted at 40 mph south of Bristol Road, and is an unposted prima-fascia at 55 mph to the north.

#### *Warrant 1: Condition A (Minimum Vehicular Volume)*

1. For at least eight hours of a day, the major street (Morrish Road) must have at least 420 vehicles per hour (a total of both approaches); and
2. For at least each of those same eight hours of a day, the higher volume approach of the minor street (Bristol Road) must have at least 105 vehicles per hour.

#### *Warrant 1: Condition B (Interruption of Continuous Traffic)*

1. For at least eight hours of a day, the major street must have at least 620 vehicles ( a total of both approaches); and
2. For at least each of those same eight hours of a day, the higher volume approach of the minor street approach must have at least 53 vehicles per hour.

#### *Warrant 2 – Four-Hour Vehicular Volumes*

1. Similar to Warrant 1, this warrant looks at the relation of the volumes on the major street approach (both directions) and the higher volume minor street approach when plotted on a graph. The major difference between Warrant 1 and Warrant 2 is that Warrant 2 only requires the conditions be met for a minimum of 4 hours out of a day instead of 8 hours.

The MMUTCD allows for reductions in the minor street approach volumes due to the effect of right-turns (a movement that commonly does not "need" a traffic signal in place to operate efficiently). Since the Morrish Road and Bristol Road intersection is north of the proposed development, and the existing and projected right-turn volumes are so low, any reductions due to right-turn traffic would be minimal and have therefore been omitted from this analysis.

**2013 Phase I – Projected Conditions Analysis**

For the Phase I analysis, the existing traffic volumes will be used as a base and the Phase I projected traffic volumes were added for evaluation. To maintain a conservative prediction of the 2013 conditions, no other “background” traffic growth from other developments were assumed other than the planned Meijer project. Based upon the current Institute of Transportation Engineers (ITE) Trip Generation manual, the traffic volumes that are expected to be generated by the Meijer development (an approved store and gas station) during a typical day are projected as follows:

| ITE Code | Land Use                                       | Sq. Ft. | Daily Trips | Internal Capture* | Total Daily Trips |
|----------|--|---------|-------------|-------------------|-------------------|
| 813      | Free-Standing Discount Superstore              | 192,200 | 10,212      |                   | 10,212            |
| 945      | Gasoline/Service Station w/ Convenience Market | 2,640   | 2,540       | -254              | 2,286             |

Site Total: 12,498

\*10% of Gasoline/Service Station w/ Convenience Market traffic will come from the Free-Standing Discount Superstore, and will not constitute new trips for the project.

Distribution of these trips through the Morrish Road and Bristol Road intersection was completed utilizing the following criteria:

- Since the ITE Trip Generation manual does include any data for a hourly traffic distribution of the Free-Standing Discount Superstore land use (ITE Code 813), the hourly distribution of the Shopping Center land use (ITE Code 820, Page 1498, Table 2) will be used; and
- The general trip distribution model from the approved Meijer development’s traffic impact study was used for the traffic distribution. In the case of the Morrish Road and Bristol Road intersection, 20% of the site traffic is projected to utilize this intersection when approaching or leaving the site.

The tables and figures on the following pages illustrate the projected 2013 Phase I traffic volumes and traffic signal warrant results. Table 1a depicts the projected volume data at the Morrish Road at Bristol Road intersection with Phase I of the project operational, and serves as the basis for the subsequent analyses. As shown in Table 1b, Warrant 1: Condition A is projected to be met for only 5 hours and it is noted that Warrant 1: Condition B is not met. Since neither condition for Warrant 1 is met, the requirements for Warrant 1 are not satisfied. As an additional check, Figure 1 illustrates the results of volume data when applied to Warrant 2. As shown in the figure, only 2 hours of data fall above the “Two or more on one, one on the other” curve on the graph (based upon the geometric lane configurations of the approaches to the intersection). Since only 2 hours of data fell above the threshold, Warrant 2 is not satisfied.



Table 1a

**Michigan Manual of Uniform Traffic Control Devices  
Worksheet for Signal Warrants (Section 4C)  
2011 Edition of the MMUTCD**

Spot Number: N/A  
 Major Street: Morrish Road Minor Street: Bristol Road  
 Intersection: Morrish Road at Bristol Road - Phase I  
 City: Swartz Creek  
 Date Performed: 8/9/2012 Performed By: Ryan Minkus, PE, PTOE  
 Date Volumes Collected: 3/28/2012 - 3/30/2012

|               | Major<br>SB | Major<br>NB | Minor<br>WB | Minor<br>EB | Total<br>Major | Highest<br>Minor | Total       |
|---------------|-------------|-------------|-------------|-------------|----------------|------------------|-------------|
| 00:01 - 01:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 01:00 - 02:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 02:00 - 03:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 03:00 - 04:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 04:00 - 05:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 05:00 - 06:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 06:00 - 07:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 07:00 - 08:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 08:00 - 09:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 09:00 - 10:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 10:00 - 11:00 | 179         | 144         | 56          | 72          | 323            | 72               | 451         |
| 11:00 - 12:00 | 183         | 205         | 71          | 80          | 388            | 80               | 539         |
| 12:00 - 13:00 | 210         | 197         | 114         | 88          | 407            | 114              | 609         |
| 13:00 - 14:00 | 190         | 188         | 104         | 81          | 378            | 104              | 563         |
| 14:00 - 15:00 | 209         | 268         | 117         | 78          | 477            | 117              | 672         |
| 15:00 - 16:00 | 228         | 335         | 131         | 113         | 563            | 131              | 807         |
| 16:00 - 17:00 | 280         | 347         | 144         | 103         | 627            | 144              | 874         |
| 17:00 - 18:00 | 267         | 420         | 143         | 108         | 687            | 143              | 938         |
| 18:00 - 19:00 | 211         | 275         | 124         | 74          | 486            | 124              | 684         |
| 19:00 - 20:00 | 150         | 200         | 100         | 54          | 350            | 100              | 504         |
| 20:00 - 21:00 | 119         | 171         | 102         | 54          | 290            | 102              | 446         |
| 21:00 - 22:00 | 74          | 162         | 101         | 50          | 236            | 101              | 387         |
| 22:00 - 23:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| 23:00 - 00:00 | 0           | 0           | 0           | 0           | 0              | 0                | 0           |
| <b>Total</b>  | <b>2300</b> | <b>2912</b> | <b>1307</b> | <b>955</b>  | <b>5212</b>    | <b>1332</b>      | <b>7474</b> |

Does the Posted Speed Limit exceed 40 mph on the major street? Yes

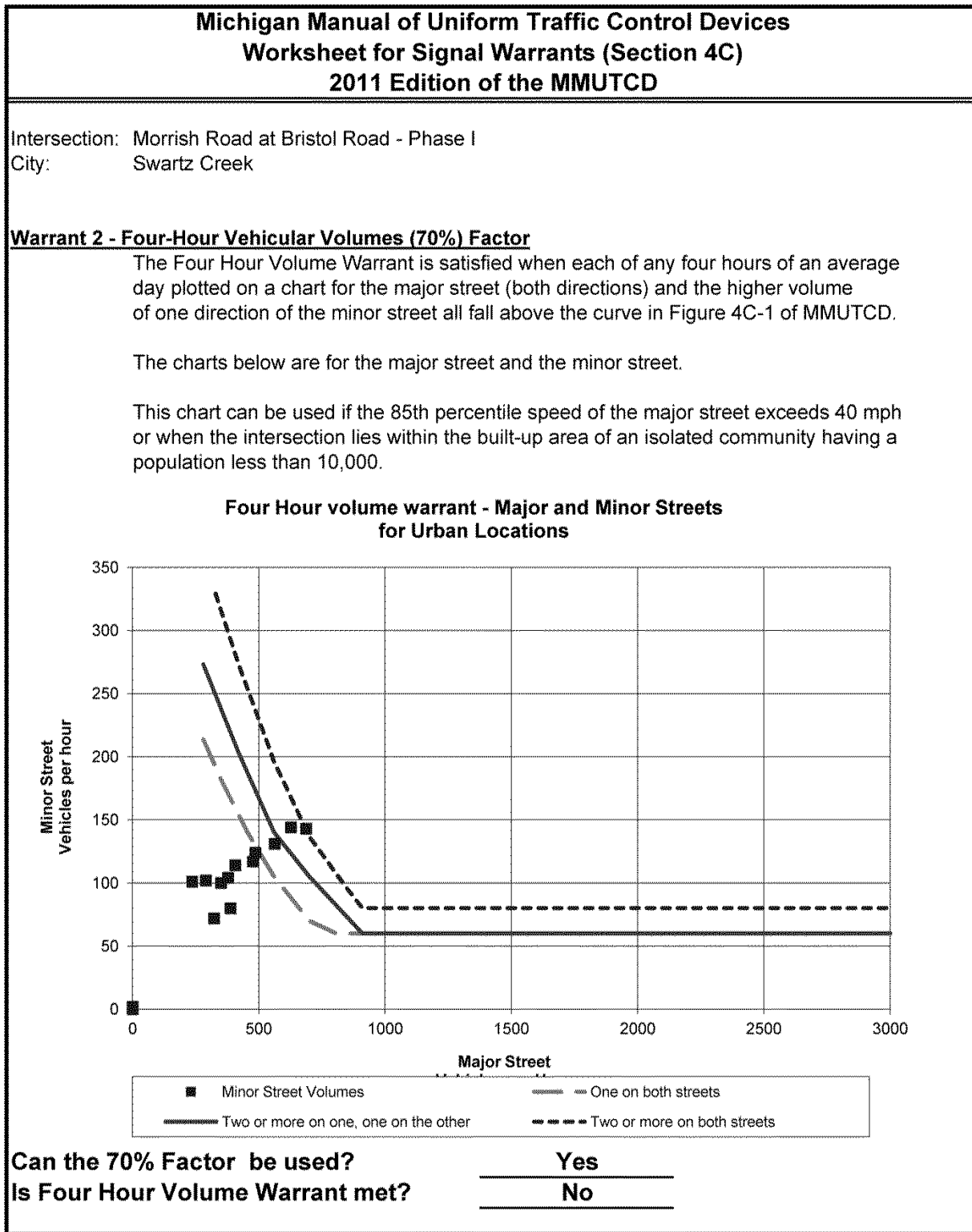
Does the intersection lie within a built-up area of an isolated community having a population of less than 10,000? Yes

Your intersection CAN use the 70% option to warrant the signal, do you want to use it? Yes

Table 1b

| Michigan Manual of Uniform Traffic Control Devices<br>Worksheet for Signal Warrants (Section 4C)<br>2011 Edition of the MMUTCD |                                     |                     |                      |
|--|-------------------------------------|---------------------|----------------------|
| Intersection: Morrish Road at Bristol Road - Phase I   |                                     |                     |                      |
| City: Swartz Creek   |                                     |                     |                      |
| Date: 8/9/2012   | Performed by: Ryan Minkus, PE, PTOE |                     |                      |
| <b>Warrant 1 - Eight-Hour Vehicular Volume</b>   |                                     |                     |                      |
| <b>Number of lanes of moving traffic for moving traffic on each approach:</b>  |                                     |                     |                      |
| Major Street:  | 2                                   | Minor Street:       | 1                    |
| Which percentage of the original volume do you wish to use?<br>(The percentage must be 100%, 80%, 70% or 56%)                  |                                     |                     | 70% (enter %)        |
| <b>Vehicles per hour on major street (total of both approaches):</b>   |                                     |                     |                      |
| <b>Time</b>  | <b>Major Volume</b>                 | <b>Minor Volume</b> | <b>Meets Warrant</b> |
| 00:01 - 01:00  | 0                                   | 0                   | No                   |
| 01:00 - 02:00  | 0                                   | 0                   | No                   |
| 02:00 - 03:00  | 0                                   | 0                   | No                   |
| 03:00 - 04:00  | 0                                   | 0                   | No                   |
| 04:00 - 05:00  | 0                                   | 0                   | No                   |
| 05:00 - 06:00  | 0                                   | 0                   | No                   |
| 06:00 - 07:00  | 0                                   | 0                   | No                   |
| 07:00 - 08:00  | 0                                   | 0                   | No                   |
| 08:00 - 09:00  | 0                                   | 0                   | No                   |
| 09:00 - 10:00  | 0                                   | 0                   | No                   |
| 10:00 - 11:00  | 323                                 | 72                  | No                   |
| 11:00 - 12:00  | 388                                 | 80                  | No                   |
| 12:00 - 13:00  | 407                                 | 114                 | No                   |
| 13:00 - 14:00  | 378                                 | 104                 | No                   |
| 14:00 - 15:00  | 477                                 | 117                 | Yes                  |
| 15:00 - 16:00  | 563                                 | 131                 | Yes                  |
| 16:00 - 17:00  | 627                                 | 144                 | Yes                  |
| 17:00 - 18:00  | 687                                 | 143                 | Yes                  |
| 18:00 - 19:00  | 486                                 | 124                 | Yes                  |
| 19:00 - 20:00  | 350                                 | 100                 | No                   |
| 20:00 - 21:00  | 290                                 | 102                 | No                   |
| 21:00 - 22:00  | 236                                 | 101                 | No                   |
| 22:00 - 23:00  | 0                                   | 0                   | No                   |
| 23:00 - 00:00  | 0                                   | 0                   | No                   |
| <b>Total Hours Met:</b>  |                                     |                     | <u>5</u>             |
| Is the intersection using the reduced volume criteria based on speed or population? Yes  |                                     |                     |                      |
| <b>A. Is the Minimum Vehicular Volume Warrant Met?</b>   |                                     |                     | <b>No</b>            |
| <b>B. Is the Interruption of Continuous Traffic Met?</b>   |                                     |                     | <b>No</b>            |
| <b>Combination of Warrants A and B Criteria Met?</b>   |                                     |                     | <b>No</b>            |
| (Use only when Conditions A and B are both not satisfied)  |                                     |                     |                      |

Figure 1



## 2016 Phase II – Projected Conditions Analysis

For the Phase II analysis, the existing traffic volumes will have a background growth rate applied and used as a base, Phase I projected traffic volumes and Phase II projected traffic volumes were then added for evaluation. Background growth of 3-percent a year was added to the existing traffic volumes, and served as a basis for these analyses. Again, to maintain a conservative prediction for the 2016 conditions, no other “background” traffic growth from other developments (i.e. any development on the west side of Morrish Road) were assumed other than the planned overall Meijer development. According to the previously approved Meijer development traffic impact study, Phase II is projected to add an additional 13,293 daily vehicle trips to the adjacent roadway.

Distribution of these trips through the Morrish Road and Bristol Road intersection was completed utilizing the same criteria that was used for the Phase I analysis. With the trip distribution complete, this data was then analyzed for the same traffic signal warrants as the Phase I analysis.

The tables and figures on the following pages illustrate the projected 2016 Phase II traffic volumes and traffic signal warrant results. Table 2a depicts the projected volume data at the Morrish Road at Bristol Road intersection with Phase II of the project operational, and serves as the basis for the subsequent analyses. As shown in Table 2b, Warrant 1: Condition A is projected to be met for 9 hours and it is noted that Warrant 1: Condition B is not met. Since Warrant 1: Condition A is satisfied, the requirements for Warrant 1 are satisfied. As an additional check, Figure 2 illustrates the results of volume data when applied to Warrant 2. As shown in the figure, 6 hours of data fall above the “Two or more on one, one on the other” curve on the graph (based upon the geometric lane configurations of the approaches to the intersection). Since more than 4 hours of data fell above the threshold, Warrant 2 is also satisfied.

Table 2a

**Michigan Manual of Uniform Traffic Control Devices  
Worksheet for Signal Warrants (Section 4C)  
2011 Edition of the MMUTCD**

Spot Number: N/A  
 Major Street: Morrish Road Minor Street: Bristol Road  
 Intersection: Morrish Road at Bristol Road - Phase II  
 City: Swartz Creek  
 Date Performed: 8/9/2012 Performed By: Ryan Minkus, PE, PTOE  
 Date Volumes Collected: 3/28/2012 - 3/30/2012

|               | Major SB    | Major NB    | Minor WB    | Minor EB    | Total Major | Highest Minor | Total       |
|---------------|-------------|-------------|-------------|-------------|-------------|---------------|-------------|
| 00:01 - 01:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 01:00 - 02:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 02:00 - 03:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 03:00 - 04:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 04:00 - 05:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 05:00 - 06:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 06:00 - 07:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 07:00 - 08:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 08:00 - 09:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 09:00 - 10:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 10:00 - 11:00 | 226         | 176         | 90          | 91          | 402         | 91            | 583         |
| 11:00 - 12:00 | 236         | 253         | 124         | 102         | 489         | 124           | 715         |
| 12:00 - 13:00 | 269         | 254         | 186         | 112         | 523         | 186           | 821         |
| 13:00 - 14:00 | 243         | 246         | 177         | 103         | 489         | 177           | 769         |
| 14:00 - 15:00 | 261         | 337         | 194         | 99          | 598         | 194           | 891         |
| 15:00 - 16:00 | 281         | 410         | 211         | 137         | 691         | 211           | 1039        |
| 16:00 - 17:00 | 339         | 424         | 227         | 127         | 763         | 227           | 1117        |
| 17:00 - 18:00 | 326         | 505         | 228         | 132         | 831         | 228           | 1191        |
| 18:00 - 19:00 | 263         | 338         | 195         | 94          | 601         | 195           | 890         |
| 19:00 - 20:00 | 199         | 253         | 164         | 73          | 452         | 164           | 689         |
| 20:00 - 21:00 | 149         | 224         | 170         | 67          | 373         | 170           | 610         |
| 21:00 - 22:00 | 88          | 222         | 176         | 57          | 310         | 176           | 543         |
| 22:00 - 23:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| 23:00 - 00:00 | 0           | 0           | 0           | 0           | 0           | 0             | 0           |
| <b>Total</b>  | <b>2880</b> | <b>3642</b> | <b>2142</b> | <b>1194</b> | <b>6522</b> | <b>2143</b>   | <b>9858</b> |

Does the Posted Speed Limit exceed 40 mph on the major street? Yes

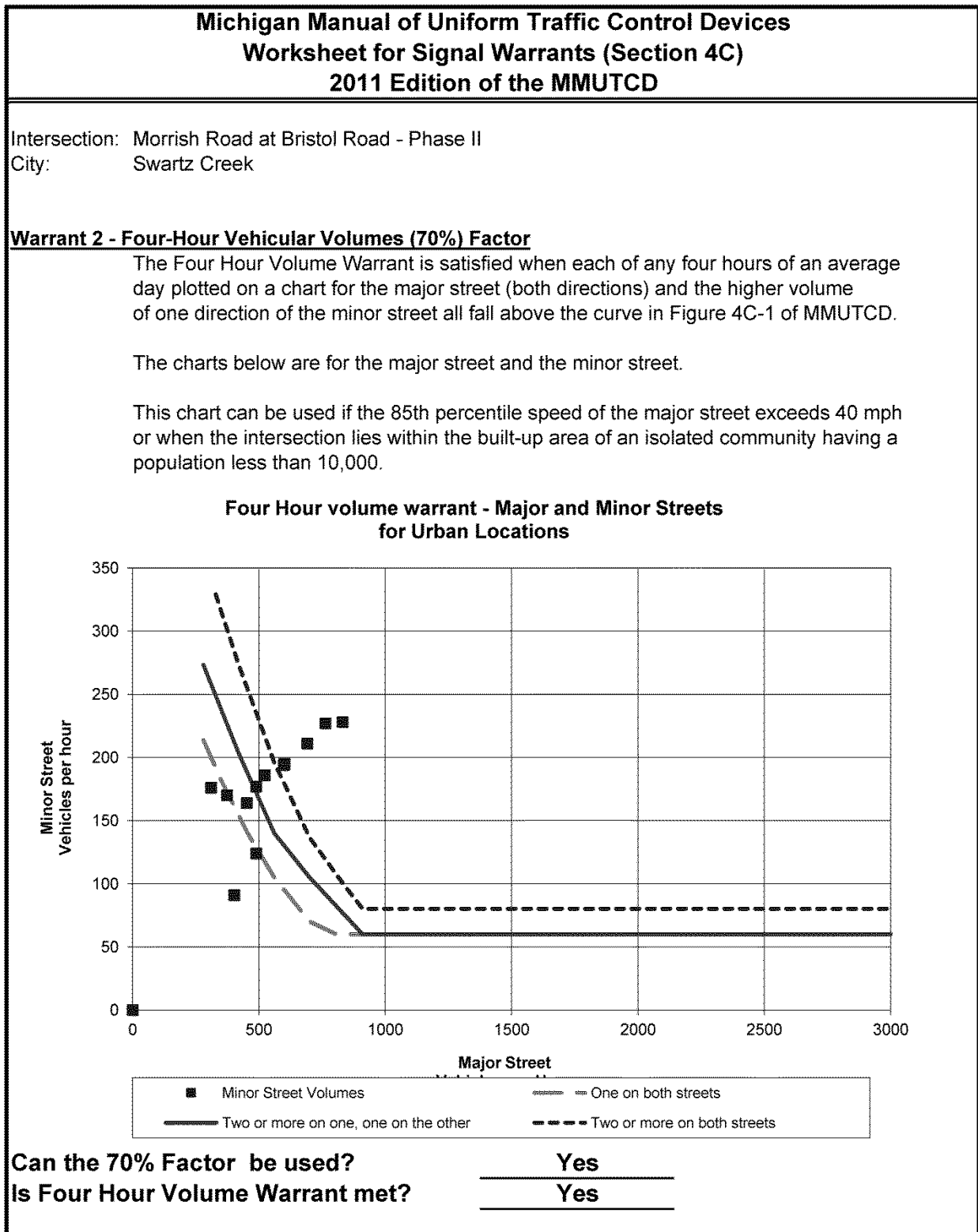
Does the intersection lie within a built-up area of an isolated community having a population of less than 10,000? Yes

Your intersection CAN use the 70% option to warrant the signal, do you want to use it? Yes

Table 2b

| Michigan Manual of Uniform Traffic Control Devices<br>Worksheet for Signal Warrants (Section 4C)<br>2011 Edition of the MMUTCD |                     |                     |                       |
|--|---------------------|---------------------|-----------------------|
| Intersection: Morrish Road at Bristol Road - Phase II  |                     |                     |                       |
| City:  | Swartz Creek        |                     |                       |
| Date:  | 8/9/2012            | Performed by:       | Ryan Minkus, PE, PTOE |
| <b>Warrant 1 - Eight-Hour Vehicular Volume</b>   |                     |                     |                       |
| <b>Number of lanes of moving traffic for moving traffic on each approach:</b>  |                     |                     |                       |
| Major Street:  | 2                   | Minor Street:       | 1                     |
| Which percentage of the original volume do you wish to use?<br>(The percentage must be 100%, 80%, 70% or 56%)                  |                     |                     | 70% (enter %)         |
| <b>Vehicles per hour on major street (total of both approaches):</b>   |                     |                     |                       |
| <b>Time</b>  | <b>Major Volume</b> | <b>Minor Volume</b> | <b>Meets Warrant</b>  |
| 00:01 - 01:00  | 0                   | 0                   | No                    |
| 01:00 - 02:00  | 0                   | 0                   | No                    |
| 02:00 - 03:00  | 0                   | 0                   | No                    |
| 03:00 - 04:00  | 0                   | 0                   | No                    |
| 04:00 - 05:00  | 0                   | 0                   | No                    |
| 05:00 - 06:00  | 0                   | 0                   | No                    |
| 06:00 - 07:00  | 0                   | 0                   | No                    |
| 07:00 - 08:00  | 0                   | 0                   | No                    |
| 08:00 - 09:00  | 0                   | 0                   | No                    |
| 09:00 - 10:00  | 0                   | 0                   | No                    |
| 10:00 - 11:00  | 402                 | 91                  | No                    |
| 11:00 - 12:00  | 489                 | 124                 | Yes                   |
| 12:00 - 13:00  | 523                 | 186                 | Yes                   |
| 13:00 - 14:00  | 489                 | 177                 | Yes                   |
| 14:00 - 15:00  | 598                 | 194                 | Yes                   |
| 15:00 - 16:00  | 691                 | 211                 | Yes                   |
| 16:00 - 17:00  | 763                 | 227                 | Yes                   |
| 17:00 - 18:00  | 831                 | 228                 | Yes                   |
| 18:00 - 19:00  | 601                 | 195                 | Yes                   |
| 19:00 - 20:00  | 452                 | 164                 | Yes                   |
| 20:00 - 21:00  | 373                 | 170                 | No                    |
| 21:00 - 22:00  | 310                 | 176                 | No                    |
| 22:00 - 23:00  | 0                   | 0                   | No                    |
| 23:00 - 00:00  | 0                   | 0                   | No                    |
| <b>Total Hours Met:</b>  |                     |                     | <u>9</u>              |
| Is the intersection using the reduced volume criteria based on speed or population? Yes  |                     |                     |                       |
| <b>A. Is the Minimum Vehicular Volume Warrant Met?</b>   |                     |                     | <b>Yes</b>            |
| <b>B. Is the Interruption of Continuous Traffic Met?</b>   |                     |                     | <b>No</b>             |
| <b>Combination of Warrants A and B Criteria Met?</b>   |                     |                     | <b>No</b>             |
| (Use only when Conditions A and B are both not satisfied)  |                     |                     |                       |

Figure 2



**Summary**

The warrant analyses results confirm that a signal is not expected to be warranted at the Morrish Road and Bristol Road intersection at the completion of Phase I, but is expected to be warranted upon the completion of Phase II. During Phase I of the project, Warrant 1: Condition A is expected to be met for 5 hours of the day, while during Phase II is expected to be met for 9 hours of the day.

While these analyses showed that the Phase II projected traffic would satisfy the Warrant 1 criteria, depending on the timing of other developments in the area (i.e. on the west side of Morrish Road) may cause the warrants to be satisfied prior to the completion of Phase II. The analyses completed for Phase I and II were predictive in nature, and for that reason, the traffic volumes at the intersection should be monitored after Phase I is completed to see when the traffic signal warrant criteria will be met.

Ryan Minkus, PE, PTOE  
Civil Engineer





*Paul Bueche*

*City Manager*

[pbueche@cityofswartzcreek.org](mailto:pbueche@cityofswartzcreek.org)

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**13-August-2012**

**Michigan Department of Treasury, ORTA**  
**C/O Ms. Denise Elowsky**  
P.O. Box 30722  
Lansing, Michigan 48909

Re: **City of Swartz Creek**  
Revenue Sharing EVIP Supplement  
Additional Documentation

**Dear Denise,**

You have requested additional data and calculations to our submittals via two questions:

**1. “What are the cost savings the City has realized by virtue of our current combined fire services agreement with the Township of Clayton”?**

To answer this question, the City, using budget data from the Fire Departments 2012 (calendar year) budget, looked at what the costs might be if we decided to separate and provide these services ourselves. With no allowances made for any capital investments or replacements, and using several basic assumptions, the City’s finance department affixes the savings at **\$115,731** (See attached Exhibit “A”)

**2. “What cost might be realized if the City combined services, such as Police, Building, Zoning, Assessment and Public Works, with a neighboring community?”**

The City, along with Flint and Mundy Townships, hired a consulting company (Municipal Consulting Services of Ann Arbor) to evaluate resources and cost savings that might be associated with combining services. A draft was released on July 30, 2012 that addresses the following areas:

**A. Police Services:** The City will realize no cost savings by consolidating services with a neighboring community. There are recommendations for a partial contracting of some police services, such as supervision, however, such recommendations are problematic and make no estimate for expenses to accomplish this. The savings only is calculated at \$217,000 (See attached Exhibit “B”).

**B. Building & Zoning:** The City will realize no cost savings from consolidation. The study recommends consolidation to improve efficiency and allow the department to operate at expenses equal to revenues.

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<ftp://cityofswartzcreek.org>

- C. Assessing:** The City currently contracts for assessing services. The study suggests that all three communities seek a joint contract with an outside firm; however, the City would benefit little as the current contract is at maximum efficiency (See Exhibit "C").
- D. Public Works:** Flint and Mundy Townships do not have Public Works Departments. The question was not addressed in the study.

If additional explanations of the shared services analysis are needed, a copy of the entire findings of the study can be sent.

If you need further, please feel free to call. In advance, I apologize for the inconvenience and thank you for your time.

Sincerely,



---

**Paul Bueche**  
City Manager  
City of Swartz Creek

*Attachments*

# EXHIBIT "A"

## Calendar 2010

### City's Expenditures

|                                 |                     |
|---------------------------------|---------------------|
| Monthly fire runs               | 32,386.24           |
| Half of operating appropriation | 96,950.00           |
|                                 | <b>\$129,336.24</b> |

### Fire Dept 2010 expenditures

|                       |                     |
|-----------------------|---------------------|
| Payroll expenditures  | 152,451.00          |
| Medical testing       | 4,622.00            |
| Supplies              | 8,526.00            |
| Professional Services | 3,459.00            |
| Telephone/Internet    | 2,889.00            |
| Insurance             | 24,460.00           |
| Utilities             | 12,874.00           |
| Training              | 5,519.00            |
| Fire equipment        | 14,547.00           |
| Maintenance           | 14,752.00           |
| Office equipment      | 968.00              |
|                       | <b>\$245,067.00</b> |

**Difference (\$115,730.76)**

**Assumption #1.** Given the number of volunteer firefighters needed to fight a fire, we assume the same number of fire personnel.

**Assumption #2.** Taking only operating expenditures into the equation, we assume maintenance costs and small equipment replacements to be the same.

**Assumption #3.** Since the current fire department fights fires in both the City and the Township, we cannot use the smaller dimensions of the City in the equation with regards to a percentage of operating costs and types of fire apparatus. We assume all operating costs would stay the same.

Mary Jo Clark  
Finance Director  
City of Swartz Creek

# EXHIBIT "B"

## EXCERPTS FROM "MUNICIPAL SHARED SERVICES" STUDY JULY 30, 2012

staffing level would need to be maintained within the City. One workable model could be as follows:

- Upon the eventual retirement of The Police Chief and Lieutenant - both are not replaced.
- Flint Township assumes responsibility for administration of the Swartz Creek Police Department. One of two current Lieutenants is assigned this responsibility.
- All other Swartz Creek Police Department personnel are retained, with the exception of the part-time Detective and FANG officer. Flint Township also assumes responsibility for investigations.
- Staffing is maintained at two police officers on a 24/7 hour basis, or at one for select, low-activity time periods if desired.

The staffing schedule for this scenario is included in Appendix D. As seen in the appendix, the current special assignment for the School Resource Officer could remain and patrol would be staffed by a combination of full-time and part-time officers. Related to this, three potential schedules are presented, including:

- Appendix D-1: Part-time police officers on 12-hour shifts.
- Appendix D-2: Part-time police officers may work 4,8 or 12 hour shifts
- Appendix D-3: Part-time police officers on 8-hour shifts

In each case, full-time Swartz Creek police officers would continue to work a 12-hour shift with no contract modifications. This shift duration is the same as the shift of Flint Township's police officers.

Concerning cost savings, the City of Swartz Creek could anticipate the following:

- Savings from Police Chief: \$91,407
- Savings from Lieutenant: \$73,039
- Savings from Detective: \$15,037
- Savings from Drug Officer: \$37,190
- TOTAL SAVINGS: \$216,673**

These savings would be offset by the contract cost negotiated with Flint Township. As noted above, additional cost savings could also be achieved by reducing patrol strength to one on duty for some or all hours. Additional savings could also be achieved by eliminating the K-9 assignment and returning the police officer to full patrol duty. In this event, Flint Township's dog could be utilized on an as-needed basis.

### 2. RECORDS MANAGEMENT SYSTEM (RMS) CONSOLIDATION FOR GENESEE COUNTY IS A SECOND SHARED-SERVICE OPPORTUNITY TO PURSUE.

# EXHIBIT "C" #1

## EXCERPTS FROM "MUNICIPAL SHARED SERVICES" STUDY JULY 30, 2012

In addition to the analysis of service sharing, our evaluation has also focused on opportunities to reduce costs or improve output in the current operation. Our findings include the following:

**1. THE ASSESSING DEPARTMENT IS SELF CONTAINED AND FULLY OUTSOURCED. ON-LINE ACCESS TO ASSESSING RECORDS WOULD BE ONE WORTHWHILE UPGRADE.**

As mentioned above, Landmark Appraisal Company provides assessing services to the City of Swartz Creek with very little input from City employees. The assigned assessor (certified Level III) is at the City one day per week and other company personnel assist in fieldwork and Tax Tribunal representation. The cost of service (budgeted at \$27,000 in FY 2012) is defined and certainly subject to ongoing competitive bid if the City desires. In this sense, market forces can be used to determine the cost of service and expenses and/or an hourly rate can be negotiated. For a small city like Swartz Creek this assures that excess resources are not dedicated to the function.

In regard to potential upgrades, there is currently no on-line public access to the assessing roll. This could be a service upgrade that may be appreciated by the residents and/or could eliminate some desk traffic. As discussed below in the recommendations, on-line access could be provided at BS&A under several optional scenarios.

### **SUMMARY OF SUGGESTED ACTIONS FOR OPERATIONAL IMPROVEMENT FOR THE SWARTZ CREEK ASSESSING DEPARTMENT**

1. The City should consider providing an on-line option for accessing the assessment role. BS&A has two different methods for delivering this solution. First, municipalities can have BS&A post this information on the Internet at no cost. In this case, property owners can look up their information for free. Any others who wish to look up data (appraisers, title companies, etc.) pay \$2 per look-up. BS&A keeps the \$2. The second option is for the City of Swartz Creek to pay BS&A a fee of \$3,000 per year.

### **E. ASSESSING SHARED-SERVICES OPPORTUNITIES AND CONSTRAINTS**

As discussed in the findings, each of the three communities utilizes a contract assessor to some degree. It is our conclusion that the three communities should focus on our recommendations for operational improvement before considering any shared-services arrangements. This is particularly true for Flint Township where the ideal operational mix of in-house and contract resources should be determined. Mundy Township will also need to ultimately make the decision of whether to retain contract services at the current level.

# Exhibit "C" #2

Once this is accomplished, each community will have a clear understanding of the level of contract services that is appropriate for their operation. At that time, a joint bid could be prepared to contract for assessing services.

The current contractors could certainly be invited to bid on a combined contract. Additionally, there are a number of companies in southeast and central Michigan of sufficient size to service the three communities under one contract. These could also be invited to submit bids.

Assuming that all three communities have an existing contract and a well written request-for-proposals document with similar service specifications, it should be possible to elicit competitive bids that can be compared to existing contract cost. If there is an economy-of-scale to be achieved it will be revealed through this process.

\* \* \* \* \*