

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday January 9, 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 December 12, 2011 MOTION Pg. 8, 24-27
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8, 2-7
 - 6B. Monthly [DPW](#), [Check Ledger](#), [Fire](#) Reports Pg. 28, 33, 39-71
 - 6C. Voter-Council District Map (Agenda Item) Pg. 72
 - 6D. 2009 Fire Agreement, Clayton Twp Changes (Agenda Item) Pg. 73-83
 - 6E. Park Board Minutes (Agenda Item) Pg. 84-89
 - 6F. MML Membership (Agenda Item) Pg. 90-91
 - 6G. Morrish Bridge Project (Agenda Item) Pg. 92-109
 - 6H. EVIP Plan Pg. 110-138
 - 6I. City Vacant Lots, Heritage & Springbrook Pg. 139-144
 - 6J. Planning Commission Packet, Jan 10 Meeting Pg. 145-161
 - 6K. EECBG Notice, Grant Completion Pg. 162-163
 - 6L. Vehicle Auction Results Pg. 164
 - 6M. WWS Letter, Bear Creek Pg. 165
 - 6N. DDA Notice, Cancelation Pg. 166
 - 6O. LLC Notice, Available License Pg. 167-168
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Women's Club Donation, Police K-9 Program RESO. Pg. 9, 6
 - 8B. Adopt City Re-Districting & Voter Precinct Plan RESO. Pg. 9, 72
 - 8C. 2012-2014 Fire Agreement RESO. Pg. 12, 73-83
 - 8D. Set Special Meeting, Marathon RFP Review RESO. Pg. 22, 3
 - 8E. Elms Park Renovation & Repair Project, Endorsement RESO. Pg. 23, 84-89
 - 8F. MML Annual Membership, Dues RESO. Pg. 23, 90-91
 - 8G. Morrish Road Bridge Project, TIP Project Advancements DISC. Pg. 92-109
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 January 9, 2012 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 6-January-2012

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** *(See Individual Category)*
 - 2011-2014 T.I.P. APPLICATION** *(Discussion)*
 Here is a schedule of City projects that are funded or in the queue (shaded).

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

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

*Includes Enhancements, Walk-Way & Lighting

As we have discussed, we will begin design this spring on the Morrish Road Bridge Project with construction anticipated in 2013. I have set this for a discussion on some enhancement options we are looking at in conjunction with this project. In addition, the MPO has some funds available due to TIP Project drop outs that are unable to meet match amounts. We are looking at anticipated revenues and expenses over the next couple of years to see if we can get one of the two unfunded Miller Road Projects (Miller between Tallmadge and Dye) pushed up for funding.

- ✓ **COUNTY WWS ISSUES PENDING** *(See Individual Category)*
 - KAREGNONDI WATER AUTHORITY** *(Status)*
 Pending.
 - SEWER I&I PENALTIES, REHABILITATION** *(Status)*
 We approved Phase IV of the sewer rehabilitation project (Winshall Drive) at the meeting of July 25th, the cost being \$82,492.50. This work is generally done in the winter after the ground is frozen as it presents less damage to yards from lines located in the backyards.
 - BEAR CREEK SANITARY SEWER AGREEMENT** *(Status)*
 As some of the Council may recall, we entered into a three party agreement with the County and Gaines Township to provide sewer services to Bear Creek Subdivision (Morrish south of Hill Road). The agreement provided that the township could use our system to transmit sewage for five years. After that, they had to terminate the connection or pay penalties until such a time as they could terminate. The agreement expired on December 31st. The County has offered to take ownership of the line, inclusive of all maintenance and repairs and leave us full rights to customers,

revenues and access. There is a catch. The sewer line crosses the creek above it, and adjacent to the Morrish Road Bridge through the concrete wing walls... the same bridge that we will be designing a repair on in 2012 with construction in 2013 (Critical Bridge Grant). There is a chance that somewhere between the design process and what the state may want, that this line will have to be re-located under the creek. If this happens, it may also need a lift station. As you can see, this is one of those questions that at this point, we don't want to ask. I have informed the County of the issue related to the line along with a counter offer that they take the line and all costs associated with it, inclusive of the cost of relocating it, if it should be needed. Included is a response from the County offering a cost sharing arrangement. At this point, I suggest we extend the Bear Creek Agreement for one more year to give us some time to see where this bridge project heads. I've made the offer to the County and as of writing, have not received a response. If anyone has comments or questions, holler out and we can add this as a discussion item.

✓ **MARATHON REDEVELOPMENT PROJECT** (*Resolution*)

Bids are back with three submittals, two restaurants and an office building. Adam has finished a draft review. The applicants would like a chance to address the Council to pitch their respective projects prior to a final decision and award. I suggest we set a special meeting to hear presentations before we make a final decision. Adam can be present on most any Thursday evening, if we can arrive on one that works for the Council. Here are the January & February 2012 calendars:

JANUARY							FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29			

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:	January, 2012
Council Selection:	January, 2012
Purchase Agreement:	January, 2012
Planning Commission Site Plan:	January-February, 2012
Final Site Plan Approval, Develop	
Agreement Approval:	February-March, 2012
Commence Construction:	Spring, 2012

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

Pending.

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

We'll look at a disposition for the house at 4438 Morrish in the spring. The old Blacksmith Shop at 5129 Morrish is gone.

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

As a short re-cap, all our labor contracts are frozen. The POLC agreement has been frozen since January 2009, AFSCME since July 2008, the Supervisor's since July 2007

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

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

✓ **FIRE DEPARTMENT: CONTRACT & COST RECOVERY** (*Resolution*)

Included with tonight's packet is the proposed Fire Agreement between the City and the Township. In your packet you'll also find the minutes from the Clayton Township meeting of November 7th that outlines changes they desire. After a number of meetings with the Township, we have somewhat of a draft, which I've included in a worksheet form in the resolution section of tonight's packet. I've also discussed this with our representative on the Fire Board, Councilmember Hurt, who will have some definitive logic to present. It's my goal to come up with a final draft tonight, after review of all concerns, to present to the Township for final endorsement.

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

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

Here is an updated schedule:

- | | |
|--------------------------------------|---|
| June 27th Meeting: | Heritage & Springbrook Resolutions Directing Staff to Prepare Reports & Documents
Heritage & Springbrook Resolutions to Accept Findings, Reports, Boundaries & Documents, Place Findings in Clerks Office, Set Public Hearing for July 11, 2011 7:00 PM. |
| June 28th: | Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper |
| July 11th Meeting: | Public Hearing.
Heritage & Springbrook Resolutions Approving Profiles, Plans & Specifications, Formal Establishment of Special Assessment District, Direct Assessor to Prepare Special Assessment Tax Roll and Report to Council.
Heritage & Springbrook Special Assessment District Roll Received by Council, Resolution of Acceptance, Order of Filing With Clerks Office, Order of Availability for Public Inspection, Set Public Hearing for July 25, 2011 7:00 PM. |
| July 12th: | Public Hearing Notices Mailed to Property Owners, Ad Scheduled in Newspaper |
| July 25th Meeting: | Public Hearing. |

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

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

Resolute & Sign Construction Contract

Aug 29th - Oct 1st:

Construction

Late October:

Final Expense Reconciliations, Determine per Unit Cost Adjustments (cannot Exceed Maximum Amount Approved).

January:

Invoice Property Owners,

April 2, 2012:

Payment Due Monday April 2, 2012.

April 15, 2012:

Develop and Adopt Cost Distributions Throughout Funds

June, 2012:

Year One of Five Year Cycle for Assessment Against Tax Roll

June, 2016:

Last (5th) Installment Due

Warranty Deeds conveying 12 vacant lots in Springbrook and 5 vacant lots in Heritage, to the City, were closed on prior to December 31st. All that is owed on them is the assessments. The deeds have been recorded with the Assessor's Office and placed as tax exempt for the year of 2012. Attached is a map of what the City now owns in the two subdivisions. Interestingly, just a small number of the lots came back to us. Most were sold after the bank allowed the transfer and adjusted liens off.

✓ **SIGN ORDINANCE** (*Status*)

I spent some time discussing and reviewing this with Adam. This issue may not be as complicated as we have been making it out to be. Although it would be nice to place a sunset on all non-conforming signs, such an ordinance would place the City in the position of forcing the removal of probably 60% of the signs... not a very popular choice with our businesses. Aside from that, Adam believes that our ordinance is probably quite adequate, if we choose to allow all non-conforming signs to remain, including pole or pylon signs. I'm still working to bring Adam to a meeting to further discuss the matter.

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

As of today, no additional grant money exists for study purposes. I have met with Flint & Mundy Townships and we are ready to proceed by funding this study on a one-third equal split. As a cost checking measure, we decided that at least one and preferably two additional quotes for the study using the same scope of services should be obtained. I am scurrying to secure these within the next couple of weeks with the hope that we may choose and appropriate the cost within the first week or two in February.

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

Pending second bid letting this winter.

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

As you recall, we postponed action on this at the meeting of October 10th. In line with the agreement that Mr. Figura and the attorney representing Springbrook Colony Property Management Firm (Piper Realty) have arrived at, we need this resolution to finalize the agreement, being the acceptance of the dedication. I met with the Board and discussed a number of items, inclusive of this one. They were going to review the matter and get back with us.

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

We are going to take the winter to review everything, inclusive of the cold plastic symbols, create a bid, and look to do the work when the weather breaks. The plastic symbols, although desirable and longer lasting, are expensive and the number we have seems to be growing by the year. Having said this, we're going to look at the cost-benefit of buying the heat application equipment to do the symbol's work in-house. We're also going to contact the high traffic volume drives, such as Kroger, with costs to stripe and add Turn Arrows. The logic is to do everything in the early part of the summer which will go a long way in dressing up the appearance of the City.

✓ **POLICE NON-LETHAL WEAPONS** (*Status*)

This is the "Taser" purchase from the meeting of October 24th. We are awaiting the policy for final approval before implementation.

✓ **MEIJER SITE** (*Status*)

Site work has been completed at the location. Meijer's has some site plan amendments they want into the record. We've met with them and the changes they request are minor and can be handled with amendments heard by the Planning Commission and Council. The Planning Commission will be hearing the request on January 10th with final approval before the Council at the Meeting of January 23rd. They have plans to bid this project in February and begin construction as soon as the weather permits in the spring.

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

We have until April to submit a five-year Parks & Rec Plan, or March if we intend to apply for any grant funds. The process is a bit lengthy as it requires significant review and public input. The plan has been referred to the Park Board for review and recommendation. In conversations with Adam, I've asked Rowe to give us a cost estimate to do draft the plan and babysit the process through to finish. I'm not entirely pleased with the cost and am looking to sit with Lou and refine it a bit. We'll have to look to make a move on this no later than the next meeting.

On another issue, the Park Board is looking for Council endorsement to proceed with fundraising towards the Elms Park Renovation-Repair Project. In addition, they are asking if the City can contribute some amount of funds towards the venture. We probably can, but at this point, an exact amount is unknown. I'd suggest a preliminary amount of somewhere between \$5k and \$10k, depending on where the half or three quarter fiscal year is looking. I have a resolution of endorsement included with tonight's agenda.

✓ **REDISTRICTING** (*Resolution*)

As indicated in December, this redistricting task appears to be quite simple in comparison with 2002. The precincts can be evened out and meet the criteria by simply moving Apple Creek Apartments from Precinct #4 to Precinct #2. Included with tonight's program is a resolution adopting the new districts.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **ACCEPT DONATION, POLICE K-9 PROGRAM** (*Resolution*)

I'm pleased to announce that the Women's Club would like to make a donation to the City's Police Canine Program. Councilmember Hicks will have additional at tonight's

meeting. The Women's Club is, and continues to be, one of the biggest supporters of the dog program. A gracious thank-you extends for their continued efforts.

✓ **MML MEMBERSHIP, ANNUAL DUES** (*Resolution*)

Included with tonight's packet is the annual MML membership. I have a resolution to continue.

Council Questions, Inquiries, Requests and Comments

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

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday January 9, 2012 7:00 P.M.

Resolution No. 120109-4A MINUTES – DECEMBER 12, 2011

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held December 12, 2011 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120109-5A 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 January 9, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120109-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of January 9, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120109-8A

WOMEN’S CLUB DONATION, POLICE CANINE PROGRAM

Motion by Councilmember: _____

I Move the City of Swartz Creek, with gratitude; accept a donation to the City’s Police Canine Program, funds to be used exclusively for the Canine Program.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120109-8B

REDISTRRICT, COUNCILMANIC DISTRICTS, VOTING PRECINCTS

Motion by Councilmember: _____

WHEREAS, with the release of official census data, the Governor signed redistricting legislation into law that established new State House of Representative, State Senate, and U.S. Congressional Districts, the City’s assignments remaining unchanged at 5th U.S. Congressional District, 27th State Senate District and the 49th State House Representative District; and

WHEREAS, with the release of official census data, the Genesee County Board of Commissioners’ approved new County Commission Districts, the City’s district changing from the 6th District to the 8th District; and

WHEREAS, the City of Swartz Creek is required by State Statute and City Charter to update and redraw City Precincts to better distribute population and voters among the four City Councilmanic Districts and Voting Precincts; and

WHEREAS, the City staff has reviewed population shifts and differentials between the 2000 Census and the 2010 Census and determined that only some minor changes to District #2 and District #4 are needed, changes consisting of the shifting of the Apple Creek Apartment Complex from District #4 to District #2, and further, that with this change, all the City’s Councilmanic Districts and Voter Precincts will meet compliancy with state statute and local laws.

NOW, THEREFORE, BE IT RESOLVED the Swartz Creek City Council receives and adopts the Apportionment Re-Districting Plan, as recommended by the City Staff, a map of the Councilmanic Districts – Voter Precincts attached, Precinct - Districts changes and descriptions as follow:

Precinct #1: No change in precinct boundaries. Change in County Commissioner from District 6 to District 8, full boundary description as follows:

Commencing at the west corporate limits and the centerline of Miller Road, thence easterly along the centerline of Miller Road to the intersection of the centerline of Winston Drive,

thence south/southwesterly along the centerline of Winston Drive to the intersection of the centerline of Chesterfield Drive, thence westerly along the centerline of Chesterfield Drive to the intersection of the centerline of Daval Drive, thence southerly along the centerline of Daval Drive to the intersection of the centerline of Chelmsford Drive, thence easterly along the centerline of Chelmsford Drive to the intersection of the centerline of Chelmsford, Winston, Oakview Drive, thence south/southwesterly along the centerline of Oakview Drive to the intersection of the centerline of Durwood Drive, thence southerly along the centerline of Durwood Drive to the centerline of the intersection of Norbury Drive, thence westerly along the centerline of Norbury Drive to the centerline of the intersection of Seymour Road, thence southerly along the centerline of Seymour Road to C.N.A.R.R. (formerly G.T.R.R.) right of way, thence southwesterly along C.N.A.R.R. right of way to the west corporate limits, thence northerly along the west corporate limits to the centerline of Miller Road, the point of beginning.

Precinct #2: Change in precinct boundaries to include “east on Applecreek Road, thence north on W. Roundhouse Road continuing on W. Roundhouse Road easterly and southerly also including S. Roundhouse Road to the east and Depot Road to the south, thence back west on Applecreek Road to Morrish Road”; change in County Commissioner from District 6 to District 8, full boundary description as follows:

Commencing at the centerline of Miller Road at the centerline of the intersection of Seymour Road, thence northerly approximately 3000 feet along the corporate centerline of Seymour Road to the intersect of the north westerly corporate limit, thence easterly approximately 3667 feet along the corporate limit to the intersect of the corporate limit, thence northerly approximately 1883 feet along the corporate limit to the centerline of the intersection of Bristol Road, thence easterly along the centerline of Bristol Road to the centerline of the intersection of Morrish Road, thence southerly along the centerline of Morrish Road, thence east on Applecreek Road, thence north on W. Roundhouse Road continuing on W. Roundhouse Road easterly and southerly also including S. Roundhouse Road to the east and Depot Road to the south, thence back west on Applecreek Road to Morrish Road, thence south on Morrish Road to the centerline of the intersection of Miller Road, thence westerly along the centerline of Miller Road to the centerline of the intersection of Fairchild Street, thence southerly along the centerline of Fairchild Street to the centerline of the intersection of Cappy Lane, thence westerly along the centerline of Cappy Lane to the centerline of the intersection of Don Shenk Drive, thence southwesterly along the centerline of Don Shenk Drive to the centerline of the intersection of Durwood Drive, thence northerly along the centerline of Durwood Drive to the centerline of the intersection of Oakview Drive, thence northeasterly along the centerline of Oakview Drive to the centerline of the intersection of Winston and Chelmsford, thence westerly along the centerline of Chelmsford to the centerline of the intersection of Daval Drive, thence northerly along the centerline of Daval Drive to the centerline of the intersection of Chesterfield Drive, thence easterly along the centerline of Chesterfield Drive to the centerline of the intersection of Winston Drive, thence northerly along the centerline of Winston Drive to the centerline of the intersection of Miller Road, thence westerly approximately 600 feet along the centerline of Miller Road to the centerline of the intersection of Seymour Road, the point of beginning.

Precinct #3: No change in precinct boundaries. Change in County Commissioner from District 6 to District 8, full boundary description as follows:

Commencing at the centerline of Seymour Road and the right of way of C.N.A.R.R. (formerly G.T.R.R.), thence northerly along the centerline of Seymour Road to the centerline of the intersection of Norbury Road, thence easterly along the centerline of Norbury Road to the centerline of the intersection of Durwood Drive, thence northerly along the centerline of Durwood Drive to the centerline of the intersection of Don Shenk Drive, thence northeasterly along the centerline of Don Shenk Drive to the centerline of the intersection of Cappy Lane, thence easterly along the centerline of Cappy Lane to the centerline of the intersection of Fairchild Street, thence northerly along the centerline of Fairchild Street to the centerline of the intersection of Miller Road, thence easterly along the centerline of Miller Road to the centerline of the intersection of Morrish Road, thence northerly approximately 917 feet along the

centerline of Morrish Road to the centerline of the intersection of Mary Street, thence easterly approximately 450 feet along the centerline of Mary Street to the centerline of the intersection of Frederick Street, thence southerly approximately 267 feet to the centerline of the intersection of Mason Street, thence easterly approximately 417 feet along the centerline of Mason Street to the centerline of the intersection of Springbrook Drive, thence southerly along the centerline of Springbrook Drive to the centerline of the intersection of Miller Road, thence northeasterly along the centerline of Miller Road to the centerline of the intersection of Elms Road, thence southerly along the centerline of Elms Road to the south corporate limits, thence southwesterly along the south corporate limits to the centerline of the intersect of Seymour Road and C.N.A.R.R. (formerly G.T.R.R.), the point of beginning.

Precinct #4: Change in precinct boundaries to exclude “east on Applecreek Road, thence north on W. Roundhouse Road continuing on W. Roundhouse Road easterly and southerly also including S. Roundhouse Road to the east and Depot Road to the south, thence back west on Applecreek Road to Morrish Road”, change in County Commissioner from District 6 to District 8, full boundary description as follows:

Commencing at the southeast corner of the intersection of Morrish and Bristol Roads, thence easterly along the centerline of Bristol Road to the intersect of the corporate limit, thence northerly along the corporate limit and lot #1 of Bristol Elms Park Subdivision to the northwest corner of Lot #1, thence easterly along corporate limit and lots 1,2,3,4,5,6,7 of Bristol Elms Park Subdivision approximately 617 feet, thence north approximately 1117 feet along corporate limit and lots 9,10,11,12,13,14,15,16,17,18,19 to the northwest corner of Lot 20 of Bristol Elms Park Subdivision, thence easterly along corporate limit and north lot line of Lot 20 of Bristol Elms Park Subdivision to the centerline of intersect of Elms Road, thence northerly approximately 1250 feet along the centerline of Elms Road to the intersect of the north most corporate limit, thence easterly along the north most corporate limit to the centerline of the intersect of Dye Road, thence south along the centerline of Dye Road to the south corporate limit, thence southwesterly along the south corporate limit to the centerline of the intersect of Elms Road, thence north along the centerline of Elms Road to the centerline of the intersection of Miller Road, thence southwesterly along the centerline of Miller Road to the centerline of the intersection of Springbrook Drive, thence northerly along the centerline of Springbrook Drive to the centerline of the intersection of Mason Drive, thence westerly approximately 417 feet to the centerline of the intersection of Frederick Street, thence north approximately 267 feet along the centerline of Frederick Street to the centerline of the intersection of Mary Street, thence west approximately 450 feet along the centerline of Mary Street to the centerline of the intersection of Morrish Road, thence north along the centerline of Morrish Road to Applecreek Road, thence east on Applecreek Road, thence north on W. Roundhouse Road continuing on W. Roundhouse Road easterly and southerly also including S. Roundhouse Road to the east and Depot Road to the south, thence back west on Applecreek Road to Morrish Road, thence north along the centerline of Morrish Road to the southeast corner of the intersection of Morrish and Bristol Roads, the point of beginning.

BE IT FURTHER RESOLVED the City Council hereby direct the staff to make any and all necessary publication and notification as may be required by statute, law, rule or ordinance and to place the plan on file with the City Clerk’s Office.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

I Move the City of Swartz Creek enter into an agreement with Clayton Township to provide fire protection services, term running through March 31, 2014, agreement attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Base Fire Agreement Worksheet

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

THIS AGREEMENT is made this ___ **day of January, 2012, ~~to be effective as of April 1, 2011,~~** by and between the City of Swartz Creek, a Michigan municipal corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”) and the Charter Township of Clayton (“Township”), a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 (“Township”).

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

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

(Note: The following recital was left out of the proposed agreement. It appears in the old (2009-2011) agreement. I added it back in as it explains the gap from the expiration date of April 1, 2011 through now)

WHEREAS, the current agreement between the City and the Township expired on March 31, 2011, but both the City and the Township have continued to provide fire protection services under the terms of that agreement and pursuant to Section No. 16, while this new agreement was being developed; and

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

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

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

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

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

RECITAL CHANGES: _____

1. Establishment of Authority.

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

2. Name.

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

3. Governance of Authority.

- A. The Authority shall be governed by a board consisting of seven (7) members (“Board”) who shall be appointed as follows:
 - 1) Three (3) members shall be appointed by the City, one of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City office.
 - 2) Three (3) members shall be appointed by the Township, one of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township office.
 - 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the first such appointment. Such member shall be appointed as and be designated as the “at-large” member. The at-large

member shall be appointed for a term of one year commencing on April 1 of each year and at the completion of said term the appropriate appointing authority shall designate its appointee as the at-large member.

- 4) Except as provided in subparagraph (5), below, no active Swartz Creek Area Fire Authority firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
 - 5) The Fire Chief shall be an ex-officio member of the Board, but shall have no right to vote on matters coming before the Board.
 - 6) Each of the appointees, including the at-large member, shall hold office until their replacement is appointed as provided herein.
 - 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.
- B. The Authority shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this agreement, such power as may be required for the faithful performance of its duties.
- C. **(Note: This proposed section has been changed from the 2009-2011 agreement, reason unknown)** The Authority shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed by the Swartz Creek Area Fire Authority and who shall serve at the pleasure of the Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The appointment or termination of the Fire Chief by the Board may be overruled by a majority vote of both the township board and the city council, but such votes must occur within ~~thirty (30)~~ **sixty (60)** days. The Fire Chief shall be responsible for hiring, managing and firing all personnel of the Authority, none of whom shall be full time employees. The Fire Chief's authority to hire employees is limited to a fixed number of employees as determined at the time that the budget is adopted.
- C. **(Note: This is the language that was in the 2009-2011 agreement)** C. The Authority shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the township board and the city council and who shall serve at the pleasure of the Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The termination of the Fire Chief by the Board may be overruled by a majority vote of both the township board and the city council, but such votes must occur within ~~thirty (30)~~ **sixty (60)** days of the termination. The Fire Chief shall be responsible for hiring, managing and firing all personnel of the Authority, none of whom shall be full time employees. The Fire Chief's authority to hire employees is limited to a fixed number of employees as determined at the time that the budget is adopted. No member of the Township Board or the City Council shall be eligible for appointment to, or to serve in, a position as either a full or part time firefighter, whether paid, on call or volunteer.

SECTION "3-C" CHANGES:

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

4. Bylaws.

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

5. Fire Halls.

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the Authority for its use during the effective period of this Agreement.
- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the Authority for its use during the effective period of this Agreement:
- C. Such use shall be subject to the following:
 - 1) The City and Township shall each retain ownership of or lease rights to the fire halls so designated and the Authority shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township, unless authority for such other use or activity is obtained in writing, email acceptable, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).
 - 2) The Authority shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.
 - 3) **(Note: This language is different than what was in 2009-2011 agreement. It appears to eliminate section #3, which provides that the Fire Department pays for routine maintenance and repairs. The Fire Department has long asked that the cost of maintenance and repairs be shifted to the Township and the City. The City is agreeable to this, however, the budget would have to be reduced to reflect utilities and the like that the Fire Department currently pays for. We either need additional conversation on this, or we**

need to go back to the language in the 2009-2011 agreement). No additions and/or alternations to said fire halls may be made by the Authority without the express prior written approval of the governmental unit owning said structure; provided, however, that upon termination of this Agreement such additions and/or improvements shall become the property of the governmental unit owning the structure.

(Here are sections 3 & 4 of the old (2009-2011) agreement:

- 3) The Authority shall be responsible for maintenance and repairs for the designated fire halls during the effective period of this Agreement.
- 4) Except for maintenance and repairs, no additions and/or alternations to said fire halls may be made by the Authority without the express prior written approval of the governmental unit owning said structure; provided, however, that upon termination of this Agreement such additions and/or improvements shall become the property of the governmental unit owning the structure.

SECTION “5-C, 3 & 4” CHANGES: _____

6. Township Mini Pumper.

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

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

7. City Mini Pumper.

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

- A. The Authority shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the City being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the City.

- C. Upon dissolution of the Authority, said vehicle shall be returned to the City and/or the City shall have the right to summary repossession of said vehicle. The Authority shall have no control whatsoever over said vehicle upon dissolution of the Authority.

8. Authority Assets.

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

9. Additional Assets.

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

10. Insurance.

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

11. Services to Other Governmental Units.

The Authority shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered. Any Automatic Mutual Aid (AMA) agreements in place, prior to

this agreement, shall remain in place, until such time as either the City of the Township formally request termination of any specific AMA.

12. Books and Records; Annual Audit.

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

13. Fiscal Year; Budget.

- A. The fiscal year of the Authority shall be from January 1 through December 31.
- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the Authority Board no later than October 1.
- C. The Authority Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the Authority for its use. Once the final budget is approved, such sums as each party are required to contribute shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. ***(Suggested changes by the Township. City agrees):*** The Authority shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the City and Township, ~~to amend line item expenditures, so long as the total budget is not exceeded.~~ ***to amend line item expenditures by an amount not to exceed ten percent (10%) of the amount provided for the subject line item in the final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line item budget amendments exceeding ten percent (10%) singularly or cumulatively in a single fiscal year shall require approval of both the City and Township.***

SECTION "13-E" CHANGES: _____

- F. The Authority shall not exceed the budget as approved by the City and Township without express prior approval by both the City and Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense.

14. Capital Improvement Fund.

(Note: Reflects changes requested by the Township. The City opposes the changes that allow a single entity to remove their half of the funds. Methodology is it creates incentive to save and provides some money towards CIP purchases. If the Township is adamant, then the City suggests the elimination and dissolution of the CIP fund entirely) Pursuant to the Swartz Creek Area Fire Department Evaluation, adopted in January 2008 by the City and the Township, a Capital Improvement Program Fund (CIPF) is hereby established. The budget for the CIPF shall be established annually in the same manner and at the same time as the annual operating budget. The City and the Township shall determine an amount to be contributed to the CIPF, said contribution to be appropriated each year at the same time as the annual appropriation for operation of the Authority is made at the beginning of each unit's fiscal year. CIP Funds contributed by the City and the Township shall be held and independently accounted for by the Authority and shall be invested in an interest bearing account. The Authority shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, M.C.L. 129.91) The Authority may not use or expend any funds in the CIPF without the prior approval by a majority vote of both the township board and the city council. The City and the Township, by a mutual agreement of the majority of each governing boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF. ***Each unit of government, by resolution and notification to the other municipality, may withdraw their contributed funds from the CIPF, based on financial justification.***

(Language from old (2009-2011) agreement):

14. Capital Improvement Fund.

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

the Township, by a mutual agreement of the majority of each governing boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF.

SECTION "14" CHANGES: _____

15. Costs of Fire Runs; Labor Costs.

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by paragraph 13 hereof. The City and the Township, as suggested in the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. Effective Date; Term; Expiration of Term.

The effective date of this agreement is **January _____, 2012**. The term of this Agreement shall be a period of two years from and after said date; ~~i.e.,~~ through March 31, **2014**. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 16, below, are completed.

17. Termination.

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

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

18. Negotiated Assignment.

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

19. Notices.

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

If to the City:

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

If to the Township:

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

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

20. Severability.

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

21. Entire agreement.

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

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

(Signature Page to Follow)

TOWNSHIP OF CLAYTON

Dated: _____, 2011

By: _____
Brian Sepanak, Supervisor

Dated: _____, 2011

By: _____
Dennis Milem, Township Clerk

CITY OF SWARTZ CREEK

Dated: _____, 2011

By: _____
Richard Abrams, Mayor

Dated: _____, 2011

By: _____
Juanita Aguilar, City Clerk

End Base Fire Agreement Worksheet

Resolution No. 120109-8D

**MARATHON REDEVELOPMENT PROJECT, SET
SPECIAL COUNCIL MEETING**

Motion by Councilmember: _____

I Move the City of Swartz Creek set a Special Council Meeting, to be held on _____, January _____, 2012 at _____ PM, for the purpose of reviewing applicant RFP submittals for the Marathon Redevelop Project, to hear candidate presentations and staff review and comments relative to the project.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120109-8E

ENDORSEMENT, ELMS PARK RENOVATION & REPAIR PROJECT

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the concept of the Elms Park Renovation and Repair Project and authorize and direct the Park Board to work with the staff and the Kiwanis Organization to develop a plan, pursue funding, fundraising, and seek volunteer commitments, and further, direct the staff to create any necessary accounts to track donated funds in its financial accounting system.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120109-8F

ANNUAL MML MEMBERSHIP, DUES

Motion by Councilmember: _____

I Move the City of Swartz Creek continue its participation and membership in the Michigan Municipal League, and further, authorize payment the annual membership dues in the amount of \$2,831.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday December 12, 2011 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 12/12/2011

The meeting was called to order at 7:00 p.m. by Mayor Abrams in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, Police Chief Rick Clolinger.

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

Mayor Abrams announced that former City Clerk Carol Arvoy passed away. Mr. Abrams also announced that December marks the tenth anniversary of the dedication of City Hall.

APPROVAL OF MINUTES

Resolution No. 111212-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held December 5, 2011, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 111212-02

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of December 12, 2011, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 111212-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of December 12, 2011, to be circulated and placed on file.

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

Discussion Took Place.

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

MEETING OPENED TO THE PUBLIC:

Jim Florence, 4296 Springbrook, announced the 30th anniversary of the Senior Center on March 9, 2012.

COUNCIL BUSINESS:

Bid Award & Appropriation, Purchase Police Vehicle

Resolution No. 111212-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek Purchasing Ordinance encourages the use of cooperative extended purchasing programs, and;

WHEREAS, the City of Swartz Creek desires to purchase one 2012 Dodge Charger police package vehicle and by virtue of the size of the City, we cannot purchase such vehicles in a sufficient quantity to allow for a maximum discounted price, and;

WHEREAS, the County of Macomb has an extended cooperative purchasing program that is open for use by any governmental agency and has let for bid for the specified

vehicle under their purchasing number 12-07, said bid awarded to Slingerland Chrysler – Dodge, 3640 East M-21, Corunna Michigan, base price of \$21,132, and;

WHEREAS, with options and delivery, the total cost of the vehicle is \$21,385.

NOW, THEREFORE, BE IT RESOLVED, that the City of Swartz Creek recognize Macomb County’s Extended Purchasing Program and accept the bid award of Slingerland Chrysler – Dodge, 3640 East M-21, Corunna Michigan and appropriate an amount not to exceed \$21,385 for the purchase of a 2012 Dodge Charger Police Package Vehicle, funds to be appropriated from 661 Motor Pool.

Discussion Ensued.

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

Police Bicycle Giveaway Program

Resolution No. 111212-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek authorize the donation of the following confiscated-recovered bicycles for underprivileged youths, in conjunction with a program between the Police Department and area retailers:

Model	Type	Serial Number
Hard Rock	14 speed	SN#POHD03518
Roadmaster	20 speed	SN#SNFSD06JL4892
Redline	dirt bike	SN#HP1239953
Kent	20 inch	SN#T020195598
Huffy	15 speed	SN#9068414H58
Next	20 inch	SN#YYTD
Huffy	dirt bike	SN#K03109
Huffy	dirt bike	SN#K0431G01D

Discussion Ensued.

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

Bear Creek Agreement

(Discussion Topic)

City Manager Bueche gave a brief update on the status of the Bear Creek Agreement.

MEETING OPENED TO THE PUBLIC:

Boots Abrams wished everyone a Merry Christmas and Happy New Year and thanked the staff for doing a wonderful job.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath thanked Councilmember Shumaker’s wife for the bag of goodies that councilmembers received.

Councilmember Shumaker spoke about the special assessments.

Councilmember Hicks wished everyone a Merry Christmas and reminded everyone that Wednesday, December 14th, the Park Board is meeting to discuss the proposed renovations on the park.

Councilmember Binder wished everyone a Merry Christmas and a Happy New Year.

Councilmember Hurt asked if a resolution on the Marathon property would be reached in January. City Manager Bueche advised that he was fairly certain of it. Mr. Hurt wished everyone a safe, warm and peaceful holiday.

Mayor Pro-Tem Krueger questioned if Meijer was to begin construction in January or February. He was advised that there was a strong likelihood that construction would begin in the Spring when weather permits. Mr. Krueger wished everyone a Merry Christmas and Happy New Year.

Mayor Abrams extended best wishes to the Arvoy family for their loss.

Adjournment

Resolution No. 111212-06

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Shumaker

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 7:48 p.m.

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

DPS ACTIVITY - DECEMBER 2011

	<u>REG</u>	<u>HOL</u>	<u>VAC</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	1.00	0.67	0.33	1.33		
783.0 ELMS PARK	33.00		2.74	2.03		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	18.00	2.17	0.85	2.62		
792.0 P S BLDG	7.00	0.92	0.80	1.83		
793.0 CITY HALL	2.75	0.52	0.29	0.84		
794.0 COMM PROMO	79.00	19.39	3.36	10.02	4.00	
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE	1.00	0.67		1.33		
463.0 STREET MAIN	8.00		1.43	0.22		
474.0 TRAFFIC						
478.0 SNOW & ICE	13.00	2.00	0.81	0.05	9.00	
482.0 ADMIN	3.30	0.44	0.66			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	50.00	2.67	4.63	7.67		
474.0 TRAFFIC	2.00			0.32		
478.0 SNOW & ICE	10.00	1.75	0.34	0.02		
482.0 ADMIN	3.30	0.44	0.66			
226 GARBAGE FUND						
528.0 COLLECT	9.00	2.33	0.67	3.14		
530.0 WOODCHIPPING	6.00	0.80	1.20			
782.0 WINSHALL PARK GARBAGE	1.00	0.25				
783.0 ELMS PARK GARBAGE	2.00	0.50				
793.0 CITY HALL	2.75	0.52	0.29	0.84		
590 WATER						
540.0 WATER SYSTEM	68.70	11.16	12.68	4.06	2.00	
540.0 WATER-ON CALL	4.00			0.63		
542.0 READ & BILL	27.00	2.05	1.80	2.42		
793.0 CITY HALL	2.75	0.52	0.29	0.84		
591 SEWER						
536.0 SEWER SYSTEM	61.70	8.16	11.26	0.19		
536.0 SEWER-ON CALL	4.00			0.63		
537.0 LIFT STATION	12.00	1.50	0.63	0.19		
542.0 READ & BILL	27.00	2.05	1.80	2.42		
793.0 CITY HALL	2.75	0.52	0.29	0.84		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	26.00	2.00	3.19	0.52		
DAILY HOURS TOTAL	488.00	64.00	51.00	45.00	15.00	0.00

Public Works
Monthly Work Orders
01/05/12

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
FLAG11-0064 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/07/11 12/08/11	LOWER/RAISE FLAG
FLAG11-0065	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/09/11	LOWER/RAISE FLAG
FLAG11-0066 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/12/11 12/12/11	LOWER/RAISE FLAG
FLAG11-0067 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/13/11 12/13/11	LOWER/RAISE FLAG
FNRD11-0366 COMPLETED	CC10-007415-0000-01	PANCHECK, ALVERSA 7415 CROSSCREEK DR	12/01/11 12/01/11	FINAL READ
FNRD11-0367 COMPLETED	DO10-005278-0000-01	ANTHONY, JASEN 5278 DON SHENK DR	12/01/11 12/01/11	FINAL READ
FNRD11-0368 COMPLETED	WI20-005051-0000-05	FEDERAL HOME LOAN 5051 WINSTON DR	12/09/11 12/09/11	FINAL READ
FNRD11-0369 COMPLETED	AS10-000117-0000-03	FISHER, DONNA 117 ASHLEY CIR	12/09/11 12/09/11	FINAL READ
FNRD11-0370 COMPLETED	KI10-000012-0000-04	WALKER, PHILLIP 12 KINGSLEY DR	12/09/11 12/09/11	FINAL READ
FNRD11-0371 COMPLETED	GR10-005180-0000-03	LONG, VICKI 5180 GREENLEAF DR	12/27/11 12/27/11	FINAL READ
GWO11-0207	CB10-003452-0000-01	ALEXANDER, TONY 3452 CAMBRIDGE	12/01/11	GENERIC WORK ORDE
GWO11-0208 COMPLETED	BR10-005075-00B6-01	JANICE SINGH, KINCAID MANOR 5075 BRADY # B6 AVE	12/20/11 12/20/11	GENERIC WORK ORDE
MTRP11-0336 CANCELLED	BI10-005175-0000-03	TOP PROPERTY SERVICES 5175 BIRCHCREST DR	12/01/11 11/30/11	METER REPAIR
MTRP11-0337 COMPLETED	MI10-007493-0000-05	DEJOURNETT, BILL 7493 MILLER RD	12/22/11 12/22/11	METER REPAIR
READ11-0208 COMPLETED	BR30-000162-0000-01	SIMPSON, ROBERT 162 BROOKFIELD DR	12/20/11 12/20/11	READ METER
READ11-0209 COMPLETED	CR10-008083-0000-02	MASON, CHARITY 8083 CRAPO ST	12/20/11 12/20/11	READ METER
READ11-0210 COMPLETED	DU10-005290-0000-01	DAVIS, MARK R 5290 DURWOOD DR	12/20/11 12/20/11	READ METER
READ11-0211 COMPLETED	DU10-005352-0000-02	BANKWITZ, REBECCA 5352 DURWOOD DR	12/20/11 12/20/11	READ METER
READ11-0212 COMPLETED	JE10-004084-0000-01	SHUMAKER, MICHAEL 4084 JENNIE LN	12/20/11 12/20/11	READ METER
READ11-0213 COMPLETED	LI10-004265-0000-01	SCHURMAN, THERESA 4265 LINDSEY DR	12/20/11 12/21/11	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
READ11-0214 COMPLETED	MI10-007323-0000-01	RYBARCZYK, ERNEST 7323 MILLER RD	12/20/11 12/21/11	READ METER
READ11-0215 COMPLETED	MO10-004290-0000-01	ACQUIS INC, SPORTS CREEK 4290 MORRISH RD	12/20/11 12/20/11	READ METER
READ11-0216 COMPLETED	MY10-004306-0000-01	SALE, DAVID 4306 MAYA LN	12/20/11 12/21/11	READ METER
READ11-0217 COMPLETED	WO10-005176-0000-01	TRELOAR, SANDRA 5176 WORCHESTER DR	12/20/11 12/21/11	READ METER
READ11-0218 COMPLETED	NO10-009138-0000-02	MAY, CURTIS 9138 NORBURY DR	12/20/11 12/21/11	READ METER
READ11-0219 COMPLETED	DU10-005338-0000-02	WEDDEL, LEEALAN 5338 DURWOOD DR	12/20/11 12/21/11	READ METER
READ11-0220 COMPLETED	MI10-007493-0000-05	DEJOURNETT, BILL 7493 MILLER RD	12/20/11 12/21/11	READ METER
READ11-0221 COMPLETED	BR20-007133-0000-04	WRIGHT, KIMBERLY 7133 BRISTOL RD	12/20/11 12/21/11	READ METER
READ11-0222 COMPLETED	EL10-004315-0000-02	FAMILY FARM & HOME 4315 ELMS RD	12/20/11 12/21/11	READ METER
READ11-0223	EL10-003259-0000-01	ELMS ELEMENTARY 3259 ELMS RD	12/21/11	READ METER
READ11-0224	EL10-004072-0000-04	ALDRICH, FRED 4072 ELMS RD	12/21/11	READ METER
SIGN11-0004 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/12/11 12/12/11	CHECK TRAFFIC SIG
SWR11-0030 COMPLETED	GR10-005291-0000-01	HOXSEY, GILES 5291 GREENLEAF DR	12/06/11 12/05/11	SEWER DRAIN PROBL
WOFF11-0601 COMPLETED	SE20-005218-0000-01	WRIGGLESWORTH, PAUL 5218 SEYMOUR RD	12/01/11 12/01/11	WATER TURN OFF
WOFF11-0613 COMPLETED	EL10-003493-0000-02	SPALDING, MICHELLE 3493 ELMS RD	12/06/11 12/06/11	WATER TURN OFF
WOFF11-0614	JE10-004194-0000-05	THOMPSON, SHANNON 4194 JENNIE LN	12/06/11	WATER TURN OFF
WOFF11-0615 COMPLETED	MI10-005454-0000-01	JOHNSON, SHANE 5454 MILLER RD	12/06/11 12/06/11	WATER TURN OFF
WOFF11-0616 COMPLETED	MI10-007029-0000-04	DANIELS, MICHAEL 7029 MILLER RD	12/06/11 12/08/11	WATER TURN OFF
WOFF11-0617 CANCELLED	MO10-004264-0000-11	OREFICE, ANTHONY 4264 MORRISH RD	12/06/11 12/07/11	WATER TURN OFF
WOFF11-0619 COMPLETED	SE10-005021-0000-01	SMITH, JEFFREY 5021 SECOND ST	12/20/11 12/20/11	WATER TURN OFF
WTON11-0426 COMPLETED	BR20-007074-0000-05	DILLINGHAM, KIM 7074 BRISTOL RD	12/09/11 12/09/11	WATER TURN ON
WTON11-0427	EL10-003493-0000-02	SPALDING, MICHELLE	12/06/11	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		3493 ELMS RD	12/06/11	
WTON11-0428	MI10-005454-0000-01	JOHNSON, SHANE	12/06/11	WATER TURN ON
COMPLETED		5454 MILLER RD	12/06/11	
WTON11-0429	MI10-007029-0000-04	DANIELS, MICHAEL	12/08/11	WATER TURN ON
COMPLETED		7029 MILLER RD	12/08/11	

Total Records: 44

December 2011	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#1 P/U 4WD					
#3 P/U 4WD	196		20		
07-03 P/U 4WD	282				37
09-03 P/U 4WD	358				29
#2 P/U 2WD	232		43		
#6-00 BACKHOE					
#9 DUMP					
#10 DUMP					
#11 DUMP	28				
#12-02 DUMP	161				49
#12-04 DUMP	165				
#12-99 GENERATOR					
#9-02 BRUSH HOG					
#17 CASE BACKHOE					
#19 JD TRACTOR					
#06-99 BUCKET TRUCK	13		10		
#21 WOOD CHIPPER					
#807 STREET SWEEPER					
#42 ASPHALT HEATER					4
#37 TRAIL ARROW					
#10-98 3" PUMP					
#28A 3" PUMP					
3" PUMP					
#30 4" PUMP					
#31 4" PUMP					
#32 4" PUMP					
1" PUMP					
S-10					
TOTAL	1435		73		119

01/05/2012

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 12/01/2011 - 12/31/2011

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
12/01/2011	35517	ACE ASPHALT & PAVING CO INC	COLD PATCH	580.65
12/01/2011	35518	AGROSCAPING INC.	SPRINKLER WINTERIZATION/VETS MEMORIAL	55.00
12/01/2011	35519	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	79.73
			MATS, SUPPLIES	27.50
			UNIFORMS, MATS, SUPPLIES, ENV.	79.13
			MATS, SUPPLIES	27.50
				213.86
12/01/2011	35520	BATTERY OPERATED CANDLES	WHOLESALE TEA LIGHT CANDLES 144 WITH BAT	206.85
12/01/2011	35521	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT 11/27/11-2/27/12	232.68
12/01/2011	35522	C & H CONSTRUCTION CO INC	LOCATE WATER BOX/CEDAR CREEK	700.00
			STORM SEWER REPAIR/5352 GREENLEAF	2,931.00
			STORM SEWER REPAIR/7459 MILLER RD	1,708.50
				5,339.50
12/01/2011	35523	CITY OF SWARTZ CREEK	REIMB PETTY CASH	161.10
12/01/2011	35524	COMCAST BUSINESS	12/1-12/31/11 PUBLIC SAFETY BLDG	140.38
			11/1-11/30/11 PUBLIC SAFETY BLDG	139.85
				280.23
12/01/2011	35525	COMCAST BUSINESS	11/26-12/25/11 CITY HALL	268.80
12/01/2011	35526	DELTA VISION	DEC 2011 VISION - RETIREES (4)	22.24
			CORRECT SEPT. BILLING DESHANO	(8.43)
				13.81
12/01/2011	35527	DONALD KORTH	TROUBLESHOOT LEIN/POWER OUTAGE	75.00

12/01/2011	35528	GCGC	DEC MTG AGUILAR/KORTH	40.00
12/01/2011	35529	GEN CTY METROPOLITAN ALLIANCE	2012 MEMB DUES KRUEGER/SCHULTZ	125.00
12/01/2011	35530	GENESEE COUNTY	PRINT 2011 WINTER BILLS TAX ROLL	109.07
12/01/2011	35531	GENESEE CTY DRAIN COMMISSIONER	4206 BIRCH LN WATER TAP VALLEY RDG CONST	1,000.00
12/01/2011	35532	GENESEE CTY DRAIN COMMISSIONER	SEWER AUG-OCT 2011	140,456.64
12/01/2011	35533	GENESEE CTY DRAIN COMMISSIONER	OCT 2011 COMM/READY TO SERVE	73,740.58
12/01/2011	35534	GENESEE CTY DRAIN COMMISSIONER	SAFE DRINKING WATER ACT ANNUAL FEE 2011	2,246.37
12/01/2011	35535	JOHNS TRUCK SERVICE	OIL & FUEL FILTERS/15W30 OIL/MISC PARTS	313.69
12/01/2011	35536	KLEE MFG & DIST	FLAGS (11)	465.00
12/01/2011	35537	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2011-OCT 31, 20	2,233.33
12/01/2011	35538	MASON BURGESS TITLE AGENCY	UB REFUND 5255 OAKVIEW	6.71
12/01/2011	35539	MICHAEL R SHUMAKER	AUG-NOV 2011 RETIREE HEALTH CARE REIMB	876.00
12/01/2011	35540	MICHIGAN PIPE AND VALVE	CATCH BASIN MAINTENANCE	509.34
12/01/2011	35541	NELSON HYDRAULIC SERVICE, INC.	NEW ROD AND BARREL FOR CYLINDER	816.29
12/01/2011	35542	PITNEY BOWES INC.	RENTAL CHARGES 8/30-11/30/11	150.00
12/01/2011	35543	PLANTE & MORAN PLLC	FY2011 AUDIT SERVICES	5,560.00
12/01/2011	35544	PURCHASE POWER	POSTAGE/REFILL TRANS FEE	1,122.99
12/01/2011	35545	ROWE PROFESSIONAL SERVICES CO	PREP LGL DESC STRTS/PONDS SPRNGBRK HRTG	1,913.75
12/01/2011	35546	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	230.04
			OFFICE SUPPLIES	259.18
			RETURN KEY TAGS	(5.99)
			CREDIT FOR INVOICE #053630I	(25.00)
				458.23
12/01/2011	35547	SUBURBAN AUTO SUPPLY	14" CABLE TIES	23.09
12/01/2011	35548	SWARTZ CREEK AREA FIRE DEPT.	OCT. 2011 MONTHLY RUNS	4,096.87
12/01/2011	35549	THOMAS SVRCEK	REIMB X-MAS LIGHTS (18)/LIGHTS 3	65.21
12/01/2011	35550	U. S. POST OFFICE	FIRST CLASS PRESORT/FEE FOR RENEWAL	190.00
12/08/2011	35551	ADAM H ZETTEL	CONSULTING SERVICES	991.25
12/08/2011	35552	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	79.13
			MATS, SUPPLIES	27.50
				106.63
12/08/2011	35553	BETTY SHANNON	SUPP INS PER CONTRACT OCT-DEC 2011 75/MO	225.00
12/08/2011	35554	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGRMNT 11/15-12/15/11	53.24
12/08/2011	35555	CENTRAL MICH ASSOC CHIEFS OF POLICE	CMCPA - 2012 MEMBERSHIP DUES	20.00

12/08/2011	35556	CHIEF SUPPLY CORPORATION	FLARES (36)/FIRST AID KIT FOR CARS (2)	166.25
12/08/2011	35557	CITY OF SWARTZ CREEK	REIMB PETTY CASH	89.96
12/08/2011	35558	DONALD KORTH	UPDATE EJS/DDP/RESOLVE LEIN ISSUE	75.00
12/08/2011	35559	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	95.99
12/08/2011	35560	FAMILY FARM AND HOME INC	CLAMPS FOR DOWNTOWN LIGHT POLES	27.86
			SPRAY NOZZLE	11.99
				39.85
12/08/2011	35561	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES	10,862.72
12/08/2011	35562	GILL ROYS HARDWARE	TAPE/SCRAPER	9.48
			TRASH BAGS	15.99
			WINDOW BRUSH/KRAZY GLUE	17.58
			MR CLEAN CLEANSER	3.79
			FLUSH VALVE	12.69
			FLUSH VALVE	16.99
			AIR FILTER/PLEAT M6 FILTER	29.70
			CABLE TIES 11 INCH 100 PC	6.99
			100 MINI CLEAR LIGHTSET	29.28
			SAFETY HOOKS (4)	12.76
			25 CT PW LED LIGHTS	14.99
			25 CT LED LIGHTS	14.99
			TRASH BAGS	15.99
			RETURN LIGHT SETS (6)	(29.28)
			POWER STRIP/EXT CORD FOR XMAS LIGHTS	24.97
			GFCI OUTLET/NUTS, BOLTS, SCREWS	20.37
			8 PACK AAA BATTERIES	7.99
			DRILL BIT/NUTS, BOLTS, SCREWS	6.03
			BROWN EXT. CORDS	13.77
			AAA BATTERIES 8 PK	7.99
			MAILBOX AND POST	31.07
			NOVEMBER 2011 DISCOUNT	(26.09)
				258.04
12/08/2011	35563	GRAFF FINANCIAL LLC	SHOCK ABSORBER	204.16
12/08/2011	35564	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	300.00
12/08/2011	35565	JOHNS TRUCK SERVICE	REPAIR 2002 GMC	2,108.32

12/08/2011	35566	LEON BUNING	ELEC INSP OCT-NOV 2011	175.00
12/08/2011	35567	MEDLAW LLC	BLOOD DRAW GRANTHAM 11-738	90.00
12/08/2011	35568	MICHAEL R SHUMAKER	SMALL CITIES MTG 9/7/11 & 10/5/11	28.99
12/08/2011	35569	MID MICHIGAN MANUFACTURING	UNPLUG SEWER LINE 5278 WORCHESTER	475.00
12/08/2011	35570	NICK PAUL	GAS FOR 05-275 K-9 13.098 GAL	44.00
12/08/2011	35571	PRINTING SYSTEMS	W-2/1099-MISC/W3/1096 2011	93.20
12/08/2011	35572	PUMMELL BUSINESS FORMS INC	WATER BILLS 10,000	449.42
12/08/2011	35573	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY12	19,949.44
12/08/2011	35574	SIGNS BY CRANNIE INC.	RELAMPED BURNT WIRING ON SIGN	167.50
12/08/2011	35575	STATE OF MICHIGAN DEPT TRANS	LOCAL PROG BILL 3 MILLER (ELMS-TALLMADGE	13,313.62
12/08/2011	35576	VALLEY PETROLEUM	TAX OVERPAYMENT 58-01-502-109	4.34
12/08/2011	35577	VALLEY PETROLEUM	11/16-11/30/11 FUEL USAGE - POLICE	801.76
12/08/2011	35578	VALLEY PETROLEUM	11/16-11/30/11 FUEL USAGE - DPW	440.99
12/08/2011	35579	VILLAGE CLEANERS	OCT 2011 UNIFORM CLEANING	192.50
12/08/2011	35580	WELLS FARGO	UB refund for account: 0000105300	42.91
12/15/2011	35581	AMERICAN MESSAGING	12/15/11-1/14/12 833-2563/833-1159	22.31
12/15/2011	35582	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	92.08
			MATS, SUPPLIES	27.38
				119.46
12/15/2011	35583	CONSUMERS ENERGY	11/2-12/5/11 A 4125 ELMS RD PAVILION	19.34
12/15/2011	35584	CONSUMERS ENERGY	11/1-11/30/11 4524 MORRISH RD	45.92
12/15/2011	35585	CONSUMERS ENERGY	11/1-12/3/11 E 5121 MORRISH RD	471.00
12/15/2011	35586	CONSUMERS ENERGY	10-29-12/2/11 A 5257 WINSHALL DR	17.20
12/15/2011	35587	CONSUMERS ENERGY	10-29-12/2/11 A 5361 WINSHALL DR	17.20
12/15/2011	35588	CONSUMERS ENERGY	10/29-12/2/11 A WINSHALL RESTROOMS	20.17
12/15/2011	35589	CONSUMERS ENERGY	11/4-12/5/11 S 6425 MILLER PARK AND RIDE	74.61
12/15/2011	35590	CONSUMERS ENERGY	11/1-12/5/11 A 8011 MILLER RD	21.72
12/15/2011	35591	CONSUMERS ENERGY	10-29-12/2/11 A 5059 FORTINO DR	48.91
12/15/2011	35592	CONSUMERS ENERGY	10-29-12/2/11 A 8083 CIVIC DR	762.16
12/15/2011	35593	CONSUMERS ENERGY	10-29-12/2/11 A 8095 CIVIC DR	954.22
12/15/2011	35594	CONSUMERS ENERGY	10-29-12/2/11 A 8100 CIVIC DR	1,153.35
12/15/2011	35595	CONSUMERS ENERGY	10-29-12/2/11 E 8301 CAPPY LN	301.02
12/15/2011	35596	CONSUMERS ENERGY	10/29-12/2/11 A 8499 MILLER RD	19.11
12/15/2011	35597	CONSUMERS ENERGY	10/29-12/1/11 A 9099 MILLER RD	28.60
12/15/2011	35598	CONSUMERS ENERGY	11/1-11/30/11 ELMS PARKING LOT	30.95
12/15/2011	35599	CONSUMERS ENERGY	11/1-11/30/11 STREET LIGHTS	10,666.91
12/15/2011	35600	CONSUMERS ENERGY	11/1-11/30/11 SIRENS	26.73

12/15/2011	35601	CONSUMERS ENERGY	11/1-11/30/11 TRAFFIC LIGHTS	395.85
12/15/2011	35602	DAVID KRUEGER	SMALL CITIES MTG/DINNER 12/7/11	9.00
12/15/2011	35603	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,699.50
12/15/2011	35604	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
12/15/2011	35605	GOV'T FINANCE OFFICERS ASSOC.	ANNUAL GAAP UPDATE ON 11-3-11 DESKTOP-ON	180.00
12/15/2011	35606	NEXTEL COMMUNICATIONS	NOV 2011 MONTHLY BILLING	476.02
12/15/2011	35607	RICHARD ABRAMS	DINNER/MILEAGE SMALL CITIES MTG 12/7/11	37.64
12/15/2011	35608	SIMEN FIGURA & PARKER PLC	NOV 2011 GEN'L/TRAFFIC/ORDIN	4,341.25
12/22/2011	35609	67TH DISTRICT COURT	BOND FOR MICHAEL W O'LEARY	100.00
12/22/2011	35610	ACE ASPHALT & PAVING CO INC	COLD PATCH	1,058.40
12/22/2011	35611	AMERAPLAN INC	JAN 2012 MONTHLY BILLING FOR HEALTH CARE	254.25
12/22/2011	35612	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.38
			UNIFORMS, MATS, SUPPLIES, ENV.	79.37
				106.75
12/22/2011	35613	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT 12/15/11-1/15/12	53.24
12/22/2011	35614	C & M WIRE ROPE & SUPPLY CO	LM GRN VESTS (15)/GAS CAN (2)/CAUTN TAPE	193.65
12/22/2011	35615	COMCAST BUSINESS	12/26/11-1/25/11 CITY HALL	275.80
12/22/2011	35616	DELTA DENTAL PLAN	JAN 2012 DENTAL - RETIREES (4)/EST TAX	283.93
12/22/2011	35617	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,788.10
12/22/2011	35618	GEN CTY ROAD COMMISSION	NOV. 2011 S-MTCE & OPERATIONS	889.56
12/22/2011	35619	GENESEE CTY DRAIN COMMISSIONER	4206 BIRCH LANE SEWER TAP	1,000.00
12/22/2011	35620	GENESEE CTY DRAIN COMMISSIONER	NOV. 2011 COMM/READY TO SERVE	67,914.12
12/22/2011	35621	JOHNS TRUCK SERVICE	REPLACE PLOW HEADLAMP/STROBE LIGHTS	203.39
12/22/2011	35622	KENDALL PRINTING	ACTIVITY LOGS (500)	67.50
12/22/2011	35623	KETZLERS FLORIST	FLOWERS/CAROL ARVOY DEATH	80.00
12/22/2011	35624	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2011-OCT 31, 20	2,233.33
12/22/2011	35625	SCHAEFER'S OFFICE SOURCE	PAPER TOWELS/BATH TISSUE	83.31
12/22/2011	35626	SUBURBAN AUTO SUPPLY	HYDROLIC FITTING	7.89
12/22/2011	35627	SWARTZ CREEK AREA FIRE DEPT.	OPER & EQUIP BUDGET 1/1/12-6/30/12	51,248.50
			NOV. 2011 MONTHLY RUNS	1,691.28
				52,939.78
12/22/2011	35628	UNUM LIFE INSURANCE	JAN 2012 LIFE INS SHANNON/SNELL	12.05
12/22/2011	35629	VALLEY PETROLEUM	12/1-12/15/11 FUEL USAGE - POLICE	922.88
12/22/2011	35630	VALLEY PETROLEUM	12/1-12/15/11 FUEL USAGE - DPW	301.41

12/22/2011	35631	VILLAGE CLEANERS	NOV. 2011 UNIFORM CLEANING	136.00
12/29/2011	35632	U. S. POST OFFICE	POSTAGE FOR JAN 2012 UTILITY BILLS	619.32
12/29/2011	35633	APPLE CREEK STATION	MTT SETTLEMENT 58-36-300-030	18,373.25
12/29/2011	35634	BLUE CARE NETWORK-EAST MI	JAN 2012 RETIREE MED INS KELLY	460.05
			JAN 2012 RETIREE MED INS PETRUCHA	1,068.11
			JAN 2012 RETIREE MED INS TYLER	460.05
			JAN 2012 RETIREE MED INS PIROCHTA	1,068.11
			JAN 2012 RETIREE MED INS SHANNON	460.05
			MI CLAIM TAX ASSESSMENT	162.43
				3,678.80
12/29/2011	35635	DELTA VISION	JAN 2012 VISION - RETIREES (4)	22.24
GEN TOTAL of 119 Non-Void Checks:				473,374.82

DATE: DECEMBER 19, 2011
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIRE AUTHORITY AGENDA



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

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

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

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

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

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

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

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

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

 - B. THERMAL IMAGERS: have been received.
 - C. GRASS 27 SKID UNIT REPLACEMENT:
 - 1. On December 13, 2011, Genesee County Metropolitan Planning Commission gave permission to dispose of the surplus parts. Copy of letter attached.
 - 2. Unit delivered on December 7. Work has begun on installation.

D. 2012 BUDGET:

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

Swartz Creek: Approved their portion at their November 28 meeting.

E. FIRE AGREEMENT: Last report from City Manager Bueche was the need for a meeting with Clayton Township then review by the City Attorney.

Status:

F.

G.

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION: none

B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none

C. MEMBERS RESIGNING/TERMINATING:

1. Leah Farnsworth, originally hired on September 20, 2010, submitted her letter of resignation (attached) on November 28, 2011. The resignation was effective December 11, 2011.

Chief Cole recommends accepting Leah Farnsworth's resignation effective December 11, 2011, with regrets.

2. Tiffany Forbes, originally hired on July 18, 2005, submitted her letter of resignation (attached) on December 12, 2011, effective immediately.

Chief Cole recommends accepting Tiffany Forbes' resignation effective December 12, 2011, with regrets.

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. INSURANCE QUOTE: During a review of the previous insurance specification, it was discovered that the wording indicates we are bound to state with our current insurer for 3 years, expiring December 31, 2013. A copy has been attached for review. Because of this, sealed bids were not requested. A clause will be added in the next specification that will indicate the ability of the Fireboard to request bids anytime during the insured period. A copy of the specification that would have been solicited is attached.

On December 12, our current insurance provider stopped by to obtain a signature associated with Terrorism Insurance Coverage (form attached) to either accept (pay for) terrorism coverage or to reject it. He was advised the matter would be presented to the Fireboard for their direction. Discussion:

- F. REQUEST FOR BREATHING AIR COMPRESSOR QUOTE: The following quotes have been received. The amount is per year for 2 years, expiring in December 2013.

Vendor	Quote Amount
Southwest Equipment	\$930.00
R&R Truck Repair	\$1,149.80
ProAir	\$1,010.00

Chief Cole recommends approval of the breathing air compressor maintenance and air sampling quote from Southwest Equipment, in the amount of \$930.00 annually for two years expiring December 2013.

- G. FIREBOARD MEETING DATES APPROVAL: Attached please find the 2012 Fireboard meeting dates for review and approval.

H.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for November
- B. NOVEMBER BILLS LIST
- C. Flowers fund balance \$35.00
- D. SOG Updates (updated and corrected copies of each attached):
 - 402, has been updated to include a Personnel Committee. Copies of the old version and the new version are attached.
 - 407, updated to reflect the new starting time for AM training to 0800.
 - 411, due to the lose of 3 pump operators at station 2, a provision has been added, under section 4 note, to allowing for a less than 5 year tenure to proceed with training.
 - 426, adjustments to availability were made to remove minor excuses for not responding.

- E.
- F.
- G.
- H.

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIRE AUTHORITY:

XII. COMMENTS FROM FIRE AUTHORITY MEMBERS:

XIII. MEETING ADJOURNMENT:

REGULAR MEETING

NOVEMBER 21, 2011

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, November 21, 2011. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

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

Board Members Absent: None

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,
- Firefighter Jeff Kelley
- Brian Sepanak, Clayton Twp. Supervisor

C. AGENDA: ADDITIONS/CHANGES/DELETIONS:

- **Resolution 112111-01**

Motion by Norvel Johnson

Second by Dave Hurt

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

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

NO: None

Motion declared carried

D. SPECIAL PRESENTATION: NONE

II. APPROVAL OF MINUTES

A. OCTOBER 17, 2011 BOARD MEETING

- **Resolution 112111-02**

Motion by Ray Thornton

Second by Norvel Johnson

The SCAFD Board does hereby approve the minutes of the October 17, 2011 board meeting, as presented.

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

NO: None

Motion declared carried

III. CORRESPONDENCE:

A. OCTOBER INCIDENT SUMMARY REPORT:

- **Resolution 112111-03**

Motion by Rick Derby

Second by Norvel Johnson

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

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

NO: None

Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. OCTOBER FINANCIAL STATEMENT:

- **Resolution 112111-04**

Motion by Rick Derby

Second by Greg Childers

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

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

NO: None

Motion declared carried

V. COMMITTEE REPORTS:

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

VI. OLD BUSINESS

- A. APPARATUS UPDATE:
 - 1. Monthly report from Batt. Chief King
- B. 2011 BUDGET UPDATE:
 - 1. City: Approved
 - 2. Township: Approved
- C. THERMAL IMAGERS: Received wrong cameras, waiting on replacements
- D. GRASS 27 SKID UNIT REPLACEMENT:
 - 1. Township: Approved
 - 2. City: Approved
- E. 2012 BUDGET
 - 1. Township: Approved
 - 2. City: Approved
- F. FIRE AGREEMENT:

VII. NEW BUSINESS

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

- **Resolution 112111-05**

- Motion by David Hurt
 - Second by Rick Derby

The SCAFD Board does hereby accept, the resignation of Todd Kimbrue, effective 12/17/2011, with regret.

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

- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

- E. CO DETECTOR REPLACEMENT:

- **Resolution 112111-06**

- Motion by David Hurt
 - Second by Norvel Johnson

The SCAFD Board does hereby approve the purchase of a CO detector from Sales and Marketing of Michigan in the amount of \$769.00.

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

- F. FEMA GRANT MATCHING FUND REIMBURSEMENT:

- **Resolution 112111-07**

- Motion by David Hurt
 - Second by Rick Clolinger

The SCAFD Board does hereby approve the reimbursement of \$2248.00 to the municipalities for FEMA grant monies.

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

- G. INSURANCE QUOTES:

- **Resolution 112111-08**

- Motion by Ray Thornton
 - Second by David Hurt

The SCAFD Board does hereby direct the Chief to request Fleet Insurance quotes for 2012.

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

- H. BREATHING AIR COMPRESSOR QUOTE::

- **Resolution 112111-09**

- Motion by David Hurt
 - Second by Rick Derby

The SCAFD Board does hereby direct the Chief to request quotes for breathing air compressor maintenance and testing for 2012 and 2013.

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

VIII. GENERAL INFORMATION

- A. MUNICIPAL BILLINGS
- B. OCTOBER BILLS LIST

SWARTZ CREEK AREA FIRE DEPARTMENT BOARD MEETING

NOVEMBER 21, 2011

C. FLOWERS FUND BALANCE IS \$35.00

D. 27th ANNUAL CHRISTMAS PARADE IS DECEMBER 3RD AT 6:00PM.

E. GRASS 27 800 RADIO LOST. INSURANCE CLAIM WAS RECEIVED AND RADIO REPLACED

F. DEPARTMENT PHOTOS: DECEMBER 10 AT NOON

G. SOG 405 AND 507

H. CITY OF FLINT THANK YOU

IX. OPEN TO THE PUBLIC:

Brian Sepanak: Municipalities close on getting a signed agreement
Former firefighter, Rich Tesner, new Township Trustee

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

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

XII. COMMENTS OF THE FIREBOARD:

Derby: None
Hurt: City to meet with Township regarding agreement
Johnson: None
Thornton: Sorry to see FF Kimbrue leave
Childers: None
Clolinger: Sorry to see FF Kimbrue leave
Happy Thanksgiving
Messer: Echoes sentiments

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:47 p.m. The next regular meeting will be 12/19/11 at Station 1 at 7:00 pm

MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

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

Incidents by Shift Including Exposures

No. Resp.	Total Hr:Min	Prop & Cont Value	Prop & Cont Loss	Savings	0	1	2	3	4
<i>Totals:</i>	161	16:57:00	\$0	\$0	0	5	7	1	0

The total number of incidents, including exposure fires is 13.

The number of exposure fires is 0.

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

	Description	Current Mth	Y-T-D	Budget	Remain.Bud get	% Budget
Revenues						
3582	OPERATING CONTRIBUTIONS	8,587.56	209,413.32	212,562.00	3,148.68	(0.99)
3583	EQUIPMENT CONTRIBUTIONS	0.00	52,312.00	52,312.00	0.00	(1.00)
3628	MISC. INCOME (SUNDRY)	4,213.00	10,123.00	0.00	(10,123.00)	0.00
3630	GRANT INCOME	(4,496.00)	64,458.00	0.00	(64,458.00)	0.00
3664	INVESTMENT INCOME	22.30	369.42	120.00	(249.42)	(3.08)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	8,326.86	336,675.74	264,994.00	(71,681.74)	(1.27)
Expenses						
4703	SOCIAL SECURITY	1,221.96	13,003.35	10,800.00	(2,203.35)	1.20
4704	STAFF SALARIES	4,611.87	35,195.78	42,500.00	7,304.22	0.83
4705	MAIN/TRAIN-SALARIES	1,879.00	9,990.00	10,900.00	910.00	0.92
4706	OFFICER SALARIES	1,250.00	11,870.00	15,000.00	3,130.00	0.79
4707	FIREFIGHTERS SALARY	8,232.63	45,854.27	60,000.00	14,145.73	0.76
4708	DEFERRED COMPENSATION	227.00	2,248.50	2,500.00	251.50	0.90
4709	MEDICAL-FIREFIGHTERS	0.00	3,354.84	4,500.00	1,145.16	0.75
4727	OFFICE SUPPLIES	217.00	1,583.21	1,000.00	(583.21)	1.58
4728	BUILDING SUPPLIES	17.44	502.27	700.00	197.73	0.72
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	1,405.78	7,642.36	8,000.00	357.64	0.96
4801	CONTRACT SERVICES	170.66	4,725.66	5,800.00	1,074.34	0.81
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	203.62	3,148.34	3,420.00	271.66	0.92
4910	INSURANCE	0.00	19,343.00	26,000.00	6,657.00	0.74
4920	UTILITIES	860.24	11,584.62	17,000.00	5,415.38	0.68
4960	EDUCATION & TRAINING	245.00	2,917.94	4,562.00	1,644.06	0.64
4970	OFFICE EQUIPMENT	99.00	259.90	240.00	(19.90)	1.08
4976	FIRE EQUIPMENT	3,338.00	67,712.00	25,600.00	(42,112.00)	2.65
4978	FIRE EQUIP.-MAINT/REPAIR	2,752.00	14,895.11	24,072.00	9,176.89	0.62
4979	FIRE EQUIPMENT-UPGRADES	0.00	20,377.00	0.00	(20,377.00)	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatus	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	(4.78)	1,807.31	1,800.00	(7.31)	1.00
4988	COMPUTER SOFTWARE/UPGRADES	0.00	492.74	600.00	107.26	0.82
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	26,726.42	278,508.20	264,994.00	(13,514.20)	1.05
	Net Income/<Loss>	(18,399.56)	58,167.54	0.00		
3400	FUND BALANCE-Beginning of Year	0.00	84,126.45	0.00		
	Fund Balance-End of Year	(18,399.56)	142,293.99	0.00		

AS OF: December 15, 2011
 TO: Swartz Creek Area Fire Authority
 RECORDED BY: Fire Chief Brent Cole
 SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service.
12	91 Pumper	Station 1	In service.
16	91 Squad	Station 1	In service. Nov. 30: Generator back in service
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service. Nov. 29: Took unit to Tri-County to install brake chambers on rear dual axles.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	Out of service. Dec. 7: Skid unit arrived at station 2. Dec. 13: Permission received from Community Development to proceed with disposal of the surplus equipment.



COMMUNITY DEVELOPMENT PROGRAM

ROOM 223 -- 1101 BEACH STREET
FLINT, MICHIGAN 48502-1470

TELEPHONE (810) 257-3010
FAX (810) 257-3185

JULIE A. HINTERMAN
DIRECTOR-COORDINATOR

December 13, 2011

Brent Cole, Fire Chief
Swartz Creek Area Fire Department
8100 B Civic Dr.
Swartz Creek, MI 48473-1376



**Subject: Community Development Block Grant (CDBG) Property Management
Suppression Equipment of 1979 Dodge Mini Pumper**

Dear Mr. Cole:

Genesee County Metropolitan Planning Commission (GCMPC) staff has reviewed and approved your request to scrap the suppression equipment portion of the 1979 Dodge Mini Pumper. Please secure a receipt for funds received and send a check of an equal amount to:

Genesee County Metropolitan Planning Commission
Room 223
1101 Beach Street
Flint, MI 48502

Checks should be made payable to Genesee County Community Development Program.

If you have any questions, please contact Ms. Katie Bennett of my staff at (810) 766-6564 or at kbennett@co.genesee.mi.us.

Sincerely,

Christine A. Durgan, Principal Planner
Genesee County Metropolitan Planning Commission

Cc: Dennis Millem, Clayton Township Clerk



November 27, 2011

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



*RECEIVED
12/11/11*

Dear Chief Cole,

Please accept this letter as a resignation of my position as on-call Firefighter. I am offering two weeks' notice in order to give you an opportunity to find a suitable replacement.

I made my decision to resign following an order made by the courts that would not allow me to change my children's school district to my current location. As a result of this, I feel I have no choice but to relocate to the Ann Arbor area. As a result of recently acquiring a new job in Canton, I will be able to move back to the Ann Arbor area & be closer to my children.

I very much regret having to leave the Swartz Creek Area Fire Department. I'm so grateful to have had the opportunity to work with you & the rest of the Department. I will miss everyone at SCAFD and wish you all a safe & successful future!

Sincerely,

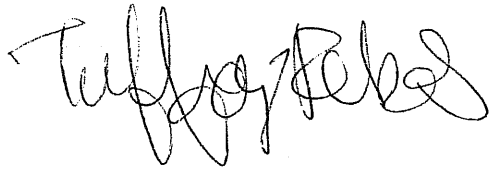
Leah Farnsworth

December 12, 2011

Fire Chief Brent Cole,

Effective today December 12, 2011 I am handing in my resignation with the Swartz Creek Area Fire Department. I have recently accepted a job which will require me to relocate to Indiana. Thank you very much for a great 6 years. Please continue to stay safe in the years to come!

Thank you



Tiffany Forbes



PROPOSAL SPECIFICATIONS FOR THE ACQUISITION OF LIABILITY AND WORKERS' COMPENSATION INSURANCE

GENERAL STATEMENT, SCOPE OF SERVICES

THIS IS AN INVITATION TO SUBMIT PROPOSALS AND NOT A PURCHASE ORDER

It is the intent of the Swartz Creek Area Fire Department to procure:

1. **Liability Insurance:** *(Refer to the enclosed Declaration Page and Automobile Schedule)*

Fire Department buildings are covered by the Municipality's insurance and should not be included in this bid

2. **Workers' Compensation Insurance**

7/1/09 to 6/30/10 Audited Volunteer/On-Call Firefighters \$129,679

7/1/09 to 6/30/10 Audited Clerical-Office \$ 13,533

TERM OF PROPOSAL

1. **Liability Insurance:**

Three year award, commencing with fiscal year beginning January 01, 2011, January 01, 2012, & January 01, 2013.

2. **Workers' Compensation Insurance:**

Three year award, commencing with fiscal year beginning July 01, 2011, July 01, 2012, & July 01, 2013.

APPLICANTS RESPONSIBILITY, QUALIFICATIONS

Each bid shall include a separate bid for each insurance. Firms may bid on either/both of the liability and workers' compensation insurances.

FORM OF BID PROPOSALS

All proposals must be clearly marked "**INSURANCE BID**". The recipient firm shall furnish the Swartz Creek Area Fire Department with the Company's address, telephone number and contact person. In the event said information is changed, the recipient firm shall immediately advise the Swartz Creek Area Fire Department.

All the information within this form, including the bid cost of services consistent with the aforementioned cost items 1 & 2, should be marked on the pages attached with this document. Additional supportive, explanation, firm historical, qualification and similar documentation are welcome and encouraged.

INTERPRETATION OF BID PROPOSALS

Any person or firm who is submitting a proposal may request clarification as to the true meaning of any part of these specifications or other contract documents by submitting a written request for such interpretation to the Swartz Creek Area Fire Department. Interpretation of the request for quote proposal will be made only by addendum. A copy of each addendum may be mailed or delivered to each person obtaining a set of the contract documents from the Swartz Creek Area Fire Department. Additional historical audit information can be obtained from the Fire Department upon request.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carrier or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. However, the actual coverage provided by your Policy for acts of terrorism, as is true for all coverages, is limited by terms, conditions, exclusions, limits, other provisions of your policy, any endorsements to the policy and generally applicable rules of law.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

LISTED BELOW IS THE ADDITIONAL PREMIUM TO PURCHASE TERRORISM COVERAGE, WHICH IS IN ADDITION TO THE PREMIUM WE HAVE QUOTED OTHERWISE. AT THE TIME OF BINDING YOUR NEW OR RENEWAL COVERAGE, THE FOLLOWING STATEMENT MUST BE COMPLETED AND SIGNED BY THE POLICYHOLDER.

ACCEPTANCE of Terrorism Coverage

_____	I hereby elect to purchase Casualty Terrorism Coverage for a prospective premium of \$100 . (Please check the box to the left and initial if this is your election)
_____	I hereby elect to purchase Property Terrorism Coverage for a prospective premium of \$100 . (Please check the box to the left and initial if this is your election)

REJECTION of Terrorism Coverage

_____	I hereby decline to purchase Casualty terrorism coverage for certified acts of Terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. (Please check the box to the left and initial if this is your election)
_____	I hereby decline to purchase Property terrorism coverage for certified acts of Terrorism. I understand that I will have no coverage for any losses resulting from certified acts of terrorism. (Please check the box to the left and initial if this is your election)

Policyholder/Applicant's Signature	U.S. Specialty Insurance Company
Print Name	Insurance Company
Date	HMTP-192103RW 01/01/2012 - 01/01/2013
	Policy Number
	SWARTZ CREEK AREA FD - GENESEE
	Insured Name

DATE: 12/19/2011

TO: Swartz Creek Area Fire Board
Swartz Creek Area Fire Department Personnel

FROM: Acct/Clerical Specialist Kim Borse

Subject: Swartz Creek Area Fire Board 2012 Meeting Schedule

DATE:	TIME:	TYPE:
January 16, 2012	7:00 p.m.	Regular
February 20, 2012	7:00 p.m.	Regular
March 19, 2012	7:00 p.m.	Regular
April 16, 2012	7:00 p.m.	Election of Officers
May 21, 2012	7:00 p.m.	Regular
June 18, 2012	7:00 p.m.	Regular
July 16, 2012	7:00 p.m.	Regular
August 20, 2012	7:00 p.m.	Regular
September 17, 2012	7:00 p.m.	Regular
October 15, 2012	7:00 p.m.	Regular
November 19, 2012	7:00 p.m.	Regular
December 17, 2012	7:00 p.m.	Regular

****All meetings will be held at Station 1 unless otherwise posted.****

SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 12/13/11
 Invoice Date: Dec 14, 2011
 Page: 1
Duplicate

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

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

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

Customer ID	Customer PO	Payment Terms	
CITY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		12/31/11

Quantity	Item	Description	Unit Price	Amount
139.63	FIRE02	FIRE SERVICE 11/2011	12.11	1,691.28

Subtotal	1,691.28
Sales Tax	
Total Invoice Amount	1,691.28
Payment/Credit Applied	
TOTAL	1,691.28

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT

8100 B CIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 121312
 Invoice Date: Dec 14, 2011
 Page: 1

Duplicate

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

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

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

Customer ID	Customer PO	Payment Terms	
CLAY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		12/31/11

Quantity	Item	Description	Unit Price	Amount
228.13	FIRE02	FIRE SERVICE 11/2011	12.13	2,767.55

Subtotal	2,767.55
Sales Tax	
Total Invoice Amount	2,767.55
Payment/Credit Applied	
TOTAL	2,767.55

Check/Credit Memo No:

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

					30-Nov-11
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
11/7/2011	15875	CLAYTON TWP	\$40.51	4920	SEWER-STA 2
11/7/2011	15876	SCAFA	\$385.00	22024	ASSOC DUES
11/7/2011	15877	FRIEND OF THE COURT	\$109.87	22026	FRIEND OF THE COURT
11/7/2011	15878	GALLS	\$100.89	4741	BARRIER TAPE
11/7/2011	15879	GENESEE CO ASSOC CHIEFS	\$84.00	4741	800 RADIO BATTERIES
11/7/2011	15880	ICMA	\$641.91	22023	DF COMP EE PORTION
		(INTERNTL CITY/COUNTY MGT ASSOC.)	\$227.00	4708	DF COMP ER PORTION
11/7/2011	15882	LTM	\$1,187.14	4978	PUMP TESTING
11/7/2011	15883	STATE OF MICHIGAN	\$237.44	22022	10/11 STATE TAX
11/7/2011	15884	SUBURBAN AUTO	\$106.63	4741	EQUIPMENT SUPPLIES
11/7/2011	15885	VALLEY PETROLEUM	\$407.12	4741	FUEL
11/14/2011	15886	CONSUMERS ENERGY	\$263.17	4920	GAS/ELEC STA 2
11/14/2011	15887	GILL ROYS	\$53.68	4741	EQUIPMENT SUPPLIES
			\$3.58	4728	KEYS
11/14/2011	15888	ICMA	\$70.00	22023	DF COMP EE PORTION
11/14/2011	15889	VISA	\$306.34	4741	EQUIPMENT SUPPLIES
			\$1,564.86	4978	INJECTORS
			\$13.86	4728	BUILDING SUPPLIES
			\$41.00	4727	TONER
			\$99.00	4970	COFFEE MAKER
			(\$4.78)	4984	REFUND
11/21/2011	15892	CITY OF SWARTZ CREEK	\$556.56	4920	UTILITIES-STA 1
11/21/2011	15893	COMCAST	\$139.80	4850	PHONE/INTERNET-STA 1
11/21/2011	15894	GENESEE CO ASSOC CHIEFS	\$245.00	4960	2012 MEMBERSHIP
11/21/2011	15895	MOTOROLA	\$3,257.00	4976	REPLACEMENT OF LOST RADIO
11/21/2011	15896	VALLEY PETROLEUM	\$347.12	4741	FUEL & OIL
11/21/2011	15897	AMERICAN OUTPUT	\$170.66	4801	M/A COPIER
11/21/2011	15898	POSTMASTER	\$176.00	4727	STAMPS
11/28/2011	15899	CHARTER	\$63.82	4850	PHONE-STA2
11/28/2011	15900	CITY OF SWARTZ CREEK	\$2,248.00	3630	REFUND OF FEMA MATCHING FUNDS
11/28/2011	15901	CLAYTON TWP	\$2,248.00	3630	REFUND OF FEMA MATCHING FUNDS
11/28/2011	15902	ICMA	\$70.00	22023	DF COMP EE PORTION
11/28/2011	15903	MOTOROLA	\$81.00	4976	MICROPHONE FOR LOST RADIO
			(\$237.44)	22022	10/11 STATE TAX
			\$3,698.83	22021	11/11 SOC SEC
			\$276.82	22022	11/11 STATE TAX PAYABLE
			\$1,131.40	1002	11/02 PAYROLL
			\$8,700.94	1002	11/09 PAYROLL
			\$1,040.06	1002	11/16 PAYROLL
			\$1,070.63	1002	11/30 PAYROLL
			(\$4,496.00)	3630	REFUND TO MUNICIPALITIES
		TOTAL	\$26,726.42		

VOID CHECKS: 15881,15890,15891

GUIDLINE: #402

ADOPTED: October 24, 1993

REVIEWED: 10/07/2002

REVISED: 10/01/96, 08/10/1999

SUBJECT: PERSONNEL GUIDELINES; Applicant Processing

PURPOSE: To establish specific guidelines to follow for processing applications

OBJECTIVE: To provide specific Guidelines for handling prospective employee applications, interviewing, background checks, physical examinations, and employment

1. All applicants must complete the SCAFD application form and confidential information release form, and return it to the Fire Chief.
2. Applicants must provide a valid Michigan drivers license, which department staff shall copy.
3. Driving record and criminal history check will be requested from the LIEN through the local LEA.
4. The Fire Chief shall contact the applicant and schedule an interview.
5. The Fire Chief shall submit a recommendation to the Fireboard upon completion of the initial interview.
6. The Swartz Creek Area Fire Board shall place the applicant on a one-year probationary period upon the recommendation of the Fire Chief.
7. The applicant must successfully pass a physical examination at a department designated medical facility within sixty (60) days as a condition for employment.
8. Applicant will be scheduled for an orientation session.
9. Equipment officer will schedule an appointment to issue department equipment to applicant.
10. Applicants may be selected per an "as need basis" in regards to station, daytime or night time availability, etc.

NOTE: The department may elect at any time in the hiring process to reject an applicant, or may be required to reject an applicant, due to as examples: medical concerns, work availability, poor driving record, criminal history, or other reasons.

GUIDLINE: #402

ADOPTED: October 24, 1993

REVIEWED: 11/23/2011

REVISED: 10/01/96, 08/10/99, 01/10/2012

SUBJECT: PERSONNEL GUIDELINES: Applicant Processing

PURPOSE: To establish specific guidelines, for the personnel committee, to follow for processing applications

OBJECTIVE: To determine new applicants' compatibility with the Swartz Creek Area Fire Department (SCAFD).

1. This Standard Operating Guideline (SOG) shall consist of three (3) steps associated with the hiring system for the SCAFD.

Step 1: The Fire Chief will accept applications from potential new hires. During this step, a short application will be filled out by the applicant, the applicant's valid Michigan drivers license will be copied, and a back ground check of the applicant shall be performed. If the back ground check is acceptable, the process will proceed to Step 2.

Step 2: The Assistant Chief shall schedule an oral interview with the applicant and Personnel Committee at a time designated by the Fire Chief. The Personnel committee shall consist of the Assistant Fire Chief, Battalion Chief and the Officers from the station the applicant would be assigned. The interview shall be held at the station of assignment. The questions to be asked will be presented to the Fire Chief, prior to the interview, for approval. Following the oral interview, the Assistant Fire Chief shall provide a written report, of the Personnel Committee's findings, to the Fire Chief. Either the applicant will proceed to Step 3, or the Fire Chief will inform the applicant their application has been denied.

Step 3: The Fire Chief shall hold an interview with the applicant and their significant other.

2. After the final interview, at the discretion of the Fire Chief, the application shall be presented to the Fireboard for consideration.
3. The Swartz Creek Area Fire Board shall place the applicant on a one-year probationary period upon the recommendation of the Fire Chief.
4. The applicant must pass a physical examination at a department designated medical facility within sixty (60) days, as a condition for employment.
5. The Quarter Master will schedule an appointment to issue department equipment to the applicant.

NOTE: The Personnel Committee may elect, at any time in the hiring process, to reject an applicant. Applicants may, also, be selected on an "as needed" basis in regards to station, day or evening availability, etc. In the event applications are not being accepted by the SCAFD, applications received will be placed on file for future consideration.

SOG 402

01/12

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GUIDELINE: #407

ADOPTED: April 30, 1993

REVIEWED: 03/15/2006

REVISED: 04/12/92, 05/23/93, 10/24/93, 01/15/96, 07/28/96, 05/18/01, 12/01/01, 05/02/2006, 11/21/2010, 05/22/2011, **12/13/11**

SUBJECT: PERSONNEL GUIDELINES; Training and Makeup Training Requirements

PURPOSE: To provide a means by which department personnel will be aware of the monthly and quarterly training sessions

OBJECTIVE: To establish specific guidelines for the minimum training and training requirements

The SCAFD is dependent upon its on-call personnel for emergency incident response. With the increasing federal and state mandates for training and emergency scene competencies, our personnel must be required to participate in a minimum of training exercises. Accordingly, the SCAFD adopts the following minimum training attendance/participation requirements.

1. Department training will consist of two (2) sessions per month, as follows:
 - A. The second Tuesday starting at 1800 or Wednesday at ~~0900~~ **0800**.
 - B. The fourth Sunday of each month, starting at 0800 followed by Monday starting at ~~0900~~ **0800** and 1800.
 - C. Any deviation from the days, stated above, will be determined by the Chief and/or Training Officer. Personnel shall be responsible for knowledge of any deviation, by reading the monthly training notice that is included with payroll and then take whatever steps necessary for compliance.
 - D. Posting of a complete list for the calendar year will be posted in December.
2. All firefighters are required to complete seventy percent (70%) of the total training hours presented based on quarterly periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through November 30 (there is no regularly scheduled training in December).
3. Firefighters are required to attend a mandatory hazardous material refresher course, maintain a current mandatory CPR card, attend a mandatory blood borne pathogens refresher class. These mandatory classes will be held in the first quarter of each year as specified by the Training Officer. Additional training sessions may be deemed mandatory by the Training Officer or the Fire Chief.
4. Firefighters shall be made aware of their on going training percentage by the posting of a department roster on the bulletin board of all stations after the completion of each scheduled training session. Listed will be the person's name, sessions attended and training percentage acquired to date.
5. Firefighters may be excused from training sessions by the Fire Chief or Training Officer for attendance at FF Academy, Fire Officer classes, fire related seminars or for the purpose of outside instruction of an exact related subject of the scheduled one missed and if it interferes with the available sessions. Pre-approval before attendance or instruction, is required before an excuse will be granted. A copy of the certificate received for the course attended will act as verification of attendance. Being excused is not the same as receiving credit for department training missed. If you do not attend the department training, you will not be credited with the amount of time spent.
6. Personnel shall be compensated for the actual amount of time spent during training. The pay rate shall be determined by the Fire Chief as determined by budgetary limitations.

SOG407

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7. Training may be made up by contacting the Training Officer or his designate.
8. Not all topics that are presented throughout the year will be made up due to their complexity (i.e. live burns, extrication, GM/SPO on site tour, etc.). Certain topics may only be available one time with no alternate date available.
9. Any training involving live fire fighting exercises shall be conducted in compliance with NFPA 1403, Standard on Live Fire Training Evolution in Structures.
10. Smoke generating devices that produce a hazardous atmosphere shall not be used in training exercises.
11. Failure to comply with this SOG shall result in the following disciplinary action in compliance with SOG #420:

1st Offense

Immediately placed on temporary suspension and notified in writing by the Fire Chief. Firefighters placed on temporary suspension must make up the necessary training for compliance within thirty (30) days. Failure to comply shall result in a written warning and the immediate beginning of the 2nd offense.

2nd Offense

Immediately placed on temporary suspension and notified in writing by the Fire Chief. Firefighters placed on temporary suspension must make up the necessary training for compliance within thirty (30) days. Failure to comply shall result in a written reprimand, and the immediate beginning of the 3rd offense.

3rd Offense

Immediately placed on temporary suspension and notified in writing by the Fire Chief. Firefighters placed on temporary suspension must make up the necessary training for compliance within thirty (30) days. Failure to comply shall result in discharge from the fire department.

Firefighters should immediately contact the Fire Chief once placed on temporary suspension to rectify the situation. Gross disregard for training attendance may result in immediate discharge.

NOTE: At any time, training sessions may be introduced that change the yearly training schedule due to federal/state laws and regulations or of paramount importance pertaining to the safety and well being of department personnel. They may or may not be deemed mandatory sessions.

SCAFD personnel shall be required to attend all mandatory sessions and absence there from must be made up. All personnel shall be responsible to make arrangements in advance to insure attendance.

GUIDELINE: #407

ADOPTED: April 30, 1993

REVIEWED: 03/15/2006

REVISED: 04/12/92, 05/23/93, 10/24/93, 01/15/96, 07/28/96, 05/18/01, 12/01/01, 05/02/2006, 11/21/2010, 05/22/2011, 12/13/11

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SOG407

12/11

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SCAFD personnel shall be required to attend all mandatory sessions and absence there from must be made up. All personnel shall be responsible to make arrangements in advance to insure attendance.

GUIDELINE: #411

ADOPTED: October 24, 1993

REVIEWED: 11/23/11

REVISED: 12/31/96, 08/10/1999, 01/25/07, 09/09/08, 01/12/10, 01/10/12

SUBJECT: PERSONNEL GUIDELINES; Apparatus Operator Responsibilities

PURPOSE: To provide guidelines for apparatus operators

OBJECTIVE: To provide specific guidelines to be followed by all apparatus operators before leaving the station, while enroute, while on scene, when leaving the scene, and at the station.

1. It is the responsibility of each operator of a fire department vehicle to drive safely. The driver will be aware of and follow the requirements of Public Act 300 regarding operation of emergency vehicles. Apparatus operators will be held accountable for the manner in which they drive and for the consequences of their acts.
2. All SCAFD personnel are required to be a Office of Fire Fighting Training (OFFT) certified Firefighter prior to being allowed to drive and operate fire department apparatus to emergency incidents.
3. Non-probationary firefighters with no prior experience, shall participate in the Driving Practice/Road Coarse to achieve the Ten (10) hours of supervised private property driving with a Officer or Senior Firefighter designated by the Fire Chief and/or the Training Officer, following two (2) years of being on the SCAFD. This is for the SCAFD Personnel to achieve their Ten (10) hours of supervised private property driving before the start of the SCAFD Driving/Pump Operations Class.
4. Option 1: After achieving five (5) years of service on SCAFD, it is strongly encouraged that all personnel will participate in the Driving/Pump Operations Class that is structured for the SCAFD. Upon successful completion of the Driving Practice/Road Coarse, Driving/Pump Operations Class and the passing of the Final Written Test and the Final Practical, the candidate will be able to drive/operate SCAFD Apparatus following the review from the Fire Chief and/or Training Officer.
Option 2: After achieving five (5) years of service on SCAFD, firefighters are required to attend the SCAFD Apparatus Operator Training Program. It is the goal that every firefighter successfully complete the program achieving FD certification. If after all efforts by the firefighter and the instructors indicate the firefighter is not able to achieve certification, these cases will be assessed on an individual basis by the instructors and the SCAFD training officer to reach a resolution. This resolution will be forwarded to the Fire Chief for approval. Upon successful completion of the Driving Practice/Road Coarse, Driving/Pump Operations Class and the passing of the Final Written Test and the Final Practical, the candidate will be able to drive/operate SCAFD Apparatus following the review from the Fire Chief and/or Training Officer.

NOTE: Circumstances may dictate personnel be required to participate in the Driving/Pump Operations Class with less than five (5) years tenure, due to a limited number of personnel certified to drive or operate engines. At the recommendation of the Fire Chief, the five (5) year minimum requirement may be waived.

5. SCAFD personnel are permitted to drive, to emergency incidents, only those apparatus on which they have been trained.
6. Drivers of fire department vehicles shall be directly responsible for the safe and prudent operation of the vehicles under all conditions.
7. All department personnel SHALL ride in a "TOTALLY ENCLOSED" portion of the vehicle.

SOG411

01/12

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APPARATUS OPERATION

BEFORE LEAVING THE STATION:

1. be aware of your destination, know where you are going.
2. Only non-probationary firefighters may operate fire department apparatus in a code 3 mode that have qualified under SOG 405.
3. All department personnel must wear seat belts and be seated before the vehicle moves.

WHILE ENROUTE:

1. Using lights and sirens does not give you the right-of-way.
2. On open road (dry, smooth, good visibility) fire department vehicles must not exceed 10 miles per hour over the posted speed limit.
3. Actual vehicle speed is regulated by current conditions. Heavy traffic, rain, snow, and fog will compromise vehicle control; therefore emergency vehicles shall not exceed the prima facial speed limits in inclement weather.
4. STOP at all negative right-of-way intersections (RR, stop sign, red traffic light, etc.).
5. Account for every lane of oncoming traffic.
6. Slow to walking speed on fire ground.
7. During emergency response or non emergency travel, apparatus operators shall come to a complete stop at all unguarded railroad grade crossings. Apparatus operators shall assure that it is safe to proceed before crossing the railroad tracks. Apparatus operators shall also use caution when approaching and crossing any guarded railroad crossing.
8. Do not proceed past a school bus operating its alternating red flashers. Proceed only after the flashers have been shut off and then only with extreme caution.

ON SCENE:

1. Except when answering emergency calls, all department vehicles will be parked legally. When answering emergency calls, vehicles must be parked so as to protect fire department personnel working on the street. Utilize warning signals at all times on emergency scenes.
2. Remain with the apparatus at all times unless relieved.
3. Keep track of all equipment used from fire department apparatus on scene.

LEAVING THE SCENE:

1. Backing of fire department vehicles should be avoided; when necessary utilize spotters.
2. Drivers and spotters will agree upon communication process prior to backing.
3. Spotters will remain visible to driver at all times.

AT THE STATION:

1. When arriving back at the station, a spotter will be used to back the apparatus into the station.
2. After returning from an incident response or training the driver will insure that the vehicle is placed back in service in the proper manner (all equipment cleaned, replaced, etc.; apparatus washed, etc.).
3. Completion of an apparatus check sheet shall be done by the driver.

APPARATUS OPERATORS SHALL NOT SMOKE WHEN OPERATING ANY SCAFD VEHICLE.

ALWAYS BE EXTRA COURTEOUS WHILE DRIVING A SCAFD VEHICLE. COURTESY COSTS NOTHING, BUT CAN PAY BIG DIVIDENDS IN CREATING GOOD WILL TOWARD THE DEPARTMENT.

GUIDELINE: #411

ADOPTED: October 24, 1993

REVIEWED: 11/23/2011

REVISED: 12/31/96, 08/10/99, 01/25/07, 09/09/08, 01/12/10, 01/10/2012

SUBJECT: PERSONNEL GUIDELINES; Apparatus Operator Responsibilities

PURPOSE: To provide guidelines for apparatus operators

OBJECTIVE: To provide specific guidelines to be followed by all apparatus operators before leaving the station, while enroute, while on scene, when leaving the scene, and at the station.

1. It is the responsibility of each operator of a fire department vehicle to drive safely. The driver will be aware of and follow the requirements of Public Act 300 regarding operation of emergency vehicles. Apparatus operators will be held accountable for the manner in which they drive and for the consequences of their acts.
2. All SCAFD personnel are required to be an Office of Fire Fighting Training (OFFT) certified Firefighter prior to being allowed to drive and operate fire department apparatus to emergency incidents.
3. Non-probationary firefighters with no prior experience, shall participate in the Driving Practice/Road Course to achieve the Ten (10) hours of supervised private property driving with a Officer or Senior Firefighter designated by the Fire Chief and/or the Training Officer, following two (2) years of being on the SCAFD. This is for the SCAFD Personnel to achieve their ten (10) hours of supervised private property driving before the start of the SCAFD Driving/Pump Operations Class.
4. Option 1: After achieving five (5) years of service on SCAFD, it is strongly encouraged that all personnel will participate in the Driving/Pump Operations Class that is structured for the SCAFD. Upon successful completion of the Driving Practice/Road Course, Driving/Pump Operations Class and the passing of the Final Written Test and the Final Practical, the candidate will be able to drive/operate SCAFD Apparatus following the review from the Fire Chief and/or Training Officer.
Option2: After achieving five (5) years of service on SCAFD, firefighters are required to attend the SCAFD Apparatus Operator Training Program. It is the goal that every firefighter successfully complete the program achieving FD certification. If after all efforts by the firefighter and the instructors indicate the firefighter is not able to achieve certification, these cases will be assessed on an individual basis by the instructors and the SCAFD training officer to reach a resolution. This resolution will be forwarded to the Fire Chief for approval. Upon successful completion of the Driving Practice/Road Course, Driving/Pump Operations Class and the passing of the Final Written Test and the Final Practical, the candidate will be able to drive/operate SCAFD Apparatus following the review from the Fire Chief and/or Training Officer.
NOTE: *Circumstances may dictate personnel be required to participate in the Driving/Pump Operations Class with less than five (5) years tenure, due to a limited number of personnel certified to drive or operate engines. At the recommendation of the fire Chief, the five (5) year minimum requirement may be waived.*
5. SCAFD personnel are permitted to drive, to emergency incidents, only those apparatus on which they have been trained.
6. Drivers of fire department vehicles shall be directly responsible for the safe and prudent operation of the vehicles under all conditions.
7. All department personnel SHALL ride in a "TOTALLY ENCLOSED" portion of the vehicle.

SOG411

01/12

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APPARATUS OPERATION

BEFORE LEAVING THE STATION:

1. Be aware of your destination, know where you are going.
2. Only non-probationary firefighters may operate fire department apparatus in a code 3 mode that have qualified under SOG 405.
3. All department personnel must wear seat belts and be seated before the vehicle moves.

WHILE ENROUTE:

1. Using lights and sirens does not give you the right-of-way.
2. On open road (dry, smooth, good visibility) fire department vehicles must not exceed 10 miles per hour over the posted speed limit.
3. Actual vehicle speed is regulated by current conditions. Heavy traffic, rain, snow, and fog will compromise vehicle control; therefore emergency vehicles shall not exceed the prima facial speed limits in inclement weather.
4. STOP at all negative right-of-way intersections (RR, stop sign, red traffic light, etc.).
5. Account for every lane of oncoming traffic.
6. Slow to walking speed on fire ground.
7. During emergency response or non emergency travel, apparatus operators shall come to a complete stop at all unguarded railroad grade crossings. Apparatus operators shall assure that it is safe to proceed before crossing the railroad tracks. Apparatus operators shall also use caution when approaching and crossing any guarded railroad crossing.
8. Do not proceed past a school bus operating its alternating red flashers. Proceed only after the flashers have been shut off and then only with extreme caution.

ON SCENE:

1. Except when answering emergency calls, all department vehicles will be parked legally. When answering emergency calls, vehicles must be parked so as to protect fire department personnel working on the street. Utilize warning signals at all times on emergency scenes.
2. Remain with the apparatus at all times unless relieved.
3. Keep track of all equipment used from fire department apparatus on scene.

LEAVING THE SCENE:

1. Backing of fire department vehicles should be avoided; when necessary utilize spotters.
2. Drivers and spotters will agree upon communication process prior to backing.
3. Spotters will remain visible to driver at all times.

AT THE STATION:

1. When arriving back at the station, a spotter will be used to back the apparatus into the station.
2. After returning from an incident response or training the driver will insure that the vehicle is placed back in service in the proper manner (all equipment cleaned, replaced, etc.; apparatus washed, etc.).
3. Completion of an apparatus check sheet shall be done by the driver.

APPARATUS OPERATORS SHALL NOT SMOKE WHEN OPERATING ANY SCAFD VEHICLE.

ALWAYS BE EXTRA COURTEOUS WHILE DRIVING A SCAFD VEHICLE. COURTESY COSTS NOTHING, BUT CAN PAY BIG DIVIDENDS IN CREATING GOOD WILL TOWARD THE DEPARTMENT.

SOG411

01/12

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GUIDELINE: #426

ADOPTED: January 01, 2002

REVIEWED: **11/23/2011**

REVISED: 11/18/07, 04/07/09, 11/22/09, 08/23/2010, 05/17/2011, **01/10/12**

SUBJECT: PERSONNEL GUIDELINES: Alarm Attendance Percentage Requirements

PURPOSE: To establish a minimum alarm attendance guideline.

OBJECTIVE: To establish specific guidelines for the administration, posting, and issues associated with this guideline. To provide a mechanism that may increase the proficiency of SCAFD Firefighters.

1. The minimum alarm response percentage required of all firefighters, radio operators, and support personnel shall be **twenty-five percent (25%)** ~~thirty-three percent (33%)~~ effective July 4, 2011.
2. On a monthly basis, personnel will have their attendance calculated by the Accounting/Clerical Specialist.
3. The list will be posted at each station and will include all personnel.
4. ~~Each person will be responsible for submitting their work schedule to the Acct/Clerical Specialist; those with diverse schedules must have their schedules submitted to the Acct/Sec Specialist no later than the 2nd day of the proceeding month.~~ **Effective January 1, 2012, personnel will be required to declare a shift they are considered available to respond to alarms consisting of two (2) options:**
 - Option 1: 0400 to 1600.**
 - Option 2: 1600 to 0400.**

The times indicate shall be based on a seven (7) days per week status.

(Note: Once the percentages are calculated and letters are sent out, those failing to comply with this SOG will not be allowed changes to bring their percentage up, unless it is determined the error was made by the Officer sending the letter or the Acct/Clerical Specialist. Failure to submit your availability on time will not constitute a change)
5. Any alarm that is received during the shift **time period you determined to be available** you are assigned to will not be counted towards your overall percentage. If you should respond during your assigned shift **time period you have not designated as available**, you will be given credit for the response and it will be included in your overall percentage.
6. ~~It shall be the responsibility of each person to advise the Acct/Clerical Specialist of shift **time period** changes.~~
7. Other situations that may constitute non-responsibility for a particular alarm include:
 - A. Sick leave (slip **A Medical Clearance Report** from your doctor will be required to report back to active duty)
 - B. Leave of absence (officially in writing)
 - C. Extraordinary circumstances may be reviewed on a case by case basis by the Chief and Responsible Officer
 - D. Refer to directive Alarm Attendance Directive Reversion dated August 23, 2010 for more details.

8. Abuse of the list above may constitute a formal review of the individual's status by an Officer or Fire Chief.
9. On a quarterly basis, the officer assigned to enforce this SOG will also review overall responses and availability to alarms of each personnel. If it is found that on a regular basis the availability and response of any personnel does not allow said person adequate time for the SCAFD, information will be passed along to the Fire Chief to be addressed on a case by case basis.

Note: It is hoped that that each person shall evaluate his/her own situation and address the issue before it is taken to this level.

10. Infractions shall be dealt with as prescribed in SOG 420; Discipline. If discipline is needed, the period of time that will constitute enforcement will be on a quarterly basis of January 1 to March 31, April 1 to June 30, July 1 to September 30, October 1 to December 31.

COMMENT: The intent of this SOG is to provide a mechanism that will foster an acceptable proficiency level for firefighting and support personnel. If commitments outside of the SCAFD do not allow you to fulfill this SOG, then a self-evaluation should be conducted. A face-to-face discussion with the Fire Chief may resolve any questions as to individual deficiencies.

GUIDELINE: #426

ADOPTED: January 01, 2002

REVIEWED: 11/23/2011

REVISED: 11/18/07, 04/07/09, 11/22/09, 08/23/10, 05/17/11, 01/10/2012

SUBJECT: PERSONNEL GUIDELINES: Alarm Attendance Percentage Requirements

PURPOSE: To establish a minimum alarm attendance guideline.

OBJECTIVE: To establish specific guidelines for the administration, posting, and issues associated with this guideline. To provide a mechanism that may increase the proficiency of SCAFD Firefighters.

1. The minimum alarm response percentage required of all firefighters, radio operators, and support personnel shall be twenty-five percent (25%).
2. On a monthly basis, personnel will have their attendance calculated by the Accounting/Clerical Specialist.
3. The list will be posted at each station and will include all personnel.
4. Effective January 1, 2012, personnel will be required to declare a shift they are considered available to respond to alarms consisting of two (2) options:
 - Option 1: 0400 to 1600 hours
 - Option 2: 1600 to 0400 hours

The times indicated shall be based on a seven (7) days per week status.

(Note: Once the percentages are calculated and letters are sent out, those failing to comply with this SOG will not be allowed changes to bring their percentage up, unless it is determined the error was made by the Officer sending the letter or the Acct/Clerical Specialist.

5. Any alarm that is received during the time period you determined to be available will be counted towards your overall percentage. If you should respond during your time period you have not designated as available, you will be given credit for the response and it will be included in your overall percentage.
6. It shall be the responsibility of each person to advise the Acct/Clerical Specialist of time period changes.
7. Other situations that may constitute non-responsibility for a particular alarm include:
 - A. Sick leave (A Medical Clearance Report from your doctor will be required to report back to active duty)
 - B. Leave of absence (officially in writing)
 - C. Extraordinary circumstances may be reviewed on a case by case basis by the Chief and Responsible Officer
8. Abuse of the list above may constitute a formal review of the individual's status by an Officer or Fire Chief.

SOG426

01/12

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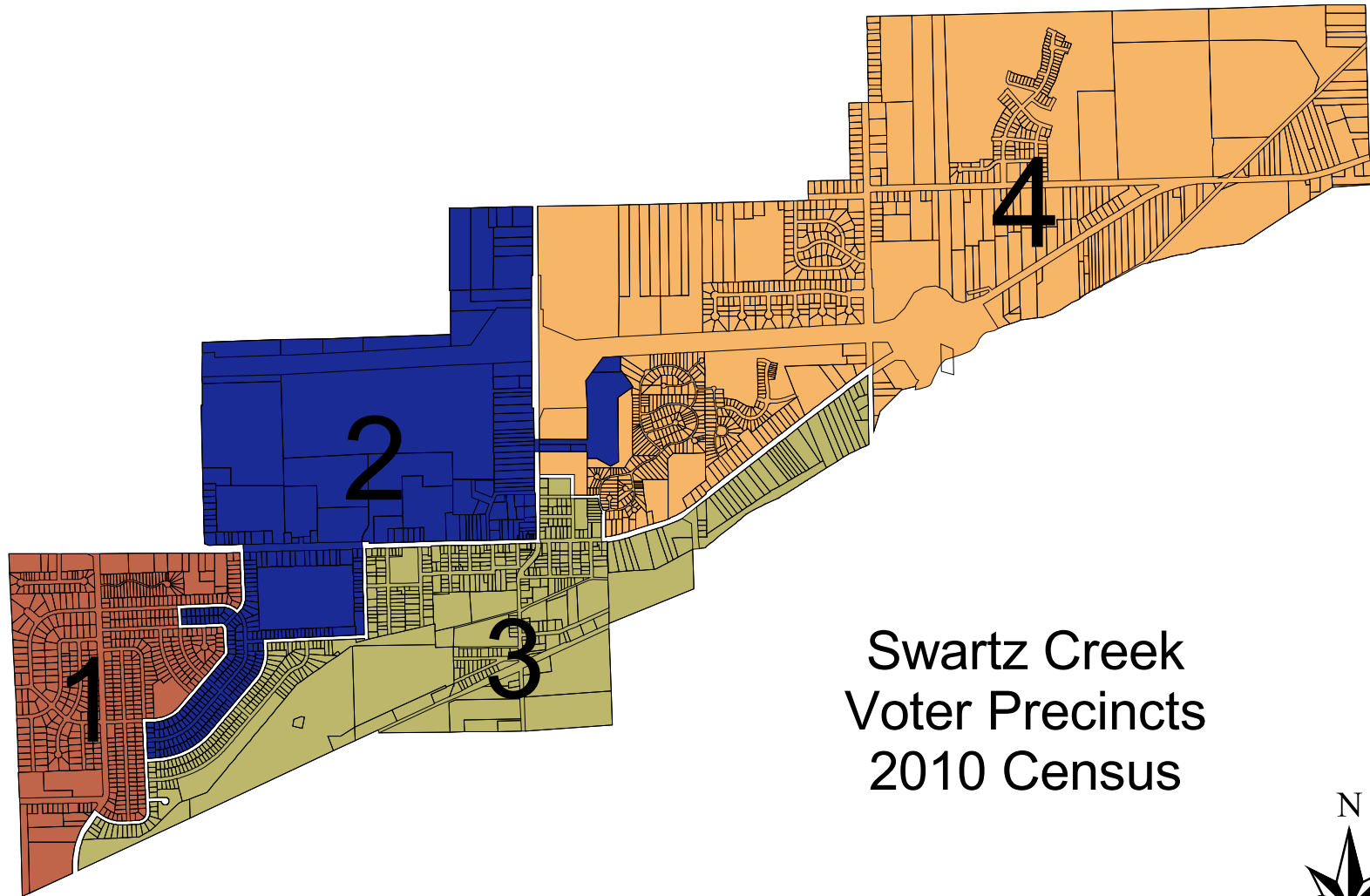
9. On a quarterly basis, the officer assigned to enforce this SOG will also review overall responses and availability to alarms of each personnel. If it is found that on a regular basis the availability and response of any personnel does not allow said person adequate time for the SCAFD, information will be passed along to the Fire Chief to be addressed on a case by case basis.

Note: It is hoped that that each person shall evaluate his/her own situation and address the issue before it is taken to this level.

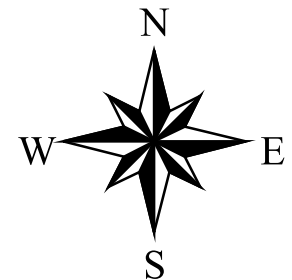
10. Infractions shall be dealt with as prescribed in SOG 420; Discipline. If discipline is needed, the period of time that will constitute enforcement will be on a quarterly basis of January 1 to March 31, April 1 to June 30, July 1 to September 30, October 1 to December 31.

COMMENT: The intent of this SOG is to provide a mechanism that will foster an acceptable proficiency level for firefighting and support personnel. If commitments outside of the SCAFD do not allow you to fulfill this SOG, then a self-evaluation should be conducted. A face-to-face discussion with the Fire Chief may resolve any questions as to individual deficiencies.

CITY OF SWARTZ CREEK



Swartz Creek
Voter Precincts
2010 Census



CHARTER TOWNSHIP OF CLAYTON
SPECIAL BOARD MEETING
November 7, 2011

The special Board of Trustees meeting of the Charter Township of Clayton was called to order by Supervisor Sepanak at 5:00 p.m. November 7, 2011 in the Clayton Township Hall.

BOARD MEMBERS PRESENT:

Supervisor Brian Sepanak	Trustees: Rick Caruso
Clerk Dennis Milem	Greg Childers
Treasurer Christopher Gehringer	Tammy Kapraun

Call to Order

Pledge to flag.

ROLL CALL: Members Present: Childers, Gehringer, Kapraun, Milem, Sepanak, Caruso, .

PUBLIC COMMENT

APPROVAL OF AGENDA: MOTION by Gehringer seconded by Sepanak to approve amended agenda as follows: Special assessments, fire agreement, SCAFD budget, 2011-2012, Quarterly report postponed until Nov. 10th New date for Clayton Township budget session. ROLL CALL: YES: Childers, Gehringer, Kapraun, Milem, Sepanak, Caruso. MOTION CARRIED.

SPECIAL ASSESSMENTS FOR LIGHTING DISTRICTS: MOTION by Gehringer seconded by Childers to increase lighting assessment to \$45.00 per parcel from \$35.00 per parcel. ROLL CALL: YES: Kapraun, Milem, Sepanak, Caruso, Childers, Gehringer. MOTION CARRIED.

MOTION by Sepanak seconded by Gehringer to remove Genesee Academy from lighting district. ROLL CALL: YES: Kapraun, Milem, Sepanak, Caruso, Childers, Gehringer. MOTION CARRIED.

GARBAGE FUND: MOTION by Sepanak seconded by Gehringer to raise garbage fees from \$128.00 to \$130.00 per parcel per year. ROLL CALL: YES: Milem, Sepanak, Caruso, Childers, Gehringer, Kapraun. MOTION CARRIED.

SCAFD FIRE AGREEMENT: MOTION by Sepanak seconded by Gehringer to change wording in Governance of Authority from 30 days to 60 days in paragraph C. ROLL CALL: YES: Sepanak, Childers, Gehringer, Kapraun, Milem. NO: Caruso. MOTION CARRIED

SCAFD FISCAL YEAR, BUDGET: MOTION by Caruso seconded by Gehringer to amend paragraph E, no more than 10% of any line item may be transferred to any other line item. ROLL CALL: YES: Caruso, Childers, Gehringer, Kapraun, Milem, Sepanak. MOTION CARRIED.

MOTION by Gehringer seconded my Milem to eliminate CIPF from fire agreement for 2012. Previous motion recinded by Gehringer.

CAPITAL IMPROVEMENT FUNDS: MOTION by Caruso seconded by Gehringer to amend (14) of fire agreement to add that either Clayton Township or the City of Swartz Creek may withdraw their share of funds from CIPF at any time by board action of either municipality. ROLL CALL: YES: Gehringer, Kapraun, Milem, Caruso, Childers. NO: Sepanak. MOTION CARRIED

2011 SCAFD BUDGET: MOTION by Gehringer seconded by Childers to approve 2011 SCAFD budget. ROLL CALL: YES: Kapraun, Milem, Sepanak, Caruso, Childers, Gehringer. MOTION CARRIED.

Discussion on SCAFD 2012 budget line item by line item.

2012 SCAFD BUDGET: MOTION by Childers seconded by Sepanak to approve 2012 SCAFD budget at 50% of \$263,490.00 or Clayton Townships share of \$131,745.00. ROLL CALL: YES: Kapraun, Milem, Sepanak, Caruso, Childers, Gehringer. MOTION CARRIED.

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Clayton Twp. Board Meeting
November 7, 2011

Date set for 2012 Budget review for November 14th at 5:00 p.m.

Meeting adjourned at 7:27 P.M.

Minutes by:

Accepted by

Dennis Milem
Clerk

Brian Sepanak
Supervisor

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

THIS AGREEMENT is made this 26th day of October, 2009, by and between the City of Swartz Creek, a Michigan municipal corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City") and the Charter Township of Clayton, a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 ("Township").

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

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

WHEREAS, the current agreement between the City and the Township expired on March 31, 2008, but both the City and the Township have continued to provide fire protection services under the terms of that agreement while this new agreement was being developed; and

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

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

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

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

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

1. Establishment of Authority.

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

successor to and the continuation of that entity heretofore known as the Swartz Creek Area Fire Board.

2. Name.

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

3. Governance of Authority.

A. The Authority shall be governed by a board consisting of seven (7) members ("Board") who shall be appointed as follows:

- 1) Three (3) members shall be appointed by the City, one of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City office.
- 2) Three (3) members shall be appointed by the Township, one of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township office.
- 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the first such appointment. Such member shall be appointed as and be designated as the "at-large" member. The at-large member shall be appointed for a term of one year commencing on April 1 of each year and at the completion of said term the appropriate appointing authority shall designate its appointee as the at-large member.
- 4) Except as provided in subparagraph (5), below, no active Swartz Creek Area Fire Authority firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
- 5) The Fire Chief shall be an ex-officio member of the Board, but shall have no right to vote on matters coming before the Board.
- 6) Each of the appointees, including the at-large member, shall hold office until their replacement is appointed as provided herein.
- 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.

B. The Authority shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this agreement, such power as may be required for the faithful performance of its duties.

C. The Authority shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the township board and the city council and who shall serve at the pleasure of the

Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The termination of the Fire Chief by the Board may be overruled by a majority vote of both the township board and the city council, but such votes must occur within thirty (30) days of the termination. The Fire Chief shall be responsible for hiring, managing and firing all personnel of the Authority, none of whom shall be full time employees. The Fire Chief's authority to hire employees is limited to a fixed number of employees as determined at the time that the budget is adopted. No member of the Township Board or the City Council shall be eligible for appointment to, or to serve in, a position as either a full or part time firefighter, whether paid, on call or volunteer.

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

4. Bylaws.

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

5. Fire Halls.

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the Authority for its use during the effective period of this Agreement.
- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the Authority for its use during the effective period of this Agreement:
- C. Such use shall be subject to the following:
 - 1) The City and Township shall each retain ownership of or lease rights to the fire halls so designated and the Authority shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township, unless authority for such other use or activity is obtained in writing, email acceptable, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).
 - 2) The Authority shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.
 - 3) The Authority shall be responsible for maintenance and repairs for the designated fire halls during the effective period of this Agreement.

- 4) Except for maintenance and repairs, no additions and/or alternations to said fire halls may be made by the Authority without the express prior written approval of the governmental unit owning said structure; provided, however, that upon termination of this Agreement such additions and/or improvements shall become the property of the governmental unit owning the structure.

6. Township Mini Pumper.

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

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

7. City Mini Pumper.

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

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

8. Authority Assets.

- A. Except as may be provided above as to the fire halls and the mini pumpers, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the Authority. An inventory of said assets shall be prepared annually by the Authority and filed with the City Clerk and the Township Clerk as provided in subparagraph D, below.
- B. All of the assets of the Authority shall be housed at the fire halls designated within this agreement in such quantities, as shall within the discretion of the Authority provide maximum efficient fire protection services for the areas to be provided such service.

- C. Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the Authority, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one year.
- D. The Authority shall file an annual inventory of such assets with the City and the Township no later than February 15th of each year.

9. Additional Assets.

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

10. Insurance.

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

11. Services to Other Governmental Units.

The Authority shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered; provided, however, that such prohibition shall not extend to the participation by the board in a mutual aid pact with other units of government.

12. Books and Records; Annual Audit.

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

13. Fiscal Year; Budget.

- A. The fiscal year of the Authority shall be from January 1 through December 31.

- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the Authority Board no later than October 1.
- C. The Authority Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the Authority for its use. Once the final budget is approved, such sums as each party are required to contribute shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. The Authority shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the City and Township, to amend line item expenditures by an amount not to exceed ten percent (10%) of the amount provided for the subject line item in the final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line item budget amendments exceeding ten percent (10%) singularly or cumulatively in a single fiscal year shall require approval of both the City and Township.
- F. The Authority shall not exceed the budget as approved by the City and Township without express prior approval by both the City and Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense.

14. Capital Improvement Fund.

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

15. Costs of Fire Runs; Labor Costs.

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by paragraph 13 hereof. The City and the Township, as suggested in the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. Effective Date; Term; Expiration of Term.

The effective date of this agreement is October 26, 2009. The term of this Agreement shall be October 26, 2009 through March 31, 2011. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 17, below, are completed.

17. Termination.

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

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

18. Negotiated Assignment.

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

19. Notices.

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

If to the City:

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

If to the Township:

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

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

20. Severability.

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

21. Entire agreement.


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

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

(Signature Page to Follow)

TOWNSHIP OF CLAYTON

Dated: 11-3, 2009


By: 
Bruce Beatty, Supervisor

Dated: 11/10, 2009

By: 
Dennis Milem, Township Clerk

CITY OF SWARTZ CREEK

Dated: Oct 27, 2009

By: 
Richard Abrams, Mayor

Dated: Oct 26, 2009

By: 
Juanita Aguilar, City Clerk

City of Swartz Creek
Park and Recreation Advisory Board Workshop
Wednesday, December 14, 2011
Minutes

Meeting was called to order at 6:02pm.

Board members Present: Rod Gardner, Mike Shumaker, Rae Lynn Hicks, Jim Florence, Rick Henry, Ron Schultz.

Absent Board members Korene Kelly, Ray Thornton

Public Present: George Mehrens, Ron Vincent, Adam Zettel, Peggy Mattson, Richard Mattson, Kyle Hebermil, Meagen Kuehnl, Frank Kuehnl, Doug Stephens, Joni Ward, Mary Anne McCarthy, Jan Elmore, Rosemary Robinson, Harold Russell, Art Klein, Juanita Aguilar.

Meeting was called for discussion regarding upgrades and renovations to Elms Park.

Representatives from several groups attended, including; the Kiwanis Club, Girl Scouts, Friends of the Perkins Library, Swartz Creek Women's Club, and Lions Club.

Adam Zettel stated that Kiwanis was interested in working in conjunction with other groups to update Elms Park. At this time he thought Kiwanis could donate about \$5,000 dollars towards the project. He briefly went over some of the updates that were in the City of Swartz Creek Five-Year Parks & Recreation Plan of 2006. This plan must be updated in the next few months. Mr. Zettel stated the weekend of May 19th and 20th, 2012 would be used for the Elms Park clean up and renovations. Mr. Zettel also discussed the items in the current five year plan.

Items included in the Five year plan were:

Climbing Wall
Wild Flower Area
Landscaping
Fountain

Mr. Shumaker voiced his concern about the cost of insurance if a Climbing Wall was constructed. Others also supported his concern regarding the issue of insurance liability.

Mr. George Mehrens asked if a plan had already been done so that each group would know what projects or activities need to be completed and what would be the cost associated with each project. It was clarified that this was why this meeting was being held. Mr. Mehrens stated that through the organization Keeping Genesee County Beautiful an application could be submitted for a Grant to provide flowers for Elms Park. He stated that his organization the Lions Club has been successful in securing this grant in past years and that he was willing to submit an application for a grant for the Elms park renovations.

Jan Elmore stated that she thought the new grants for the coming year through Keeping Genesee County Beautiful would be for a maximum of \$500.

Rosemary Robinson stated that she would be willing to contact either other organizations in the area or businesses but would need a plan to show potential sponsors. She also suggested that a plaque be done for sponsors of the project.

Ron Vincent gave a history of the Park system in the City Swartz Creek. He stated that different organizations and many people were involved in developing Elms and Winshall Parks. Mr. Vincent stated that it was important to know what kind of trees needed to be planted and the location due to the clay soil in most areas of the park.

Mr. Zettel stated that a time line would be established after the City Engineer came up with a design as to what projects could be done along with an estimate of expenses for each item included in the design. Items needed to implement any projects would have to be available by the beginning of April.

Mrs., Rae Lynn Hicks asked the public for suggestions as to what items they would like to see for the Elms park renovations. Items suggested in order of priority that the group agreed upon.

- 1) Playscape
- 2) Bathrooms
- 3) Trees – removing and replacing
- 4) Other Play equipment
- 5) Picnic Tables
- 6) Wild Flower Area/Landscaping/Reading Garden/Benches
- 7) Walking Paths

A Croquet Area was suggested and Mr. Florence stated the Senior Center could take care of this as soon as the area was identified at Elms Park for this activity.

Other ideas for renovations and upgrades were discussed, including but not limited to: a dog park, installing a fountain, Skateboard Park, splash pad for small kids and pickle ball.

Mr. Shumaker brought up a safety issue about winter sledding in the park; that there is no fence at the bottom of the hill. Mr. Shumaker also thought that winter skating in the park should be considered as another activity.

Fund raising was mentioned by several individuals

Mr. Henry brought up having a garage sale.

It was also stated that the City of Swartz Creek could accept donations from the public or other sponsors for work to be done at the Park.

It was also brought up that Home Depot also provided Grants to communities along with their employees providing labor on the projects.

Two motions were made during the meeting:

Motion was made to make recommendations to the City Council to throw their support behind the movement and to accept donations of service and funding from the service groups.

Motion was made to ask the City of Swartz Creek to hire an engineer to develop a plan with estimates of the cost for improvements to Elms Park, and that these recommendations be included in the updated 5 year Master plan.

Second motion was made by Rick Henry and Supported by Jim Florence.

Adjournment at 7:20 pm.



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

January 4, 2012

Mr. Tom Svrcek
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

RE: Five Year Community Recreation Plan

Dear Mr. Svrcek:

ROWE Professional Services Company appreciates this opportunity to provide a proposal to assist the City of Swartz Creek with its Five Year Community Recreation Plan. The city's current plan expired December 31, 2011. An approved plan is required for communities who wish to pursue funding through the Michigan Department of Natural Resources (DNR) for various grant programs. It also documents public support for projects that may use other funding sources, such as Transportation Enhancement funds.

ROWE Professional Services Company will utilize our experience with the city developing its previous recreation plans, site concepts, recreation plans and grant applications to assist with our process. In developing a Five Year Community Recreation Plan we follow the current "Guidelines for Preparing a Community Recreation Plan" published by the DNR.

I look forward to assisting the new members on your Park and Recreation Advisory Board in developing this new plan. Please contact Lou Fleury or me at (810) 341-7500 with any questions you may have.

Sincerely,
ROWE Professional Services

Doug Schultz, RLA
Director of Landscape Architecture

Having reviewed this proposal, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by: _____
Signature Date

Print Name and Title

R:\sdsk\Proj\PROPOSAL\LANDARCH\Swartz Creek\rec plan 3.doc

STATEMENT OF UNDERSTANDING

An approved plan will enable the city to apply for Michigan Department of Natural Resources (MDNR) development grant applications. The plan will also involve the public as well as provide materials and a venue to promote the benefit of having parks and recreation facilities for both residents and non-residents. Although the core requirement will be to meet the MDNR's guidelines for Community Recreation Plans, some unique items to be addressed within the plan include the following:

- » *Providing an opportunity to engage new members of the park commission*
- » *Providing a revised concept plan for Elms Park*
- » *Focus on goals and objectives vs. structured capital improvement plan*

The public input process will include a public workshop led by the Parks and Recreation Commission and ROWE staff. This will included an open house format with various stations and a voting opportunity to identify priority issues.



PROJECT APPROACH

ROWE will provide a fresh look at Swartz Creek's parks and recreation facilities and programs. We acknowledge that you, city officials, and the community at large are the experts concerning your desires and needs. We will identify those needs and explore efficient ways to meet them. It is understood that Tom Svreck will be the single point of contact and will provide all project direction. Doug Schultz, RLA, will serve as your project manager with input from Lou Fleury, P.E.

Concept Plan (34 hours) In developing the concept plan for Elms Park, input from the advisory board will be used to update the site plan. A 24 x 36 rendered plan will be provided and pdf format. The revised draft concept will include images and schematic level information for adding or improving:

- Playscape
- Bathrooms
- Trees
- Additional play equipment
- Picnic Tables
- Wildflower area
- Walking paths
- Other suggestions (dog park, fountain, skateboard park, splash pads, pickle ball)

Workshop (12 hours) This provides an opportunity for the community to take an active role in providing input and react to the updated Elms Park site plan. It will be an 'open house' format held on a single evening that will have various stations attended by a combination of ROWE staff and members of a steering committee that will be guiding the planning process; which includes a four hour meeting, preparation and follow up documentation. This will count towards 1 of 2 required input opportunities by the DNR.

Report / meetings (42 hours) This includes research, preparation of a draft and final document, meetings and site visits to report on barrier free accessibility of all park facilities, etc. Narrative will include the efforts of the planning process, public input and the development of specific goals and objectives and action plan to guide park improvements.

BASE SCOPE ITEMS/TIMETABLE

Task	Month					
	J a n	F e b	M a r	A p r	M a y	J u n
Meet with city / park advisory board to review project schedule and gather existing information. Establish the date for the public workshop.						
Update recreation inventory of park facilities / ADA review, with input from staff.						
Prepare draft concept site plan for Elms Park						
Update the plan's administrative structure component; will require the city to provide updated recreation budget information.						
Lead public workshop with Parks Commission, identify the plan's key issues and priorities. Review and update the mission statement, goals and objectives.						
Update concept site plan for Elms Park						
Provide a draft document to review. Meet to review comments and prioritize action plan. Post for one month public review.						
Update plan based on public input as directed by city. Present the plan at a public hearing with city council and Parks Commission.						
Complete the plan as directed by city. Provide 10 spiral-bound final copies of the plan and one copy of the electronic files.						
Submit to MDNR, regional planning agency and city.						

Notes:

- » The city will coordinate the advertisement and location of meetings and documentation.
- » Proposal does not include design engineering.
- » City will coordinate resolution and adoption of the final plan and documentation.
- » The scope includes ROWE staff attending a total of five meetings.
- * Plan will include information from previous city documents

FEE

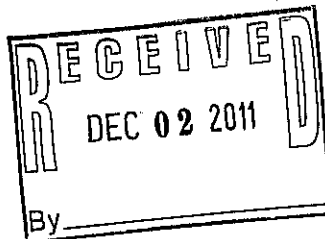
We propose to complete the work as noted above for the lump sum fee as follows:

Concept Plan:	\$2,900
Recreation Plan Document, workshop and associated for work:	<u>\$5,900</u>
Total:	<u>\$8,800</u>



michigan municipal league

Better Communities. Better Michigan.



December 01, 2011

Ms. Juanita Aguilar
City Clerk
Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473-1377

Dear Ms. Aguilar,

The League is once again freezing your membership dues for the 2011/12 billing year. This follows the 12% reduction for 2010/11, when the League Board eliminated the Environmental Affairs Assessment. The actions taken by the League's Board of Trustees will have saved members almost 18% in the last three (3) years, and nearly 32% in the last seven (7) years from the expected dues.

The challenges we face in Lansing and Washington, DC make our work even more critical. As we move forward, the League is working for you to help create a more prosperous state with vibrant communities. We are enjoying unprecedented access to key leaders, and are confident that we will achieve great things in the months ahead. While obtaining new revenues will be a challenge, our government reforms are laying a new foundation for us to build upon. We will continue to support every member by leading advocacy efforts to support municipal issues, and providing free and low-cost education related to effective and efficient governance.

The League will remain on the cutting edge, helping forge a new Michigan. The League's Center for 21st Century Communities (21c3) is working to assist local officials in identifying, developing, and implementing programs and strategies to enhance our member communities' ability to be vibrant places for the 21st century. Further, our Legal Defense Fund is providing advocacy of a different type as they continue to work to protect your interests in the courts and regulatory arena.

The League's Board of Trustees recognizes the strained financial conditions present in many Michigan communities. They know that for communities to survive, we must stand together and defend our interests. Alone your municipality is one voice; but when combined with the voices of communities across Michigan, we can make a real difference.

Michigan Municipal League membership is one of the best investments your community can make. Be sure to maximize your membership by contacting us with your questions, and by actively participating at League events. Thank you for your support. We look forward to our continued partnership with your community.

Sincerely,

Daniel P. Gilmartin
Executive Director & CEO

Karen Majewski
President, 2011-2012

Enc.



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE
MEMBERSHIP RENEWAL INVOICE

2011 - 2012

Swartz Creek

ID: 481

Date: 12/01/2011

Membership Period: 02/01/2012 - 01/31/2013

Current Balance

* MML Dues	2,574.00
** Legal Defense Fund	257.00
	<hr/>
	\$2,831.00

REMITTANCE

COPY

<p>Total Due by February 01, 2012: \$2,831.00</p>
--

Please sign, date and return one invoice copy with your payment.

Make checks payable to the Michigan Municipal League and mail to the address below. Thank you.

(Signature)

(Date)

* MML dues include annual subscriptions to *The Review* for your officials at \$12.00 per subscription, which is 50% of the regular subscription rate.

** The Legal Defense Fund is an optional charge. The purpose of the Fund is to provide specialized legal assistance to member municipalities in cases that have significant statewide impact.

<p>See what the League can do for you by visiting www.mml.org</p>
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**CITY OF SWARTZ CREEK
MORRISH ROAD BRIDGE ENHANCEMENTS
BUDGET BREAKDOWN – LOCAL MATCH**

December, 2011

1. INITIAL GRANT

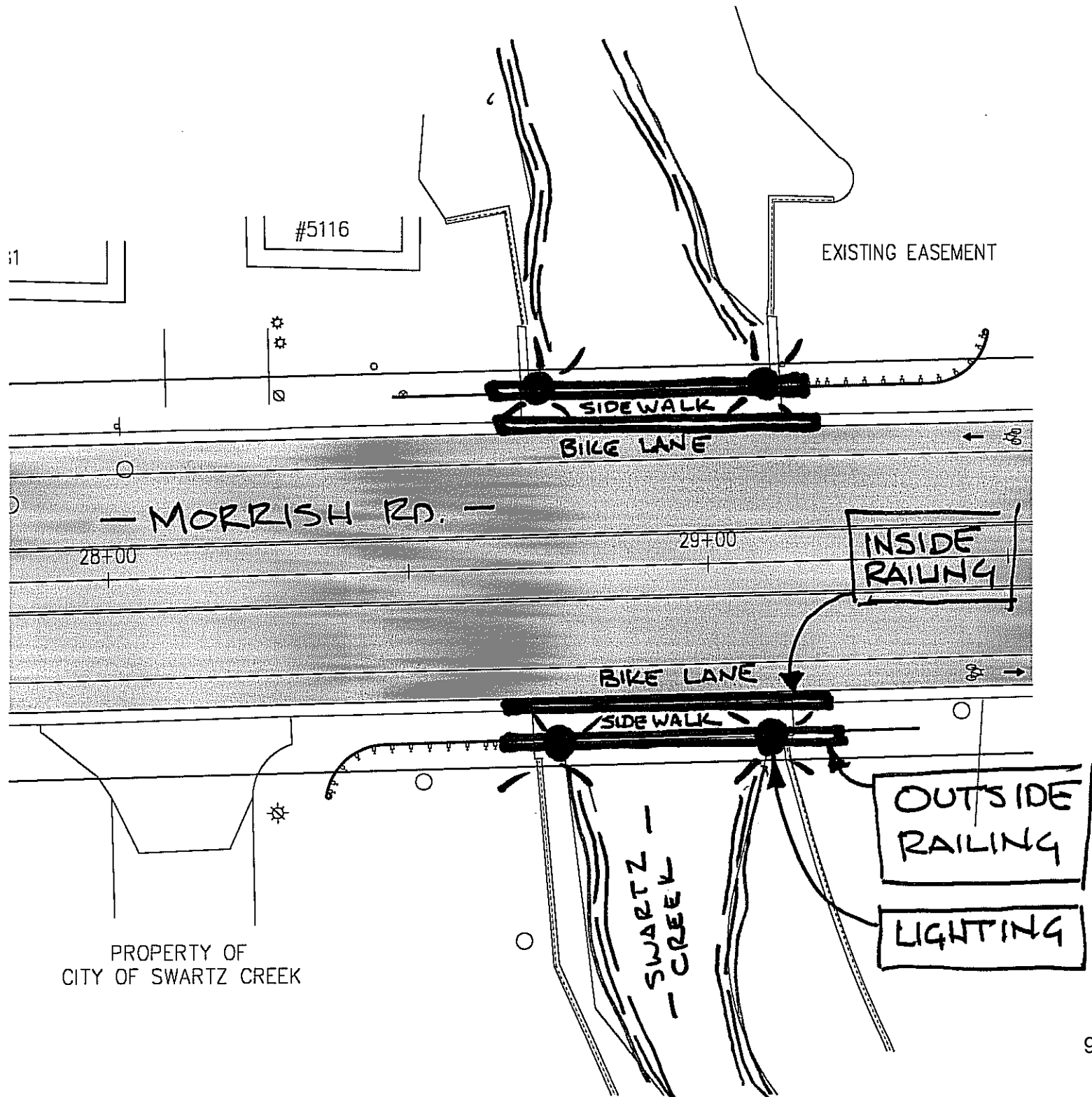
Local Match = \$150,000 (Includes Construction, P.E., C.E.)

2. ENHANCEMENTS (Non-participating work)

Outside Wall =	\$42,000
<u>Lighting =</u>	<u>\$30,000</u>
TOTAL	\$72,000

3. TOTAL LOCAL MATCH WITH ENHANCEMENTS

Initial Match =	\$150,000
<u>Enhancements =</u>	<u>\$72,000</u>
TOTAL	\$222,000





Address **9 East Main Street**

Address is approximate

Save trees. Go green!
Download Google Maps on your phone at google.com/gmm



Bridge over Flint River in Flushing. We are looking at this type of walkway over the creek.

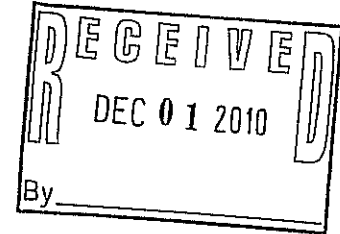


STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
 LANSING

JENNIFER M. GRANHOLM
 GOVERNOR

KIRK T. STEUDLE
 DIRECTOR

November 9, 2010



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

Dear Mr. Bueche:

We are pleased to inform you that the Local Bridge Advisory Board has approved the recommendation by your Region Bridge Council (RBC) to select the following bridge(s) for inclusion in the Local Bridge Program. Each Regional Bridge Council has created a 3-year bridge plan and the bridges selected from the 2010 call for applications are scheduled for funding during the 2013 fiscal year (except as noted below). Unless arrangements have been made with your RBC, a project will not be allowed to be let to contract before its scheduled funding year.

B01 of 25-10-27, Morrish Road over Swartz Creek, Str. #2868
Application Estimate: \$584,000 Selected for Rehabilitation

The following conditions will apply to these projects:

1. The federal and state share will be 95 percent of the eligible project costs;
2. These funds are to be used for eligible bridge and approach construction costs only;
3. State and federal participation in approach construction is limited to work within limits defined by "touchdown" points to the existing approach grade. Exact limits will be determined on a project by project basis; and
4. Costs for preliminary engineering, construction engineering, and right of way acquisition are not eligible for federal or state aid under the Local Bridge Program.

The plans and specifications for these projects must be developed using the English system and the most current edition of the Michigan Department of Transportation Standard Specifications for Construction.

To help minimize major changes at the preliminary plan stage, a Type, Size and Location (TS&L) study must be submitted to the Local Agency Programs Unit in the Design Support Area for review prior to the preliminary plan submittal. Please see the requirements for the TS&L submittal on MDOT's website, at http://www.michigan.gov/documents/mdot_TSL_80574_7.pdf.

Mr. Bueche:

Mr. Bueche:
Page 2
November 9, 2010

As of October 1, 2009, the Local Bridge Program implemented the "20% Rule." If at the time of the grade inspection, the construction estimate exceeds the application estimate by more than twenty percent (20%), the Region Bridge Council (RBC) will need to decide if the project will be capped at the application estimate plus twenty percent, if it will be allowed to proceed as is, or if the project will be postponed. Please make every effort to limit construction work to stay reasonably close to the application estimate.

The project(s) selected for funding, listed on page 1 of this document, was based on the scope of work listed in the submitted application. The Local Bridge Advisory Board set policy that a change in scope of a project will require the local agency to make a choice. First, they may proceed with the changed scope and have the funding amount capped at the application estimate or second, they may reapply for the project with the updated scope during a subsequent call of applications. Please be aware of this policy as the plans progress.

Please complete the Program Application for Bridge Projects, form number 0258, and submit to this office with the preliminary plans. The form can be found on the Michigan Department of Transportation's website at <http://mdotwas1.mdot.state.mi.us/public/webforms/public/0258.pdf>.

If you have any questions or, for any reason, you decide not to participate in this program, please contact me, at (517) 373-2346 as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Cooper", with a long horizontal flourish extending to the right.

Keith Cooper, P.E.
Bridge Program Manager
Local Agency Programs

APPLICATION FOR FUNDING

For

REHABILITATION OF

MORRISH ROAD BRIDGE OVER THE SWARTZ CREEK

PRIORITY #1

Section 1; City of Swartz Creek
Gaines Township, Genesee County

Submitted by:
City Council
City of Swartz Creek
June 2008

MORRISH ROAD BRIDGE

The City of Swartz Creek is requesting local bridge funds for the rehabilitation of Morrish Road Bridge over the Swartz Creek. The City of Swartz Creek is committed to having this structure funded for the 2011 fiscal year. This bridge is the City's highest priority for rehabilitation.

CONTACT

Paul Bueche, City Manager
8083 Civic Drive
Swartz Creek, MI 48473
Phone: (810)635-3600

BACKGROUND

The Morrish Road Bridge is a 44' long single span structure. The bridge carries 4 lanes of traffic and 2 raised sidewalks for a total width of 58'-9". The superstructure consists prestressed concrete box beams and a concrete deck. The surface has been paved over with a HMA wearing surface. The substructures consist of concrete abutments and retaining walls. The structure was originally constructed in 1975. There is a sanitary sewer and a watermain that crosses the creek at this location. Inspection of the underside of the bridge indicates deterioration to several prestressed box beams. Several of the beams have longitudinal cracks at midspan and at the abutments along with rust stains indicating that the prestressing strands are corroding and losing there structural properties.

REHABILITATION IMPROVEMENTS

It is the cities intent to extend the life of the bridge by having the superstructure removed and replaced with a new one as well as upgrading the guardrail to meet current standards. The city would also like to include a barrier to separate the pedestrian traffic and vehicular traffic on both sides of the bridge to make the crossing safer. If the structure continues to deteriorate to the point where the structure needs to be replaced, the sanitary sewer, which lays on top of the stream bed, and watermain would have to be replaced due to the impact of the new structure's foundations. This would most likely require the sanitary sewer to be buried below the channel causing the need for a pump station adding additional costs to the bridge replacement project.

FUNCTIONAL CLASSIFICATION AND ECONOMIC IMPORTANCE

Morrish Road is a 4-lane paved road with curb and gutter which carries local and commercial traffic. Morrish Road is classified as an Urban Minor Arterial. The latest (2004) average daily traffic volume is 4,468 vehicles per day (vpd). The future traffic volumes (2024) are estimated to be 6,639 vpd at the current rate of development in the area. This route provides a north/south route in and out of Swartz Creek with access ramps on and off of I-69.

LOCAL IMPACTS AND DETOUR ROUTE

The detour route for traffic when the bridge will be closed for construction is as follows: Miller Road to Elms Road to Hill Road back to Morrish Road. If the structure is closed, the detour would affect the route of some of the school buses, the response time of emergency vehicles for emergencies south of the bridge, and it would increase the amount of traffic on already busy roads in a urban area. The approximate length of this detour is 5 miles utilizing paved county and local city roads.

ESTIMATED REPLACEMENT COST

1. Right of Way.....	N/A
2. Design Engineering.....	\$30,000
3. Construction Engineering	\$60,000
Total (1, 2 & 3)	\$90,000

Based on Average Unit Price Index

A. Approach Construction	\$91,500
B. Structure construction (see attached estimate).....	\$320,500
Total (A & B).....	\$412,000

Based on Local Bridge Call for Applications Worksheet

A. Approach Construction	\$91,500
B. Structure construction (\$121/sft + Mobilization + Contingency + Inflation).....	\$449,000
Total (A & B).....	\$540,500

Bridge: Morrish Road over the Swartz Creek

Date: 2008

Span: 44 feet

Width 59.25 feet w/out sidewalks - 4 lanes traffic

Area: 2607 sft

Proposed Improvements:

Remove Superstructure

New Superstructure

New CIP Deck

New Railing and Sidewalk

Upgrade Guardrail

Approach Roadway Resurface

Bridge Work:

Item	Quantity	Units	Unit Price	Cost
Remove Superstructure	1	LS	\$ 40,000.00	\$ 40,000.00
17" Prestressed Box Beams	2650	Sft	\$ 44.00	\$ 116,600.00
Post Tensioning	1	LS	\$ 8,000.00	\$ 8,000.00
6" CIP Deck	50	cyd	\$ 275.00	\$ 13,750.00
CIP Deck Form, Finish, Cure	1	LS	\$ 15,000.00	\$ 15,000.00
Bridge Railing (2 Railings)	176	Ft	\$ 155.00	\$ 27,280.00
8" Raised Sidewalk	15	cyd	\$ 275.00	\$ 4,125.00
				\$ -
				\$ -

Total Bridge Work \$ 224,755.00

Road Work:

Item	Quantity	Units	Unit Price	Cost
Maintaining Traffic/Detour	1	LS	\$ 5,000.00	\$ 5,000.00
Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
Guardrail Anchorage	4	Ea	\$ 1,500.00	\$ 6,000.00
Approach Guardrail	150	Ft	\$ 22.00	\$ 3,300.00
Guardrail Terminals	4	Ea	\$ 1,800.00	\$ 7,200.00
Approach Pavement (40 ft E.S.)	3700	Sft	\$ 8.50	\$ 31,450.00
Approach Curb and Gutter	160	Ft	\$ 40.00	\$ 6,400.00
				\$ -
				\$ -
				\$ -

Total Road Work \$ 64,350.00

Total Bridge Work + Road Work \$ 289,105.00

Mobilization (10%) \$ 28,910.50

Contingency (15%) \$ 47,702.33

Total \$ 365,717.83

Total with Inflation (4%) - 2011	\$ 411,382.82
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Facility	Federal Structure ID	Inspector Name	Agency/Consultant	Inspection Date	Legend			
MORRISH ROAD	254659600009B01	eric johnston	rowe incorporated	04/29/2008		9 New		
Feature	Latitude	Longitude	Struc Num	Insp Freq	Insp Key	7-8 Good		
SWARTZ CREEK	42 57' 15.16"	83 49' 54.69"	2868	24	KUYU	5-6 Fair		
Location	Length	Width	Year Built	Year Recon	Br Type	Scour Eval	No.Pins	3-4 Poor
IN SWARTZ CREEK	44	58.73	1975		5 05 7			2 or Less Critical

04 06 08

NBI INSPECTION

DECK

- | | | |
|---|-------|---|
| 1. Surface
SIA-58A | 7 6 6 | <p>Bituminous surface. Random cracks which have been sealed. Beam line cracking now appearing. NB lane near north abutment showing spalled areas filled with cold patch. (08)
The NB right lane has a crack in the right wheel track with alligator cracks and spalling. Longitudinal 1/8 to 1/4 inch cracks; 2 in NB and 1 in SB, 3 transverse cracks in SB outside lane, spider cracking in NB outside lane in two separate areas. HMA Surface is approx. 1/2" measured from pothole on surface. (06)
Wide transverse cracks at both abutments. NE right lane line there is a crack in right wheel track with alligator cracks developing (approx. 3'x6' triangle shape). (04)</p> |
| 2. Expansion
Jts | | <p>Paved over. Cracks at both abutments with spalling over joints. (08)
The north joint is paved over and cracking 3/4 inch wide. (06)
(04)</p> |
| 3. Other
Joints | 7 N | <p>(08)
(06)
(04)</p> |
| 4. Railings | 7 7 7 | <p>Good condition. Impacted end shoes in NW & SE. (08)
Thrie beam with aluminum tube above. End shoes have been impacted in NW and SE quadrants g-rail is ok. (06)
(04)</p> |
| 5. Sidewalks
or curbs | 6 4 4 | <p>West sidewalk face has heavy soalling with longitudinal rebar and stirrups showing the full length of structure. (08)
West brush block has heavy spalling. Transverse hairline cracks with spalls on the east side. Sidewalk west has transverse cracks with moderate spalling. (06)
West brush block heavy spalling. (04)</p> |
| 6. Deck
Bottom
Surface
SIA-58B | | <p>Adjacent box beams, unable to evaluate. (08)
(06)
(04)</p> |
| 7. Deck
SIA-58 | 6 6 6 | <p>Rating based on surface condition. West facia is spalled for its entire length with one longitudinal rebar showing . No delamination by sounding. (08)
Leaching along seven beam lines with stalactites. Heavy leaching between 1st and 2nd beams from west and between 7, 8 and 9 from east. Moderate leaching between 2 & 3 from east and 1 & 2 from west at north end. (06)
Heavy leaching between 1st & 2nd beam from west. No rust stains. (04)</p> |
| 8. Drainage | | <p>(08)
(06)
(04)</p> |

SUPERSTRUCTURE

Facility	Federal Structure ID	Inspector Name	Agency/Consultant	Inspection Date	Legend			
MORRISH ROAD	254659600009B01	eric johnston	rowe incorporated	04/29/2008	9 New			
Feature	Latitude	Longitude	Struc Num	Insp Freq	Insp Key	7-8 Good		
SWARTZ CREEK	42 57' 15.16"	83 49' 54.69"	2868	24	KUYU	5-6 Fair		
Location	Length	Width	Year Built	Year Recon	Br Type	Scour Eval	No.Pins	3-4 Poor
IN SWARTZ CREEK	44	58.73	1975		5	5	7	2 or Less Critical

04 06 08

NBI INSPECTION

9. Superstructure SIA-59	6	5	5	Heavy leaching with stalagmites between 1 & 2 from west. Light leaching along joints at other localized areas. 12"x6" spall on 4th beam from east near midspan, small spall on 3rd from east near N abutment. 12" long spall between 5 & 6 from west near N abutment. 7th beam from west crack nearest N abut is now 10 feet long with a 2 foot parallel crack. 8 from east has three cracks near midspan 4 to 6 feet long. 7 from east has one 14 foot long crack near midspan. (08) 7th beam from west has 2 cracks on underside, 1 at North Abut. approx 6 feet long and the 2nd is about 2 feet long about 10 feet from south abutment. 7th beam from east has a 20 to 25 foot longitudinal crack 1/4+ inch wide along edge of beam. Beam 8 from the east has three longitudinal hairline cracks along bottom. Minor staining is occurring agt these cracks. Beam 4 from east has a 2 sq ft spall near midspan. Beam 3 from east has 1 sft spall 8' from south abut. West fascia no cracks noted but a wet line approx 3" from bottom possible water infiltration and future source if cracking and spalling. (06) Seventh beam in from east has 10 ft long crack on underside. Believe due to strand cover. Forth beam from west 1 ft long. crack at north abut with small rust stain. Heavy leaching bet 7, 8 & 9 from east. (04)
10. Paint SIA-59A	N	N	N	(08) (06) No. 8 cont. Moderate leaching bet beams 1 & 2 from west w/ stalagmites. 2 sft spall on 4th beam from east at midspan. (04)
11. Section Loss	N	N	N	(08) (06) (04)
12. Bearings	7			Not visible. (08) (06) (04)

SUBSTRUCTURE

13. Abutments SIA-60	7	7	7	Good condition. (08) Two cracks <1/16 inch in south abutment and three in north abutment. (06) Moderate leaching from both backwalls. (04)
14. Piers SIA-60	N	N	N	(08) (06) (04)
15. Slope Protection	8	8	8	Good condition. (08) Channel is covered with stone and wire mattress. (06) (04)
APPROACH				
16. Approach Pavt	8	7		Good condition. Minor cracks have been sealed. (08) (06) Guardrail has no reflectorized washers. (04)
17. Approach Shldr Swalks				Sidewalk in SE has settled 1 1/2"; Ne settled 1/2" NW settled 1" along with two flags of walk. (08) SE & NW sidewalk has a 1 1/2 inch settlement at bridge. SW quad has been wedged and good. NE quad has been wedged has 1/2" crack. (06) Condition = 8. (04)
18. Approach Slopes				(08) (06) Condition = 8. (04)

Facility MORRISH ROAD	Federal Structure ID 254659600009B01	Inspector Name eric johnston	Agency/Consultant rowe incorporated	Inspection Date 04/29/2008	Legend 9 New 7-8 Good 5-6 Fair 3-4 Poor 2 or Less Critical	
Feature SWARTZ CREEK	Latitude 42 57' 15.16"	Longitude 83 49' 54.69"	Struc Num 2868	Insp Freq 24		Insp Key KUYU
Location IN SWARTZ CREEK	Length 44	Width 58.73	Year Built 1975	Year Recon 		Br Type 5 5 7
<input type="checkbox"/> 04 <input type="checkbox"/> 06 <input type="checkbox"/> 08						NBI INSPECTION

19. Utilities (08)
Utility note same as 2006. (06)
Utility under water is functioning as a flow deterrent at water line - no problems noted at this time.
Condition = 5. (04)

20. Channel SIA-61 8 7 7 Visual, no scour. (08)
Visual, no scour. (06)
Visual - no scour, wire mattress in place. (04)

21. Drainage Culverts (08)
(06)
(04)

Guard Rail	Crit Feat Insp (SIA-92)	71 Watr Adeq	<input type="checkbox"/> 8	General Notes BEH Prestressed concrete box beam bridge.
36A <input type="checkbox"/> 1	Freq Date	72 Appr Align	<input type="checkbox"/> 8	
36B <input type="checkbox"/> 0	92A Frac Crit <input type="checkbox"/> <input type="checkbox"/>	Temp Supp	<input type="checkbox"/>	
36C <input type="checkbox"/> 0	92B Und. Watr <input type="checkbox"/> <input type="checkbox"/>	HI Ld Hit (M)	<input type="checkbox"/> 0	
36D <input type="checkbox"/> 0	92C Spl. Insp <input type="checkbox"/> <input type="checkbox"/>	Special Insp Equip.	<input type="checkbox"/> 2	
	Fatg Sntv. Insp <input type="checkbox"/> 0 -			

MDOT Bridge ID

2565964 0000902B01

Control Section

2565964 0..

NBI Bridge ID

25465960009B01

Struct Num

2868

Region

04

TSC

4D

County

25

City Resp

6596

City Location

6596

7- Facility Carried

MORRISH ROAD

6- Feature Intersected

SWARTZ CREEK

9- Location

IN SWARTZ CREEK

Latitude

42 57' 15.16"

Longitude

83 49' 54.69"

Owner

4

Maint Resp

4

Bridge History, Type, Materials

27 - Year Built	1975
106 - Year Reconstructed	
202 - Year Painted	
203 - Year Overlay	
43 - Main Span Bridge Type	5 05
44 - Appr Span Bridge Type	
77 - Steel Type	0
78 - Paint Type	0
79 - Rail Type	3
80 - Post Type	0
107 - Deck Type	2
108A - Wearing Surface	6
108B - Membrane	2
108C - Deck Protection	0

Structure Dimensions

34 - Skew	0
35 - Struct Flared	0
45 - Num Main Spans	1
46 - Num Apprs Spans	0
48 - Max Span Length	42
49 - Structure Length	44
50A - Width Left Curb/SW	5.91
50B - Width Right Curb/SW	5.91
33 - Median	0
51 - Width Curb to Curb	46.0
52 - Width Out to Out	58.73
112 - NBIS Length	Y

Inspection Data

90 - Inspection Date	04/29/2008
91 - Inspection Freq	24
92A - Frac Crit Req/Freq	N
93A - Frac Crit Insp Date	
92B - Und Water Req/Freq	N
93B - Und Water Insp Date	
92C - Oth Spec Insp Req/F..	N
93C - Oth Spec Insp Date	
176A - Und Water Insp Met..	1
58 - Deck Rating	6
58A - Deck Surface Rtg	6
59 - Superstructure Rating	5
59A - Paint Rating	N
60 - Substructure Rating	7
61 - Channel Rating	7
62 - Culvert Rating	N

Navigation Data

38 - Navigation Control	0
39 - Vertical Clearance	0
40 - Horizontal Clearance	0
111 - Pier Protection	
116 - Lift Brdg Vert Clear	

Route Carried By Structure(ON Record)

5A - Record Type	1
5B - Route Signing	5
5C - Level of Service	0
5D - Route Number	00000
5E - Direction Suffix	0
10L - Best 3m Unclr-Lt	0 0
10R - Best 3m Unclr- Rt	99 99
PR Number	
Control Section	0
11- Mile Point	0.0
12- Base Highway Network	0
13- LRS Route-Subroute	000.. -
19- Detour Length	4
20- Toll Facility	3
26- Functional Class	07
28A - Lanes On	4
29 - ADT	4468
30 - Year of ADT	2004
32- Appr Roadway Width	46.0
32A/B - Ap Pvt Type/Width	4 47.0
42A- Service Type On	5
47L - Left Horizontal Clear	0.0
47R- Right Horizontal Clear	46.9
53- Min Vert Clr Ov Deck	99 99
100- STRAHNET	0
102 - Traffic Direct	2
109 - Truck %	2
110 - Truck Network	0
114 - Future ADT	6639
115 - Year Future ADT	2024
Freeway	0

Structure Appraisal

36A- Bridge Railing	1
36B-Rail Transition	0
36C- Approach Rail	0
36D- Rail Termination	0
67- Structure Evaluation	5
68- Deck Geometry	2
69- Underclearance	N
71- Waterway Adequacy	8
72- Approach Alignment	8
103- Temporary Structure	
113- Scour Criticality	7

Miscellaneous

37- Historical Significance	5
98A- Border Bridge State	
98B- Border Bridge %	
101- Parallel Structure	N
EPA ID	
Stay in Place Forms	

Route Under Structure(UNDER Record)

5A - Record Type	
5B - Route Signing	
5C - Level of Service	
5D - Route Number	
5E - Direction Suffix	
10L - Best 3m Unclr-Lt	
10R- Best 3m Unclr- Rt	
PR Number	
Control Section	
11- Mile Point	
12- Base Highway Network	
13- LRS Route-Subroute	
19- Detour Length	
20- Toll Facility	
26- Functional Class	
28A - Lanes Under	
29 - ADT	
30 - Year of ADT	
42B- Service Type Under	5
47L - Left Horizontal Clear	
47R- Right Horizontal Clear	
54A - Left Feature	N
54B- Left Underclearance	99 99
54C- Right Feature	N
54D- Right Underclearance	99 99
Under Clearance Year	
55A - Reference Feature	N
55B- Right Horiz Clearance	327.8
56- Left Horiz Clearance	0
100- STRAHNET	
102 - Traffic Direct	
109 - Truck %	
110 - Truck Network	
114 - Future ADT	
115 - Year Future ADT	
Freeway	

Proposed Improvements

75 - Type of Work	37	1
76- Length of Improvement	44	
94- Bridge Cost	320	
95- Roadway Cost	92	
96- Total Cost	412	
97- Year of Cost Estimate	2008	

Load Rating and Posting

31- Design Load	6
41- Open, Posted, Closed	A
63- Oper Rtg Method	1
64F- Fed Rtg Method	57
64M- Mich Oper Rtg	9 89
65- Inv Rtg Method	1
66- Inventory Load	36
70- Posting	5
141- Posted Loading	
195- Analysis ID	
193- Overload Class	

Facility	Federal Structure ID	Inspector Name	Agency/Consultant	Inspection Date			
MORRISH ROAD	254659600009B01	eric johnston	rowe incorporated	04/29/2008			
Feature	Latitude	Longitude	Struc Num	Insp Freq	Insp Key		
SWARTZ CREEK	42 57' 15.16"	83 49' 54.69"	2868	24	KUYU		
Location	Length	Width	Year Built	Year Recon	Br Type	Scour Eval	No.Pins
IN SWARTZ CREEK	44	58.73	1975		5	5	7

THERE ARE NO CoRe ELEMENTS FOR THIS STRUCTURE

WORK RECOMMENDATIONS

CREW RECOMMENDATIONS			CONTRACT RECOMMENDATIONS	
Deck Patching	H	Repair curb/sidewalk on bridge.	Bridge Replacement	-1
Approach Pavement			Superstructure Replacement	-1
Joint Repair			Deck Replacement	M Replace Superstructure
Railing Repair	M	Repair guard rail impacts.	Overlay	
Detailed Insp			Widen	
Zone Paint			Paint	
Substr. Repair	M	Cracks are migrating in bottom of box beams. Monitor this situation with attention to staining through the cracks.	Zone Paint	
Slope Repair			Pin and Hanger	
Brush Cut			Substructure Repair	
Other Crew Work	H	Repair sidewalk trip hazard.	Other Contract Work	



Looking South across Morrish Road Bridge



West Side of Morrish Road Bridge



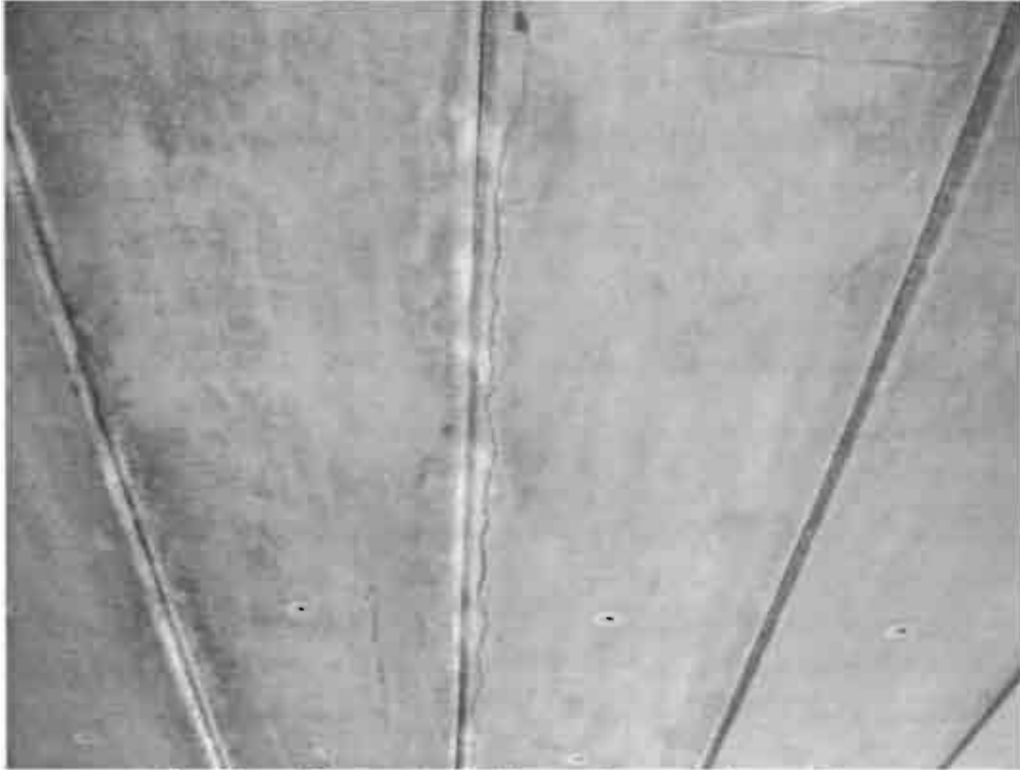


Deterioration of Curb/Sidewalk



Cracking of Beam underside and Rust Stains

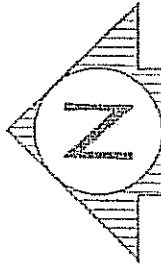
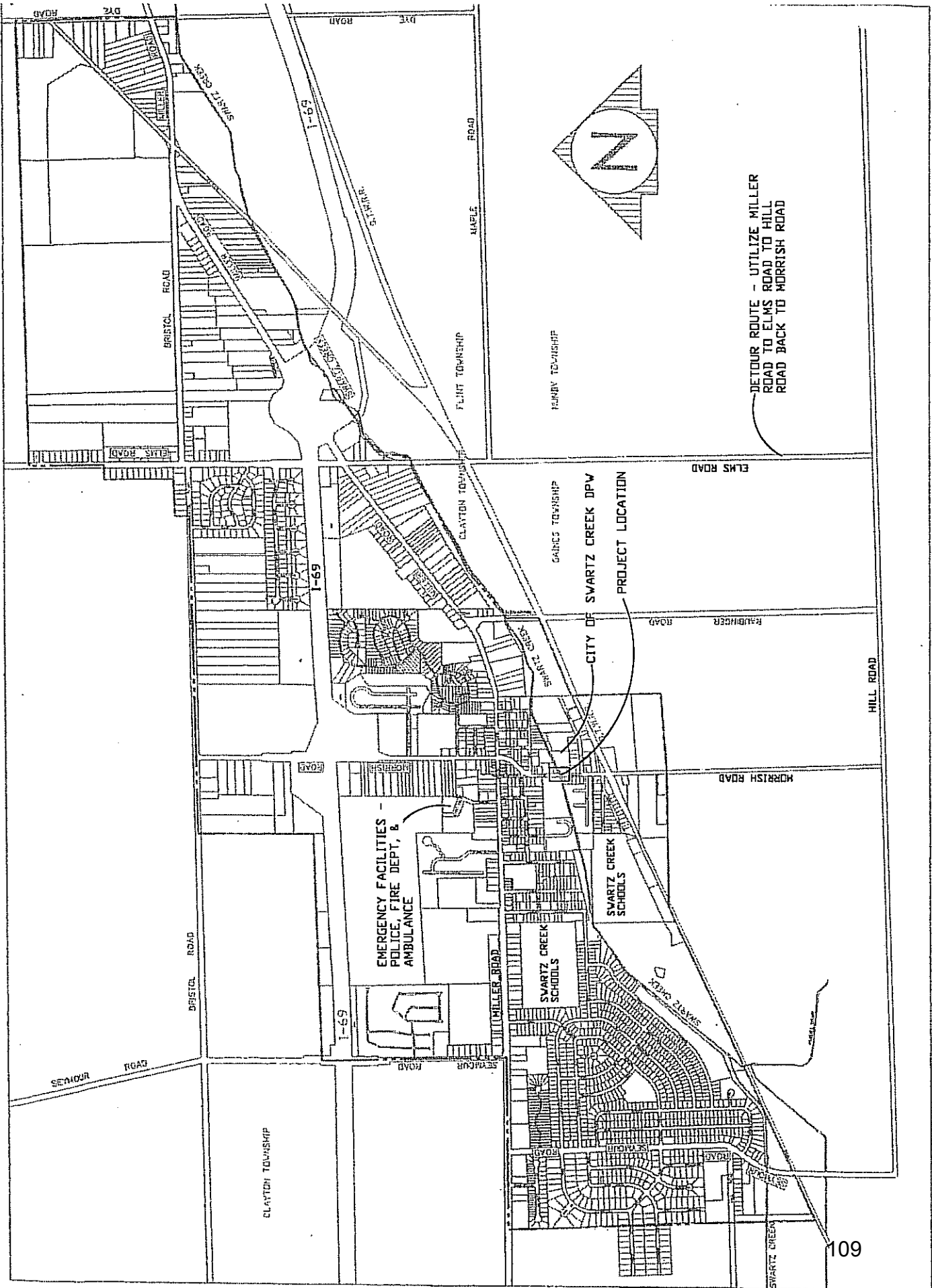




Cracking of Beam Underside at Midspan and rust stains



View of typical cracking and patch on Bridge Surface



DETOUR ROUTE - UTILIZE MILLER ROAD TO ELMS ROAD TO HILL ROAD BACK TO MORRISH ROAD

EMERGENCY FACILITIES -
POLICE, FIRE DEPT, &
AMBULANCE

CITY OF
SWARTZ CREEK DPW
PROJECT LOCATION

SWARTZ CREEK
SCHOOLS

SWARTZ CREEK
SCHOOLS

Economic Vitality Incentive Program Certification of Consolidation of Services

Issued under authority of Public Act 63 of 2011. Filing is mandatory to qualify for payments.

Each city/village/township applying for Consolidation of Services payments must:

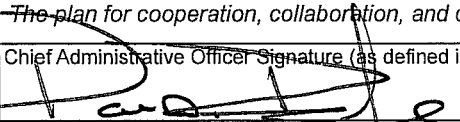
1. Certify to the Michigan Department of Treasury (Treasury) that the local unit listed below has produced and made readily available to the public, a plan to increase its existing level of cooperation, collaboration, and consolidation of services (either within the jurisdiction or with other jurisdictions). The plan shall include a listing of any previous services consolidated with the cost savings realized from each consolidation and an estimate of potential savings for any new service consolidations being planned.
2. Submit to Treasury a copy of the plan to increase cooperation, collaboration, and consolidation of services.

This certification, along with a cooperation, collaboration, and consolidation plan, **must be received by January 1, 2012** (or the first day of a payment month) in order to qualify for that month's payment. Post mark dates will not be considered. For questions, call (517) 373-2697.

PART 1: LOCAL UNIT INFORMATION

Local Unit Name City of Swartz Creek	
Local Unit Code 25080	Local Unit County Genesee
Contact Name Juanita Aguilar	Contact Telephone Number 810-635-4464

PART 2: CERTIFICATION

<i>In accordance with Public Act 63 of 2011, the undersigned hereby certifies to Treasury that by January 1, 2012, the above mentioned local unit has produced and made readily available to the public a plan to increase cooperation, collaboration, and consolidation of services. The plan for cooperation, collaboration, and consolidation of services is attached to this signed certification.</i>	
Chief Administrative Officer Signature (as defined in MCL 141.422b) 	
Title Paul Bueche, City Manager	Date DECEMBER 22, 2011

Completed and signed forms (including required attachments) should be e-mailed to: TreasORTA@michigan.gov

If you are unable to submit via e-mail, mail the completed form and required attachments to:

Michigan Department of Treasury
Office of Revenue and Tax Analysis
PO Box 30722
Lansing MI 48909

Treasury Use Only		
EVIP Eligible Y N	Certification Received	EVIP Notes
Final Certification	Plan Received	



Paul Bueche

City Manager

pbueche@cityofswartzcreek.org

22-December-2011

Michigan Department of Treasury
Office of Revenue and Tax Analysis
P.O. Box 30722
Lansing, Michigan 48909

Re: **E.V.I.P. Certification, PA 63 of 2011**

Dear **Treasury Department**,

Please accept this correspondence as the City's compliance with Public Act 63 of 2011, more commonly referred to as the "*Economic Vitality Incentive Program, Certification of Consolidation of Services*".

As a historical effort to reduce and contain costs, the City;

1. Continues to operate a joint Fire Department with neighboring Clayton Township. The agreement functions under the Urban Cooperation Act, the combined Fire Authority dating back to pre 1960's (*circa*).
2. Continues to belong to a county-wide consortium for 911 dispatch services.
3. Continues participation in sectional law enforcement cooperatives for narcotics enforcement (F.A.N.G.) and auto theft enforcement (G.A.I.N.)

In the summer of 2011, the City of Swartz Creek and the Townships of Flint and Mundy began exploring a combined services initiative for police, fire, building and assessing. To date, the following actions towards this goal have been taken;

1. Numerous meetings held between consulting firm Plante-Moran, the City and the two Townships. Development of a Plante-Moran consulting proposal for a feasibility study (copy attached).
2. A joint public meeting between all three elected boards (minutes attached) reviewing and editing the feasibility study.
3. Submittal for M.M.L. – E.V.I.P. 50% grant funding for the study (resolutions attached, funding denied due to availability).
4. Various Fall 2011 meetings between the City and Townships. Plans going into 2012 are to secure another R.F.P. Bid and proceed with one-third cost sharing for the feasibility study.

Should you need additional, please feel free to contact me. In advance, your time and attention is appreciated.

Sincerely,

PAUL BUECHE

City Manager
(810)-635-4464

Appropriation & Authorization, MML Professional Services Agreement, Shared Services Initiative

Resolution No. 110725-08

(Carried)

Motion by Mayor Pro-Tem Krueger
Second by Councilmember Hurt

I MOVE THE CITY OF SWARTZ CREEK ADOPT

A resolution authorizing execution of a Professional Services Agreement with the Michigan Municipal League Foundation to secure technical services for business case analysis, and implementation planning in the amount of \$25,000.

The City of Swartz Creek does resolve as follows:

The Mayor is hereby authorized to execute a Professional Services Agreement with the Michigan Municipal League Foundation in the amount of \$25,000 for technical services which include a business case analysis and implementation planning for shared services in collaboration with the Mundy Charter Township and Flint Charter Township.

NOW THEREFORE BE IT RESOLVED, the City of Swartz Creek Council hereby adopts Resolution No. 110725-8G.

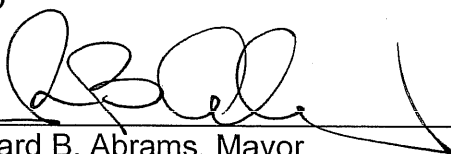
AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

Dated: 25 Aug 2011


Richard B. Abrams, Mayor

I, Juanita Aguilar, City Clerk for the City of Swartz Creek, do hereby certify that Resolution No. 110725-8G was duly adopted at a Special Board Meeting of the City of Swartz Creek, held on July 25, 2011.

Dated: 8/25/11


Juanita Aguilar, City Clerk

There was a discussion.

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

CHARTER TOWNSHIP OF MUNDY

RESOLUTION NO. 11-10

A resolution authorizing execution of a Professional Services Agreement with the Michigan Municipal League Foundation to secure technical services for business case analysis, and implementation planning not to exceed the amount of twenty-five thousand dollars.

The Charter Township of Mundy does resolve as follows:

The Township Supervisor is hereby authorized to execute a Professional Services Agreement with the Michigan Municipal League Foundation not to exceed the amount of twenty-five thousand dollars (\$25,000) for technical services which include a business case analysis and implementation planning for shared services in collaboration with the City of Swartz Creek and Flint Charter Township.

NOW THEREFORE BE IT RESOLVED, the Charter Township of Mundy Board of Trustees hereby adopts Resolution No. 11-10.

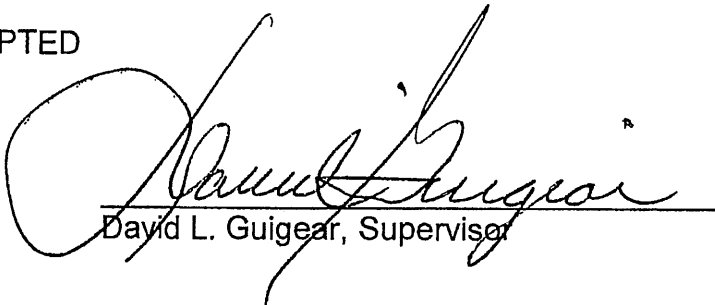
AYES: David L. Guigear, Tonya L. Ketzler, Joe Oskey, Mark Frost, Betty Harrison, and Dennis Owens

NAYS: Bill Morey

ABSENT: None

RESOLUTION DECLARED ADOPTED


Dated: July 25, 2011



David L. Guigear, Supervisor

I, Tonya Ketzler, Clerk of the Charter Township of Mundy, do hereby certify that Resolution No. 11-10 was duly adopted at a Regular Board Meeting of the Charter Township of Mundy Board of Trustees held on July 25, 2011.

Dated: July 25, 2011



Tonya L. Ketzler, Clerk

CHARTER TOWNSHIP OF FLINT

RESOLUTION NO. 080111A

A resolution authorizing execution of a Professional Services Agreement with the Michigan Municipal League Foundation to secure technical services for a business case analysis, and implementation planning not to exceed the amount of twenty-five thousand dollars.

The Charter Township of Flint does resolve as follows:

The Township Supervisor is hereby authorized to execute a Professional Services Agreement with the Michigan Municipal League Foundation not to exceed the amount of twenty-five thousand dollars (\$25,000) for technical services which include a business case analysis and implementation planning for shared services in collaboration with the City of Swartz Creek and Mundy Charter Township.

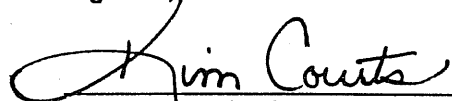
NOW THEREFORE BE IT RESOLVED, the Charter Township of Flint Board of Trustees hereby adopts Resolution No. 080111A.

AYES: 5
NAYS: 2
ABSENT: 0

RESOLUTION DECLARED ADOPTED

I, Kim Courts, Clerk of the Charter Township of Mundy, do hereby certify that Resolution No. 080111A was duly adopted at a Regular Board Meeting of the Charter Township of Flint Board of Trustees held on August 1, 2011.

Dated: 08/01/11



Kim Courts, CMC, Clerk

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE SPECIAL COUNCIL MEETING
DATE 07/20/2011**

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

Pledge of Allegiance was led by Supervisor Guigear.

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

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

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

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

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

Page 1 of 2

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

MEMBERS PRESENT

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

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

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

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

PRESENTATION BY PLANTE & MORAN – C. Andrysiak

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

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

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

PUBLIC COMMENT

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

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

MINUTES OF THE CHARTER TOWNSHIP OF MUNDY
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Page 2 of 2

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

ADJOURNMENT

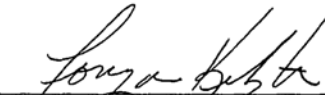
The meeting was adjourned at 7:50pm.

Respectfully Submitted,

7-27-2011

Dated
TK/aeb

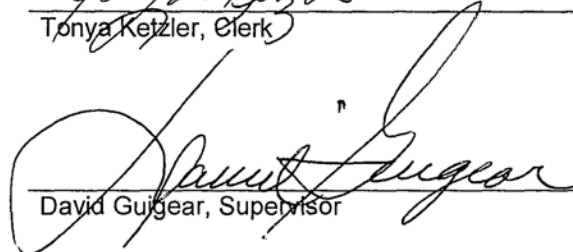
Approved:



Tonya Ketzler, Clerk

7-26-2011

Dated
DG/aeb



David Guigear, Supervisor

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

26 July 2011

Dated



Amanda EW Bastuk, Deputy Clerk

MINUTES OF THE CHARTER TOWNSHIP OF MUNDY
MULTIJURISDICTIONAL MEETING WITH
THE CHARTER TOWNSHIP OF FLINT
AND THE SWARTZ CREEK CITY COUNCIL
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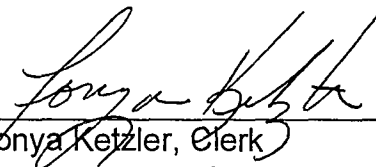
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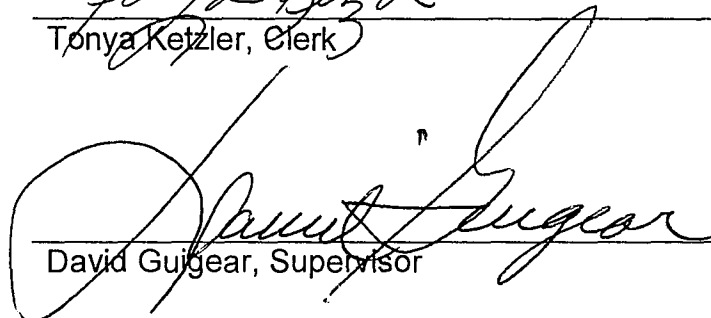
Dated
TK/aeb
Approved:



Tonya Ketzler, Clerk

7-26-2011

Dated
DG/aeb



David Guigear, Supervisor

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

26 July 2011

Dated



Amanda EW Bastuk, Deputy Clerk

ATTENDANCE LIST

CHARTER TOWNSHIP OF MUNDY BOARD OF TRUSTEES

JOINT MEETING WITH

CHARTER TOWNSHIP OF FLINT BOARD OF TRUSTEES

AND

THE SWARTZ CREEK CITY COUNCIL

July 20, 2011 @ 6:00 p.m.

NAME	ADDRESS
1. <u>CAROLYN KENNEDY</u>	<u>1503 W. Judd Rd., Flint 07</u>
2. <u>Melita Lewis</u>	<u>1423 Conway St</u>
3. <u>Ralph Lewis</u>	<u>- " "</u>
4. <u>Reynolds</u>	<u>8373 Miller Rd, S.C.</u>
5. <u>Betty Binder</u>	<u></u>
6. <u>Kenia Sneyen</u>	<u>5392 Prindick Rd, S.C.</u>
7. <u>Tommy Butler</u>	<u>40 Somerset Swartz Creek ^{7 Mundy Dr}</u>
8. <u>MARON DUNN</u>	<u>4004 YUMME DR</u>
9. <u>Russ Riley</u>	<u>9118 McCall GB</u>
10. <u>Stacie Riley</u>	<u>9118 McCall GB</u>
11. <u>Michael Binder</u>	<u>5206 Gateway Centre</u>
12. <u>Stephen Joph Jr</u>	<u>44 Macomb Place, Macomb</u>
13. <u>MARCO SERRANO</u>	<u>-</u>
14. <u>Bob Weber</u>	<u>789 Linda Road, Flint 07</u>
15. <u>Garrett Clayton</u>	<u>1306 Wilson Dr, Flint</u>
16. <u>Sandy Wright</u>	<u></u>

ATTENDANCE LIST

CHARTER TOWNSHIP OF MUNDY BOARD OF TRUSTEES

JOINT MEETING WITH

CHARTER TOWNSHIP OF FLINT BOARD OF TRUSTEES

AND

THE SWARTZ CREEK CITY COUNCIL

July 20, 2011 @ 6:00 p.m.

NAME	ADDRESS
1. <u>Richard Adams</u>	<u>5353 Mispered Dr</u>
2. <u>Bart Adams</u>	<u>" "</u>
3. <u>DAVE ARCEO</u>	<u>FLINT TWP</u>
4. <u>JOHN JUNGE</u>	<u>5004 MURRAY ST</u>
5. <u>Ray Keaspi</u>	<u>5317 WYNONA AVE GERRARD</u>
6. <u>John Gries Jr</u>	<u>1175 Parklane Cr. GERRARD</u>
7. <u>J D EYM</u>	
8. <u>Steve Shumaker</u>	<u>76146 Country Meadow</u>
9. <u>Kishla Chapman</u>	
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____



Plante & Moran is a leading provider of professional services to more than 200 governmental clients in Michigan and across the nation.

We bring a balance of technical expertise, industry insight, and commitment to our customers that is unparalleled.

Flint Area Shared Public Services Initiative Project

Serving the communities of:

The City of Swartz Creek
Flint Township
Mundy Township

July 14, 2011

plante
moran

Project Scope

Plante & Moran will work closely with City and Township management and staff members to review the operations and financial costs of providing Assessing and Building Department & Police and Fire services to the entire region, with the following objectives:

- 1) Feasibility to consolidate assessing and building department functions, considering the following:
 - Current programs and special services
 - Possible expansion of services
 - Staffing levels, management structure
 - Building code standardization
- 2) Feasibility to consolidate police departments, considering the following:
 - Current programs and special services
 - Possible expansion of services
 - Staffing levels, management structure
 - Police stations – number, location and size
 - Shared facilities, including lock-up
 - Vehicles and equipment
 - Human resource issues, including labor agreements, wages, benefits, retirement options, medical and pension liabilities
 - Asset value; facilities and equipment
 - Funding/cost sharing formulas
 - Administrative Support functions (e.g. payroll, IT, HR, etc)
- 3) Feasibility to consolidate fire services, considering the following:
 - Current programs and services
 - Possible expansion of services
 - Staffing levels, management structure
 - Fire stations - number, location and size
 - Apparatus, distribution among the stations
 - Staffing levels, distribution among stations
 - Human resource issues, including labor agreements, wages, benefits, retirement options, medical and pension liabilities
 - Asset value, facilities and equipment
 - ISO ratings
 - Funding/cost sharing formulas
 - Administrative support functions (e.g. payroll, IT, HR, etc.)
- 4) Identification of other public safety resource sharing options to consider:
 - Training programs
 - Shared fleet and apparatus maintenance
 - Joint administration
 - Technical rescue/ hazmat
 - Automatic mutual aid
 - Fire prevention and possible consolidation of fire codes

A. Business Case Analysis: Development and Communication Strategies

The business case analysis will be compiled in a report to clearly indicate the impact to each community and the major stake holders. To accomplish these objectives, we propose the following project activities:

1. Project Initiation

Plante & Moran will work with the project sponsor(s) to schedule and invite key project stakeholders to a project kick off meeting to review and confirm the project scope, examine the project work plan, identify stakeholder expectations, further develop a schedule of project activities, and identify plans to mitigate potential project risks. We anticipate that a team of representatives from all participating communities will serve as the project Steering Committee for this initiative.

2. Document Review

Plante & Moran will review existing documentation to gain a comprehensive understanding of all police and fire organizations included in this review. The following list, while not all-inclusive, details the key information we will review for each agency included in the analysis:

- Organizational charts (Assessing, Building, Police and Fire department staffing detail)
 - Reporting relationships
 - Rank structure
 - Levels of authority
- Staffing levels and policies
- Shift schedules, recommend and/ or minimum staffing levels
- Job descriptions
- Operating policies and procedures
- Performance and benchmark standards and objectives
- Current and planned technology systems documentation
- Current operating budget detail with funding sources for all communities
- Workload and performance metric statistics for each department including the following:
 - Building code inspections/enforcement activities
 - Parcel volume
 - Annual assessments
 - Annual calls for service (i.e. police and fire runs/ calls for service)
 - Distribution between incoming and officer initiated calls for service
 - Distribution between Fire EMS/ Rescue calls for service
 - Calls by type, frequency, distribution, and priority
 - Call volumes by hour of day and day of week
 - Response time statistics
 - Average time to complete a call for service
- Capital Equipment
- Contractual or other collaborative agreements
- ISO Report(s)/ Rating(s)

3. Leadership Interviews

Plante & Moran will conduct interviews with key leadership staff from all three communities. We anticipate 20 to 25 interviews within the overall context of the engagement to gather the required information. Interviews will be held in either group or individual format, as applicable.

Swartz Creek

- City Manager (1)
- Mayor (1)
- Elected Officials (1-2)
- Assessor (1)
- Building Official (1)
- Fire Chief/ Administration (1)
- Police Chief/ Administration (1)

Flint Township

- Township Manager/ Supervisor (1)
- Elected Officials (1-2)
- Assessor (1)
- Building Official (1)
- Fire Chief/ Administration (1)
- Police Chief/ Administration (1)

Mundy Township

- Township Manager/ Supervisor (1)
- Elected Officials (1-2)
- Assessor (1)
- Building Official (1)
- Fire Chief/ Administration (1)
- Police Chief/ Administration (1)

Additional personnel, or elected officials, may be added to this list, as necessary, to gain an understanding of current operations and desired study outcomes, up to a maximum of 25 interview sessions.

4. Community Site Visits

Once the preliminary data has been reviewed, Plante & Moran will meet with all departments independently to supplement our data collection activities. During the site visits, Plante & Moran will conduct on-site interviews with staff from each department to evaluate current processes, staffing, workload, systems, resources, and equipment. This work-plan step is intended to build upon the initial document review and provide a more detailed view of the current operations, technology, services, finances and facilities. Technology and facility infrastructure information will be gathered by a combination of methods, including documentation as well as discussion with agency personnel and technology vendors, as required.

Examples of the information we will look to secure include but are not limited to the following:

Operational and Facility

- Staffing information (position, shift, qualifications, seniority, pay range, annual budget)
- Operational issues (e.g. scheduling for assessing and building department(s), proactive code enforcement activities, recruiting and retaining police officers/fire fighters/ paramedics, 24x7 coverage, patrol vs. special unit designations, current service level comparisons by community, current response time statistics, separate equipment operators/paramedics, dedicated fire operator positions (by apparatus), hospital transport arrangements, advanced life support vs. basic life support considerations, ISO ratings)
- Schedules (holiday, leave, work day)
- Statistics (parcel volumes, inspection/enforcement activities, average response times, incoming police and fire run volumes, percentage of incoming vs. officer initiated incidents, calls for service vs. tickets, percentage of fire vs. EMS/ Rescue calls, utilization by station, department, region)
- Current service level performance data / Current service level expectations
- Population growth statistics – current, 5 year, 10 year
- Facility information (square footage, fleet location and space, number of truck bays, maintenance space/ area, training space, administrative offices, etc.)
- Expansion/ re-deployment capability of existing facilities
- Age and upkeep of existing facilities

Technological

- Assessing systems
- Building department systems
- Radio systems infrastructure
- System discovery (type, age, channels/trunks, number and type of endpoints)
- Radio users
- Ancillary system (Pagers, Weather Alert Sirens, Toning/call out)
- Public safety Information Systems infrastructure
- Police and fire records management system and tracking capabilities
- Management information reporting
- Information sharing, if any
- Annual maintenance expenditures/Anticipated upgrades
- System documentation

Financial

- 3-year monthly and annual historical operating costs, including training funds, current and next year expense detail (5 year total)
- 3-year historical capital budget for fire operations, current and next year expense detail (5 year total)
- 3-year historic revenue streams and funding sources, current and next year revenue projections (5 year total)
- Long term capital outlay projections
- Existing pension, healthcare liability

- Taxable value for each community
- Current funding sources

5. Data Compilation and Review

Plante & Moran will analyze the assembled data in order to determine the feasibility of creating regional assessing, building, police and fire service delivery model(s), considering both long term and short term opportunities for service sharing/ consolidation. We intend to address the following:

- Primary options for approaching a regional assessing/building and police/ fire operation(s) and related implications, including evaluation of the following:
 - Operations
 - Staffing
 - Technology
 - Finances
- Evaluation of governance options, including but not limited to:
 - Legal options
 - Authority vs. Inter-Governmental Agreement
 - Board structure and committees
 - Decision-making procedures
 - Funding /cost allocation formulas
- Evaluation of facilities options, including but not limited to:
 - Expansion/ renovation capability of existing facilities
 - “Ideal” station location vs. existing station location
 - Base of operations
 - Required space needs
 - Administrative operations space requirements
 - Projected facility expenditures

6. Service Delivery Options and Recommendation Development

Upon completion of our analysis, Plante & Moran will review and evaluate the possible methods of service delivery through service sharing and consolidation. Plante & Moran will develop recommendations pertaining to the feasibility and initial design of consolidating the operations under review, including assessing, building department functions, police and fire operations. Operational, technological, financial, facility and governance information will be addressed and analyzed in developing appropriate project recommendations. The ultimate intent of this work-plan is to develop an overview of the proposed consolidated operations, in order to forecast the key technological, operational, financial, facility and governance features of the proposed environment and offer suggestions regarding its implementation. The data collected during the course of the project will be analyzed in this step to identify the impact of consolidation on the participating communities. Plante & Moran will review the service delivery models with the Project Steering Committee in a visioning session for initial operational feasibility before conducting a financial analysis. Topics to be included in our analysis may include but not be limited to the following:

- Base service demand
 - Geography (GIS)

- Service Types (Assessing, Code enforcement, Police, lock-up, Fire, EMS, Animal control, etc.)
- Volumes (Dispatch data, GIS, other data sources)
- Rank and management structure
 - Management structure
 - Administrative staffing
 - Location/station assignments
 - Community coverage
 - Skill set requirements
- Operations
 - Assessing operations
 - Building Department operations
 - Police
 - Patrol
 - Detective Bureau
 - Records
 - Special Operations
 - Administration
 - Animal Control
 - Other
 - Fire
 - ALS/transport
 - Firefighter training
 - Fire prevention
 - Apparatus maintenance
 - Other
- Station deployment, major apparatus, vehicles and equipment (Police and Fire only)
 - Placement
 - Response time
 - Supply and demand
- Support functions
 - Accounting / Payroll
 - Information Technology
 - Human Resources
 - Facilities Maintenance
 - Equipment maintenance
- Governance options
 - Inter-governmental agreement
 - Authority
 - Public Safety administration
- Gap analysis
 - Determine service level and financial implications
 - Identify impact by community
 - Develop the ROI analysis

7. Financial Analysis

Upon approval from the Project Steering Committee, Plante & Moran will compile a financial analysis of the shared service/ consolidation options available to the communities participating in the study. Revenues and expenditures will be considered and modeled in this step to assist in determining the financial impacts to the participating communities, including the following items:

- Current costs
- Estimated costs
- Projected savings
- Assumptions
- Revenue sources, if applicable
- Asset transfer pricing, if applicable

8. Visioning Session(s)

Plante & Moran will meet with the Project Steering Committee to discuss the findings to date and the results of our analysis to date. We anticipate two sessions to discuss the core service sharing/ consolidation issues and timing, including but not limited to the following:

- Governance – board structure, community representation, entry/exit
- Legal options – intergovernmental agreement, authority, contract, etc.
- Organizational bylaws
- Cost/savings sharing and funding formulas
- Financial impacts
- Expansion considerations
- Service levels
- Implementation considerations

We anticipate one session to address the overall findings to date and preliminary thoughts/ recommendations regarding a regional service delivery system for different services, including assessing, building department activities, police and fire. After the initial session, Plante & Moran will compile the financial analysis for presentation to the Steering Committee at a future session. The feasibility of combining operations, as well as any major impediments will be identified and discussed. The intent of these sessions is to gain concurrence regarding the shared service opportunities to include in the business case analysis and to identify any areas for further analysis and refinement, as the best course of action for regional operations is evaluated and recommended.

9. Business Case Analysis

Plante & Moran will refine the recommendations pertaining to the feasibility and initial design of regional service delivery model(s). The intent of the business case is to develop an overview of the proposed shared service opportunities and strategic collaboration in order to forecast the key operational, financial, technological, facility, and governance features of the proposed environment.

The data collected during the course of the project, along with the input of the Project Steering Committee, will be analyzed in this step to identify the impact of collaboration on the participating communities.

Plante & Moran will review the business case with the participating communities to determine whether to continue with implementation of the proposed strategies in the business case. Our analysis may include, but not be limited to discussion of the following key topics:

Operational Model and Facilities

- Organization structure
- Roles and responsibilities
- Projected joint workload volumes, including police and fire run volumes
- Staffing requirements by position
- Staff training requirements
- Service levels/expectations
- Growth projections
- Base of operations
- Facility option considerations

Technological Environment

- Assessing and/or building department systems
- Radio system implications
- Joint Fire CAD/RMS system implications (if any)
- Auxiliary systems
- Administrative systems
- Back-up system implications

Governance and Expansion Options

- Preferred governance option
- Decision-making structure
- Member/User expansion methods (operational and financial)

Financial Estimates

- Projected cost streams for independent operations
- Projected cost stream for combined operations
- Service sharing opportunity cost savings
- Financial implications impact on the three communities
- Cost allocation and funding methodologies

Time to Complete: 90-120 days

B. Implementation plan

Upon approval to move forward with the implementation of shared service/ consolidation options, Plante & Moran will create a project work plan with the steps that need to be completed to reach implementation. As part of this phase of the engagement, Plante & Moran will also perform the following project steps:

1. *Define Governance Agreement*

Plante and Moran will conduct a presentation of the governance options available to the participating agencies. The presentation will outline the available options and elicit discussion of the preferred option(s) for the region, including the following:

- Governance – board structure, community representation, entry/exit strategies
- Legal options – intergovernmental agreement, authority, contracts, etc.
- Organizational bylaws

The draft intergovernmental agreement(s) will not be drafted by Plante & Moran as part of the scope of this engagement. It is recommended that the participating communities utilize internal or external legal counsel for the creation of the agencies' articles of incorporation.

2. *Develop Service Agreements*

Working in conjunction with the Project Steering Committee staff, Plante & Moran will further define and develop the service level operating agreements detailing the services to be provided by the defined shared entities, and the location or station(s) that these services will be based from.

3. *Finalize Detailed Organizational Chart and Staffing Approach*

After agreement regarding the detailed services, the project team will refine the staffing approach and create a detailed organizational chart for the new, shared departments.

4. *Finalize Financial Feasibility*

Upon completion of the detailed staffing approach, Plante & Moran will finalize the financial feasibility analysis including the expected per-community costs of consolidation and potential savings as a result of the collaborative efforts. Plante & Moran will provide the results to each respective department for use in future budgeting and benchmarking efforts.

5. *Finalize Implementation Plan*

Plante & Moran will finalize the remaining steps that need to be completed in order to implement the shared service/ consolidation agreement per the defined timeline of the Project Steering Committee. Plante & Moran will work with the Steering Committee to assign a lead person to each project step and the associated timelines needed to complete each project step through project implementation. Topics to be included minimally include the following:

- Governance
- Asset Transfer
- Labor agreements – under new legislative structure
- Pension and Healthcare Issues
- Communications plan
- Public authorization if needed

Time to Complete: 30-45 days

Plante & Moran Overview

Founded in 1924, Plante & Moran, PLLC is one of the largest management consulting and public accounting firms in the United States. Plante & Moran, PLLC operates as a partnership with a staff of over 1,600 persons organized into four major service areas: Management Consulting, Accounting and Auditing, Tax Consulting, and Personal Financial Planning Services.

Today, Plante & Moran's Management Consulting Services Group is a versatile, general purpose consulting organization consisting of more than 150 consulting professionals that has a proven track record in providing quality professional services. Our emphasis and commitment to management consulting has resulted in the extension of the consulting practice into all major aspects of administrative and policy issues of government organizations.

Our Management Consulting Services Group is centrally organized and administered from our headquarters in Southfield, Michigan but our consultants are dispersed throughout the region in our various offices. This arrangement enables us to provide very responsive and cost effective services to throughout Michigan. It also enables us to centrally assemble multi-disciplinary teams of consulting professionals to serve client needs on particular projects.

Plante & Moran has become a leader in providing services to governmental organizations. We presently work with well over 200 city and county governments throughout the U.S. Our professionals have made substantial commitments to working with local, county and state government agencies. Our extensive experience with governmental clients has enabled us to assemble a project team that we believe is uniquely qualified to perform the proposed project.

Organization – Government Consulting Services

Due to our broad governmental client base, we are able to devote the necessary time to specialize and thus provide maximum service. To assist us in this specialization, staff from our firm are members of numerous municipal government professional associations that have a focus on the application of technology for government including:

- **Michigan Local Government Managers Association (MLGMA)**, an organization comprised of local government managers across the State to address current issues and best practices in management of municipal resources.
- **International City/County Management Association (ICMA) Strategic Partner**, a national and international organization comprised of local government managers and private sector partners to address cutting edge issues in the delivery of public sector services and best practices in public administration.
- **Government Finance Officers Association (GFOA)**, an organization composed of finance directors with the goal of improving knowledge, skills and performance, while offering you the high quality support on which today's finance officer thrives.
- **Government Management and Information Sciences (GMIS)**, an organization composed of municipal information technology directors with a primary goal to foster a unified effort among government entities to integrate and disseminate their respective research and design efforts in the area of automated information sciences.

As a result of our continuing involvement with government organizations at all levels, we have acquired in-depth knowledge and experience in dealing with relevant technical, operational and procedural issues, particularly those related to service consolidation. This experience and knowledge and our

commitment to assure objectivity and a high level of independence are fundamental to our proven and consistent ability to meet the needs of our governmental clients.

Plante & Moran Public Sector Service Sharing Qualifications

Plante & Moran has been providing service sharing / consolidation consulting services for the last ten years. We provide the full-range of services related to the governance, operations, financial, technological, facilities and legal aspects related to the implementation of shared services initiatives. These experiences have included projects related to public safety (fire, EMS, police), administrative services, information technology services, department of public works, and full city consolidations. Plante and Moran has worked with over 50 police and fire departments in Michigan over the past several years to address their operational service sharing needs. We have been a leader in evaluating and presenting the concept of cost reduction, service delivery preservation, and service sharing, collaboration and consolidation within the police and fire service. We also testified before the State Legislature Committee on Inter-Governmental Cooperation in 2009 regarding fire service consolidation and can provide you with our presentation as a supplemental document upon request.

Through these experiences we have been able to derive best practices associated with the design and implementation of shared services agreements. Our approach is designed to identify and assess both the advantages and disadvantages of these service options, including the full range of relevant cost, service and management issues. Recently, we assisted with the establishment of the South East Regional Emergency Services Authority (SERESA), an independent fire authority consisting of the cities of Eastpointe, Roseville, and St. Clair Shores in Southeast Michigan, which began joint service in December 2010.

A partial listing of clients that we have assisted in providing services related to shared services feasibility and / or implementation within the state of Michigan is as follows:

City of Ann Arbor	Armada Township	City of Birmingham
Bloomfield Township	Clinton Township	City of East Lansing
City of Eastpointe	City of Farmington	City of Farmington Hills
City of Ferndale	City of Fraser	City of Harper Woods
Groveland Township	Grand Haven Township	Grand Traverse Metro Fire Department
Harrison Township	Independence Township	City of Lansing
City of Madison Heights	North Oakland County Fire Authority	City of Novi
City of Richmond	Richmond Township	City of Roseville
City of Royal Oak	City of Saugatuck	Saugatuck Township
Scio Township	City of St. Clair Shores	City of Troy
City of Walled Lake	City of Wixom	City of Wolverine Lake
City of the Village of Clarkston	City of the Village of Douglas	Village of Holly
Village of Armada	Ingham County	Kent County
Macomb County Sherriff's Office	Oakland County	St Clair County

We are one of the leaders in Michigan local government operations consulting, and inter-governmental collaboration, cooperation and shared services across the state. Additionally, we are members of the Michigan Government Finance Officers Association, Inter-Governmental Cooperation Committee where we have presented at several of their conferences, and members of our team have spoken on the issue of service sharing and consolidation at Michigan Local Government Managers Association conferences. We are active members of the Michigan Township Association, having presented several sessions on service sharing and collaboration (police/ fire service and other governmental services) to its members. Recently we presented on the topic of Inter-Governmental Service Collaboration at a metro-Detroit area Inter-Governmental Collaboration Summit sponsored by the City of Dearborn, Michigan.

This month (July 2011) our team is scheduled to moderate a discussion on shared services at the MLGMA Summer Workshop, and we recently presented a joint session on shared services at the Michigan Association of Planners, Innovative Solutions for Local Governments Training Session in Grand Rapids, and a session on shared services at the Michigan Chiefs of Police Conference. We have also developed an objective, proprietary process for prioritizing local government programs and services entitled "Find Your Path to Fiscal Sustainability – A Planning Process" as a means to assist our clients with making the difficult decisions that are presented before us, given the economic realities within the State of Michigan right now.

The current economic situation is not unique to the Greater Flint area, but rather is a reality for the majority of local governments in Michigan due to the declining property values, current Michigan municipal finance model, and recent announcement of the Economic Vitality Incentive Program (EVIP), which links state shared revenue payments from the State to local government collaborative initiatives. Given the current municipal finance model and caps on taxable increases, we project that the soonest recovery for many local governments is at least 10 years out, requiring significant and lasting action during the next several years. Plante & Moran has been engaged to perform a number of operational reviews, staffing assessments and merger/consolidation studies (police/ fire department and other governmental services) to address the challenging economic times as a means to preserve current program service levels. We believe that our team blends the experience and expertise necessary to satisfy your project requirements. Our submission highlights our understanding of your issues, our intended approach to address those issues, and the recommended staffing for this project.

Plante & Moran Public Safety Qualifications

Plante & Moran has developed specific expertise assisting public safety agencies with their business needs. The consultants dedicated to this practice solely serve the public sector, and are knowledgeable about the current and long range trends in the industry. Plante & Moran has assisted numerous public safety agencies with consolidation feasibility analysis, and related technological, operational, governance, financial and legal implementation assistance. We have developed specific expertise in the area of fire department operations and regional fire feasibility, planning and implementation services. The range of our consulting services includes the following:

- Police and Fire department service sharing/ consolidation feasibility studies
- Police and Fire department service sharing/ consolidation implementation plans
- Police and Fire department operations and staffing reviews
- Regional dispatch center design and feasibility studies
- Regional dispatch center implementation planning and execution
- Dispatch center financial analysis including E9-1-1 user fee projections
- Industry best practices
- Public safety technology project management and design
- PSAP, dispatching and communication center organizational reviews, consolidation and staffing studies
- Organizational and operational assessments of public safety agencies
- Strategic public safety technology and operations planning

Staffing

For the project with the Greater Flint Area communities, we have assembled a very strong project team that has deep experience in police and fire operations, service sharing, collaboration and implementation planning. The table below summarizes the relevant experiences for each of our proposed team members:

Team Member	Project Role and Responsibility	Relevant Skills	Estimated Time Allocation
Adam Rujan Partner	Project Director Overall responsibilities for ensuring that all project tasks are completed within schedule and budget and that all project deliverables meet the required quality standards.	<ul style="list-style-type: none"> ■ Significant experience in conducting organizational, operational and consolidation reviews for government organizations ■ Experience in identifying synergies and performing feasibility and options analyses ■ Experience in the development and deployment of change management tools, which are frequently associated with implementing consolidation plans 	10%
Christine Andrysiak Manager	Project Manager Responsible for the day-to-day performance of the team and strategic direction and development of deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate standards.	<ul style="list-style-type: none"> ■ Experience managing multiple projects related to the consolidation of governmental entities including fire, dispatch, police, and public works departments. ■ Recent experience managing the creation of an independent consolidated dispatch authority in Southeast Michigan (SERESA). ■ Experience engaging stakeholders to participate and gain consensus. ■ Significant experience with operations and staffing analyses 	30%

Team Member	Project Role and Responsibility	Relevant Skills	Estimated Time Allocation
Craig Frankland Senior Consultant	Lead Project Consultant Responsible for the day-to-day project activities as well as for the development of all deliverables including feasibility analysis and financial models.	<ul style="list-style-type: none"> ■ Significant experience performing consolidation feasibility and implementation projects for governmental entities ■ Recent experience managing the implementation of a consolidated dispatch entity in Southeast Michigan ■ Significant experience with operations analyses, including developing financial models, creating organizational models, and analyzing unique position requirements to give an accurate assessment of employee requirements in planned future environment 	30%
Jenny Casler, CPA Consultant	Project Consultant Will participate in data gathering and interview sessions and development of various project analysis materials.	<ul style="list-style-type: none"> ■ Experience with local units of government ■ Financial analysis experience ■ Experience in supporting clients as part of critical projects ■ Experience evaluating organization systems for efficiency, effectiveness, and compliance 	5%
Thomas Quisenberry Police Operations Expert	Police Expert – Subcontractor Will participate in site visits, service delivery analysis, and visioning session.	<ul style="list-style-type: none"> ■ Police Expert ■ Former Undersheriff, Oakland County Sheriff’s Office 	10%
Larry Lane Fire Operations Expert	Fire Expert - Subcontractor Will participate in site visits, service delivery analysis, and visioning session(s).	<ul style="list-style-type: none"> ■ Fire Expert ■ Consolidated multiple fire departments in the Brighton area to create the Brighton Area Fire Authority ■ Has worked collaboratively with Plante & Moran on numerous fire department and dispatch consolidation initiatives ■ Current Chief, Brighton Area Fire Authority ■ Former Chief, Westland Fire Department 	10%

Team Member	Project Role and Responsibility	Relevant Skills	Estimated Time Allocation
Doug Van Essen Legal Expert (Optional)	Legal Expert - Subcontractor May participate in governance review analysis	<ul style="list-style-type: none"> ■ Legal Specialist ■ Crafted multiple collaborative services agreements across the State of Michigan. ■ Has worked collaboratively with Plante & Moran on prior consolidation initiatives 	5%

Resumes for Plante & Moran staff and descriptions of Plante & Moran subcontractors are included in the following pages.

LAW OFFICES
OF
RICHARD J. FIGURA, P.C.

RICHARD J. FIGURA
Attorney, Mediator &
Arbitrator

EMPIRE COMMERCE CENTER
11470 S. LEELANAU HWY., STE. 105
PO BOX 447
EMPIRE, MICHIGAN 49630

Of Counsel to:
SIMEN, FIGURA & PARKER, P.L.C.
FLINT, MICHIGAN

TELEPHONE: (231) 326-2072 FACSIMILE: (231) 326-2074
Email: rfigura@figuralaw.com

December 12, 2011

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

RE: Public Purpose of Acquisition of Vacant Lots

Dear Mr. Bueche:

I have reviewed a certified copy of Swartz Creek City Council Resolution No. 111128-06 ("Resolution") pursuant to which the City council has authorized the acquisition by the City of a total of 35 vacant and unimproved lots (which "lots" are condominium units) in the Heritage Village Condominium and 24 vacant and unimproved lots (which "lots" are condominium units) in the Springbrook East Condominium. I have also reviewed the holding of the Michigan Supreme Court in *City of Mount Pleasant vs State Tax Commission*, 477 Mich 50 (2007).

Having reviewed the Resolution and the court's decision in *City of Mount Pleasant*, I am satisfied that the purpose for which the City is acquiring the vacant lots described in the Resolution constitutes a public purpose and that said properties, while owned by the City for the stated purpose, are exempt from taxation under the Michigan General Property Tax Act pursuant to section 7m of that act [MCL 211.7m].

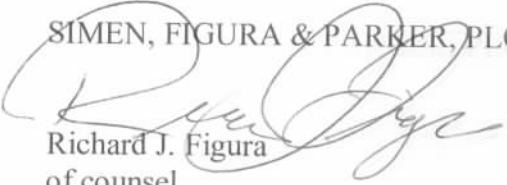
In *City of Mount Pleasant*, the Michigan Supreme Court found that economic development was a public purpose and that the City of Mount Pleasant's activities in assembling, marketing, and preparing land for resale constituted such a public purpose. A critical distinction in that decision was that the city's activities were conducted pursuant to a plan, the goal of which was to return properties to the tax rolls.

I find that the City's goals with respect to the subject properties are, like those of the city in *City of Mount Pleasant*, to place those properties back on the tax rolls and to promote the public health, safety, morals, general welfare, security, prosperity, and contentment of the inhabitants and residents of the City. Accordingly, it is my opinion that the subject properties, while owned by the City for the purposes set forth in the Resolution, are exempt from taxation under the section 7m of the Michigan General Property Tax Act [MCL 211.7m].

Please advise if I can be of any further assistance.

Sincerely,

SIMEN, FIGURA & PARKER, PLC


Richard J. Figura
of counsel

RJF/jab

WARRANTY DEED

Furnished by: SARGENT'S ABSTRACT & TITLE CO.

KNOW ALL MEN BY THESE PRESENTS that Woodside Builders, Inc., a Michigan Corporation

Whose address is 7550 Miller Road, Swartz Creek, MI 48473

Convey and Warrant to City of Swartz Creek

Whose address is 8083 Civic Drive, Swartz Creek, MI 48473

The following described premises situated in the City of Swartz Creek
County of Genesee and State of Michigan, to-wit:

UNITS 89,90,91,92 & 97 OF HERITAGE VILLAGE, A RESIDENTIAL SITE CONDOMINIUM, GENESEE COUNTY CONDOMINIUM PLAN NO. 301, ACCORDING TO THE MASTER DEED AS RECORDED IN DOCUMENT NUMBER 200210290121507, GENESEE COUNTY RECORDS, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND SUBSEQUENT AMENDMENTS THERETO, AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Commonly known as: 3284 Heritage Blvd, 3278 Heritage Blvd, 3270 Heritage Blvd, 3264 Heritage Blvd, 6217 Bainbridge Dr., Swartz Creek, MI 48473

Permanent Parcel No(s). 58-30-651-091, 58-30-651-092, 58-30-651-093, 58-30-651-094, 58-30-651-099

for the full consideration Exempt under MCL 207.505(a) and Exempt under MCL 207.526(a)

Subject to all exiting building and use restrictions, easements and zoning ordinances, if any.

Dated this 28th day of December, 2011 A.D.

Signed by:
Woodside Builders, Inc., a Michigan Corporation
Khalil A. Nemer
Khalil A. Nemer, President

STATE OF MICHIGAN,

COUNTY OF GENESEE

The foregoing instrument was acknowledged before me this 28th day of December, 2011 by Khalil A. Nemer, President of Woodside Builders, Inc., a Michigan Corporation

My Commission Expires:
July 16, 2013

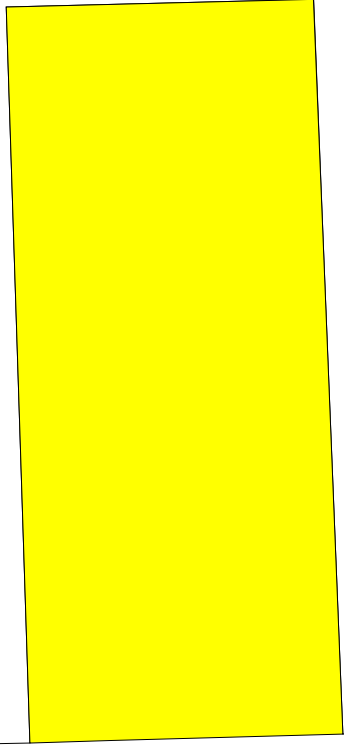
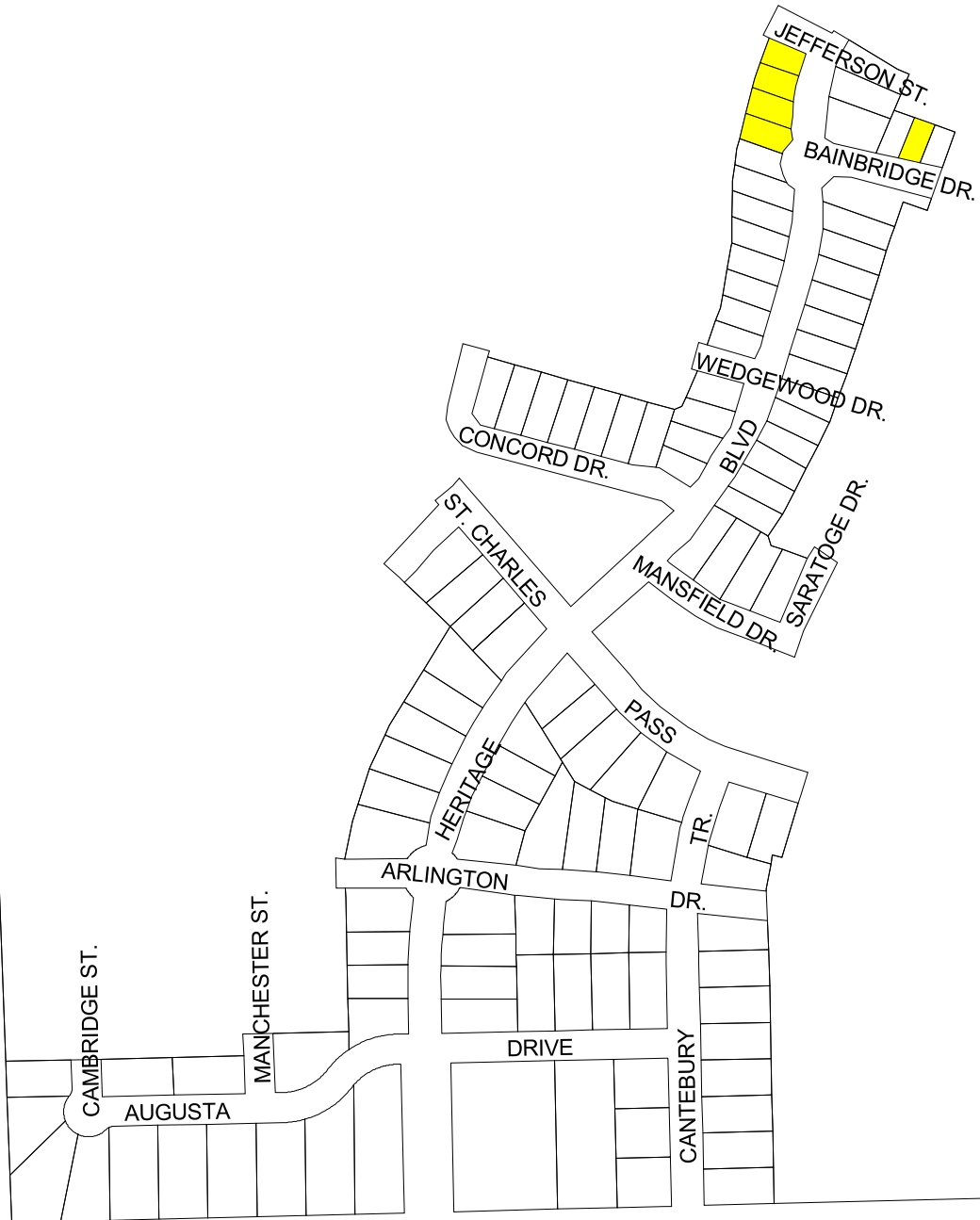
Phyllis A. Murdock
Phyllis A. Murdock
Notary Public, Genesee County, MI

DRAFTED BY: Phyllis Murdock
7550 Miller Road
Swartz Creek, MI 48473

PHYLIS A. MURDOCK
Notary Public, State of Michigan
County of Genesee
My Commission Expires Jul. 16, 2013
Acting in the County of Genesee

State Transfer Tax: \$ _____
County Transfer Tax: \$ _____

After recording return to: Woodside Builders, Inc.
7550 Miller Road
Swartz Creek, MI 48473



BRISTOL ROAD

742 MILLER ROAD



CITY OF SWARTZ CREEK

PLANNING COMMISSION



MEETING OF JANUARY 10, 2012

7PM IN THE SWARTZ CREEK
CITY COUNCIL CHAMBERS

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION
RESOLUTIONS
TUESDAY, JANUARY 10, 2012
7:00 P.M.

RESOLUTION NO. 120110-__

(CARRIED/DENIED)

MOTION BY COMMISSIONER _____, SUPPORT BY COMMISSIONER _____, THE SWARTZ CREEK PLANNING COMMISSION APPROVES THE AGENDA FOR THE JANUARY 10, 2012 PLANNING COMMISSION MEETING.

YES: _____.

NO: _____. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 120110-__

(CARRIED/DENIED)

MOTION BY COMMISSIONER _____, SUPPORT BY COMMISSIONER _____, THE SWARTZ CREEK PLANNING COMMISSION APPROVES THE MINUTES FOR THE APRIL 5, 2011 PLANNING COMMISSION MEETING.

YES: _____.

NO: _____. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 120110-__

(CARRIED/DENIED)

MOTION BY BOARDMEMBER,
SECOND BY BOARDMEMBER,

WHEREAS, THE CITY OF SWARTZ CREEK PLANNING COMMISSION HAS REVIEWED AND APPROVED A PLANNED UNIT DEVELOPMENT SITE PLAN, WITH SPECIAL LAND USES FOR MEIJER AND,

WHEREAS, THE PLANNED UNIT DEVELOPMENT SATISFIES THE ELIGIBILITY CRITERIA OF SECTION 11.01 OF THE CITY OF SWARTZ CREEK ZONING ORDINANCE; AND,

WHEREAS, THE APPLICANT PUT FORTH AN EXTENDED TIMELINE FOR COMPLETION OF THE PROJECT, INCLUDING POSSIBLE REVISIONS PRIOR TO COMMENCEMENT; AND,

WHEREAS, THE APPLICANT HAS COMMENCED AND FINISHED SITE WORK FOR THE PROJECT BEFORE EXPIRATION OF THE TIMELINE AS OUTLINED IN THE EXISTING DEVELOPMENT AGREEMENT, INCLUDING

OVER \$1 MILLION DOLLARS TOWARDS ROAD IMPROVEMENTS AND THE ONSITE DRAINAGE DETENTION AREAS; AND,

WHEREAS, THE EXISTING SITE PLAN AND ALL SPECIAL LAND USES REMAIN VALID AND VESTED FOR THE APPLICANT; AND,

WHEREAS, THE APPLICANT IS PROPOSING A SITE PLAN AMENDMENT THAT INCLUDES AN INCREASE IN THE SIZE OF THE PRIMARY STRUCTURE, WITH RELATED CHANGES TO PARKING, TRAFFIC CIRCULATION, LIGHTING, LANDSCAPING, AND SIGNAGE; AND,

NOW, THEREFORE, THE SWARTZ CREEK CITY PLANNING COMMISSION RECOMMENDS APPROVAL OF THE SITE PLAN AMENDMENT FOR A RESIZING AND LAYOUT ALTERNATION OF THE MEIJER STORE TO BE CONSTRUCTED AT, 4013 MORRISH ROAD, TAX ID NO. 58-36-100-001, APPLICANT MICHAEL KINSTLE (MEIJER INC.), AS ILLUSTRATED IN THE SITE PLAN DATED DECEMBER 15, 2011, SUBJECT TO THE FOLLOWING CONDITIONS AND STIPULATIONS:

- 1.) IDENTIFIED WAIVERS IN THE STAFF SPR REVIEW LETTER DATED AUGUST 1, 2008 SHALL REMAIN IN FORCE AS INCIDENTALY AMENDED HEREIN, AS SHALL SPECIAL USE PERMITS, AND OTHER PRIOR CONDITIONS NOT OTHERWISE NOTED IN THE REVISED SITE PLAN.
- 2.) APPROVAL BY THE CITY COUNCIL OF A REVISED PLANNED UNIT DEVELOPMENT AGREEMENT.
- 3.) COMMENTS BY ROWE ENGINEERING AND OTHER PERMITTING AGENCIES ARE ADDRESSED.

YES: _____.

NO: _____. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 120110-__

(CARRIED/DENIED)

MOTION BY COMMISSIONER _____, SUPPORT BY COMMISSIONER _____, THE SWARTZ CREEK PLANNING COMMISSION ADJOURNS THE JANUARY 10, 2012 PLANNING COMMISSION MEETING.

YES: _____.

NO: _____. MOTION DECLARED CARRIED/DENIED.

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION MEETING
September 6, 2011**

Meeting called to order at 7:01 p.m. by Commissioner Stephens.

Pledge of Allegiance.

ROLL CALL:

Commissioners present: Abrams, Bueche, Florence, Florine, Grimes, Hurt.

Commissioners absent: Conner, Ridley, Stephens.

Staff present: Adam Zettel, Zoning Administrator.

Others present: Rachelle Arnott, Mike Kennedy, Latina Brown.

APPROVAL OF AGENDA:

Resolution No. 110906-01

(Carried)

Motion by Commissioner Florine support by Commissioner Florence, the Swartz Creek Planning Commission approves the agenda for the September 6, 2011 Planning Commission meeting, with the addition of item 8 B Family Farm & Home.

Unanimous voice vote.

Motion declared carried.

APPROVAL OF MINUTES:

Resolution No. 110906-02

(Carried)

Motion by Commissioner Bueche support by Commissioner Florence the Swartz Creek Planning Commission approves the minutes for the March 1, 2011 Planning Commission meeting.

Discussion Ensued.

Unanimous voice vote.

Motion declared carried.

MEETING OPENED TO THE PUBLIC:

None.

NEW BUSINESS:

None.

Special Land Use Review (Medical Marijuana) (Presentation)

Rachelle Arnott introduced herself and proceeded to read a letter she wrote for the business plan for “Swartz Creek Organics”. She also stated she submitted the business model, mission statement and the site plan. She explained she made some changes to the site plan/layout. Copies were then made to be passed out to councilmembers to read.

Discussion ensued amongst councilmembers about the notes included in the agenda in regards to this topic while waiting for the material to read.

Councilmember Hurt commented he was hoping City Attorney Mr. Gildner would have attended the meeting. Councilmember Bueche commented that City Attorney Mr. Gildner asked for additional information that he needs to review before attending board meeting. Councilmember Bueche also mentioned Chief Rick Clolinger was planning on attending but waiting for Mr. Gildner’s appearance. Councilmember Bueche stated that staff would be requesting postponement until hearing back from Mr. Gildner and Chief Clolinger, but decided to proceed forward with Applicant’s presentation and Public Hearing and meantime once Mr. Gildner and Chief Rick Clolinger got final submittal then staff would come back and make final decision.

Councilmember Bueche asked for clarification on a clause that indicated no use on premises without prior approval and Ms. Arnott stated that without prior approval will be deleted because there will be no use on premises.

Councilmember Bueche asked for the reason a display case is needed. Mr. Mike Kennedy, a business associate, speaking on behalf of Ms. Arnott replied with the reasons a display case is beneficial. Mr. Kennedy proceeded to explain many procedures at the store and answered ongoing questions from many councilmembers in regards to the store plan, the caregivers’ responsibilities, and the store employees’ responsibilities. Several of the councilmembers mentioned they would like to visit their current facility to see how it’s operated.

Public Hearing

Latina Brown commented I should say something I have been so quiet. Councilmember Hurt responded well if you want to step up to the microphone identify yourself and let it fly. Latina Brown commented the only thing I would suggest is you go out to and see the facility and actually see how everything works. We are just as concerned as everyone

else with the laws changing and state passing, asking what about this, what about this, but we are on top of everything, we got to stay on top of everything make sure everything is legal. You know we worry about what we are doing but it's great for the patients. Councilmember Hurt asked Ms. Brown to introduce herself. She then came up to microphone, and introduced herself, also commenting she was actually the bookkeeper and does all the accounting, taxes are paid and sales tax. She does all that and makes sure everything stays on top. Councilmember Hurt asked anyone else with comments, and no one commented so they declared it closed

Planning Commission Discussion

Councilmember Abrams mentioned that the City of Burton is going to discuss an additional moratorium to sift things out on any new dispensaries. He stated he thinks this is something that should be considered.

Motion by Councilmember Abrams
Second by Councilmember Bueche

Resolution No. 110906-03

(Carried)

I move to refer the material we have received back to the attorney for comment and legal opinion. With the addition of Attorney Mike Gildner's attendance at the next meeting.

YES: Florence, Florine, Grimes, Hurt, Abrams, Bueche.
NO:

Motion declared carried.

Family Farm and Home

(Discussion)

Councilmember Florine commented that he is very happy with the Family Farm and Home. Mr. Florine stated the canopy was not placed over the loading dock as the drawings had shown, landscaping seems incomplete, the display area and lighting is improper.

Councilmember Bueche commented on the sign issues and several other issues. Councilmember Abrams announced Family Farm and Home stated they will be having a Grand Opening September 17th at 8:00 A.M.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY PLANNING COMMISSION MEMBERS:

Councilmember Grimes asked if we had anything on the Marathon property. Councilmember Bueche responded we had a Request For Proposals in the works. Councilmember Grimes wanted to know if we had any communications with Meijer lately. Councilmember Bueche responded that permits are expiring in the near future so probably the Board would be presented with things coming through from Meijer. Councilmember Grimes commented that Republic Waste 65 gallon bins are too large. Councilmember Bueche commented that they have smaller bins but not available to our area, hopefully in the near future we will have them.

ADJOURNMENT:

Resolution No. 110906-04

(Carried)

The Swartz Creek Planning Commission adjourns the September 6, 2011 Planning Commission meeting.

Unanimous voice vote.

Motion declared carried.

Meeting adjourned at 8:29 p.m.

Paul Bueche,
Secretary



Adam Zettel, AICP

Zoning Administrator

azettel@cityofswartzcreek.org

Date: January 5, 2012

To: Planning Commissioners
From: Adam Zettel, AICP
RE: January 10, 2012 Planning Commission Meeting

Hello everyone,

How exciting! We will be meeting at (7:00 pm) on January 10, 2012, a week later than normal, in the city council chambers to review the latest and greatest Meijer proposal. This meeting has been scheduled for the 10th instead of the 3rd to better accommodate everyone's holiday travels and activities. Anyway, the cat is probably out of the bag by now...they are looking to start this spring and would like to expand their building by 22%!

A separate review letter is attached for this. In short, I recommend approval as proposed subject to a couple items. There is not a lot of change proposed from a functional or aesthetic standpoint. Note that this is a limited site plan review for some specific changes. The entire plan, including former special land uses, is not subject to review as I understand it. The review letter better explains this.

In other news, we will look to hold the commission annual meeting and annual report review in February. I suspect this will be a busy year. With the gas station proposal coming and the new out lots coming online by Meijer and Family Farm and Home, rumors abound. We shall see.

Also attached is a letter that was drafted in regards to the improvements at the Family Farm & Home site. I will explain this at the meeting. That is if for now. If you have any comments, questions, or concerns call my cell at 810.287.2147 or the office. Take care everyone!

Sincerely,

Adam H. Zettel, AICP
Zoning Administrator
City of Swartz Creek
azettel@cityofswartzcreek.org



Paul Bueche

City Manager

pbueche@cityofswartzcreek.org

28-December-2011

Re: Incomplete Site Plan Issues
Family Farm & Home
4315 South Elms Road
Swartz Creek MI. 48473

Dear Property Owner, Developer, Proprietor,

In review of the file regarding this development, there are a number of unfinished or incomplete issues and/or deviations or omissions from the approved site plan. Included with this correspondence is a review list created by the City's Planner that addresses some of the concerns. The City is not completely clear on the distribution of responsibility as to who performs what. In light of this, we send this correspondence to all the parties involved in the development.

Please contact us at your earliest convenience so we may schedule a meeting(s) to discuss these matters. I can be reached at (810)-635-4464. In advance, your attention to this matter is appreciated.

Sincerely,

Paul Bueche
City Manager

Attached Correspondence

Copy: FF&H – Swartz Creek Realty LLC
Basil Andoni



Adam Zettel

Zoning Administrator

azettel@cityofswartzcreek.org

Date: January 5, 2012

Attention: Mr. Bueche
Subject: Site Review (Family Farm & Home)

Dear Mr. Bueche:

At your request, I have investigated the site of the Family Farm and Home on Elms Road to compare the build-out of the structure and site improvements as they relate to the approved site plan and development agreement. The following are areas that are currently identified as substantially deviating or otherwise incomplete. Though this review is intended to be complete a failure on my part to identify other existing or potential deviations, especially those of an engineering nature, should not be viewed as acceptance of such improvements or otherwise signal a vesting of such improvements.

- The parapet above the loading door on the southern end of the western elevation is not raised as illustrated and annotated in the site plan.
- There is not an awning over the loading door on the southern end of the western elevation as illustrated in the plans.
- The smooth face block that was to be used as a vertical accent material in all columns is absent.
- Lighting fixtures on the building were explicitly detailed in the plans and in the development agreement by brand and identification number to be “cut-off” or non-glaring fixtures. The wrong fixtures were installed on the structure.
- Additional outdoor storage, not otherwise approved in the special land use permit, is occurring as follows:
 - Three (3) additional spaces by the dumpster enclosure
 - Pallets are being stored on the lawn south of the building
 - Storage is occurring on the sidewalk instead of in the parking spaces on the western elevation.
 - Storage is occurring north of the main entrance on the western elevation.
 - An additional space is utilized in the primary parking lot storage area.
- The fence on the south side has not been installed (this was to be determined through consultation with the adjoining property).
- There is no service drive to the existing retail store (my understanding is that this building may be intended for demolition).

December 29, 2011
Family Farm & Home Site Compliance

- Some pole lights are not yet installed or are otherwise installed in different areas. The effect this has on the function of the site lighting (photometric plan) is unknown. Specifically, there are lights missing along the western edge of the parking area and along the main entrance. It appears some lighting has been consolidated on a light pole within an existing traffic island.
- The earth strip that was to be landscaped in front of the fenced outdoor storage (western elevation) has been covered in asphalt.
- No additional landscaping has been installed at this time.

Concerning the above comments, it is clear that some elements may still be planned for development, such as the landscaping. Some of the other elements may be satisfactory or of no consequence based upon further findings, such as missing service drive or the parking lot lighting changes. However, the use of glaring fixtures on the building, the lack of a fence (if desired by the neighbor), and the missing awning are elements that should be addressed as soon as possible.

The provision of outdoor storage should also be brought into compliance as soon as possible and enforced at a reasonable and fair level. I am not certain what the city's legal options are for the deviant components of a permanent nature are (brick elements, parapet height, etc.).

Clearly, the site developer must move forward with landscaping of the site, including alternate provisions for those areas that were asphalted over. I believe the architectural inadequacies pointed out should be considered in this matter. Furthermore, the city and developer should work to find alternate solutions for the other elements such as storage and building lighting.

In short, the entire site should be brought into compliance. However, given the obviously divergent needs of the developer and the city, I think a meeting is in order to potentially adjust the site plan as permitted by law. This would allow both parties to apply the highest degree of common sense to current and planned deviations, while still ensuring that the development satisfies the intent and word of the ordinance.

Sincerely,



Adam H. Zettel, AICP
Zoning Administrator
City of Swartz Creek
azettel@cityofswartzcreek.org



Adam Zettel, AICP

Zoning Administrator

azettel@cityofswartzcreek.org

December 23, 2011

Planning Commission
City of Swartz Creek
Swartz Creek, MI 48473-2887

Attention: Swartz Creek Planning Commission

Subject: Meijer Site Plan Amendment Review
58.098 acres located at 4013 Morrish Rd (58-36-100-001); See attached map and site plans dated 12/15/2011-Progressive AE.

Dear Chairman and Commissioners:

City staff has reviewed the above site plan review request of Meijer Inc. to amend the site plan for Meijer Inc. within the North Morrish Road Planned Unit Development. The property is zoned GBD (General Business District) with a PUD overlay, which permits all of the applicable uses as special land uses. The amendment consists of a resizing of the primary retail use from 156,544 square feet to 192,214 feet, a relocation of some of the internal circulation drives, relocated landscaping/lighting, sign changes, alternations to the loading dock area, and a relocation of the pharmacy drive-through. All of these are described in the December 15, 2011 letter from Progressive AE and they are illustrated in site plans dated the same.

The proposed Meijer store, several uses accessory to the store, and the mini-mart are special land uses in the GBD District. Reviews of the special land use applications have been completed and approved and shall remain valid as approved as long as the site plan and any amendments to the site plan remain valid.

The Planned Unit Development approval, granted in October of 2008, was valid for a period of three years. Within that time period, the applicant needed to vest itself in the project or another full review would be needed. Because the applicant contributed to the road improvements that are complete and also started site work relating to the drainage and detention areas, before the expiration of the existing development agreement, it is

my opinion that the applicant is vested in the current site plan and could execute this project without further review.

However, the applicant is seeking a resizing of the primary structure by 22%, along with changes to the site to accommodate this change. The ordinance permits a combination of administrative and limited site plan review for these changes. Because of the scale of this project, staff decided to engage the planning commission in a review with limited submission requirements.

Therefore, what follows will not be an exhaustive review such as that which would normally accompany a full site plan submission. Rather, I have completed a review only of those items noted as subject to the requested change. This review is not subject to the high level of scrutiny that was applied during full site plan, nor is it necessary to revisit any waivers, conditions, or special land uses. As stated, these were approved under the existing site plan/development agreement, and the petitioner is vested in these.

APPLICATION SUBMISSION

The application for site plan review was submitted in its entirety by Progressive AE and is complete. The required information, in its latest form, was received on plans dated 12/15/2011.

The proposed project is a 58.098 acre, 192,214 sq. ft., retail center located within the North Morrish Road Planned Unit Development on land that is zoning GBD. The PUD concept plan, approved in August 2008, includes provisions for the retail center, the mini-mart, out lots, utilities, drainage, and transportation as applied for.

What follows shall be comment on the specific provisions of the plan that the petitioner proposes to change.

1. GBD Standards.

Finding: In compliance; no substantial change

The uses on the site plan and the dimensional standards still conform to the zoning ordinance and have not changed except for the building setbacks that have increased due to the desire for a five foot safety zone in the back of the building. This zoning is intended to reduce potential shipping and pedestrian conflicts. There are no issues here.

2. Site Plan and Structures-Generally.

Finding: In compliance

The location of all structures is the same, with changes only to accommodate a larger primary building footprint, an altered garden area, a larger loading dock turn radius, and a front load drive through for the pharmacy (which matches the original proposal from 2006).

Of worthy note, is that the traffic circulation is almost identical to the 2008 plan. Because of the need for more parking, a dedicated 'road' on the north side of the site is not shown. This will be a parking aisle instead. This should not be a problem. The other notable change is the pharmacy drive-through on the front of the building. This may not be as desirable as the side-load rendition, but this should still function just fine. In fact, it is almost identical to a drive-through that was approved for another grocer in the community.

The other dimensional changes to the access drives do not appear to be of consequence. **The only comment I have is that access should be 'stubbed' as illustrated in the 2008 renderings for circulation connections to phase II.** In other words, service drive access should be planned for at this point in time.

3. Landscaping and screening.

Finding: In compliance

Staff reviewed the landscape plan in accordance with the requirements in Section 28.02. Since the development is part of a PUD, additional landscaping beyond that required by the zoning ordinance is suggested where appropriate. The applicant has not been stingy with the landscaping. While numbers were not noted on the plan, an initial count by myself indicates that there is a clear and obvious surplus of plantings on the site and these appear to be well situated.

The revised site plan meets and exceeds all landscaping and buffering requirements. The species and layout appears balanced and appropriate. **My only comment is that some thought should be given to some plantings along the north parking lot/sidewalk line.**

4. Parking and Loading.

Finding: In compliance

The applicant is proposing an additional 137 spaces. If all of the additional square footage was gross leasable area (GLA), 143 additional spaces would be required. Though GLA is not known at this time, it is my opinion that the added parking would be

adequate to accommodate the increase in the retail area since GLA is always less than the total area. **The application should confirm this.**

5. Lighting.

Finding: In compliance; no substantial change

The applicant proposes parking lot lighting, accent lighting, and service drive lighting for the project. All lighting proposed is acceptable based upon the photometric grid and material descriptions as they relate to the previous site plan and waivers.

6. Signs.

Finding: In compliance

The revised site plan retains the exact sign scheme with the exception of the elimination of the pylon sign by the interstate, the addition of a 200 square foot sign on the southern elevation (permitted by ordinance), and some very minor changes to incidental and identification signage. There are no issues here. I suspect the petitioner will do a 'balloon study' to ascertain exactly what the visibility of the interstate corridor is, at which point they may return for sign approvals.

7. Vehicular and Pedestrian Circulation.

Finding: In compliance

Access management appears adequate from all aspects. Pedestrian access is good and appears to meet the conditions of the original site plan. General traffic circulation has not been substantially altered since all major access ways and parking areas retain the same layout. The large concrete pad that served to distinguish the pharmacy drive-through in the previous plan has been removed. This was noted as a negative feature on the 2008 plan.

8. Natural Features

Finding: In compliance; no substantial change

No issues.

Summary and Recommendation

Staff recommends approval of the site plan, conditioned upon the following:

1. Identified waivers in the staff SPR review letter dated August 1, 2008 shall remain in force as incidentally amended herein, as shall special use permits, and other prior conditions not otherwise noted in the revised site plan.
2. Approval by the City Council of a revised planned unit development agreement.
3. Comments by Rowe Engineering and other permitting agencies are addressed.
4. _____

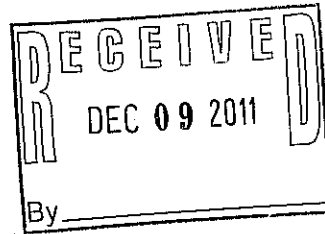
Please contact me directly if you have any comments or inquiries on the matter. I am happy to receive comments in person, in writing, over the phone, or via e-mail.

Sincerely,



Adam H. Zettel, AICP
Zoning Administrator
City of Swartz Creek
azettel@cityofswartzcreek.org

PURE MICHIGAN®



December 7, 2011

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

RE: BES-10-112/ Energy Efficiency and Conservation Block Grant (EECBG) – ARRA PROGRAM

Dear Mr. Bueche:

Congratulations on successfully completing your Energy Efficiency & Conservation Block Grant (EECBG) project! The Michigan Energy Office (MEO) staff has appreciated your participation and commitment.

Through your efforts, you have succeeded in lowering emissions, conserving energy, cutting operational expenses and creating or retaining local jobs. We hope that the EECBG Program has been an effective tool for you to build community support for your energy efficiency goals.

With the metrics that you reported from your project, as well as the evidence of project success, the Michigan Energy Office can demonstrate the positive impact that this program has had on Michigan communities. It is our goal to highlight the many benefits achieved so that Michigan will continue to be seen as a leader in energy innovation and efficiency.

We thank you for making your EECBG-funded project a success. Please accept the enclosed certificate of achievement as a token of our appreciation and display it proudly for your community.

Sincerely,

Jan Patrick
EECBG Program Manager
Michigan Energy Office

Enclosure



Congratulations!

This certificate is awarded to

City of Swartz Creek

for successfully completing your project under the
Energy Efficiency and Conservation Block Grant.

A handwritten signature in black ink that reads "Jan Patrick".

JAN PATRICK
Manager, EECBG Program,
Michigan Energy Office



michigan.gov/recovery

November 28, 2011

Date

City of Swartz Creek

Department of Police

Chief **RICK CLOLINGER**

8100-A Civic Drive
Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

TO: Paul Bueche, City Manager
FROM: Rick Clolinger, Chief of Police
DATED: January 4, 2012
REF: Vehicle Auctions – October 13, 2011

Sir,

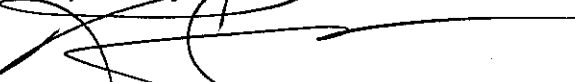
On October 31, 2011 this department concluded a vehicle auction on the website, Bidcorp.com. The following is a completed list of the vehicles auctioned and the sale prices.

<u>VEHICLE</u>	<u>SALE PRICE</u>	<u>AUCTION FEE- 3.5%</u>	<u>PROFIT</u>
DPS 1992 Chevy pick up 2500 pick up with a western plow.	\$2,078.00	\$72.73	\$2,005.27
DPS 1991 Chevy pick up	\$ 500.00	\$17.50	\$ 482.50
DPS 1992 Chevy Kodiak dump truck	\$4,050.00	\$142.75	\$3,908.25
Police Dept. 2006 Dodge Charger.	\$7, 557.00	\$264.49	\$7,292.51
Ford 2005 Crown Victoria Police Interceptor	\$2,425.00	\$ 84.87	\$2,340.13
TOTALS	\$16,610.00	\$581.34	\$16,028.66.

This money has been deposited and receipted into the City of Swartz Creek through the proper accounts.

All five vehicles have been picked up and paid for by their owners with the titles being signed over to the individual owners as well as a Bill of Sales given to each owner for all said vehicles.

Respectfully submitted,



Rick Clolinger, Chief of Police
City of Swartz Creek



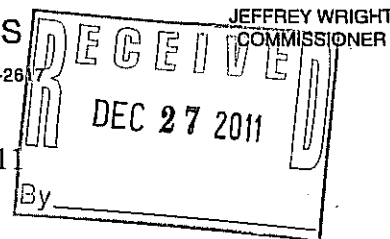
GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-
WATER & WASTE SERVICES

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2611

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

December 22, 2011



Tom Svrcek
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1498

Re: Morrish Road Sanitary Sewer

Dear Mr. Svrcek:


The County Agency has performed its due diligence and televised the sanitary sewer on Morrish Road from Swartz Creek south to its end point. The inspection found no major problems and found it to be in an acceptable state for us to assume operation and maintenance.

With regard to the creek crossing, we recognize that the sewer is currently suspended across the creek and the City is looking at having the bridge deck replaced. Should the City choose to also modify the abutments and/or the wing walls necessitating a relocation of the sewer, we would be required to construct a lift station or siphon as the State would not permit a sewer to be suspended in the flow path. The cost of that replacement would be a shared cost between the County Agency and the City.

Therefore, the County Agency is still willing to accept the conversion of the City sewer line to a County sewer line provided we include a clause for cost sharing if relocation is required because of the proposed bridge work.

Should you have any questions or concerns, do not hesitate to contact this office.

Sincerely,


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

JFO:kt

Enclosure

CC: Paul Fortino





Swartz Creek DDA
Swartz Creek City Offices Fax:
8083 Civic Dr.
Swartz Creek, MI 48473

Phone: 810-635-4464
810-635-2887

Date: January 6, 2012

To: DDA Board Members
From: Adam Zettel
RE: January 12, 2012 DDA Board Meeting

Hello everyone,

There will NOT be a DDA meeting this coming Thursday, January 12, 2012. We simply do not have enough to discuss at the present time. However, there may be some changes on the horizon with Meijer that will again fill the coffers of the DDA. This would obviously allow us to change gears yet again. I will keep you informed.

Whether or not that occurs has yet to be seen. In the mean time, there are a couple items that Mark would like to see discussed in February or soon thereafter. We would like to visit the following:

- Ways to assist the Women's Club with downtown projects
- Christmas Parade follow-up
- Summer projects/Family Movie Night
- 2013 Budget

That is it for now. Keep your fingers crossed on Meijer. That would allow the DDA to really start investing in some big projects. If you have any questions or comments, give me a call at 810.287.2147.

Sincerely,

A handwritten signature in blue ink that reads "Adam Zettel".

Adam Zettel, AICP
azettel@cityofswartzcreek.org

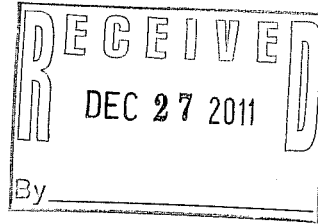


RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION
ANDREW J. DELONEY
CHAIRMAN

STEVEN H. HILFINGER
DIRECTOR

December 19, 2011



Swartz Creek City Council
Attn: Clerk
8083 Civic Dr
Swartz Creek, MI 48473

Dear Clerk

This correspondence is in regard to the 2010 federal decennial census counts for Michigan, Cities, Villages and Townships conducted on April 1, 2010 for determination of the population.

Pursuant to the official census counts for Michigan received from the Census Bureau our records have been amended to reflect the population of Swartz Creek, Genesee County is 5,758; and the quota based upon said population is four.

This adjustment has therefore created one additional opening(s) for a new full year on-premises license(s) under the quota provision. Please mark your records accordingly.

If you Honorable Body intends to approve the issuance of the additional license(s) in your governmental unit, please forward you decision in the form of a resolution certified by the Clerk as the official proceedings of a regular or special meeting, with date of the meeting indicated. The resolution should specify which applicant you recommend "above all others" for the one available license(s). The applicant name (must be the correct, complete name "legal" name of the entity which is applying for the license), type of license being applied for and the complete address of the proposed location.

Enclosed is a resolution form for your convenience. If you have any questions, please call the Licensing Division at (517) 322-1400.

Very Truly Yours,

MICHIGAN LIQUOR CONTROL COMMISSION

Sharon Martin, Director
Licensing Division

Is
Enclosure

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIQUOR CONTROL COMMISSION

RESOLUTION

At a _____ meeting of the _____
(Regular or Special) (Township Board, City or Village Council)

called to order by _____ on _____ at _____ P.M.

The following resolution was offered:

Moved by _____ and supported by _____

That the request from:

be considered for _____ **“above all others”**
(Approval or Disapproval)

APPROVAL

DISAPPROVAL

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this legislative body that the application be:

_____ for issuance
(Recommended or not Recommended)

State of Michigan _____)

County of _____)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
(Township Board, City or Village Council) (Regular or Special)

meeting held on _____
(Date)

SEAL

(Signed) _____
(Township, City or Village Clerk)

(Mailing address of Township, City or Village)