

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday April 22, 2013 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 April 8, 2013 MOTION Pg. 7, 9-13
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7, 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7, 2-6
 - 6B. Monthly Check Ledger Pg. 14-17
 - 6C. Monthly Fire Report Pg. 18-40
 - 6D. Delinquent Water-Sewer-Weeds-Special (Agenda Item) Pg. 41-42
 - 6E. Sr. Center Delinquent Distribution (Agenda Item) Pg. 43
 - 6F. Bid Returns, Lawn Care Services (Agenda Item) Pg. 44-62
 - 6G. Draft Fire Agreement Pg. 63-88
 - 6H. TIP Draft Pg. 89-94
 - 6I. EVIP Grant Program Pg. 95-99
 - 6J. Meijer Signal Correspondence Pg. 100
 - 6K. Household Haz Mat Collection Schedule Pg. 101
 - 8L. MML Letter Governor, EVIP Concerns Pg. 102-103
 - 6M. Summer Movie Program Schedule Pg. 104
 - 6N. Consumer Energy Efficiency Notice Pg. 105
 - 8O. Sandy Hook Letter Pg. 106
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Annual Law Day Proclamation PROC. Pg. 5
 - 8B. Gary Hicks, Republic-Allied Waste PRES. Pg. 6
 - 8C. Assessments, Delinquent Water, Sewer, Weeds & Special RESO. Pg. 8, 41-42
 - 8D. Delinquent Distribution, Senior Citizens Levy RESO. Pg. 8, 43
 - 8E. Bid Award & Appropriation, Law Care Services RESO. Pg. 8, 44-62
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

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

Regular Council Meeting of Monday April 22, 2013 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 19-April-2013

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

❑ **2014-2017 T.I.P. APPLICATION** (Status)

Funding ratios and projects have changed again. Here are the “pretty sure tentative projects set for final approval by the MPO:

2014							
AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
City of Burton	Lapeer Road	Belsay Road to Vassar Road	CON	\$ 1,209,193	\$ -	\$ 302,298	\$ 1,511,491
GCRC	Richfield Road	Genesee to Belsay	CON	\$ 895,538	\$ -	\$ 223,885	\$ 1,119,423
GCRC	Baldwin Road	Fenton to Graytrax	CON	\$ 387,115	\$ -	\$ 96,779	\$ 483,894
GCRC	Elms Road	Pierson to Carpenter	CON	\$ 352,835	\$ -	\$ 88,209	\$ 441,044
GCRC	Richfield Road	Irish to Gale	CON	\$ 855,528	\$ -	\$ 213,882	\$ 1,069,410
Village of Goodric	Erie Street	Pontiac Street to Kearsley Creek	CON	\$ 181,379	\$ -	\$ 45,345	\$ 226,724
GCRC	Saginaw Street	Hill to Maple	CON	\$ 1,452,483	\$ -	\$ 363,121	\$ 1,815,604
Fenton	South Leroy Street	Elizabeth Street to Caroline Street	CON	\$ 1,140,068	\$ -	\$ 285,017	\$ 1,425,085
Swartz Creek	Miller Road-PE	Morrish Road to Elms Road	PE	\$ 71,553	\$ -	\$ 17,888	\$ 89,441
Swartz Creek	Miller Road-PE	Tallmadge Court to Dye Road	PE	\$ 71,865	\$ -	\$ 17,966	\$ 89,831
Burton	Belsay Road-PE	Court Street to Davison Road	PE	\$ 268,511	\$ -	\$ 67,128	\$ 335,639
Blue indicates FY 2014 projects in current TIP				STP Urban	\$ 4,796,319		
Dark Blue indicates Projects eligible for NHPP Funds				Flex	\$ 1,165,714		
				NHPP	\$ 924,035		
				Allocation	\$ 6,886,068		
				Programmed	\$ 6,886,068		
2015							
AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
Mt Morris	Saginaw Street-PE	South City Limits to North City Limits	PE	\$ 100,632.00	\$ -	\$ 25,158	\$ 125,790
Swartz Creek	Miller Road-CON	Morrish Road to Elms Road	CON	\$ 814,272.00	\$ -	\$ 203,568	\$ 1,017,840
Swartz Creek	Miller Road-CON	Tallmadge Court to Dye Road	CON	\$ 817,825.00	\$ -	\$ 204,456	\$ 1,022,281
Burton	Belsay Road-CON	Court Street to Davison Road	CON	\$ 3,055,629.00	\$ -	\$ 763,907	\$ 3,819,536
GCRC	Flushing Road	Warner Road to Mill Road	CON	\$ 1,283,392	\$ -	\$ 320,848	\$ 1,604,240
GCRC	Pierson Road	Linden Road to I-75	CON	\$ 952,039	\$ -	\$ 238,010	\$ 1,190,049
Dark Green indicates projects eligible for NHPP Funds				STP Urban	\$ 4,892,245		
				Flex	\$ 1,189,028		
				NHPP	\$ 942,516		
				Allocation	\$ 7,023,789		
				Programmed	\$ 7,023,789		
2017							
AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
Swartz Creek	Fairchild, Winston, Worchester & Cappy	Miller Road to Miller Road	CON	\$ 102,904	\$ -	\$ 535,417	\$ 638,321
Fenton	Poplar Street	Silver Lake Road to North Road	CON	\$ 102,903	\$ -	\$ 480,020	\$ 582,923
Burton	Center Road-CON	Atherton Road to Lippincott Blvd	CON	\$ 980,594	\$ -	\$ 245,149	\$ 1,225,743
Mt Morris	Roosevelt Street	Benson Street (City Limits) to Saginaw Street	CON	\$ 102,903	\$ -	\$ 794,782	\$ 897,685
Flint	Kearsley Street - CON	Chevrolet Ave to Beach Street	CON	\$ 878,110	\$ -	\$ 219,527	\$ 1,097,637
GCRC	Coldwater Road	Clio Road to Dort Highway	CON	\$ 3,797,994	\$ -	\$ 949,499	\$ 4,747,493
GCRC	Clio Road	Dodge Road to Wilson Road	CON	\$ 1,239,240	\$ -	\$ 309,810	\$ 1,549,050
GCRC	Linden Road	Frances Road to Dodge Road	CON	\$ 102,903	\$ -	\$ 497,097	\$ 600,000
Dark Green indicates projects eligible for NHPP Funds				STP Urban	\$ 5,089,892		
				Flex	\$ 1,237,065		
				NHPP	\$ 980,594		
				Allocation	\$ 7,307,551		
				Programmed	\$ 7,307,551		

As you can see, we have hefty 202 expenses in the up and coming TIP cycle. The Fairchild, Cappy, Worchester and Winston submittal have been put back into the TIP with limited funding, about \$100k of an estimated \$600k. It's been stacked at the back end, being 2017. I suggest we leave the streets in and we'll see where we stand in a couple of years.

❑ **MORRISH ROAD BRIDGE PROJECT** (*Status*)

The Morrish Road Bridge Project is the last remaining project funded in the 2011-2014 TIP. The only item we do not have a price on yet are the four lights included in the design. We are still awaiting this data from Consumer's Energy. Cost estimates, using the lowest bid return, are as follows:

Morrish Road Bridge Deck Project (Summer, 2013)

Constr Total	Constr City Match	P.E.	C.E.	Total City Match	Project Total
\$425,453	\$36,957*	\$29,589	\$70,931	\$137,477	\$525,973

*Includes Enhancements & Walk-Way / Does Not Include Lighting (4)

All appears on schedule and the project is estimated to last for two months, with a tentative start date of June 17th. The first round of notification letters have gone out with additional letters planned later into the spring.

✓ **2013-2014 FISCAL YEAR BUDGET** (*Status*)

I am still behind in the final draft. I expect to have it at the next meeting, being May 13th. All things considered, we are only 30 days behind schedule on it. Following is a schedule for events related to the budget process:

- May 13th: Draft Presentation, Discussion, Set Public Hearing.
- May 28th: Public Hearing, Discussion
- June 10th: Adopt Budget, Truth in Taxation Hearing (If Needed), Set Levy, Set 2013-2014 Meeting Schedule, Year End Fiscal Adjustments
- June – September: Explore & Craft Solutions For Long Term Structural Deficit Concerns

✓ **WATER – SEWER ISSUES PENDING** (*See Individual Category*)

❑ **REHABILITATION PROGRAM** (*Status*)

Pending creation of a new plan for continuation of the Rehabilitation Program.

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

As the Council is aware, some of the elected positions have changed in Gaines Township. I'm going to let this sit a bit longer to allow the new board to acclimate before addressing it. The County WWS has it on their radar and may push in the near future to reach a resolve.

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

The Council selected the Biggby Project at the Special Meeting of February 20th. Here is the revised schedule:

- RFP Issued: September 8, 2011
- RFP Response Deadline: November 1, 2011 @ 4:00 p.m.
- Presentations by Invitation: February 2, 2012
- Council Selection: February 20, 2012
- Purchase Agreement: June, 2012
- Planning Commission Site Plan: TBD, 2013
- Building Demo: October, 2012
- UST Removal: December, 2012
- Property Closing: April, 2013
- Commence Construction: T.B.D.

The Circuit Court has granted a default motion to quiet title. The title company is collecting the paperwork needed for closing and the Atkinson's are reviewing the requested deed covenants offered by the Marathon Petroleum Company.

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

Pending.

- ✓ **CITY PROPERTY, 4438 MORRISH ROAD** (*Status*)
We'll look at a disposition for the house at 4438 Morrish in the spring.
- ✓ **LABOR CONTRACTS, SHARED SERVICES, BUILDING DEPARTMENT** (*Status*)
The POLC, AFSCME, Supervisor, Assessor, Zoning Administrator and Part-Time Police Officers have been settled. The remaining loose ends are the building inspector's employment agreement, which in part is addressed in the Shared Services Study and the City Manager contract. Mundy Township has officially offered its commitments to perform building services for the City and Flint Township. We continue to look into the building services consolidation.
- ✓ **FIRE DEPARTMENT: BUDGET, CONTRACT & COST RECOVERY** (*Status*)
The Township has forwarded a draft agreement for consideration. In review, it's basically the same as the existing expired / rollover agreement we're operating under. I have a handful of concerns that I've forwarded to Mr. Gildner to review and contact their attorney with. The draft, with side notes, are included with tonight's packet for Council review. I've also included a copy of the existing contract we're operating under. Although I did not set this as a discussion item, please feel free to comment or bring up any concerns that might arise.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Status*)
All that remains is to accept the streets into our Act #51 Street System. This process is a bit lengthy insofar as legal steps required assuring a proper transfer. Mr. Figura has prepared the paperwork on this end. There are several steps the Associations need to complete before we can begin our process. As soon as we get past this busy spurt, I'll fire up the Associations to start the process.
- ✓ **MEIJER OPENING, INTERSTATE TRAFFIC SIGNAL** (*Status*)
As we have discussed, the traffic signal installation is an issue. IF all goes well without any delays or unforeseen problems, installation should be completed in early May. Given the problems we've had, I'm nervous. At any rate, here are updated costs estimates for the signal and street lights:

Meijer Entrance & I-69 Traffic Signal

Constr Est	P.E. / C.E.	Street Lights	Total	Avail Funds	Remain Meijer Road Improvement Funds
\$174,834	\$39,812	\$15,623	\$230,269	\$352,127	\$121,858

With a bit of luck, maybe we can have the signal installed and running before the opening of the retail center (but not the fuel station).

The fuel station opened on Thursday April 18th. The store has a soft opening scheduled for Thursday May 16th with a grand opening scheduled Saturday May 18th. This is their 200th store and the 10th in the Flint area. They are planning a big splash to coincide with the 200th opening.

- ✓ **MI-LCC PENDING LICENSES** (*See Individual Category*)
 - ❑ **CLASS "C" NEW, 8013 MILLER, MONTINI** (*Status*)
The Council has referred this to the Planning Commission. The request needs review as it may be a significant change of use and accompanies a request for outdoor sales. The applicant, via his attorney, has been informed that they need a formal submission. As of yet, they have not filed with the City.

- ❑ **SDM NEW, 4141 MORRISH ROAD, MEIJER INC. (Status)**
Pending further correspondence from MI-LCC.
- ❑ **CLASS "C" TRANSFER, 6104 MILLER, KENDRA LLC (Status)**
Pending further correspondence from MI-LCC.
- ✓ **I-69 MORRISH ROAD BRIDGE REPAIR, FLOOD RELIEF GRANT (Status)**
Returns are back and have been reviewed by the City's Engineer. Out of seven returns ranging from a high of \$48,000 to a low of \$27,000, the lowest was L. Zeller & Sons Excavating, of Flint. Mr. Fluery is familiar with the low bidder and endorses their work. We are working to get the project started in April, prior to the opening of the Meijer store. As the Council may recall, we have been awarded a \$30,000 grant from the State's Emergency Management Division as the overpass was damaged during the May 4th 2012 flood. Additionally, this is the jurisdiction dispute with MDOT as to which road agency is responsible for repairs. We sort of dropped the complaint when the State Police awarded the grant.
- ✓ **MPSC COMPLAINT, FRONTIER v CITY (Status)**
I met with Frontier in late January, the meeting being quite positive. They will be formerly addressing the Council this month. In the meantime, they continue to repair poor workmanship locations in the overhead infrastructure. I'll keep the Council posted on developments.
- ✓ **MI-DEQ SCRAP TIRE GRANT (Status)**
The Council approved the application to the MI-DEQ for a 50% construction cost grant for public paving improvements that use recycled scrap tires in the asphalt process. We are looking at our parking lots, being Public Safety Building and the north alley lot behind Hank & Don's, as a test. The estimated total project costs are \$322,000 of which the City's match would be \$182,000 (includes design and construction engineering). We've made it past the initial application process and have been invited to continue in the process. On another note, if the grant works, then it may be something to look at for paving some of the local streets in the future.
- ✓ **FARMERS MARKET (Status)**
On target to begin next month. The DDA will meet later this week and a decision made on funding from their books.
- ✓ **TITLE VI & L.E.P. REQUIREMENTS (Status)**
Into the state for some much needed review and critiquing.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **ANNUAL LAW DAY PROCLAMATION (Proclamation)**
Included with tonight's program, the Mayor will be offering the annual Genesee County Law Day Proclamation.
- ✓ **ANNUAL ASSESSMENTS: WATER-SEWER-WEEDS & SPECIAL (Resolution)**
Included with tonight's agenda is a resolution to assess delinquent water, sewer, weeds and special assessments (Heritage and Springbrook East). Included is a static list of outstanding delinquents. This list may change before the tax bills go out, depending on payments we get in.

- ✓ **DELINQUENT TAX DISTRIBUTION, SENIOR MILLAGE** (*Resolution*)
Included with tonight's agenda is a letter from the Senior Center asking the City to distribute funds we are holding that were collected as delinquent recoveries associated with the Senior Millage we used to levy. Every now and then we get bits of money from these levies that no longer have any home on our books. It's easier to get an occasional resolution authorizing the distribution than is to budget and guess at a revenue and expense.
- ✓ **APPROPRIATION & BID AWARD, LAWN CARE SERVICES** (*Resolution*)
Included with tonight's agenda is a bid award and appropriation for lawn care services for properties we own. The low bidder is Lawn Kings of Flint, which if awarded tonight, will replace our last two years contractor, being Royalty Services. Royalty was the second low bidder. There were seven returns ranging from a high of \$6,719 per cut to the low of \$790 per cut (makes ya wonder, doesn't it!). Tom has looked into references and checked equipment for the low bidder. He recommends award to Lawn Kings. A resolution of award and appropriation is included with tonight's program.
- ✓ **GARBAGE & WASTE PROVIDER** (*Presentation*)
Mr. Gary Hicks, of Republic – Allied Waste Services, our waste and trash collection provider, will be present at tonight's meeting to chat with the Council for a few minutes. He just wants to touch base with everyone to check on the services and make sure no one has any issues or complaints. He only needs a few minutes of the Council's time. Internally, we have very few problems. Any occasional or isolated foul-ups are corrected immediately.
- ✓ **CITY ATTORNEY** (*Information*)
I've spent some time in discussion with Mr. Gildner on the attendance of the City Attorney at meetings. Although the system we designed a few years ago works well, the lack of presence of the City Attorney at regular meetings seems to detract a bit from the official protocol associated with governance. Additionally, it leaves a void in keeping up on events related to the conduct of City business that creates added time in recreating discussions that may produce questions in contracts and other legal matters. I think a happy medium might be to bring Mr. Gildner back on a monthly basis to attend one of the two regularly scheduled meetings, if the Council has no objections. We never removed the budgeted funding for the attorney's position so the additional costs would be minimal. It would save time and money in having to bring him up to speed in back office discussions for items that he could be present for in the original discussion. At any rate, I've had him schedule attendance for the first meeting of each month. I can wiggle agenda items around that he may have legal input on for these meetings, as much as possible.

Council Questions, Inquiries, Requests and Comments

- *Deteriorated Retaining Walls & Planters at City Buildings.* The wall along the north side of the building has been repaired. We are looking at options on some of the other repairs around the site.
- *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- *Deteriorated Grain Elevator Building, Morrish at CNA Crossing.* Pending.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday April 22, 2013 7:00 P.M.

Resolution No. 130422-4A MINUTES – APRIL 8, 2013

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday April 8, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130422-5A 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 April 22, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130422-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of April 22, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130422-8C

ASSESSMENTS: DELINQUENT WATER – SEWER – WEEDS & SPECIAL

Motion by Councilmember: _____

I Move the City of Swartz Creek direct the Treasurer to prepare an audit of all outstanding debts owed to the City for delinquent water, sewer, mowing, sidewalk repairs and special assessments related to Heritage Village and Springbrook East Condominium Associations and further, to cause such debts to be assessed against the property owner of record, in accordance with City Ordinance and State Statute, said debts to be placed against the summer 2013 tax collection roll.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130422-8D

SENIOR MILLAGE DELINQUENT TAX DISTRIBUTION

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the distribution of \$37.73 to the Swartz Creek Senior Center, funds being delinquent and collected pursuant to the City’s Senior Citizens Levy which was terminated in 2006 (*circa*).

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130422-8E

BID AWARD & APPROPRIATION, LAWN CARE SERVICES

Motion by Councilmember: _____

I Move the City of Swartz Creek award a contract for lawn care services to the low bidder, Lawn Kings of Flint Michigan, in the amount of \$790 per “cut”, as per the specifications set forth in the bid documents, a copy of which is attached hereto, and further, appropriate an amount sufficient to meet the payment of the award, and further, direct the City Manager to prepare and execute a contractor’s agreement.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday April 8, 2013 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 4/8/2013

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, DPS Director Tom Svrcek.

Others Present: Sharon Shumaker, Bob Plumb, Boots Abrams, Ron Schultz, Tommy Butler, Richard Mattson, Mark Kietzman, Jim Florence.

APPROVAL OF MINUTES

Resolution No. 130408-01

(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 Monday, March 25, 2013, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 130408-02

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of April 8, 2013, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 130408-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of April 8, 2013, to be circulated and placed on file.

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

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

MEETING OPENED TO THE PUBLIC:

City Manager Bueche introduced John McKeown, the new reporter for the View.

COUNCIL BUSINESS:

Farmer's Market

Resolution No. 130408-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Shumaker

I Move the City of Swartz Creek approve a City operated Farmer's Market, and further:

1. Approve the hiring of a 101 General Fund temporary summer position at \$10 per hour to manage and operate the market, and further, direct the City Manager to create a job description reflecting duties and assignments, such position not subject to union membership, per Section #39 of the 2012-2016 AFSCME CBA.
2. Permit for the use of City owned property along the north side of Fortino Drive, west from Morrish Road, with the City Hall parking lot as an alternate site.
3. The Market will run beginning in May and ending in September, Sundays only, with hours of operation approximately 10:00 AM through 2:00 PM, variable a bit either way based on vendor availability and seasonal commodities.
4. Create general ledger adjustments to reflect in-bound revenues and expenses, revenues estimated to be around \$1,200 and expenses at \$4,000.

Discussion Took Place.

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

Appropriation & Bid Award, Purchase Police Vehicle

Resolution No. 130408-05

(Carried)

Motion by Councilmember Gilbert
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 2013 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 the specified vehicle, said bid awarded to Sterling Heights Dodge, 40111 Van Dyke, Sterling Heights Michigan, base price of \$21,189, and;

WHEREAS, with options and delivery, the total cost of the vehicle is \$21,457.

NOW, THEREFORE, BE IT RESOLVED, that the City of Swartz Creek recognize Macomb County's Extended Purchasing Program and accept the bid award to Sterling Heights Dodge, 40111 Van Dyke, Sterling Heights Michigan, and further, appropriate an amount not to exceed \$21,457 for the purchase of a 2013 Dodge Charger Police Package Vehicle, funds to be appropriated from 661 Motor Pool.

Discussion Took Place.

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

Appropriation- Bid Award, Purchase Road Salt

Resolution No. 130408-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

WHEREAS, the City would much rather bask in the sunshine of the summer, but it finds it cannot ignore the harsh reality that winter will come and with it, the need to purchase 1,000 tons of rock salt for application to public rights of way during those malicious cold Michigan winters; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Genesee County Road Commission accepts and awards bids for the purchase of rock salt for application to public rights of way during those relentless and invasive Michigan winters; and

WHEREAS, the County Road Commission awarded a bid to the lowest bidder, Detroit Salt Company of 12841 Sanders, Detroit, at a unit cost of \$49.72 per ton, a copy of the bid tabulation attached hereto, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission, the City awarding the bid and appropriation on May 26, 2009; and

WHEREAS, based on market conditions and pricing, the County Road Commission negotiated an extension to the 2009-2010 contract arriving at a 10% increase to the 2010-2011 contract, price being \$54.69 per ton, and further, negotiated extensions for the 2011-2012 contract, the 2012-1013 contract and now the 2013-2014 contract, without change to the cost, and extended such pricing to all Genesee County Street Authorities; and

WHEREAS, the City finds that the per ton cost of \$54.69 cannot be matched if attempts were made to bid on the open market or through private sources.

NOW, THEREFORE, I MOVE the City of Swartz Creek City accept the Genesee County Road Commission's cooperative purchasing extension and appropriate an amount not to exceed \$54,690, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City's Finance Director.

Discussion Took Place.

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

Cappy Lane Lift Station Improvements

(Discussion)

City Manager Bueche and DPS Director Tom Svrcek gave a brief update on the improvements that need to be done to the lift station at Cappy Lane. Mr. Bueche stated that he would be back in the next couple of weeks with more information about the needed improvements.

MEETING OPENED TO THE PUBLIC:

Richard Mattson, 9251 W. Hill, stated that he appreciates the support from the Council on the Farmer's Market and assured the Council that he would use his best judgment to make sure there is no damage to the City property during the market.

REMARKS BY COUNCILMEMBERS:

Councilmember Gilbert stated that he noticed that the creek near Springbrook had been cleaned out and asked if the rest of it was going to be cleaned out as well. City Manager Bueche stated that the County is supposed to do that soon.

Councilmember Hicks stated that the Park Board is moving along nicely in getting things done. Ms. Hicks spoke about a letter that had been recently mailed to area community groups soliciting help and donations to the parks.

Councilmember Shumaker spoke about using the Meijer parking lot for public car pool parking. Mr. Shumaker stated that the Davison Meijer allows for the same and has a road sign that advises about the public car pool parking. Mr. Shumaker asked if the Swartz Creek Meijer would have a similar sign. City Manager Bueche stated that MDOT has been working with Meijer on it.

Councilmember Porath stated that he thinks the Farmer's Market will do well at the new location. Mr. Porath spoke about a tax delinquency time table from the County treasurer that Councilmembers received in their packets. Mr. Porath stated that it is hard to read. Mr. Porath questioned if Mr. Bueche had heard any more from Meijer about their possible donation. Mr. Bueche advised that he had not.

Mayor Krueger spoke about a letter of appreciation that he received from Sandy Hook Elementary in Newtown, CT.

Adjournment

Resolution No. 130408-07

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Shumaker

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:00 p.m.

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

David A. Krueger, Mayor

Juanita Aguilar, City Clerk

04/03/2013

CHECK REGISTER FOR CITY OF SWARTZ CREEK
 CHECK DATE FROM 03/01/2013 - 03/31/2013

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
03/07/2013	37274	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.31
			UNIFORMS, MATS, SUPPLIES, ENV.	90.25
				117.56
03/07/2013	37275	BETTY SHANNON	FEB-MARCH 2013 PER CONTRACT REIMB	158.00
03/07/2013	37276	BRAD FERRIS	UB REFUND 5019 FIRST ST	269.60
03/07/2013	37277	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT 2/27-5/27/13	255.94
03/07/2013	37278	CITY OF SWARTZ CREEK	REIMBURSE PETTY CASH	160.69
03/07/2013	37279	CLARK FIRE & SAFETY INC	FIRE EXT. MAINTENANCE	669.00
03/07/2013	37280	COMCAST BUSINESS	3/1-3/31/13 PUBLIC SAFETY BLDG	141.85
03/07/2013	37281	CONSUMERS ENERGY	2/1-2/28/13 4524 MORRISH RD	42.81
03/07/2013	37282	CONSUMERS ENERGY	2/1-2/28/13 ELMS PARKING LOT	29.15
03/07/2013	37283	CONSUMERS ENERGY	2/1-2/28/13 STREET LIGHTS	9,922.87
03/07/2013	37284	CONSUMERS ENERGY	2/1-2/28/13 SIRENS	27.50
03/07/2013	37285	CONSUMERS ENERGY	2/1-2/28/13 TRAFFIC LIGHTS	394.75
03/07/2013	37286	DEANNA KORTH	ADVANCE FOR MARCH 12, 2013 ELECTION	100.00
03/07/2013	37287	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,747.63
03/07/2013	37288	FAMILY FARM AND HOME INC	ANTIFREEZE (2)	9.98
03/07/2013	37289	FIDELITY SECURITY LIFE INSUR/EYEME	MARCH 2013 VISION - RETIREES (4)	20.98
03/07/2013	37290	GCGC	QTRLY MTG AGUILAR/KORTH	30.00
03/07/2013	37291	GENESEE COUNTY TREASURER	2013 DOG LICENSES SOLD (41)	389.00
03/07/2013	37292	GILL ROYS HARDWARE	CARPET CLEANER (2)	29.98
			CORD CONNECTOR (2)	13.98
			WIDE TRACK RENTAL CARPET CLEANER	29.99
			12 V BATTERIES 2 PK	4.99
			DRY ERASE BOARD & FASTENERS	18.48
			PLASTIC FUNNEL	2.49
			PLUG/AUTO WASH	23.56
			WOOD FILLER	6.29
			5 PK 50X GRIT SAND BELT	6.99
			RETURN SAND BELT	(6.99)
			SANDING BELT	4.99
			BLACK TRASH CAN	23.99
			5" 60G SANDING DISC	7.99
			RETURN 5" SANDING DISC	(7.99)
			SANDING DISC	7.79
			VACUUM	139.99
			2" BRUSH/SANDING BELT/CONDUIT	17.45
			FEB 2013 DISCOUNT	(32.42)
				291.55
03/07/2013	37293	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COM	300.00
03/07/2013	37294	MATT BELMONTI	CLEAR CITY LOTS&WALKS 2/8 2/23 & 2/27/13	1,419.00
03/07/2013	37295	PAUL BUECHE	COPAY MED REIMB 7/1/12-2/24/13	842.38
03/07/2013	37296	RWS OF MID MICHIGAN	FY13 GARBAGE/RECYCLING/YARD WASTE	20,554.56
03/07/2013	37297	SCHAEFER'S OFFICE SOURCE	TRASH BAGS AND LINERS	108.17
			OFFICE SUPPLIES/TYPEWRITER	178.93
				287.10
03/07/2013	37298	UNITED METHODIST CHURCH -SW CK	MARCH 12, 2013 ELECTION	700.00

03/07/2013	37299	VALLEY PETROLEUM	2/16-2/28/13 FUEL USAGE - POLICE	1,163.57
03/07/2013	37300	VALLEY PETROLEUM	2/16-2/28/13 FUEL USAGE - DPW	792.19
03/07/2013	37301	VERIZON WIRELESS	FEB 2013 MONTHLY BILLING	496.15
03/07/2013	37302	WOODS COLLISION	VEH REPAIRS 07-375 FROM COMPLT #12-819	1,013.15
03/14/2013	37303	ACE-SAGINAW PAVING COMPANY	COLD PATCH	792.35
03/14/2013	37304	ADAM H ZETTEL	CONSULTING SERVICES	412.50
03/14/2013	37305	AMERICAN MESSAGING	3/15-4/14/13 8108332563 8108331159	24.05
03/14/2013	37306	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	76.85 27.31
				104.16
03/14/2013	37307	BARRYS SIGN COMPANY	RE-DECAL 12-144 DRIVERS SIDE FROM ACCDNT	150.00
03/14/2013	37308	BLUE CARE NETWORK-EAST MI	APRIL 2013 RETIREE MED INS KELLY APRIL 2013 RETIREE MED INS PETRUCHA APRIL 2013 RETIREE MED INS TYLER APRIL 2013 RETIREE MED INS SHANNON APRIL 2013 CLAIM TAX ASSESSMENT	460.05 1,058.11 460.05 460.05 157.52
				2,595.78
03/14/2013	37309	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGRMNT 2/15-3/15/13	58.56
03/14/2013	37310	CONSUMERS ENERGY	2/2-3/4/13 A WINSHALL RESTROOMS	24.67
03/14/2013	37311	CONSUMERS ENERGY	2/5-3/4/13 A 8059 FORTINO	50.72
03/14/2013	37312	CONSUMERS ENERGY	2/5-3/4/13 A 8301 CAPPY LN	348.19
03/14/2013	37313	CONSUMERS ENERGY	2/2-3/4/13 A 8499 MILLER RD	22.05
03/14/2013	37314	CONSUMERS ENERGY	2/5-3/4/13 A 8095 CIVIC DR	878.04
03/14/2013	37315	CONSUMERS ENERGY	2/2-3/4/13 E 9099 MILLER RD	34.66
03/14/2013	37316	CONSUMERS ENERGY	2/5-3/5/13 A 5121 MORRISH RD	693.31
03/14/2013	37317	CONSUMERS ENERGY	2/2-3/4/13 A 5257 WINSHALL DR	22.24
03/14/2013	37318	CONSUMERS ENERGY	2/2-3/4/13 A 5361 WINSHALL DR	22.24
03/14/2013	37319	CONSUMERS ENERGY	2/5-3/5/13 A 8011 MILLER RD	22.24
03/14/2013	37320	CONSUMERS ENERGY	2/5-3/4/13 A 8083 CIVIC DR	851.11
03/14/2013	37321	CONSUMERS ENERGY	2/5-3/4/13 A 8100 CIVIC DR	1,277.76
03/14/2013	37322	CONSUMERS ENERGY	2/6-3/6/13 E 4125 ELMS RD	29.30
03/14/2013	37323	CONSUMERS ENERGY	2/6-3/6/13 E 4125 ELMS RD PAVILION	23.95
03/14/2013	37324	CONSUMERS ENERGY	2/6-3/7/13 A 6425 MILLER RD PARK&RIDE	74.09
03/14/2013	37325	CREEK AUTO SERVICES LLC	LOF12-144/OIL ADDTV9-226/WPR BLDS 07-375 INSTALL 2 OUTER TIE RODS	66.90 142.20
				209.10
03/14/2013	37326	DELTA DENTAL PLAN	APRIL 2013 DENTAL - RETIREES (4)/EST TAX	290.24
03/14/2013	37327	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
03/14/2013	37328	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES 1/1-3/31/13	709.57
03/14/2013	37329	JT'S COUNTRY KITCHEN	FOOD FOR ELECTION WORKERS	100.00
03/14/2013	37330	KENDALL PRINTING	K-9 TIME CARDS, VEH. INVENTORY FORMS	175.50
03/14/2013	37331	LETAVIS ENTERPRISES INC.	(17) VEH WASHES @ 6/75 EA. FEB 2013	114.75
03/14/2013	37332	MCLAREN MEDICAL MANAGEMENT INC	HEP B/SANDFORD	67.00
03/14/2013	37333	MEDLAW LLC	COURT APP MEDLAW BLOOD DRAW COMPT12-695	40.00
03/14/2013	37334	MID MICHIGAN MANUFACTURING	JETTED 8089 MILLER/8494 CHELMSFORD/MILLR JETTED DEWER 5197 DAVAL	1,040.00 225.00
				1,265.00
03/14/2013	37335	MLIVE MEDIA GROUP	MLIVE AD VEH ACUTION 1997 CHEV.	20.22
03/14/2013	37336	MY-CAN LLC	PORTA JON RENTAL 2/3-3/13/13 ELMS PARK	145.00
03/14/2013	37337	PSYBUS PC	ALCOHOL ASSESSMNT RACOSTA 1/16 & 1/21/13	750.00

03/14/2013	37338	RICHARD ABRAMS	SMALL CITIES MTG 3/6/13 DINNER/MILEAGE	44.27
03/14/2013	37339	SIMEN FIGURA & PARKER PLC	FEB 2013 GEN'L/TRAFFIC/ORDIN	2,379.75
03/14/2013	37340	TASER INTERNATIONAL	TASER BATTERY PACK (2)/CARTRIDGES (4)	235.85
03/14/2013	37341	VIEW NEWSPAPER GROUP	BOR 2/28/13	94.50
			WEED NOTICE 2/28/13	42.30
			MOWING BID 2/28/13	42.30
			SNOWPLOWING BID 2/28/13	42.30
				221.40
03/14/2013	37342	WOODS COLLISION	VEH REPAIRS #12-144 DUE TO ACCIDENT	3,583.20
03/21/2013	37343	ADS PLUS PRINTING LLC	WINDOW ENV. (5000)/REGULAR ENV. (2500)	598.97
03/21/2013	37344	AMERAPLAN INC	MONTHLY HEALTH BILLING APRIL 2013	254.25
03/21/2013	37345	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	76.85
			MATS, SUPPLIES	27.31
				104.16
03/21/2013	37346	DENNIS MITCHELL	TREE REMOVAL FALL 2012	2,700.00
03/21/2013	37347	GEN CTY ROAD COMMISSION	SIGNAL MILLER @ FAIRCHILD	461.04
			30" YELLOW DG3 SHEETING	245.12
			FEB S-MTCE & OPERATIONS/CONSUMERS	12.61
				718.77
03/21/2013	37348	GENESEE CTY DRAIN COMMISSIONER	WESTERN TRUNK EXT. BOND PAYMENT	44,541.75
03/21/2013	37349	GENESEE CTY DRAIN COMMISSIONER	1/30-2/27/13 COMM/READY TO SERVE	66,021.57
03/21/2013	37350	JASON HATFIELD	UB REFUND FOR 7550 CHURCH	253.62
03/21/2013	37351	MUNICIPAL CODE CORP.	ANNUAL INTERNET FEE MARCH 13-FEB 2014	600.00
03/21/2013	37352	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	103.36
03/21/2013	37353	SWARTZ CREEK AREA FIRE DEPT.	JAN 2013 MONTHLY RUNS	2,026.38
03/21/2013	37354	UNUM LIFE INSURANCE	MARCH-APRIL 2013 LIFE INS SHANNON/SNELL	30.80
			MARCH-APRIL 2013 LIFE INS ADJUSTMENT	78.00
			MARCH-APRIL 2013 DISABILITY ADJUSTMENT	303.18
				411.98
03/21/2013	37355	VALLEY PETROLEUM	3/1-3/15/13 FUEL USAGE - POLICE	1,186.36
03/21/2013	37356	VALLEY PETROLEUM	3/1-3/15/13 FUEL USAGE - DPW	418.90
03/28/2013	37357	ACE-SAGINAW PAVING COMPANY	COLD PATCH	790.05
03/28/2013	37358	ALLIE BROTHERS INC	UNIFORMS N PAUL L/S S/S SHIRTS PNTS 4 EA	727.40
			UNFRM RACOSTA PNTS 4/ LS SHRTS2/ JKT BLT	550.60
				1,278.00
03/28/2013	37359	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	76.85
			MATS, UNIFORMS	27.31
				104.16
03/28/2013	37360	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGRMNT 3/15-4/15/13	58.56
03/28/2013	37361	BRENDA SHEPARD	UB DEPOSIT REFUND 5111 FAIRCHILD	150.00
03/28/2013	37362	COMCAST BUSINESS	3/26-4/25/13 CITY HALL	275.80
03/28/2013	37363	COMCAST BUSINESS	4/1-4/30/13 PUBLIC SAFETY BLDG	141.85
03/28/2013	37364	CORE TECHNOLOGY CORPORATION	SUPPORT TALON 4/1/13-3/31/14	330.00

03/28/2013	37365	DENNIS S SMITH	CORNERSTONE BAPTIST CHURCH PLAN REVIEW	200.00
03/28/2013	37366	DONALD KORTH	REPAIR USER PROFILE/EMAIL/SVRCEK	112.50
03/28/2013	37367	DOT FIRST AID AND SAFETY	REPLENISH FIRST AID DPW	30.98
03/28/2013	37368	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	11.56
03/28/2013	37369	FLINT TOWNSHIP	SWR TRANS MAINT CHRGR 42 UNITS	31.50
03/28/2013	37370	FRED PRYOR SEMINARS	EXCEL SEMINAR C ESKEW	79.00
			EXCEL SEMINAR S ARVOY	49.00
			EXCEL SEMINAR A NICHOLS	49.00
			EXCEL SEMINAR A NICHOLS	79.00
				256.00
03/28/2013	37371	KENDALL PRINTING	RECEIPT BOOKS (5)	240.00
03/28/2013	37372	KIM CRAMER	UB DEPOSIT REFUND 9214 JILL MARIE	150.00
03/28/2013	37373	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2012-OCT 31, 20	2,289.17
03/28/2013	37374	MEDLAW LLC	BLOOD DRAW JAMES SPALDING COMPT 13-158	90.00
03/28/2013	37375	SALLY M ADAMS	JAN-APRIL 2013 REIMB RETIREE MEDICAL	776.00
03/28/2013	37376	SCHAEFER'S OFFICE SOURCE	BATH TISSUE/TOWELS/FACIAL TISSUE	209.85
03/28/2013	37377	SELF SERVE LUMBER CO.	SERVICE SIGNS AT BICENTENNIAL PARK	70.89
03/28/2013	37378	THOMAS SVRCEK	MILEAGE ASPHALT INST WRKSHOP MT PLEASANT	90.40
03/28/2013	37379	U. S. POST OFFICE	POSTAGE FOR UB BILLS APRIL 2013	669.90
03/28/2013	37380	VILLAGE CLEANERS	UNIFORM CLEANING	148.00

GEN TOTALS:

Total of 107 Disbursements:

190,660.02

DATE: APRIL 15, 2013
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:
 1. Election of officers:
 - A. Chairman
 - B. Vice-Chairman
 - C. Secretary Treasurer
- II. APPROVAL OF MINUTES
 - A. MARCH 18, 2013 MEETING:
- III. CORRESPONDENCE:
 - A. MARCH INCIDENT SUMMARY REPORT:
- IV. PROFESSIONAL SERVICE REPORTS:
 - A. MARCH FINANCIAL REPORT:
- V. COMMITTEE REPORTS:
 - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:
 - B. HEALTH AND SAFETY COMMITTEE: Chairman Rich Tesner (Members Chief Cole, Assistant Chief Merriam, Association Station 1 Trustee Greg Baker and Association Station 2 Trustee Rick Castano)
 - C. PERSONNEL COMMITTEE: Chairman Ray Thornton, Richard Derby and David Hurt.
 1. Fire Chief annual evaluation
 - D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Richard Derby, Ray Thornton and Attorney Bill Cavanaugh.
 1. Fire Agreement Draft
 - E. FIVE YEAR ASSESSMENT COMMITTEE: Chairman Rich Tesner, Rick Derby and Ray Thornton

VI. OLD BUSINESS:

A. APPARATUS UPDATE from Battalion Chief Jack King-

1. Apparatus status report attached
2. All ladders passed the annual testing performed April 5, 2013.

B. MEDAL OF VALOR:

1. Attached is the last page of the Table of Contents that updates the addition of a Request for an Award Form
2. Attached is page 22 of the Rules and Regulations referring to Appendix 1.
3. Attached is a Request for Award Form, for Fireboard consideration.

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION: none.

B. MEMBERS ELIGIBLE TO COME OFF PROBATION:

1. Bradley Cole. Brad was hired on April 16, 2012. He recently passed the Fire Academy class and has satisfactorily completed his probationary period.

Chief Cole recommends placing Bradley Cole on regular status with the Swartz Creek Area Fire Department.

C. MEMBERS RESIGNING/TERMINATING: none.

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none.

E. MEDAL OF VALOR: Attached is a completed Request for Award Form for Fireboard consideration.

Discussion:

F. APPARATUS PURCHASE UPDATE:

G.

VIII. GENERAL INFORMATION:

A. MUNICIPAL BILLINGS for MARCH

B. MARCH BILLS LIST

C. Flowers fund balance \$40.00

D. Capital Improvement Fund Program (CIFP) account balance as of 04/01/13: \$111,215.05.

E. FEMA vehicle grant denial letter (attached)

F.

G.

- 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

MARCH 18, 2013

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, March 18, 2013. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

- Chairman, Mike Messer
- Clayton Representative, Rich Tesner
- City Representative, Dave Hurt
- City Representative, Boots Abrams
- City Representative, Ray Thornton
- Clayton Representative, Richard Derby

Board Members Absent:

- City Representative, Rick Clolinger

Staff Present:

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

Staff Absent:

- Attorney, Bill Cavanaugh

Others Present:

- Jack King, Batt. Chief
- Tim McKnight, Firefighter
- Richard Abrams, Swartz Creek

C. AGENDA: ADDITIONS/CHANGES/DELETIONS:

- **Resolution 031813-01**

Motion by Dave Hurt

Second by Boots Abrams

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

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

NO: None Motion declared carried

D. SPECIAL PRESENTATION:

1. 2012 Audit: audit presentation by Ken Berthiaume

- **Resolution 031813-02**

Motion by Dave Hurt

Second by Boots Abrams

The SCAFD Board does hereby accept the 2012 Audit, as presented.

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

NO: None Motion declared carried

II. APPROVAL OF MINUTES

A. FEBRUARY 18, 2013 BOARD MEETING

- **Resolution 031813-03**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the minutes of February 18, 2013 board meeting, as presented.

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

NO: None Motion declared carried

III. CORRESPONDENCE:

A. FEBRUARY INCIDENT SUMMARY REPORT:

- **Resolution 031813-03**

Motion by Rick Derby

Second by Boots Abrams

The SCAFD Board does hereby accept the February 2013 Incident Summary, as presented

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

NO: None Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. FEBRUARY FINANCIAL STATEMENT:

• Resolution 031813-04

Motion by Rick Derby
Second by Dave Hurt

The SCAFD Board does hereby approve the February 2013 financial statement, as presented

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

V. COMMITTEE REPORTS:

- A. BY-LAWS COMMITTEE MEETING: NONE
- B. HEALTH & SAFETY COMMITTEE: NONE
- C. PERSONNEL COMMITTEE: will report at next meeting
- D. FIRE AGREEMENT COMPLIANCY COMMITTEE:
 - 1. Fire Agreement Draft
- E. FIVE YEAR ASSESSMENT COMMITTEE: In process

VI. OLD BUSINESS

A. APPARATUS UPDATE:

- 1. Monthly report from Batt. Chief King

VII. NEW BUSINESS

A. MEMBER(S) TO BE PLACED ON PROBATION: J. Rebeaud

• Resolution 031813-06

Motion by Dave Hurt
Second by Boots Abrams

The SCAFD Board does hereby place James Rebeaud on 1 year probation with the SCAFD, pending results of physical

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

B. MEMBER TO COME OFF PROBATION: B. Wistuba

• Resolution 031813-07

Motion by Dave Hurt
Second by Rick Derby

The SCAFD Board does hereby place Bryan Wistuba on regular status with the SCAFD

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

- C. MEMBERS RESIGNING/TERMINATING: NONE
- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE
- E. STATION 2 INTERNET ACCESS:

• Resolution 031813-08

Motion by Boots Abrams
Second by Dave Hurt

The SCAFD Board does hereby approve the purchase of internet access from Charter Communications in the amount of \$55/month.

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

F. MEDAL OF VALOR RECOMMENDATION: S. Martin

• Resolution 031813-09

Motion by Boots Abrams
Second by Dave Hurt

The SCAFD Board does hereby approve the purchase of the Medal of Valor to be presented to Scott Martin.

YES:
NO:

• Resolution 031813-10

Motion by Dave Hurt
Second by Ray Thornton

The SCAFD Board does hereby postpone action until the next meeting and directs the Chief to develop a form to be used for award requests.

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

VIII. GENERAL INFORMATION

- A. MUNICIPAL BILLINGS
- B. FEBRUARY BILLS LIST
- C. FLOWERS FUND BALANCE IS \$40.00
- D. CAPITAL IMPROVEMENT FUND PROGRAM BALANCE: \$93,645.91

IX. OPEN TO THE PUBLIC: Richard Abrams commented on Boots Abrams 29 yrs of service on the Board

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

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

XII. COMMENTS OF THE FIREBOARD:

Abrams: Thank you for letting her serve on the Board
Looking forward to serving again next year
Proud of S. Martin for his life-saving actions

Derby: Thanked Boots for her service
Congratulations to B. Wistuba and J. Rebeaud

Hurt: Thanks to Boots for her service

Thornton: Pleasure working with Boots

Tesner: Both a privilege and an honor working with Boots
Welcome J. Rebeaud
Congratulations to the firefighters who recently passed the FF Academy

Messer: Commended Boots on her dedication and service to the community

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 8:01 p.m. The next regular meeting will be 04/15/13 at Station 1 at 7:00 pm

*MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD*

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 03/01/2013 through 03/31/2013

Printed: 04/11/2013

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	Prop & Cont Value	No. Resp	Disp. to Enrte. Min. Prop & Cont Loss	Resp. Min. Savings	Total Hr:Min:Sec
0000029-000 Lennon and Seymour and Lennon MR Joshua Michalik	03/01/2013	14:47	2 352 Extrication of victim(s) from	MR Ayden White	\$0	15	0.00	6.00	2:41:00
						\$0		\$0	
									MERRIAM, ERIC M - ASSISTANT
0000030-000 Elms and Court and Elms MR David M Kribs	03/03/2013	00:35	2 352 Extrication of victim(s) from		\$0	18	0.00	10.00	1:05:00
						\$0		\$0	
									MERRIAM, ERIC M - ASSISTANT
0000031-000 5031 Brady ST MRS Patti Taylor	03/04/2013	07:00	1 651 Odor of smoke, furnace problem	MR Thomas Rex	\$0	14	0.00	8.00	0:47:00
						\$0		\$0	
									COLE, BRENT D - CHIEF
0000032-000 11505 Cook RD	03/05/2013	16:06	12 111 AMA to Gaines Twp		\$0	13	0.00	17.00	1:54:00
						\$0		\$0	
0000033-000 In front of 7499 Miller RD MR Jason H Spalding	03/07/2013	20:44	1 463 Vehicle accident, general cleanup	MR Jason H Spalding	\$0	18	7.00	8.00	0:54:00
						\$0		\$0	
									KING, JACK L - BATT CHIEF
0000034-000 In front of 3259 S Elms RD MR Nolan Ahearne	03/11/2013	16:12	1 352 Extrication of victim(s) from		\$0	13	0.00	8.00	1:27:00
						\$0		\$0	
									MERRIAM, ERIC M - ASSISTANT
0000035-000 1135 Springview DR	03/15/2013	12:14	12 111 AMA to Flushing		\$0	10	0.00	5.00	1:46:00
						\$0		\$0	
									MERRIAM, ERIC M - ASSISTANT
0000036-000 In front of 10100 Miller RD	03/16/2013	20:38	1 412 Gas leak (natural gas or LPG)		\$0	17	0.00	9.00	0:43:00
						\$0		\$0	
									KING, JACK L - BATT CHIEF
0000037-000 In front of 4246 S Elms RD	03/20/2013	15:47	1 444 Power line down, utl pole break		\$0	13	7.00	9.00	2:27:00
						\$0		\$0	
									KING, JACK L - BATT CHIEF
0000038-000 5211 Tahquamenon TRL	03/21/2013	17:59	12 114 AMA to Flushing		\$0	19	0.00	16.00	0:56:00
						\$0		\$0	
0000039-000 2500 S Elms RD	03/22/2013	08:08	1 631 External heat system smoke		\$0	10	0.00	8.00	0:24:00
						\$0		\$0	
									KING, JACK L - BATT CHIEF
0000040-000 8487 Spydel DR MR Gary Campbell	03/22/2013	11:41	12 111 AMA to Flushing	MR Gary Campbell	\$0	11	0.00	3.00	0:24:00
						\$0		\$0	
0000041-000 10421 Calkins RD MR Robert Ward	03/25/2013	03:15	2 154 Dumpster Fire	MR Robert Ward	\$0	11	0.00	14.00	1:00:00
						\$0		\$0	
									COLE, BRENT D - CHIEF

Incident Log for 03/01/2013 through 03/31/2013

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Owner Name	Prop & Cont Value	No. Resp	Disp. to Enrte. Min.	Prop & Cont Loss	Resp. Min. Savings	Total Hr:Min:Sec	
0000042-000 2404 S Elms RD MR Arrand Vickye	03/28/2013	07:40	2 442	Burnt Furn belt (rprtd structure)	MR Arrand Vickye	\$0	12	0.00	\$0	8.00	0:44:00	
										MERRIAM, ERIC M - ASSISTANT		
0000043-000 4101 S Sheridan RD	03/30/2013	11:57	1 142	Brush, or brush-and-grass mixture		\$0	13	6.00	\$0	13.00	0:48:00	
										KING, JACK L - BATT CHIEF		
0000044-000 7161 Beecher RD MR Larry Linton	03/30/2013	15:42	2 561	Unauthorized burning	MR Larry Linton	\$0	11	0.00	\$0	13.00	0:30:00	
										KING, JACK L - BATT CHIEF		
0000045-000 Nichols RD	03/30/2013	22:56	1 142	Brush, or brush-and-grass mixture		\$0	14	0.00	\$0	16.00	0:44:00	
										KING, JACK L - BATT CHIEF		
								Incidents by Shift Including Exposures				
	No. Resp.	Total Hr:Min	Prop & Cont Value	Prop & Cont Loss	Savings		0	1	2	3	4	
Totals:	232	19:14:00	\$0	\$0	\$0		0	7	7	3	0	

The total number of incidents, including exposure fires is 17.

The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Three Months Ending March 31, 2013

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
Revenues						
3582	OPERATING CONTRIBUTIONS	5,610.82	110,009.16	262,520.00	152,510.84	(0.42)
3583	EQUIPMENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
3628	MISC. INCOME (SUNDRY)	10.00	15.00	0.00	(15.00)	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	18.36	57.08	120.00	62.92	(0.48)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	5,639.18	110,081.24	262,640.00	152,558.76	(0.42)
Expenses						
4703	SOCIAL SECURITY	852.36	2,052.96	10,900.00	8,847.04	0.19
4704	STAFF SALARIES	3,289.00	9,005.75	45,700.00	36,694.25	0.20
4705	MAIN/TRAIN-SALARIES	952.00	2,030.00	11,100.00	9,070.00	0.18
4706	OFFICER SALARIES	1,290.00	2,580.00	15,500.00	12,920.00	0.17
4707	FIREFIGHTERS SALARY	5,610.90	13,249.31	69,000.00	55,750.69	0.19
4708	DEFERRED COMPENSATION	202.75	485.50	3,200.00	2,714.50	0.15
4709	MEDICAL-FIREFIGHTERS	369.00	867.00	4,500.00	3,633.00	0.19
4710	UNEMPLOYMENT PAYMENTS	0.00	0.00	2,000.00	2,000.00	0.00
4727	OFFICE SUPPLIES	86.22	106.17	1,000.00	893.83	0.11
4728	BUILDING SUPPLIES	48.53	154.84	700.00	545.16	0.22
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	880.26	1,831.45	7,000.00	5,168.55	0.26
4801	CONTRACT SERVICES	45.37	4,387.20	6,800.00	2,412.80	0.65
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	245.92	781.63	3,200.00	2,418.37	0.24
4910	INSURANCE	0.00	12,942.00	23,200.00	10,258.00	0.56
4920	UTILITIES	1,320.26	2,757.13	15,000.00	12,242.87	0.18
4960	EDUCATION & TRAINING	200.00	594.72	6,500.00	5,905.28	0.09
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	0.00	0.00	16,500.00	16,500.00	0.00
4978	FIRE EQUIP.-MAINT/REPAIR	890.90	1,350.99	19,100.00	17,749.01	0.07
4979	FIRE EQUIPMENT-UPGRADES	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatus	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	0.00	0.00	800.00	800.00	0.00
4988	COMPUTER SOFTWARE/UPGRADES	0.00	400.00	700.00	300.00	0.57
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	16,283.47	55,576.65	262,640.00	207,063.35	0.21
	Net Income/<Loss>	(10,644.29)	54,504.59	0.00		
3400	FUND BALANCE-Beginning of Year	0.00	124,728.50	0.00		
	Fund Balance-End of Year	(10,644.29)	179,233.09	0.00		

Chief Brent Cole

From: Ray Thornton [familyhomesolutions@me.com]
Sent: Monday, April 08, 2013 15:26
To: Chief Brent Cole
Subject: For inclusion in the Fire Board Packet

Swartz Creek Area Fire Board - Personnel Committee Report April 8, 2013

The Fire Board Personnel Committee met today and subsequently met with Chief Cole to review the results of the surveys submitted by board members. It is the opinion of the committee that the Fire Department under the direction of Chief Cole is operating effectively and efficiently. The Chief is providing leadership and training for the fire fighters and is effectively communicating with the board. He is meeting or exceeding expectations of the board in performing his duties.

Under his leadership the community has been served effectively by our first responders. The training provided to our Firefighters has allowed them to function safely as they respond to emergency situations in our community. The committee recommends that the Chief continue in his position and on behalf of the community we extend our thanks for a job well done.

Submitted by Ray Thornton, Chair, SCAFB Personnel Committee
Sent from iCloud

AS OF: April 11, 2013
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.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.

NOTE: Ladder testing was held on April 5. All ladders passed.

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USE OF THE CHAIN OF COMMAND

GENERAL INFORMATION

- A. Any member of the Swartz Creek Area Fire Department who desires information concerning any aspect of the operation of the department or desires information concerning department policy shall make his request for information in writing to his immediate superior within the chain of command prior to proceeding to the next step in the chain of command. If for some reason the member of the department making the request for general information does not receive a satisfactory answer he or she may proceed to the next step in the chain of command, only after he or she indicates to his or her immediate supervisor a desire to speak to the next highest authority.
- B. Requests for general information shall follow the chain of command in like manner until the request for general information reaches the department Chief. The Chief shall either provide the appropriate answer in writing or refer the request to the Fire Board. The Fire Board within its sound discretion may permit the member making the initial request to address the Board at the next regularly scheduled public meeting of the Fire Board.
- C. No response shall be made to any request made orally or made outside the chain of command.

GUIDELINE FOR REVIEW OF REQUESTS FOR AWARDS

- A. All requests for Awards shall be submitted through the chain of command. The person making a Request for an Award must be the immediate superior of the potential honoree, (the person who is next in line in the chain of command). By way of example a Lieutenant would submit a request for an Award for a firefighter in his station to his Captain. In like manner if a Captain is distinguished by his conduct in the field his Battalion Chief would submit the request to the Assistant Chief and so on up the chain of command.
- B. When each such Request shall be submitted to the next higher authority within the chain of command upon receipt of a Request for Award such higher authority in the chain of command shall review the Request and shall add his endorsement or shall refuse to endorse the Request as submitted.
- C. The Request for Award shall be in a form provided by and approved by the Fire Board (see appendix 1). A Request for Award shall give a full factual account of the meritorious service for which the firefighter is being recommended to receive the award. Each person who endorses a Request shall do so on a form provided by the Board upon which he or she shall make a full statement in support of his or her recommendation or refusal to endorse the Request as submitted.
- D. The Request shall be submitted up the chain of command until it reaches the Chief of the Department. He or she shall review the Request for Award as submitted and all endorsements thereto. Upon the review of the Request he or she shall submit the Request to the Fire Board in writing with all endorsements and shall appear at the next scheduled meeting of the Fire Board at which time he or she shall support or reject the Request by oral statement to the Board, or should the Board, in its discretion, decide that a personal appearance by the department Chief is unnecessary, then the department Chief shall submit the Request for Award as previously set out in this guideline.
- E. The Board shall review the Request for Award and shall either reject or approve the Request for Award. Any reasons given for approval or rejection made at the Board meeting may in the Fire Board's discretion be included in the minutes of the meeting. However, the Fire Board may choose to approve or reject the Request for Award without comment. A majority vote of the Board shall be necessary to approve the award.

GUIDELINES FOR APPROVAL OF REQUEST FOR MERITORIOUS SERVICE CITATION

- A. The Request for a Meritorious Service Citation may be approved for any member of the Department upon his or her transfer to a different community and after a period of at least fifteen (15) years of continuous service to the department in which he or she has exemplified the best highest ideals and traditions of a firefighter in the service of his or her community.
- B. The Request for Meritorious Service Citation may be awarded to any member of the department after twenty (20) years of continuous service to the department in which the member under request has exemplified the best and highest ideals and traditions of a firefighter in the service of his or her community. This formula shall be created by and at the discretion of the Fire Board, and shall be applied on a case by case basis.
- C. The specific criteria for approval of a Request for Meritorious Service Citation shall be created by a majority vote of the Fire Board and shall adopt said criteria in the usual manner.
- D. The citation shall be a plaque with a brass plate upon which shall be embossed the logo of the department. The brass plate shall be inscribed with the honoree's name and the length of his service to the department. When the award is issued the secretary of the Fire Board shall cause an article to be placed in the Flint Journal and any community newspaper that covers the Swartz Creek and surrounding areas. If at all possible such article will include a picture of the honoree accepting his or her award. The award shall be given to the honoree by the Chief of the department or such other dignitary as the Board in its sole discretion may decide.

GUIDELINES FOR APPROVAL OF REQUEST FOR MEDAL OF VALOR

Swartz Creek Area Fire Department
Request for an Award Form

This Request for Award form shall be utilized. A Request for Award shall give a full factual account of the meritorious service for which the firefighter is being recommended.

Each person who endorses a request shall do so on this form upon which he or she shall make a full statement in support of his or her recommendation or refusal to endorse the Request as submitted.

Name/Rank of person the award is being requested for: _____

Type of Award being requested:

Meritorious Service Citation Medal of Valor

Name/Rank of Officer making the original request for this award:

Attach documents supporting this award for presentation through the Chain of Command. The next Officer in the Chain of Command, shall be the next highest above the Officer submitting the original request.

Sergeant _____ Endorsement (circle one) YES NO
Comments:

Lieutenant _____ Endorsement (circle one) YES NO
Comments:

Captain _____ Endorsement (circle one) YES NO
Comments:

Battalion Chief _____ Endorsement (circle one) YES NO
Comments:

Assistant Chief _____ Endorsement (circle one) YES NO
Comments:

Chief _____ Endorsement (circle one) YES NO
Comments:

Rules and Regulations
Appendix 1

Swartz Creek Area Fire Department
Request for an Award Form

This Request for Award form shall be utilized. A Request for Award shall give a full factual account of the meritorious service for which the firefighter is being recommended.

Each person who endorses a request shall do so on this form upon which he or she shall make a full statement in support of his or her recommendation or refusal to endorse the Request as submitted.

Name/Rank of person the award is being requested for: Scott Martin, Firefighter

Type of Award being requested:

Meritorious Service Citation

Medal of Valor

Name/Rank of Officer making the original request for this award:

Stephen Tabit, Captain

Attach documents supporting this award for presentation through the Chain of Command. The next Officer in the Chain of Command, shall be the next highest above the Officer submitting the original request.

Sergeant _____

Endorsement (circle one) YES NO

Comments:

Lieutenant _____

Endorsement (circle one) YES NO

Comments:

Captain _____

Endorsement (circle one) YES NO

Comments:

Battalion Chief Jack P. King

Endorsement (circle one) YES NO

Comments:

Assistant Chief [Signature]

Endorsement (circle one) YES NO

Comments:

Chief [Signature]

Endorsement (circle one) YES NO

Comments:

To: Chief Cole
Date: April 2, 2013
RE: Request for Award for FF Scott Martin

I am requesting consideration to award Firefighter Scott Martin a Medal of Valor for the saving of a civilian life.

Over the 2012 Christmas season Scott posted on facebook that "due to the excellent training he receives at the SCAFD he saved a life". I asked Chief Cole to consider the request as well as contact FF Martin's wife, Angela, for more details. Mrs. Martin sent an email to Chief Cole that detailed the events of Christmas Day, 2012 (attached).

Firefighter Scott Martin displays Pride, Honor, and Integrity with the regards to his responsibilities with the Swartz Creek Area Fire Department. Scott is proud to be a Firefighter whether he is on duty, or off, and "conducts himself at all times in a manner that maintains the respect and confidence of the public for the Swartz Creek Area Fire Department". Given that requirement for employment, we are expected to act in that manner whether we are at the station, on an incident, or on our own time.

Firefighter Martin's career is in the automotive industry; he manages a repair facility and drives a wrecker. At the scene of emergencies we are committed to protecting life and property, but rarely are we afforded the opportunity (on or off the job) to act directly and immediately to save a person's life. It is my belief that the training Scott receives here, along with his commitment to the profession are the reasons he took action that day leading to a successful outcome.

Respectfully Submitted,



Stephen Tabit, Captain
Swartz Creek Area Fire Department

Hi Chief, sorry it has taken so long to get with you. We have been working on getting guardianship of my little brother and finally just got it. :) As far as the Scott's post on FB about saving someone's life....It was on Christmas day and my family was over for dinner. My Uncle started choking on a carrot, Scott asked him if he was okay and he nodded yes. Then he began gasping for air so Scott asked him again and he shook his head no. Scott then began doing the heimlich, at first he started gasping worse which freaked Scott out but finally he spit the carrot out. I'm not really sure what other information is needed but if there is anything just let me know. Thanks for your interest I think it is very nice that you guys are acknowledging it.
Angela Martin

SWARTZ CREEK AREA FIRE DEPARTMENT8100 B CIVIC DRIVE
SWARTZ CREEK, MI 48473**INVOICE**Invoice Number: 041113
Invoice Date: Apr 11, 2013
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		4/30/13

Quantity	Item	Description	Unit Price	Amount
147.00	FIRE02	FIRE SERVICE 03/2013	13.69	2,012.63

Subtotal	2,012.63
Sales Tax	
Total Invoice Amount	2,012.63
Payment/Credit Applied	
TOTAL	2,012.63

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT8100 B CIVIC DRIVE
SWARTZ CREEK, MI 48473**INVOICE**Invoice Number: 041114
Invoice Date: Apr 11, 2013
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		4/30/13

Quantity	Item	Description	Unit Price	Amount
258.00	FIRE02	FIRE SERVICE 03/2013	13.56	3,498.52

Subtotal	3,498.52
Sales Tax	
Total Invoice Amount	3,498.52
Payment/Credit Applied	
TOTAL	3,498.52

Check/Credit Memo No:

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

					31-Mar-13
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
3/4/2013	16303	BRADYS BUSINESS SYSTEMS	\$15.37	4801	COPIER M/A
3/4/2013	16304	CHARTER COMMUNICATIONS	\$64.12	4850	PHONE/INTERNET STA 2
3/4/2013	16305	CLARK FIRE & SAFETY	\$372.00	4978	EXTINGUISHER M/A
3/4/2013	16306	CLAYTON TWP	\$40.51	4920	SEWER STA 2
3/4/2013	16307	DOUGLASS SAFETY	\$30.00	4741	AIR SWITCH SLIDE
			\$11.49	4727	SHIPPING
3/4/2013	16308	GILL ROYS	\$2.48	4728	BUILDING SUPPLIES
3/4/2013	16309	ICMA	\$70.00	22023	DF COMP EE PORTION
3/4/2013	16310	TRUDY ONORE	\$30.00	4801	CLEAN STA 1
3/4/2013	16311	SUBURBAN AUTO	\$182.36	4741	EQUIP. SUPPLIES
			\$6.89	4728	BUILDING SUPPLIES
3/4/2013	16312	VALLEY PETROLEUM	\$71.55	4741	FUEL
3/11/2013	16313	SCAFD	\$374.00	22024	ASSOC. DUES
3/11/2013	16314	FLUSHING LAWN & TRACTOR	\$30.00	4978	SAW MAINT./REPAIR
3/11/2013	16315	FRIEND OF THE COURT	\$50.46	22026	FOC
3/11/2013	16316	ICMA	\$452.92	22023	DF COMP EE PORTION
			\$202.75	4708	DF COMP ER PORTION
3/11/2013	16317	MCLAREN	\$369.00	4910	PHYSICALS
3/11/2013	16318	P&W PAGING	\$185.00	4978	PAGER REPAIR
			\$11.75	4727	SHIPPING
3/11/2013	16319	PETER SHEK	\$8.77	22027	GARNISHMENT
3/11/2013	16320	SHIA CO FIREMEN'S ASSOC	\$75.00	4960	MEMBERSHIP
3/11/2013	16321	SOUTHEAST EQUIPMENT	\$175.00	4978	AIR QUALITY M/A
3/11/2013	16322	STATE OF MICHIGAN	\$438.82	22022	STATE TAX
3/11/2013	16324	VISA	\$39.16	4728	PAPER PRODUCTS
3/18/2013	16325	COMCAST	\$181.80	4850	PHONE/INTERNET STA 1
3/18/2013	16326	CONSUMERS ENERGY	\$628.91	4920	UTILITIES STA 1
3/18/2013	16327	ICMA	\$70.00	22023	DF COMP EE PORTION
3/18/2013	16328	VALLEY PETROLEUM	\$294.00	4741	OIL
3/25/2013	16329	CIRCLE K	\$128.90	4978	PUMP CRANKCASE
3/25/2013	16330	CITY OF SWARTZ CREEK	\$650.84	4920	UTILITIES STA 1
3/25/2013	16331	NW REGIONAL FIRE TRAIN	\$125.00	4960	CLASSES
3/25/2013	16332	VALLEY PETROLEUM	\$302.35	4741	FUEL
3/25/2013	16333	STEVE TABIT	\$62.98	4727	SHIPPING REIMBURSEMENT
			(\$438.82)	22022	02/13 STATE TAX
			\$2,533.34	22021	03/13 SOC SEC
			\$373.96	22022	03/13 STATE TAX PAYABLE
			\$1,100.03	1002	03/04 PAYROLL
			\$5,865.48	1002	03/13 PAYROLL
			\$1,095.30	1002	03/20 PAYROLL
		TOTAL	\$16,283.47		

VOID CHECKS: 16323



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

Reference: EMW-2012-FV-03275

Dear Assistance to Firefighters Grant Program Applicant,

On behalf of the Federal Emergency Management Agency's (FEMA) Grant Programs Directorate, I wish to thank you for applying for assistance under the Fiscal Year (FY) 2012 Assistance to Firefighters Grant (AFG) Program. Unfortunately, after careful consideration and review, we are unable to approve your application and fund your request. We regret that the news could not be more positive.

As you are aware, the AFG Program is among the Department of Homeland Security's (DHS) and FEMA's most competitive grant programs. In FY 2012, FEMA received nearly 12,000 AFG applications, requesting more than \$2.15 billion in funds. The large number of applications received and the finite amount of available funding resulted in many worthy applicants not being funded and underscores the highly competitive nature of this program

In order to assist you to better understand our decision, and to hopefully assist you in preparing future applications, it may be useful to discuss some of the reasons why we are unable to fund your current request. We want to make every effort to encourage you to participate in the AFG program in future years and remind you that although your organization did not receive a grant this year, that does not mean it will not be able to receive a grant next year.

Under the AFG program, each application receives a careful, thoughtful, and multi-level review. First, each application receives a preliminary score based on the applicant's answers to the application questions. The application questions are developed based on the AFG program priorities, which are explained in the FY 2012 AFG Funding Opportunity Announcement (FOA), previously known as the Program Guidance. The FY 2012 AFG Program priorities and the corresponding scoring values assigned to them are recommended by the AFG's Criteria Development Team, which consists of representatives from nine nationally recognized fire service organizations. When assessing each application, we compare the program priorities of the FY 2012 AFG FOA with the information in your application. If your answers to application questions do not correspond closely enough with the higher program priorities, your application will not score as well. Applications that do not score well in the preliminary review are not selected to proceed further.

Unfortunately your application is among those which did not score high enough to proceed to the second phase of AFG application evaluation, which is the peer review panel evaluation. We have listed below the primary area of your application that did not score high enough for your application to be considered for peer review. The reference below provides page numbers from the FOA/Program Guidance where the specific funding priorities are discussed.

Your organization's response to application questions concerning the age of non-ambulance fleet vehicles you are seeking to replace did not adequately align to the higher AFG Program priorities and consequently, did not score high enough for further consideration.

Please see FY2012 AFG FOA, Page 49

Additional Considerations

- o Age of the vehicle being replaced; older equipment receive higher consideration

Your organization's response to application questions concerning the proposed project and budget, financial need, cost benefits, enhanced daily operation, and how the grant will positively impact the regional ability to protect life and property did not adequately align to the higher AFG Program priorities and consequently, did not score high enough for further consideration.

Please see FY2012 AFG FOA, Page 21

During the panel review process, panelists will provide a subjective but qualitative judgment on the merits of each request.

Applications, including requests for equipment and/or training, will be evaluated relative to the critical infrastructure within the applicant's area of first-due response.

Panelists will assess such infrastructure and the hazards confronting the community, as explained in the Narrative Statement.

Your organization's response to application questions concerning the similarities of your fleet vehicles by type/class did not adequately align to the higher AFG Program priorities and consequently, did not score high enough for further consideration.

Please see FY2012 AFG FOA, Page 49

- o Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- o Average age of the fleet; older equipment within the same class

Just like the fire service, the AFG evaluation criteria and scoring values are constantly evolving. Please check the AFG Web site often at <http://www.fema.gov/firegrants/> for information on future funding opportunities.

There are several tools and resources available to help fire departments and unaffiliated emergency medical services organizations develop effective AFG grant applications. I encourage you to make use of these resources as you prepare your next grant request.

1. **AFG Web Site (www.fema.gov/firegrants).** The AFG Web site offers a wealth of resources, such as the following:
 - o The AFG FOA, which explains funding priorities and criteria
 - o Frequently Asked Questions (FAQs)
 - o Tips on writing a good application Narrative Statement
 - o Narrative Self-Assessment Tool
 - o AFG e-Mail Alerts, biweekly e-mail messages to the AFG mailing list (which provides important announcements about new application periods), upcoming workshops, and other AFG program updates(to receive AFG E-Mail Alerts, sign up on the AFG Web site)
 - o Grantee success stories
2. **AFG Workshops.** Each year, the AFG Program holds free workshops in different cities around the country to help applicants prepare competitive grant applications. These workshops provide information about recent changes to the AFG Program, including any change to funding priorities and the eligibility criteria. The workshops for FY 2013 will be held next spring.

3. **Toll-Free Help Desk (1-866-274-0960 or firegrants@dhs.gov).** The AFG Help Desk staff members answer questions from applicants by telephone and by e-mail. Between application periods, they field general questions about AFG programs. During application periods, they provide technical assistance with the on-line application and answer questions about the AFG FOA. If additional assistance is needed, the Help Desk staff can refer questions directly to subject matter specialists.

If you have questions or want more information, contact the AFG Help Desk and ask to speak to a fire program specialist. The AFG Help Desk can be reached toll-free at 1-866-274-0960, or by e-mail at firegrants@dhs.gov. Questions will be answered in the order in which they are received.

Your interest in the AFG Program reminds us that America's fire and emergency medical services organizations continue to have great need for support. FEMA and DHS will continue to work closely with and support the nation's first responders and their vital work. Thank you again for your dedication and commitment.

Sincerely,



David J. Kaufman
Acting Assistant Administrator
Grant Programs Directorate

City of Swartz Creek
 Delinquent Mowing/Sidewalk/Water/Sewer Accounts

Estimated Amounts to Taxes 2013

Mowing

Invoice	Date	Name	Tax ID #	Amount
1200005298	8/23/2012	Robert Gagnon	58-02-503-004	300.00
1200005214	6/5/2012	Margaret V Cockran	58-03-531-064	300.00
3 Invoices	8/9/2012	Lelan Eckstein	58-01-502-077	900.00
5 Invoices	8/16/2012	General Motors	58-31-526-009	1500.00
2 Invoices	8/9/2012	Paula Vsetula	58-36-526-070	600.00
3 Invoices	8/9/2012	Charles Holland	58-31-100-035	900.00
1200005217	6/5/2012	Terry Coy	58-02-529-006	300.00
1200005300	8/23/2012	Kosta Todorovsky	58-03-530-002	300.00
Total				\$5,100.00

Water & Sewer

Customer Name	Address	Tax ID #	Amount
Tom Rex	5031 Brady	58-02-527-016	66.93
Federal Home Ln Mtg	6211 Bristol Rd	58-31-200-004	168.96
Charles Holland	6289 Bristol Rd	58-31-100-035	1347.04
Secretary of HUD	7074 Bristol Rd	58-25-576-002	33.33
Anna Frary	7325 Bristol Rd	58-36-100-005	120.80
Evelyn Stockdale	3446 Cambridge	58-30-651-001	462.05
Julie Smith	8481 Chesterfield	58-02-501-050	66.67
Andrew Hayes	9103 Chesterfield	58-03-527-014	100.10
Zacharius Dekalita	3495 Canterbury	58-30-651-032	98.25
Dawn Gagnon	5256 Don Shenk	58-02-503-004	430.20
Janis Meader	5410 Don Shenk	58-03-579-002	440.49
Paul Vsetula	4056 Elms	58-36-526-070	169.24
Dorothy MacGillivray	5052 Fairchild	58-02-526-086	465.03
DRW Campaigns LLC	5020 Ford	58-02-528-009	33.59
Diane Green	7512 Grove St	58-01-100-019	208.92
Mark Vieau	5182 Helmsley	58-03-532-003	229.97
Fannie Mae	9261 Hill Rd	58-03-576-005	726.76
Mike & Florica Man	5012 Holland	58-02-529-017	430.20
Janet Hodge	8132 Ingalls	58-02-200-003	393.04
Eleanor Swyers	4057 Jennie Ln	58-36-526-043	107.36
David Zacek	9190 Jill Marie	58-03-534-003	66.93
Matthew Hosler	9143 Luea Ln	58-03-626-024	78.74
Chad Humphreys	6115 Miller	58-31-527-005	537.62
Donald Clark	6350 Miller	58-31-100-023	420.48
Dennis Sweeney	7151 Miller	58-36-577-020	79.72
Gary Pelky	7179 Miller	58-36-577-022	89.87
L. Dalby & J. Bowers	7470 Miller	58-36-300-014	102.21
Fadi Rishmawi	8210 Miller	58-35-400-011	156.00
Bethany Adams	8215 Miller	58-02-526-028	151.02
Satori Corporation	4264 Morrish	58-35-576-021	44.36
Lorene Berens	5130 Morrish	58-02-200-020	32.55
Richard Miller	5157 Morrish	58-01-100-013	257.38
Shannon Cook	5097 School	58-02-526-014	80.79
Helen Storer	5119 School	58-02-526-015	190.28

Customer Name	Address	Tax ID #	Amount
Michelle Asbury	5361 Seymour	58-0-533-029	96.15
Leland Eckstein	5017 Third St	58-01-502-077	430.98
Richard White	5124 Winshall	58-02-503-083	441.27
Cunningham Properties	5304 Winshall	58-02-553-011	66.67
Phil Banacki	5285 Worchester	58-02-551-013	66.67
Kari Hajdino	5325 Worchester	58-03-578-009	1433.87
Thomas Duncan	7115 Yarmy Dr	58-36-526-030	67.68
			<u>\$10,990.17</u>

Swartz Creek Area
Senior Citizens, Inc.

8095 Civic Drive Swartz Creek, Michigan 48473-1377 810-635-4122

April 12, 2013

Mrs. Deanna Korth, Treasurer
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Dear Deanna:

This letter is sent to request a distribution of Delinquent Tax monies to the Swartz Creek Area Senior Center in the amount of \$37.73, which I understand to be the balance as of March 25th, 2013. Please issue a check instead of a wire transfer, at your earliest convenience.

Sincerely,



Melinda A. Soper, Director

QUOTE SHEET

①

CITY PROPERTIES—MOW & TRIM

Property	Location	Price Per Mowing
1. City Admin Bldg	8083 Civic	\$ <u>20</u>
2. Veteran's Memorial	8059 Fortino	\$ <u>10</u>
3. Blacksmith/Warehouse	South Morrish Rd	\$ <u>15</u>
4. Water Tower	S of Miller, W of Winston	\$ <u>15</u>
5. Amphitheater (Monday 5/01-8/01)	Civic Dr	\$ <u>20</u>
6. Senior Center/Library	Civic Dr	\$ <u>20</u>
7. Public Safety Bldg	Civic Dr	\$ <u>15</u>
8. Vacant Lot	8068 Fortino	\$ <u>10</u>
9. Drain Easement- (Non Fenced Area)	Elms, S of Miller, at Creek	\$ <u>10</u>
10. City Sign (Clear Vision)	Miller & Seymour, S Leg- SE	\$ <u>10</u>
11. Cemetery	Morrish & Fortino	\$ <u>20</u>
12. Bicentennial Park Areas	Morrish, East Side, Wade to Morrish	\$ <u>10</u>
13. Cappy Lane Sewer (Lift Station)	8331 Cappy	\$ <u>15</u>
14. Vacant Lot-Fortino Dr	N side off Morrish Rd	\$ <u>5</u>
15. Elms Rd Park (Approx 35 Acres)	Elms Rd Park	\$ <u>325</u>
16. Winshall Park. (Approx 12 Acres)	Winshall Dr, Durwood to N Daval	\$ <u>200</u>
17. Raubinger Rd (To Back of Houses)	S of Miller, N of Creek	\$ <u>10</u>
18. 9217 Hill (empty Lot)	SW Corner of Seymour & Hill	\$ <u>10</u>
19. 5492 Miller	Lot E of RR Tracks	\$ <u>10</u>
20. Park & Ride	6425 Miller	\$ <u>15</u>
21. 3350 Dye—50' off ROW	S of RR Tracks	\$ <u>10</u>
22. 3386 Dye Rd—50' off ROW	S of RR Tracks	\$ <u>5</u>
23. Residential lots per City Ord. # 364- (lots to be determined by City and sent to contractor for processing)		\$ <u>10</u>
TOTAL FOR CITY PROPERTIES		\$ <u>790.00</u>

Company Name Lawn Kings Lawn & Landscape
 Address 1322 Pettibone Ave Flint MI 48507
 Phone 810 875-9154 / 810-357-6099 Contact Name Joe Miralles
 Office cell

QUOTE SHEET

CITY PROPERTIES—MOW & TRIM

	Property	Location	Price Per Mowing
1.	City Admin Bldg	8083 Civic	\$ <u>20.00</u>
2.	Veteran's Memorial	8059 Fortino	\$ <u>20.00</u>
3.	Blacksmith/Warehouse	South Morrish Rd	\$ <u>15.00</u>
4.	Water Tower	S of Miller, W of Winston	\$ <u>20.00</u>
5.	Amphitheater (Monday 5/01-8/01)	Civic Dr	\$ <u>20.00</u>
6.	Senior Center/Library	Civic Dr	\$ <u>20.00</u>
7.	Public Safety Bldg	Civic Dr	\$ <u>25.00</u>
8.	Vacant Lot	8068 Fortino	\$ <u>15.00</u>
9.	Drain Easement- (Non Fenced Area)	Elms, S of Miller, at Creek	\$ <u>20.00</u>
10.	City Sign (Clear Vision)	Miller & Seymour, S Leg- SE	\$ <u>20.00</u>
11.	Cemetery	Morrish & Fortino	\$ <u>30.00</u>
12.	Bicentennial Park Areas	Morrish, East Side, Wade to Morrish	\$ <u>15.00</u>
13.	Cappy Lane Sewer (Lift Station)	8331 Cappy	\$ <u>15.00</u>
14.	Vacant Lot-Fortino Dr	N side off Morrish Rd	\$ <u>20.00</u>
15.	Elms Rd Park (Approx 35 Acres)	Elms Rd Park	\$ <u>275.00</u>
16.	Winshall Park (Approx 12 Acres)	Winshall Dr, Durwood to N Daval	\$ <u>170.00</u>
17.	Raubinger Rd (To Back of Houses)	S of Miller, N of Creek	\$ <u>20.00</u>
18.	9217 Hill (empty Lot)	SW Corner of Seymour & Hill	\$ <u>20.00</u>
19.	5492 Miller	Lot E of RR Tracks	\$ <u>25.00</u>
20.	Park & Ride	6425 Miller	\$ <u>20.00</u>
21.	3350 Dye—50' off ROW	S of RR Tracks	\$ <u>20.00</u>
22.	3386 Dye Rd—50' off ROW	S of RR Tracks	\$ <u>20.00</u>
23.	Residential lots per City Ord. # 364- (lots to be determined by City and sent to contractor for processing)		\$ <u>50.00</u>
TOTAL FOR CITY PROPERTIES			\$ <u>945.00</u>

Company Name ROYALTY SERVICES INC.
 Address 11339 SILVER LK Rd BYRON ME
 Phone 800-266-6866 Contact Name MATT MOWINSKI

ADVERTISEMENT FOR BIDS

CITY OF SWARTZ CREEK

The City of Swartz Creek will be accepting sealed mowing bids for the two mowing seasons beginning May 2013 through January 2016 at the City offices located at 8083 Civic Dr., Swartz Creek, MI until 11:00 am Monday, April 15, 2013, with bids being opened to the public at that time. Complete bid packets can be picked up at the City offices Monday through Friday between 8:00am and 4:30 pm.

Publish: Thursday, February 28, 2013
Swartz Creek View

PROOF REQUIRED

Please Bill the: City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

**City of Swartz Creek
Department of Public Services
8083 Civic Drive
Swartz Creek, MI 48473
(810)635-4464**

Sealed bids will be accepted for the two mowing seasons beginning May 2013 through January 2016, by the City of Swartz Creek located at 8083 Civic Drive, Swartz Creek, MI 48473 until 11:00 am, Monday, April 15, 2013, with bids being opened to the public at that time.

If you have questions or wish to visit the site(s) with us, please call and arrange for an employee to escort you.

All bids must be made on City of Swartz Creek forms. All envelopes containing bids must be plainly marked "**Mowing Bid.**"

We are asking for a price submission on each individual area. The City will inform the contractor at the beginning of the season what areas need to be mowed and how often. No area shall be mowed more than once per week. Any price for mowing less than the total area will be based on a percentage of the total area. As the season progresses all areas might be mowed less frequently, at the City's discretion.

As a requirement of the bid being accepted by the City of Swartz Creek, the successful contractor will submit to the City Clerk a policy of liability insurance covering the activities of the company submitting the bid, showing coverage in the amount of \$1,000,000-\$3,000,000. The successful contractor will have adequate and appropriate equipment to perform all of the work for which this bid is submitted.

The City shall not be liable under any circumstances, including termination of this agreement, for costs of any equipment purchased by the contractor for the purpose of performing any of the work provided for in this bid.

Payment will be on a "per mowing" basis with the billing submitted on invoices at least once per month, payment to be net 30 days.

This mowing contract will be awarded to the lowest qualified bidder.

The City reserves the right to reject any and all bids.

Complete Bid packets can be picked up at the City of Swartz Creek offices Monday through Friday between 8:00am and 4:30 pm.

Tom. R. Svreck
Director of Public Services

QUOTE SHEET

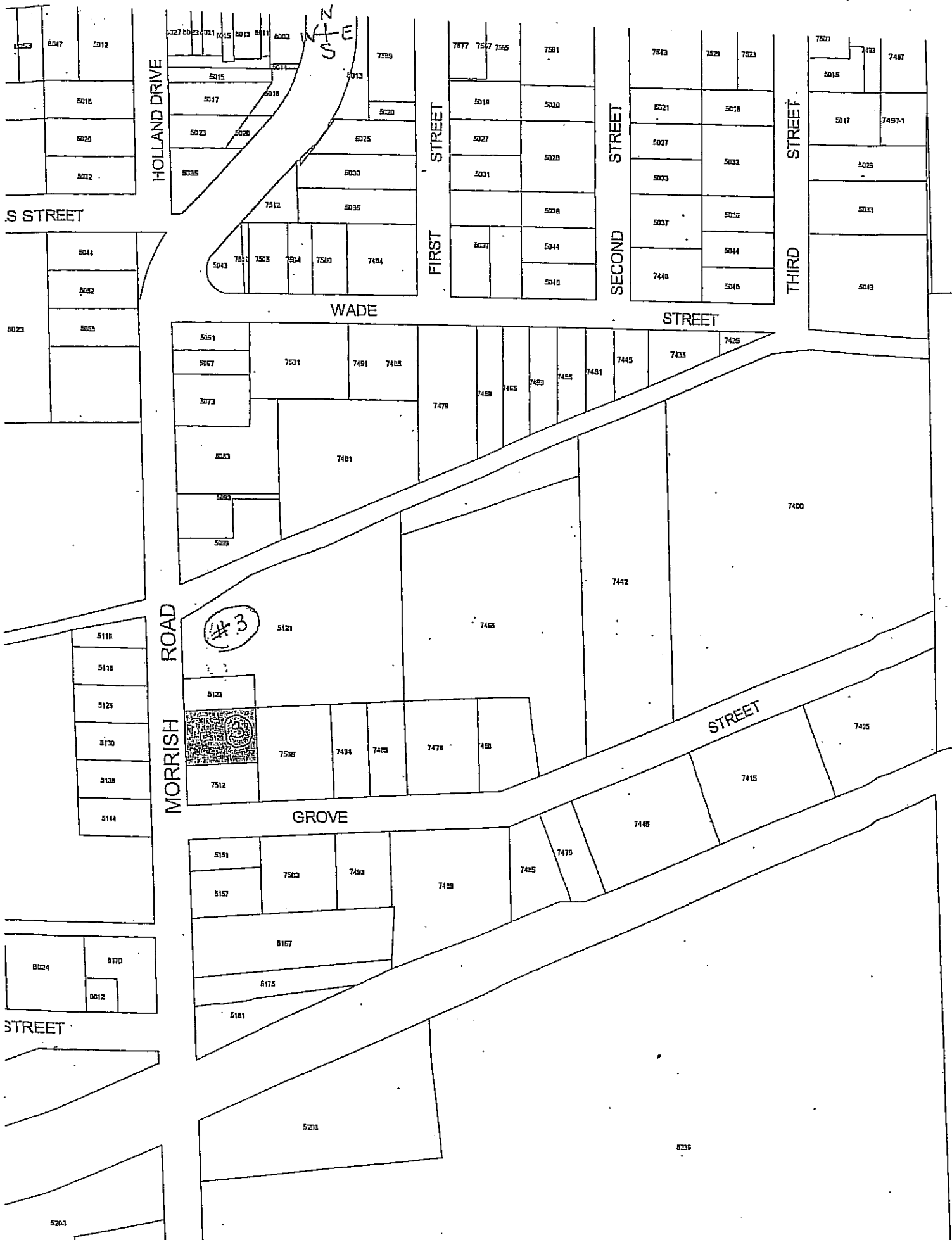
CITY PROPERTIES—MOW & TRIM

	Property	Location	Price Per Mowing
1.	City Admin Bldg	8083 Civic	\$ _____
2.	Veteran's Memorial	8059 Fortino	\$ _____
3.	Blacksmith/Warehouse	South Morrish Rd	\$ _____
4.	Water Tower	S of Miller, W of Winston	\$ _____
5.	Amphitheater (Monday 5/01-8/01)	Civic Dr	\$ _____
6.	Senior Center/Library	Civic Dr	\$ _____
7.	Public Safety Bldg	Civic Dr	\$ _____
8.	Vacant Lot	8068 Fortino	\$ _____
9.	Drain Easement- (Non Fenced Area)	Elms, S of Miller, at Creek	\$ _____
10.	City Sign (Clear Vision)	Miller & Seymour, S Leg- SE	\$ _____
11.	Cemetery	Morrish & Fortino	\$ _____
12.	Bicentennial Park Areas	Morrish, East Side, Wade to Morrish	\$ _____
13.	Cappy Lane Sewer (Lift Station)	8331 Cappy	\$ _____
14.	Vacant Lot-Fortino Dr	N side off Morrish Rd	\$ _____
15.	Elms Rd Park (Approx 35 Acres)	Elms Rd Park	\$ _____
16.	Winshall Park (Approx 12 Acres)	Winshall Dr, Durwood to N Daval	\$ _____
17.	Raubinger Rd (To Back of Houses)	S of Miller, N of Creek	\$ _____
18.	9217 Hill (empty Lot)	SW Corner of Seymour & Hill	\$ _____
19.	5492 Miller	Lot E of RR Tracks	\$ _____
20.	Park & Ride	6425 Miller	\$ _____
21.	3350 Dye—50' off ROW	S of RR Tracks	\$ _____
22.	3386 Dye Rd—50' off ROW	S of RR Tracks	\$ _____
23.	Residential lots per City Ord. # 364-	(lots to be determined by City and sent to contractor for processing)	\$ _____
TOTAL FOR CITY PROPERTIES			\$ _____

Company Name _____

Address _____

Phone _____ Contact Name _____



N
S
E
W

HOLLAND DRIVE

S STREET

FIRST STREET

SECOND STREET

THIRD STREET

WADE STREET

STREET

MORRISH ROAD

GROVE STREET

#3

5053 5047 5012
5016
5025
5032

5027 5023 5021 5015 5013 5011 5003
5015 5017 5018
5023 5020
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7512 5035
5043 7501 7505 7504 7500 7484

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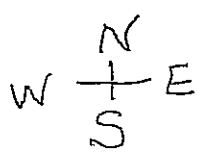
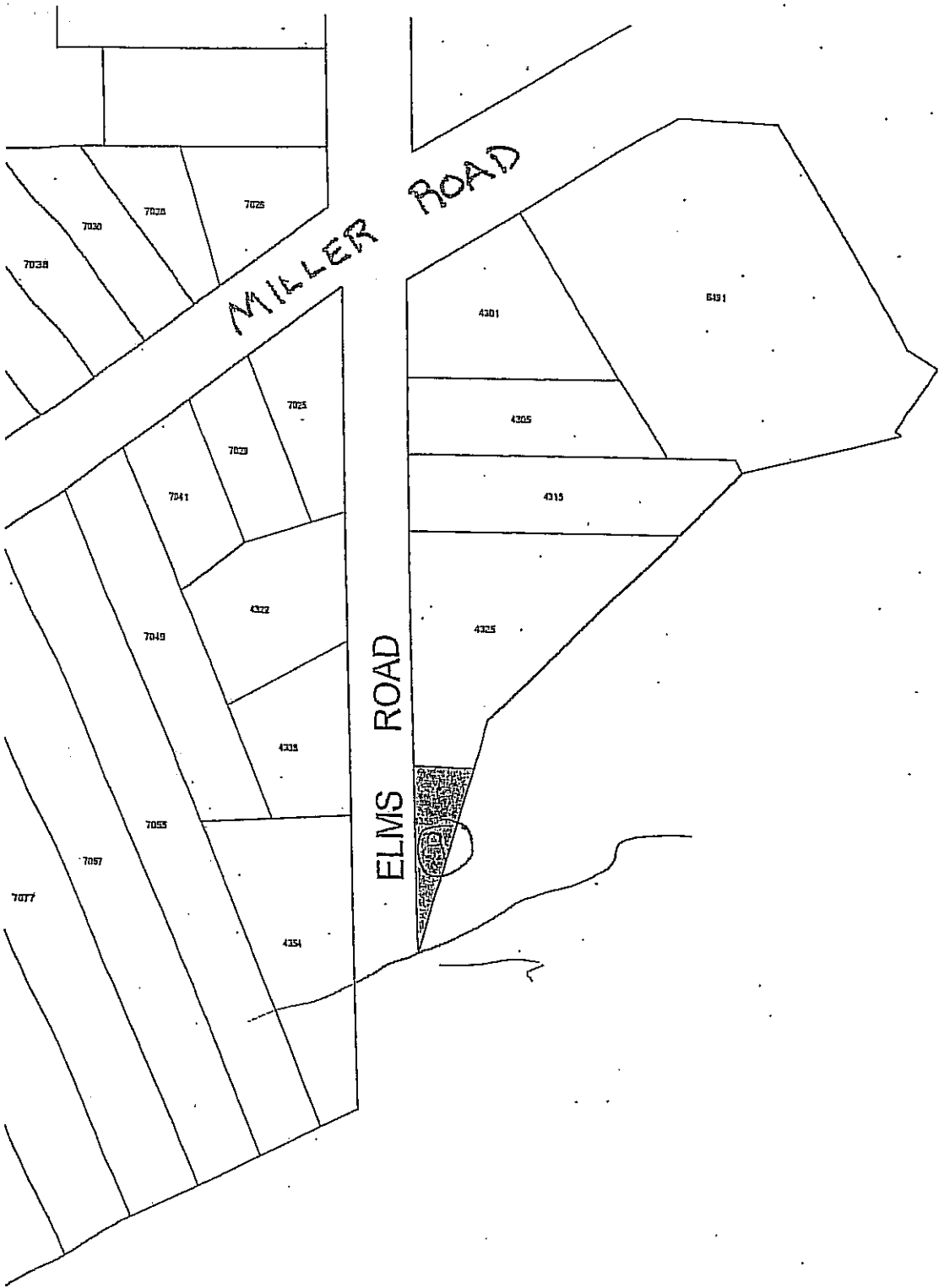
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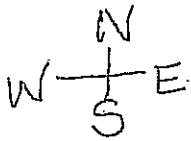
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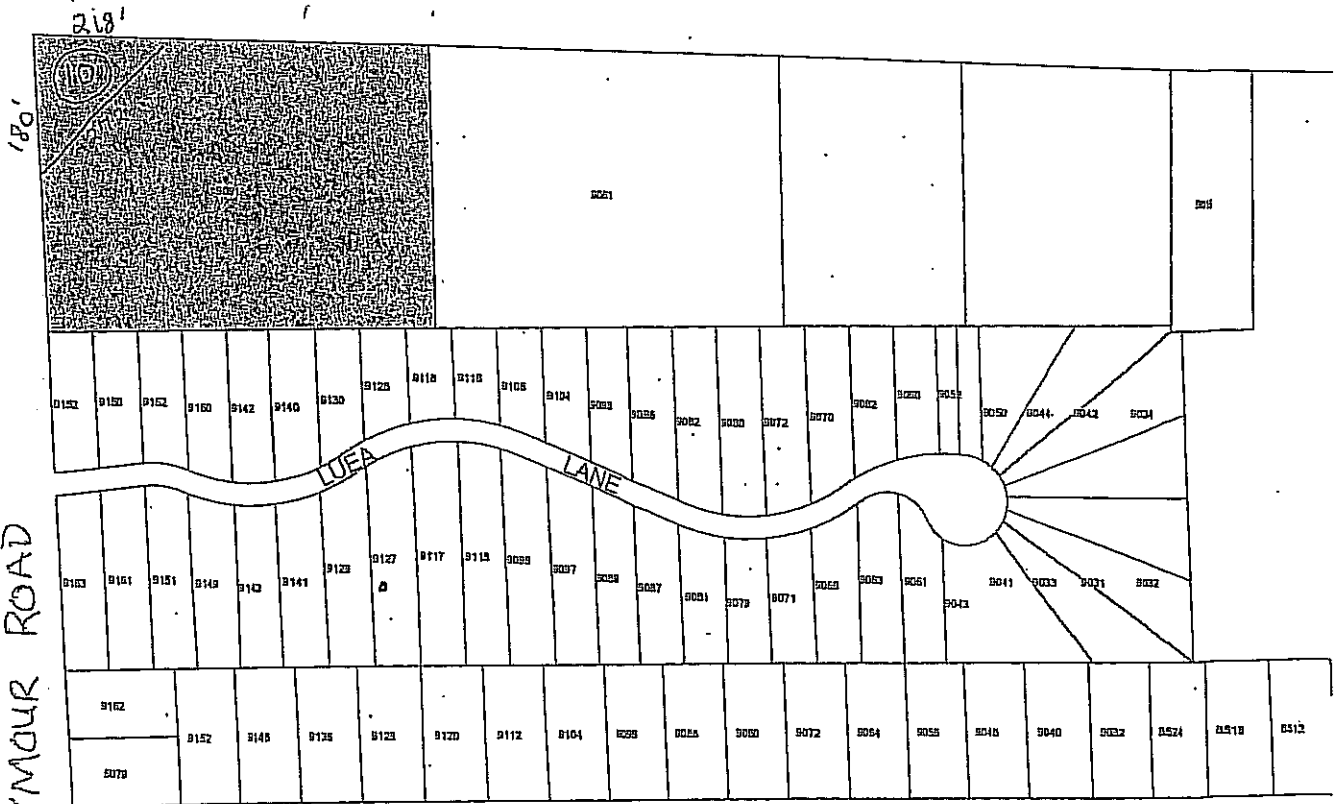
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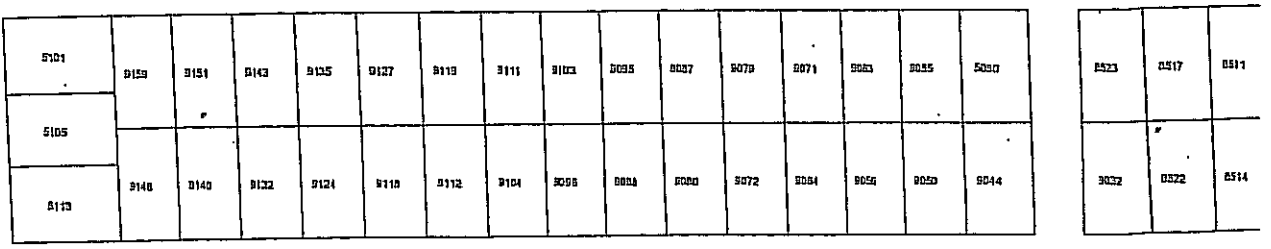
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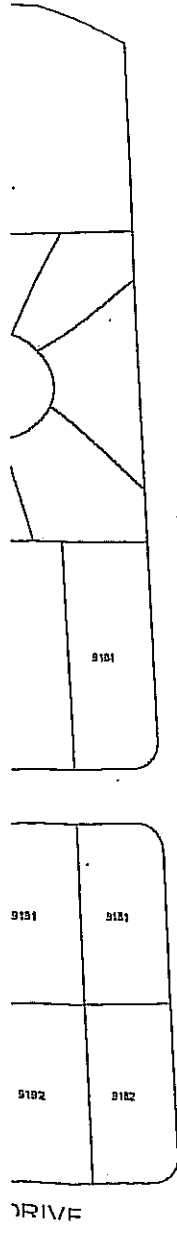
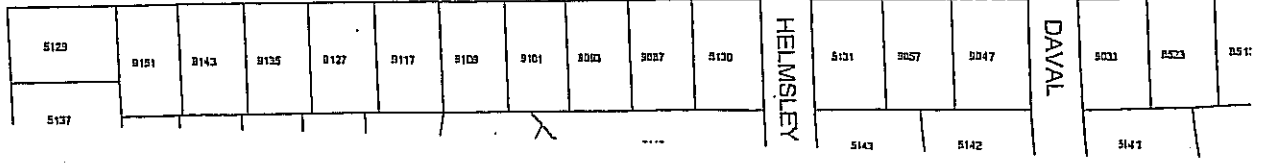
MILLER ROAD



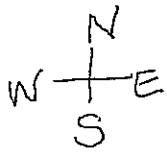
CHESTERFIELD DRIVE



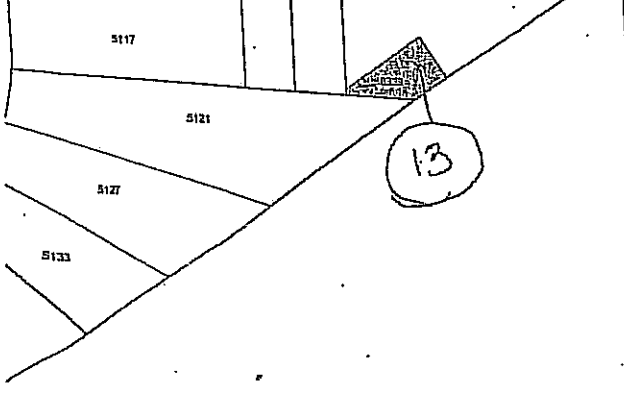
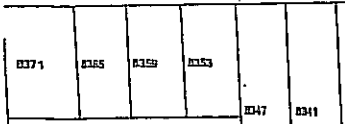
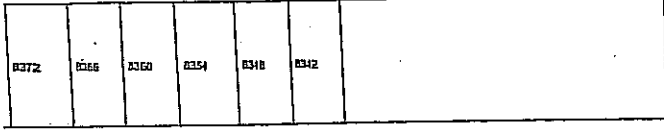
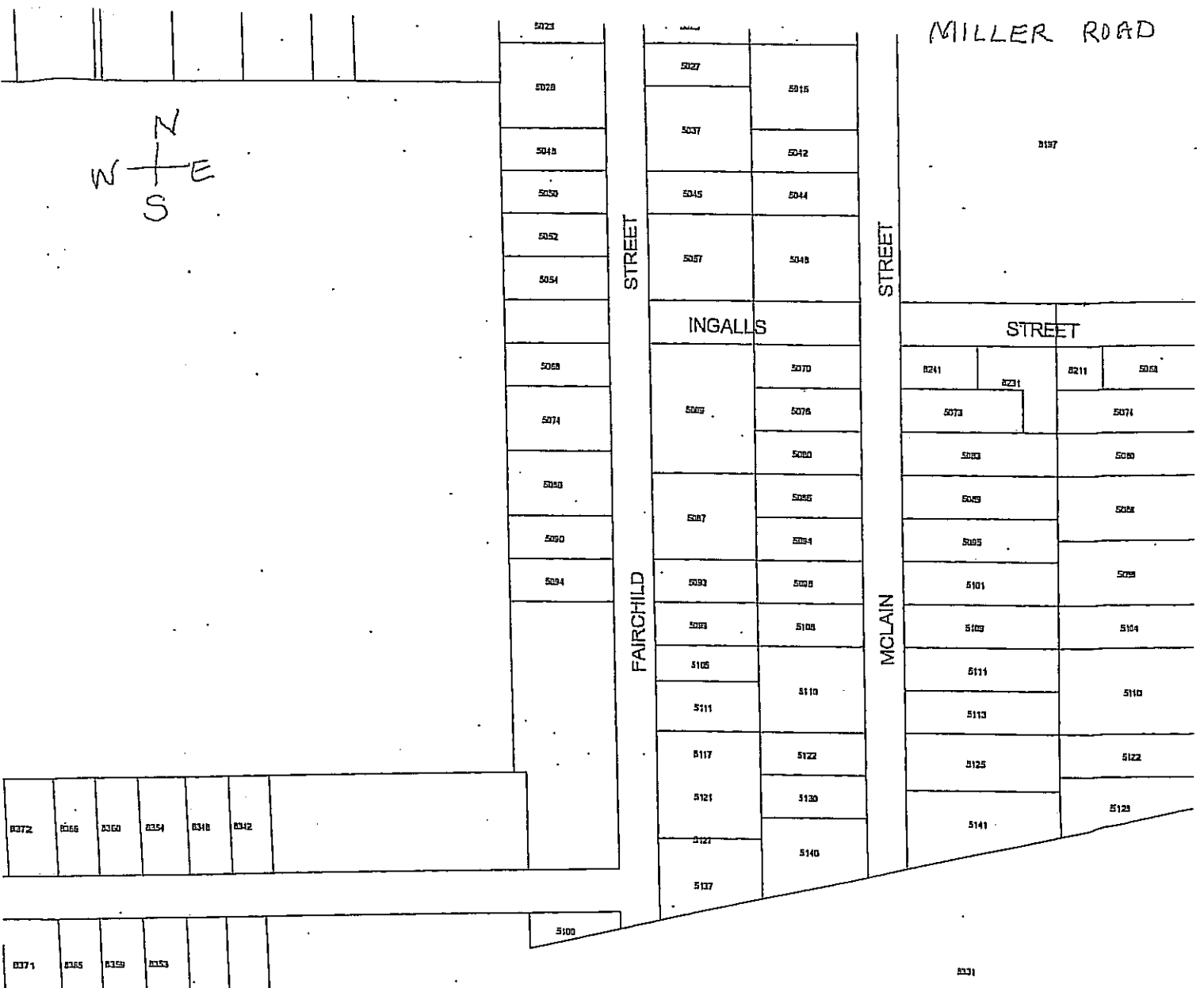
CHELMSFORD DRIVE

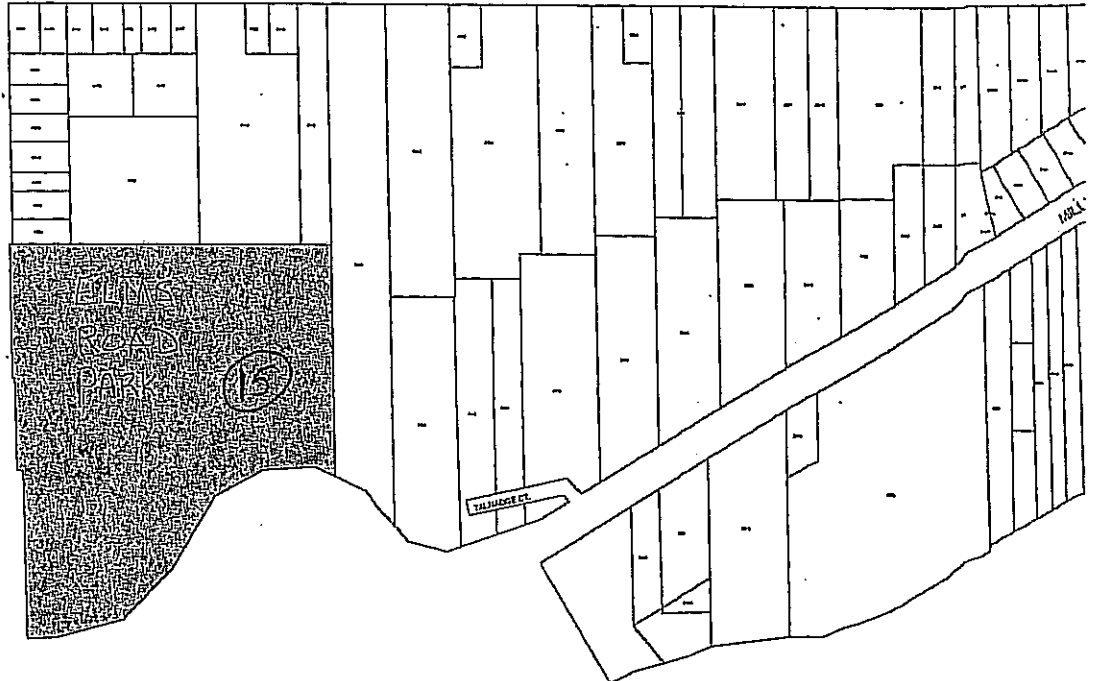
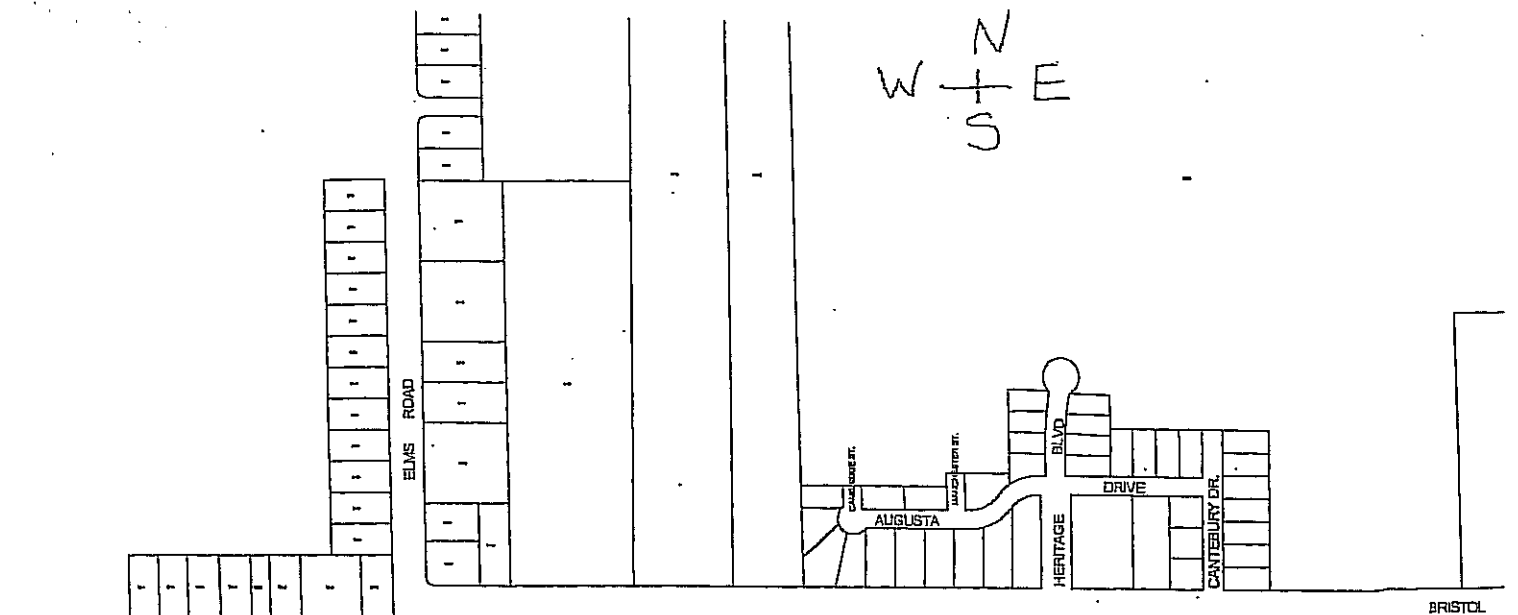
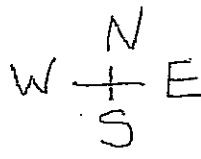


DRIVE

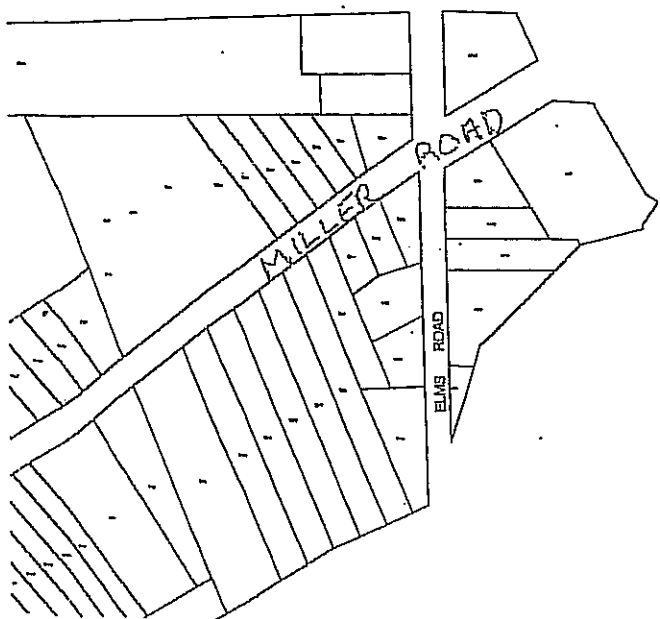


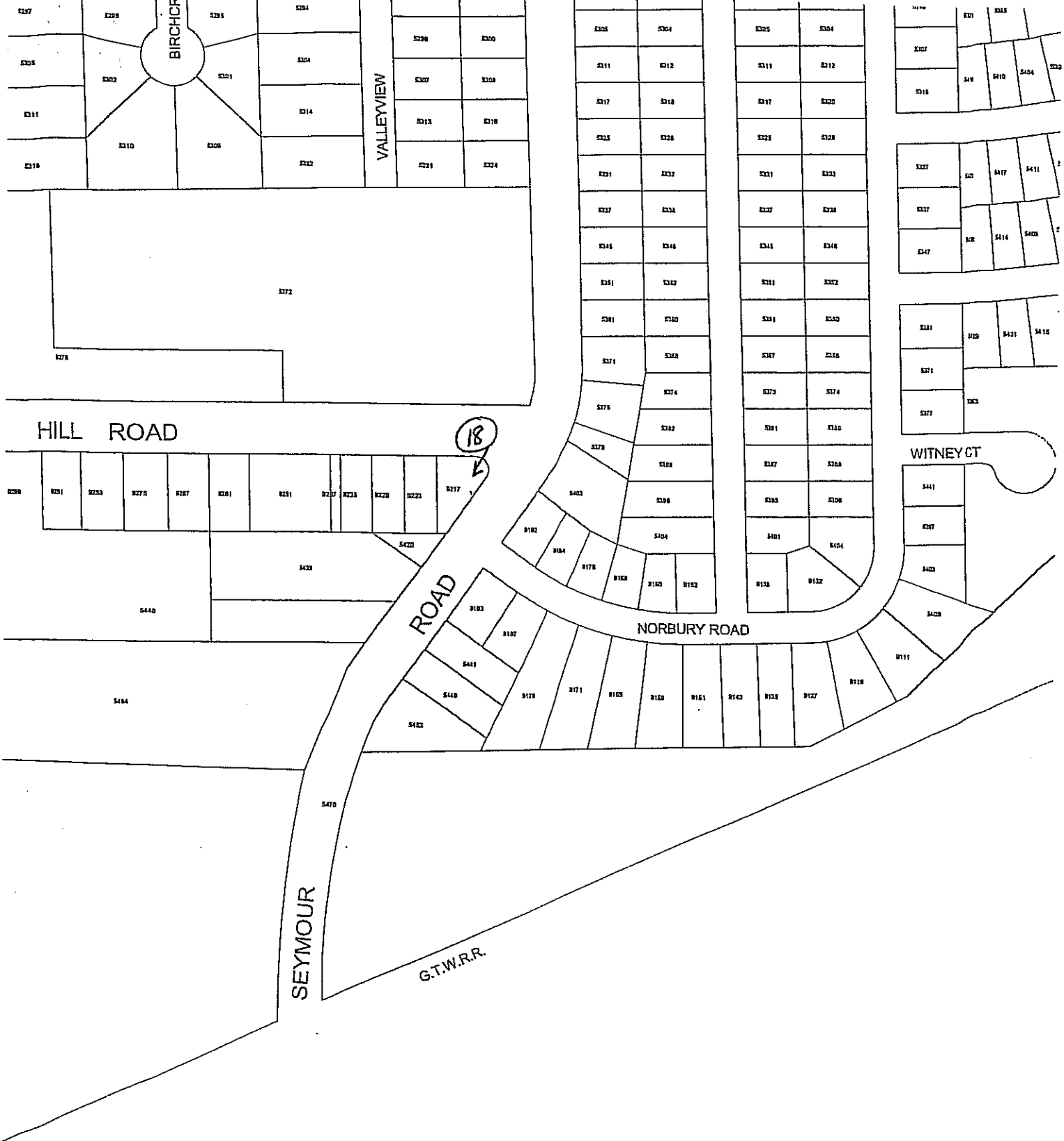
MILLER ROAD





I-69





BIRCHCROFT

VALLEYVIEW

HILL ROAD

SEYMOUR

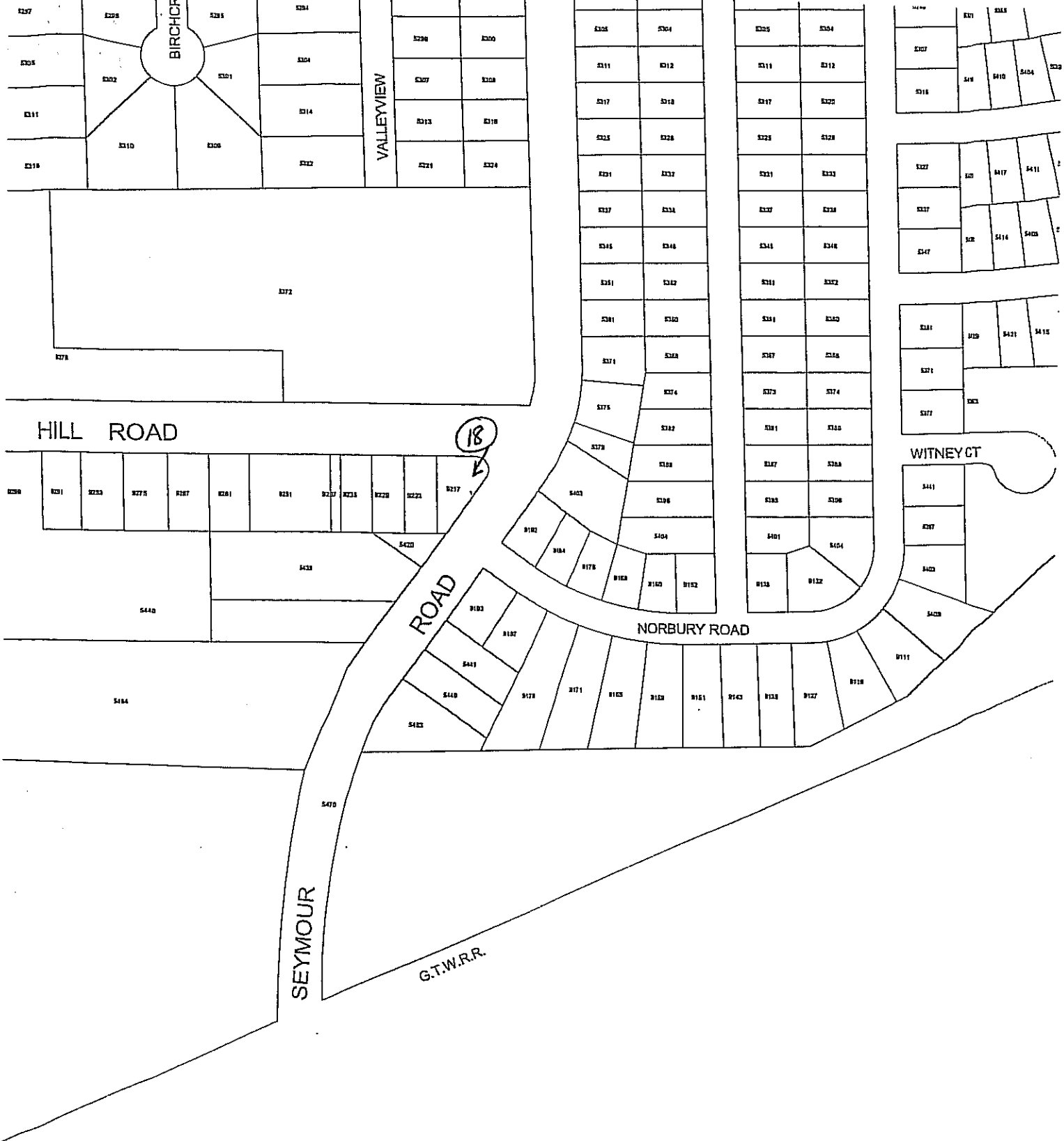
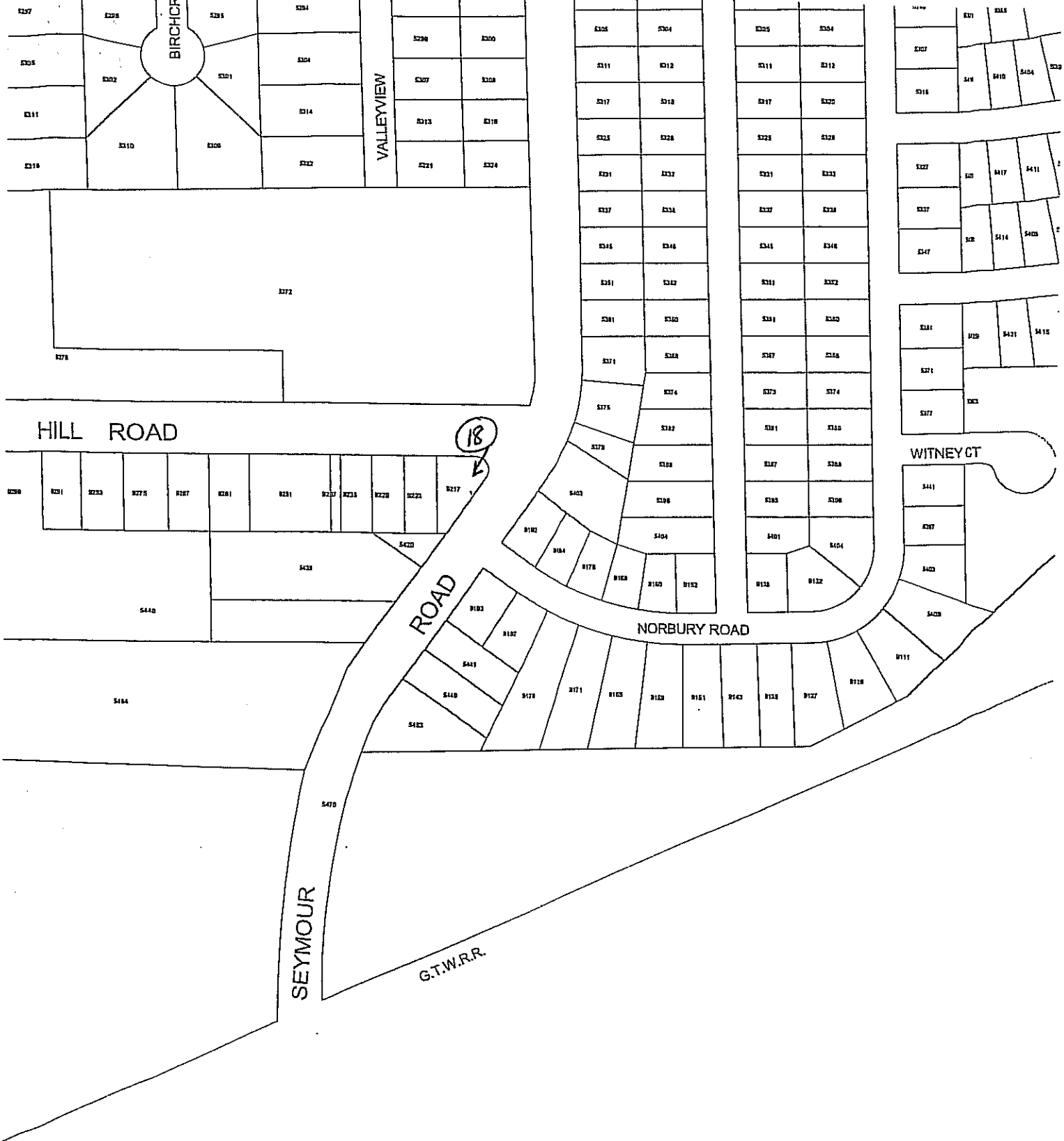
G.T.W.R.R.

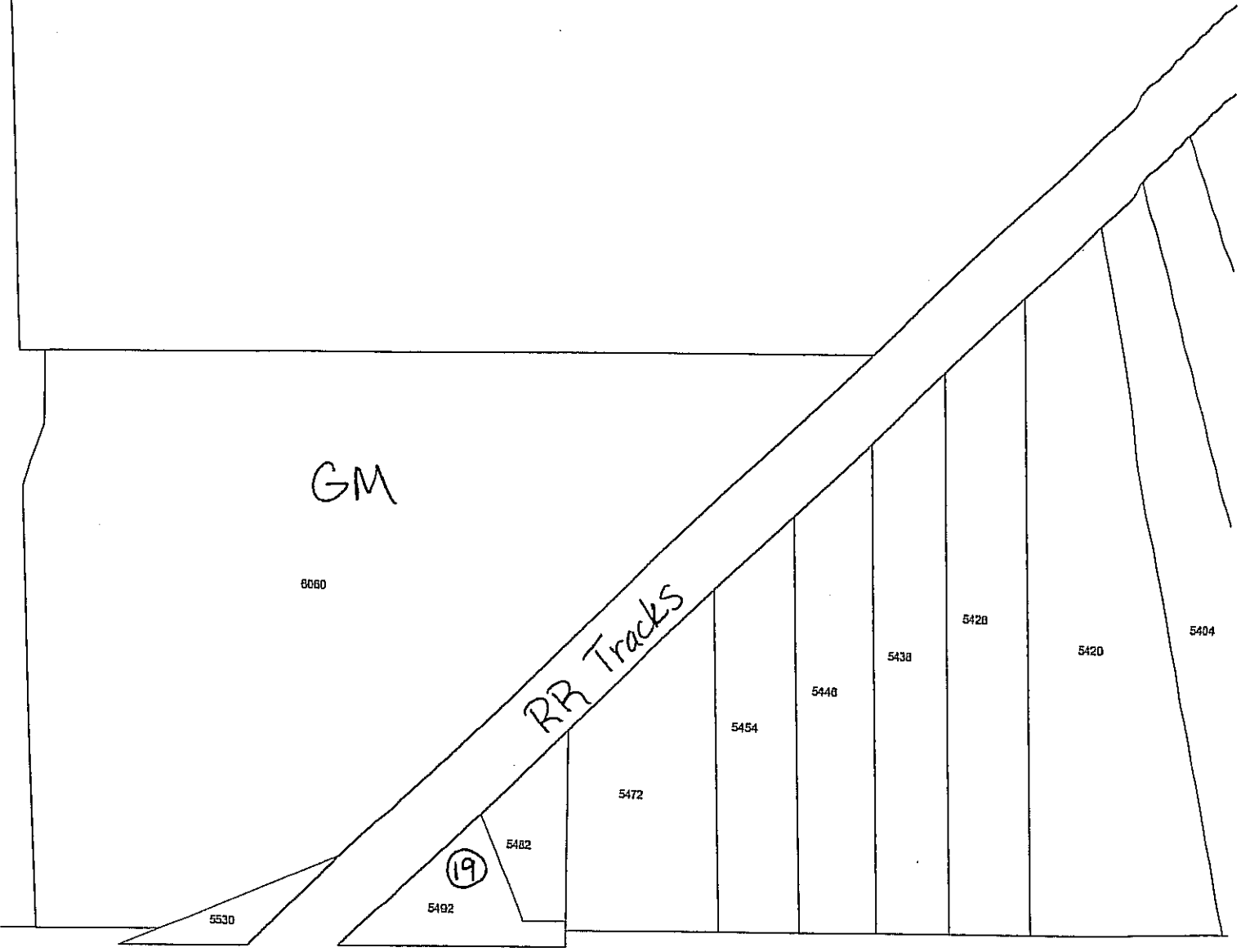
ROAD

NORBURY ROAD

WITNEY CT

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GM

8060

RR Tracks

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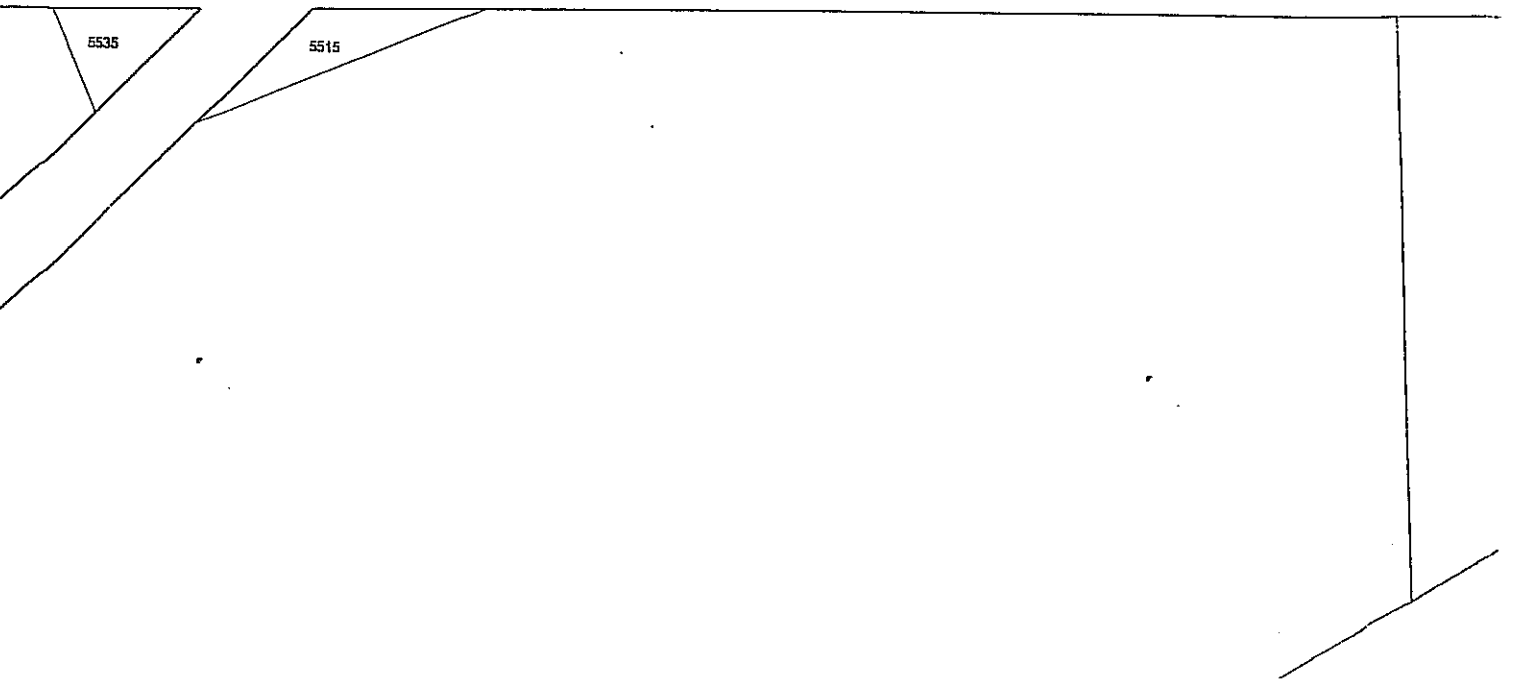
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MILLER



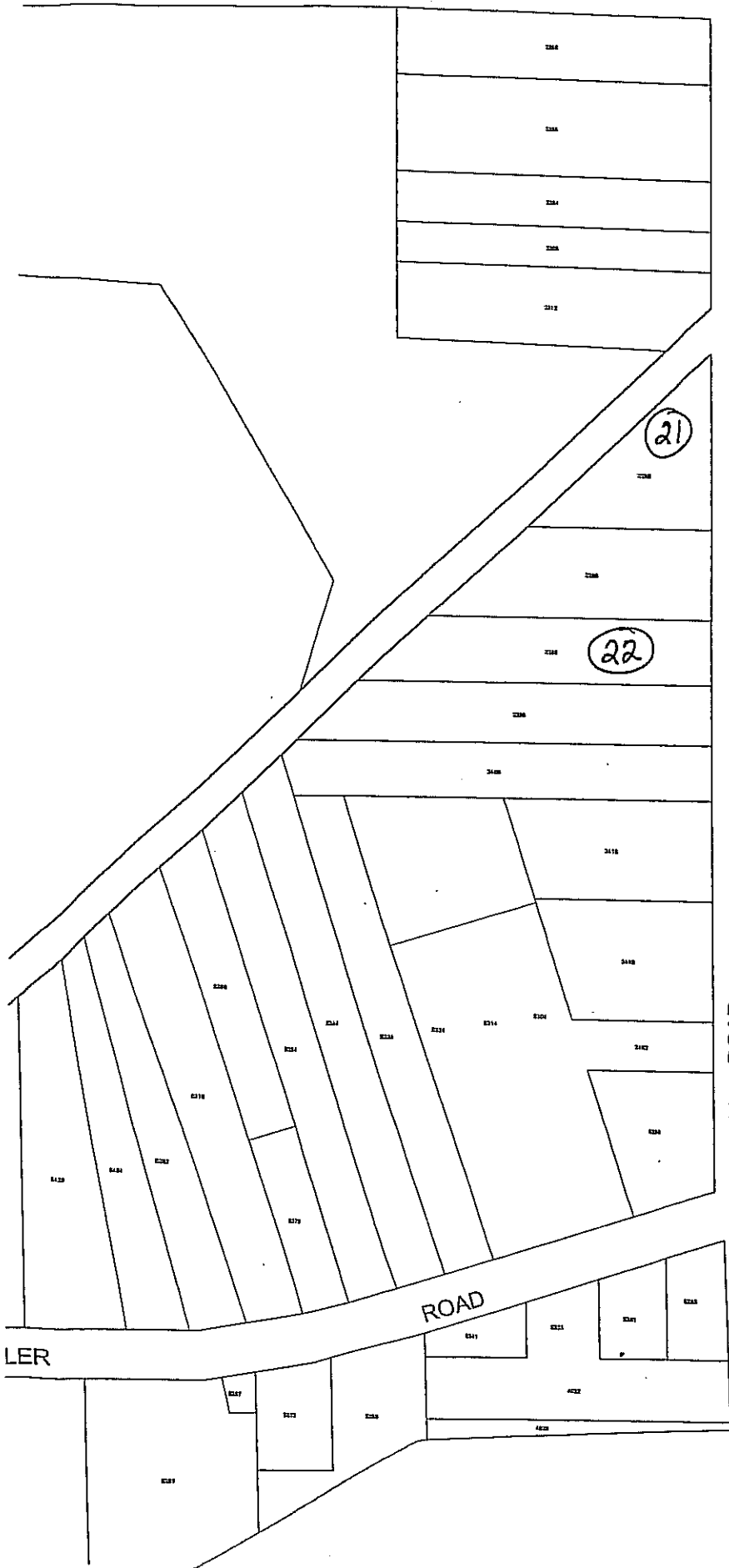
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20
STATE
PARK RIDE



DYE ROAD

ROAD

LER

21

22

CHARTER TOWNSHIP OF CLAYTON AND THE CITY OF SWARTZ CREEK INTERLOCAL AGREEMENT FOR THE SWARTZ CREEK AREA FIRE DEPARTMENT PURSUANT TO THE URBAN COOPERATION ACT OF 1967, MCL 124.501 et al.

This interlocal agreement is entered into between the parties, the Charter Township of Clayton and the City of Swartz Creek to create and manage the Swartz Creek Area Fire Department by and through the Swartz Creek Area Fire Department Board pursuant to the Michigan Urban Cooperation Act of 1967 and is limited to and governed by the provisions of MCL 124.501 et al. No other powers are granted to the Swartz Creek Area Fire Department or the Swartz Creek Area Fire Department Board other than set forth in MCL 124.501 et al. and this agreement.

OK

1. Definitions

A. Charter Township of Clayton (Township), a municipal corporation located at 2011 South Morrish Road, Swartz Creek, Michigan 48473.

OK

B. City of Swartz Creek (City), a Michigan municipal corporation located at 8083 Civic Drive, Swartz Creek, Michigan 48473.

OK

C. Interlocal Agreement, shall be defined as the written contract pursuant to MCL 124.501 through MCL 124.512 known as the Urban Cooperation Act of 1967 between the Charter Township of Clayton and the City of Swartz Creek to create the Swartz Creek Area Fire Department and the Swartz Creek Area Fire Department Board to provide fire protection services to the residents of the Township and the City.

OK

D. Swartz Creek Area Fire Department (SCAFD), shall be defined as the joint fire department created pursuant to this agreement under MCL 124.501 and operating under the direction of the Swartz Creek Fire Department Board and limited to the powers authorized by this agreement with fire halls located at 1494 S. Seymour in the Charter Township of Clayton and at 8100-B Civic Drive in the City of Swartz Creek.

OK

E. Swartz Creek Area Fire Department Board (SCAFD Board), shall be defined as a seven (7) member board created to manage the Swartz Creek Area Fire Department and Swartz Creek Area Fire Department Board members shall serve at the pleasure of the Township Board and the City Council pursuant to the provisions set forth herein.

(NOTE)

IS IT A GOOD IDEA TO BE ABLE TO REPLACE BOARD MEMBERS AT WILL? SUGGEST ONE-YEAR MINIMUMS

2. Swartz Creek Area Fire Department Board. The Township and the City shall create the Swartz Creek Area Fire Board to manage the affairs and actions of the Swartz Creek Area Fire Department.

OK

A. **Swartz Creek Area Fire Department Board Members.** The SCAFD Board shall consist of seven (7) members. OK

B. **Appointment of SCAFD Board Members by Clayton Township.** The Township shall appoint three (3) members to the SCAFD Board as approved by a majority of the Charter Township of Clayton Board of Trustees members. A minimum of one (1) member appointed to the SCAFD Board shall also be a member of the Clayton Township Board of Trustees. All members appointed to the SCAFD Board by the Township shall be residents of Clayton Township. (note)

MINIMUM Suggest
MORE THAN
ONE IS
PERMISSABLE.
ARE WE OK
WITH THIS?

C. **Appointment of SCAFD Board Members by City of Swartz Creek.** The City shall appoint three (3) members to the SCAFD Board as approved by a majority of the City of Swartz Creek Council. A minimum of one (1) member appointed to the SCAFD Board shall also be a member of the City of Swartz Creek Council. All members appointed to the SCAFD Board shall be residents of the City of Swartz Creek. (note)

SAME ISSUE
AS ABOVE.
THIS TERM IS
FOR ONE YEAR -
OTHERS AT
PLEASURE OF
BOARD.

D. **Appointment of Member at Large.** A seventh (7th) member of the Swartz Creek Area Fire Department Board shall be considered a member at large and shall be appointed on an alternating yearly basis by the Township and City and shall serve for a one (1) year term. The Township shall appoint the member at large in odd years and the City shall appoint the member at large in even years. The member at large term shall commence on April 1st of each year. The successor member at large shall be appointed by the appropriate municipality a minimum of thirty (30) days prior to the expiration of the current member at large term. (note)

E. **SCAFD Chief.** The SCAFD Chief shall be an ex-officio member of the SCAFD Board and shall have no voting rights. OK

F. **Term of SCAFD Board Members.**

1) The three (3) members appointed by the Township to the SCAFD Board and the member at large when appointed by the Township, may be replaced at any time by a majority vote of the Charter Township of Clayton Board of Trustees. The members of the SCAFD Board appointed by the Township shall serve at the pleasure of the Clayton Township Board of Trustees. (note)

AGAIN, IS THIS
A GOOD IDEA?

- 2) The three (3) members appointed by the City to the SCAFD Board and the member at large when appointed by the City, may be replaced at any time by a majority vote of the City of Swartz Creek Council. The members of the SCAFD Board appointed by the Township shall serve at the pleasure of the City of Swartz Creek Council.

3. Powers and Duties of the Swartz Creek Area Fire Department Board

- A. The operation of the Swartz Creek Area Fire Department Board and the duties and powers governing the actions of the SCAFD Board shall be limited to those granted by MCL 124.501 et al. Ok
- B. The SCAFD Board shall manage the fire protection services provided by the Swartz Creek Area Fire Department for the residents and property owners of the Township and the City. Ok
- C. The SCAFD Board and its members shall serve at the pleasure of the Township and the City as set forth in paragraphs 2E herein. (note)
- D. The SCAFD Board and its members shall be responsible for reasonable reporting requirements and providing information to the Township or the City as requested. Ok
- E. The SCAFD Board shall establish its own officers and adopt bylaws to govern the conduct of its meetings. The SCAFD Board shall not adopt any rules or regulations that exceed the provisions of this agreement or the provisions of MCL 124.501 et al. Ok
- F. The SCAFD Board shall only operate and conduct business with a quorum of five (5) members present and by a majority vote. Ok
- G. The SCAFD Board shall seek and interview candidates for a Swartz Creek Area Fire Department Chief and provide a list of suggested candidates to the Township Board and the City Council. The hiring or termination of the SCAFD Chief shall be conducted by a majority vote of both the Township Board and the City Council. The SCAFD Chief shall serve at the pleasure of both the Township Board and the City Council. Ok
- H. The SCAFD Chief shall be compensated according to the terms of a written contract. The SCAFD Chief contract shall be negotiated by the members of the SCAFD Board and approved by a majority vote of both the Township Board and the City Council. No amendments shall be made to the SCAFD Chief's contract without a majority vote of both the Township Board and the City Council. Ok

DE REFERS
to FIRE
CHIEF. THIS
SHOULD REFER
to JBC.
AGAIN, IS
this Agreed
IDEA?

I. The SCAFD Chief shall seek and interview paid on-call firefighters and shall recommend in writing to the SCAFD Board the hiring of all employees. All employees shall be hired by a majority vote of the SCAFD Board. The number of employees shall be limited by the budget allocated to the SCAFD by the Township Board and the City Council. Employees of the SCAFD may only be terminated following a written recommendation to the SCAFD Board by the SCAFD Chief. Employees of the SCAFD may only be terminated by a majority vote of the SCAFD Board. OK

J. Any employee or contractor of the SCAFD disciplined by the SCAFD Chief or terminated by the SCAFD Board, having exhausted all avenues of redress through the SCAFD's policies and procedures, shall have the right to appeal such decision of the SCAFD Chief or SCAFD Board to the Clayton Township Board of Trustees and the Swartz Creek City Council by requesting, in writing to the Clayton Township Supervisor or the Swartz Creek City Manager, a hearing within 30 days of his or her discipline or termination. Any variance from the original discipline or termination shall be approved by a majority vote of both the Clayton Township Board and the City of Swartz Creek Council. Barring a reversal by a majority vote of both the Township Board and the City Council, the discipline or termination shall stand. (note)

DO WE REALLY WANT TO DO THIS? WHY NOT MAKE EMPLOYEES AT WILL WITH LAST APPEAL TO FIRE BOARD?

4. Fire Halls

A. **Clayton Township.** The Township does hereby agree to provide the fire hall located at 1494 Seymour Road in Clayton Township for use by the SCAFD pursuant to this agreement. OK

B. **City of Swartz Creek.** The City of Swartz Creek does hereby agree to provide the fire hall located at 8100-B Civic Drive in the City of Swartz Creek for use by the SCAFD pursuant to this agreement. OK

C. **Limitations.** The Township and the City shall retain ownership of or lease rights of its fire hall. The SCAFD Board shall have no power to use or authorize the use of the respective fire halls for any other use or activity unless the request is approved by a majority vote of the Township Board or the City Council controlling the respective fire hall. The SCAFD Board shall not engage in any activity or take any actions which will result in a lien, mortgage, or other encumbrance on the title of the Township or City fire halls or on the land on which they are located. (note)

- THERE IS NO LEASE.

- City Manager currently Approves some Activities

- What is "Any other USE" MEAN?
THE CITY HAS A CURRENT CONCERN OF FIRE ACADEMIES
Is this A "USE"?

D. Maintenance/Alteration of Fire Halls. The SCAFD Board shall be responsible for the maintenance and repairs, including snow/ice removal and lawn cutting services, and payment of all utilities at the fire halls located in the Township and the City as set forth herein. The SCAFD Board shall not make any alterations or additions to the fire halls without the majority vote of the Township Board or City Council of the corresponding Township or City owning the fire hall. Any approved addition or alteration to its fire hall shall become the sole property of the Township or City if this interlocal agreement is terminated at any time. Ok

5. Assets/Equipment of SCAFD

A. Clayton Township. Clayton Township hereby agrees to provide to the SCAFD the use of the 1979 Mini Pumper, Serial No. W41CT9138438, owned by Clayton Township. The SCAFD Board shall have no authority to sell, alter, or otherwise encumber the 1979 Mini Pumper without written consent of the Clayton Township Board of Trustees. The SCAFD Board shall be solely responsible for the maintenance of the 1979 Mini Pumper and to provide the appropriate public liability and property damage insurance on said vehicle. The SCAFD Board shall name Clayton Township as an additional insured on the vehicle insurance policy. The 1979 Mini Pumper shall remain the property of and titled with Clayton Township. The 1979 Pumper shall be immediately returned to Clayton Township upon dissolution of this interlocal agreement. Ok

B. City of Swartz Creek. The City of Swartz Creek hereby agrees to provide to the SCAFD the use of the 1979 Mini Pumper, Serial No. CKL339B160091, owned by the City of Swartz Creek. The SCAFD Board shall have no authority to sell, alter, or otherwise encumber the 1979 Mini Pumper without written consent of the City of Swartz Creek Council. The SCAFD Board shall be solely responsible for the maintenance of the 1979 Mini Pumper and to provide the appropriate public liability and property damage insurance on said vehicle. The SCAFD Board shall name the City of Swartz Creek as an additional insured on the vehicle insurance policy. The 1979 Mini Pumper shall remain the property of and titled with the City of Swartz Creek. The 1979 Pumper shall be immediately returned to the City of Swartz Creek upon dissolution of this interlocal agreement. Ok

C. SCAFD Board Assets. The Township and the City shall each share a ½ or 50% interest in all SCAFD assets. The SCAFD Board shall prepare a summary/inventory of assets in its possession which shall be submitted to the Township Board and the City Council each year by April 1st. The corresponding fire halls and Mini Pumpers as stated herein shall remain the sole property of the Township and the City. The SCAFD Board assets shall be housed at the fire halls and it shall be the discretion of the SCAFD Board to properly distribute the assets to provide appropriate fire protection. Any assets deemed by the SCAFD Board to have no value shall be destroyed. Any assets deemed by the SCAFD Board to no longer be needed shall be sold by a competitive bid or at auction. All assets destroyed or sold shall be reported by the SCAFD Board to the Township Board and the City Council in its annual inventory and report. ok

D. Additional Assets. The Township and/or the City may purchase or acquire additional assets and may provide additional services within its jurisdiction. Such additional assets shall remain the exclusive property of the municipality and shall not become a part of this agreement. ok

6. Insurance Coverage. The SCAFD Board shall purchase and maintain appropriate property damage and public liability insurance at all times this interlocal agreement is in effect. The terms of the insurance coverage shall not be less than One Million Dollars (\$1,000,000) Single Limit Public Liability and Property Damage Policy and a Three Million Dollar (\$3,000,000) Umbrella policy. The SCAFD Board shall also purchase and maintain appropriate Workers Compensation Insurance and all other insurance coverage as required by statute or by a majority vote of both the Township Board and the City Council. The SCAFD Board shall provide proof of coverage and policy limits on an annual basis or whenever requested by the Township or the City. ok

7. Mutual Aid Agreements. The SCAFD Board shall not provide fire protection services to other governmental entities without the written approval of the Township Board and the City Council by majority vote of each body. All mutual aid agreements and proposed mutual aid agreements shall be reviewed by the Township Board and the City Council on or before April 1st of each year. The Township Board and City Council shall, by majority vote of each body, continue or discontinue all mutual aid agreements by April 1st of each year. (note)

8. SCAFD Board Records and Reporting. The SCAFD Board shall maintain appropriate records of its operations according to generally accepted accounting principles. Such records shall be provided to the Township Board and/or the City Council immediately upon written request. The SCAFD Board shall provide an annual audit its revenue and expenditures to be completed within 90 days of the end of its fiscal year. (note)

THIS SHOULD BE MADE A PART OF THE BUDGET PROCESS

ALL AUDIT FIRM BID

REQUIREMENTS HAVE BEEN REMOVED. ARE WE OK WITH THIS?

9. SCAFD Board Budget.

A. Fiscal Year. The fiscal year for the SCAFD Board shall be from January 1 through December 31. OK

Budget should
BE DRAFTED
BY CHIEF
FOLLOWED
BY A MEETING
WITH SUPERV.
AND MANAGER

B. Budget. A budget shall be drafted by the Township Supervisor and the City Manager with the contribution of the SCAFD Chief and submitted to the SCAFD Board on or before October 1st of each year. The budget shall be reviewed by the SCAFD Board on or before October 31st each year. The final budget shall be submitted by the SCAFD Board to the Township Board and the City Council for final approval. The final SCAFD Board budget shall be approved by a majority vote of both the Township Board and the City Council. The Township and the City shall provide the appropriate funding to the SCAFD Board upon approval of the budget. (NOTE)

C. Amendments to Budget. The SCAFD Board shall not exceed the total budget as approved by the Township and the City unless expressly approved by a majority vote of both the Township Board and the City Council. The SCAFD Board shall have the right to amend line item expenditures not to exceed ten percent (10%) of the line item amount budgeted and not to exceed the total amount of the budget. Any line item budget amendments exceeding 10% of the line item amount shall be approved by a majority vote of both the Township Board and the City Council. OK

10. SCAFD Board Costs.

A. Fixed Expenses. The fixed costs, exclusive of labor costs, of providing fire protection services to Clayton Township and the City of Swartz Creek residences shall be equally divided between the Charter Township of Clayton and the City of Swartz Creek unless stated otherwise herein. OK

B. Labor Expenses. The cost of labor for each fire run shall be the sole responsibility of the jurisdiction where the service is provided. The cost of labor for fire runs within the boundaries of Clayton Township shall be paid by Clayton Township and the cost of labor for fire runs within the City of Swartz Creek shall be paid by the City of Swartz Creek unless stated otherwise herein. OK

11. SCAFD Capital Improvement Program (CIP).

A. Establishment of CIP. A Capital Improvement Program shall be established for the sole benefit of the SCAFD by Clayton Township and the City of Swartz Creek. OK

B. Contribution by Township and City. At the time the SCAFD Board budget is completed each year, Clayton Township and the City of Swartz Creek shall determine the amount of CIP funds to contribute that each municipality deems appropriate by a majority vote of the Township Board and City Council, separately. The Township and City shall each contribute amount equal to the lowest amount approved by either the Township Board or the City Council. The Township and the City may agree to deposit any excess operating funds into the CIP by a majority vote of both the Township Board and the City Council. (note)

Does NOT
work toward
A SAVINGS
PLAN. Town-
ship simply
Needs to
SAY -0-
Every YEAR

C. Management of CIP Funds. CIP funds shall be held and independently accounted for by the SCAFD Board and shall be held in an interest bearing account. The SCAFD Board 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, MCL 129.91). OK

D. Limitations on use of Funds. The Capital Improvement Program funds shall only be used for the purchase of equipment for the SCAFD. The SCAFD Board may only utilize the CIP funds upon the approval by a majority vote of both the Township Board and the City Council. OK

E. Financing of Capital Purchases. The SCAFD Board shall exhaust all CIP funds prior to seeking any financing for capital purchases from the Township or the City. OK

12. Length of Agreement. The interlocal agreement as set forth herein shall become effective on _____ and remain in full force and effect for a period of two (2) years or twenty-four (24) months from its effective date. OK

13. Termination of Interlocal Agreement. The Township or the City may terminate this interlocal agreement following the expiration of the time period in paragraph 12 herein. Upon termination of the interlocal agreement, the SCAFD Board shall: OK

A. Provide an updated report of all current assets and debts of the SCAFD Board within 60 days prior to the effective termination date. OK

B. Provide an appraisal of all assets under the control of the SCAFD Board. OK

C. Provide the Township Board and the City Council copies of the appraisal of the assets, list of debts, and proposed assignment of the assets to the Township and the City pursuant to the terms of the interlocal agreement within 30 days of the effective termination date. OK

D. The SCAFD Board shall continue to perform its duties and obligations pursuant to the interlocal agreement until the effective date of the termination of the agreement. OK

14. Negotiated Assignment. The parties may commence negotiations to divide and assign SCAFD assets prior to the effective termination date of this interlocal agreement. The parties shall meet no less than sixty (60) days prior to the effective termination date to negotiate the assignment of assets or other necessary issues. OK

15. Notices. Any notice, demand, or communication required by this agreement shall be completed by personal delivery or certified mail to:

A. Charter Township of Clayton
2011 S. Morrish Rd.
Swartz Creek, MI 48473
Attention: Township Supervisor OK

B. City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473
Attention: City Manager

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

17. Entire Agreement. This interlocal 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 Charter Township of Clayton and the City of Swartz Creek. 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. OK

TWO HIGH IMPORTANCE ITEMS
REMOVED
① NO POLL-OVER AGREEMENT CLAUSE
② FIREFIGHTERS PROHIBITED FROM
SERVING AS BOARD MEMBERS

(Signature Page to Follow)

CHARTER TOWNSHIP OF CLAYTON

Christopher Gehringer, Clayton Township Supervisor

Date

Dennis Milem, Clayton Township Clerk

Date

CITY OF SWARTZ CREEK

David Krueger, City of Swartz Creek Mayor

Date

Juanita Aguilar, City of Swartz Creek Clerk

Date

DRAFT

**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

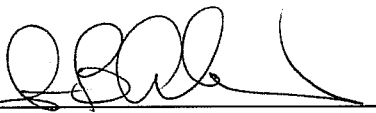
By: 
Bruce Beatty, Supervisor

Dated: 11/10, 2009

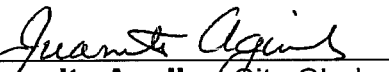
By: 
Dennis Milem, Township Clerk

CITY OF SWARTZ CREEK

Dated: Oct 27, 2009

By: 
Richard Abrams, Mayor

Dated: Oct 26, 2009

By: 
Juanita Aguilar, City Clerk

URBAN COOPERATION ACT OF 1967
Act 7 of 1967 (Ex. Sess.)

AN ACT to provide for interlocal public agency agreements; to provide standards for those agreements and for the filing and status of those agreements; to permit the allocation of certain taxes or money received from tax increment financing plans as revenues; to permit tax sharing; to provide for the imposition of certain surcharges; to provide for additional approval for those agreements; and to prescribe penalties and provide remedies.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968;—Am. 1981, Act 17, Imd. Eff. Apr. 29, 1981;—Am. 1987, Act 286, Imd. Eff. Jan. 6, 1988;—Am. 1989, Act 138, Imd. Eff. June 29, 1989;—Am. 1998, Act 169, Eff. Mar. 23, 1999.

The People of the State of Michigan enact:

124.501 Urban cooperation act; short title.

Sec. 1. This act shall be known and may be cited as the “urban cooperation act of 1967”.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968.

124.502 Definitions.

Sec. 2. As used in this act:

(a) “Interlocal agreement” means an agreement entered into under this act.

(b) “Local governmental unit” means a county, city, village, township, or charter township.

(c) “Province” means a province of Canada.

(d) “Property” means any real or personal property, as described in section 34c of the general property tax act, 1893 PA 206, MCL 211.34c.

(e) “Public agency” means a political subdivision of this state or of another state of the United States or of Canada, including, but not limited to, a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other states of the United States and of Canada. As used in this subdivision, agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within this state, except that this act or any intergovernmental agreement entered into under this act shall not authorize the approval of a class III gaming compact negotiated under the Indian gaming regulatory act, Public Law 100-497, 102 Stat. 2467.

(f) “State” means a state of the United States.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968;—Am. 1987, Act 286, Imd. Eff. Jan. 6, 1988;—Am. 1995, Act 108, Imd. Eff. June 23, 1995;—Am. 2002, Act 439, Imd. Eff. June 13, 2002.

Compiler's note: Section 2 of Act 286 of 1987 provides: “An interlocal agreement for an authorized publicly-owned undertaking that is executed before the effective date of this amendatory act and that includes in its provisions a method or formula for equitably providing for and allocating revenues as authorized by section 5 of the urban cooperation act of 1967, Act No. 7 of the Public Acts of the Extra Session of 1967, being section 124.505 of the Michigan Compiled Laws, is validated and is not affected by this amendatory act.”

Section 2 of Act 108 of 1995 provides: “An interlocal agreement for a publicly-authorized undertaking that is executed before the effective date of this amendatory act and that includes in its provisions a method or formula for equitably providing for and allocating revenues as authorized by section 5 or 5a of the urban cooperation act of 1967, Act No. 7 of the Public Acts of the Extra Session of 1967, being sections 124.505 and 124.505a of the Michigan Compiled Laws, is validated and is not affected by this amendatory act.”

124.503 Conflicting statutory provisions.

Sec. 3. If any provision of this act conflicts with any other statute of this state providing for the authorization or performance of joint or cooperative agreements or undertakings between public agencies of this state or between public agencies of this state and public agencies of other states or of Canada, the provisions of the other statute shall control.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968;—Am. 2002, Act 439, Imd. Eff. June 13, 2002.

124.504 Joint exercise of powers.

Sec. 4. A public agency of this state may exercise jointly with any other public agency of this state, with a public agency of any other state of the United States, with a public agency of Canada, or with any public agency of the United States government any power, privilege, or authority that the agencies share in common and that each might exercise separately.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968;—Am. 2002, Act 439, Imd. Eff. June 13, 2002.

124.505 Joint exercise of power by contract; interlocal agreement provisions.

Rendered Friday, April 12, 2013

Page 1

Michigan Compiled Laws Complete Through PA 13 of 2013

Sec. 5. (1) A joint exercise of power pursuant to this act shall be made by contract or contracts in the form of an interlocal agreement which may provide for:

(a) The purpose of the interlocal agreement or the power to be exercised and the method by which the purpose will be accomplished or the manner in which the power will be exercised.

(b) The duration of the interlocal agreement and the method by which it may be rescinded or terminated by any participating public agency prior to the stated date of termination.

(c) The precise organization, composition, and nature of any separate legal or administrative entity created in the interlocal agreement with the powers designated to that entity.

(d) The manner in which the parties to the interlocal agreement will provide for financial support from the treasuries that may be made for the purpose set forth in the interlocal agreement, payments of public funds that may be made to defray the cost of such purpose, advances of public funds that may be made for the purposes set forth in the interlocal agreements and repayment of the public funds, and the personnel, equipment, or property of 1 or more of the parties to the agreement that may be used in lieu of other contributions or advances.

(e) The manner in which funds may be paid to and disbursed by any separate legal or administrative entity created pursuant to the interlocal agreement.

(f) A method or formula for equitably providing for and allocating revenues, including, in the case of an authorized undertaking that is publicly owned at the time the interlocal agreement is entered into or becomes publicly owned during the time the interlocal agreement is in effect, revenues derived by or payable to any participating party or any other public agency which revenues directly or indirectly result from that undertaking, whether the revenues are in the form of ad valorem taxes on real or personal property, taxes on income, specific taxes or funds made available by the state in lieu of ad valorem property taxes or local income taxes, any other form of taxation, assessment, levy, or impost, or any money paid under or which revert from a tax increment financing plan. The interlocal agreement may also provide a method or formula equitably providing for and allocating revenues derived from a federal or state grant or loan, or from a gift, bequest, grant, or loan from a private source. The interlocal agreement may also provide for a method or formula for equitably allocating and financing the capital and operating costs, including payments to reserve funds authorized by law and payments of principal and interest on obligations. Each method or formula shall be established by the participating parties to the interlocal agreement on a ratio of full valuation of real property, on the basis of the amount of services rendered or to be rendered, on the basis of benefits received or conferred or to be received or conferred, or on any other equitable basis, including the levying of taxes or assessments on the entire area serviced by the parties to the interlocal agreement, subject to such limitations as may be contained in the constitution and statutes of this state, to pay those capital and operating costs.

(g) The public agency that will function as the employer of personnel and staff needed for the joint exercise of power.

(h) The fixing and collecting of charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans, where appropriate, and the making and promulgation of necessary rules and regulations and their enforcement by or with the assistance of the participating parties to the interlocal agreement.

(i) The manner in which purchases shall be made and contracts entered into.

(j) The acquisition, ownership, custody, operation, maintenance, lease, or sale of real or personal property.

(k) The disposition, division, or distribution of any property acquired through the execution of such interlocal agreement.

(l) The manner in which, after the completion of the purpose of the interlocal agreement, any surplus money shall be returned.

(m) The acceptance of gifts, grants, assistance funds, or bequests and the manner in which those gifts, grants, assistance funds, or bequests may be used for the purpose set forth in the interlocal agreement.

(n) The making of claims for federal or state aid payable to the individual or several participants on account of the execution of the interlocal agreement.

(o) The manner of responding for any liabilities that might be incurred through performance of the interlocal agreement and insuring against any such liability.

(p) The adjudication of disputes or disagreements, the effects of failure of participating parties to pay their shares of the costs and expenses, and the rights of the other participants in such cases.

(q) The manner in which strict accountability of all funds shall be provided for and the manner in which reports, including an annual independent audit, of all receipts and disbursements shall be prepared and presented to each participating party to the interlocal agreement.

(r) The manner of investing surplus funds or proceeds of grants, gifts, or bequests to the parties to the interlocal agreement under the control of a legal or administrative entity created under section 7.

(s) Any other necessary and proper matters agreed upon by the participating public agencies.

(2) The public agencies that are parties to a contract entered into pursuant to this act have the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised to the extent provided in the contract.

(3) The contents or language of a contract for a joint exercise of power under this act shall be a permissive subject of collective bargaining between a public agency and a bargaining representative of its employees. If a public agency and a bargaining representative of its employees engage in collective bargaining before the contract for a joint exercise of power is approved and that public agency and that bargaining representative reach an agreement on issues that would obligate the public agency that will function as an employer in the joint exercise of power, the contract for that joint exercise of power shall include those obligations.

(4) Nothing in this act creates an employment relationship between the existing employees of a public agency and the proposed joint exercise of power.

(5) A joint exercise of power is effective through its contract at least 180 days before the actual transfer of functions or services. Before the effective date of the joint exercise of power, the public agencies that are parties to the contract shall affirm in writing to the joint exercise of power those employees who will be transferred to the joint exercise of power.

(6) If employees who are transferred to the joint exercise of power are represented by a labor organization, those employees are subject to their previous terms and conditions of employment until those terms and conditions of employment are modified in accordance with 1947 PA 336, MCL 423.201 to 423.217, or for 6 months after the transfer to the joint exercise of power, whichever is earlier. Negotiations on a collective bargaining agreement with a joint exercise of power shall begin no later than 180 days before the date the employees transfer to the joint exercise of power.

(7) Subject to subsection (8), a representative of the employees or group of employees in a public agency who previously represented or was entitled to represent the employees or group of employees in a public agency under 1947 PA 336, MCL 423.201 to 423.217, shall continue to represent the employees or group of employees after those employees or group of employees are transferred to the joint exercise of power.

(8) This section does not limit the rights of employees, under applicable law, to assert that a bargaining representative protected by subsection (7) is no longer their representative. The employees of the joint exercise of power are eligible as of the day the joint exercise of power becomes effective through its contract to choose their representative under 1947 PA 336, MCL 423.201 to 423.217. This subsection does not extend the time limits as provided in subsection (5).

(9) If multiple labor organizations assert the right to represent all or part of the workforce of the joint exercise of power or where a substantial portion of the transferred employees were not previously represented, in the absence of a voluntary mutual agreement, at the request of any party or on the initiative of the Michigan employment relations commission, the Michigan employment relations commission shall conduct a representation election.

(10) In the absence of a voluntary mutual agreement, the workforce of the joint exercise of power shall be merged by using a single seniority list for each of the same or similar classifications. The single seniority list shall be composed of all employees from each public agency employed or having recall rights on the date of transfer and shall be used for purposes that include, but are not limited to, initial assignments, layoffs, recalls, and job bidding. Disputes concerning the single seniority list or use of the single seniority list shall be heard by a single arbitrator appointed by the Michigan employment relations commission.

(11) Nothing in this section requires a public agency or a joint exercise of power to assume a collective bargaining agreement between another public agency and its employees.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968;—Am. 1981, Act 17, Imd. Eff. Apr. 29, 1981;—Am. 1985, Act 10, Imd. Eff. Apr. 15, 1985;—Am. 2011, Act 263, Imd. Eff. Dec. 14, 2011.

Compiler's note: Section 2 of Act 17 of 1981 provides: "This act is intended to be curative in nature, and all interlocal agreements which have been approved under section 10 of Act No. 7 of the Public Acts of the Extra Session of 1967, being section 124.510 of the Michigan Compiled Laws, prior to the effective date of this amendatory act, are hereby validated."

124.505a Interlocal agreement for sharing of revenue; contents; decision to enter into agreement; public hearing; referendum; petition; assessment, levy, collection, and distribution of taxes; public policy.

Sec. 5a. (1) Upon approval of the legislative body of each contracting local governmental unit, 2 or more local governmental units that levy a property tax under the general property tax act, Act No. 206 of the Public Acts of 1893, being sections 211.1 to 211.157 of the Michigan Compiled Laws, may enter into an interlocal agreement for the sharing of all or a portion of revenue derived by and for the benefit of a local governmental unit entering into that agreement, which revenue results from the levy of general ad valorem property taxes or specific taxes levied in lieu of general ad valorem property taxes upon any property.

(2) An interlocal agreement under this section may include all necessary and proper matters and shall specify at least all of the following:

(a) The duration of the agreement and the method by which the agreement may be rescinded or terminated by a contracting local governmental unit before the stated date of termination.

(b) A description of the property upon which the taxes to be shared are levied, expressed in terms of type of property or location of property, including a parcel identification number, if any.

(c) The formula or formulas for sharing the tax revenue to be shared.

(d) A schedule and method of distribution of the shared tax revenue.

(e) That the agreement may be terminated or rescinded by a referendum of the residents of a local governmental unit that is a party to the agreement not more than 45 days after the approval of the agreement by the governing body of the local governmental unit.

(3) A decision to enter into an agreement under this section shall be made by a majority vote of the members elected and serving on the legislative body of each affected local governmental unit. The legislative body of each local governmental unit affected by a proposed interlocal agreement under this section shall hold at least 1 public hearing before entering into an agreement under this section. Notice of the hearing shall be given in the same manner provided by the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.

(4) If within 45 days of the meeting at which an interlocal agreement is approved by a governmental unit under subsection (3) a petition is signed by a minimum of 8% of the registered electors of that local governmental unit voting in the last general election before the adoption of the agreement, a referendum shall be held in that local governmental unit at the next regularly scheduled election or at a special election held for this purpose. If a majority of the electors of the local governmental unit voting on the agreement approve the agreement, the local governmental unit may enter into the agreement. If a petition is not filed as provided in this section, the local governmental unit may enter into the interlocal agreement.

(5) The assessment, levy, collection, and distribution of taxes shall be in accordance with Act No. 206 of the Public Acts of 1893 and the statutes governing specific taxes levied in lieu of general ad valorem property taxes. The public policy of this state is for local governmental units to avoid entering into an interlocal agreement under this section if that interlocal agreement has the effect of transferring employment from 1 or more local governmental units in this state to 1 or more of the local governmental units entering into the agreement.

History: Add. 1987, Act 286, Imd. Eff. Jan. 6, 1988;—Am. 1995, Act 108, Imd. Eff. June 23, 1995.

Compiler's note: Section 2 of Act 286 of 1987 provides: "An interlocal agreement for an authorized publicly-owned undertaking that is executed before the effective date of this amendatory act and that includes in its provisions a method or formula for equitably providing for and allocating revenues as authorized by section 5 of the urban cooperation act of 1967, Act No. 7 of the Public Acts of the Extra Session of 1967, being section 124.505 of the Michigan Compiled Laws, is validated and is not affected by this amendatory act."

Section 2 of Act 108 of 1995 provides: "An interlocal agreement for a publicly-authorized undertaking that is executed before the effective date of this amendatory act and that includes in its provisions a method or formula for equitably providing for and allocating revenues as authorized by section 5 or 5a of the urban cooperation act of 1967, Act No. 7 of the Public Acts of the Extra Session of 1967, being sections 124.505 and 124.505a of the Michigan Compiled Laws, is validated and is not affected by this amendatory act."

124.505b Violation of MCL 168.1 to 168.992 applicable to petitions; penalties.

Sec. 5b. A petition under section 5a or 8a, including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

History: Add. 1998, Act 169, Eff. Mar. 23, 1999.

124.506 Execution of agreement; provision of services; exchange of services.

Sec. 6. An interlocal agreement may provide for 1 or more parties to the agreement to administer or execute the agreement. One or more parties to the agreement may agree to provide all or a part of the services set forth in the agreement in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any contribution other than such services.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968.

124.507 Administrative commission, board, or council; public body, corporate or politic; appointment and removal of members; operation for profit prohibited; earnings; title to property; powers; authorization and power of separate legal or administrative entity; bonds or notes.

Sec. 7. (1) 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. The entity shall be a public body, corporate or politic for the purposes of this act. The governing body of each public agency shall appoint a member of the commission, board, or council constituted pursuant to the agreement. That member may be removed by the appointing governing body at will. The administrative or legal entity shall not be operated for profit. No part of its earnings shall inure to the benefit of a person other than the public agencies that created it. Upon termination of the interlocal agreement, title to all property owned by the entity shall vest in the public agencies that incorporated it.

(2) A separate legal or administrative entity created by an interlocal agreement shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. The entity may be, in addition to its other powers, authorized in its own name to make and enter into contracts, to employ agencies or employees, to acquire, construct, manage, maintain, or operate buildings, works, or improvements, to acquire, hold, or dispose of property, to incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties to the agreement, to cooperate with a public agency, an agency or instrumentality of that public agency, or another legal or administrative entity created by that public agency under this act, to make loans from the proceeds of gifts, grants, assistance funds, or bequests pursuant to the terms of the interlocal agreement creating the entity, and to form other entities necessary to further the purpose of the interlocal agreement. The entity may sue and be sued in its own name.

(3) No separate legal or administrative entity created by an interlocal agreement shall possess the power or authority to levy any type of tax within the boundaries of any governmental unit participating in the interlocal agreement, or to issue any type of bond in its own name, or to in any way indebted a governmental unit participating in the interlocal agreement.

(4) A separate legal or administrative entity created by an interlocal agreement may be authorized by the interlocal agreement to borrow money and to issue bonds or notes in its name for local public improvements or for economic development purposes as provided in the interlocal agreement.

(5) The entity created by the interlocal agreement shall not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the entity, exceeds 2 mills of the taxable value of the taxable property within the local governmental units participating in the interlocal agreement as determined under section 27a of the general property tax act, 1893 PA 206, MCL 211.27a.

(6) Bonds or notes issued under this act are a debt of the entity created by the interlocal agreement and not of the participating local governmental units.

(7) Bonds or notes issued under this act are declared to be issued for an essential public and governmental purpose and, together with interest on those bonds or notes and income from those bonds or notes, are exempt from all taxes.

(8) Bonds or notes issued under this act are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968;—Am. 1985, Act 10, Imd. Eff. Apr. 15, 1985;—Am. 2002, Act 445, Imd. Eff. June 17, 2002.

124.508 Interlocal agreement for acquisition, construction, or operation of revenue-producing facility; provisions; payments, repayments, or returns.

Sec. 8. If the purpose set forth in an interlocal agreement is the acquisition, construction, or operation of a revenue-producing facility, the agreement may provide for the repayment or return to the parties of all or any part of the contributions, payments, or advances made by the parties pursuant to section 5, and may provide for payment to the parties of any additional sum or sums derived from the revenues of the facility irrespective of whether such contributions, payments, or advances are required to be paid, repaid, or returned from revenues of the facility. Payments, repayments, or returns shall be made at any time and in the manner specified in the agreement, and may be made at any time on or prior to the rescission or termination of the agreement, or completion of the purposes of the agreement.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968;—Am. 1981, Act 17, Imd. Eff. Apr. 29, 1981.

Compiler's note: Section 2 of Act 17 of 1981 provides: "This act is intended to be curative in nature and all interlocal agreements which have been approved under section 10 of Act No. 7 of the Public Acts of the Extra Session of 1967, being section 124.510 of the Michigan Compiled Laws, prior to the effective date of this amendatory act, are hereby validated."

124.508a Surcharge on households for waste reduction programs and collection of materials for recycling or composting.

Sec. 8a. (1) Subject to subsection (3), a county, by resolution of the county board of commissioners of the

county, or the agency responsible for preparing the solid waste management plan for counties with a population of 690,000 or more as certified by the 1980 census that do not operate under 1973 PA 139, MCL 45.551 to 45.573, or 1966 PA 293, MCL 45.501 to 45.521, as provided in part 115 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.11501 to 324.11550, may impose a surcharge on households within the county of not more than \$2.00 per month or \$25.00 per year per household for waste reduction programs and for the collection of consumer source separated materials for recycling or composting including, but not limited to, recyclable materials, as defined in part 115 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.11501 to 324.11550, household hazardous wastes, tires, batteries, and yard clippings.

(2) Subject to subsection (4) and if approved by the voters of a participating unit of government, a county may charge an amount greater than allowed under subsection (1) but not more than \$4.00 per month or \$50.00 per year per household, for the purposes described under subsection (1). The county may include commercial businesses as entities to be subject to the surcharge approved by the voters.

(3) A county or agency shall defer the imposition and collection of a surcharge imposed under subsection (1) in a local unit of government within that county until the county or agency has entered into an interlocal agreement under this act relating to the collection and disposition of the surcharge with the local unit of government. A city in a county in which the agency described in subsection (1) prepared the update to the county's solid waste management plan as provided in part 115 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.11501 to 324.11550, shall not enter into an interlocal agreement if the city has levied a tax of 3 mills on real property within the city for the disposal or management of solid waste in that city. Petitions for a referendum election on the question of entering an interlocal agreement may be filed with the clerk of the local unit of government no later than 6 months following adoption of a resolution of the county or agency to impose the surcharge or 6 months following any increase in the surcharge. Upon petition of 10% of the qualified electors of a local unit of government voting in the last general election before the adoption of the interlocal agreement by the governing body, the local unit of government shall hold a referendum on whether to reject the entrance into or terminate an interlocal agreement.

(4) An election allowed under subsection (2) shall not be held unless the county board of commissioners passes a resolution authorizing the election. The resolution shall include all of the following:

(a) The approval to hold the election.

(b) The name of the individual designated to negotiate the interlocal agreement between the municipalities and townships within the county.

(c) A date by which each municipality and township within the county shall elect to participate in the interlocal agreement and authorize an election under this section.

(d) The date for the election.

(e) The amount of the proposed surcharge.

(f) Whether commercial businesses will be subject to the proposed surcharge.

(5) The initial authorization under subsection (4) shall be for 5 years. Any subsequent authorizations shall be for a period of not less than 10 years.

(6) With the approval of the county, a municipality or township that is not part of an interlocal agreement established under this section may become subject to the agreement by otherwise complying with the requirements of this section.

(7) With the approval of the county and after providing notice to the municipality or township in which the business is located, a business not subject to this section may agree to be part of an interlocal agreement established under this section and shall be subject to the terms and conditions of the agreement.

(8) The surcharge approved under subsection (2) shall not apply to vacant land, public-utility-owned land, rights-of-way, and easements that do not generate solid waste.

(9) A surcharge approved under subsection (2) is a mandatory charge and may be collected by any reasonable billing method approved by the county, including, but not limited to, as part of billings for property taxes, water and sewage usage, or other services provided by the county to households and commercial businesses within the county.

(10) As used in this section:

(a) "Agency" does not include the department of environmental quality.

(b) "Commercial businesses" means businesses engaged in the sale, lease, or exchange of goods, services, real property, or any other thing of value. Commercial businesses do not include wholesale businesses engaged in the manufacturing of goods or materials or the processing of goods or materials.

History: Add. 1989, Act 138, Imd. Eff. June 29, 1989;—Am. 1996, Act 45, Imd. Eff. Feb. 26, 1996;—Am. 2005, Act 69, Imd. Eff. July 11, 2005.

124.509 Privileges, immunities, and benefits of officers, agents, or employees; obligations and responsibilities of public agencies.

Sec. 9. (1) All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.

(2) An interlocal agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by 1 or more of the parties to the agreement or any legal or administrative entity created by the agreement in which case the performance may be offered in satisfaction of the obligation or responsibility.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968.

124.510 Approval of certain agreements by governor; exclusions from funds of state; filing of interlocal agreement.

Sec. 10. (1) If funds of this state are to be allocated to carry out, in whole or in part, an agreement under this act or if this state, an agency of the United States government, any other state or political subdivision of any other state, or Canada or a political subdivision of Canada is a party to an agreement under this act, an interlocal agreement, prior to and as a condition precedent to its effectiveness, shall be submitted to the governor who shall determine whether the agreement is in proper form and compatible with the laws of this state.

(2) For the purposes of this section, funds of this state do not include grants, gifts, bequests, or assistance funds given to a public agency that is a party to an interlocal agreement if the purpose of that agreement is to administer those grants, gifts, bequests, or assistance funds according to their terms or to combine the proceeds of the parties' grants, gifts, bequests, or assistance funds for investment purposes.

(3) The governor shall approve an agreement submitted to him or her unless the governor finds that the agreement does not meet the conditions set forth in this act or is not compatible with the laws of this state. If the governor so finds, the governor shall detail in writing addressed to the governing bodies of the public agencies concerned within 90 days the specific respects in which the proposed interlocal agreement fails to meet the requirements of law. The governing bodies of the public agencies concerned shall have 60 days to resubmit the revised interlocal agreement to the governor, who shall approve or disapprove the agreement within 90 days.

(4) Prior to its effectiveness, an interlocal agreement shall be filed with the county clerk of each county where a party to the agreement is located and with the secretary of state.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968;—Am. 1985, Act 10, Imd. Eff. Apr. 15, 1985;—Am. 2002, Act 439, Imd. Eff. June 13, 2002.

124.511 Provision of services or facilities by state officers or agencies; submission of agreement for approval.

Sec. 11. If an interlocal agreement deals in whole or in part with the provision of services or facilities as to which an officer or agency of the state has constitutional or statutory responsibilities and powers of control, the agreement, as a condition precedent to its effectiveness, shall be submitted to the state officer or agency having such responsibilities and powers of control and shall be approved or disapproved by him or it as to all matters under his or its jurisdiction in the same manner and subject to the same requirements governing the action of the governor pursuant to section 10. This requirement of submission and approval is in addition to and not in substitution for the requirement of approval by the attorney general.

History: 1967, Ex. Sess., Act 7, Eff. Mar. 22, 1968.

124.512 Appropriation of funds by public agency; sale, lease, or gift of personnel, services, facilities; receipt of grants-in-aid.

Sec. 12. (1) A public agency entering into an interlocal agreement may appropriate funds and may sell, lease, give, or otherwise supply any party designated to operate the joint or cooperative undertaking any personnel, services, facilities, property, franchises, or funds for the undertaking that may be within its legal power to furnish.

(2) A public agency entering into an interlocal agreement may receive grants-in-aid or other assistance funds from the United States government, this state, or Canada for use in carrying out the purposes of the

Paul Bueche

Subject: FW: TIP Project List By Year - Please review and respond by the end of day Tuesday

Attachments: Draft TIP Projects By Years.pdf

From: Nordberg, Jason [mailto:JNordberg@co.genesee.mi.us]

Sent: Friday, April 12, 2013 4:56 PM

Subject: TIP Project List By Year - Please review and respond by the end of day Tuesday

Attached to this email you will find the draft list of local projects proposed for the FY 2014 to FY 2015 Transportation Improvement Program (TIP). The projects and years are draft at this point but staff has attempted to program the project years based on local input, keeping contiguous segments together in the same year for potential cost saving and to reduce the impact to the public, limitations on funding sources, and to reduce changes in federal and state funding levels from the original list approved at TSM and TAC.

Several things that you will note that are different from the original list:

1. Projects that have contiguous segments have been grouped together into one project.
2. Project allocations may have been slightly increased or decreased to fit into years. It is impossible to fit the projects into years without changes to allocations, however, staff first tried to find a combination that best fits the years without changes to project funding. The combination provided has the least amount of project impacts. If the years were over programmed or under programmed, which all years were slightly one way or the other, staff distributed the reductions or increases to all projects in a given year based on the percentage of the funds the projects received in the given year. This way no single project was disproportionately affected.
3. Preliminary Engineering (PE) was programmed for projects that requested it. In most cases we were able to program the PE in the year preceding the programmed construction. When you are checking your funding levels please remember to add the funds broken out for preliminary engineering.

Please review your projects name, limits, and funding (will be slightly different). As stated above this is the combination of projects and years that staff feels best accommodates the preferences of the agencies and has the least impact on project funding levels. **Please let us know by the end of the day Tuesday** of any issues that you see with the projects such as availability of match for a project given the programmed year.

Thank you,

-Jason

Draft Preservation and Reconstruction Projects 2014

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
City of Burton	Lapeer Road	Belsay Road to Vassar Road	CON	\$ 1,209,193	\$ -	\$ 302,298	\$ 1,511,491
GCRC	Richfield Road	Genesee to Belsay	CON	\$ 895,538	\$ -	\$ 223,885	\$ 1,119,423
GCRC	Baldwin Road	Fenton to Graytrax	CON	\$ 387,115	\$ -	\$ 96,779	\$ 483,894
GCRC	Elms Road	Pierson to Carpenter	CON	\$ 352,835	\$ -	\$ 88,209	\$ 441,044
GCRC	Richfield Road	Irish to Gale	CON	\$ 855,528	\$ -	\$ 213,882	\$ 1,069,410
Village of Goodric	Erie Street	Pontiac Street to Kearsley Creek	CON	\$ 181,379	\$ -	\$ 45,345	\$ 226,724
GCRC	Saginaw Street	Hill to Maple	CON	\$ 1,452,483	\$ -	\$ 363,121	\$ 1,815,604
Fenton	South Leroy Street	Elizabeth Street to Caroline Street	CON	\$ 1,140,068	\$ -	\$ 285,017	\$ 1,425,085
Swartz Creek	Miller Road-PE	Morrish Road to Elms Road	PE	\$ 71,553	\$ -	\$ 17,888	\$ 89,441
Swartz Creek	Miller Road-PE	Tallmadge Court to Dye Road	PE	\$ 71,865	\$ -	\$ 17,966	\$ 89,831
Burton	Belsay Road-PE	Court Street to Davison Road	PE	\$ 268,511	\$ -	\$ 67,128	\$ 335,639

Blue indicates FY 2014 projects in current TIP

Dark Blue indicates Projects eligible for NHPP Funds

STP Urban	\$ 4,796,319
Flex	\$ 1,165,714
NHPP	\$ 924,035
Allocation	\$ 6,886,068
Programmed	\$ 6,886,068
Rem	\$ -

Draft Preservation and Reconstruction Projects 2015

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
Mt Morris	Saginaw Street-PE	South City Limits to North City Limits	PE	\$ 100,632.00	\$ -	\$ 25,158	\$ 125,790
Swartz Creek	Miller Road-CON	Morrish Road to Elms Road	CON	\$ 814,272.00	\$ -	\$ 203,568	\$ 1,017,840
Swartz Creek	Miller Road-CON	Tallmadge Court to Dye Road	CON	\$ 817,825.00	\$ -	\$ 204,456	\$ 1,022,281
Burton	Belsay Road-CON	Court Street to Davison Road	CON	\$ 3,055,629.00	\$ -	\$ 763,907	\$ 3,819,536
GCRC	Flushing Road	Warner Road to Mill Road	CON	\$ 1,283,392	\$ -	\$ 320,848	\$ 1,604,240
GCRC	Pierson Road	Linden Road to I-75	CON	\$ 952,039	\$ -	\$ 238,010	\$ 1,190,049

Dark Green indicates projects eligible for NHPP Funds

STP Urban	\$ 4,892,245
Flex	\$ 1,189,028
NHPP	\$ 942,516
Allocation	\$ 7,023,789
Programmed	\$ 7,023,789
Rem	\$ -

Draft Preservation and Reconstruction Projects

2016

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
Mt Morris	Saginaw Street-CON	South City Limits to North City Limits	CON	\$ 1,140,273		\$ 285,068	\$ 1,425,341
GCRC	Linden Road	Lennon Road to Calkins Road	CON	\$ 3,742,613		\$ 935,653	\$ 4,678,266
Burton	Center Road-PE	Atherton Road to Lippincott Blvd	PE	\$ 76,970		\$ 19,243	\$ 96,213
Flint	Fenton Road-PE	W Hemphill Road to I-69	PE	\$ 153,577		\$ 38,394	\$ 191,971
Flint	Fenton Road-CON	W Hemphill Road to I-69	CON	\$ 1,766,122		\$ 441,531	\$ 2,207,653
Flint	Kearsley Street - PE	Chevrolet Ave to Beach Street	PE	\$ 75,020		\$ 18,755	\$ 93,775
Grand Blanc	Bellavista	ViaCatherina to City Limits (S of Bellavista Ct)	CON	\$ 209,690		\$ 52,423	\$ 262,113

Dark Green indicates projects eligible for NHPP Funds

STP Urban	\$ 4,990,090
Flex	\$ 1,212,809
NHPP	\$ 961,366
Allocation	\$ 7,164,265
Programmed	\$ 7,164,265
Rem	\$ -

Draft Preservation and Reconstruction Projects

2017

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
Swartz Creek	Fairchild, Winston, Worchester & Cappy	Miller Road to Miller Road	CON	\$ 102,904		\$ 535,417	\$ 638,321
Fenton	Poplar Street	Silver Lake Road to North Road	CON	\$ 102,903		\$ 480,020	\$ 582,923
Burton	Center Road-CON	Atherton Road to Lippincott Blvd	CON	\$ 980,594		\$ 245,149	\$ 1,225,743
Mt Morris	Roosevelt Street	Benson Street (City Limits) to Saginaw Street	CON	\$ 102,903		\$ 794,782	\$ 897,685
Flint	Kearsley Street - CON	Chevrolet Ave to Beach Street	CON	\$ 878,110		\$ 219,527	\$ 1,097,637
GCRC	Coldwater Road	Clio Road to Dort Highway	CON	\$ 3,797,994		\$ 949,499	\$ 4,747,493
GCRC	Clio Road	Dodge Road to Wilson Road	CON	\$ 1,239,240		\$ 309,810	\$ 1,549,050
GCRC	Linden Road	Frances Road to Dodge Road	CON	\$ 102,903		\$ 497,097	\$ 600,000

Dark Green indicates projects eligible for NHPP Funds

STP Urban	\$ 5,089,892
Flex	\$ 1,237,065
NHPP	\$ 980,594
Allocation	\$ 7,307,551
Programmed	\$ 7,307,551
Rem	\$ -

Draft Rural Projects

2014

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
Montrose	North Saginaw St - PE	State Street (M-57) to North City Limits	PE	\$ 13,216	\$ -	\$ 3,304	\$ 16,520
Montrose	North Saginaw St - CON	State Street (M-57) to North City Limits	CON	\$ 151,990	\$ -	\$ 37,997	\$ 189,987
GCRC	Irish Road	Teachout to Mt Morris	CON	\$ 403,680	\$ -	\$ 100,920	\$ 504,600
				2014 Allocation	\$ 568,886		
				Programmed	\$ 568,886		
				Rem	\$ -		

Blue indicates FY 2014 projects in current TIP

2015

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Stanley Road	Henderson Road to E County Line	CON	\$ 580,263	\$ -	\$ 123,200	\$ 616,000.00
				2015 Allocation	\$ 580,263		
				Programmed	\$ 580,263		
				Rem	\$ -		

2016

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Elms Road	Lake Road to Willard Road	CON	\$ 521,071	\$ -	\$ 130,267	\$ 651,338
Montrose	Alfred Street - PE	Park Street to Nanita Drive - pending NFC update	PE	\$ 5,664.00	\$ -	\$ 1,416	\$ 7,080
Montrose	Alfred Street - CON	Park Street to Nanita Drive - pending NFC update	CON	\$ 65,134.00	\$ -	\$ 16,283	\$ 81,417
				2016 Allocation	\$ 591,869		
				Programmed	\$ 591,869		
				Rem	\$ -		

2017

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Mt Morris Road	State Road to 7500 Ft East (Richfield Recycling)	CON	\$ 603,706	\$ -	\$ 711,894	\$ 1,315,600
				2017 Allocation	\$ 603,706		
				Programmed	\$ 603,706		
				Rem	\$ -		

Draft Expansion Projects

2014

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Dort Highway Extension - ROW ACC	I-75 at Dort Highway South to Baldwin Road	ROW	\$ -	\$ 492,000	\$ -	\$ 492,000
GCRC	Dort Highway Extension - PE ACC	I-75 at Dort Highway South to Baldwin Road	PE	\$ -	\$ 495,973	\$ -	\$ 495,973
				2016 Allocation	\$ 987,973		
				Programmed	\$ 987,973		
				Rem	\$ -		

Blue indicates FY 2014 projects in current TIP

2015

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Dort Highway Extension - PE	I-75 at M-54 interchange to Baldwin Road	ROW	\$ -	\$ 987,973	\$ 246,993	\$ 1,234,966
				2015 Allocation	\$ 987,973		
				Programmed	\$ 987,973		
				Rem	\$ -		

2016

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Irish Road at Potter Road-PE	700 Ft South of Potter Road to 700 Ft North of Potter Road	PE		\$ 54,547	\$ 13,637	\$ 68,184
GCRC	Irish Road at Potter Road-CON	700 Ft South of Potter Road to 700 Ft North of Potter Road	CON		\$ 627,293	\$ 156,823	\$ 784,116
				2016 Allocation	\$ 987,973		
				Programmed	\$ 681,840		
				Rem	\$ 306,133		

2017

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Dort Highway Extension- Con	I-75 at M-54 interchange to Baldwin Road - Local funds	CON	\$ -	\$ -	\$ 19,720,000	\$ 19,720,000
				2017 Allocation	\$ 987,973		
				Programmed	\$ -		
				Rem	\$ 987,973		

No Year or State Funding

AGENCY	PROJECT	LIMITS	PHASE	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Hill Road - CON	Saginaw Road to Center Road	CON	\$ -	\$ -	\$ 1,482,079	\$ 1,482,079

Draft Transportation Alternatives Projects

2014

AGENCY	PROJECT	LIMITS	FEDERAL	STATE	LOCAL	TOTAL
Flint	Genesee Valley Trail	Chevrolet Ave to M-21	\$ 425,945	\$ -	\$ 153,678	\$ 579,623

Blue indicates FY 2014 projects in current TIP

2014 Allocation \$ 425,945
 Programmed \$ 425,945
 Rem \$ -

2015

AGENCY	PROJECT	LIMITS	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Flint River Trail	Stepping Stone Falls to Bluegill Boat Launch	\$ 434,464	\$ -	\$ 394,515	\$ 828,979

2015 Allocation \$ 434,464
 Programmed \$ 434,464
 Rem \$ -

2016

AGENCY	PROJECT	LIMITS	FEDERAL	STATE	LOCAL	TOTAL
GCRC	Flint River Trail	Bluebell Beach to Genesee Road	\$ 443,153	\$ -	\$ 1,822,555	\$ 2,265,708

2016 Allocation \$ 443,153
 Programmed \$ 443,153
 Rem \$ -

2017

AGENCY	PROJECT	LIMITS	FEDERAL	STATE	LOCAL	TOTAL
Flint	Grand Traverse Greenway Trail	Riverbank Park to Hemphill Road	\$ 452,016	\$ -	\$ 1,117,975	\$ 1,569,991

2017 Allocation \$ 452,016
 Programmed \$ 452,016
 Rem \$ -

No Year or Federal Funding at this time. Waiting on MDOT TAP Program Decision

AGENCY	PROJECT	LIMITS	FEDERAL	STATE	LOCAL	TOTAL
Flushing	Seymour Road Pathway	Flushing Riverview Trail to Seymour	\$ -	\$ -	\$ 691,760	\$ 691,760
Flushing	Seymour Road Pathway	Seymour Road to W Pierson Road	\$ -	\$ -	\$ 331,810	\$ 331,810

Please note that for the 2015-2017 proposed projects Federal and Local funding levels will depend on MDOT TAP Program Participation



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

ANDY DILLON
STATE TREASURER

April 18, 2013

FOR IMMEDIATE RELEASE
www.michigan.gov/treasury

Contact: Terry Stanton/Treasury
(517) 335-2167
Sara Wurfel/Governor
(517) 335-6397

Competitive Grant Assistance Program Grants Awarded
Applications for Remainder of Fiscal Year 2013 Funding Available Soon

The Michigan Department of Treasury has announced that more than \$4 million will be awarded to 11 Michigan communities through the Competitive Grant Assistance Program (CGAP). CGAP, formerly known as the Economic Vitality Incentive Program (EVIP) grant program, was proposed by Governor Rick Snyder in his first State of the State Address. The grant program is designed to offset costs related to the consolidation or sharing of services between local units of government.

“This program has proved to be very popular among municipalities looking to get the most out of their resources by partnering with other units of government,” said Gov. Snyder. “The Department of Treasury reviewed dozens of applications for this initial round of funding for 2013 and to be selected, applicants had to show a strong commitment to collaborating with other municipalities and incorporating best practices.”

The following communities will receive CGAP Grants with projects and amounts noted (alphabetical order):

Local Unit	Project Description	Amount
Acme Township	Feasibility study for consolidation of Traverse City FD and Grand Traverse Metro Emergency Services Authority	\$21,250
Arcadia Township	Analysis of potential joint-zoning administration and food innovation district	\$115,000
City of Dearborn	Consolidate fire services with City of Melvindale	\$264,500
City of Eastpointe	Feasibility study for consolidation and collaboration in Macomb County	\$8,750
City of Flint	Collaborate to build and operate simulcast tower and integrate into Genesee Co. 9-1-1	\$1,809,982
Genesee County	Collaborate with Oakland County for payroll services	\$640,570
City of Grand Rapids	Collaborate with Detroit and Battle Creek for the joint processing of income tax returns	\$715,000

City of Grosse Pointe	Consolidate public safety department with City of Grosse Pointe Park	\$209,000
Village of Lake Odessa	Collaborate with Lakewood Wastewater Authority to centralize water and sewer billing administration	\$56,460
City of Rochester Hills	Collaborate with the Oakland County Road Commission for maintenance services	\$51,625
Waterford Township	Continuation of consolidation with City of Pontiac Fire Department	\$148,500

Applications for the remaining \$11.7 million in CGAP funding for FY 2013 will be available on Treasury's Web site May 1, 2013 and will be due by June 28, 2013. Treasury will be reviewing applications on a rolling basis, with initial reviews beginning June 3, 2013.

The focus of the second round of FY 2013 grant awards will be on stimulating projects between two or more qualified jurisdictions that are creating new mergers, consolidations, and/or cooperative efforts/collaborations of existing services.

For more information, visit www.michigan.gov/revenuesharing.

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STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RICK SNYDER
GOVERNOR

ANDY DILLON
STATE TREASURER

October 23, 2012

FOR IMMEDIATE RELEASE
www.michigan.gov/treasury

Contact: Terry Stanton/Treasury
(517) 335-2167
Sara Wurfel/Governor
(517) 335-6397

Competitive Grant Assistance Program Grants Awarded
Funding Will Assist Local Government Consolidation and Collaboration Projects

The Michigan Department of Treasury has announced that 32 Michigan communities will receive Competitive Grant Assistance Program (CGAP) funding, totaling more than \$10.5 million, in the second round of awards for fiscal year 2012. Nearly half of this round of CGAP funding was designated for public safety initiatives. CGAP, formerly known as Economic Vitality Incentive Program (EVIP) grants, was initially proposed by Governor Snyder shortly after taking office in 2011 to help offset costs for municipalities in the consolidation or sharing of services among local units of government. These awards bring the total amount awarded for fiscal year 2012 to \$14.8 million.

“This program has proven itself to be instrumental in helping municipalities collaborate on innovative programs and incorporate best practices,” said Gov. Snyder. “This next round of grants will continue to support the good-government goals of our state and communities as we work to be most efficient with state and local tax dollars.”

The following communities will receive CGAP Grants with projects and amounts noted (alphabetical order):

Local Unit	Project Description	Amount
City of Dearborn	Consolidate IT services with City of Dearborn Heights	\$263,000
City of Dearborn Heights	Consolidate fire department services with City of Garden City	\$43,500
Delta County	Collaborate with 16 local units on tax assessment database	\$332,165
Delta Charter Twp.	Continue consolidation with Looking Glass Regional Fire Authority	\$30,000
City of Dewitt	Consolidation of building inspection with Dewitt and Bath Townships	\$16,250
Emmet County	Integrate Charlevoix-Cheboygan-Emmet County with state dispatch radio system	\$80,000
City of Farmington Hills	Consolidate IT services with City of Farmington	\$130,000
City of Grand Haven	Conduct feasibility study of telephone service delivery	\$18,750

City of Grand Rapids	Collaborate with Michigan Municipal Services Authority (MSA) to develop cloud computing environment	\$3,600,000
City of Harper Woods	Cross-train police officers as fire fighters	\$62,900
Huron Twp.	Consolidate 911 and detention facilities with Sumpter Township	\$202,386
Kent County	Conduct study on Community Development program to reduce costs	\$40,000
City of Lansing	Retain consultant to establish platform for collaboration with neighboring cities and townships	\$75,000
City of Leslie	Develop shared master plan with Leslie Township	\$30,000
Lyon Twp.	Conduct study on benefits of collaborating on wastewater treatment facility	\$51,500
Macomb County	Consolidating dispatch and communications operations	\$1,505,000
City of Marquette	Collaborate with Marquette and Chocolay Townships on recreation authority business plan	\$12,500
City of Marshall	Collaborate with Michigan State Police to share services and facilities	\$674,254
City of Monroe	Cross-train police and fire and create joint public safety department	\$49,000
Oakland County	Collaborate to maximize usage of City of Pontiac's wastewater treatment plant	\$22,320
City of Pontiac	Consolidate fire services with Waterford Township	\$248,742
City of Port Huron	Collaborate with City of Marysville to standardize and combine fire records systems	\$20,985
City of Roseville	Consolidate with City of Eastpointe to create a recreation authority	\$342,000
City of Roseville	Conduct feasibility study on use of water reservoir with Cities of Fraser and Eastpointe	\$20,000
City of Saginaw	Consolidate law enforcement with Saginaw County	\$156,266
Saginaw County	Consolidate records, data, information and intelligence with other sheriff offices	\$881,944
City of Southgate	Consolidate assessing and equalization services with Cities of Allen Park, Lincoln Park, and Woodhaven	\$25,000
City of St. Joseph	Consolidate 911 services with Berrien County	\$199,508
Washtenaw County	Continuation of consolidation of 911 services with City of Ann Arbor	\$35,000
Watervliet Twp.	Consolidate water department with City of Watervliet	\$287,500
Wayne County	Collaborate with multiple agencies on inter-agency initiative to reduce gun violence	\$304,000
City of Westland	Consolidate fire department services with City of Wayne	\$791,787

As noted above, CGAP awards include \$3.6 million for the City of Grand Rapids, to develop a Financial Management System that will eventually be available to local governments through the Michigan Municipal Services Authority (MSA). As a new public-private partnership, the MSA was formed through an inter-local agreement between Grand Rapids and the City of Livonia in order to deliver shared services and functions to local governments. Governor Snyder approved the agreement earlier this year.

“Given the economic realities we face today, it is more important than ever that municipalities, school districts and intermediate school districts institute best practices, develop innovative collaborations, and leverage their limited resources,” said State Treasurer Andy Dillon. “The MSA can offer local counties, townships, cities, villages and districts access to best practices and standardized services, giving them new tools to increase efficiencies and save tax dollars.”

The Grand Rapids CGAP grant fulfills an initial focus of the MSA on best practices in hosted financial management systems. “We are very excited to be a charter member of the MSA,” said Grand Rapids Mayor George Heartwell. “This first investment provides the MSA with an accessible financial management system that can be used by municipalities statewide. The work that we are doing will not only impact citizens on the West side of the state, but will create a template for local units throughout Michigan to collaborate and lower costs.”

“As communities across Michigan struggle with their budgets, it becomes increasingly important for local and state government to work together to develop efficient, cost-effective methods of delivering services to our residents,” said Livonia Mayor Jack Kirksey. “We look forward to the MSA focusing its resources on reducing costs and improving operations, not only in Livonia, but in communities across the state.”

Applications for the fiscal year 2013 CGAP Program are now available on Treasury’s Web site. The FY 2013 applications are due by December 3, 2012. In total, \$15 million is available to all cities, villages, townships, counties, school districts, and intermediate school districts.

For more information, visit www.michigan.gov/revenuesharing.

#

Paul Bueche

Subject: I-69 WB Ramps @ Morrish Road Signal - Updated Schedule

Ryan,

Please keep extreme pressure on the contractors and/or MDOT that are associated with this signal installation. That light HAS to be up and running by the time the Meijer retail store opens, which is May 16. Please notify me right away of any and all changes to this schedule and/or problems you encounter.

Thanx.....

Paul Bueche
City Manager
City of Swartz Creek
810-635-4464

COPY:

Meijer
Consumer's Energy
City Engineer
County Signals

Paul,

Based upon some information we have received this week, we have an updated installation schedule for the traffic signal installation at the I-69 WB Ramps at Morrish Road intersection. The anchor bolts for the mast arm foundations are not yet ready, and the contractor cannot start drilling for these until the anchor bolts are in hand (MDOT requires all foundation holes not to be open for more than 24 hours). Based on this information, the following is an updated schedule based upon receiving anchor bolts sometime next week (April 22-26):

April 22-25: Conduits bored under roadway, handholes installed, service disconnect installed, inspected and Consumers hook-up.

April 29-30: Mast arm foundations are installed (requires 7 day curing period before mast arms can be placed).

May 3: Frontier has overhead wire relocation completed.

May 6-8: Installation of mast arms, signals and remaining above ground equipment. Upon completion, the intersection goes into flash mode.

May 15: Signal goes into normal operation.

Should you have any questions, please don't hesitate to contact me here at our office.

Ryan Minkus, PE, PTOE

Civil Engineer

Progressive AE

1811 4 Mile Road, NE
Grand Rapids, MI 49525
Tel: 616-361-2664
Fax: 616-361-1493

<http://www.progressiveae.com>

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4/18/2013

Household Hazardous Waste & Electronic Waste Collection Day!

Saturday, May 18, 2013
10:00 a.m. - 2:00 p.m.

For more information call or email:
Genesee County Recycle Hotline:
(810) 762-7744
recycle@co.genesee.mi.us
or Keep Genesee County Beautiful:
(810) 767-9696

Things you should bring...

Household pesticides
Herbicides, Fertilizers
Fluorescent light bulbs
- compact and tube
Batteries
- household and car
Gasoline
Aerosol cans
Antifreeze
Mercury
Used oil



Oil-based paint
Old prescriptions
Paint thinners
Tires - up to 7*
**No tractor or semi tires and they must be off the rim.*

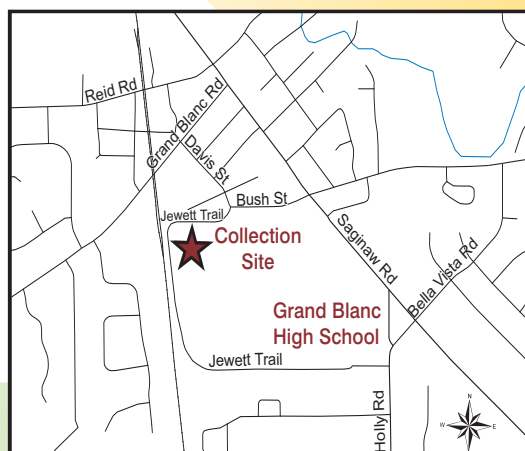
Television Sets
Computer Monitors
Laptops & Notebooks
Printers & Copiers
DVD & VCR Players
Fax Machines
Cell Phones
Video Cameras
Stereo Equipment

Things you should NOT bring...

Commercial waste
Explosive material
Industrial waste
Latex paint
Medical waste
Radioactive material
TV Consoles



Facility locations...



Grand Blanc High School
12500 Holly Rd
Grand Blanc, MI 48439
10:00 a.m. - 2:00 p.m.
HHW, E-Waste, & Tires



GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION
RECYCLE



Flint East - Water Service Center
3310 East Court Street, Flint MI
10:00 a.m. - 2:00 p.m.
HHW, E-Waste, & Tires

Coordinated by the Household Hazardous Waste Consortium of Genesee County including the Genesee County Metropolitan Planning Commission, General Motors Environmental Staff in Flint, UAW Local 599, Goodwill Industries, 5R Processors, Genesee County Sheriff's Department and Keep Genesee County Beautiful. Trash services provided by Emterra Environmental, USA. Major support provided by the Genesee County Board of Commissioners, the City of Flint, and several local units of government.



michigan municipal league

Better Communities.
Better Michigan.

1675 Green Road
Ann Arbor, MI 48105

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

April 17, 2013

Governor Rick Snyder
P.O. Box 30013
Lansing, Michigan 48909

Dear Governor Snyder:

Thank you for speaking at the League's Capital Conference last week. We appreciate your willingness to address our members and work through some of the issues they have identified as barriers to efficiencies. During the Q&A session you indicated that you wanted to hear from our membership if there are problems with the Economic Vitality Incentive Program (EVIP). Ironically, we had a breakout session the following day on EVIP that featured a staff member from Treasury. This was easily the most volatile session of the conference with significant frustrations expressed by members large and small. We thought it was important that we relay some concerns we heard during the EVIP session as well as throughout the conference.

Our members agree that government should be as efficient and cost effective as possible. The effort to cooperate together and seek efficiencies did not begin with EVIP. Our communities have aggressively pursued and demonstrated tremendous efficiencies and cost savings measures for decades. They have collaborated with other communities, privatized, downsized staff and scaled back services. Despite this fact, our members have almost uniformly tried to comply with the EVIP provisions. Unfortunately, what our members have shared with us more than anything is their frustration that EVIP has actually resulted in less efficient government.

An all too common complaint from our members is they have often submitted questions and concerns to the Department of Treasury and waited weeks or longer for a response. This problem is further exacerbated by the fact that interpretations given have not been consistent from year to year. It becomes difficult to be more efficient when the program is subject to disparate interpretation each year and, as you'll see below, with each compliance date.

For example, when it comes to the first category—accountability and transparency—the Department has been quite candid in telling members that while they require information for the dashboards, no one is verifying that it is correct. They were told that if they submit what they submitted last year, "no one would notice." In addition, for the October 1, 2012 dashboard deadline, members were just told to "submit what they submitted last year" because the online form was not working. This is seen by our members as an inefficient use of time if nobody is even looking at this information. During our EVIP session at our Capital Conference, a city manager indicated that they have been tracking the visits to their dashboard on their website, and in two years only 15 people have viewed that page.

Conversely, in category two (collaboration plans) the Department has gone from being ambivalent about category one to being the "EVIP police" for category two. The boilerplate language is rather specific, and our members have been rigidly following that language in their submissions of category two to the Department. One of the most frequent complaints we've gotten is the repeated calls from the Department to dozens of municipalities following the February 1, 2013 deadline for consolidation plans. The boilerplate language says to include a "timeline of the steps to accomplish the proposed plan." Treasury has been

repeatedly calling communities wanting to know specific dates of when projects were initially discussed. They have repeatedly rejected plans where communities can't recall the exact date someone first mentioned a consolidation/collaboration idea. As you know, sometimes a project is first mentioned in a workgroup or in a passing conversation, and pinpointing the initial date an idea was discussed can be difficult. We have communities who submitted criteria two information to Treasury three to four times. Instead of working and actually collaborating, our members are forced to submit additional paperwork to the Department repeatedly in search of arbitrary dates that are not required by boilerplate, nor are they necessary to appreciate the status of a previously submitted collaboration plan.

A concern of a more overarching nature is the changing requirements. We appreciate the efforts your office has taken to adopt the state budget in a timely and consistent manner. This positive change becomes of little value, however, when each year we are asked to comply with a changing set of EVIP requirements. For example, your current proposal moving from "or" to "and" as it relates to PA 152 compliance as a way of qualifying would have a devastating impact on local governments that have relied on your previously defined program as the basis for long-range policy decisions.

This program has devolved to the point that we have communities that are discussing the need to potentially add staff to comply with EVIP requirements because they have become so time intensive. The original idea designed to produce transparency and savings seems to be getting lost in the micromanaging of our communities by staff in Treasury.. There is no consistency in how the Department is handling each EVIP criteria, and that has made it very difficult for our members to lawfully and consistently comply.

Again, we appreciate the goal of benchmarking and having efficient government; however, we think the program could be served by changes that would allow for more consistent interpretation. We welcome the opportunity to discuss ways to make this program more efficient and address the concerns outlined above, but in its present form it is simply not working.

Sincerely,



Daniel P. Gilmartin
Executive Director/CEO
Michigan Municipal League



Samantha J. Harkins
Director, State Affairs
Michigan Municipal League

Swartz Creek 2013

Family Movie Night

Outdoor Enjoyment for the Whole Family!

The following is the tentative schedule.
Movies will start at dusk.

- June 14 Open Season
- June 28 Finding Nemo
- July 12 Charlotte's Web (2006)
- July 26 Up
- August 9 Jumanji
- August 23 Wall E



Details

-Bring your blanket or folding chair and enjoy a FREE movie with family and friends!

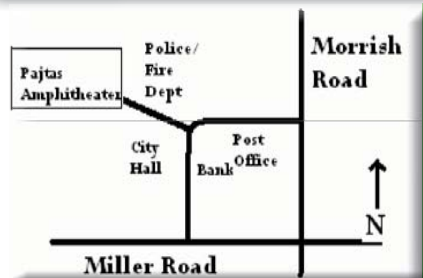
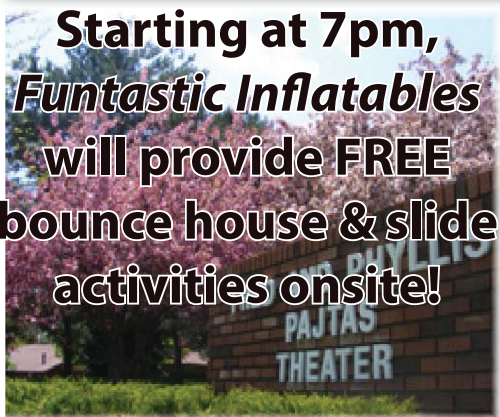
-All listed titles are rated G or PG.

-In case of bad weather the movie may be cancelled.

ALL FREE!

Location: Pajtas Amphitheater on Civic Drive
(Across from the Swartz Creek Police & Fire Department)
Call City Hall for details:
810.635.4464

Starting at 7pm,
Funtastic Inflatables
will provide FREE
bounce house & slide
activities onsite!



Swartz Creek 2013

Family Movie Night

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- August 17 Wall E



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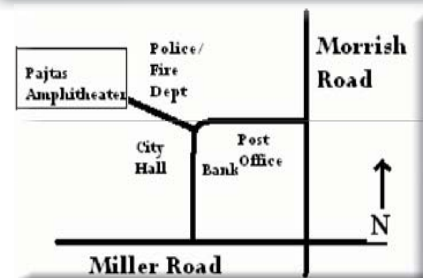
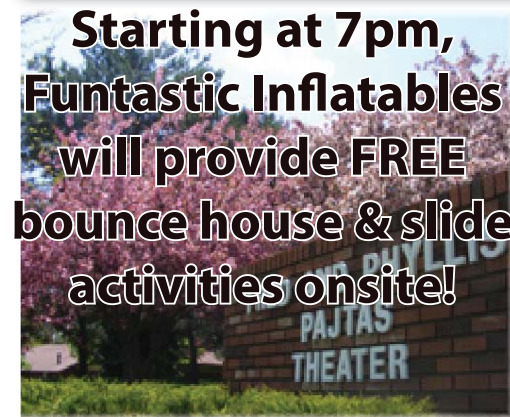
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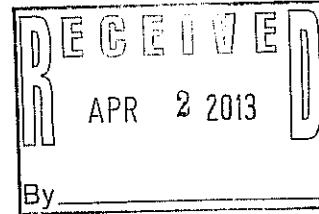
Count on Us

Helping Michigan save energy. That's our promise.

Consumers Energy Business Solutions
3965 Okemos Rd. Suite A1
Okemos, MI 48864

*****AUTO**5-DIGIT 48473 9438

CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK MI 48473-1498



RE: 2013 Energy Efficiency Incentives

Dear Customer,

The Consumers Energy Business Solutions team is excited to launch the 5th year of the energy efficiency incentive program for commercial and industrial customers. This year's program is bigger and better than ever with new measures designed to help your business save energy. Since the program began in 2009, over 50,000 customers participated in the program and received more than \$59 million in rebates for installing energy-efficient lights and equipment in their businesses.

For 2013, we have special programs for agriculture, new construction projects, industrial refrigeration, existing building commissioning, air compression, and more. Along with these programs, we have over 30 new prescriptive measures offering energy efficiency rebates. New rebates for 2013 include:

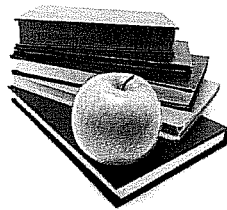
- Variable frequency drives for motors up to 250HP are now prescriptive
- ECM motors for furnaces
- "Correct-sizing" compressed air systems
- Outdoor air intake for air compressors
- Industrial battery chargers
- Uninterruptable power supplies
- High efficiency transformers
- "Correct-sizing" hydronic pumping systems
- Chiller tune-up
- Kitchen equipment including dishwashers, ventilation sensors and case cooler doors

Custom incentive amounts have increased for 2013 and the program now offers a "special" reservation for custom projects. This will offer incentive-funding-certainty for custom projects, assuring customers with custom projects at least 80 percent of the reserved incentive and making payback calculations easier and more certain.

Incentives are available for almost any type of energy efficient equipment in your building. Upgrade your facilities and take advantage of these energy efficiency incentives. Programs are underway, so visit our website at www.ConsumersEnergy.com/mybusiness to get the latest information and to get started saving energy *and* saving money.

Sincerely,

The Consumers Energy Business Solutions Team
P.O. Box 1040
Okemos, MI 48805
Telephone: (877) 607-0737
E-mail: ConsumersEnergyBusinessSolutions@DNVkema.com



SANDY HOOK SCHOOL
375 Fan Hill Road
Monroe, CT 06468

Library Media Center

David Krueger
Mayor
8083 Civic Drive
Swartz Creek, MI 48473

Dear Mr. Krueger,

We are sending our sincere thanks for your town's donation of "Rosco" the giant teddy bear! He has found a home here in the Library Media Center. What a wonderful idea to cover him with "hugs" from your citizens. The accompanying book was also a lovely gesture. Please pass along our thanks to Swartz Creek Church of the Nazarene and Smooth Steps Dance Studio.

We have enjoyed all the books, stuffed animals, snowflakes, decorations, bookmarks and cards that have come from all over the world as we settle into our new library space. We are truly grateful for the support from and the generosity of so many people.

With great appreciation for your thoughtfulness,


Yvonne Cech
Library Media Specialist