

## City of Swartz Creek

### AGENDA

Regular Council Meeting, Monday February 25, 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 February 11, 2013 MOTION Pg. 6, 14-18
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 6, 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 6, 2-5
  - 6B. Monthly Fire Report Pg. 19-99
  - 6C. RPS Inc. Proposal, Morrish Bridge CE (Agenda Item) Pg. 100-102
  - 6D. Meijer T-Signal, Progressive AE Revised Proposal (Agenda Item) Pg. 103-138
  - 6E. Tri-County Lease Agreement (Agenda Item) Pg. 139-145
  - 6F. ZBA Packet, Feb 20 Meeting Pg. 146-154
  - 6G. FANG Correspondence, Rebate Pg. 155
  - 6H. MPSC Hearing, Consumers Energy Pg. 156-157
  - 6I. Marathon, CC Order for Quieting Title Pg. 158-160
  - 6J. Marathon, Proposed Restrictive Title Covenants CD
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Appropriation, Morrish Bridge Construction Engineering RESO. Pg. 7, 100-102
  - 8B. Meijer Traffic Signal, Additional PE-CE Engineering Fees RESO. Pg. 7, 103-138
  - 8C. Tri-County Water Tower Lease Agreement RESO. Pg. 8, 9-14
  - 8D. Fire Contract, Progress Update DISC.
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 February 25, 2013 7:00 P.M.

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUCHE // City Manager  
**DATE:** 22-February-2013

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

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

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

Applications have been filed on the following streets for the next round of the TIP Program: **Bristol Road** (GM-SPO to Miller Road), **Fairchild, Winston, Cappy & Worchester** (Miller to Miller), **Miller Road Segment #1** (Elms to Tallmadge), **Miller Road Segment #2** (Morrish to Elms), **Miller Road Segment #3** (Seymour to Morrish), **Miller Road Segment #4** (Tallmadge to Dye). We should have an answer back in several months.

☐ **MORRISH ROAD BRIDGE PROJECT** (Resolution)

The Morrish Road Bridge Project is the last remaining project funded in the 2011-2014 TIP. Barring any unforeseen items, the project is under projected costs by about \$25k. The only item we do not have a price on yet are the four lights included in the design. We are awaiting this data from Consumer's Energy. Updated cost estimates 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)

Incorporated into the design are the non-participating enhancements as well as the road closure for construction. The project is estimated to last for two months and with a tentative start date of June 17<sup>th</sup>. The first round of notification letters have gone out with additional letters planned later into the spring.

Included with tonight's agenda is the appointment of Rowe Professional Services to perform construction engineering, and an appropriation of \$70,931 for associated fees.

✓ **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 20<sup>th</sup>. 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:	March, 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. I've included a copy of the Marathon proposed covenants and the order quieting title on tonight's CD, if anyone is so inclined to read them.

✓ **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. Flint Township will be visiting the matter at their meeting to be held this evening. Our shared services committee continues to meet and should have a report back to the Council soon.

✓ **FIRE DEPARTMENT: BUDGET, CONTRACT & COST RECOVERY** (*Discussion*)

I met with the township regarding the contract. The meeting produced a step closer to resolving the CIP issue. I'm doing a bit of research before a yet to be scheduled second meeting. I've set this for a short discussion to bring the Council up to date.

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

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

✓ **SIGN ORDINANCE, APPENDIX A REVISIONS** (*Status*)

The Planning Commission, at their January 8<sup>th</sup> meeting, discussed changes to the Sign Ordinance as well as design standard changes in Appendix A. They held the required public hearing and approved the recommendation for changes to both. The matter is in to the City Attorney for proper formatting and should be back to the Council for final consideration in the near future.

✓ **MEIJER SITE PLAN, INTERSTATE TRAFFIC SIGNAL** (*Resolution*)

The Council approved an amended site plan allowing for the construction of a gross square foot store of 192,214 along with related changes to parking, traffic circulation, lighting, landscaping, and signage, all of which have been deemed by the City’s staff as minor and within the general concept of the original site plan approval. On paid-in capital, Meijer funded improvements capped at \$1,500,000. To date, they have paid \$1,095,000. They owe the City \$52,873, which when invoiced and paid, will put their contribution, to date, for the Morrish project at \$1,147,873. This leaves \$352,127 left to fund traffic signals and other related improvements.

We’ve run into cost overruns in the design of the signal at the Westbound Morrish Ramps entrance to Meijer. Here is a budget regarding the signal:

**Meijer Entrance & I-69 Traffic Signal**

Constr Est	Orig P.E.	Orig C.E.	P.E. / C.E. Overrun	Project Total
\$150,000	\$19,112	\$10,470	\$10,230	\$189,812

The original cost for design and construction engineering quoted by Progressive, and approved by the City, is \$29,582 (we added a 10% contingency placing the cap at \$32,540). We are at this amount with a pending \$6,000 invoice and have not even began construction, ergo construction engineering. Obviously, I expressed my displeasure. An explanation and a revised final estimate are included with tonight’s packet. In a nutshell, the projected final cost for P.E. & C.E. is \$39,812 – an overrun of \$10,230. We have no choice but to approve the overrun and continue. The approval process to obtain a qualified engineering firm status to perform this work in an interstate right of way is very limited and complex as it involves both federal and state regulations. Aside from this, we are out of time. Starting over is not an option. I have a resolution included with tonight’s program to approve the additional costs.

On another note, the tentative schedule for the opening of the Meijer Fuel Station is Thursday April 18<sup>th</sup>. The store has a soft opening scheduled for Thursday May 16<sup>th</sup> with a grand opening set to begin Sunday May 19<sup>th</sup>. Meijer states this will be their 200<sup>th</sup> store and the 10<sup>th</sup> in the Flint area. They are planning a big splash to coincide with the 200<sup>th</sup> opening.

✓ **MI-LCC PENDING LICENSES** (*See Individual Category*)

**CLASS “C” NEW, 8013 MILLER, MONTINI** (*Status*)

Referred to Planning Commission. Request needs review as it may be a significant change of use and accompanies a request for outdoor sales.

**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*)

Pending bid returns.

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

As the Council may recall, we explored potential WI-FI locations with Tri-County and decided not to participate due to funding restraints. Included with tonight’s agenda is a new contract, very similar to the old one, to continue the lease arrangement for space

on the Miller Seymour water tower. I shortened the term a bit, from 5 years to two. The lease is incorporated into the resolution.

✓ **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 in late March or April. 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 MI-DEQ has initiated a program wherein they will pay for 50% of the construction costs 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. If the grant works, then it may be something to look at for paving some of the local streets several years down the road.

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

✓ **NON-CONFORMING AGRICULTURAL LAND USE** (*Information*)

As the Council may be aware, we have run into issues over the last year with farming on the tracts of vacant property within our Associations. We do not have a zoning classification for agriculture. It was eliminated in 2004 when we overhauled Appendix "A". We do have a handful of properties that are farmed under the non-conforming use allowance; however, the question arose on what happens when an interruption that exceeds a year (as per the ordinance regarding general non-conforming use) in farming occurs and how does existing statutes (Right to Farm Act) and subsequent case law affect this? We charged the ZBA with the question to clarify the interpretation, Mr. Gildner and Mr. Zettel in attendance. After significant discussion, the ZBA ruled that farming within the vacant Associations out-land (*sic*) is allowable, providing the use is not accelerated. In other words, only the planting of crops is permitted, no livestock, etc. A copy of the ZBA Packet is included with tonight's packet.

## **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 February 25, 2013 7:00 P.M.**

**Resolution No. 130225-4A            MINUTES – FEBRUARY 11, 2013**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday February 11, 2013, to be circulated and placed on file.

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

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

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

**Resolution No. 130225-5A            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 February 25, 2013, to be circulated and placed on file.

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

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

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

**Resolution No. 130225-6A            CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager’s Report of February 25, 2013, to be circulated and placed on file.

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

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

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

**Resolution No. 130211-8A**

**APPOINTMENT & APPROPRIATION, CONSTRUCTION TESTING – ENGINEERING, MORRISH ROAD BRIDGE PROJECT**

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

**I Move** the City of Swartz Creek appoint Rowe Professional Services Inc. to perform construction engineering and testing services in conjunction with the Morrish Road Bridge Project, in accordance with Rowe’s proposal, and further, appropriate an amount not to exceed \$70,931 payment for services, funds to be allocated from 202 Major Streets, Morrish Road Bridge Project, and further authorize the City Staff to make necessary ledger entries and adjustments.

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

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

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

**Resolution No. 130211-8B**

**MEIJER TRAFFIC SIGNAL, APPROPRIATE ADDITIONAL PE – CE ENGINEERING FEES**

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

**WHEREAS**, the City retained the services of Progressive AE of Grand Rapids to design, bid and oversee construction of a traffic signal at Westbound I-69 Ramps and Morrish Road entrance to a Meijer retail center currently under construction, resolution as follows:

**Appropriation, Progressive AE: Morrish Road Meijer Traffic Signals, Data Collection, Warrants**

**Resolution No. 120312-06**

**(Carried)**

*Motion by Councilmember Hurt  
Second by Councilmember Binder*

***I Move** the City of Swartz Creek appropriate an amount not to exceed \$29,582 plus 10% contingency, to the City’s Traffic Engineering Firm Progressive AE of Grand Rapids Michigan, for traffic safety and engineering services on Morrish Road from I-69 to Bristol Road, consummate to the development of a Meijer Retail Outlet at 4141 Morrish (Main Store) and 4155 Morrish (Convenience Store), in accordance with the specifications in the proposal dated March 9, 2012, and further, direct the City Staff to make necessary adjustments to the City’s accounting system reflect revenues and expenses related to the project.*

*Discussion Took Place.*

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

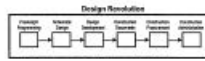
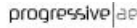
**WHEREAS**, Progressive AE is among a limited number of engineering firms pre-qualified and authorized to perform design and engineering services with MDOT – FDOT interstate right of Ways; and

**WHEREAS**, regulations, requirements and demands for additional data by the Michigan Department of Transportation caused the scope of services set forth by Progressive AE to change significantly thereby affecting the cost of the proposal submitted and approved by the City Council on March 12, 2012; and



**WHEREAS**, a revised proposal with detailed cost and scope changes has been submitted by Progressive AE, in the amount of \$39,812, a cost differential of an additional \$10,230, as follows:

**Change in Service Request**



**Project Name:** Swartz Creek - Morrish/I-69 WB Ramps Signal Warrant Analysis, Design, and Construction Engineering **Project Number:** 54576002

**TO:**  
**Name:** Paul Bueche, City Manager  
**Address:** 8083 Civic Drive  
 Swartz Creek, MI 48473-1498  
**FAX/Email:** 810-635-2887 / pbueche@cityofswartzcreek.org

**PROPOSED CHANGE IN SCOPE PREVIOUSLY DESCRIBED IN [LETTER] [CONTRACT] DATED March 9, 2012 :**

Additional services required to date during either Task 1 or Task 2 stages of the overall project as noted below.  
 Task 1 - Signal Warrant Analyses

- A. In addition to the expected standard signal warrant analysis (at Morrish/I-69 westbound ramps), MDOT also insisted on full existing and future Synchro capacity analyses and model simulations, not only for the westbound ramps intersection but also for the currently "signalized" Morrish/I-69 eastbound ramps. Required extending traffic projections work to south side of interchange and with/without signal operation scenarios on that south side, and related additional coordination with MDOT.

Task 2 - Design Documentation

- A. Signing and revised pavement marking plans and specs required by MDOT
- B. Additional coordination with Rowe on an applicable base plan and related efforts to combining Rowe data with PAE/Meijer data and additional on-site survey to eventually develop an accurate signal drawing base (more detail in 2/07/13 email to you).
- C. Shop drawing submittal and approval required additional efforts to research and recreate an MDOT powder coating specification (for poles/arms black paint).
- D. Additional coordination resolving MDOT job number issue with MDOT inspector at the pole/arm manufacture's site.

Task 3 - Construction Engineering

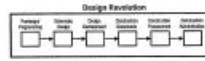
- A. Projected reduced efforts required due to up-front coordination with MDOT.

**IMPACT TO SCHEDULE:**

The contract time will be [increased] [decreased] by na calendar days.  
 The date for completion of all work will be: May 31, 2013 (date).  
 Other: some delays due to MDOT warrant study and design reviews and issues related to mast arm equipment paint specifications - goal is still full installation prior to anticipated Meijer Store opening in May.

The information in this document is the intellectual property of Progressive AE. It is intended solely for use by the individual owner. Reproduction of any portion of this document for any purpose is strictly prohibited.

**Change in Service Request**



**Project Name:** Swartz Creek - Morrish/I-69 WB Ramps Signal Warrant Analysis, Design, and Construction Engineering **Project Number:** 54576002

**FEE INCREASE:**

Proposed Fee Increase	\$	10,230.00
Current Approved Contract Amount	\$	29,582.00
Proposed Revised Contract Amount	\$	39,812.00

If you agree to the above proposed scope change, please sign below and return this form via FAX to:

**Progressive Project Manager:** Peter LaMourie  
**FAX No/email:** 616-361-1493/lamourie@progressiveae.com

Thank you.

**AGREED TO BY:**

**CLIENT**

(Signature)  
 (Printed Name and Title)  
 (Date)

**PROGRESSIVE AE**

*Peter LaMourie*  
 (Signature)  
 Peter LaMourie, LEAP Engineer  
 (Printed Name and Title)  
 2/19/13  
 (Date)

The information in this document is the intellectual property of Progressive AE. It is intended solely for use by the individual owner. Reproduction of any portion of this document for any purpose is strictly prohibited.

**NOW, THEREFORE, I Move** the City of Swartz Creek authorize the change order as submitted and appropriate an additional amount not to exceed \$10,230 for a revised total of \$39,812 to Progressive AE of Grand Rapids Michigan, for design and construction engineering for the Morrish Road I-69 Meijer entrance traffic signal, funds to be appropriated from 202 Major Streets, and further, authorize the City Staff to make necessary ledger entries and adjustments.

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

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

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

**Resolution No. 130211-8C**

**WATER-TOWER LEASE AGREEMENT, TRI-COUNTY WIRELESS INC**

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

**I Move** the City of Swartz Creek enter into a lease agreement with Tri County Wireless of Fenton Michigan, lease as follows:



**CITY OF SWARTZ CREEK  
WATER TOWER SITE LEASE AGREEMENT**

Between

**The City of Swartz Creek**

And

**Tri-County Wireless Inc**

---

**THIS WATER TOWER SITE LEASE AGREEMENT** ("Lease"), is made this 25<sup>th</sup> day of February, 2013, between the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City"), and Tri-County Wireless Inc, a Michigan Corporation with principal offices at 240 N. Fenway, Fenton, Michigan 48430 ("Tenant").

**WHEREAS**, the City is the owner of a water tower located south of Miller Road and west of Winston Drive, Tax Parcel I.D. No. 58-02-100-005, in the City ("Water Tower"); and

**WHEREAS**, the Tenant is in the business of providing wireless internet access and services to internet users; and

**WHEREAS**, the Tenant currently operates a wireless receiver on the Water Tower in order to provide wireless internet access and services to the area in and around the City; and

**WHEREAS**, the City previously subscribed to the Tenant for wireless services as an even exchange of value for the Tenant's occupancy of the water tower; and

**WHEREAS**, the City no longer utilizes wireless services and is desirous of renegotiating a market rent for occupancy of the water tower; and

**WHEREAS**, the City is desirous of leasing space on the Water Tower to permit the Tenant to continue to operate a wireless receiver thereon under the terms and conditions set forth in this lease.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Leased Premises.** The City hereby leases to the Tenant, for the term of this lease, and upon the terms and conditions set forth herein, the non-exclusive use of the top of the Water Tower upon which Tenant may place two (2) small wireless receivers, together with adequate space on the ground below the Water Tower in order to install and place a control box (approximately 3' x 3') thereon and also grants to Tenant reasonable access thereto for adequate utility services (the "Leased Premises").
2. **Term.** The initial term of this Lease Agreement shall commence on the date first written (the "Commencement Date") above and shall be for two (2) years, with an additional renewal term of two (2) years. Said renewal term shall commence automatically without further action on the part of the City or the Tenant, unless either party provides the other party with written notice that it does not intend to renew this Lease Agreement at least three (3) months before the expiration of the term.

3. **Rent.**

Tenant shall pay rent annually to the City at the rate of One Thousand Eight Hundred Dollars (\$1,800.00) per year during the term of this Lease Agreement, or an amount equal to twenty percent (20%) of annual service fees collected from said tower, whichever is higher. Such rent shall be paid in advance on or before the Commencement Date and in equal installments monthly thereafter on or before the Commencement Date. Rent based upon service fees will be determined by the preceding year's receipts which Tenant shall provide the City upon written request at reasonable times, but no less than twice each year.

The rent to be paid by the Tenant for any renewal term of this Lease Agreement shall be that agreed to by the City and the Tenant at least six (6) months prior to the commencement of such renewal term.

Upon early termination of this agreement, the City agrees to refund a prorated share of the prepaid rent.

4. **Governmental Approval Contingency.**

a. The Tenant's right to use the Leased Premises is conditioned upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. The City shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

b. If any application necessary under Subparagraph 4(a) above is finally rejected or any certificate, permit, license, or approval issued to the Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority so that the Tenant will be unable to use the Leased Premises for its intended purposes, the City or the Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the City. Notice of the Tenant's exercise of its right to terminate shall be given to the City in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the City as evidenced by the return receipt. Upon termination, pre-paid rent shall be pro rated with any and all remaining rent dollars returned to the Tenant. Except as required under Subparagraph 10(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

5. **Tenant's Use.**

a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. The City;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the City;
3. Other governmental agencies where use is not related to public safety; and
4. Government-regulated entities whose antenna offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or a service similar to that which the Tenant is legally authorized to provide. This use shall be non-exclusive, and the City specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a wireless internet service receiver facility, and related equipment, including a control cabinet, and uses incidental thereto for providing wireless internet access and services which the Tenant is legally authorized to provide. This use shall be non-exclusive, and the City specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to the Water Tower and its own facilities on the Leased Premises or on the property on which the Leased Premises is located.

(c) Operation. The Tenant shall have the right, at its sole cost and expense, to operate and maintain the wireless internet receiver and related equipment on the Leased Premises in accordance with good engineering practices and with all applicable FCC rules and regulations. The Tenant's installation of a wireless receiver and related equipment on the water Tower shall be done according to plans approved by the City, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other City property during installation or during operations, shall be repaired at the Tenant's expense within 30 days after notification of said damage. The wireless internet receiver and related equipment installed by the Tenant shall remain the exclusive property of the Tenant.

(d) Maintenance Improvement Expense. All modifications to the Leased Premises and all improvements made for the Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the City's facilities on or adjacent to the Leased Premises. If Tenant's Antenna Facilities are mounted on the Water Tower they shall, at all times, be painted, at Tenant's expense, the same color as the Water Tower.

(e) Drawings. Tenant shall provide the City with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all the Tenant's wireless receivers and related equipment. Said drawings shall be accompanied by a complete and detailed inventory of all equipment and personal property placed on the Leased Premises.

(f) No Interference. The Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of the surrounding premises by the City. The Tenant shall not unreasonably interfere with the operations of any prior tenant using the Water Tower and shall not interfere with the

working use of the water storage facilities thereon or to be placed thereon by the City.

(g) **Access.** The Tenant, at all times during the term of this Lease Agreement, shall have access to the Leased Premises in order to install, operate, and maintain its wireless internet receiver and related equipment. The Tenant shall request access to the Water Tower twenty-four (24) hours in advance, and the City's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for the Tenant to have access to the Water Tower at some time other than the normal working hours of the City, the City may charge the Tenant for whatever expense, including employees' wages, that the City may incur in providing such access to the Tenant.

6. **Additional Maintenance Expenses.** Upon notice from the City, the Tenant shall promptly pay to the City any additional City expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Water Tower, which is made necessary by the Tenant's occupancy of the Leased Premises.

7. **Advances in Technology.** As technology advances and improved receivers are developed which are routinely used in the Tenant's business, the City may require, in its sole discretion, the replacement of existing receivers with the improved receivers if the new receivers are more aesthetically pleasing or otherwise foster a public purpose, as long as the installation and use of the improved receivers are practical and technically feasible at this location.

8. **Insurance and Indemnification.**

(a) The Tenant shall, during the term of this Lease Agreement, maintain property damage insurance coverage on all personal property and fixtures owned by the Tenant. The Tenant acknowledges that the City is not responsible for insuring against the loss of the Tenant's equipment improvements. The Tenant shall also maintain single limit or combined limit general liability insurance policy of an amount not less than one-million dollars (\$1,000,000) individual and two-million (\$2,000,000) aggregate for property damage arising from one occurrence or for bodily or personal injuries or death or damages arising from one occurrence.

(b) The Tenant shall hold the City and its agents, officers, employees, elected officials, contractors, heirs, and assignees harmless from and indemnify the City against any and all liability, damage, loss and expense (including attorneys fees) for damages to persons or property arising or resulting from the acts or omissions or caused by the Tenant or the Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the Leased Premises, the Water Tower or the adjacent areas, including all common areas.

9. **Damage or Destruction.** If the Leased Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, the City shall have the option to repair or replace the Leased Premises at its sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event the City terminates this Lease, neither the Tenant nor the City shall have any further obligations hereunder. If the City elects to repair or replace the Leased Premises, until such repair or replacement is completed so that the Tenant can resume full operations, the Tenant's rental hereunder shall abate until the Leased Premises are restored to a condition that the Tenant can resume full operations.

10. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by the City or Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the wireless internet services.

(iii) by the City, upon 120 day's prior written notice to the Tenant if the City decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant and/or removal and/or discontinued use of the Water Tower for all purposes;

(v) by the City if it determines that the Water Tower is structurally unsound, including, but not limited to, consideration of age of the Water Tower, damage or destruction of all or part of the Water Tower on the Leased Premises from any source, or factors relating to condition of the Leased Premises;

(vi) by the City if it determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Tenant's wireless receiver(s) or related equipment unreasonably interferes with another user with a higher priority; or

(vii) by the City if it determines that the Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the City Council

(b) Notice of Termination. The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease Agreement prior to said termination date shall be retained by The City.

(c) Site Restoration. If this Lease is terminated or not renewed, the Tenant shall have 60 days from the termination or expiration date to remove its wireless receivers and related equipment from the Leased Premises, repair the site and restore the surface of the Water Tower. If the Tenant's wireless receivers and related equipment are not removed to the reasonable satisfaction of the City, they shall be deemed abandoned and become the property of the City and the Tenant shall have no further rights thereto.

11. **Tenant Interference.**

(a) With Water Tower. The Tenant shall not interfere with the City's use of the Water Tower and agrees to cease all such actions which unreasonably and materially interfere with the City's use thereof no later than three business days after receipt of written notice of the interference from the City. If the Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With Higher Priority Users. If the Tenant's wireless receivers or related equipment cause impermissible interference with higher priority users as set forth in Subparagraph 5(a) above or with pre-existing tenants, the Tenant shall take any action necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving the City's written notice of same, the Tenant shall immediately cease operating its wireless receivers or related equipment and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after the Tenant received the City's written notice, the City may at its option terminate this Lease immediately.

(c) Interference Study - New Occupants. Upon written notice by the City that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide the City, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. The City may then have an independent, registered professional engineer of the City's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to the Tenant. The City shall require the new applicant to pay for such interference studies, unless the City or other higher priority user requests the use. In that event, the Tenant and all other tenants occupying the Leased Premises Area shall pay for the necessary interference studies, pro rata.

(d) Interference - New Occupants. The City agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to the Tenant, if such party's use is reasonably anticipated to interfere with the Tenant's operation of its Antenna Facilities. The City agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with the Tenant's Antenna Facilities. The City agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to the Tenant to provide the Tenant these same assurances against interference.

12. **Assignment.** This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the City, such consent not to be unreasonably withheld.

13. **Miscellaneous Provisions.**

(a) The City warrants that it has full right, power, and authority to execute this agreement. The City covenants that the Tenant, in return for paying rent and complying with the terms of this Lease Agreement, shall and may peacefully and quietly have, hold, and enjoy the leased property.

(b) The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

(c) This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements ~~including, but not limited to the Tri-County Lease agreement dated May 31, 2005 and the Tri-County service Agreement dated-~~

(d) This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.

(e) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.

(f) If any term or provision of this Lease Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease Agreement, and the remaining provision shall be enforceable in accordance with their terms.

(i) This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(j) If the Tenant does not promptly vacate the premises at the end of the Lease term, such holding over shall be treated as creating a month to month tenancy.

**IN WITNESS WHEREOF**, the parties have executed this Lease agreement as of the day and year first written above.

**CITY OF SWARTZ CREEK**

**TRI-COUNTY WIRELESS INC.**

By: \_\_\_\_\_  
**David Krueger, Mayor**

By: \_\_\_\_\_  
**Its:**

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

By: \_\_\_\_\_  
**Its:**

Approved as to Form:  
Richard J. Figura, City Attorney

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday February 11, 2013 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 2/11/2013**

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, Peggy Mattson, Richard Mattson, Ron Schultz, Jim Florence, Steven Shumaker, Lou Fleury.

**APPROVAL OF MINUTES**

**Resolution No. 130211-01**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held Monday, January 28, 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. 130211-02**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of February 11, 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. 130211-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of February 11, 2013, to be circulated and placed on file.

Discussion Took Place.

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:**

None.

**COUNCIL BUSINESS:**

**2014-2017 TIP Applications**

**Resolution No. 130211-04**

**(Carried)**

Motion by Mayor Pro-Tem Abrams  
Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek is a Local Governmental Unit and recognized Street Authority eligible to receive funding from the Michigan Department of Transportation and the Federal Highway Administration; and,

**WHEREAS**, the City of Swartz Creek is a member of the Genesee County Metropolitan Planning Alliance, an urban transportation planning cooperative charged with allocating funds to eligible street authorities in Genesee County; and

**WHEREAS**, the City of Swartz Creek has identified a need to make repairs and improvements to a number of streets in its Major Street System and has considered the making of such repairs and improvements in open session following the review of documents and the hearing of comments on the need from the city's engineer, staff and from the public, and desires to submit applications for such repairs and

improvements to the Genesee County Metropolitan Alliance Traffic Improvement Program; and

**WHEREAS**, the Genesee County Transportation Surface Management Committee will be creating a Traffic Improvement Program schedule to be recommended to the Technical Advisory Committee that ranks projects throughout the County, inclusive of projects submitted by the City; and

**WHEREAS**, after review, the City has determined that the following streets in its Major Street category are in need of, and meet, the criteria for repair:

1. Resurfacing of Bristol Road from the eastern GM entrance to Miller Road
2. Resurfacing of Fairchild Street, Cappy Lane, Worchester Drive and Winston Drive from Miller Road to Miller Road
3. Concrete pavement repairs on Miller Road from Elms Road to Tallmadge Court
4. Resurfacing of Miller Road from Morrish Road to Elms Road
5. Resurfacing of Miller Road from Seymour Road to Morrish Road
6. Resurfacing of Miller Road from Tallmadge Court to Dye Road

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Swartz Creek submit applications for the repair of the following streets to the Genesee County Metropolitan Planning Organization:

1. Resurfacing of Bristol Road from the eastern GM entrance to Miller Road
2. Resurfacing of Fairchild Street, Cappy Lane, Worchester Drive and Winston Drive from Miller Road to Miller Road
3. Concrete pavement repairs on Miller Road from Elms Road to Tallmadge Court
4. Resurfacing of Miller Road from Morrish Road to Elms Road
5. Resurfacing of Miller Road from Seymour Road to Morrish Road
6. Resurfacing of Miller Road from Tallmadge Court to Dye Road

**BE IT FURTHER RESOLVED**, that the City designate source funding for all construction local match, Design Engineering and Construction Engineering fees from Major Streets Fund 202, and further, direct the City Staff to create the necessary project additions and cost centers to the City's accounting system.

Discussion Took Place.

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

**Appropriation, Engineering Fees, 2014-2017 TIP Application Preparation**

**Resolution No. 130211-05**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$4,316 to Rowe Professional Services Inc., for engineering fees associated with the preparation of street repair funding applications for the 2014-2017 TIP Program, funds to be appropriated from 202 Major Streets.

YES: Porath, Shumaker, Abrams, Gilbert, Hicks, Hurt, Krueger.  
NO: None. Motion declared carried.

**MI-DEQ Scrap Tire Grant**

**(Discussion)**

City Manager Bueche spoke about fixing parking lots and such by means of using a 50/50 grant from the MI-DEQ. City Engineer Lou Fleury gave a brief background on the grant.

**MEETING OPENED TO THE PUBLIC:**

None.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Porath asked Lou Fleury if there was a yearly limit on the amount of the MI-DEQ tire grant.

Councilmember Shumaker thanked the City Council, Administration and the Mayor for use of the City Hall for the Sportsmen's Club Meeting. Mr. Shumaker spoke about attending the chili dinner that raised money for the Cops in the Park Program. Mr. Shumaker stated that Officer Szmansky did a great job with Public Relations for the program. Mr. Shumaker spoke about the Historical Society meetings that occur once a month in the Council Chambers.

Councilmember Hicks advised that the Women's Club made \$1000 from the chili dinner to donate towards Cops in the Park.

Mayor Pro-Tem Abrams spoke about attendees of the chili dinner making Valentines for the Veterans, which he and Mrs. Abrams delivered to the Veterans Hospital in Saginaw. Mr. Abrams stated that he is very proud of the Women's Club for all that they do.

Mayor Krueger spoke about running into former Councilmember Binder, who mentioned that she would like to see more updates about the Veterans Memorial from Councilmembers who are on the Veterans Memorial Committee. Councilmember Shumaker stated that he will provide more updates in the future.

**Adjournment**

**Resolution No. 130211-06**

**(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 8:15 p.m.

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

**David A. Krueger, Mayor**

**Juanita Aguilar, City Clerk**

DATE: FEBRUARY 18, 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:
  
- II. APPROVAL OF MINUTES
  - A. JANUARY 21, 2013 MEETING:
  
- III. CORRESPONDENCE:
  - A. JANUARY INCIDENT SUMMARY REPORT:
  
- IV. PROFESSIONAL SERVICE REPORTS:
  - A. JANUARY 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)
    - 1. Policy 108 update. Attached is a version indicating the revisions and a copy without indications.
  
  - 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

- VI. OLD BUSINESS:
  - A. APPARATUS UPDATE from Battalion Chief Jack King-
    - 1. Apparatus status report attached
  
  - B.
  
- VII. NEW BUSINESS:
  - A. MEMBERS FOR PLACEMENT ON PROBATION: none.
  - B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none.
  - C. MEMBERS RESIGNING/TERMINATING:
    - 1. Chad Thornton, originally hired August 16, 2010, submitted his resignation effective February 4, 2013.  
**Chief Cole recommends accepting Chad Thornton's resignation, effective February 4, 2010, with regrets.**
  
  - D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none.
  - E. DEPARTMENT EVALUATION: 5-YEAR ASSESSMENT: from Rich Tesner
  
  - F. POSI-CHECK SCBA ANNUAL RE-CALIBRATION: NFPA requires all SCBA be tested annual. The Posi-Check machine requires annual re-calibration in order to perform this. \$575.00 is the amount that was budgeted for.  
**Chief Cole requests permission to proceed with re-calibration of the Posi-Check testing equipment for SCBA in the amount of \$600.00 plus shipping.**
  
  - G.
  
- VIII. GENERAL INFORMATION:
  - A. MUNICIPAL BILLINGS for JANUARY
  - B. JANUARY BILLS LIST
  - C. Flowers fund balance \$40.00
  - D. Capital Improvement Fund Program (CIFP) account balance as of 01/31/13: \$93,631.57.
  - E. SOG updates that include revision copy and corrected copy.
    - 1. 201, Post Incident Analysis update, 201 clean
    - 2. 203, Parade/Activity Guidelines update, 203 clean



3. 206, Designated Tobacco Usage update, 206 clean
4. 302, Personal Protective Equipment Usage update, 302 clean
5. 304, Safety Program update, 302 clean
6. 306, Bloodborne Pathogens Guideline (only updated the word "Bloodborne")
7. 403, Fire Fighter Orientation update, 403 clean
8. 415, Apparatus Rider Responsibilities update, 415 clean
9. 421, Weapons update, 421 clean
10. 509, Fire Cause/Origin Investigation update, 509 clean
11. 609, Radio Communications update, 609 clean
12. 610 has been deleted and is now unassigned
13. SOG table of contents update, table of contents clean

F. Annual Inventory

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

JANUARY 21, 2013

## SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, January 21, 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, Rick Clolinger
- Clayton Representative, Richard Derby

#### Board Members Absent:

- City Representative, Ray Thornton

#### Staff Present:

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

Staff Absent: None

#### Others Present:

- Jack King, Batt. Chief
- James Bowers, Firefighter
- Jeff Kelley, Firefighter

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

- **Resolution 012113-01**

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby add V.B. to the agenda and approve the agenda, as amended.

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

NO: None

Motion declared carried

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

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

#### **A. DECEMBER 17, 2012 BOARD MEETING**

- **Resolution 012113-02**

Motion by Dave Hurt

Second by Boots Abrams

The SCAFD Board does hereby approve the minutes of December 17, 2012 board meeting, as presented.

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

NO: None

Motion declared carried

### **III. CORRESPONDENCE:**

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

- **Resolution 012113-03**

Motion by Rick Derby

Second by Rick Clolinger

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

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

NO: None

Motion declared carried

**IV. PROFESSIONAL SERVICE REPORTS:****A. DECEMBER FINANCIAL STATEMENT:**

- **Resolution 012113-04**

Motion by Rick Derby  
Second by Boots Abrams

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

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

**B. 2012 LINE ITEM TRANSFERS:**

- **Resolution 012113-05**

Motion by Boots Abrams  
Second by Dave Hurt

The SCAFD Board does hereby approve the 2012 line item transfers, as presented

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

**C. ADJUSTED DECEMBER FINANCIAL STATEMENT:**

- **Resolution 012113-06**

Motion by Dave Hurt  
Second by Rick Derby

The SCAFD Board does hereby approve the December 2012 adjusted financial statement, as presented.

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

**V. COMMITTEE REPORTS:**

A. *BY-LAWS COMMITTEE MEETING: NONE*

B. *HEALTH & SAFETY COMMITTEE: Report given by R. Tesner  
Chief Cole to bring revised policy #108 to next meeting*

C. *PERSONNEL COMMITTEE: NONE*

D. *FIRE AGREEMENT COMPLIANCY COMMITTEE: NONE*

E. *APPARATUS PURCHASE COMMITTEE: Report given by M. Messer*

- **Resolution 012113-07**

Motion by Dave Hurt  
Second by Boots Abrams

The SCAFD Board does hereby direct the Chief to seek estimated costs, from multiple vendors, to gain a price range for new apparatus. The estimated costs will be used as a guide for further action on the purchase of new apparatus.

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

**VI. OLD BUSINESS****A. APPARATUS UPDATE:**

1. *Monthly report from Batt. Chief King*

**VII. NEW BUSINESS**

A. *MEMBER(S) TO BE PLACED ON PROBATION: NONE*

B. *MEMBER TO COME OFF PROBATION: NONE*

C. *MEMBERS RESIGNING/TERMINATING: NONE*

D. *MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE*

**VIII. GENERAL INFORMATION**

A. *MUNICIPAL BILLINGS*

B. *DECEMBER BILLS LIST*

C. *FLOWERS FUND BALANCE IS \$40.00*

D. *CAPITAL IMPROVEMENT FUND PROGRAM BALANCE: \$93,615.70*

E. *THANK YOU FROM FLINT TWP. FIRE DEPT.*

**IX. OPEN TO THE PUBLIC:**

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

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

**XII. COMMENTS OF THE FIREBOARD:**

Tesner:

Thank you to those who attended the health & safety committee meeting

Derby: None

Clolinger: B. Chief King did a nice job on the Miller Rd house fire.  
Mutual Aid departments also did a nice job

Hurt: Also, thanked those who attended the apparatus purchase meeting

Abrams: None

Messer: Also, thanked those who attended the apparatus purchase meeting  
Dept. did nice job on Miller Rd. house fire

**XIII. ADJOURNMENT OF MEETING:**

Meeting adjourned at 7:36 p.m. The next regular meeting will be 02/18/13 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 01/01/2013 through 01/31/2013

Printed: 02/13/2013

Inc. No. - Exp. Location Involved Name	Date	Disp. Time	Sta. Incident Type Owner Name	Prop & Cont Value	No. Resp Prop & Cont Loss Officer in Charge	Disp. to Enrte. Min. Resp. Min. Savings	Total Hr:Min:Sec
0000001-000 10036 W Stanley RD	01/01/2013	18:57	12 111 AMA to Flushing (Chimney Fire)	\$0	15 \$0	0.00 14.00 \$0	1:52:00
0000002-000 8491 Lennon RD MRS MARY COOK	01/03/2013	00:15	1 114 Chimney Thermostat Malfunction MRS MARY COOK	\$0	10 \$0 KING, JACK L - BATT CHIEF	8.00 13.00 \$0	0:33:00
0000003-000 3077 Courtz Isle	01/04/2013	06:32	12 111 MA to Flint Township	\$0	18 \$0 TABIT, STEPHEN D - CAPTAIN/EM	8.00 14.00 \$0	2:48:00
0000004-000 9105 Beecher RD MR Husaki	01/07/2013	17:24	2 743 Smoke detector activation, food MR Husaki	\$0	17 \$0 PLUMB, DAVID J - CAPTAIN/EM	0.00 10.00 \$0	0:26:00
0000005-000 5262 Chickasaw TRL	01/14/2013	04:47	12 111 AMA to Flushing	\$0	13 \$0	0.00 28.00 \$0	3:33:00
0000006-000 8218 Miller RD MR Bruce Jewell	01/16/2013	08:33	1 111 Residential structure fire MR Kevin Burch	\$130,000	18 \$130,000 KING, JACK L - BATT CHIEF	0.00 8.00 \$0	5:42:00
0000007-000 625 S Seymour RD	01/17/2013	21:22	12 114 AMA to Flushing	\$0	23 \$0	0.00 11.00 \$0	0:38:00
0000008-000 In front of 5125 McClain ST	01/20/2013	00:35	1 444 Power line down	\$0	16 \$0 KING, JACK L - BATT CHIEF	0.00 7.00 \$0	1:00:00
0000009-000 9319 Beecher RD MRS Mary Jane Phillips	01/20/2013	04:42	2 111 Potential structure; power surge MRS Mary Jane Phillips	\$0	14 \$10 COLE, BRENT D - CHIEF	0.00 9.00 \$-10	1:00:00
0000010-000 3080 S Duffield RD Tim	01/20/2013	17:47	1 111 Laundry elec arcing (structure)	\$0	22 \$200 COLE, BRENT D - CHIEF	0.00 11.00 \$-200	0:48:00
0000011-000 9188 Jill Marie ST Catheryn Arnold	01/22/2013	03:04	1 700 Smoke detector malfunction Catheryn Arnold	\$0	15 \$0 KING, JACK L - BATT CHIEF	9.00 11.00 \$0	0:30:00
0000012-000 10454 W Stanley RD	01/22/2013	05:26	12 111 AMA to Flushing	\$0	13 \$0	0.00 15.00 \$0	0:29:00
0000013-000 8116 S Nichols RD	01/25/2013	13:58	12 111 AMA to Gaines Township	\$0	17 \$0 TABIT, STEPHEN D - CAPTAIN/EM	9.00 17.00 \$0	1:51:00

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

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Owner Name	Prop & Cont Value	No. Resp	Disp. to Enrte. Min.	Resp. Min. Savings	Total Hr:Min:Sec	
0000014-000 11424 Corunna RD Nikki	01/26/2013	19:55	2 743	Smk dtctr = Cooking		\$0	15	0.00	6.00	0:14:00	
							\$0		\$0		
							MERRIAM, ERIC M - ASSISTANT				
0000015-000 Directions W Interstate 69; Miller	01/27/2013	14:03	1 621	Wring lctn, Flnt Twp car fire out		\$0	15	8.00	10.00	0:25:00	
							\$0		\$0		
							KING, JACK L - BATT CHIEF				
0000016-000 Sheridan and Beecher MR Kevin Forcier	01/29/2013	02:52	12 352	Extrication of victim(s) from	MR Kevin Forcier	\$0	19	0.00	14.00	1:38:00	
							\$0		\$0		
							COLE, BRENT D - CHIEF				
0000017-000 515 Cynthia DR	01/30/2013	14:46	12 111	AMA to Flushing		\$0	11	8.00	13.00	1:39:00	
							\$0		\$0		
							Fitzpatrick, Robert M - SERGEANT				
							Incidents by Shift Including Exposures				
	No. Resp.	Total Hr:Min	Prop & Cont Value	Prop & Cont Loss	Savings		0	1	2	3	4
<b>Totals:</b>	271	25:06:00	\$130,000	\$130,210	\$-210		0	3	6	8	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 One Month Ending January 31, 2013

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
<b>Revenues</b>						
3582	OPERATING CONTRIBUTIONS	96,760.00	96,760.00	262,520.00	165,760.00	(0.37)
3583	EQUIPMENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
3628	MISC. INCOME (SUNDRY)	5.00	5.00	0.00	(5.00)	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	20.48	20.48	120.00	99.52	(0.17)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	<b>Total Revenues</b>	<b>96,785.48</b>	<b>96,785.48</b>	<b>262,640.00</b>	<b>165,854.52</b>	<b>(0.37)</b>
<b>Expenses</b>						
4703	SOCIAL SECURITY	180.77	180.77	10,900.00	10,719.23	0.02
4704	STAFF SALARIES	2,392.00	2,392.00	45,700.00	43,308.00	0.05
4705	MAIN/TRAIN-SALARIES	0.00	0.00	11,100.00	11,100.00	0.00
4706	OFFICER SALARIES	0.00	0.00	15,500.00	15,500.00	0.00
4707	FIREFIGHTERS SALARY	0.00	0.00	69,000.00	69,000.00	0.00
4708	DEFERRED COMPENSATION	0.00	0.00	3,200.00	3,200.00	0.00
4709	MEDICAL-FIREFIGHTERS	86.00	86.00	4,500.00	4,414.00	0.02
4710	UNEMPLOYMENT PAYMENTS	0.00	0.00	2,000.00	2,000.00	0.00
4727	OFFICE SUPPLIES	0.00	0.00	1,000.00	1,000.00	0.00
4728	BUILDING SUPPLIES	0.00	0.00	700.00	700.00	0.00
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	130.41	130.41	7,000.00	6,869.59	0.02
4801	CONTRACT SERVICES	0.00	0.00	6,800.00	6,800.00	0.00
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	353.91	353.91	3,200.00	2,846.09	0.11
4910	INSURANCE	12,942.00	12,942.00	23,200.00	10,258.00	0.56
4920	UTILITIES	(40.51)	(40.51)	15,000.00	15,040.51	(0.00)
4960	EDUCATION & TRAINING	330.00	330.00	6,500.00	6,170.00	0.05
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	94.05	94.05	19,100.00	19,005.95	0.00
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	400.00	400.00	700.00	300.00	0.57
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	<b>Total Expenses</b>	<b>16,868.63</b>	<b>16,868.63</b>	<b>262,640.00</b>	<b>245,771.37</b>	<b>0.06</b>
	Net Income/<Loss>	79,916.85	79,916.85	0.00		
3400	FUND BALANCE-Beginning of Year	0.00	124,728.50	0.00		
	<b>Fund Balance-End of Year</b>	<b>79,916.85</b>	<b>204,645.35</b>	<b>0.00</b>		

POLICY: # 108  
ADOPTED: 10/24/1993  
REVIEWED/REVISED: 10/96, 06/03/97, 11/17/97, 01/17/13  
SUBJECT: HEALTH AND SAFETY COMMITTEE

1. *The Swartz Creek Area Fire Department shall appoint a Health and Safety Committee consisting of the following members:*
  - A. Fire Chief
  - B. Safety Officer
  - C. Swartz Creek Area Fire Board Chairperson, ex-officio member
  - D. One Swartz Creek Area Fire Board Member, **at the discretion of the Fireboard**
  - E. Two Swartz Creek Area Firefighters Association Members
  - ~~F. One designee from Swartz Creek City Council~~
  - ~~G. One designee from Clayton Township Board of Trustees~~
  - F. Swartz Creek Area Fire Board Attorney (only if needed for clarification by the Fire Chief)**
  - G. Training Officer**
  
2. *The Health and Safety Committee shall be responsible for:*
  - A. Review and Revise department Health and Safety Program
  - B. Review and Revise Risk Management Plan
  - C. Investigate any department accidents
  - D. Recommend corrective actions pertaining to accidents
  - E. Meet-as often as recommended by the Fire Chief
  - F. Review all department policies and guidelines a minimum of every three (3) years

POLICY: # 108  
ADOPTED: 10/24/1993  
REVIEWED/REVISED: 10/96, 06/03/97, 11/17/97, 01/17/13  
SUBJECT: HEALTH AND SAFETY COMMITTEE

1. *The Swartz Creek Area Fire Department shall appoint a Health and Safety Committee consisting of the following members:*
  - A. Fire Chief
  - B. Safety Officer
  - C. Swartz Creek Area Fire Board Chairperson, ex-officio member
  - D. One Swartz Creek Area Fire Board Member, at the discretion of the Fireboard
  - E. Two Swartz Creek Area Firefighters Association Members
  - F. Swartz Creek Area Fire Board Attorney (only if needed for clarification by the Fire Chief)
  - G. Training Officer
  
2. *The Health and Safety Committee shall be responsible for:*
  - A. Review and Revise department Health and Safety Program
  - B. Review and Revise Risk Management Plan
  - C. Investigate any department accidents
  - D. Recommend corrective actions pertaining to accidents
  - E. Meet-as often as recommended by the Fire Chief
  - F. Review all department policies and guidelines a minimum of every three (3) years

# DRAFT

2012-January-24: Bueche  
2012-March-15: Bueche, per K. Tucker  
2013-January: Bueche, Dates & Positions Changed

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

---

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Swartz Creek, a Michigan municipal corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City") and the Charter Township of Clayton ("Township"), a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 ("Township").

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

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

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

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

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

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

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

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

# DRAFT

2012-January-24: Bueche  
2012-March-15: Bueche, per K. Tucker  
2013-January: Bueche, Dates & Positions Changed

## 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 know 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.

# DRAFT

*2012-January-24: Bueche*

*2012-March-15: Bueche, per K. Tucker*

*2013-January: Bueche, Dates & Positions Changed*

- 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 the Swartz Creek Area Fire Authority and who shall serve at the pleasure of the Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The appointment or termination of the Fire Chief by the Board may be overruled by a majority vote of both the township board and the city council, but such votes must occur within sixty (60) days. The Fire Chief shall be responsible for hiring, managing and firing all personnel of the Authority, none of whom shall be full time employees. The Fire Chief's authority to hire employees is limited to a fixed number of employees as determined at the time that the budget is adopted.
- 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, Utilities, Maintenance, Repairs.**

- 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



# DRAFT

*2012-January-24: Bueche*

*2012-March-15: Bueche, per K. Tucker*

*2013-January: Bueche, Dates & Positions Changed*

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) With the exception of snow/ice removal and lawn cutting services, the Authority shall be responsible for the payment of utilities, routine maintenance and routine repairs for the designated fire halls during the effective period of this Agreement. Snow/ice removal and lawn cutting services shall be the responsibility of the individual municipality.
- 4) Except for routine 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.

# DRAFT

*2012-January-24: Bueche*

*2012-March-15: Bueche, per K. Tucker*

*2013-January: Bueche, Dates & Positions Changed*

- 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 15<sup>th</sup> of each year.

## **9. Additional Assets.**

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

## **10. Insurance.**

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

## **11. Services to Other Governmental Units.**

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

# DRAFT

*2012-January-24: Bueche*

*2012-March-15: Bueche, per K. Tucker*

*2013-January: Bueche, Dates & Positions Changed*

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

## **12. Books and Records; Annual Audit.**

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

## **13. Fiscal Year; Budget.**

- A. The fiscal year of the Authority shall be from January 1 through December 31.
- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the Authority Board no later than October 1.
- C. The Authority Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the Authority for its use. Once the final budget is approved, such sums as each party are required to contribute shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. The Authority shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single fiscal 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.

# DRAFT

2012-January-24: Bueche  
2012-March-15: Bueche, per K. Tucker  
2013-January: Bueche, Dates & Positions Changed

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.

### PREVIOUS CONTRACT LANGUAGE *(The City Desires to Leave the Language Unchanged):*

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.

### TOWNSHIP POSITION:

**KENNETH R. TUCKER • Attorney at Law**  
2349 Stone Bridge Drive • Building G • Flint, Mich

- 6. Page 7, paragraph 14 the Clayton Township Board is requesting that the entire paragraph as written in red be stricken. The Clayton Township Board desires to eliminate the requirement for the Capital Improvement Fund. I would suggest paragraph 14 be replaced with the language "Each entity shall maintain and manage a separate Fire Fund."

Because of the request by the Clayton Township Board to eliminate the Capital Improvement Fund, it is necessary to address the monies currently in the fund. I believe there are two options for the fund balance. The first would be to refund one-half the balance of the fund at a specific date close to the effective date of the new agreement. The second would be to leave the money in the Capital Improvement Fund until the end of the year. Please kindly inform me of your position so I may relate it to the Clayton Township Board members.

## 15. Costs of Fire Runs; Labor Costs.

# DRAFT

2012-January-24: Bueche

2012-March-15: Bueche, per K. Tucker

2013-January: Bueche, Dates & Positions Changed

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 \_\_\_\_\_, 2013. The term of this Agreement shall be a period of two years from and after said date through March 31, 2015. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 16, below, are completed.

## 17. Termination.

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

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

## 18. Negotiated Assignment.

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

# DRAFT

2012-January-24: Bueche  
2012-March-15: Bueche, per K. Tucker  
2013-January: Bueche, Dates & Positions Changed

## 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.

# DRAFT

2012-January-24: Bueche  
2012-March-15: Bueche, per K. Tucker  
2013-January: Bueche, Dates & Positions Changed

## TOWNSHIP OF CLAYTON

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
**Christopher Gehringer**, Supervisor

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
**Dennis Milem**, Township Clerk

## CITY OF SWARTZ CREEK

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
**David Krueger**, Mayor

Dated: \_\_\_\_\_, 2013

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

AS OF: February 14, 2013  
 TO: Swartz Creek Area Fire Authority  
 RECORDED BY: Fire Chief Brent Cole  
 SUBJECT: Current Apparatus Readiness Status

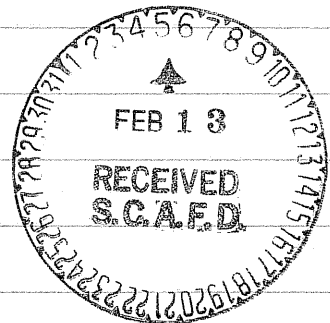
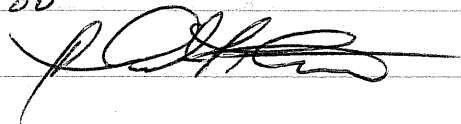
Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service. <b>Feb. 2:</b> The roof ventilation saw was damaged during roof operations. A bolt that secures the depth gauge came out causing the blade to cut into the guard. Flushing FD volunteered to try and fix the guard. The chain also broke. Capt. Tabit is investigating repair or replacement options. The saw from E12 was placed on E11. <b>Feb. 11:</b> Advised by BC King the none ventilation chainsaw is leaking fuel. To be taken in for repair. <b>Feb. 14:</b> BC King reported all chainsaws are back in service. Broken Bullet chain being sent back for evaluation.
12	91 Pumper	Station 1	In service. <b>Jan. 23:</b> The front and rear pump packing was leaking. Adjustments were made by BC King and FF Wistuba. Currently it is not leaking. However, if the leaking starts again, a vendor will have to be contacted for repair.
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. <b>Feb. 2:</b> After filling the tank at station 1, out of the hydrant, and back at station 2, it was discovered the screen on the right side was partially displaced into the fill piping. It was believed to be a rock from the hydrant had caused it. <b>Feb. 3:</b> After responding mutual aid to the City of Flint, AC Merriam drained the tank to determine if a rock was in the tank. Nothing was found. <b>Feb. 7:</b> It was determined the fitting with the displaced screen can not be fixed, so another one is being ordered for replacement.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.



To The Sisseton Creek Area Fire Department And Chief Cole.

I am writing this letter to inform you that  
AS of Feb. 4 2013, I am, with great Regret tendering  
my RESIGNATION. Due to DRASTIC Changes in my  
personal and professional life I will not Be Able  
TO focus The Attention Needed to Be A useful  
Member of SCAFD. I thank you for The opportunity  
TO be A member of your Brotherhood and I  
Will Always Remember and Appreciate The opportunities  
and experiences offered to me

Thankyou



**SWARTZ CREEK AREA FIRE DEPARTMENT**

8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

**INVOICE**

Invoice Number: 021113  
 Invoice Date: Feb 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		2/28/13

Quantity	Item	Description	Unit Price	Amount
320.13	FIRE02	FIRE SERVICE 01/2013	12.98	4,155.74

Subtotal	4,155.74
Sales Tax	
Total Invoice Amount	4,155.74
Payment/Credit Applied	
<b>TOTAL</b>	<b>4,155.74</b>

Check/Credit Memo No:

**SWARTZ CREEK AREA FIRE DEPARTMENT**

8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

**INVOICE**

Invoice Number: 021114  
 Invoice Date: Feb 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		2/28/13

Quantity	Item	Description	Unit Price	Amount
268.38	FIRE02	FIRE SERVICE 01/2013	12.98	3,482.60

Subtotal	3,482.60
Sales Tax	
Total Invoice Amount	3,482.60
Payment/Credit Applied	
<b>TOTAL</b>	<b>3,482.60</b>

Check/Credit Memo No:

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

					31-Jan-13
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
1/7/2013	16258	BUSINESS MICRO RESOURCE	\$400.00	4988	FIRETOOLS UPDATE
1/7/2013	16259	SCAFA	\$363.00	22024	ASSOC. DUES
1/7/2013	16260	FOC	\$17.24	22026	FOC
1/7/2013	16261	GENESEE CO ASSOC FIRE CHIEFS	\$245.00	4960	MEMBERSHIP
1/7/2013	16262	ICMA	\$496.13	22023	DF COMP EE PORTION
		(INTERNTL CITY/COUNTY MGT ASSOC.)	\$229.25	4708	DF COMP ER PORTION
1/7/2013	16263	MI ASSOC OF FIRE CHIEFS	\$85.00	4960	MEMBERSHIP
1/7/2013	16264	MCLAREN	\$86.00	4709	PHYSICAL
1/7/2013	16265	PETER SHEK	\$2.81	22027	GARNISHMENT
1/7/2013	16266	STATE OF MICHIGAN	\$368.15	22022	12/12 STATE TAX
1/7/2013	16267	STEVENSON COMPANY	\$12,942.00	4910	FLEET INSURANCE
1/21/2013	16268	CITY OF SWARTZ CREEK	\$890.38	4920	UTILITIES STA 1
1/21/2013	16269	COMCAST	\$181.80	4850	PHONE STA 1
1/21/2013	16270	CONSUMERS ENERGY	\$644.64	4920	UTILITIES STA 2
1/21/2013	16271	ICMA	\$70.00	22023	DF COMP EE PORTION
1/21/2013	16272	VALLEY PETROLEUM	\$157.90	4741	FUEL
1/21/2013	16273	VISA	\$107.92	4850	CELL PHONE S-16
			\$379.92	4970	PRINTERS
			\$142.56	4741	SMALL TOOLS
1/28/2013	16274	CHARTER	\$64.19	4850	PHONE STA 2
1/28/2013	16275	LOWES	\$94.05	4978	BATTERIES E-11
1/28/2013	16276	UNEMPLOYMENT AGENCY	\$2,588.20	4710	UNEMPLOYMENT EXPENSE
			(\$368.15)	22022	12/12 STATE TAX
			\$2,235.23	22021	01/13 SOC SEC
			\$332.42	22022	01/13 STATE TAX PAYABLE
			\$5,897.49	1002	01/07 PAYROLL
			\$1,088.16	1002	01/23 PAYROLL
		ACCRUALS			
			(\$8,158.96)		12/12 PAYROLL
			(\$40.51)		12/12 SEWER
			(\$522.48)		12/12 VISA
			(\$644.64)		12/12 CONSUMERS
			(\$890.38)		12/12 STA 1 UTILITIES
			(\$27.49)		12/12 PETTY CASH
			(\$2,588.20)		2012 UNEMPLOYMENT EXPENSE
		TOTAL	\$16,868.63		

VOID CHECKS:

GUIDELINE: #201

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 01/18/13

SUBJECT: ADMINISTRATIVE GUIDELINES: Post Incident Analysis

PURPOSE: To establish guidelines for conducting a Post Incident Analysis ~~of each incident~~

OBJECTIVE: To provide a uniform manner in which to conduct a Post Incident Analysis

1. The SCAFD will conduct a Post Incident Analysis for the following incidents:
  - A. All major emergency incidents
  - B. Any incident deemed necessary by a Chief Officer
  - C. Any incident request by a firefighter/officer
2. Objectives of the Post Incident Analysis will be to review:
  - A. The strategies and tactics utilized
  - B. The safety of the operations and our personnel
  - C. The functioning of our incident command system
3. For purposes of standardization and systematic review, we shall adhere to the following:
  - A. Drawings shall be made of the overall incident scene and the specific structure, etc., involved in the operation. The drawings may be on a flip chart, blackboard, or individual sheets of paper, but in all cases all members involved in the analysis shall have access to the drawings.
  - B. The Incident Commander shall review his/her strategies for the incident.
  - C. The Incident Commander shall review his/her tactical decisions for mitigating the incident.
  - D. If an outside investigator was utilized his/her findings shall be reviewed.
  - E. Comments may also be offered by the safety officer, fire ground officers (staging, water supply, suppression, etc.), firefighters, and radio operators regarding the incident.
  - F. After the review steps listed above are completed, the Incident Commander shall open up the analysis to questions and comments from all attending department personnel.
4. Any suggestions for improvement of SCAFD emergency scene Guidelines arising from the post incident analysis will be forwarded to the command officers for review and any action deemed necessary.
5. Personnel participating in the post incident analysis are reminded the discussions, drawings, videos, conclusions, etc., are intended to help the department improve operations. Comments and conclusions are for the department's internal uses and dissemination ***outside the department*** is discouraged.

SOG201

01/13

Page 1/1

GUIDELINE: #201

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 01/18/13

SUBJECT: ADMINISTRATIVE GUIDELINES: Post Incident Analysis

PURPOSE: To establish guidelines for conducting a Post Incident Analysis of each incident

OBJECTIVE: To provide a uniform manner in which to conduct a Post Incident Analysis

1. The SCAFD will conduct a Post Incident Analysis for the following incidents:
  - A. All major emergency incidents
  - B. Any incident deemed necessary by a Chief Officer
  - C. Any incident request by a firefighter/officer
2. Objectives of the Post Incident Analysis will be to review:
  - A. The strategies and tactics utilized
  - B. The safety of the operations and our personnel
  - C. The functioning of our incident command system
3. For purposes of standardization and systematic review, we shall adhere to the following:
  - A. Drawings shall be made of the overall incident scene and the specific structure, etc., involved in the operation. The drawings may be on a flip chart, blackboard, or individual sheets of paper, but in all cases all members involved in the analysis shall have access to the drawings.
  - B. The Incident Commander shall review his/her strategies for the incident.
  - C. The Incident Commander shall review his/her tactical decisions for mitigating the incident.
  - D. If an outside investigator was utilized his/her findings shall be reviewed.
  - E. Comments may also be offered by the safety officer, fire ground officers (staging, water supply, suppression, etc.), firefighters, and radio operators regarding the incident.
  - F. After the review steps listed above are completed, the Incident Commander shall open up the analysis to questions and comments from all attending department personnel.
4. Any suggestions for improvement of SCAFD emergency scene Guidelines arising from the post incident analysis will be forwarded to the command officers for review and any action deemed necessary.
5. Personnel participating in the post incident analysis are reminded the discussions, drawings, videos, conclusions, etc., are intended to help the department improve operations. Comments and conclusions are for the department's internal uses and dissemination outside the department is discouraged.

SOG201

01/13

Page 1/1

GUIDELINE: #203

ADOPTED: October 23, 1988

REVIEWED: 01/17/13

REVISED: 04/10/92; 10/24/93; 09/30/96, 10/07/02, 06/12/202, 01/18/13

SUBJECT: ADMINISTRATIVE GUIDELINES; Parade/Activity Guidelines

PURPOSE: To establish guidelines for the use of department apparatus for parades or other activities

OBJECTIVE: To provide department personnel with specific guidelines for requesting department apparatus and/or equipment for parades or activities

1. The Swartz Creek Area Firefighters Association apparatus (41-57) should participate in parades before other department apparatus. Requests for other apparatus shall be considered.
2. Personnel must submit a verbal request to the Chief prior to the parade/activity stating which apparatus is requested, the date of the parade/activity, and the time frame the apparatus will be out of service, etc.
3. Approval or denial, which will be determined by the Chief, will be based on the ability of the department to provide adequate incident protection without the requested apparatus and the distance from the fire district to the parade/activity location.
4. Parade apparatus will be considered out of service until the apparatus is returned to its respective station. Parade/activity apparatus shall not respond to an alarm as an initial response apparatus. Response to any incident shall be at the discretion of the Incident Commander or a Chief Officer.
5. A minimum of two (2) SCAFD personnel should accompany and operate the parade/activity apparatus, and remain with the apparatus at all times.
6. In addition to SCAFD personnel, only Explorers, may ride the apparatus provided they remain seated and belted at all times the apparatus is in motion.
7. Seat belts shall be worn at all times the apparatus is in motion.
8. Department personnel participating in parades/activities must be in uniform whenever possible or dressed appropriately.
9. Department personnel shall have their personal protective gear on the apparatus while participating in a parade/activity. During the parade, helmets do not have to be worn.
10. Non Firefighting personnel shall be responsible for their own transportation to and from the parade.
11. Any special riding arrangements (Santa Claus, etc.) must be approved by the Chief prior to the parade/activity.
12. When requested for a funeral, the apparatus used will be determined by the Chief and shall respond with a minimum of two (2) department personnel.
13. Driving of department apparatus shall be limited to those individuals who have ***passed the Office of Fire Fighting Training (OFFT) designated Driver's Training Course***, attended the annual SCAFD driver-training course, ~~unless~~ ***and*** approved by the Fire Chief.

SOG203

01/13

Page 1/1

GUIDELINE: #203

ADOPTED: October 23, 1988

REVIEWED: 01/17/13

REVISED: 04/10/92; 10/24/93; 09/30/96, 10/07/02, 06/12/202, 01/18/13

SUBJECT: ADMINISTRATIVE GUIDELINES; Parade/Activity Guidelines

PURPOSE: To establish guidelines for the use of department apparatus for parades or other activities

OBJECTIVE: To provide department personnel with specific guidelines for requesting department apparatus and/or equipment for parades or activities

1. The Swartz Creek Area Firefighters Association apparatus (41-57) should participate in parades before other department apparatus. Requests for other apparatus shall be considered.
2. Personnel must submit a verbal request to the Chief prior to the parade/activity stating which apparatus is requested, the date of the parade/activity, and the time frame the apparatus will be out of service, etc.
3. Approval or denial, which will be determined by the Chief, will be based on the ability of the department to provide adequate incident protection without the requested apparatus and the distance from the fire district to the parade/activity location.
4. Parade apparatus will be considered out of service until the apparatus is returned to its respective station. Parade/activity apparatus shall not respond to an alarm as an initial response apparatus. Response to any incident shall be at the discretion of the Incident Commander or a Chief Officer.
5. A minimum of two (2) SCAFD personnel should accompany and operate the parade/activity apparatus, and remain with the apparatus at all times.
6. In addition to SCAFD personnel, only Explorers, may ride the apparatus provided they remain seated and belted at all times the apparatus is in motion.
7. Seat belts shall be worn at all times the apparatus is in motion.
8. Department personnel participating in parades/activities must be in uniform whenever possible or dressed appropriately.
9. Department personnel shall have their personal protective gear on the apparatus while participating in a parade/activity. During the parade, helmets do not have to be worn.
10. Non Firefighting personnel shall be responsible for their own transportation to and from the parade.
11. Any special riding arrangements (Santa Claus, etc.) must be approved by the Chief prior to the parade/activity.
12. When requested for a funeral, the apparatus used will be determined by the Chief and shall respond with a minimum of two (2) department personnel.
13. Driving of department apparatus shall be limited to those individuals who have passed the Office of Fire Fighting Training (OFFT) designated Driver's Training Course, attended the annual SCAFD driver-training course, and approved by the Fire Chief.

SOG203

01/13

Page 1/1



GUIDELINE: #206

ADOPTED: January 22, 1988

REVIEWED: 01/17/13

REVISED: 04/11/92, 10/24/93, 04/20/96, 10/07/02, 08/23/07, 01/18/13

SUBJECT: ADMINISTRATIVE GUIDELINES; Designated ~~Smoking and Non-Smoking~~ **Tobacco Usage**  
Areas

PURPOSE: To establish areas that conform to local, state, and/or federal laws governing smoking in a public building and at an incident location.

OBJECTIVE: To provide the knowledge of the areas for smoking and non smoking

1. In order to conform to all local, state, and federal laws governing smoking in a public building, no smoking will be permitted inside any area of any department station building.
2. The designated tobacco usage areas at each station shall be outside only.
3. Designated smoking areas on scene shall be in a location determined by the Incident Commander, Company Officer or Apparatus Driver, whichever is available. It shall be a location that will not interfere with on going operations, keeping in mind the ability to recall the individual(s) as deemed necessary.
4. The proper disposal of cigarette butts, and other disposable smoking materials, is mandatory. Proper disposal does **NOT** include extinguishments of cigarettes or spitting of chewed tobacco products on paved or blacktop areas in or around the fire station.
5. Those violating this SOG shall be subject to the progressive disciplinary action set for by the department.

SOG206

01/13

Page 1/1

GUIDELINE: #206

ADOPTED: January 22, 1988

REVIEWED: 01/17/13

REVISED: 04/11/92, 10/24/93, 04/20/96, 10/07/02, 08/23/07, 01/18/13

SUBJECT: ADMINISTRATIVE GUIDELINES; Designated Tobacco Usage Areas

PURPOSE: To establish areas that conform to local, state, and/or federal laws governing smoking in a public building and at an incident location.

OBJECTIVE: To provide the knowledge of the areas for smoking and non smoking

1. In order to conform to all local, state, and federal laws governing smoking in a public building, no smoking will be permitted inside any area of any department station building.
2. The designated tobacco usage areas at each station shall be outside only.
3. Designated smoking areas on scene shall be in a location determined by the Incident Commander, Company Officer or Apparatus Driver, whichever is available. It shall be a location that will not interfere with on going operations, keeping in mind the ability to recall the individual(s) as deemed necessary.
4. The proper disposal of cigarette butts, and other disposable smoking materials, is mandatory. Proper disposal does **NOT** include extinguishments of cigarettes or spitting of chewed tobacco products on paved or blacktop areas in or around the fire station.
5. Those violating this SOG shall be subject to the progressive disciplinary action set for by the department.

GUIDELINE: #302

ADOPTED: June 20, 1990

REVIEWED: 01/17/13

REVISED: 04/12/92, 10/24/93, 05/06/02, 01/18/13

SUBJECT: SAFETY GUIDELINES; Personal Protective Equipment (PPE) Usage

PURPOSE: To provide specific guidelines relating to the required use of PPE

OBJECTIVE: To provide for the safety and welfare of all department personnel while at the scene of an emergency or non-emergency incident

1. In accordance with the Michigan Department of Labor (MIOSHA) Part 74, Firefighting Personal Protective Equipment; the Fire Department is responsible to ensure that all responding personnel are provided with the appropriate personal protective equipment.
2. In accordance with NFPA 1500, the Fire Department is responsible to ensure that all responding department personnel are provided with the minimum listed personal protective equipment.
3. Full personal protective equipment shall be worn at all times by all department personnel when operating in hostile environments:
  - A. The Atmosphere Is Hazardous, Or
  - B. The Atmosphere Is Suspected of Being Hazardous, Or
  - C. The Atmosphere May Rapidly Become Hazardous
4. Full personal protective equipment shall include:
  - A. Helmet with Protective Face Shield and Ear Flaps
  - B. Bunker Coat
  - C. Bunker Pants and Boots
  - D. Gloves
  - E. Nomex Hoods
  - F. Self Contained Breathing Apparatus (SCBA)
  - G. PASS
5. Prior to entering a toxic atmosphere, department personnel shall don all personal protective equipment unless authorized by the incident commander, who may grant exceptions based on the present situation.
6. This guideline shall apply to all fires, all phases of fire fighting, and any hazardous material incident where toxic fumes may be present. The use of SCBA shall continue until the incident commander, or his designee, determines the situation to be safe.
7. All personal protective equipment is to be cleaned and disinfected per the manufacturer's instructions after each incident.
8. All personal protective equipment shall meet or exceed all current MIOSHA and NFPA standards.
9. Department personnel reporting for assignments on the fire ground, or other potentially dangerous emergencies, shall assume the need for SCBA. Prior to entering a toxic atmosphere, department personnel shall don SCBA unless authorized otherwise by the Incident Commander, who may grant exceptions based upon the current situation.

SOG302

01/13

Page 1/2

10. Department personnel using SCBA shall not compromise the protection integrity of the SCBA for any reason when operating in a hazardous atmosphere, or in an atmosphere where the quality of air is unknown, by removing the face piece or disconnecting any portion of the SCBA that would allow the ambient atmosphere to be breathed.
11. Department personnel using SCBA shall be prohibited from using the "buddy breathing" technique for safety reasons. "NFPA, ANSI, IAFF, and most SCBA manufacturer do not recommend "buddy breathing" since it compromises one or more SCBA and may result in the needless impairment of death of either the rescuer or the victim, or both".
12. Nothing shall be allowed to enter or pass through the area where the SCBA face piece is designed to seal with the face.
- ~~13. All PPE shall meet or exceed all current MIOSHA and NFPA standards. (duplicated #8 above)~~
13. As applicable, an eyeglass insert for individual facemask will be provided. The cost of the frame and lenses will be paid for. A current eye exam cost will be bore by the wearer.

GUIDELINE: #302

ADOPTED: June 20, 1990

REVIEWED: 01/17/13

REVISED: 04/12/92, 10/24/93, 05/06/02, 01/18/13

SUBJECT: SAFETY GUIDELINES; Personal Protective Equipment (PPE) Usage

PURPOSE: To provide specific guidelines relating to the required use of PPE

OBJECTIVE: To provide for the safety and welfare of all department personnel while at the scene of an emergency or non-emergency incident

1. In accordance with the Michigan Department of Labor (MIOASHA) Part 74, Firefighting Personal Protective Equipment; the Fire Department is responsible to ensure that all responding personnel are provided with the appropriate personal protective equipment.
2. In accordance with NFPA 1500, the Fire Department is responsible to ensure that all responding department personnel are provided with the minimum listed personal protective equipment.
3. Full personal protective equipment shall be worn at all times by all department personnel when operating in hostile environments:
  - A. The Atmosphere Is Hazardous, Or
  - B. The Atmosphere Is Suspected of Being Hazardous, Or
  - C. The Atmosphere May Rapidly Become Hazardous
4. Full personal protective equipment shall include:
  - A. Helmet with Protective Face Shield and Ear Flaps
  - B. Bunker Coat
  - C. Bunker Pants and Boots
  - D. Gloves
  - E. Nomex Hoods
  - F. Self Contained Breathing Apparatus (SCBA)
  - G. PASS
5. Prior to entering a toxic atmosphere, department personnel shall don all personal protective equipment unless authorized by the incident commander, who may grant exceptions based on the present situation.
6. This guideline shall apply to all fires, all phases of fire fighting, and any hazardous material incident where toxic fumes may be present. The use of SCBA shall continue until the incident commander, or his designee, determines the situation to be safe.
7. All personal protective equipment is to be cleaned and disinfected per the manufacturer's instructions after each incident.
8. All personal protective equipment shall meet or exceed all current MIOASHA and NFPA standards.
9. Department personnel reporting for assignments on the fire ground, or other potentially dangerous emergencies, shall assume the need for SCBA. Prior to entering a toxic atmosphere, department personnel shall don SCBA unless authorized otherwise by the Incident Commander, who may grant exceptions based upon the current situation.

SOG302

01/13

Page 1/2

10. Department personnel using SCBA shall not compromise the protection integrity of the SCBA for any reason when operating in a hazardous atmosphere, or in an atmosphere where the quality of air is unknown, by removing the face piece or disconnecting any portion of the SCBA that would allow the ambient atmosphere to be breathed.
11. Department personnel using SCBA shall be prohibited from using the "buddy breathing" technique for safety reasons. "NFPA, ANSI, IAFF, and most SCBA manufacturer do not recommend "buddy breathing" since it compromises one or more SCBA and may result in the needless impairment of death of either the rescuer or the victim, or both".
12. Nothing shall be allowed to enter or pass through the area where the SCBA face piece is designed to seal with the face.
13. As applicable, an eyeglass insert for individual facemask will be provided. The cost of the frame and lenses will be paid for. A current eye exam cost will be bore by the wearer.

GUIDELINE: #304

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 09/16/96, 01/18/13

SUBJECT: SAFETY GUIDELINES; Safety Program

PURPOSE: The safety program for the Swartz Creek Area Fire Department is implemented to ensure the safety of all department personnel by monitoring and assessing present and potential hazardous and/or unsafe situations and developing measures to relieve or minimize risks

OBJECTIVE: To provide specific guidelines for the Safety Officer

1. An officer appointed by the Chief shall be the designated department Safety Officer (Safety Coordinator) and be responsible for the management of the department's safety program. He/she shall perform such duties as the Chief assigns.
2. The Safety Officer has the option of responding to emergency response incidents to observe operations from a safety viewpoint.
3. The Safety Officer shall be responsible to ensure that safety regulations and practices shall be observed at emergency incidents and training activities by department personnel. He/she shall perform such duties as the Chief assigns.
4. A Safety Officer is to be designated by the Incident Commander on any incident where the Incident Commander, who has the ultimate responsibility for the safety of on-scene personnel, deems such a position necessary.
5. As soon as possible the Safety Officer shall be designated by the Incident Commander. All department officers shall have the ability to serve as the Safety Officer, ***having been trained as such.***
6. Where applicable during training, a Safety Officer or officers shall be appointed.

GUIDELINE: #304

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 09/16/96, 01/18/13

SUBJECT: SAFETY GUIDELINES; Safety Program

PURPOSE: The safety program for the Swartz Creek Area Fire Department is implemented to ensure the safety of all department personnel by monitoring and assessing present and potential hazardous and/or unsafe situations and developing measures to relieve or minimize risks

OBJECTIVE: To provide specific guidelines for the Safety Officer

1. An officer appointed by the Chief shall be the designated department Safety Officer (Safety Coordinator) and be responsible for the management of the department's safety program. He/she shall perform such duties as the Chief assigns.
2. The Safety Officer has the option of responding to emergency response incidents to observe operations from a safety viewpoint.
3. The Safety Officer shall be responsible to ensure that safety regulations and practices shall be observed at emergency incidents and training activities by department personnel. He/she shall perform such duties as the Chief assigns.
4. A Safety Officer is to be designated by the Incident Commander on any incident where the Incident Commander, who has the ultimate responsibility for the safety of on-scene personnel, deems such a position necessary.
5. As soon as possible the Safety Officer shall be designated by the Incident Commander. All department officers shall have the ability to serve as the Safety Officer, having been trained as such.
6. Where applicable during training, a Safety Officer or officers shall be appointed.



GUIDELINE: #306

ADOPTED: May 5, 1992

REVIEWED: 03/15/2006

REVISED: 02/27/93, 10/24/93, 08/10/99, 10/07/02, 05/02/2006

SUBJECT: SAFETY GUIDELINES; Bloodborne Pathogens Guidelines

PURPOSE: To provide all department personnel with the appropriate methods of reducing the risk of exposure to infectious diseases, while delivering emergency medical care for fire, rescue, EMS, or hazardous material activities in a pre hospital environment. To provide the safest workplace and workplace practices possible.

OBJECTIVE: To comply with OSHA (Occupational Safety and Health Administration) Bloodborne Pathogens Rule 29 CFR 1910.1030.

1. OSHA Bloodborne Pathogens Rule 1910.1030 requires:
  - A. Implementation of an Exposure Control Plan; including written policies and Guidelines for bloodborne pathogens. This SOG will address the required topics and serve as the Exposure Control Plan.
  - B. Implementation of Methods of Compliance including:
    - i. Engineering controls
    - ii. Protective equipment for employees
    - iii. Work practice controls
    - iv. Specific housekeeping and laundry practices
    - v. Biohazard labeling
    - vi. Specific medical waste practices
  - C. Availability of Hepatitis B Vaccine to Employees
  - D. Specific Guidelines for medical evaluation and follow-up in the event of an employee exposure incident
  - E. Specific information and training programs for all employees
  - F. Specific record keeping requirements
2. The designated Infection Control Representative for the Swartz Creek Area Fire Department SHALL be the Chief of the department.
3. A copy of the SOG SHALL be available in the following locations for department personnel to review:
  - A. Station 1 Radio Room
  - B. Station 2 Radio Room
  - C. Station 1 Officers Office
  - D. Chiefs Office

Any department personnel may request a personal copy of the SOG and SHALL be provided a copy of the SOG within five working days of the request.

4. GENERAL INFECTION CONTROL GUIDELINES:

UNIVERSAL PRECAUTIONS: "The unpredictable and emergent nature of exposures encountered by emergency and public-safety workers may make differentiation between hazardous body fluids and those which are not hazardous very difficult and often impossible." (US. Department of Health and Human Services 6) (USDHHS). Therefore, the Swartz Creek Area Fire Department adopts the "UNIVERSAL PRECAUTIONS" concept. This concept attempts to minimize the risk of exposure to certain infectious diseases.

The UNIVERSAL PRECAUTIONS concept requires all firefighters, engineers, officers, and emergency medical technicians to assume that all patients and/or victims are infected with HIV, HBV or other bloodborne pathogens. Therefore all body fluids WILL be treated as hazardous. This includes, but is not limited to: blood, amniotic fluid, pericardial fluid, peritoneal fluid, pleural fluid, synovial fluid, cerebrospinal fluid, semen, vaginal secretions, urine, feces, nasal secretions, saliva, sputum, sweat, tears, and vomitus. Universal Precautions WILL be used in all work activities with any potential for exposure to blood or other body fluids.

5. PERSONAL PROTECTIVE EQUIPMENT:

A. GLOVES: All department personnel are REQUIRED to don disposable gloves prior to initiating emergency medical care to patients encountered at an incident. When multiple patients are encountered at an incident, gloves are to be changed between patient contacts. Department personnel should avoid contaminating any equipment, items, devices, etc., by contacting and/or handling activities while wearing gloves, unless required for the emergency patient care tasks. Gloves are to be removed and properly disposed of (whether or not the gloves are contaminated) as soon as possible. Gloves shall be impervious to all body fluids. While wearing disposable gloves department personnel should not eat, drink, or smoke and they should avoid touching their eyes, mouth, nose, or personal items such as glasses, pens, etc. Firefighting gloves meeting Federal Occupational Safety and Health Administration (OSHA) standard 29 CFR 1910.156 or the National Fire Protection Association (NFPA) Standard 1973 are "acceptable substitutes" for disposable gloves. Department personnel must insure that their fire fighting gloves do not have any rips, tears, or holes, which would prevent hand exposure protection. Disposable gloves SHALL be available on designated apparatus. All department personnel authorized to respond direct to an incident SHALL be issued a "Universal Precautions Kit" containing disposable gloves.

B. UNIVERSAL PRECAUTIONS KIT: SHALL contain the following

1. 1 pair disposable gloves
2. 1 impervious gown
3. 1 fluid shield mask with wraparound splashguard visor or equivalent
4. 1 head bouffant cap
5. 1 pair shoe coverings
6. 1 antimicrobial towelette
7. 1 12-gallon biohazard bag
8. 1 CPR micro shield or 1 pocket mask

Universal Precautions Kit SHALL be available on designated apparatus. Universal Precautions Kit SHALL be issued to all department officers and emergency medical technicians.

DEPARTMENT PERSONNEL ARE REQUIRED TO USE THE APPROPRIATE PROTECTIVE EQUIPMENT PROVIDED IN THE UNIVERSAL PRECAUTIONS KIT NECESSARY FOR EACH PARTICULAR INCIDENT.

C. MASKS, EYE WEAR, AND GOWNS: Masks, eye wear (goggles, safety glasses, or shields) and gowns are to be worn when emergency medical patient care tasks contain greater exposure levels. Masks and eyewear SHALL be worn together, so as to provide protection to the facial components, i.e. eyes, nose, and mouth. Firefighting Helmet Face Shields are acceptable as substitutes for the combination requirements of mask and eye wear. Face shields must be a "full face" design and protect eyes, nose, and the mouth. Firefighting turnout coats and pants are acceptable substitutes for gowns. Eyewear, gowns, and face shields must be impervious to all body fluids. Masks, Eye Wear and Gowns (or appropriate substitutes) are REQUIRED to be worn by all department personnel when personnel encounter large quantities and/or splashes of body fluids, or anticipate large quantities and/or splashes, i.e. arterial bleeding, avulsions, child birth, deceased bodies, etc. Masks, eyewear and gowns are to be removed and properly disposed of (if contaminated) as soon as possible and in the proper manner.

D. RESUSCITATION EQUIPMENT: Resuscitation equipment SHALL be available on designated apparatus. All department officers and emergency medical technicians SHALL be issued a Universal Precautions Kit containing a CPR micro shield (barrier) or pocket mask. All department personnel are REQUIRED to use the available resuscitation equipment to include the following:

1. Pocket mask
2. Bag valve mask

E. APPARATUS PROTECTIVE EQUIPMENT AVAILABILITY:

<u>Equipment:</u>	<u>Apparatus:</u>
Gloves	11 12 16 21
Universal Precautions Products	11 12 16 21
Pocket Mask	11 12 16 21
Towelettes	11 12 16 21
Disposal Equipment	11 12 16 21
Bag Mask Resuscitator	11 --- --- 21

F. PERSONAL PROTECTIVE EQUIPMENT REPLACEMENT: A sufficient supply of all protective equipment shall be stored at Station 1 to allow for the immediate replacement of any personal protective equipment.

G. Under rare and extraordinary circumstances it is the employee's professional judgment that in the specific instance use of protective clothing and equipment would have prevented the delivery of health care or public safety services or would have posed an increased hazard to the safety of the worker or co-worker, the employee SHALL DOCUMENT THESE CIRCUMSTANCES AND INFORM THE DESIGNATED INFECTION CONTROL REPRESENTATIVE (FIRE CHIEF), who SHALL investigate the circumstances and determine whether changes can be instituted to prevent such occurrences in the future. The Infection Control Representative SHALL document all such occurrences.

6. DISINFECTING, DECONTAMINATION, AND DISPOSAL GUIDELINES:

- A. SCAFD personnel shall not handle any needles or sharp instruments used by EMS personnel. Used rubber gloves shall be remitted to the possession of the responding ambulance before they leave the scene.
- B. All department personnel are REQUIRED to wash any exposed skin surfaces that have been contaminated with body fluids. Washing requires the use of EPA registered germicides, and soap and warm water. All department personnel are REQUIRED to also wash their hands immediately following the removal of their protective gloves.

- C. Protective gloves are REQUIRED to be worn during the decontamination of surfaces and equipment. Any and all surfaces contaminated with any body fluids must be cleaned and decontaminated with an intermediate level disinfecting product:
  1. Disinfecting/chemical germicides that are EPA registered
  2. Commercially available hard-surface germicides
  3. Water/chlorine bleach solution (1:100 dilution = 1/4 cup of chlorine bleach per gallon water)

Visible material must be removed first with disposable towels. If splashing is to occur a mask, eyewear and gown are to be used for protection. Once all visible material has been removed, apply the disinfecting agent chosen.

Equipment is cleaned, and decontaminated and disinfected using the same process as for surfaces.

The contaminated materials along with all disposable equipment are to be placed into leak resistant trash bags, which can be placed into a rubbish container at the fire station.

All towels are to be of the disposable (paper) type.

The disinfecting area should be well ventilated and equipped with non-porous sinks and adequate drainage. Racks and shelves should be provided for air-drying of all disinfected equipment.

7. DECONTAMINATION AND LAUNDERING OF PERSONAL AND PROTECTIVE CLOTHING:

- A. Contaminated laundry SHALL be handled as little as possible with a minimum of agitation and SHALL be bagged at the location where it was used. Contaminated laundry SHALL be placed and transported in red plastic bags.
  - B. All personal and protective clothing that is contaminated with body fluids MUST be handled while wearing protective gloves. All visible materials MUST be removed with disposable towels prior to laundering.
  - C. DEPARTMENT ISSUED BUNKER GEAR (COAT/PANTS) CONTAMINATED WITH BLOOD SHALL BE LACED IN A RED GARBAGE BAG. THE HIGH-EST RANKING OFFICER AT THE INCIDENT SHALL BE RESPONSIBLE FOR TRANSPORTING THE BAG WITH CONTAMINATED BUNKER GEAR TO STATION 1, TO BE CLEANED WITH AN OSHA APPROVED CLEANER/ DISINFECTANT.
  - D. PERSONAL CLOTHING CONTAMINATED WITH BLOOD SHALL BE PLACED IN A RED GARBAGE BAG. THE HIGHEST RANKING OFFICER AT THE INCIDENT SHALL BE RESPONSIBLE FOR TRANSPORTING THE BAG WITH CONTAMINATED PERSONAL CLOTHING, TO STATION 1, TO BE CLEANED WITH AN OSHA APPROVED CLEANER/DISINFECTANT
8. ENGINEERING AND WORK PRACTICE CONTROLS: Engineering and work practice controls SHALL be used to eliminate or minimize employee exposure. Where occupational exposure remains after institution of these controls, personal protective equipment SHALL be used. Engineering controls SHALL be examined and maintained or replaced on a regular schedule to ensure their effectiveness.
- A. Hand washing facilities, which are readily accessible to employees, SHALL be provided at each station. A wall mounted container with appropriate soap and paper towels and/or air dryer SHALL be provided at each station. Antiseptic towelettes will be provided on designated apparatus. When antiseptic towelettes are used all department personnel are REQUIRED to wash their hands with soap and running water as soon as possible after returning to the station.
  - B. Department personnel are REQUIRED to wash any exposed skin surfaces that have been contaminated with any body fluid(s). Washing requires the use of soap and warm water. All department personnel are REQUIRED to wash their hands immediately following the removal of their protective gloves, even if the gloves visibly appear to be clean.

- C. Hand washing with soap and warm water will not be available at the incident scene. An approved antiseptic towelette SHALL be used for hand washing at the incident scene. Upon return to the station department personnel are REQUIRED to wash their hands and any other affected area with soap and warm water.
- 9. BIOHAZARD LABELING: The Swartz Creek Area Fire Department will not be required to label any hazardous or regulated waste as the department will not transport such waste.
  - A. Red garbage bags SHALL be used to transport any contaminated equipment back to the station for proper decontamination.
  - B. Red garbage bags SHALL be used to transport any contaminated department bunker gear (coats/pants) and any personal clothing to Station 1 to be cleaned with an OSHA approved cleaner/disinfectant.
- 10. HEPATITIS B VACCINATION: The Swartz Creek Area Fire Department SHALL offer the Hepatitis B vaccination to all department personnel within 10 days of initial assignment to work activities entailing possible exposure. Hepatitis B vaccinations SHALL be provided at not cost to department personnel. Department personnel choosing to receive the Hepatitis B vaccination are REQUIRED to sign the form "Hepatitis B Vaccination". Department personnel choosing not to receive the Hepatitis B vaccination are REQUIRED to sign the form "Hepatitis B Vaccination Refusal".
- 11. REPORTING EXPOSURE INCIDENTS:
  - A. Exposure incidents include but are not limited to:
    - 1. Contact of blood or other infectious materials with non-intact skin
    - 2. Needle stick injuries or other puncture wounds with contaminated objects
    - 3. Spraying or splashing of blood or other infectious materials in eyes or mucous membranes
    - 4. Bites occurring in the performance of work activities
  - B. All department personnel are REQUIRED immediately report any "exposure" to the Incident Commander. The department Infection Control Representative should be notified of the exposure as soon as possible. The department member will be REQUIRED to provide in written format such information as: the activity being performed during the exposure; they type of protective equipment being used during the exposure; the person that provided the exposure; and the location where the exposure occurred.
  - C. The Infection Control Representation SHALL:
    - 1. Complete "BLOODBORNE PATHOGEN EXPOSURE INCIDENT INVESTIGATION".
    - 2. Provide immediate departmental counseling.
    - 3. Provide immediate referral for confidential medical evaluation. The Swartz Creek Area Fire Department SHALL require department personnel to report to a department designated medical facility for evaluation. Alternate medical facilities shall be at the discretion of the Infection Control Representative.
    - 4. The evaluating healthcare professional SHALL be provided with:
      - a. Form "INFORMATION TO THE HEALTHCARE PROFESSIONAL PROVIDING EVALUATION FOR BLOODBORNE PATHOGEN EXPOSURE INCIDENT".
      - b. Form "BLOODBORNE PATHOGEN EXPOSURE INITIAL MEDICAL EVALUATION"
      - c. Form "BLOODBORNE PATHOGEN EXPOSURE MEDICAL FOLLOW-UP".
      - d. A copy of 29 CFR 1910.1030 Bloodborne Pathogens Rule.
      - e. Copies of relevant available medical records (including vaccination records) for the exposed department personnel.
    - 5. Request testing of the source patient and a written report containing the test results from the receiving hospital if known and provide a copy of the law associated with this request.

6. Provide information to exposed department personnel if available.
7. Make available any tests recommended by the evaluating healthcare professional.
8. Record the exposure incident on OSHA 200 log if medical treatment such as gamma globulin, hepatitis B immune globulin, or hepatitis B vaccine is administered by licensed medical personnel or if hepatitis or HIV infection occurs as a result of such incident.

## 12. INFORMATION AND TRAINING:

### A. Bloodborne Pathogens Training SHALL be provided:

1. Prior to initial assignment where an exposure incident may occur.
2. Annually to all department personnel.
3. Whenever any additions, deletions, or revisions are made to this SOG.

### B. A copy of OSHA 1910.1030 Bloodborne Pathogens Rule and this SOG SHALL be available in the designated areas.

### C. TRAINING RECORDS:

1. Form "DOCUMENTATION OF INITIAL EDUCATION" to be completed when appropriate.
2. Form "DOCUMENTATION OF ANNUAL EDUCATION" to be completed when appropriate.
3. Form "DOCUMENTATION OF FOLLOW-UP EDUCATION RELATED TO CHANGES IN EXPOSURE OR WORK PRACTICES" to be completed when appropriate.
4. Form "INDIVIDUAL BLOODBORNE PATHOGEN FORM" to be completed when appropriate.

All training records SHALL be maintained for at least 3 years from training date.

## 13. RECORDING REQUIREMENTS:

### A. MEDICAL RECORDS: An accurate medical record for all department personnel with occupational exposure, in accordance with 29 CFR 1910.30, SHALL be maintained. This record SHALL include the name and social security number of the employee, a copy of the employee's hepatitis B vaccination status including the dates of all the hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination, a copy of all results of examinations, medical testing, and follow-up Guidelines required as part of any post-exposure medical evaluation including the employer's copy of the healthcare professional's written opinion and a copy of the information provided to the healthcare professional as part of that evaluation. Employee medical records SHALL be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace except as required by this sections or as may be required by law. Such records SHALL be maintained for at least the duration of employment plus 30 years in accordance with 29 CFR 1910.30.

Employee medical records SHALL be provided upon request for examination and copying to the subject employee, to anyone having written consent of the subject employee, and to the Director or the Assistant Secretary in accordance with 29 CFR 1910.30.

### B. TRAINING RECORDS: SHALL be maintained and SHALL include the dates of the training sessions, contents or a summary of the training sessions. The names and qualifications of persons conducting the training, and the names and job titles of all persons attending the training sessions. Training records SHALL be maintained for 3 years from the date on which the training occurred. Employee training records SHALL be provided upon request for examination and copying to employees, to employee representatives, and to the Director or Assistant Secretary in accordance with 29 CFR 1910.30.

### C. All employee medical records or training records SHALL be made available upon request to the Assistant Secretary and the Director of the Occupational Safety and Health Administration (OSHA) for examination and copying.

#### 14. EMPLOYEE RESPONSIBILITIES:

- A. In addition to the specific responsibilities outlined within this SOG, department personnel performing tasks with reasonably anticipated exposure to blood or other potentially infectious materials are REQUIRED to inform a designated Infection Control Representative if proper protective clothing and equipment is unavailable or appears inadequate to provide appropriate protection from such exposure. Department personnel are REQUIRED to report to a designated Infection Control Representative any incidents or observations suggesting inadequate use of personal protective clothing and equipment or other control measure by any department personnel.
- B. Department personnel are REQUIRED to follow the requirements of this SOG, including all work practice requirements. The use of Universal Precautions and the use of specific engineering controls and protective equipment outlined is MANDATORY.
- C. DEPARTMENT PERSONNEL THAT DO NOT FOLLOW THESE REQUIREMENTS ARE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.

#### 15. RESEARCH AND REFERENCE INFORMATION SOURCES:

- A. Guidelines for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Health Care and Public Safety Workers, United States Department of Health and Human Services, February 1989, as mandated by Public Law 100-607, The Health Omnibus Programs Extension Act of 1988.
- B. The Michigan Medical Waste Regulatory Act of 1990, Act Number 368 of the Public Acts of 1978, Part 138, Medical Waste.
- C. Guideline for Prevention of Transmission of Human Immunodeficiency Virus and Hepatitis Virus to Health Care and Public Safety Workers, Atlanta: Centers for Disease Control, 1989.
- D. The National Fire Academy Course "Infection Control for Emergency Response Personnel, the Supervisors Role" February, 1992.
- E. The United States Fire Administration, "Guide To Developing and Managing an Emergency Service Infection Control Program".
- F. The Ryan White Comprehensive Aids Resource Emergency Act of 1990 (PL 101-381).
- G. Americans with Disabilities Act (PL 101-336).
- H. Occupational Safety and Health Administration Act; 29 CFR 1910.1030 Occupational Exposures to Bloodborne Pathogens and 29 CFR 1910.30, Access to Employee Exposure and Medical Records.
- I. National Fire Protection Association Standards and Codes:
  - 1. NFPA 1500 Fire Department Occupational Safety and Health
  - 2. NFPA 1501 Standard for Fire Department Safety Officer
  - 3. NFPA 1581 Standard on Fire Department Infection Control Program
  - 4. NFPA 1001 Standard for Firefighter Professional Qualifications
  - 5. NFPA 1973 Standard on Gloves for Structural Firefighting
  - 6. NFPA 1582 Standard on Medical Requirements for Firefighter(proposed)
- J. Recommendation for Prevention of HIV Transmission in Health Care Settings (MMWR) Volume 36, Number 2, August 1987
- K. Guidelines for Preventing the Transmission of Tuberculosis in Health-Care Settings, with Special Focus on HIV-Related Issues (MMWR) Volume 39, Number RR-17, December 1990
- L. Protection Against Viral Hepatitis, Recommendations of the Immunization Practices Advisory Committee (ACIP) (MMWR) Volume 39, Number RR-2, February 1990
- M. Standard Operating Guidelines for Preventing the Transmission of Human Immunodeficiency Virus and Hepatitis B Virus to Mundy Township Fire Fighters and Emergency Medical Personnel, Mundy Township Fire Department, August 1991
- N. Standard Operating GUIDLINE Policy Number 92-2, Infectious Disease Control, Genesee County Fire Chiefs Association, August 1992

- O. Occupational Exposure to Bloodborne Pathogens: Precautions for Emergency Responders, United States Department of Labor, Occupational Safety and Health Administration, OSHA 3130, 1992
- P. Bloodborne Pathogens Compliance Package, St. Clair Associates
- Q. Exposure Control Plan Development Seminar, Michigan Twp. Association Sept. 1992



GUIDELINE: #403

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 10/96, 08/10/99, 12/26/06, 08/24/08, 01/18/13

SUBJECT: PERSONNEL GUIDELINES; Fire Fighter Orientation

PURPOSE: To establish general guidelines for the orientation of new department members

OBJECTIVE: To provide specific Guidelines to be followed for the orientation of new department members

1. Orientation shall be the responsibility of the Chief, Training Officer, Equipment Officer, and/or Department Officers as applicable and/or assigned.
2. Orientation shall be provided for all new members.
3. Probationary firefighters must attend all orientation sessions.
4. The Chief shall be responsible for the initial interview and subsequent paperwork:
  - A. Provide all probationary members with a copy of the current training schedule.
  - B. Provide Hepatitis B Vaccination intention forms.
  - C. Provide department physical forms.
  - D. Provide a copy of the current Firefighter I/II Academy class registration form.
  - E. Review department training requirements.
  - F. Provide tour of station facilities.
5. After receiving approval of the Fire Chief, the quartermaster or his designate shall be responsible for the following:
  - A. Issue protective clothing (coat, pants, gloves, helmet, nomex hood, face mask, flashlight, etc.)
  - B. Provide and explain a copy of the department Standard Operating Guidebook (SOG) following by received a signed form from the new recruit verifying receipt and return of said book.
  - C. Issue, explain, and demonstrate operation of pager.
  - D. Perform facemask fit testing as indicated in SOG 308
6. The Training Officer shall contact each new member and explain the training schedule and attendance percentage, as prescribed in SOG 407.
7. The Officer responsible for assigning mentors will sit down with the new recruit and their assigned mentor and explain the roles and responsibilities of each.
8. An ~~Officer~~ **appointed Mentor (as prescribed in SOG 427)** shall be responsible for the following should the new recruit already be a certified Firefighter:
  - A. Explain and demonstrate SCBA.
  - B. Explain types and uses of ladders.
  - C. Explain types and uses of hoses.
  - D. Explain types and uses of extrication equipment.
  - E. Explain types and uses of equipment on Squad 16.
  - F. Explain types and uses of various other equipment.
9. NOTE: Applicants shall be limited in their fire ground participation, as outlined in SOG 404. It is understood the annual Firefighter Academy class will give a new recruit the foundation for education, followed by Mentor association, as outlined in SOG 427 and department training.

SOG403

01/13

Page 1/1

GUIDELINE: #403

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 10/96, 08/10/99, 12/26/06, 08/24/08, 01/18/13

SUBJECT: PERSONNEL GUIDELINES; Fire Fighter Orientation

PURPOSE: To establish general guidelines for the orientation of new department members

OBJECTIVE: To provide specific Guidelines to be followed for the orientation of new department members

1. Orientation shall be the responsibility of the Chief, Training Officer, Equipment Officer, and/or Department Officers as applicable and/or assigned.
2. Orientation shall be provided for all new members.
3. Probationary firefighters must attend all orientation sessions.
4. The Chief shall be responsible for the initial interview and subsequent paperwork:
  - A. Provide all probationary members with a copy of the current training schedule.
  - B. Provide Hepatitis B Vaccination intention forms.
  - C. Provide department physical forms.
  - D. Provide a copy of the current Firefighter I/II Academy class registration form.
  - E. Review department training requirements.
  - F. Provide tour of station facilities.
5. After receiving approval of the Fire Chief, the quartermaster or his designate shall be responsible for the following:
  - A. Issue protective clothing (coat, pants, gloves, helmet, nomex hood, face mask, flashlight, etc.)
  - B. Provide and explain a copy of the department Standard Operating Guidebook (SOG) following by received a signed form from the new recruit verifying receipt and return of said book.
  - C. Issue, explain, and demonstrate operation of pager.
  - D. Perform facemask fit testing as indicated in SOG 308
6. The Training Officer shall contact each new member and explain the training schedule and attendance percentage, as prescribed in SOG 407.
7. The Officer responsible for assigning mentors will sit down with the new recruit and their assigned mentor and explain the roles and responsibilities of each.
8. An appointed Mentor (as prescribed in SOG 427) shall be responsible for the following should the new recruit already be a certified Firefighter:
  - A. Explain and demonstrate SCBA.
  - B. Explain types and uses of ladders.
  - C. Explain types and uses of hoses.
  - D. Explain types and uses of extrication equipment.
  - E. Explain types and uses of equipment on Squad 16.
  - F. Explain types and uses of various other equipment.
9. NOTE: Applicants shall be limited in their fire ground participation, as outlined in SOG 404. It is understood the annual Firefighter Academy class will give a new recruit the foundation for education, followed by Mentor association, as outlined in SOG 427 and department training.

SOG403

01/13

Page 1/1

GUIDELINE: #415

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 01/24/13

SUBJECT: PERSONNEL GUIDELINES; Apparatus Rider Responsibilities

PURPOSE: To provide for the safety of all apparatus riders

OBJECTIVE: To establish specific guidelines for apparatus riders

BEFORE LEAVING STATION FOR EMERGENCY RESPONSES, THE RIDER SHALL:

1. Prior to climbing onto the apparatus, crew members are to be dressed in turnout equipment(coat, boots, bunker pants, etc.). Activities that require removing seat belt to complete preparations shall not be attempted.
2. Crew members shall be seated and wearing seat belts before the apparatus moves.
3. ~~Fire helmets are to be worn by occupants of apparatus except in the following instances:~~
  - A. ~~Where the helmet of the driver hits the apparatus roof~~
  - B. ~~When the rider is donning his/her hood and/or seat mounted SCBA~~

BEFORE LEAVING STATION FOR NON-EMERGENCY VEHICLE OPERATIONS OR TRAINING ACTIVITIES, IT IS RECOMMENDED THAT:

1. All personal protective equipment be worn.
2. At a minimum all personal protective gear shall be stored on the apparatus on which the personnel ride.

ON SCENE:

1. Personnel will not dismount an apparatus until the apparatus has completely stopped.
2. All personnel on the apparatus will coordinate their activities with the officer in charge.

GENERAL:

NO ~~smoking~~ **tobacco product usage** in SCAFD apparatus or while operating at an emergency incident.

GUIDELINE: #415

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 01/24/13

SUBJECT: PERSONNEL GUIDELINES; Apparatus Rider Responsibilities

PURPOSE: To provide for the safety of all apparatus riders

OBJECTIVE: To establish specific guidelines for apparatus riders

BEFORE LEAVING STATION FOR EMERGENCY RESPONSES, THE RIDER SHALL:

1. Prior to climbing onto the apparatus, crew members are to be dressed in turnout equipment(coat, boots, bunker pants, etc.). Activities that require removing seat belt to complete preparations shall not be attempted.
2. Crew members shall be seated and wearing seat belts before the apparatus moves.

BEFORE LEAVING STATION FOR NON-EMERGENCY VEHICLE OPERATIONS OR TRAINING ACTIVITIES, IT IS RECOMMENDED THAT:

1. All personal protective equipment be worn.
2. At a minimum all personal protective gear shall be stored on the apparatus on which the personnel ride.

ON SCENE:

1. Personnel will not dismount an apparatus until the apparatus has completely stopped.
2. All personnel on the apparatus will coordinate their activities with the officer in charge.

GENERAL:

NO tobacco product usage in SCAFD apparatus or while operating at an emergency incident.

GUIDLINE: #421

ADOPTED: April 17, 1996

REVIEWED: 01/17/13

REVISED: 08/02/96, 01/24/13

SUBJECT: PERSONNEL GUIDELINES; Weapons

PURPOSE: To protect the health and safety of fire department personnel.

OBJECTIVE: To prohibit the carrying of weapons while acting in any capacity of the fire department.

1. All Swartz Creek Area Fire Department members, while acting in any capacity of the fire department, shall be prohibited from carrying or having in their possession a firearm or other dangerous weapon as specified by Michigan Compiled Laws.
- ~~2. This shall only apply to emergency incidents, training and activities that require donning of Personnel Protective Equipment (PPE).~~
2. Those individuals allowed to carry a concealed firearm will do so in accordance with all known laws, regulations, and restrictions as they apply
3. Suspected violations shall be brought to the immediate attention of a fire department officer. A written report shall be forwarded to the Fire Chief for disposition.
4. Violations are subject to disciplinary action up to and including discharge.
5. Effective 30 days from most recent revision.

GUIDELINE: #421

ADOPTED: April 17, 1996

REVIEWED: 01/17/13

REVISED: 08/02/96, 01/24/13

SUBJECT: PERSONNEL GUIDELINES; Weapons

PURPOSE: To protect the health and safety of fire department personnel.

OBJECTIVE: To prohibit the carrying of weapons while acting in any capacity of the fire department.

1. All Swartz Creek Area Fire Department members, while acting in any capacity of the fire department, shall be prohibited from carrying or having in their possession a firearm or other dangerous weapon as specified by Michigan Compiled Laws.
2. Those individuals allowed to carry a concealed firearm will do so in accordance with all known laws, regulations, and restrictions as they apply
3. Suspected violations shall be brought to the immediate attention of a fire department officer. A written report shall be forwarded to the Fire Chief for disposition.
4. Violations are subject to disciplinary action up to and including discharge.
5. Effective 30 days from most recent revision.

GUIDELINE: #509

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 01/24/13

SUBJECT: FIREGROUND GUIDELINES: Fire Cause/Origin Investigation

PURPOSE: To provide specific guidelines as to the responsibility for fire cause/origin investigations

OBJECTIVE: To define the department's responsibility for fire cause/origin investigations

1. ~~Under Michigan Law the fire chief is responsible for determining the cause of all fires in his/her jurisdiction.~~ The SCAFD shall, **when deemed applicable**, use all available resources when conducting a fire cause/origin investigation.
2. The Incident Commander, **when applicable**, shall be responsible for initiating all fire cause/origin investigations.
3. The Fire Chief, when available, shall be responsible for ~~conducting~~ **participating in** all fire cause/origin investigations ~~with the IC.~~
4. The Fire Chief and Incident Commander shall have the authority to request assistance from other agencies (Flint Township Fire Department, Swartz Creek Police, Genesee County Sheriff's Department, Michigan State Police, Michigan State Police Fire Marshall, etc.) when they are of the opinion the fire is of a suspicious nature.
5. The Michigan State Police Fire Marshall shall be requested for assistance for the following:
  - A. fires believed to be incendiary in origin
  - B. fires resulting in a large dollar loss
  - C. fires resulting in serious injury to civilians, fire fighters, or other rescue personnel
  - D. fires resulting in the death of a civilian, fire fighter, or other rescue personnel

GUIDELINE: #509

ADOPTED: October 24, 1993

REVIEWED: 01/17/13

REVISED: 01/24/13

SUBJECT: FIREGROUND GUIDELINES: Fire Cause/Origin Investigation

PURPOSE: To provide specific guidelines as to the responsibility for fire cause/origin investigations

OBJECTIVE: To define the department's responsibility for fire cause/origin investigations

1. The SCAFD shall, when deemed applicable, use all available resources when conducting a fire cause/origin investigation.
2. The Incident Commander, when applicable, shall be responsible for initiating all fire cause/origin investigations.
3. The Fire Chief, when available, shall be responsible for participating in all fire cause/origin investigations.
4. The Fire Chief and Incident Commander shall have the authority to request assistance from other agencies (Flint Township Fire Department, Swartz Creek Police, Genesee County Sheriff's Department, Michigan State Police, Michigan State Police Fire Marshall, etc.) when they are of the opinion the fire is of a suspicious nature.
5. The Michigan State Police Fire Marshall shall be requested for assistance for the following:
  - A. fires believed to be incendiary in origin
  - B. fires resulting in a large dollar loss
  - C. fires resulting in serious injury to civilians, fire fighters, or other rescue personnel
  - D. fires resulting in the death of a civilian, fire fighter, or other rescue personnel

SOG509

01/13

Page 1/1



GUIDELINE: #609

ADOPTED: October 23, 1988

REVIEWED: 01/17/13

REVISED: 04/10/92, 05/05/92, 07/28/99, 08/10/99, 10/07/02, 10/19/05, 12/26/06, 01/25/13

SUBJECT: COMMUNICATIONS/RESPONSE: Radio Communications

PURPOSE: To establish guidelines for personnel who will use the radio for communications

OBJECTIVE: To provide a uniform professional means of communicating over radio frequencies

1. Department radio operators should operate the base radio whenever possible. If no department radio operator is available, the first firefighter to enter station, after all the responding apparatus have left, is to perform the radio operator's duties.
2. Radio operators should sign on the air using the department name and state the military time thus informing Genesee Central Dispatch that radio traffic is now being handled by the SCAFD. The radio operator will then switch to the assigned talk group and announce they're on the air status.
3. The radio operator should then transmit the following information as well as any other pertinent information:
  - A. directions to the incident location
  - B. nearest water source if applicable
  - C. notify all responding units if the incident location is commercial or industrial building if not already known
  - D. notify all responding units of any known hazards that may be on file or in the computer
  - E. notify all responding units of any other known pertinent information
4. The radio operator shall maintain an accurate radio log to include all radio transmissions as follows:
  - A. apparatus or individual calling
  - B. who the message is directed to
  - C. record the complete message
  - D. time and date of all messages
  - E. initial each entry into the radio log
5. Radio operators should always speak in a professional, clear, calm voice, keeping the message as short as possible while repeating all pertinent information. CB language and profanity are prohibited.
6. No more than three (3) department personnel shall be in the radio room during an incident. Background noise should be kept to a minimum.
7. No ~~smoking~~ **tobacco product usage** is allowed in the radio room.
8. All personnel should report to the appropriate radio operator when they arrive at the station, thus the radio operator will be aware of all available personnel. An officer or senior firefighter shall call to inform the radio operator of available personnel at their respective station.
9. Radio operators should repeat, and abbreviate when possible, all transmissions received to insure that the message was received correctly.

SOG609

~~12/06~~ 01/13

Page 1/9

10. Radio operators shall sign off the air after all apparatus have returned to their respective stations.
9. Radio operators shall be responsible to insure that all department personnel that have participated in any incident have been logged in and logged out after all units are returned to service and available for another incident. This will be coordinated with each station and the time will depend on each stations time requirements for placing their equipment back in service. (Each stations time out time could possibly be different).
10. Department personnel are not to telephone the radio operator during an emergency incident to inform the radio operator why they are not responding to the station.
11. ***Usage of Clayton Township and Swartz Creek Police proprietary talkgroups shall only be utilized to contact the respective police departments as it relates to incidents requiring their assistance or when Genesee Central Dispatch is too busy to contact the necessary on-duty officer. Police proprietary talkgroups may also be utilized during non-emergency situations when all other conventional means of contact are not available.***
12. In addition to the above listed Guideline, the Genesee County Fire Chiefs Association SOG #92-1 (attached) shall be adhered to as part of this SOG.

**AGENCY: Genesee County Association of Fire Chief's**

Effective 04-15-92

Revised 04-21-11

Review 04-21-14

**SUBJECT: Radio Communications 92-1**

**SCOPE**

This guideline shall apply to all Genesee County fire departments and dispatch systems that have access to all radio frequencies that are authorized and in use within Genesee County emergency dispatch and alarm network systems.

**PURPOSE**

The Genesee County Association of Fire Chief's recognizes that the manner in which radio communications are handled is often the measure of the efficiency of an organization and the attitude of the organizations individual membership.

The observance of some basic radio protocols and rules will expedite communications and improve the working relationship among all radio dispatch and alarm systems.

Application of the general protocols and rules outlined within this guideline will lead to a more professional performance.

**GENERAL RADIO PROTOCOL**

Radio usage during an emergency situation is not always a consistent flow of information. Before using the radio for any transmission, everyone shall make certain that the channel they wish to transmit on is clear. A request for "air time" is to be made before any tones or information is transmitted, when not involving an emergency incident, thus avoiding interruption of the emergency operation that may already be in progress.

Radio operations require the simple organization of the individual's thoughts before attempting transmission. Doing this will eliminate confusion and wasted time.

All transmissions should be brief, to the point, and avoid lengthy descriptions and unnecessary messages. Accuracy, brevity, and speed are all important, however, they should also be considered in that order.

The operator should speak distinctly and pronounce words carefully, speaking at a moderate rate, using a normal conversational tone of voice with natural emphasis and rhythm. Messages should be spoken in phrases and not one word at a time.

Operators should make sure the microphone switch is fully depressed and pause briefly before starting to speak. Mobile microphones should be held close to, but not touching the mouth. Speak directly into the microphone and at a conversational level. Do not shout.

The operators should always use official titles, unit designation numbers, or equipment designations and/or locations for all transmissions, to identify to whom they are directing their communication.

The use of ten (10) codes is not authorized for fire communications, thus avoiding potential confusion with unit and personnel identification. Military jargon shall not be used. Only clear text shall be used for all radio communications.

SOG609

~~12/06~~ 01/13

Page 3/9

During all radio operations, operators shall remain calm, and avoid uncivil, abusive, derogatory, or sarcastic remarks or language. Operators when faced with this type of situation shall maintain control, and not attempt retaliation, but proceed with normal communication activities.

## FIRE PAGING AND TALK GROUP USAGE

Fire paging (154.145) shall be used exclusively for the following:

- Dispatch of alarms from Central Dispatch, Mundy Twp. or Flint Township.
- County-wide announcements
- Pager tests
- Weather alerts
- Tests of the weather sirens, the first Saturday of the month at 1300 hours March - November.

The 800 MHz talk groups **shall** be used as follows:

Fire main (**25F911**) will be used for:

- Dispatching fire departments;
- Communications between Central Dispatch and fire officers, apparatus and department base radios;
- Unit response communication with Central Dispatch shall be limited to (first unit enroute to the scene, first unit on scene, base radio on the air, base radio off the air);
- No unit to unit communications will take place on this talk group.

Fire ground talk groups (**25FG2 thru 25FG10**) will be assigned to an incident by Central at the time of dispatch and will be used for:

- **All** communications by **all** departments responding to that incident (units checking enroute, units checking on scene, directions to the scene or instruction to responding units, tactical assignments, unit cancellation, etc.).
- The assigned fire ground will also be on the CAD dispatch.

Recommended procedure:

- Set all radios to scan Fire Main.
- First unit going to the scene checks enroute with Central Dispatch on Fire Main, then goes to the assigned fire ground.
- All other units will immediately go to the assigned fire ground talk group, and check enroute on the assigned fire ground talk group.
- Base radio will sign on the air with Central Dispatch on Fire Main and then immediately go to the assigned fire ground talk group.
- When the incident is terminated the Incident Commander will notify Central Dispatch on Fire Main.
- All units stay on the assigned fire ground talk group until the incident is terminated and the base radio signs off the air with Central Dispatch.

Department proprietary talk groups (**i.e. 25F21 – Atlas Twp**)

- A department's proprietary talk group used by the assigned department for interdepartmental communications as they determine. This will include all non-emergency communications between fire officers, apparatus and department base radios.
- The departments proprietary talk group will be used for all single department responses to weather related incidents, including but not limited to trees down, wires down and arcing wires. Fire ground talk groups will not be assigned for weather related incidents unless mutual aid is involved.

SOG609

~~12/06~~ 01/13

Page 4/9

County special event talk groups (**25SPE1 thru 25SPEV3**) will be assigned for use by Central Dispatch.

Scene specific analog talk groups (**ITAC1 and ITAC2**) may be used for fire ground operations in the direct mode as needed.

Coordinator talk groups (**25FCOD1 and 25COD2**) will be used:

- For communication between responding units and Coordination Center (enroute, on scene, released and returning to the station, instructions or directions for responding units).
- Coordinator talk groups will also be used for communication between coordinators at a coordinated incident.

Recommended Procedure:

- Set all radios to scan Fire Main.
- All units responding to the coordinated incident immediately go to 25COD1.
- Check enroute with Coordination Center on 25COD1
- Stay on 25COD1 until you arrive on scene.
- Check on scene with Coordination Center on 25COD1.
- Go to incident fire ground talk group or other talk group as instructed.
- Stay on the assigned fire ground talk group or other assigned talk group until released from the scene or sent to staging or rehab. Return to coordination talk group (25COD1).

Special operations talk groups (**25SPO1 and 25SPO2**) will be assigned for use by Central Dispatch.

Emergency Management talk groups (**25EMER1 and 25EMER2**) will be assigned for use by Central Dispatch.

EMS talk groups (**25EMS1 and 25EMS2**) will be used as assigned by Central Dispatch.

The County Common talk group (**25COM**) will be used for:

- Communications between agencies as assigned by Central Dispatch
- The talk group will be in every radio on the Genesee County 800 MHz system.

The Statewide Communications talk group (**STATW3**) may be used by any user to communicate with Central Dispatch from anywhere in the State of Michigan. (This channel may not be immediately monitored)

Private calls are discouraged due to the resulting trunking system inefficiency. Use of cell phones is preferred over a private call to keep a channel from being tied up on the private call.

## **DISPATCH AND RADIO PROTOCOLS**

Central Dispatch will dispatch all fire calls according to this recommended operating guideline. (In the event of a system failure, Mundy Twp and/or Flint Twp will be used as a back-up)

The appropriate fire department(s) will be dispatched using the county fire paging frequency 154.145. The dispatcher shall give the following information one time on the paging frequency (154.145):

- Name of fire department(s) being dispatched-
- The type of incident
- The address or location of the incident
- The assigned fire ground or Coordinator talk group

All communications related to an incident will remain on the assigned fire ground talk group, except that the Incident Commander will use the Fire Main, talk group (25F911) to initiate communications with Central Dispatch. Central Dispatch will use the assigned fire ground talk group to contact the Incident Commander. Doing this will not require the IC or Central Dispatch to monitor more than one talk group.

### **CALLING MAYDAY**

All crews working inside a structure will have at least one portable radio set on the assigned fire ground talk group.

A MAYDAY shall be declared by personnel for any sudden life-threatening occurrence that may injure, trap, disorient or distress emergency personnel during an emergency incident. Witnesses to the event shall declare a MAYDAY, if one is not made by those directly involved. Specific examples that warrant a MAYDAY include:

- Fall through roof/floor
- Building collapse
- Activated pass alarm/low air alarm
- Caught in flashover or backdraft
- Lost with no line/direction out
- Trapped

To declare a MAYDAY the firefighter will activate their emergency alert button on their portable radio and transmit, "MAYDAY, MAYDAY, MAYDAY". The person transmitting the MAYDAY will provide the following information:

- Location
- Unit number
- Name
- Assignment
- Resources needed

This distressed firefighter shall activate his pass alarm.

Upon receipt of a MAYDAY, Command shall order all personnel to cease radio traffic on the assigned fire ground talk group. The fire ground talk group will be kept open to communication with the distressed personnel. Command will designate one person to monitor the fire ground talk group and monitor progress in locating the distressed personnel. Command shall request a second fire ground talk group for incident operations.

Once the distressed personnel are located and removed from danger, Command will order the emergency alert button reset and notify dispatch that the MAYDAY is cancelled.

If an emergency alert is transmitted. Command shall treat it as a MAYDAY, until proven otherwise.

### **COMMUNICATION RESPONSIBILITIES FOR EMERGENCY DISPATCH AND ALARM NETWORK SYSTEMS**

The primary emergency dispatch center is Genesee Central Dispatch and the back-up emergency dispatch center is Flint Township and coordination dispatch center is Mundy Township Station 2.

Genesee Central will dispatch the appropriate fire department to the emergency incident upon receiving a call through the 9-1-1 emergency phone system. The dispatcher will continue to monitor the frequency, receive communications as necessary, and relay information as required.

The Mundy Township radio alarm network shall be placed in operation when a request for emergency coordinators assistance system has been received. (See ROG 91-1 Emergency Coordination).

Genesee Central will provide, upon request of the incident commander, additional assistance in notification of various agencies as follows:

- Consumer's Energy and other utilities.
- The Genesee County Road Commission.
- The Department of Natural Resources.
- Michigan State Police, Fire Investigator.
- Police agencies.
- Emergency medical service agencies.
- Genesee County Office of Emergency Management.
- Other response agencies as required or requested.
- Mutual aid requests.

Provide countywide announcements at 1800 hours upon request and authorization of the department fire chief. Countywide announcements shall consist of the following information:

- Firefighter deaths;
- Countywide training announcements;
- Other information of a county-wide nature that time would not allow notification through normal departmental procedures.
- Countywide training announcements at a time other than 1800 will be done at the request of the training committee chairman. (i.e.) academy class cancelled due to sever weather.

Provide announcements of emergencies that are of a county-wide emergency or requirement, including:

- Severe thunderstorm warning;
- Tornado watch or warning;
- Flood watch or warning;
- Heavy snow warning;
- Activation of the county coordinator emergency system.

If during the weather warning time period more information becomes available, additional updates will be broadcast without reactivation of the countywide tones. All personnel should switch their receivers to the monitor mode to receive weather updates.

Mundy Township Station #2 will be under the control of the county coordinators during a county emergency coordination incident, and shall become the coordination center.

#### **RADIO PROCECURE FOR SITE TRUNKING**

**In the event radio's go into "site trunking" communications on Fire Ground channels may not be possible. All departments should have their radio's set to direct mode for the ITAC channels.**

To do this, while the radio is ON turn your channel selector to an ITAC channel. Once selected press the small button on the side of your radio with two dots on it, this will be located above the push to talk button. Once pressed you should see a I+I symbol above the TAC channel. This should be done for both ITAC1 and ITAC2. Once the symbol is displayed those channels will be set in direct mode.

In the event radio's go into "site trunking" On scene communications take place on ITAC1. In the event communication is needed with the 911 center attempts should be made in the following order:

1. Fire Main
2. ITAC
3. 25COM
4. Cell Phone

## **RESPONSIBILITIES FOR THE BASE STATION RADIO OPERATION FOR INDIVIDUAL FIRE DEPARTMENTS**

Base station radios are to "sign on the air" with fire dispatch at the beginning of emergency operations, and are to "sign off the air" at the conclusion of all emergency operations by department name.

Base station radios are to assist the incident commander by providing or conveying pertinent information relating to the emergency incident when requested.

During weather related incidents the department base radio will monitor Fire Main (25F911) and receive additional calls and relay them to units in the field. Calls received while a department's base radio is on the air will not be pager dispatched, only radio dispatched.

Base station radios shall relay information as requested by the incident commander to Genesee Central.

All mutual aid units, when responding to a mutual aid request, may only communicate with their base radios on their proprietary talk group. They shall only communicate with the base radio of the department they are to assist on the assigned fire ground talk group, or on either COD1 or COD 2 talk group with the coordinators at Mundy Township, if responding to an emergency coordination incident.

## **RESPONSIBILITIES OF AMATEUR RADIO EMERGENCY SERVICES (ARES)**

The Amateur Radio Emergency Service (ARES) will provide backup radio communications should all other radio communication systems fail. ARES will operate under the direct supervision of Incident Command Staff Officers and Fire Coordinators. All ARES personnel operating on an incident scene will be assigned to a fire officer or fire coordinator and will work under their direction. ARES personnel not assigned shall report to the incident staging area and remain there until assigned by a fire officer or fire coordinator.

## **ENFORCEMENT**

The Genesee County Association of Fire Chiefs shall provide for the monitoring of the frequencies as required by this operating guideline, where corrective action is required or considered necessary, the parties concerned shall submit the facts and circumstances in writing to the Genesee County Association of Fire Chiefs Radio Committee for disposition.

The final sanctions shall rest with the Genesee County Association of Fire Chiefs.



**Genesee County Association of Fire Chiefs  
Radio Protocol Short List**

**Fire main Talk Group (25F911)**

Dispatching fire departments

Communication with Central Dispatch (enroute, on-scene, base on the air)

**No** truck-to-truck, truck to base, officer to truck or base communications on this talk group

**Fire Ground Talk Groups (25FG2-25FG10)**

Assigned by Central Dispatch

All communication between responding units to an incident and as well as their base radios (directions or instructions to responding units, tactical assignments, unit cancellation, etc.)

**Department Proprietary Talk Group i.e., 25F21 Atlas Twp.**

All intra-departmental communications

**Coordination 25FCOD1, 25FCOD2**

Communication between responding units and Coordination Center at Mundy Twp. (enroute, on-scene, released and returning to the station, instructions or directions for responding units)

Communication between coordinators at a coordinated incident

**Recommended Procedure**

Set all radios to scan Fire Main and Proprietary Talk Group

Check enroute with Central Dispatch on Fire Main

Immediately go to the assigned fire ground talk group

Base radio sign on the air with Central Dispatch and immediately go to the assigned fire ground talk group

Check on scene with base radio on assigned fire ground talk group or Central Dispatch on Fire main, then go back to assigned Fire Ground Talk Group

Stay on the assigned fire ground talk group until the incident is terminated and your base radio signs off the air with Central Dispatch.

**Recommended Procedure-Coordinated Incident**

Set all radios to scan Fire Main and Proprietary Talk Group

Check enroute with Coordination Center at Mundy Twp on 25FCOD1

Stay on COD1 until you arrive on scene

Check on scene with Coordination Center on COS1

Go to incident fire ground talk group or other talk group as instructed

Stay on the assigned fire ground talk group or other assigned talk group until released from the scene

Once cleared to return to your station, notify the Coordination Center that you are returning on talk group COD1

Stay on COD1 until you arrive back at your station or Coordination is terminated

GUIDELINE: #609

ADOPTED: October 23, 1988

REVIEWED: 01/17/13

REVISED: 04/10/92, 05/05/92, 07/28/99, 08/10/99, 10/07/02, 10/19/05, 12/26/06, 01/25/13

SUBJECT: COMMUNICATIONS/RESPONSE: Radio Communications

PURPOSE: To establish guidelines for personnel who will use the radio for communications

OBJECTIVE: To provide a uniform professional means of communicating over radio frequencies

1. Department radio operators should operate the base radio whenever possible. If no department radio operator is available, the first firefighter to enter station, after all the responding apparatus have left, is to perform the radio operator's duties.
2. Radio operators should sign on the air using the department name and state the military time thus informing Genesee Central Dispatch that radio traffic is now being handled by the SCAFD. The radio operator will then switch to the assigned talk group and announce they're on the air status.
3. The radio operator should then transmit the following information as well as any other pertinent information:
  - A. directions to the incident location
  - B. nearest water source if applicable
  - C. notify all responding units if the incident location is commercial or industrial building if not already known
  - D. notify all responding units of any known hazards that may be on file or in the computer
  - E. notify all responding units of any other known pertinent information
4. The radio operator shall maintain an accurate radio log to include all radio transmissions as follows:
  - A. apparatus or individual calling
  - B. who the message is directed to
  - C. record the complete message
  - D. time and date of all messages
  - E. initial each entry into the radio log
5. Radio operators should always speak in a professional, clear, calm voice, keeping the message as short as possible while repeating all pertinent information. CB language and profanity are prohibited.
6. No more than three (3) department personnel shall be in the radio room during an incident. Background noise should be kept to a minimum.
7. No tobacco product usage is allowed in the radio room.
8. All personnel should report to the appropriate radio operator when they arrive at the station, thus the radio operator will be aware of all available personnel. An officer or senior firefighter shall call to inform the radio operator of available personnel at their respective station.
9. Radio operators should repeat, and abbreviate when possible, all transmissions received to insure that the message was received correctly.

SOG609

01/13

Page 1/9

10. Radio operators shall sign off the air after all apparatus have returned to their respective stations.
9. Radio operators shall be responsible to insure that all department personnel that have participated in any incident have been logged in and logged out after all units are returned to service and available for another incident. This will be coordinated with each station and the time will depend on each stations time requirements for placing their equipment back in service. (Each stations time out time could possibly be different).
10. Department personnel are not to telephone the radio operator during an emergency incident to inform the radio operator why they are not responding to the station.
11. Usage of Clayton Township and Swartz Creek Police proprietary talkgroups shall only be utilized to contact the respective police departments as it relates to incidents requiring their assistance or when Genesee Central Dispatch is too busy to contact the necessary on-duty officer. Police proprietary talkgroups may also be utilized during non-emergency situations when all other conventional means of contact are not available.
12. In addition to the above listed Guideline, the Genesee County Fire Chiefs Association SOG #92-1 (attached) shall be adhered to as part of this SOG.

**AGENCY: Genesee County Association of Fire Chief's**

Effective 04-15-92

Revised 04-21-11

Review 04-21-14

**SUBJECT: Radio Communications 92-1**

**SCOPE**

This guideline shall apply to all Genesee County fire departments and dispatch systems that have access to all radio frequencies that are authorized and in use within Genesee County emergency dispatch and alarm network systems.

**PURPOSE**

The Genesee County Association of Fire Chief's recognizes that the manner in which radio communications are handled is often the measure of the efficiency of an organization and the attitude of the organizations individual membership.

The observance of some basic radio protocols and rules will expedite communications and improve the working relationship among all radio dispatch and alarm systems.

Application of the general protocols and rules outlined within this guideline will lead to a more professional performance.

**GENERAL RADIO PROTOCOL**

Radio usage during an emergency situation is not always a consistent flow of information. Before using the radio for any transmission, everyone shall make certain that the channel they wish to transmit on is clear. A request for "air time" is to be made before any tones or information is transmitted, when not involving an emergency incident, thus avoiding interruption of the emergency operation that may already be in progress.

Radio operations require the simple organization of the individual's thoughts before attempting transmission. Doing this will eliminate confusion and wasted time.

All transmissions should be brief, to the point, and avoid lengthy descriptions and unnecessary messages. Accuracy, brevity, and speed are all important, however, they should also be considered in that order.

The operator should speak distinctly and pronounce words carefully, speaking at a moderate rate, using a normal conversational tone of voice with natural emphasis and rhythm. Messages should be spoken in phrases and not one word at a time.

Operators should make sure the microphone switch is fully depressed and pause briefly before starting to speak. Mobile microphones should be held close to, but not touching the mouth. Speak directly into the microphone and at a conversational level. Do not shout.

The operators should always use official titles, unit designation numbers, or equipment designations and/or locations for all transmissions, to identify to whom they are directing their communication.

The use of ten (10) codes is not authorized for fire communications, thus avoiding potential confusion with unit and personnel identification. Military jargon shall not be used. Only clear text shall be used for all radio communications.

SOG609

01/13

Page 3/9

During all radio operations, operators shall remain calm, and avoid uncivil, abusive, derogatory, or sarcastic remarks or language. Operators when faced with this type of situation shall maintain control, and not attempt retaliation, but proceed with normal communication activities.

## FIRE PAGING AND TALK GROUP USAGE

Fire paging (154.145) shall be used exclusively for the following:

- Dispatch of alarms from Central Dispatch, Mundy Twp. or Flint Township.
- County-wide announcements
- Pager tests
- Weather alerts
- Tests of the weather sirens, the first Saturday of the month at 1300 hours March - November.

The 800 MHz talk groups **shall** be used as follows:

Fire main (**25F911**) will be used for:

- Dispatching fire departments;
- Communications between Central Dispatch and fire officers, apparatus and department base radios;
- Unit response communication with Central Dispatch shall be limited to (first unit enroute to the scene, first unit on scene, base radio on the air, base radio off the air);
- No unit to unit communications will take place on this talk group.

Fire ground talk groups (**25FG2 thru 25FG10**) will be assigned to an incident by Central at the time of dispatch and will be used for:

- **All** communications by **all** departments responding to that incident (units checking enroute, units checking on scene, directions to the scene or instruction to responding units, tactical assignments, unit cancellation, etc.).
- The assigned fire ground will also be on the CAD dispatch.

Recommended procedure:

- Set all radios to scan Fire Main.
- First unit going to the scene checks enroute with Central Dispatch on Fire Main, then goes to the assigned fire ground.
- All other units will immediately go to the assigned fire ground talk group, and check enroute on the assigned fire ground talk group.
- Base radio will sign on the air with Central Dispatch on Fire Main and then immediately go to the assigned fire ground talk group.
- When the incident is terminated the Incident Commander will notify Central Dispatch on Fire Main.
- All units stay on the assigned fire ground talk group until the incident is terminated and the base radio signs off the air with Central Dispatch.

Department proprietary talk groups (**i.e. 25F21 – Atlas Twp**)

- A department's proprietary talk group used by the assigned department for interdepartmental communications as they determine. This will include all non-emergency communications between fire officers, apparatus and department base radios.
- The departments proprietary talk group will be used for all single department responses to weather related incidents, including but not limited to trees down, wires down and arcing wires. Fire ground talk groups will not be assigned for weather related incidents unless mutual aid is involved.

County special event talk groups (**25SPE1 thru 25SPEV3**) will be assigned for use by Central Dispatch.

Scene specific analog talk groups (**ITAC1 and ITAC2**) may be used for fire ground operations in the direct mode as needed.

Coordinator talk groups (**25FCOD1 and 25COD2**) will be used:

- For communication between responding units and Coordination Center (enroute, on scene, released and returning to the station, instructions or directions for responding units).
- Coordinator talk groups will also be used for communication between coordinators at a coordinated incident.

Recommended Procedure:

- Set all radios to scan Fire Main.
- All units responding to the coordinated incident immediately go to 25COD1.
- Check enroute with Coordination Center on 25COD1
- Stay on 25COD1 until you arrive on scene.
- Check on scene with Coordination Center on 25COD1.
- Go to incident fire ground talk group or other talk group as instructed.
- Stay on the assigned fire ground talk group or other assigned talk group until released from the scene or sent to staging or rehab. Return to coordination talk group (25COD1).

Special operations talk groups (**25SPO1 and 25SPO2**) will be assigned for use by Central Dispatch.

Emergency Management talk groups (**25EMER1 and 25EMER2**) will be assigned for use by Central Dispatch.

EMS talk groups (**25EMS1 and 25EMS2**) will be used as assigned by Central Dispatch.

The County Common talk group (**25COM**) will be used for:

- Communications between agencies as assigned by Central Dispatch
- The talk group will be in every radio on the Genesee County 800 MHz system.

The Statewide Communications talk group (**STATW3**) may be used by any user to communicate with Central Dispatch from anywhere in the State of Michigan. (This channel may not be immediately monitored)

Private calls are discouraged due to the resulting trunking system inefficiency. Use of cell phones is preferred over a private call to keep a channel from being tied up on the private call.

## **DISPATCH AND RADIO PROTOCOLS**

Central Dispatch will dispatch all fire calls according to this recommended operating guideline. (In the event of a system failure, Mundy Twp and/or Flint Twp will be used as a back-up)

The appropriate fire department(s) will be dispatched using the county fire paging frequency 154.145. The dispatcher shall give the following information one time on the paging frequency (154.145):

- Name of fire department(s) being dispatched-
- The type of incident
- The address or location of the incident
- The assigned fire ground or Coordinator talk group

All communications related to an incident will remain on the assigned fire ground talk group, except that the Incident Commander will use the Fire Main, talk group (25F911) to initiate communications with Central Dispatch. Central Dispatch will use the assigned fire ground talk group to contact the Incident Commander. Doing this will not require the IC or Central Dispatch to monitor more than one talk group.

### **CALLING MAYDAY**

All crews working inside a structure will have at least one portable radio set on the assigned fire ground talk group.

A MAYDAY shall be declared by personnel for any sudden life-threatening occurrence that may injure, trap, disorient or distress emergency personnel during an emergency incident. Witnesses to the event shall declare a MAYDAY, if one is not made by those directly involved. Specific examples that warrant a MAYDAY include:

- Fall through roof/floor
- Building collapse
- Activated pass alarm/low air alarm
- Caught in flashover or backdraft
- Lost with no line/direction out
- Trapped

To declare a MAYDAY the firefighter will activate their emergency alert button on their portable radio and transmit, "MAYDAY, MAYDAY, MAYDAY". The person transmitting the MAYDAY will provide the following information:

- Location
- Unit number
- Name
- Assignment
- Resources needed

This distressed firefighter shall activate his pass alarm.

Upon receipt of a MAYDAY, Command shall order all personnel to cease radio traffic on the assigned fire ground talk group. The fire ground talk group will be kept open to communication with the distressed personnel. Command will designate one person to monitor the fire ground talk group and monitor progress in locating the distressed personnel. Command shall request a second fire ground talk group for incident operations.

Once the distressed personnel are located and removed from danger, Command will order the emergency alert button reset and notify dispatch that the MAYDAY is cancelled.

If an emergency alert is transmitted. Command shall treat it as a MAYDAY, until proven otherwise.

### **COMMUNICATION RESPONSIBILITIES FOR EMERGENCY DISPATCH AND ALARM NETWORK SYSTEMS**

The primary emergency dispatch center is Genesee Central Dispatch and the back-up emergency dispatch center is Flint Township and coordination dispatch center is Mundy Township Station 2.

Genesee Central will dispatch the appropriate fire department to the emergency incident upon receiving a call through the 9-1-1 emergency phone system. The dispatcher will continue to monitor the frequency, receive communications as necessary, and relay information as required.

The Mundy Township radio alarm network shall be placed in operation when a request for emergency coordinators assistance system has been received. (See ROG 91-1 Emergency Coordination).

Genesee Central will provide, upon request of the incident commander, additional assistance in notification of various agencies as follows:

- Consumer's Energy and other utilities.
- The Genesee County Road Commission.
- The Department of Natural Resources.
- Michigan State Police, Fire Investigator.
- Police agencies.
- Emergency medical service agencies.
- Genesee County Office of Emergency Management.
- Other response agencies as required or requested.
- Mutual aid requests.

Provide countywide announcements at 1800 hours upon request and authorization of the department fire chief. Countywide announcements shall consist of the following information:

- Firefighter deaths;
- Countywide training announcements;
- Other information of a county-wide nature that time would not allow notification through normal departmental procedures.
- Countywide training announcements at a time other than 1800 will be done at the request of the training committee chairman. (i.e.) academy class cancelled due to sever weather.

Provide announcements of emergencies that are of a county-wide emergency or requirement, including:

- Severe thunderstorm warning;
- Tornado watch or warning;
- Flood watch or warning;
- Heavy snow warning;
- Activation of the county coordinator emergency system.

If during the weather warning time period more information becomes available, additional updates will be broadcast without reactivation of the countywide tones. All personnel should switch their receivers to the monitor mode to receive weather updates.

Mundy Township Station #2 will be under the control of the county coordinators during a county emergency coordination incident, and shall become the coordination center.

#### **RADIO PROCECURE FOR SITE TRUNKING**

**In the event radio's go into "site trunking" communications on Fire Ground channels may not be possible. All departments should have their radio's set to direct mode for the ITAC channels.**



To do this, while the radio is ON turn your channel selector to an ITAC channel. Once selected press the small button on the side of your radio with two dots on it, this will be located above the push to talk button. Once pressed you should see a I+I symbol above the TAC channel. This should be done for both ITAC1 and ITAC2. Once the symbol is displayed those channels will be set in direct mode.

In the event radio's go into "site trunking" On scene communications take place on ITAC1. In the event communication is needed with the 911 center attempts should be made in the following order:

1. Fire Main
2. ITAC
3. 25COM
4. Cell Phone

## **RESPONSIBILITIES FOR THE BASE STATION RADIO OPERATION FOR INDIVIDUAL FIRE DEPARTMENTS**

Base station radios are to "sign on the air" with fire dispatch at the beginning of emergency operations, and are to "sign off the air" at the conclusion of all emergency operations by department name.

Base station radios are to assist the incident commander by providing or conveying pertinent information relating to the emergency incident when requested.

During weather related incidents the department base radio will monitor Fire Main (25F911) and receive additional calls and relay them to units in the field. Calls received while a department's base radio is on the air will not be pager dispatched, only radio dispatched.

Base station radios shall relay information as requested by the incident commander to Genesee Central.

All mutual aid units, when responding to a mutual aid request, may only communicate with their base radios on their proprietary talk group. They shall only communicate with the base radio of the department they are to assist on the assigned fire ground talk group, or on either COD1 or COD 2 talk group with the coordinators at Mundy Township, if responding to an emergency coordination incident.

## **RESPONSIBILITIES OF AMATEUR RADIO EMERGENCY SERVICES (ARES)**

The Amateur Radio Emergency Service (ARES) will provide backup radio communications should all other radio communication systems fail. ARES will operate under the direct supervision of Incident Command Staff Officers and Fire Coordinators. All ARES personnel operating on an incident scene will be assigned to a fire officer or fire coordinator and will work under their direction. ARES personnel not assigned shall report to the incident staging area and remain there until assigned by a fire officer or fire coordinator.

## **ENFORCEMENT**

The Genesee County Association of Fire Chiefs shall provide for the monitoring of the frequencies as required by this operating guideline, where corrective action is required or considered necessary, the parties concerned shall submit the facts and circumstances in writing to the Genesee County Association of Fire Chiefs Radio Committee for disposition.

The final sanctions shall rest with the Genesee County Association of Fire Chiefs.

**Genesee County Association of Fire Chiefs  
Radio Protocol Short List**

**Fire main Talk Group (25F911)**

Dispatching fire departments

Communication with Central Dispatch (enroute, on-scene, base on the air)

**No** truck-to-truck, truck to base, officer to truck or base communications on this talk group

**Fire Ground Talk Groups (25FG2-25FG10)**

Assigned by Central Dispatch

All communication between responding units to an incident and as well as their base radios (directions or instructions to responding units, tactical assignments, unit cancellation, etc.)

**Department Proprietary Talk Group i.e., 25F21 Atlas Twp.**

All intra-departmental communications

**Coordination 25FCOD1, 25FCOD2**

Communication between responding units and Coordination Center at Mundy Twp. (enroute, on-scene, released and returning to the station, instructions or directions for responding units)

Communication between coordinators at a coordinated incident

**Recommended Procedure**

Set all radios to scan Fire Main and Proprietary Talk Group

Check enroute with Central Dispatch on Fire Main

Immediately go to the assigned fire ground talk group

Base radio sign on the air with Central Dispatch and immediately go to the assigned fire ground talk group

Check on scene with base radio on assigned fire ground talk group or Central Dispatch on Fire main, then go back to assigned Fire Ground Talk Group

Stay on the assigned fire ground talk group until the incident is terminated and your base radio signs off the air with Central Dispatch.

**Recommended Procedure-Coordinated Incident**

Set all radios to scan Fire Main and Proprietary Talk Group

Check enroute with Coordination Center at Mundy Twp on 25FCOD1

Stay on COD1 until you arrive on scene

Check on scene with Coordination Center on COS1

Go to incident fire ground talk group or other talk group as instructed

Stay on the assigned fire ground talk group or other assigned talk group until released from the scene

Once cleared to return to your station, notify the Coordination Center that you are returning on talk group COD1

Stay on COD1 until you arrive back at your station or Coordination is terminated

~~GUIDELINE: #610~~

~~ADOPTED: March 25, 1990~~

~~REVIEWED: 10/07/2002~~

~~REVISED: 04/12/1992~~

~~SUBJECT: COMMUNICATIONS/RESPONSE: Request for emergency assistance from the Swartz Creek Police or the Swartz Creek Department of Public Services~~

~~PURPOSE: To establish guidelines for requesting assistance from the Swartz Creek Police and/or Swartz Creek DPS when and immediate assistance is required at an emergency incident~~

~~OBJECTIVE: To provide for a correct GUIDELINE for notification of the Swartz Creek Police and/or DPS~~

- ~~1. The Swartz Creek Police and/or DPS shall provide EMERGENCY assistance to the department whenever requested on a 24-hour basis to:
  - ~~A. any location within the City of Swartz Creek~~
  - ~~B. within the city limits~~
  - ~~C. any location outside the city limits (i.e. Clayton Township, Flint Township, I-69, etc.) within a reasonable distance~~~~
- ~~2. All requests for EMERGENCY assistance MUST be made by the Incident Commander (IC).~~
- ~~3. Requests for EMERGENCY assistance OUTSIDE the city limits should only be made after the IC has determined that an IMMEDIATE EMERGENCY exists AND AFTER requests to other outside agencies (i.e. Genesee County Road Commission, private contractors, Michigan State Police, Genesee County Sheriff, etc.) have been attempted and those agencies are unable to provide the necessary assistance in a timely manner.~~
- ~~4. Notification to the Swartz Creek Police and/or DPS shall be made in the following manner:
  - ~~A. the IC shall notify the radio operator what agency to contact and specifically what assistance is required~~
  - ~~B. the highest ranking officer at the station shall notify the agency requested by the IC~~~~

## SOG TABLE OF CONTENTS

<u>ADMINISTRATIVE GUIDELINES:</u>	201 - Post Incident Analysis
	202 - Payroll Guidelines for On-Call Personnel
	203 - Parade/Activity Guidelines
	204 - Department Apparatus Usage (non-parade)
	205 - Turn Out Gear Restrictions
	206 - Designated Smoking and Non Smoking Areas
	207 - Grievances Guidelines
	208 - Sexual Harassment and Unwanted Conduct
	209 - Station Assignments
	210 - Dress Code
	211 - Computer and Internet Usage
	212 - Grant Equipment
	213 - Critical Incident Stress Debriefing
<u>SAFETY GUIDELINES:</u>	301 - Facial Hair
	302 - Personal Protective Equipment
	303 - Self Contained Breathing Apparatus
	304 - Safety Program
	305 - Medical Treatment - Injuries
	306 - Bloodborne Pathogens Guidelines
	307 - Hazard Communication Program
	308 - Fit & flow testing for SCBA equipment
	309 – Hose Testing
	310 – Lockout/Tagout Procedures

PERSONNEL GUIDELINES:

- 401 - Department Membership
- 402 - Applicant Processing
- 403 - Fire Fighter Orientation Program
- 404 - Probationary Firefighter Guidelines
- 405 - Firefighter I/II Certified Probationary Personnel
- 406 - Response Attendance Verification Requirements
- 407 - Training and Makeup Training Requirements
- 408 - Professional Memberships
- 409 - Medical Leave
- 410 - Personal Leave of Absence
- 411 - Apparatus **Pump** Operator Responsibilities
- 412 - Engineer Responsibilities
- 413 - Department Dress Uniform
- 414 - Performance Review Program
- 415 - Apparatus Rider Responsibilities
- 416 - Driver Licensing
- 417 - Apparatus Drivers' Training & Pump Operations
- 418 - Injury Protocol & Notification
- 419 - Alcohol and/or Controlled Substances Consumption
- 420 - Discipline
- 421 - Weapons
- 422 - Unassigned
- 423 - Personnel Driving Record Monitoring
- 424 - Safe Delivery of Newborn Infants
- 425 - Personally Owned Vehicle; Cost Reimbursement
- 426 - Alarm Attendance Percentage Requirements
- 427 - Mentor Program

FIREGROUND GUIDELINES:

- 501 - Incident Command
- 502 - Staging
- 503 - SCBA Area
- 504 - Emergency Incident Rehabilitation
- 505 - Hazardous Materials
- 506 - Confined Space
- 507 - Retreat Signal
- 508 - Small Fuel Spills/Vehicle Fluids
- 509 - Fire Cause/Origin Investigation
- 510 - Personnel Accountability
- 511 - Fireground Activities
- 512 - Grass Fire Operations
- 513 - Foam Application
- 514 - Rapid Intervention Team(s) (RIT)
- 515 - Bio Chemical Incident Response
- 516 - Extrication
- 517 - Power Lines Down
- 518 - Gas Leaks
- 519 - Ice and Water Rescue

- COMMUNICATIONS/RESPONSE:
- 601 - Personal Vehicle (POV)/Code Response
  - 602 - Apparatus Response - Apparatus Response Schedule
  - 603 - Mutual Aid Response
  - 604 - Apparatus Staffing (Manpower)
  - 605 - Multi-Casualty Incidents
  - 606 - Stations Operations during County Coordination
  - 607 - Weather Warning System Guidelines
  - 608 - Apparatus Accidents
  - 609 - Radio Communications
  - 610 - ~~Request for Assistance From Swartz Creek Police and/or  
DPS~~
  - 611 - Carbon Monoxide Detector Response
  - 612 - Bomb Threats
  - 613 - 800 MHZ Radio Usage
  - 614 - Road Incidents

## SOG TABLE OF CONTENTS

<u>ADMINISTRATIVE GUIDELINES:</u>	201 - Post Incident Analysis
	202 - Payroll Guidelines for On-Call Personnel
	203 - Parade/Activity Guidelines
	204 - Department Apparatus Usage (non-parade)
	205 - Turn Out Gear Restrictions
	206 - Designated Smoking and Non Smoking Areas
	207 - Grievances Guidelines
	208 - Sexual Harassment and Unwanted Conduct
	209 - Station Assignments
	210 - Dress Code
	211 - Computer and Internet Usage
	212 - Grant Equipment
	213 - Critical Incident Stress Debriefing
<u>SAFETY GUIDELINES:</u>	301 - Facial Hair
	302 - Personal Protective Equipment
	303 - Self Contained Breathing Apparatus
	304 - Safety Program
	305 - Medical Treatment - Injuries
	306 - Bloodborne Pathogens Guidelines
	307 - Hazard Communication Program
	308 - Fit & flow testing for SCBA equipment
	309 – Hose Testing
	310 – Lockout/Tagout Procedures

PERSONNEL GUIDELINES:

- 401 - Department Membership
- 402 - Applicant Processing
- 403 - Fire Fighter Orientation Program
- 404 - Probationary Firefighter Guidelines
- 405 - Firefighter I/II Certified Probationary Personnel
- 406 - Response Attendance Verification Requirements
- 407 - Training and Makeup Training Requirements
- 408 - Professional Memberships
- 409 - Medical Leave
- 410 - Personal Leave of Absence
- 411 - Pump Operator Responsibilities
- 412 - Engineer Responsibilities
- 413 - Department Dress Uniform
- 414 - Performance Review Program
- 415 - Apparatus Rider Responsibilities
- 416 - Driver Licensing
- 417 - Apparatus Drivers' Training & Pump Operations
- 418 - Injury Protocol & Notification
- 419 - Alcohol and/or Controlled Substances Consumption
- 420 - Discipline
- 421 - Weapons
- 422 - Unassigned
- 423 - Personnel Driving Record Monitoring
- 424 - Safe Delivery of Newborn Infants
- 425 - Personally Owned Vehicle; Cost Reimbursement
- 426 - Alarm Attendance Percentage Requirements
- 427 - Mentor Program

FIREGROUND GUIDELINES:

- 501 - Incident Command
- 502 - Staging
- 503 - SCBA Area
- 504 - Emergency Incident Rehabilitation
- 505 - Hazardous Materials
- 506 - Confined Space
- 507 - Retreat Signal
- 508 - Small Fuel Spills/Vehicle Fluids
- 509 - Fire Cause/Origin Investigation
- 510 - Personnel Accountability
- 511 - Fireground Activities
- 512 - Grass Fire Operations
- 513 - Foam Application
- 514 - Rapid Intervention Team(s) (RIT)
- 515 - Bio Chemical Incident Response
- 516 - Extrication
- 517 - Power Lines Down
- 518 - Gas Leaks
- 519 - Ice and Water Rescue



<u>COMMUNICATIONS/RESPONSE:</u>	601 - Personal Vehicle (POV)/Code Response
	602 - Apparatus Response - Apparatus Response Schedule
	603 - Mutual Aid Response
	604 - Apparatus Staffing (Manpower)
	605 - Multi-Casualty Incidents
	606 - Stations Operations during County Coordination
	607 - Weather Warning System Guidelines
	608 - Apparatus Accidents
	609 - Radio Communications
	610 - Unassigned
	611 - Carbon Monoxide Detector Response
	612 - Bomb Threats
	613 - 800 MHZ Radio Usage
	614 - Road Incidents

**2013**  
**Station 1**

**STATION I INVENTORY**

	<i>Est. Value</i>		<i>Est. Value</i>
<b>BAY</b>		<b>ENGINE 17</b>	
Firefighting Equipment	\$744.00	1979 4x4 COBRA	City
Building Equipment	\$14,256.00	V# CK1339B160091	owns this
		Loose Equipment	truck
			\$576.00
<b>ENGINE 11</b>	\$64,816.00	<b>CLOSET 9</b>	\$760.00
1998 Pierce Saber Pumper		<b>CLOSET 8</b>	\$500.00
V# 4P1CT02U2WA000242		<b>CLOSET 7</b>	\$136.00
Loose Equipment	\$24,025.00	<b>CLOSET 5</b>	\$1,460.00
<b>ENGINE 12</b>	\$21,750.00	<b>ISSUED EQUIPMENT</b>	\$16,582.00
1991 Pierce Lance Pumper		<b>RADIO ROOM</b>	
V# 4P1CT02D7MA000606		Furniture	\$110.00
Loose Equipment	\$10,802.00	Equipment	\$55.00
<b>ENGINE 16</b>	\$5,007.00	Radios	\$351.00
1990 Chevy Squad Truck		<b>DAY ROOM</b>	
V# 1GCKP32J813322061		Furniture	\$75.00
Loose Equipment	\$5,236.00	Equipment	\$160.00
<b>OFFICERS ROOM</b>		<b>CLERICAL OFFICE</b>	
Furniture	\$130.00	Furniture	\$75.00
Equipment	\$290.00	Equipment	\$190.00
<b>CHIEF'S OFFICE</b>			
Furniture	\$155.00		
Equipment	\$270.00		
Radios	\$10.00		

**2013**  
**Station 2**

**STATION 2 INVENTORY**

	<i>Est. Value</i>		<i>Est. Value</i>
<b>OFFICE</b>		<b>UNISEX ROOM</b>	
Furniture	\$160.00	Equipment	\$250.00
Equipment	\$75.00		
<b>DAY ROOM</b>		<b>RADIO ROOM</b>	
Furniture	\$335.00	Furniture	\$45.00
Equipment	\$105.00	Equipment	\$140.00
		Radios	\$335.00
<b>KITCHEN</b>		<b>ENGINE 21</b>	\$78,874.00
Equipment	\$45.00	1999 Pierce Saber Pumper	
		V# 491CT02U9XA001485	
<b>UTILITY ROOM</b>		Loose Equipment	\$18,065.00
Furniture	\$40.00		
Building Equipment	\$30.00	<b>TANKER 23</b>	\$8,575.00
Firefighting Equipment	\$286.00	1992 International 2654	
		V# 1HTGHPBT2NH426291	
<b>BAY</b>		Loose Equipment	\$1,048.00
Firefighting Equipment	\$353.00		
Building Equipment	\$452.00	<b>SQUAD 26</b>	\$3,402.00
<b>STORAGE ROOM</b>		1993 Chevrolet K 3500	
Equipment	\$270.00	V# 1GCHK33K2PJ397534	
Uniforms	\$699.00	Loose Equipment	\$651.00
<b>FURNACE ROOM</b>		<b>GRASS 27</b>	Township
Equipment	\$7.00	1979 Dodge 30 Mini Pumper	owns this
		V# W41GT95138438	truck
		Danko Skid Unit	\$14,000.00
		Loose Equipment	\$637.00



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.<sup>sm</sup>*

January 30, 2013

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

RE: Construction Engineering Services  
Morrish Road Bridge Improvements

Dear Mr. Bueche:

ROWE Professional Services Company is pleased to provide you with this construction engineering services proposal for improvements to the Morrish Road Bridge. The projected cost based on the low bid contractor's unit price is \$425,453.01 ROWE's budget for construction observation and contract administration totals \$70,931 (see attached fee breakdown). The billing will reflect the actual staff hours required during construction. ROWE will provide full time construction observation; MDOT required paperwork monitoring, preparation, and submittal; road base and bituminous density testing; in-plant beam inspections; concrete testing; contract administration; and coordination between the city, contractor, and property owners. The observer will complete all required MDOT paperwork with the use of the required "Field Manager" software.

We look forward to another successful project with the City of Swartz Creek. If you have any questions, relative to this proposal please contact me at (810)341-7500.

Sincerely,  
ROWE Professional Services Company

  
Louis P. Fleury, P.E.  
Project Manager

R:\sdsk\Proj\PROPOSAL\CU\swartz creek\morrish bridge ce proposal.docx

**City of Swartz Creek – Morrish Road Bridge Improvements  
Construction Engineering Fee Breakdown**

Construction Observation and Contract Administration (MDOT Local Agency) :

Construction Observer

Measure Contract Quantities		
Prepare Inspector Daily Reports (IDR's)		
Prepare record drawings of utility work		
Conduct Wage Rate Interviews		
Verify construction compliance with contract specifications		
Attend Progress Meetings	50 hours/week x 11 weeks @ \$92/hour	\$ 50,600

Construction Staking

Staking	20 hours @ \$144/hour	\$ 2,880
Calculations / Cut sheets	5 hours @ \$ 103/hour	\$ 515
<b>Staking Total</b>		<b>\$ 3,395</b>

Project Manager

Review contract documents		
Resolve contractor issues		
Attend Progress Meetings	4 hours/week x 11 weeks @ \$120/hour	\$ 5,280

Contract Administration

File setup		
Process pay estimates		
Review material certifications		
Review wage rates and payrolls		
Process contract modifications		
Verify work quantities with contractor		
Incorporate all field documentation into "field manager" files		
File review process with MDOT		
Process contractor evaluations		
Process final payment	4 hours/week x 16 weeks @ \$104/hour	\$ 6,656

Construction testing

Beam Testing		
Soil Testing		
Concrete air, slump, and strength testing		
Bituminous density testing		
Aggregate base density testing	1 LSUM	\$ 5,000

**Construction Engineering Total** **\$70,931**

## Paul Bueche

---

**From:** Lou Fleury [LFleury@rowepsc.com]  
**Sent:** Thursday, February 21, 2013 2:38 PM  
**To:** Paul Bueche  
**Subject:** Revised funding breakdown (to include p.e. costs)

Paul,  
 Below is a revised funding breakdown (which includes p.e.):

Grant: \$388,495.86  
City: \$137,476.91 (includes all local costs except consumers fee for 4 light poles)  
**Total \$525,972.77**

Breakdown of city costs:

C.E. /P.E.	100,519.76
CONSTRUCTION (5% OF PARTICIPATING COST)	20,447.15
<u>NON-PARTICIPATING COST</u>	<u>16,510*</u>
TOTAL	137,476.91

*\*does not include fee that will be charged by consumers for the light poles.  
 The budget as listed above is much less than estimated due to the fact that mdot is participating in a portion of the outside railing  
 (we anticipated this would be 100% city)*

Louis P. Fleury, P.E.  
 Project Manager

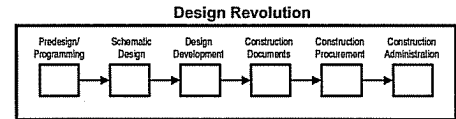


P. O. Box 3748  
 Flint, MI 48502  
*tel* 810.341.7500  
*fax* 810.341.7573  
*cell* 810.240.2414

*email* [LFleury@rowepsc.com](mailto:LFleury@rowepsc.com)

*Large Firm Resources. Personal Attention.*  
 SM

# Change in Service Request



**Project Name:** Swartz Creek - Morrish/I-69 WB Ramps Signal Warrant Analysis, Design, and Construction Engineering **Project Number:** 54576002

**TO:**

<b>Name:</b>	Paul Bueche, City Manager
<b>Address:</b>	8083 Civic Drive Swartz Creek, MI 48473-1498
<b>FAX/Email:</b>	810-635-2887 / pbueche@cityofswartzcreek.org

**PROPOSED CHANGE IN SCOPE PREVIOUSLY DESCRIBED IN [LETTER] [CONTRACT] DATED March 9, 2012 :**

Additional services required to date during either Task 1 or Task 2 stages of the overall project as noted below.

*Task 1 - Signal Warrant Analyses*

- A. In addition to the expected standard signal warrant analysis (at Morrish/I-69 westbound ramps), MDOT also insisted on full existing and future Synchro capacity analyses and model simulations, not only for the westbound ramps intersection but also for the currently "signalized" Morrish/I-69 eastbound ramps. Required extending traffic projections work to south side of interchange and with/without signal operation scenarios on that south side, and related additional coordination with MDOT.

*Task 2 - Design Documentation*

- A. Signing and revised pavement marking plans and specs required by MDOT
- B. Additional coordination with Rowe on an applicable base plan and related efforts to combining Rowe data with PAE/Meijer data and additional on-site survey to eventually develop an accurate signal drawing base (more detail in 2/07/13 email to you).
- C. Shop drawing submittal and approval required additional efforts to research and recreate an MDOT powder coating specification (for poles/arms black paint).
- D. Additional coordination resolving MDOT job number issue with MDOT inspector at the pole/arm manufacture's site.

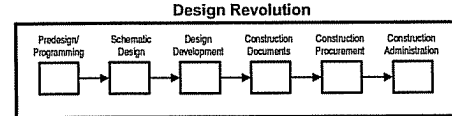
*Task 3 - Construction Engineering*

- A. Projected reduced efforts required due to up-front coordination with MDOT.

**IMPACT TO SCHEDULE:**

The contract time will be [increased] [decreased] by na calendar days.  
 The date for completion of all work will be: May 31, 2013 (date).  
 Other: some delays due to MDOT warrant study and design reviews and issues related to mast arm equipment paint specifications - goal is still full installation prior to anticipated Meijer Store opening in May.

# Change in Service Request



**Project Name:** Swartz Creek - Morrish/I-69 WB Ramps Signal Warrant Analysis, Design, and Construction Engineering **Project Number:** 54576002

**FEE INCREASE:**

Proposed Fee Increase.....	\$	10,230.00
Current Approved Contract Amount .....	\$	29,582.00
Proposed Revised Contract Amount.....	\$	39,812.00

If you agree to the above proposed scope change, please sign below and return this form via FAX to:

<b>Progressive Project Manager:</b>	Peter LaMourie
<b>FAX No/email:</b>	616-361-1493/lamourie@progressiveae.com

Thank you.

**AGREED TO BY:**

**CLIENT**

\_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Printed Name and Title)  
 \_\_\_\_\_  
 (Date)

**PROGRESSIVE AE**

*Pete LaMourie*  
 \_\_\_\_\_  
 (Signature)  
 PETER LAMOURIE LEAD ENGINEER  
 \_\_\_\_\_  
 (Printed Name and Title)  
 2/19/13  
 \_\_\_\_\_  
 (Date)



**Paul Bueche**

---

**From:** Pete LaMourie [lamourie@progressiveae.com]  
**Sent:** Thursday, February 07, 2013 3:20 PM  
**To:** Paul Bueche  
**Cc:** Ryan Minkus  
**Subject:** Morrish/I-69 WB ramps project

Paul;

Much of the current overrun on the budget can be attributed to additional services completed during the course of the project to date, but the real underlying issue is that I, as project manager, did not fully recognize those efforts and communicate those to you as they were occurring to obtain (hopefully) your approval. You and I did talk about a small additional services amount to set aside even before the initial warrant study tasks started, but that was not recognized in the proposal.

The cost overrun started out as far back as last Spring during the signal warrant analyses. In addition to the expected standard signal warrant analysis (at Morrish/I-69 WB ramps), MDOT also insisted on full existing and future Synchro capacity analyses and model simulations, not only for the westbound ramps intersection but also for the currently "signalized" Morrish/I-69 eastbound ramps. Such analyses and related additional coordination with MDOT were not part of the original scope. I may have communicated that to you off-hand back then, but never put a number to it.

In regards to the design phase, some of the additional effort was for having to do signing and pavement marking design sheets that we didn't account for in our original proposal (but should have). In addition to that, I asked Ryan to summarize how the design phase also ran into significantly higher efforts/cost than budgeted. His summary is below. I should note that back when we were having the survey base issue (in Ryan's summary), I was hesitant to bring that up with you given the city's close relationship with Rowe, but should have anyway.

In short, much of the additional work/cost is legitimate value added tasks. A small amount of it will reduce efforts that will be needed during the construction phase. I will call you to discuss further, and will also submit a Change of Service Request form that outlines additional tasks and costs in a more formal format (that I should have done one or more times over the past 9 months). In any case, we will be discounting the cost of the Construction phase to help bring the final number down.

By the way, a couple of other related items to note. MDOT changed their mind in January about the type of detection they want (their original Signal Design form stated they wanted loop detection) as they now want wireless puck detection. Ryan is making those and the other, minor plan and detail changes, along with a small maintenance of traffic spec they now want, and should have all the requested revised documents uploaded/submitted into MDOT system by tomorrow morning.

Thanks,

Pete

---

**From:** Ryan Minkus  
**Sent:** Thursday, February 07, 2013 12:25 PM  
**To:** Pete LaMourie  
**Subject:** RE: Project Detail Report for Project Manager: Peter LaMourie

Pete,

There was additional drafting time required for the project. Essentially, we started the project plans utilizing the CAD files that Rowe had provided to us. There was some additional correspondence back and forth to verify the accuracy of those drawings (mainly from you I think). We prepared a base plan for the soil borings, and it wasn't until I completed the field evaluation that we noticed there were some significant discrepancies between the CAD file we were provided, and the actual field conditions. A couple of the major issues were related to a power pole in the NW quadrant (it was further back from the curb than shown in CAD) and where guardrail was being used (again CAD showed it there, but in the field it was not).

Since this was the only CAD file Rowe could provide to us, we were forced to look at other avenues to obtain more accurate data for the design. Fortunately for us, we had done substantial survey work related to the Meijer site, and this did include survey of Morrish Road. Since most of that survey work was related to the site, there wasn't one complete file that had all the data in it that we required. As a result, we needed to blend a combination of 2 archived PAE survey files with the information that was valid from the Rowe file. This took additional CAD time that we hadn't initially planned for to make sure that everything matched up correctly.

Also the shop drawing submittal and approval process required substantially more effort than normal. In addition to having to track down and recreate the MDOT powder coating specification (which was later provided to us for our use), there was additional coordination time in trying to resolve the MDOT job number issue with the inspector at the manufacturing plant. All of this effort would have normally fallen under the construction end of the project (and maybe in hindsight, should have been tracked that was as well).

I had also mentioned yesterday about the new spec software, but it didn't appear from the accounting sheet that there was an inordinate amount of time there. We still have efforts related to the specs that need to be finished before bidding.

## **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>

---

**From:** Pete LaMourie  
**Sent:** Thursday, February 07, 2013 8:43 AM  
**To:** Ryan Minkus  
**Subject:** FW: Project Detail Report for Project Manager: Peter LaMourie

fyi

---

**From:** Christina Grimes [<mailto:grimesc@progressiveae.com>]  
**Sent:** Thursday, February 07, 2013 8:38 AM  
**To:** Pete LaMourie  
**Subject:** Project Detail Report for Project Manager: Peter LaMourie

Here you go Pete!

Confidentiality and Proprietary Rights Notice: This e-mail message and any attachments are considered the intellectual property of Progressive AE and are intended solely for the confidential viewing and use of the intended recipient and may be protected against use or disclosure under Federal and State laws. If you have received this message in error or are otherwise not an intended recipient, please immediately notify the sender and promptly delete this message and any attachments from your computer system.

# Project Detail

Monday, February 18, 2013

4:22:12 PM

Progressive AE

Job-to-Date through 12/31/2012

Estimate Overhead

	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
<b>Project Number: 54576002 Morrish/I-69 WB signal warrant &amp; design</b>						
Principal:		Percent Compl:		Compensation:	26,532.00	
Project Manager:	Peter LaMourie	Labor Pct Compl:		Consultant Fee:	6,050.00	
Client:	Swartz Creek, City of	Expense Pct Compl:		Reimburs Allow:		
Organization:	GRR:011	Start Date:	3/1/2012			
Status:	Active	Est Compl Date:				
Type:	Regular					

## Phase Number: 003 traffic and warrant analyses

Principal:		Percent Compl:		Compensation:	6,320.00	
Project Manager:	Peter LaMourie	Labor Pct Compl:		Consultant Fee:	1,550.00	
Client:	Swartz Creek, City of	Expense Pct Compl:		Reimburs Allow:		
Organization:	GRR:011	Start Date:	3/1/2012	Budgeted OH Rate:		
Status:	Active	Est Compl Date:		Multiplier/Amount:		
Type:	Regular	Unit Table:		Revenue Method:	B	

## Labor

### 011 Transportation Engineering

#### 000 General

F	0357	LaMourie, Peter	6/19/2012	.50	.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	6/21/2012	.25	.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	6/29/2012	.25	.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	7/5/2012	.25	.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	7/23/2012	.50	.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	7/24/2012	.50	.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	7/26/2012	.50	.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	8/1/2012	.25	.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	8/2/2012	.50	.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	8/3/2012	.25	.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	8/6/2012	1.00	1.00	41.93	41.93	145.00
F	0357	LaMourie, Peter	8/8/2012	.50	.50	20.97	20.97	72.50
Total for 0357				5.25	5.25	220.15	220.15	761.25
Total for 000				5.25	5.25	220.15	220.15	761.25

#### 002 Meetings

F	0568	Minkus, Ryan	8/2/2012	.50	.50	14.67	14.67	45.00
F	0568	Minkus, Ryan	8/6/2012	1.25	1.25	36.66	36.66	112.50
Total for 0568				1.75	1.75	51.33	51.33	157.50
Total for 002				1.75	1.75	51.33	51.33	157.50

#### 003 Correspondence / Proposals / Reports

* F	0357	LaMourie, Peter	2/27/2012	1.00	1.00	41.93	41.93	145.00
* F	0357	LaMourie, Peter	2/28/2012	1.00	1.00	41.93	41.93	145.00
* F	0357	LaMourie, Peter	3/1/2012	.50	.50	20.97	20.97	72.50
* F	0357	LaMourie, Peter	3/5/2012	1.00	1.00	41.93	41.93	145.00
* F	0357	LaMourie, Peter	3/6/2012	.25	.25	10.48	10.48	36.25
* F	0357	LaMourie, Peter	3/7/2012	1.00	1.00	41.93	41.93	145.00
* F	0357	LaMourie, Peter	3/8/2012	1.00	1.00	41.93	41.93	145.00
Total for 0357				5.75	5.75	241.10	241.10	833.75
F	0568	Minkus, Ryan	8/9/2012	4.50	4.50	131.99	131.99	405.00
F	0568	Minkus, Ryan	8/10/2012	3.00	3.00	87.99	87.99	270.00
F	0568	Minkus, Ryan	8/13/2012	2.00	2.00	58.66	58.66	180.00
Total for 0568				9.50	9.50	278.64	278.64	855.00
Total for 003				15.25	15.25	519.74	519.74	1,688.75

#### 006 Design

F	0568	Minkus, Ryan	8/7/2012	6.50	6.50	190.65	190.65	585.00
---	------	--------------	----------	------	------	--------	--------	--------

Estimate Overhead				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
F	0568	Minkus, Ryan	8/8/2012	6.75		6.75	197.98	197.98	607.50
Total for 0568				13.25		13.25	388.63	388.63	1,192.50
Total for 006				13.25		13.25	388.63	388.63	1,192.50
Total for Transportation Engineering				35.50		35.50	1,179.85	1,179.85	3,800.00
013 Administrative Assistance									
003 Correspondence / Proposals / Reports									
F	0775	Glynn, Shawn	4/19/2012	.50		.50	7.60	7.60	25.00
F	0775	Glynn, Shawn	4/20/2012	.75		.75	11.39	11.39	37.50
Total for 0775				1.25		1.25	18.99	18.99	62.50
Total for 003				1.25		1.25	18.99	18.99	62.50
Total for Administrative Assistance				1.25		1.25	18.99	18.99	62.50
<b>Total for Labor</b>				<b>36.75</b>		<b>36.75</b>	<b>1,198.84</b>	<b>1,198.84</b>	<b>3,862.50</b>
<b>Total for Overhead (Estimated)</b>								<b>1,918.14</b>	
<b>Total for Labor and Overhead</b>				<b>36.75</b>		<b>36.75</b>	<b>1,198.84</b>	<b>3,116.98</b>	<b>3,862.50</b>

**Expenses**

**Reimbursable Expenses**

Consultants

5665.05 Consultants- Reimb

F	AP 6359	4/24/2012	Invoice: 1301, 4/20/2012 / Traffic Data Collection					1,450.00	1,450.00
---	---------	-----------	--	--	--	--	--	----------	----------

Expenses

5110.00 Mileage

* T	MI SURVEY	5/25/2012	/ company truck / company truck					92.40	92.40
-----	-----------	-----------	---------------------------------	--	--	--	--	-------	-------

* T	MI SURVEY	5/25/2012	/ company truck / company truck					(92.40)	(92.40)
-----	-----------	-----------	---------------------------------	--	--	--	--	---------	---------

Total for 5110.00

5605.00 Postage

F	MI 20120817	8/17/2012	/ PAE Import / 1st Class Flat					1.10	1.10
---	-------------	-----------	-------------------------------	--	--	--	--	------	------

5620.00 Copies

F	PR 20120817	8/17/2012	/ PAE Import / Originals: 0 Copies: 48					4.80	4.80
---	-------------	-----------	--	--	--	--	--	------	------

Total for Expenses

**Total for Reimbursable Expenses**

**1,455.90 1,455.90**

**Total for Expenses**

**1,455.90 1,455.90**

**Total for 003**

**36.75 36.75 1,198.84 4,572.88 5,318.40**

**Financial Analysis**

Fee Billed	Consult. Billed	Reimb Billed	Other Billed	Total Billed	Revenue	Spent	Variance	Variance Pct	Fee:	7,870
Cur									Cur Rect:	
YTD									A/R:	
JTD	3,863	1,450	6	5,318	5,318	5,318			Unbilled:	
									Real Ratio:	1.00
									Rev Meth:	B

**Phase Number: 005 signal design**

Principal:		Percent Compl:		Compensation:	7,742.00
Project Manager:	Peter LaMourie	Labor Pct Compl:		Consultant Fee:	4,500.00
Client:	Swartz Creek, City of	Expense Pct Compl:		Reimburs Allow:	
Organization:	GRR:011	Start Date:	3/1/2012	Budgeted OH Rate:	
Status:	Active	Est Compl Date:		Multiplier/Amount:	
Type:	Regular	Unit Table:		Revenue Method:	B

**Labor**

011 Transportation Engineering

000 General

* F	0357	LaMourie, Peter	2/6/2012	.75		.75	31.45	31.45	108.75
-----	------	-----------------	----------	-----	--	-----	-------	-------	--------

* F	0357	LaMourie, Peter	2/7/2012	.50		.50	20.97	20.97	72.50
-----	------	-----------------	----------	-----	--	-----	-------	-------	-------

F	0357	LaMourie, Peter	3/12/2012	2.00		2.00	83.86	83.86	290.00
---	------	-----------------	-----------	------	--	------	-------	-------	--------

Project Detail				Job-to-Date through 12/31/2012			Monday, February 18, 2013 4:22:12 PM		
Estimate Overhead				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
F	0357	LaMourie, Peter	3/13/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	3/15/2012	1.00		1.00	41.93	41.93	145.00
F	0357	LaMourie, Peter	3/16/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	3/19/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	3/20/2012	1.00		1.00	41.93	41.93	145.00
F	0357	LaMourie, Peter	3/23/2012	1.00		1.00	41.93	41.93	145.00
F	0357	LaMourie, Peter	3/26/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	3/28/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	3/30/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	4/2/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	4/3/2012	6.00		6.00	251.58	251.58	870.00
F	0357	LaMourie, Peter	4/4/2012	2.00		2.00	83.86	83.86	290.00
F	0357	LaMourie, Peter	4/5/2012	2.00		2.00	83.86	83.86	290.00
F	0357	LaMourie, Peter	4/9/2012	2.00		2.00	83.86	83.86	290.00
F	0357	LaMourie, Peter	4/10/2012	2.50		2.50	104.83	104.83	362.50
F	0357	LaMourie, Peter	4/12/2012	2.00		2.00	83.86	83.86	290.00
F	0357	LaMourie, Peter	4/13/2012	5.00		5.00	209.65	209.65	725.00
F	0357	LaMourie, Peter	4/16/2012	4.50		4.50	188.69	188.69	652.50
F	0357	LaMourie, Peter	4/17/2012	3.00		3.00	125.79	125.79	435.00
F	0357	LaMourie, Peter	4/18/2012	4.00		4.00	167.72	167.72	580.00
F	0357	LaMourie, Peter	4/20/2012	1.50		1.50	62.90	62.90	217.50
F	0357	LaMourie, Peter	4/23/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	4/25/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	5/6/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	5/15/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	5/22/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	8/13/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	8/15/2012	1.00		1.00	41.93	41.93	145.00
F	0357	LaMourie, Peter	8/16/2012	1.25		1.25	52.41	52.41	181.25
F	0357	LaMourie, Peter	8/20/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	8/22/2012	1.00		1.00	41.93	41.93	145.00
F	0357	LaMourie, Peter	9/6/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	9/10/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	9/11/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	9/27/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	10/5/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	10/8/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	10/17/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	11/1/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	11/8/2012	1.00		1.00	41.93	41.93	145.00
F	0357	LaMourie, Peter	11/20/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	11/21/2012	.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	11/26/2012	.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	12/7/2012	.50		.50	20.97	20.97	72.50
Total for 0357				55.25		55.25	2,316.70	2,316.70	8,011.25
Total for 000				55.25		55.25	2,316.70	2,316.70	8,011.25
001 Administrative									
F	0568	Minkus, Ryan	10/16/2012	.50		.50	14.67	14.67	45.00
F	0568	Minkus, Ryan	12/7/2012	3.00		3.00	87.99	87.99	270.00
F	0568	Minkus, Ryan	12/18/2012	.50		.50	14.67	14.67	45.00
Total for 0568				4.00		4.00	117.33	117.33	360.00
Total for 001				4.00		4.00	117.33	117.33	360.00
002 Meetings									
F	0568	Minkus, Ryan	9/11/2012	.75		.75	22.00	22.00	67.50
F	0568	Minkus, Ryan	12/6/2012	2.00		2.00	58.66	58.66	180.00
Total for 0568				2.75		2.75	80.66	80.66	247.50
Total for 002				2.75		2.75	80.66	80.66	247.50
003 Correspondence / Proposals / Reports									

Project Detail				Job-to-Date through 12/31/2012			Monday, February 18, 2013 4:22:12 PM		
Estimate Overhead				Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
* F	0357	LaMourie, Peter	2/20/2012	1.00		1.00	41.93	41.93	145.00
* F	0357	LaMourie, Peter	2/21/2012	1.00		1.00	41.93	41.93	145.00
* F	0357	LaMourie, Peter	2/22/2012	.50		.50	20.97	20.97	72.50
* F	0357	LaMourie, Peter	2/24/2012	1.00		1.00	41.93	41.93	145.00
Total for 0357				3.50		3.50	146.76	146.76	507.50
* F	0568	Minkus, Ryan	3/7/2012	1.00		1.00	29.33	29.33	90.00
* F	0568	Minkus, Ryan	3/9/2012	1.50		1.50	44.00	44.00	135.00
F	0568	Minkus, Ryan	9/11/2012	.75		.75	22.00	22.00	67.50
F	0568	Minkus, Ryan	9/14/2012	.25		.25	7.33	7.33	22.50
F	0568	Minkus, Ryan	10/9/2012	1.00		1.00	29.33	29.33	90.00
F	0568	Minkus, Ryan	10/23/2012	.50		.50	14.67	14.67	45.00
F	0568	Minkus, Ryan	12/6/2012	2.50		2.50	73.33	73.33	225.00
F	0568	Minkus, Ryan	12/7/2012	1.50		1.50	44.00	44.00	135.00
F	0568	Minkus, Ryan	12/12/2012	1.50		1.50	44.00	44.00	135.00
F	0568	Minkus, Ryan	12/14/2012	1.25		1.25	36.66	36.66	112.50
F	0568	Minkus, Ryan	12/21/2012	.50		.50	14.67	14.67	45.00
Total for 0568				12.25		12.25	359.32	359.32	1,102.50
Total for 003				15.75		15.75	506.08	506.08	1,610.00
004 Research									
F	0568	Minkus, Ryan	9/14/2012	1.00		1.00	29.33	29.33	90.00
005 Travel									
F	0568	Minkus, Ryan	10/16/2012	3.00		3.00	87.99	87.99	270.00
006 Design									
F	0568	Minkus, Ryan	10/3/2012	4.50		4.50	131.99	131.99	405.00
F	0568	Minkus, Ryan	10/4/2012	3.00		3.00	87.99	87.99	270.00
F	0568	Minkus, Ryan	10/5/2012	1.75		1.75	51.33	51.33	157.50
F	0568	Minkus, Ryan	10/24/2012	2.00		2.00	58.66	58.66	180.00
F	0568	Minkus, Ryan	10/25/2012	1.50		1.50	44.00	44.00	135.00
F	0568	Minkus, Ryan	10/29/2012	3.00		3.00	87.99	87.99	270.00
F	0568	Minkus, Ryan	10/30/2012	2.25		2.25	65.99	65.99	202.50
F	0568	Minkus, Ryan	10/31/2012	1.00		1.00	29.33	29.33	90.00
F	0568	Minkus, Ryan	11/21/2012	1.50		1.50	44.00	44.00	135.00
F	0568	Minkus, Ryan	11/23/2012	3.25		3.25	95.32	95.32	292.50
Total for 0568				23.75		23.75	696.60	696.60	2,137.50
Total for 006				23.75		23.75	696.60	696.60	2,137.50
007 Drafting									
F	0568	Minkus, Ryan	9/13/2012	1.00		1.00	29.33	29.33	90.00
F	0568	Minkus, Ryan	10/8/2012	3.75		3.75	109.99	109.99	337.50
F	0568	Minkus, Ryan	10/11/2012	7.00		7.00	205.31	205.31	630.00
F	0568	Minkus, Ryan	10/12/2012	2.50		2.50	73.33	73.33	225.00
F	0568	Minkus, Ryan	10/15/2012	2.25		2.25	65.99	65.99	202.50
F	0568	Minkus, Ryan	10/17/2012	4.50		4.50	131.99	131.99	405.00
F	0568	Minkus, Ryan	10/18/2012	6.50		6.50	190.65	190.65	585.00
F	0568	Minkus, Ryan	10/19/2012	5.00		5.00	146.65	146.65	450.00
F	0568	Minkus, Ryan	10/24/2012	5.25		5.25	153.98	153.98	472.50
F	0568	Minkus, Ryan	10/25/2012	3.25		3.25	95.32	95.32	292.50
F	0568	Minkus, Ryan	10/26/2012	2.00		2.00	58.66	58.66	180.00
F	0568	Minkus, Ryan	10/29/2012	3.75		3.75	109.99	109.99	337.50
F	0568	Minkus, Ryan	10/30/2012	6.00		6.00	175.98	175.98	540.00
F	0568	Minkus, Ryan	10/31/2012	2.50		2.50	73.33	73.33	225.00
F	0568	Minkus, Ryan	11/5/2012	7.50		7.50	219.98	219.98	675.00
F	0568	Minkus, Ryan	11/8/2012	.50		.50	14.67	14.67	45.00
F	0568	Minkus, Ryan	11/21/2012	2.00		2.00	58.66	58.66	180.00
F	0568	Minkus, Ryan	11/21/2012	2.00		2.00	58.66	58.66	180.00
F	0568	Minkus, Ryan	11/23/2012	5.00		5.00	146.65	146.65	450.00
F	0568	Minkus, Ryan	11/26/2012	5.00		5.00	146.65	146.65	450.00
F	0568	Minkus, Ryan	11/27/2012	4.00		4.00	117.32	117.32	360.00
F	0568	Minkus, Ryan	11/28/2012	4.00		4.00	117.32	117.32	360.00

<i>Estimate Overhead</i>				<b>Regular Hours</b>	<b>Total Ovt Hrs</b>	<b>Total Hours</b>	<b>Regular Amount</b>	<b>Total Amount</b>	<b>Billing</b>	
F	0568	Minkus, Ryan	11/29/2012	2.00		2.00	58.66	58.66	180.00	
F	0568	Minkus, Ryan	12/3/2012	.75		.75	22.00	22.00	67.50	
F	0568	Minkus, Ryan	12/4/2012	4.50		4.50	131.99	131.99	405.00	
F	0568	Minkus, Ryan	12/5/2012	4.00		4.00	117.32	117.32	360.00	
F	0568	Minkus, Ryan	12/7/2012	1.50		1.50	44.00	44.00	135.00	
Total for 0568				98.00		98.00	2,874.38	2,874.38	8,820.00	
Total for 007				98.00		98.00	2,874.38	2,874.38	8,820.00	
008 Specifications										
F	0568	Minkus, Ryan	11/30/2012	1.00		1.00	29.33	29.33	90.00	
F	0568	Minkus, Ryan	12/5/2012	2.00		2.00	58.66	58.66	180.00	
F	0568	Minkus, Ryan	12/6/2012	4.50		4.50	131.99	131.99	405.00	
F	0568	Minkus, Ryan	12/7/2012	2.00		2.00	58.66	58.66	180.00	
F	0568	Minkus, Ryan	12/19/2012	4.00		4.00	117.32	117.32	360.00	
F	0568	Minkus, Ryan	12/20/2012	1.50		1.50	44.00	44.00	135.00	
Total for 0568				15.00		15.00	439.96	439.96	1,350.00	
Total for 008				15.00		15.00	439.96	439.96	1,350.00	
010 Shop Drawings / Samples										
F	0568	Minkus, Ryan	12/11/2012	1.25		1.25	36.66	36.66	112.50	
012 Approvals and Permits										
F	0568	Minkus, Ryan	11/6/2012	1.00		1.00	29.33	29.33	90.00	
F	0568	Minkus, Ryan	11/7/2012	3.00		3.00	87.99	87.99	270.00	
F	0568	Minkus, Ryan	11/8/2012	.50		.50	14.67	14.67	45.00	
F	0568	Minkus, Ryan	11/9/2012	1.50		1.50	44.00	44.00	135.00	
Total for 0568				6.00		6.00	175.99	175.99	540.00	
Total for 012				6.00		6.00	175.99	175.99	540.00	
015 Field Work										
F	0568	Minkus, Ryan	10/16/2012	1.50		1.50	44.00	44.00	135.00	
Total for Transportation Engineering				227.25		227.25	7,405.68	7,405.68	23,683.75	
013 Administrative Assistance										
003 Correspondence / Proposals / Reports										
F	0775	Glynn, Shawn	8/13/2012	.50		.50	7.60	7.60	25.00	
008 Specifications										
F	0775	Glynn, Shawn	12/4/2012	.75		.75	11.39	11.39	37.50	
010 Shop Drawings / Samples										
F	0775	Glynn, Shawn	12/10/2012	.75		.75	11.39	11.39	37.50	
Total for Administrative Assistance				2.00		2.00	30.38	30.38	100.00	
<b>Total for Labor</b>				<b>229.25</b>		<b>229.25</b>	<b>7,436.06</b>	<b>7,436.06</b>	<b>23,783.75</b>	
<b>Total for Overhead (Estimated)</b>								<b>11,897.69</b>		
<b>Total for Labor and Overhead</b>				<b>229.25</b>		<b>229.25</b>	<b>7,436.06</b>	<b>19,333.75</b>	<b>23,783.75</b>	
<b>Expenses</b>										
<b>Reimbursable Expenses</b>										
Consultants										
5665.05 Consultants- Reimb										
F	AP 8602	10/26/2012	Invoice: 38012, 10/16/2012 / Soil and Materials Engineers, Inc.					4,500.00	4,500.00	
Expenses										
5110.00 Mileage										
* F	MI SURVEY	5/25/2012	/ company truck / company truck					92.40	92.40	
5125.00 Travel Expenses										
F	EX 3273	10/16/2012	/ Minkus, Ryan / Rental Car Fuel					44.45	44.45	
5605.04 UPS										
* F	MI 20121207	12/7/2012	/ PAE Import / Package					5.00	5.00	
F	MI 20121214	12/14/2012	/ PAE Import / Package					5.00	5.00	
Total for 5605.04								10.00	10.00	
5620.00 Copies										

Estimate Overhead	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
F PR 20120810 8/10/2012 / PAE Import / Originals: 0 Copies: 3					.30	.30
F PR 20121214 12/14/2012 / PAE Import / Originals: 0 Copies: 2					.20	.20
Total for 5620.00					.50	.50
5625.00 Printing						
F PR 20121109 11/9/2012 / PAE Import / Originals: 14 Copies: 0					1.40	1.40
F PR 20121123 11/23/2012 / PAE Import / Originals: 1 Copies: 0					.20	.20
F PR 20121130 11/30/2012 / PAE Import / Originals: 1 Copies: 0					2.00	2.00
F PR 20121207 12/7/2012 / PAE Import / Originals: 50 Copies: 0					10.00	10.00
F PR 20121214 12/14/2012 / PAE Import / Originals: 25 Copies: 0					5.00	5.00
Total for 5625.00					18.60	18.60
5655.02 Telephone						
F MI 20120914 9/14/2012 / PAE Import / Telephone					.10	.10
F MI 20121130 11/30/2012 / PAE Import / Telephone					.40	.40
F MI 20121207 12/7/2012 / PAE Import / Telephone					3.60	3.60
Total for 5655.02					4.10	4.10
Total for Expenses					170.05	170.05
<b>Total for Reimbursable Expenses</b>					<b>4,670.05</b>	<b>4,670.05</b>
<b>Total for Expenses</b>					<b>4,670.05</b>	<b>4,670.05</b>
<b>Total for 005</b>	<b>229.25</b>		<b>229.25</b>	<b>7,436.06</b>	<b>24,003.80</b>	<b>28,453.80</b>

**Financial Analysis**

	Fee Billed	Consult. Billed	Reimb Billed	Other Billed	Total Billed	Revenue	Spent	Variance	Variance Pct	Fee:	Cur Rect:	A/R:	Unbilled:	Real Ratio:	Rev Meth:
Cur	3,635		29		3,664	3,664	3,664			12,242		9,633			
YTD	15,221	4,500	77		19,799	19,799	19,799							1.00	
JTD	23,784	4,500	170		28,454	28,454	28,454								B

**Phase Number: 007 construction services**

Principal:	Percent Compl:	Compensation:	10,470.00
Project Manager: Peter LaMourie	Labor Pct Compl:	Consultant Fee:	
Client: Swartz Creek, City of	Expense Pct Compl:	Reimburs Allow:	
Organization: GRR:011	Start Date: 3/1/2012	Budgeted OH Rate:	
Status: Active	Est Compl Date:	Multiplier/Amount:	
Type: Regular	Unit Table:	Revenue Method: B	

**Expenses**

**Reimbursable Expenses**

Expenses	Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing
5605.04 UPS						
* T MI 20121207 12/7/2012 / PAE Import / Package					5.00	5.00
* T MI 20121207 12/7/2012 / PAE Import / Package					(5.00)	(5.00)
Total for 5605.04						
Total for Expenses						
<b>Total for Reimbursable Expenses</b>						
<b>Total for Expenses</b>						
<b>Total for 007</b>						

**Financial Analysis**

Fee:	10,470
Cur Rect:	



	Fee Billed	Consult. Billed	Reimb Billed	Other Billed	Total Billed	Revenue	Spent	Variance	Variance Pct	A/R:
Cur										Unbilled:
YTD										Real Ratio:
JTD										Rev Meth: B

**Phase Number: 008 additional analyses efforts if needed**

Principal:		Percent Compl:		Compensation:	2,000.00
Project Manager:	Peter LaMourie	Labor Pct Compl:		Consultant Fee:	
Client:	Swartz Creek, City of	Expense Pct Compl:		Reimburs Allow:	
Organization:	GRR:011	Start Date:	3/1/2012	Budgeted OH Rate:	
Status:	Active	Est Compl Date:		Multiplier/Amount:	
Type:	Regular	Unit Table:		Revenue Method:	B

**Labor**

011 Transportation Engineering										
000 General										
F	0357	LaMourie, Peter	12/5/2012		.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	12/6/2012		3.00		3.00	125.79	125.79	435.00
F	0357	LaMourie, Peter	12/7/2012		.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	12/10/2012		1.00		1.00	41.93	41.93	145.00
F	0357	LaMourie, Peter	12/11/2012		.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	12/12/2012		.25		.25	10.48	10.48	36.25
F	0357	LaMourie, Peter	12/17/2012		.50		.50	20.97	20.97	72.50
F	0357	LaMourie, Peter	12/18/2012		.25		.25	10.48	10.48	36.25
Total for 0357					6.25		6.25	262.07	262.07	906.25
Total for 000					6.25		6.25	262.07	262.07	906.25
Total for Transportation Engineering					6.25		6.25	262.07	262.07	906.25
<b>Total for Labor</b>					<b>6.25</b>		<b>6.25</b>	<b>262.07</b>	<b>262.07</b>	<b>906.25</b>
<b>Total for Overhead (Estimated)</b>									<b>419.31</b>	
<b>Total for Labor and Overhead</b>					<b>6.25</b>		<b>6.25</b>	<b>262.07</b>	<b>681.38</b>	<b>906.25</b>
<b>Total for 008</b>					<b>6.25</b>		<b>6.25</b>	<b>262.07</b>	<b>681.38</b>	<b>906.25</b>

**Financial Analysis**

										Fee:	2,000
										Cur Rect:	
	Fee Billed	Consult. Billed	Reimb Billed	Other Billed	Total Billed	Revenue	Spent	Variance	Variance Pct	A/R:	906
Cur	906				906	906	906			Unbilled:	
YTD	906				906	906	906			Real Ratio:	1.00
JTD	906				906	906	906			Rev Meth:	B
<b>Total for 54576002</b>					<b>272.25</b>		<b>272.25</b>	<b>8,896.97</b>	<b>29,258.06</b>	<b>34,678.45</b>	

**Financial Analysis**

										Fee:	32,582
										Cur Rect:	
	Fee Billed	Consult. Billed	Reimb Billed	Other Billed	Total Billed	Revenue	Spent	Variance	Variance Pct	A/R:	10,539
Cur	4,541		29		4,570	4,570	4,570			Unbilled:	
YTD	16,128	4,500	77		20,705	20,705	20,705			Real Ratio:	1.00
JTD	28,553	5,950	176		34,678	34,678	34,678			Rev Meth:	B

---

Project Detail	Job-to-Date through 12/31/2012	Monday, February 18, 2013 4:22:12 PM			
<b>Final Totals</b>	<b>272.25</b>	<b>272.25</b>	<b>8,896.97</b>	<b>29,258.06</b>	<b>34,678.45</b>

---

**Paul Bueche**

---

**From:** Paul Bueche [pbueche@cityofswartzcreek.org]  
**Sent:** Saturday, February 16, 2013 1:04 AM  
**To:** Pete Lamourie  
**Cc:** Mary-Jo Clark (Finance Director)  
**Subject:** Meijer Signal Invoices  
**Attachments:** 2013-Feb, Progressive AE Meijer Signal Invoices to Date.pdf

Pete,

Attached, as an Adobe (pdf) file, is a copy of the current invoices we have on this project. To date, our records show we have been invoiced for \$34,678.45. When we talked Friday, I had it a bit wrong. We have paid \$28,709.45. We are currently sitting on an unpaid invoice of \$5,969, which when paid, will bring us up to the total of \$34,678.45 (\$15,566 over the design & warrant analysis budget).

The proposal indicate the signal design and warrant analysis has a cost of \$19,112. Construction Engineering – Administration is \$10,470. Total for all work is \$29,582. I guess I need:

1. Why the over run of some 75%? Where is the end? What work in design and analysis still needs to be done?
2. Can I get a detailed invoice of Progressive AE Costs charged to this project?
3. Where are we headed with Construction Engineering – Administration? Is this cost estimate accurate? Can we seek another firm to perform these services? Will MDOT Permit this?

I had built in a 10% contingency with the City Council for the entire project, placing the maximum cap at \$32,540.20. I'm not sure what went wrong that might explain the overruns. Please peek at it and give me a call.

Thanx.....

Paul Bueche

# PURCHASE ORDER

## CITY OF SWARTZ CREEK

8083 CIVIC DRIVE  
 SWARTZ CREEK, MI 48473  
 PHONE (810) 635-4464  
 FAX (810) 635-2887

DATE	DATE REQUIRED	P.O. NUMBER	PAGE
05/16/2012	05/16/2012	120000107	1

VENDOR NO.: P-00000028

VENDOR

PROGRESSIVE AE  
 1811 4 MILE RD, NE

GRAND RAPIDS MI 49525-2442

SHIP TO

CITY OF SWARTZ CREEK  
 8083 CIVIC DRIVE

SWARTZ CREEK MI 48473

SHIP VIA: F.O.B. : None  
 TERMS : NET DUE 30 DAYS  
 EXPIRATION DATE: 06/30/2013

ORDERED BY: MARY JO CLARK  
 P.O. TYPE : Regular  
 REQ. NO. : 0000033  
 RESO # : PER ADMINISTRATOR

ENGINEERING SERVICES FOR SIGNAL WORK MORRISH & I-69

QUANTITY	PROD. CODE	DESCRIPTION	UNIT PRICE	TOTAL COST
1		ENG SERV SIGNAL WORK MORRISH & I-69 202-463.303-801.000-463.303	29,582.00	29,582.00
			Total:	29,582.00

date	amt	Inv.#	CL#	Bal
5/17/12	942.50	143969	36138	28,639.50
5/25/12	7,936.25	144153	36162	20,703.25
6/21/12	201.15	144304	36280	20,502.10 *
8/23/12	398.75	144788	36539	20,103.35
9/27/12	3,903.70	145019	36659	16,199.65
10/25/12	591.35	145213	36767	15,608.30
11/21/12	10,165.70	145683	36894	5,442.60
1/24/13	4,570.05	146258	37137	872.55
12-16-12	5,969.10			< 5,096.45 >
				17.2282 %
				over
				\$34,678.45

City \ Vendor Copy  
 Tax 1 6,870.00  
 Tax 2 12,242.00  
 Tax 3 10,470.00  
 12,310.70

BY M. Jo Clark  
 AUTHORIZED SIGNATURE

Mr. Paul Bueche  
Swartz Creek, City of  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

April 04, 2012  
Project No: 54576002  
Invoice No: 00143969

APR 09 2012

**PAID**

Project 54576002 Morrish/I-69 WB signal warrant & design  
Professional Services through March 23, 2012

Phase 005 signal design

**Professional Personnel**

	Hours	Amount	
Totals	6.50	942.50	
<b>Total Labor</b>			<b>942.50</b>
			<b>Total this Phase \$942.50</b>
			<b>Total this Invoice \$942.50</b>

**Client Memo:**

For time spent through March 23 on initial data collection coordination activities, minor administrative efforts, and initial coordination with MDOT staff.

Authorized By: Peter LaMourie  
Peter LaMourie

Date: 4/4/12



Mr. Paul Bueche  
 Swartz Creek, City of  
 8083 Civic Drive  
 Swartz Creek, MI 48473-1498

Project No: 54576002  
 Invoice No: 00144153

Project 54576002 Morrish/I-69 WB signal warrant & design  
**Professional Services through April 27, 2012**

Phase 003 traffic and warrant analyses

**Professional Personnel**

	Hours	Amount
Totals	7.00	896.25
<b>Total Labor</b>		<b>896.25</b>

**Consultants**

Traffic Data Collection	1,450.00	
<b>Total Consultants</b>	<b>1,450.00</b>	<b>1,450.00</b>
<b>Total this Phase</b>		<b>\$2,346.25</b>



Phase 005 signal design

**Professional Personnel**

	Hours	Amount
Totals	39.50	5,590.00
<b>Total Labor</b>		<b>5,590.00</b>
<b>Total this Phase</b>		<b>\$5,590.00</b>

**Total this Invoice \$7,936.25**

**Client Memo:**

For time spent from March 26 through April various signal warrant analyses efforts including:

- Completion of data collection and review;
- Peak hour and daily trip generation/distribution analyses for current Meijer site;
- Spreadsheet analyses (MDOT form) of three primary signal warrants per MMUTCD;
- Development of Synchro traffic model and simulation as required by MDOT; and
- Development and submittal of summary report regarding interchange signals.

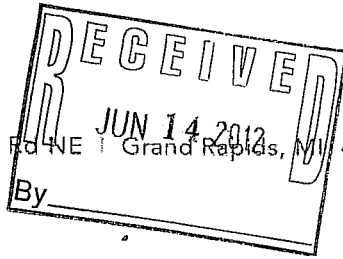
Authorized By: *Peter LaMourie*  
Peter LaMourie

Date: 5/15/12

**PAID**

progressive|ae

1811 4 Mile Rd NE Grand Rapids, MI 49525 | 616-361-2664 | www.progressiveae.com



Mr. Paul Bueche  
Swartz Creek, City of  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

**PAID**

June 10, 2012  
Project No: 54576002  
Invoice No: 00144304  
Customer PO: 120000107

Project 54576002 Morrish/I-69 WB signal warrant & design  
**Professional Services through May 25, 2012**

Phase 005 signal design

**Professional Personnel**

	Hours	Amount	
Totals	.75	108.75	
<b>Total Labor</b>			<b>108.75</b>

**Reimbursable Expenses**

Mileage		92.40	
<b>Total Reimbursables</b>		<b>92.40</b>	<b>92.40</b>

**Total this Phase \$201.15**

**Total this Invoice \$201.15**

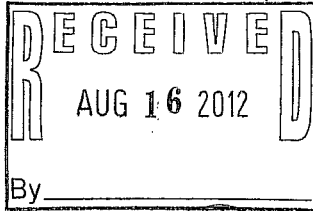
**Client Memo:**

For time spent through May 25 on minor coordination activities with MDOT regarding signal warrant approval.

Authorized By: Peter LaMourie  
Peter LaMourie

Date: 6/11/12





Mr. Paul Bueche  
Swartz Creek, City of  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

August 09, 2012  
Project No: 54576002  
Invoice No: 00144788  
Customer PO: 120000107

**PAID**

Project 54576002 Morrish/I-69 WB signal warrant & design  
Professional Services through July 27, 2012

Phase 003 traffic and warrant analyses

**Professional Personnel**

	Hours	Amount	
Totals	2.75	398.75	
Total Labor			398.75
			<b>Total this Phase \$398.75</b>
			<b>Total this Invoice \$398.75</b>

**Client Memo:**

For time spent over past two months (June/July) on ongoing coordination with MDOT regarding signal warrant approval and minor preparations for upcoming design.

Authorized By: Peter LaMourie  
Peter LaMourie

Date: 8/10/12



**PAID**

Mr. Paul Bueche  
Swartz Creek, City of  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

September 13, 2012  
Project No: 54576002  
Invoice No: 00145019  
Customer PO: 120000107

Project 54576002 Morrish/I-69 WB signal warrant & design  
**Professional Services through August 31, 2012**

Phase 003 traffic and warrant analyses

**Professional Personnel**

Totals	Hours	Amount	
Total Labor	27.00	2,567.50	
			2,567.50

**Reimbursable Expenses**

Postage		1.10	
Copies		4.80	
Total Reimbursables		5.90	5.90

Total this Phase \$2,573.40

Phase 005 signal design

**Professional Personnel**

Totals	Hours	Amount	
Total Labor	9.50	1,330.00	
			1,330.00

**Reimbursable Expenses**

Copies		.30	
Total Reimbursables		.30	.30

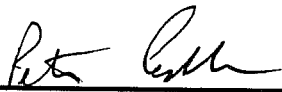
Total this Phase \$1,330.30

Total this Invoice \$3,903.70

**Client Memo:**

For time spent in August on ongoing coordination with MDOT regarding signal warrant approval, completing the Morrish/Bristol signal warrant analysis including submittal of summary warrant study report, and initial signal design coordination tasks for the Morrish/I-69 intersection.

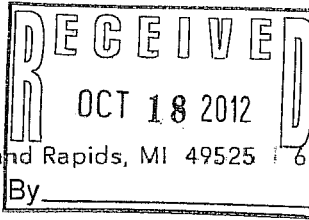
**PAID**

Authorized By:   
Peter LaMourie

Date: 9/12/12

progressive|ae

1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616-361-2664 | www.progressiveae.com



**PAID**

Mr. Paul Bueche  
Swartz Creek, City of  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

October 04, 2012  
Project No: 54576002  
Invoice No: 00145213  
Customer PO: 120000107

Project 54576002 Morrish/I-69 WB signal warrant & design  
Professional Services through September 28, 2012

Phase 005 signal design

**Professional Personnel**

	Hours	Amount	
Totals	5.50	591.25	
<b>Total Labor</b>			<b>591.25</b>

**Reimbursable Expenses**

Telephone		.10	
<b>Total Reimbursables</b>		<b>.10</b>	<b>.10</b>

**Total this Phase \$591.35**

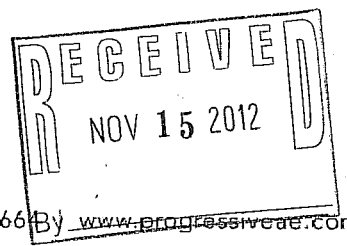
**Total this Invoice \$591.35**

Client Memo:

For time spent in September on coordination tasks on signal design with MDOT, SME (geotech) for required borings, and Rowe regarding base drawings.

Authorized By: Peter LaMourie  
Peter LaMourie

Date: 10/9/12



PAID

Mr. Paul Bueche  
Swartz Creek, City of  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

November 09, 2012  
Project No: 54576002  
Invoice No: 00145683  
Customer PO: 120000107

Project 54576002 Morrish/I-69 WB signal warrant & design  
Professional Services through October 26, 2012

Phase 005 signal design

Professional Personnel

	Hours	Amount	
Totals	62.00	5,621.25	
<b>Total Labor</b>			<b>5,621.25</b>

Consultants

Soil and Materials Engineers, Inc.		4,500.00	
<b>Total Consultants</b>		<b>4,500.00</b>	<b>4,500.00</b>

Reimbursable Expenses

Travel Expenses		44.45	
<b>Total Reimbursables</b>		<b>44.45</b>	<b>44.45</b>

**Total this Phase \$10,165.70**

**Total this Invoice \$10,165.70**

Client Memo:

For time spent in October on the signal design layout and costs for new borings (\$4,500) at the Morrish/WB ramps intersection.

Authorized By: Peter LaMourie  
Peter LaMourie

Date: 11/12/12



Mr. Paul Bueche  
 Swartz Creek, City of  
 8083 Civic Drive  
 Swartz Creek, MI 48473-1498

December 16, 2012  
 Project No: 54576002  
 Invoice No: 00145936  
 Customer PO: 120000107

Project 54576002 Morrish/I-69 WB signal warrant & design  
Professional Services through November 30, 2012

Phase 005 signal design

**Professional Personnel**

	Hours	Amount
Totals	64.75	5,965.00
<b>Total Labor</b>		<b>5,965.00</b>

**Reimbursable Expenses**

Printing	3.60
Telephone	.40
<b>Total Reimbursables</b>	<b>4.00</b>

**Total this Phase \$5,969.00**

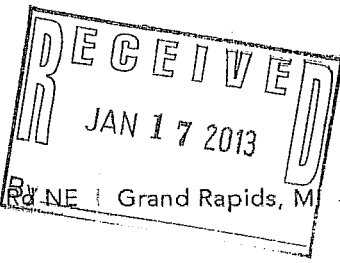
**Total this Invoice \$5,969.00**

**Client Memo:**

For time spent from October 29 through November on the signal, pavement marking, and signage design, completing permit process application and related efforts, and starting final specs and special provisions for the Morrish/WB ramps intersection.

Authorized By: Peter LaMourie  
 Peter LaMourie

Date: 12/17/12



Mr. Paul Bueche  
 Swartz Creek, City of  
 8083 Civic Drive  
 Swartz Creek, MI 48473-1498

**PAID**

January 14, 2013  
 Project No: 54576002  
 Invoice No: 00146258  
 Customer PO: 120000107

Project 54576002 Morrish/I-69 WB signal warrant & design  
Professional Services through December 28, 2012

Phase 005 signal design

**Professional Personnel**

	Hours	Amount	
Totals	40.75	3,635.00	
<b>Total Labor</b>			<b>3,635.00</b>

**Reimbursable Expenses**

UPS		10.00	
Copies		.20	
Printing		15.00	
Telephone		3.60	
<b>Total Reimbursables</b>		<b>28.80</b>	<b>28.80</b>

**Total this Phase \$3,663.80**

Phase 008 additional analyses efforts if needed

**Professional Personnel**

	Hours	Amount	
Totals	6.25	906.25	
<b>Total Labor</b>			<b>906.25</b>

**Total this Phase \$906.25**

**Total this Invoice \$4,570.05**

**Client Memo:**

For time spent in December on the following Morrish/WB I-69 ramps signal design related efforts:

- completion of the final signal, pavement marking, and signage design drawings, specifications, and special provisions;
- review and approval of mast arm shop drawings
- coordination with city, mast arm supplier, and manufacturer regarding city ordering of mast arm equipment
- Submittal of final design documentation to MDOT for review
- Addressing ongoing issue regarding powder coat spec between manufacturer and MDOT; and
- minor administrative activities.

**PAID**

Authorized By: *Peter LaMourie* Date: *1/15/13*  
Peter LaMourie



March 9, 2012

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

Re: Proposal for Professional Engineering Design and Construction Services  
Traffic Signal Design and Construction Administration for I-69 WB Ramps at Morrish Road

Dear Mr. Bueche:

Progressive AE is pleased to submit this cost proposal for engineering services related to the traffic signal warrant, design, and construction administration project at the I-69 WB Ramps and Morrish Road intersection in the City of Swartz Creek. Our understanding of the scope of services for this project is based upon our knowledge of the intersection, conversations with you, as well as additional information that has been provided.

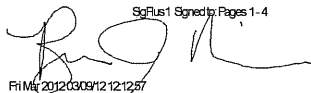
Progressive AE has prepared this proposal including the scope of work, project assumptions, compensation, and any related contract provisions for the City of Swartz Creek only. We request that it be treated as strictly confidential and not copied or distributed for any reason other than evaluation for hire. Our overall proposed budget for this project to provide warrant analysis, signal design, and construction administration services is \$29,582.00 (twenty-nine thousand, five hundred eighty-two dollars), and is detailed on the following pages.

The enclosed scope of services, schedule for completion, fee for services and our standard agreement provisions shall remain in effect for 60 days. If the overall proposal is acceptable to you, please have both originals executed in the space provided and return one executed original to our office for our records.

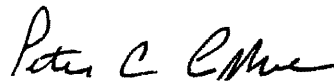
We thank you for the chance to submit this proposal, and look forward to the opportunity to work with you and your staff at the City again. Should you have any questions regarding anything in the enclosed documents, please don't hesitate to contact us here at our office.

Sincerely,

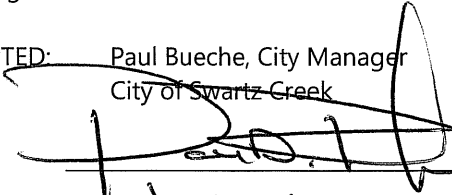
PROGRESSIVE ARCHITECTURE ENGINEERING

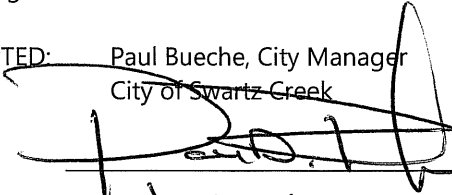
  
F:\Mkt\2012\03\09\12\12\257

Ryan Minkus, PE  
Civil Engineer



Peter C. LaMourie PE, PTOE  
Transportation Engineering Practice Leader

ACCEPTED:   
Paul Bueche, City Manager  
City of Swartz Creek

BY:   
CITY MANAGER

Date: MARCH 12, 2012

RXM/msg  
01200104/005  
Proposal  
Enclosures

cc: Progressive AE - Laura Hill, Jon Parrish, Cheryl Scales  
X:\WMAJ1\01200104\005-Transportation\2012\pl0309\_p.docx

## Scope of Services, Schedule and Fee

---

### Project Understanding

As development north of the City continues, additional improvements to the current infrastructure continue to be needed. Currently the Meijer store is planned adjacent to Morrish Road as part of a larger site, with an access drive directly opposite of the I-69 WB exit ramp intersection. As a part of the development, this intersection may require signalization once the Meijer store is open. Since this intersection is a part of the interstate roadway system, the Michigan Department of Transportation (MDOT) will have primary jurisdiction over the signal installed at this location. Prior to the design tasks, MDOT is requiring an updated signal warrant analysis be completed to confirm past findings that a signal will be warranted at this location with the addition of Meijer traffic.

As a fully prequalified traffic signal design consultant for MDOT, Progressive AE is prepared to produce design plans for a mast arm design to MDOT and Federal Highway Administration (FHWA) standards and guidelines. The design plans will be packaged as a stand-alone set for bidding. Once bids are received, construction administration services for this project will commence and are also included as a part of this proposal.

In addition to the key Morrish/I-69 westbound ramps intersection noted above, the City is also in need of updated analyses that will help identify the potential need for future traffic signal control at two other locations along this part of Morrish Road. Those locations are at the Morrish Road/Bristol Road intersection and the Morrish Road/Meijer "northern" drive intersection.

The following paragraphs outline in more detail the steps we propose to complete this work on behalf of the City.

### Scope of Work

#### *Task 1 – Signal Warrant Analyses*

##### A. Morrish Road at I-69 westbound ramps

A predictive traffic signal warrant analysis is required by MDOT to further confirm that Meijer traffic will allow the intersection to meet one or more of the current eight signal warrants defined by the Michigan Manual of Traffic Control Devices (MMUTCD). The subtasks that will be completed for this effort will include;

- Coordination with MDOT staff regarding specific warrant input data needs;
- Collection of crash data from the Davison TSC staff;
- Completion of 24-hour traffic counts on the three existing intersection approaches;
- Completion of 8-hour turning movement counts at the intersection;
- Completion/updating of projected Meijer traffic at the intersection over a full weekday;
- Comparison of projected weekday volumes versus primary volume warrants; and
- Submittal of a written report to MDOT and the City that summarizes the findings of the analysis.

**Scope of Services, Schedule and Fee**

---

B. Morrish Road @ Bristol Road & Meijer north drive

Like Subtask A, predictive traffic signal warrant analyses will be completed to help determine if Meijer traffic, future "Phase 2" traffic, and other traffic will result in levels that will warrant a signal at either one of these locations in the near-term future. The tasks that will be completed for this effort will include;

- Complete of 24-hour traffic counts on the four Morrish/Bristol intersection approaches;
- Review past Phase 2 traffic projections and update if needed;
- Discuss potential uses/density that could occur on the west side of Morrish Road that would access Morrish opposite the Meijer "northern" drive;
- Complete trip generation/distribution analyses for those potential long term west side uses;
- Completion/updating of projected Meijer traffic along the Morrish Road corridor in this area (except ramps intersection done in Subtask A);
- Comparison of projected weekday volumes versus primary volume warrants;
- Review posted speeds on Morrish for current applicability; and
- Submittal of a written report the City that summarizes the findings of the analysis (this would be a separate document from the Subtask A summary sent to MDOT).

*Task 2 – Design Documentation*

In order to provide the most complete and thorough design, existing survey or as-built information will be acquired from the City. It is our understanding that a recent roadway improvement project occurred along Morrish Road, and obtaining CAD versions of that survey and as-built information will help eliminate the need for a new survey at this intersection. A site visit and project kick-off meeting with staff will occur as a part of this task. The site visit will allow for verification of the information provided assisting in minimizing the need for changes during the construction of the project. Key features at the intersection will be picked up as a part of this visit will include visible utility information, overhead obstructions, and existing guardrail interferences. The City has a history of using mast arm installations when modernizing or installing new traffic signals, and this location will be no exception. MDOT requires a geotechnical analysis of the soil conditions to a depth of 25-feet at the location of each foundation to be used for a mast arm installation. Four soil borings of the specified depth will be collected for this intersection, and a report of the findings will be used to design the foundations for this project.

Since this is an MDOT intersection, the final bid package will have to meet the requirements for a MDOT design. Based upon the results from Task 1 – Subtask A, Progressive AE will develop a set of design plans, specifications, and cost estimate for this intersection. City staff will be provided a preliminary plan set for review prior to a submittal to MDOT's Lansing Signals Unit for review and approval. The Progressive AE will schedule a Grade Inspection meeting and invite MDOT and local utility companies to review and comment on the proposed design. All notes and comments will be documented and summarized by Progressive AE for distribution after the meeting. All comments from the Grade Inspection meeting will be incorporated into the plan set and a final bid package will provided to the City for letting.

**Scope of Services, Schedule and Fee**

---

*Task 3 - Construction Services*

As the project heads into the construction phase, Progressive AE, as project engineer, will lead the construction administration activities for the project. Once the project bids have been collected, Progressive AE will summarize the bid information for the project and provide this information to City staff for review and approval. With a low bidder identified, Progressive AE will coordinate and manage the preconstruction meeting with the low bid contractor, City, MDOT staff, and the local utility companies. As the contract begins to move forward, Progressive AE will setup and manage all construction engineering activities as well as perform up to eight (8) site visits during the six week construction period that is anticipated for the project. Finally, a walkthrough and acceptance meeting will also be coordinated with the low bid contractor, MDOT, and City staff at the completion of the project.

**Schedule and Budget**

*Schedule*

The signal warrant analysis (through submittal of the summary report to MDOT) will be completed within 3 weeks of authorization to proceed. Progressive AE can start the design portion of the project within 14 days of the receipt of the CAD survey or as-built information and MDOT approval of the warrant study findings. Project design would take an additional 14 days. At this point, a review set and Grade Inspection meeting will be scheduled with the intent on holding that meeting within 14 days. MDOT reviews can vary depending on staff workloads, but would be anticipated to occur within the 14 days prior to the Grade Inspection meeting. Final plans for approval will be completed within 7 days after the Grade Inspection meeting. From start to finish, it is anticipated to take 6 weeks to complete the design bidding documents.

Given that MDOT typically does not allow these types of signal to be installed until just prior to adjacent development opening for business, the installation of this signal will largely be determined by the adjacent site construction schedule. Regardless of when the construction actually occurs, construction on this project is anticipated to last six weeks. Once the construction schedule is set, Progressive AE will make available the qualified staff necessary to meet this timeframe.

*Budget*

The cost for completion of Task 1 through Task 3 as outlined above for this project will be \$29,582.00 (twenty-nine thousand, five hundred eighty-two dollars). We have broken this cost down into the individual tasks as noted earlier as follows:

- Task 1 – Signal Warrant Analyses (3 locations)                      \$6,870.00
- Task 2 – Construction Documentation                                      \$12,242.00
- Task 3 – Construction Services    \$10,470.00

Progressive AE can provide additional services (such as additional meetings, on-site inspection or analysis) on a time and expense basis. Any substantial changes in scope will require the submittal of a Change in Services (CSR) request form for approval prior to beginning any work on the additional tasks. The CSR will outline the changes in the scope, schedule, and budget for the additional services to be performed.

**Scope of Services, Schedule and Fee**

---

We are pleased to submit this information and look forward to the opportunity to work with you and your staff at the City again. Please let us know if you have any questions regarding the information contained within this proposal, or should you desire additional information regarding Progressive AE's extensive traffic signal design experience on MDOT roadways.

The parties to this agreement, Progressive AE, Grand Rapids, Michigan, USA, hereinafter called the ENGINEER and the City of Swartz Creek, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the ENGINEER shall be limited to those described in the attached proposal dated March 9, 2012.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for re-negotiation of appropriate portions of the Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: Professional Services provided by the ENGINEER will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed engineers practicing in the State of Michigan. The ENGINEER shall put forth reasonable professional care to comply with laws, codes, and regulations in effect as of the date of the execution of this Agreement.
- E. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ENGINEER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the ENGINEER's opinions of probable construction costs are made on the basis of the ENGINEER's professional judgment and experience. The ENGINEER makes no warranty, express or implied that the bids or the negotiated cost of the work will not vary from the ENGINEER's opinion of probable construction cost.
- F. Schedule for Rendering Services: The ENGINEER shall prepare and submit for OWNER approval a schedule for the performance of the ENGINEER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.

- G. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the ENGINEER in the course of and for the purpose of meeting this contract are the property of the ENGINEER, and shall remain in the possession of the ENGINEER. The OWNER shall have access to the above named material during normal business hours of the ENGINEER during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER via execution of this Agreement. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- H. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the ENGINEER reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ENGINEER in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the ENGINEER was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ENGINEER's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ENGINEER harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of these materials.
- I. Payment Terms: Invoices will be submitted by the ENGINEER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of the invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date.
- J. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ENGINEER's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- K. Abandonment of Work: If any work is abandoned or suspended, the ENGINEER shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.

- L. Errors and Omissions Insurance: The ENGINEER maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ENGINEER's negligent acts, errors, or omissions, such that the total aggregate liability of the ENGINEER to all those named shall not exceed the amount of the ENGINEER's compensation for the services provided.
- M. Indemnification: The ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the ENGINEER in the performance of professional services under this Agreement, to the extent that the ENGINEER is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the ENGINEER and the OWNER. The ENGINEER shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
- N. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- O. Dispute Resolution: Prior to mediation, in an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.



No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within one (1) year, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings action against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

- P. Hiring of Personnel: Owner may not directly hire any employee of the Engineer. Owner agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Owner, affiliate companies, or competitors of Engineer.

**Appropriation, Progressive AE: Morrish Road Meijer Traffic Signals, Data Collection, Warrants**

**Resolution No. 120312-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Binder

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$29,582 plus 10% contingency, to the City's Traffic Engineering Firm Progressive AE of Grand Rapids Michigan, for traffic safety and engineering services on Morrish Road from I-69 to Bristol Road, consummate to the development of a Meijer Retail Outlet at 4141 Morrish (Main Store) and 4155 Morrish (Convenience Store), in accordance with the specifications in the proposal dated March 9, 2012, and further, direct the City Staff to make necessary adjustments to the City's accounting system reflect revenues and expenses related to the project.

Discussion Took Place.

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

**CITY OF SWARTZ CREEK**  
**WATER TOWER SITE LEASE AGREEMENT**

Between  
**The City of Swartz Creek**  
And  
**Tri-County Wireless Inc**

---

**THIS WATER TOWER SITE LEASE AGREEMENT** ("Lease"), is made this 15<sup>th</sup> day of SEPTEMBER, 2007, between the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City"), and Tri-County Wireless Inc, a Michigan Corporation with principal offices at 240 N. Fenway, Fenton, Michigan 48430 ("Tenant").

**WHEREAS**, the City is the owner of a water tower located south of Miller Road and west of Winston Drive, Tax Parcel I.D. No. 58-02-100-005, in the City ("Water Tower"); and

**WHEREAS**, the Tenant is in the business of providing wireless internet access and services to internet users; and

**WHEREAS**, the Tenant currently operates a wireless receiver on the Water Tower in order to provide wireless internet access and services to the area in and around the City; and

**WHEREAS**, the City previously subscribed to the Tenant for wireless services as an even exchange of value for the Tenant's occupancy of the water tower; and

**WHEREAS**, the City no longer utilizes wireless services and is desirous of renegotiating a market rent for occupancy of the water tower; and

**WHEREAS**, the City is desirous of leasing space on the Water Tower to permit the Tenant to continue to operate a wireless receiver thereon under the terms and conditions set forth in this lease.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Leased Premises.** The City hereby leases to the Tenant, for the term of this lease, and upon the terms and conditions set forth herein, the non-exclusive use of the top of the Water Tower upon which Tenant may place two (2) small wireless receivers, together with adequate space on the ground below the Water Tower in order to install and place a control box (approximately 3' x 3') thereon and also grants to Tenant reasonable access thereto for adequate utility services (the "Leased Premises").
2. **Term.** The initial term of this Lease Agreement shall commence on the date first written (the "Commencement Date") above and shall be for five (5) years, with an additional renewal term of five (5) years. Said renewal term shall commence automatically without further action on the part of the City or the Tenant, unless either party provides the other party with written notice that it does not intend to renew this Lease Agreement at least six (6) months before the expiration of the term.

3. **Rent.**

Tenant shall pay rent annually to the City at the rate of One Thousand Eight Hundred Dollars (\$1,800.00) per year during the term of this Lease Agreement, or an amount equal to twenty percent (20%) of annual service fees collected from said tower, whichever is higher. Such rent shall be paid in advance on or before the Commencement Date and in equal installments monthly thereafter on or before the Commencement Date. Rent based upon service fees will be determined by the preceding year's receipts which Tenant shall provide the City upon written request at reasonable times, but no less than twice each year.

The rent to be paid by the Tenant for any renewal term of this Lease Agreement shall be that agreed to by the City and the Tenant at least six (6) months prior to the commencement of such renewal term.

Upon early termination of this agreement, the City agrees to refund a prorated share of the prepaid rent.

4. **Governmental Approval Contingency.**

a. The Tenant's right to use the Leased Premises is conditioned upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. The City shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

b. If any application necessary under Subparagraph 4(a) above is finally rejected or any certificate, permit, license, or approval issued to the Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority so that the Tenant will be unable to use the Leased Premises for its intended purposes, the Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the City. Notice of the Tenant's exercise of its right to terminate shall be given to the City in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the City as evidenced by the return receipt. Upon termination, pre-paid rent shall be pro rated with any and all remaining rent dollars returned to the Tenant. Except as required under Subparagraph 10(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

5. **Tenant's Use.**

a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. The City;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the City;

3. Other governmental agencies where use is not related to public safety; and
4. Government-regulated entities whose antenna offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or a service similar to that which the Tenant is legally authorized to provide. This use shall be non-exclusive, and the City specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a wireless internet service receiver facility, and related equipment, including a control cabinet, and uses incidental thereto for providing wireless internet access and services which the Tenant is legally authorized to provide. This use shall be non-exclusive, and the City specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to the Water Tower and its own facilities on the Leased Premises or on the property on which the Leased Premises is located.

(c) Operation. The Tenant shall have the right, at its sole cost and expense, to operate and maintain the wireless internet receiver and related equipment on the Leased Premises in accordance with good engineering practices and with all applicable FCC rules and regulations. The Tenant's installation of a wireless receiver and related equipment on the water Tower shall be done according to plans approved by the City, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other City property during installation or during operations, shall be repaired at the Tenant's expense within 30 days after notification of said damage. The wireless internet receiver and related equipment installed by the Tenant shall remain the exclusive property of the Tenant.

(d) Maintenance Improvement Expense. All modifications to the Leased Premises and all improvements made for the Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the City's facilities on or adjacent to the Leased Premises. If Tenant's Antenna Facilities are mounted on the Water Tower they shall, at all times, be painted, at Tenant's expense, the same color as the Water Tower.

(e) Drawings. Tenant shall provide the City with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all the Tenant's wireless receivers and related equipment. Said drawings shall be accompanied by a complete and detailed inventory of all equipment and personal property placed on the Leased Premises.

(f) No Interference. The Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to the City so as not to conflict with the use of the surrounding premises by the City. The Tenant shall not unreasonably interfere with the operations of

any prior tenant using the Water Tower and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by the City.

(g) Access. The Tenant, at all times during the term of this Lease Agreement, shall have access to the Leased Premises in order to install, operate, and maintain its wireless internet receiver and related equipment. The Tenant shall request access to the Water Tower twenty-four (24) hours in advance, and the City's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for the Tenant to have access to the Water Tower at some time other than the normal working hours of the City, the City may charge the Tenant for whatever expense, including employees' wages, that the City may incur in providing such access to the Tenant.

6. Additional Maintenance Expenses. Upon notice from the City, the Tenant shall promptly pay to the City any additional City expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Water Tower, which is made necessary by the Tenant's occupancy of the Leased Premises.

7. Advances in Technology. As technology advances and improved receivers are developed which are routinely used in the Tenant's business, the City may require, in its sole discretion, the replacement of existing receivers with the improved receivers if the new receivers are more aesthetically pleasing or otherwise foster a public purpose, as long as the installation and use of the improved receivers are practical and technically feasible at this location.

8. Insurance and Indemnification.

(a) The Tenant shall, during the term of this Lease Agreement, maintain property damage insurance coverage on all personal property and fixtures owned by the Tenant. The Tenant acknowledges that the City is not responsible for insuring against the loss of the Tenant's equipment improvements. The Tenant shall also maintain single limit or combined limit general liability insurance policy of an amount not less than one-million dollars (\$1,000,000) individual and two-million (\$2,000,000) aggregate for property damage arising from one occurrence or for bodily or personal injuries or death or damages arising from one occurrence.

(b) The Tenant shall hold the City and its agents, officers, employees, elected officials, contractors, heirs, and assignees harmless from and indemnify the City against any and all liability, damage, loss and expense (including attorneys fees) for damages to persons or property arising or resulting from the acts or omissions or caused by the Tenant or the Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the Leased Premises, the Water Tower or the adjacent areas, including all common areas.

9. Damage or Destruction. If the Leased Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, the City shall have the option to repair or replace the Leased Premises at its sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event the City terminates this Lease, neither the Tenant nor the City shall have any further obligations hereunder. If the City elects to repair or replace the Leased Premises, until such repair or replacement is

completed so that the Tenant can resume full operations, the Tenant's rental hereunder shall abate until the Leased Premises are restored to a condition that the Tenant can resume full operations.

10. **Lease Termination.**

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by the Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the wireless internet services.

(iii) by the City, upon 120 day's prior written notice to the Tenant if the City decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant and/or removal and/or discontinued use of the Water Tower for all purposes;

(v) by the City if it determines that the Water Tower is structurally unsound, including, but not limited to, consideration of age of the Water Tower, damage or destruction of all or part of the Water Tower on the Leased Premises from any source, or factors relating to condition of the Leased Premises;

(vi) by the City if it determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Tenant's wireless receiver(s) or related equipment unreasonably interferes with another user with a higher priority; or

(vii) by the City if it determines that the Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the City Council

(b) **Notice of Termination.** The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice. All rentals paid for the Lease Agreement prior to said termination date shall be retained by The City.

(c) **Site Restoration.** If this Lease is terminated or not renewed, the Tenant shall have 60 days from the termination or expiration date to remove its wireless receivers and related equipment from the Leased Premises, repair the site and restore the surface of the Water Tower. If the Tenant's wireless receivers and related equipment are not removed to the reasonable satisfaction of the City, they shall be deemed

abandoned and become the property of the City and the Tenant shall have no further rights thereto.

11. **Tenant Interference.**

(a) With Water Tower. The Tenant shall not interfere with the City's use of the Water Tower and agrees to cease all such actions which unreasonably and materially interfere with the City's use thereof no later than three business days after receipt of written notice of the interference from the City. If the Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With Higher Priority Users. If the Tenant's wireless receivers or related equipment cause impermissible interference with higher priority users as set forth in Subparagraph 5(a) above or with pre-existing tenants, the Tenant shall take any action necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving the City's written notice of same, the Tenant shall immediately cease operating its wireless receivers or related equipment and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after the Tenant received the City's written notice, the City may at its option terminate this Lease immediately.

(c) Interference Study - New Occupants. Upon written notice by the City that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide the City, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. The City may then have an independent, registered professional engineer of the City's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to the Tenant. The City shall require the new applicant to pay for such interference studies, unless the City or other higher priority user requests the use. In that event, the Tenant and all other tenants occupying the Leased Premises Area shall pay for the necessary interference studies, pro rata.

(d) Interference - New Occupants. The City agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to the Tenant, if such party's use is reasonably anticipated to interfere with the Tenant's operation of its Antenna Facilities. The City agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with the Tenant's Antenna Facilities. The City agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to the Tenant to provide the Tenant these same assurances against interference.

12. **Assignment.** This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the City, such consent not to be unreasonably withheld.



13. **Miscellaneous Provisions.**

(a) The City warrants that it has full right, power, and authority to execute this agreement. The City covenants that the Tenant, in return for paying rent and complying with the terms of this Lease Agreement, shall and may peacefully and quietly have, hold, and enjoy the leased property.

(b) The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

(c) This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements.

(d) This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.

(e) No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.


(f) If any term or provision of this Lease Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease Agreement, and the remaining provision shall be enforceable in accordance with their terms.

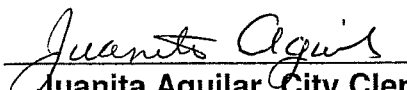
(i) This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(j) If the Tenant does not promptly vacate the premises at the end of the Lease term, such holding over shall be treated as creating a month to month tenancy.

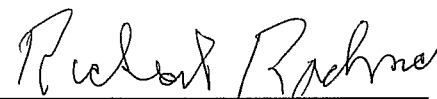
IN WITNESS WHEREOF, the parties have executed this Lease agreement as of the day and year first written above.

**CITY OF SWARTZ CREEK**

By:   
Richard B. Abrams, Mayor

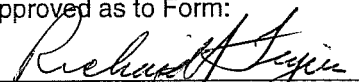
By:   
Juanita Aguilar, City Clerk

**TRI-COUNTY WIRELESS INC.**

By:   
Its: Chief Executive Officer

By:   
Its: Account Executive

Approved as to Form:

  
Richard J. Figura, City Attorney  
Dated: 9-1-, 2007

# *CITY OF SWARTZ CREEK*

## **Zoning Board of Appeals**



Meeting of February 20, 2013

6pm in the Swartz Creek City Council Chambers

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
ZONING BOARD OF APPEALS  
AGENDA  
THURSDAY, FEBRUARY 20, 2013  
6:00 P.M.**

- 1. CALL TO ORDER:**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. ROLL CALL:** Commissioners: Packer, Porath, Schultz, Smith, Stephens.  
Alternates: Gilbert, Stiff
- 4. APPROVAL OF AGENDA:**
- 5. APPROVAL OF MINUTES:**
- 6. CORRESPONDENCE:**

	<b>Page</b>
A. Resolutions	<b>02-03</b>
B. Meeting Staff Letter	<b>04-06</b>
C. Minutes March 15, 2012	<b>07-08</b>
- 7. MEETING OPENED TO THE PUBLIC:**
- 8. VARIANCE APPLICATION:**

None.
- 9. OTHER BUSINESS:**

Interpretation: Right to Farm Act
- 9. MEETING OPENED TO THE PUBLIC:**
- 10. ADJOURNMENT:**

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
ZONING BOARD OF APPEALS  
RESOLUTIONS  
THURSDAY, FEBRUARY 16, 2012  
6:00 P.M.**

**Resolution No. 130220-01**

**(Carried/Denied)**

Motion by Boardmember \_\_\_\_\_, support by Boardmember \_\_\_\_\_, the Swartz Creek Zoning Board of Appeals approves the agenda for the February 20, 2013 ZBA meeting.

YES: \_\_\_\_\_.

NO: \_\_\_\_\_. Motion declared carried/denied.

**Resolution No. 130220-02**

**(Carried/Denied)**

Motion by Boardmember \_\_\_\_\_, support by Boardmember \_\_\_\_\_, the Swartz Creek Zoning Board of Appeals approves the minutes for the March 15, 2012 ZBA meeting.

YES: \_\_\_\_\_.

NO: \_\_\_\_\_. Motion declared carried/denied.

**Resolution No. 130220-03**

**(Carried/Denied)**

Motion by Boardmember \_\_\_\_\_, support by Boardmember \_\_\_\_\_, whereas the Swartz Creek Zoning Board of Appeals makes the following findings in relation to the use of 6220 Bristol Road:

1. The property in or near its entirety was used as agricultural land till some point in the early 2000s when this use was discontinued in preparation for residential development. The exact date or even year is unknown.
2. The entirety of the parcel was planned for a Planned Unit Development that included residential uses and all accompanying infrastructure and common elements.
3. The properties that were developed were split from the parent parcel before improvements were made.
4. The parent parcel, as it remains today, has remained fallow without any other structures, improvements, residential landscaping, or uses being introduced.
5. \_\_\_\_\_

Therefore, the Zoning Board of Appeals determines through interpretation that the agricultural use was ceased only temporarily and may recommence in accordance with generally accepted agricultural management practices.

YES: \_\_\_\_\_.  
NO: \_\_\_\_\_. Motion declared carried/denied.

**Resolution No. 130220-04**

**(Carried/Denied)**

Motion by Boardmember \_\_\_\_\_, support by  
Boardmember \_\_\_\_\_, the Swartz Creek Zoning Board of Appeals  
adjourns the February 20, 2013 Zoning Board of Appeals meeting.

YES: \_\_\_\_\_.  
NO: \_\_\_\_\_. Motion declared carried/denied.



*Adam Zettel*

*Zoning Administrator*

[zettelconsultinga@charter.net](mailto:zettelconsultinga@charter.net)

Date: February 13, 2013

**To: Zoning Board of Appeals Commissioners**  
**From: Adam Zettel, AICP**  
**Subject: February 20, 2013 ZBA Meeting**

Hello everyone,

**The Zoning Board of Appeals shall be convening at 6:00pm on Wednesday, February 20, 2013 at the city offices.** The exclusive purpose of this meeting is to make an interpretation as it relates to the Right to Farm Act and its impact on 6220 Bristol Road, as well as similarly situated parcels.

The essence of the request stems from a desire to farm vacant land on the undeveloped acreage of Heritage Village Subdivision. Agricultural uses are not permitted in the city at this point in time unless they are existing agricultural uses, in which case they are 'grandfathered' into existence as legal, non-conforming uses.

Like any land use, if agricultural land use ceases on a parcel, the non-conforming status would make the subsequent use illegal per the zoning ordinance. However, the Michigan Right to Farm Act (RTFA) provides an exception for agricultural uses in accordance with the following:

**286.473 Farm or farm operation as public or private nuisance; review and revision of practices; finding; conditions.**

Sec. 3.

(1) A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation alleged to be a nuisance conforms to generally accepted agricultural and management practices according to policy determined by the Michigan commission of agriculture. Generally accepted agricultural and management practices shall be reviewed annually by the Michigan commission of agriculture and revised as considered necessary.

(2) A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation existed before a change in the land use or occupancy of land within 1 mile of the boundaries of the farm land, and if before that change in land use or occupancy of land, the farm or farm operation would not have been a nuisance.

(3) A farm or farm operation that is in conformance with subsection (1) shall not be found to be a public or private nuisance as a result of any of the following:

(a) A change in ownership or size.

**(b) Temporary cessation or interruption of farming.**

(c) Enrollment in governmental programs.

(d) Adoption of new technology.

(e) A change in type of farm product being produced.

I will better explain how this statute and the Generally Accepted Agricultural Management Practices (GAAMP's) enter into this discussion at the meeting. For now, it is my opinion that there is an expectation that agricultural uses can cease for a period of time and recommence at some point, allowing such uses to remain 'grandfathered' for an undetermined amount of time. This could be many years based upon rulings by the state.

Summarily, the question before the ZBA is, under what circumstances are agricultural operations ceased temporarily and what conditions indicate a permanent change in status for agricultural use.

To deliberate on this case, we have the subject parcel at hand. The facts, as we understand them, are as follows:

1. The property in or near its entirety was used as agricultural land till some point in the early 2000s when this use was discontinued in preparation for residential development. The exact date or year is unknown.
2. The entirety of the parcel was planned for a Planned Unit Development that included residential uses and all accompanying infrastructure and common elements.
3. The properties that were developed were split from the parent parcel before improvements were made.
4. The parent parcel, as it remains today, has remained fallow without any other structures, improvements, residential landscaping, or uses being introduced.

February 20, 2013  
Zoning Board of Appeals  
Right to Farm Interpretation

Given the impacts of crop based agriculture as I understand them and the circumstances as they apply to this property, I do not see any reason to find that the cessation of activities was more than temporary, intended or not. If the land had been developed in some fashion or even put to recreational or residential use, I can see how this could indicate a change of use. However, there has not been any other disturbance or use of this property, and the existence of a plan for development has not precluded the raising of crops in any other case (i.e. the Meijer property).

In the interest of permitting the highest and best use of this property, fulfilling the spirit of the RTFA, and in securing the public health and safety, I believe agricultural crop production should be able to recommence at this location provided such activities comply with GAAMP's.

Should the ZBA come to the same conclusion, note that this interpretation would apply to similarly situation parcels in the city as well. Such parcels could include the north end of the Meijer property and the Gateway property off of Miller Road.

The petitioner and staff will be at the meeting to better describe the conditions and explain the RTFA. If you have any questions or have comments, please contact the city office or send me an email. I shall see you at the meeting. **Please RSVP! It can be difficult to get a quorum so please attend!**

Sincerely,



Adam H. Zettel, AICP  
Zoning Administrator  
City of Swartz Creek  
[zettelconsulting@charter.net](mailto:zettelconsulting@charter.net)



**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE ZONING BOARD OF APPEALS  
DATE 03/15/12**

The Regular Meeting was called to order at 6:03pm by Chairman Schultz in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board members Present: Porath, Packer, Schultz, Smith, Stephens.  
Alternates Present: Gilbert.

Board members Absent: Stiff.

Staff Present: Adam Zettel

Others Present: Jeff None.

**APPROVAL OF MINUTES:**

**Resolution No. 120315-01**

**(Carried)**

Motion by Boardmember Smith  
Second by Boardmember Packer

The Swartz Creek City Zoning Board of Appeals hereby approves the Agenda of the Regular Board Meeting of March 15, 2012 as presented.

YES: Unanimous Voice Vote.  
NO: None. Motion declared carried.

**Resolution No. 120315-02**

**(Carried)**

Motion by Boardmember Packer  
Second by Boardmember Stephens

The Swartz Creek City Zoning Board of Appeals hereby approves the Minutes of the Regular Board Meeting February 16, 2012, to be circulated and placed on file.

YES: Unanimous Voice Vote.  
NO: None. Motion declared carried.

**Meeting Open To The Public**

None.

**Business**

**OFFICER SELECTION:**

**Resolution No. 120315-03**

**(Carried/Denied)**

Motion by Boardmember Smith  
Second by Boardmember Schultz

The Swartz Creek Zoning Board of Appeals selects Ronald Schultz for the Chairperson, Jim Packer as the Vice Chairperson, and Ronald Smith as the Secretary of the Swartz Creek Zoning board of appeals to serve as the for a twelve month period commencing immediately and ending at the next annual meeting or as stated in the bylaws.

Roll Call:

YES: Smith, Stephens, Packer, Porath, Schultz.

NO: None. Motion declared carried.

**Meeting Open to the Public**

None.

**FINAL REMARKS BY BOARDMEMBERS:**

Curt Porath wanted to know if any members had terms expiring this year. No one was sure. The ZBA thanked John Gilbert for attending.

**ADJOURNMENT:**

**Resolution No. 120315-04**

**(Carried)**

Motion by Boardmember Stephens  
Second by Boardmember Smith

The Swartz Creek City Zoning Board of Appeals adjourns the March 15, 2011 Zoning Board of Appeals meeting.

YES: Unanimous Voice Vote

NO: None. Motion declared carried.

The board unanimously declared the meeting adjourned at approximately 6:15 p.m.

---

Ronald Smith  
Secretary

# Flint Area Narcotics Group



P.O. Box 614

- Grand Blanc, MI 48480

- 810-233-3689

RECEIVED

January 25, 2013

FEB 12 2013

Chief Rick Clolinger  
Swartz Creek Police Department  
8100-A Civic Drive  
Swartz Creek MI 48473

Dear Chief Clolinger:

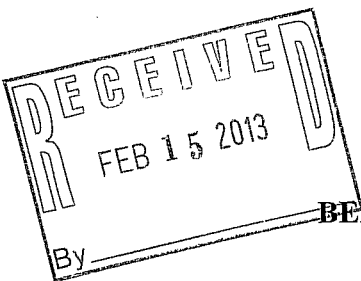
I would like to thank you on behalf of both the officers assigned at the Flint Area Narcotics Group (FANG) and the FANG Board members for your continued and past support. As you are aware, in years past, due to budget constraints FANG was unable to provide additional funding to its supporters by virtue of seized forfeiture monies. Fortunately, this year, FANG is able to return to each of our FANG supporters 100% of what they paid to FANG in dues for FANG operating expenses during FY2012/13.

At the FANG board meeting that was held on January 17, 2013, it was agreed that FANG would return 100% of each contributing municipalities dues for FY2012/13 in one lump sum payment. Enclosed, please find payment for FANG FY2012/13 dues. We at FANG look forward to continuing working with you and your constituents in the future. If you have any questions or concerns or would like me to address your board at a future date, please do not hesitate to contact me at your earliest convenience.

Thank you again for your continued support to FANG and all of its members.

Sincerely,

D/F/Lt. Patrick D. Richard, Section Commander  
Flint Area Narcotics Group  
Michigan State Police



STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING  
FOR THE NATURAL GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-17197

- Consumers Energy Company is requesting approval from the Michigan Public Service Commission to increase its rates for the distribution of natural gas and for other relief.
- **A TYPICAL RESIDENTIAL CUSTOMER WHO USES 93 Mcf (THOUSAND CUBIC FEET) OF NATURAL GAS PER YEAR MAY SEE A NATURAL GAS COST INCREASE OF APPROXIMATELY \$28 PER YEAR IF THE MICHIGAN PUBLIC SERVICE COMMISSION APPROVES THE REQUEST.**
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

**DATE/TIME:** February 27, 2013, at 10:00 a.m.  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Sharon L. Feldman

**LOCATION:** Constitution Hall  
525 West Allegan  
Lansing, Michigan

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

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) February 1, 2013 application, which seeks Commission approval to: 1) adjust its retail natural gas rates to provide additional revenue of approximately \$48.9 million annually based on a July 1, 2013 through June 30, 2014 test year; 2) adjust the Company's existing retail natural gas rates to produce a rate of return on common equity of not less than 10.50%; 3) implement a gas revenue decoupling mechanism to annually reconcile non-fuel rate revenues approved by the Commission in the most recent case to non-fuel rate revenues generated through actual sales during the period of time under evaluation; 4) implement an annual Uncollectible Expense True-Up Mechanism; 5) implement pension and retiree health care and life insurance (OPEB) equalization mechanisms; 6) implement a one-time Investment Recovery Mechanism to recover the annual revenue requirement associated with 2015 average incremental rate base and associated direct expenses

beyond the level ultimately approved for the test year ending June 30, 2014; and to adjust its retail gas rates in 2015 to provide annual incremental revenue of \$69.9 million in addition to the requested \$48.9 million increase; and 7) modify the rates, rules, and regulations as described in the Company's filing. Details of Consumers Energy's proposals are contained in the application and filing materials.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by February 20, 2013. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his/her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information: available on the Michigan Public Service Commission's website, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

**CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.**

February 5, 2013

STATE OF MICHIGAN

IN THE GENESEE COUNTY CIRCUIT COURT

CITY OF SWARTZ CREEK,

Plaintiff,

Case No. 12-99167-CH

-vs-

Hon. Richard B. Yuille

SWARTZ CREEK VENTURES, L.L.C.,  
a Michigan limited liability company,  
TCF NATIONAL BANK, a Michigan  
banking institution, MID-NITE VIDEO  
OF CLIO, INC., a Michigan corporation,  
P. SAROKI, INC., a Michigan  
corporation, D & A ENTERPRISES, INC.,  
a Michigan corporation, LAYLA SAROKI, and  
TALMER BANK AND TRUST, a Michigan  
banking institution,

Defendants.



---

SIMEN, FIGURA & PARKER, P.L.C.  
BY: MICHAEL J. GILDNER (P49732)  
Attorney for Plaintiff  
5206 Gateway Centre, Suite 200  
Flint, Michigan 48507  
(810) 235-9000

---

**ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AND  
QUIETING TITLE**

The City of Swartz Creek filed a Motion and Brief for Entry of Default Judgment against Defendants, SWARTZ CREEK VENTURES, L.L.C., MID-NITE VIDEO OF CLIO, INC., P. SAROKI, INC., D & A ENTERPRISES, INC., LAYLA SAROKI, and TALMER BANK AND TRUST. None of those Defendants filed a response to that motion, nor did any of them respond to the Summons and Complaint. For the reasons stated on the record on February 4, 2013,

IT IS ORDERED that default judgment shall enter against SWARTZ CREEK VENTURES, L.L.C., MID-NITE VIDEO OF CLIO, INC., P. SAROKI, INC., D & A ENTERPRISES, INC., LAYLA SAROKI, and TALMER BANK AND TRUST and in favor of the City of Swartz Creek.

IT IS FURTHER ORDERED that title to the property described more specifically in Exhibit 1 is quieted in the name of the City of Swartz Creek and the City holds full legal and equitable title to that property in fee simple absolute, free and clear of any and all claims of Defendants in this action.

THIS IS A FINAL ORDER IN THAT IT RESOLVES THE LAST PENDING CLAIM BETWEEN THE PARTIES.

**RICHARD B. YUILLE**  
**P-22664**

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

\_\_\_\_\_  
Hon. Richard B. Yuille  
Circuit Judge

Prepared by:  
Michael J. Gildner (P49732)

2/14/13

**EXHIBIT 1**

Land situated in the City of Swartz Creek, County of Genesee, and State of Michigan, to wit:

PART OF LOTS 1 AND 2 BEG AT NE COR OF LOT 1 TH S 79.20 FT TH SWLY ALONG SLY LOT LINES OF LOTS 1 AND 2 183.17 FT TH NLY 188.50 FT TH E 200 FT TO PLACE OF BEG.  
CUMMINGS BERLIN ACRES

Commonly known as: 7026 Miller Road, Swartz Creek  
Tax ID No. 58-36-576-001