

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday May 13, 2013 7:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of April 22, 2013 MOTION Pg. 7, 14-18
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7, 2-6
 - 6B. Monthly Check Ledger Pg. 19-22
 - 6C. Monthly DPW Report Pg. 23-28
 - 6D. City Clerk Update, May 7 Elections, Electronic Poll Books Pg. 29
 - 6E. Taco Bell Plans, Planning Commission Minutes (Agenda Item) CD
 - 6F. Hometown Days, Riverbend Striders Permit Applications (Agenda Item) CD
 - 6G. 2013-2014 FY Budget (Agenda Item) CD
 - 6H. Draft Fire Agreement (Agenda Item) Pg. 30-56
 - 6I. 2014-2017 Draft TIP Plan CD
 - 6J. Meijer MI-LCC SDD License Pg. 57
 - 6K. Historical Society Letters Pg. 58-61
 - 6L. Fee Notices, Nation Health Care Plan Pg. 62-64
 - 6M. Summer Movie Program Schedule Pg. 65
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. Presentation, Sharon Bratcher, Swartz Creek Life Publication PRES. Pg.
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Taco Bell, Final Site Plan Approval RESO. Pg. 8, CD
 - 8B. Taco Bell, Special Land Use Permit, Drive Through RESO. Pg. 8, CD
 - 8C. Elms-Miller Commercial PDD-PUD Amendment RESO. Pg. 9, CD
 - 8D-8N. Various Permits, Hometown Days, Fire Dept, Riverbend Striders RESO. Pg. 9-13, CD
 - 8O. 2013-2014 FY Budget RESO. Pg. 13, CD
 - 8P. Fire Agreement DISC. Pg. 30-56
 - 8Q. Meijer Grand Opening Donation, Improvements 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 May 13, 2013 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 10-May-2013

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

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

Included on tonight's CD (but not printed), is the full 2014-2017 Draft TIP Plan. The draft is the County MPO's public hearing copy and for the most part, finalized. I'll have some projections associated with the planned projects within the next couple of meetings.

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

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

Morrish Road Bridge Deck Project (Summer, 2013)

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

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

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

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

Included with tonight's packet is a draft copy of the 2013-2014 FY Budget. Below is a totals table. Detail fund data can be found on your CD in two different formats, Adobe (pdf) and excel. I've also included net effect on fund balance data that spans 2006 through June 30, 2014 (projected). I've got some conversation for everyone tonight!

	FY 12	FY 13	FY 13	FY 13	FY 13	FY 14	FY 14	FY 14	FY 14	FY 14	FY 14	FY 14
	Actual	Estimated	Estimated	Estimated	Estimated	Recom'd	Recom'd	Recom'd	Recom'd	Effect on	Effect on	Estimated
	YE	YE	YE	Effect on	Year End	Operating	Project	Operating	Project	Fund	Fund	Year End
	Balance	Revenues	Expend	Balance	Fund Balance	Revenues	Revenues	Expend	Expend	Balance	Fund Balance	
General Fund	1,311,189	1,725,332	1,697,925	27,406	1,338,595	1,713,753	15,849	2,076,778	30,066	(377,242)	961,353	
Major Streets Fund	580,969	499,575	362,163	137,412	718,381	275,039	4,000	141,721	149,872	(12,554)	705,827	
Local Streets Fund	63,799	100,444	78,726	21,718	85,517	82,945	16,000	113,043	33,500	(47,598)	37,919	
Garbage Fund	472,748	336,333	421,749	(85,416)	387,332	344,631	0	477,655	0	(133,024)	254,308	
DDA Fund	41,364	3,059	7,980	(4,921)	36,443	1,280	1,000	6,750	2,500	(6,970)	29,473	
Drug Enforcement Fund	14,119	52,231	52,230	2	14,121	0	0	11,966	0	(11,966)	2,154	
Senior Citizens Fund	50	9	56	(47)	3	0	0	2	0	(2)	0	
City Hall Debt Fund	2,420	83,851	83,805	46	2,466	81,353	0	81,330	0	23	2,489	
Capital Projects Fund	0	9	9	0	0	0	0	0	0	0	0	
Fire Equip Fund	81,499	150	0	150	81,649	150	0	0	0	150	81,799	
Water Fund	1,059,860	1,391,033	1,365,784	25,249	1,085,109	1,510,592	0	1,483,770	0	26,822	1,111,931	
Sewer Fund	2,113,728	1,086,796	1,132,946	(46,150)	2,067,578	1,088,427	0	1,021,491	125,000	(58,064)	2,009,514	
Motor Pool Fund	266,100	152,672	210,790	(58,118)	207,982	147,260	0	216,824	0	(69,564)	138,418	
Sidewalks Fund	4,424	0	0	0	4,424	0	0	4,424	0	(4,424)	0	
Weed Fund	30,317	0	0	0	30,317	0	0	30,317	0	(30,317)	0	
Sewer Assessment Fund	3,650	0	0	0	3,650	0	0	0	0	0	3,650	
Totals	6,046,236	5,431,493	5,414,162	17,331	6,063,567	5,245,430	36,849	5,666,072	340,938	(724,731)	5,338,837	

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

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

☐ **REHABILITATION PROGRAM** *(Status)*

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

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

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

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

The Council selected the Biggby Project at the Special Meeting of February 20, 2012. 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:	June, 2013
Commence Construction:	T.B.D.

We are all set to close. The holdup is now me. The Atkinson's intend to grade and seed the property this week. They are not in a hurry to construct as they are in the process of getting another shop up and running. I've been delayed on a variety of matters, specifically Meijer and finances. I'll seek to get this closed right after Meijer is running and we are past budget.

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

Pending.

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

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

✓ **LABOR CONTRACTS, SHARED SERVICES, BUILDING DEPARTMENT** *(Status)*

The POLC, AFSCME, Supervisor, Assessor, Zoning Administrator and Part-Time Police Officers have been settled. The remaining loose ends are the building inspector's employment agreement, which in part is addressed in the Shared Services Study and the City Manager contract. Mundy Township has officially offered its commitments to perform building services for the City and Flint Township. We continue to look into the building services consolidation.

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

At the last meeting, we discussed changes in the agreement presented by the Township. I presented the discussion notes to Mr. Gildner who was going to meet with the Township Attorney. He will be at tonight's meeting to discuss the matter with the

Council. Also included with tonight's packet is a letter I received from the Fire Board. I'll bring the Council up to date on follow up discussions related to the letter.

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

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

✓ **MEIJER OPENING, INTERSTATE TRAFFIC SIGNAL (Discussion)**

The signal installation is completed and although behind schedule a bit, should be cycling by the 16th. The light has to flash for seven days before it can be set to cycle. At any rate, here are updated costs estimates for the signal and street lights:

Meijer Entrance & I-69 Traffic Signal

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

I've set this for a discussion to chat about Meijer donation to the City in conjunction with their Grand Opening. As the Council may recall, we had a brief discussion on this matter a month or so ago. Plans have been solidified and before we get much further, I want to be sure the Council is on board.

The soft opening and ribbon cutting is scheduled for the 16th with a public grand opening set to begin on the 18th. The Council is invited to the ribbon cutting. It's been a long seven years, so please try and attend.

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

❑ **CLASS "C" NEW, 8013 MILLER, MONTINI (Status)**

The Council has referred this to the Planning Commission. The request needs review as it may be a significant change of use and accompanies a request for outdoor sales. The applicant, via his attorney, has been informed that they need a formal submission. As of yet, they have not filed with the City.

❑ **NEW SDM & SDD, 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)**

We have been awarded a \$30,000 grant from the State's Emergency Management Division from the damage that occurred during the May 4th 2012 flood. Work has begun and should be completed this week. Zeller & Sons Contracting will be doing the work at the low bid of \$27,000.

✓ **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 on several matters either late this month or first of June. In the meantime, they continue to repair poor workmanship locations in the overhead infrastructure. I'll keep the Council posted on developments.

- ✓ **MI-DEQ SCRAP TIRE GRANT** (*Status*)
The Council approved the application to the MI-DEQ for a 50% construction cost grant for public paving improvements that use recycled scrap tires in the asphalt process. We are looking at our parking lots, being Public Safety Building and the north alley lot behind Hank & Don's, as a test. The estimated total project costs are \$322,000 of which the City's match would be \$182,000 (includes design and construction engineering). We've made it past the initial application process and have been invited to continue in the process. On another note, if the grant works, then it may be something to look at for paving some of the local streets in the future.
- ✓ **FARMERS MARKET** (*Status*)
The first one was held May 5th with a light turnout which is expected to improve as the season progresses. The DDA met on May 9th and have agreed to fund the Market. The budget has been adjusted to reflect this.
- ✓ **TITLE VI & L.E.P. REQUIREMENTS** (*Status*)
Into the state for some much needed review and critiquing.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **TACO-BELL: FINAL APPROVAL, SLU PERMIT, PDD AMENDMENT** (*Resolutions*)
Included with tonight's agenda is a Planning Commission recommendation for final site plan approval to construct a Taco-Bell at Miller & Elms, accompanied by a special land use permit for a drive through take-out window. The recommended approval also provides for a couple of waivers related to parking, stacking and a by-pass lane. Additionally, the original PUD-PDD needs some housekeeping items added, via an amendment, specifically a mandate for a privacy fence along the south property line to screen out the residential property, as well as some sidewalk requirements. On another related matter, we originally planned for combined signs when we set up the PUD at the time that Family Farm & Home was constructed. The sign concepts submitted by Taco-Bell are a bit out of formula and will need to visit the Zoning Board of Appeals. Taco bell has set up off premise signs that they will construct and manage. The other two tenants, being Family Farm & Home and whatever constructs on the remaining parcel, can elect to join or forfeit a monument style sign. The out of formula signs are the pylon, being the height, materials and size and the monument at the corner, being the height. Valid hardship arguments can be made at the ZBA. In addition, I have added other housekeeping items, such as a development agreement. The staff concurs with the Planning Commission's recommendation for approval.
- ✓ **HOMETOWN DAYS FESTIVAL** (*Resolutions*)
Included with tonight's program are the myriad of permits related to the Home Town Days Festival. Also included with the HTD grouping of permits are requests for the Riverbend Striders to conduct a 5k foot race and a street closure by the Fire Department for a water-ball contest.
- ✓ **SWARTZ CREEK LIFE PUBLICATION** (*Presentation*)
Ms. Sharon Bratcher, Swartz Creek Life Publication, would like a few minutes of the Council's time to introduce herself and her company. Additional information on the company can be found at www.hibu.com. Ms. Bratcher has asked for a Council

photograph to place in the Swartz Creek Life Magazine, if anyone desires notice to prepare in advance.

Council Questions, Inquiries, Requests and Comments

- *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- *High Utility Bills, 6289 Bristol & 5325 Worchester.* The Council inquired as to why these assessed bills were high. In checking, the Bristol residence is vacant, the water currently turned off. The charges being assessed were accumulated between a year and a year and a half ago. It's now only accumulating the ready to serve charge. On Worchester, this is one that we have arranged to allow to go to taxes. The owner has done this for decades and complained when we went to the turn off approach for delinquents. I believe this is the only one we have this arrangement on.
- *Deteriorated Grain Elevator Building, Morrish at CNA Crossing.* Pending.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday May 13, 2013 7:00 P.M.

Resolution No. 130513-4A **MINUTES – APRIL 22, 2013**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday April 22, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-5A **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 May 13, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-6A **CITY MANAGER'S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of May 13, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-8A

TACO BELL, FINAL SITE PLAN APPROVAL, TAX ID #58-31-551-004 (Portion Thereof)

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the recommendation of the Swartz Creek Planning Commission and approve the final site plan for the construction of a Taco Bell Restaurant, as applied for and illustrated in plans submitted to the City and dated April 17, 2013, with the following conditions:

1. Approval of the drive thru special land use
2. Approval of the PUD Amendment pertaining to the plans dated April 18, 2013.
3. Enter into a Development Agreement with the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-8B

TACO BELL, SPECIAL LAND USE PERMIT, DRIVE THROUGH WINDOW, TAX ID #58-31-551-004 (Portion Thereof)

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the recommendation of the Swartz Creek Planning Commission and approve the Taco Bell Restaurant’s special land use for a drive thru take out window as illustrated in plans submitted to the City and dated April 17, 2013, with the following conditions and waivers:

1. Waiver of a drive thru by-pass lane, as permitted by ordinance
2. Waiver of a traffic impact study, as permitted by ordinance
3. Waiver of the required parking (drive thru stacking spaces), as permitted by ordinance
4. Removal of the exit only access at the drive thru.
5. Removal of strips by drive thru entrance, “pork chop”.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-8C

ELMS-MILLER PDD-PUD AMENDMENT, TAX ID #58-31-551-004

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the recommendation of the Swartz Creek Planning Commission and approve a Planned Unit Development Amendment for the South East corner of Miller and Elms Roads, as detailed in plans submitted to the City and dated April 18, 2013, with the following conditions:

1. All signs shall comply with height, area, material, and other requirements of the zoning ordinance or be granted variances.
2. The sidewalk shall be designed and planned to connect to the Elms Road sidewalk.
3. "Adequate" privacy fence on the south lot line to separate the PUD from the residential area.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

*******Master Resolution*******

Resolution No. 130513-8D-8N MASTER RESOLUTIONS: HOMETOWN DAYS PERMITS, FIRE DEPARTMENT PERMIT, RIVERBEND STRIDERS – CROSS COUNTRY PERMIT

Motion by Councilmember: _____

I Move the City of Swartz Creek approve Resolutions 130513-8A through 130513-8N, allowing for the various permits relative to the annual Swartz Creek Hometown Days events, Swartz Creek Area Fire Department and Riverbend Striders – Cross Country, to be held beginning Tuesday May 28, 2013 and concluding on Monday June 3, 2013, inclusive of all stipulations and conditions as specified and listed within.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-8D

HOMETOWN DAYS, STREET CARNIVAL, GENERAL STREET & PROPERTY USE PERMITS

I Move the City of Swartz Creek approve and authorize the Swartz Creek Hometown Days Committees' application for street closing and City property use permits for the following locations:

- A. Morrish between Miller and Ingalls-Wade, Carnival Midway.
- B. Holland between Miller and Ingalls, Vendor – Carnival.
- C. City Lot located at the southwest corner of Miller and Morrish, Carnival – Midway.
- D. Ingalls at Holland and Park Land located to the North and Northwest of the intersection of Morrish and Ingalls, Carnival & Midway.
- E. City owned property located along the North side of Fortino, West of South Morrish Road, Car Show and Radio D.J., general parking.
- F. City owned property, 4438 South Morrish Road.
- G. City owned property, 4505 Fortino.
- H. Fire Hall out lot properties.
- I. Use of DPW Yard and Generator.

Street and City property use, unless otherwise indicated, begins Tuesday, May 28, 2013 at 9:00 a.m. until Monday June 3, 2013 at 9:00 A.M., for the purpose of, and authorization to conduct a carnival, vendor/display areas, car show and or other similar events under the following stipulations:

- 1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
- 2. Written permission from deed holders of any private properties to be used and appropriate insurance certificates naming such parties as additional insured: City of Swartz Creek, Chase JPM Bank 4459 Fortino Drive, John Alexander DBA J&J Services 5280 Morrish Road, Branoff Trusts Fortino Drive 58-35-576-032: William Kincaid 5086 South Morrish: St. Mary's Catholic Church 4413 Morrish Road: Pentecostal Church of God / Family Worship Center 4494 Morrish Road: Mark O'Brien 5099 South Morrish; Swartz Creek Acquisitions (Race Track) 4290 South Morrish; Swartz Creek Schools 8354 Cappy (High School Middle School); Scott Hoover 8280 Crapo.
- 3. Sufficient number of portable bathrooms placed and located, and liter control program in accordance and under the approval of Director of Community Services.
- 4. General approval of the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

Resolution No. 130513-8E

HOMETOWN DAYS, AMPLIFIED CONCERT MUSIC PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to conduct an outdoor concert to be held at the outdoor football stadium of the Swartz Creek High School on Friday, May 31, 2013 between 4:30 p.m. and 10:00 p.m., under the following stipulations:

- 1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
- 2. Written authorization from the School District Superintendent along with acceptable insurance certificates naming the School District as an additional insured, minimum amount not less than \$1,000,000 (One Million Dollars)
- 3. General approval of the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.
- 4. Music to end no later than 10:00 p.m.

Resolution No. 130513-8F

HOMETOWN DAYS, STREET USAGE PERMIT, MOTOR AND PEDESTRIAN PARADE

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committees' application for street closing / usage permit for Saturday, June 1, 2013 from 11:00 a.m. until 1:30 p.m. for purposes of conducting a parade, streets used to be Cappy Lane, Fairchild Street, Miller Rd, and Frederick St under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. No candy or other objects be thrown or handed from, to or at any vehicle, trailer, float, or similar, and further, that the Hometown Days Committee establish and maintain a list of all participants and/or entries in the parade that identifies a contact person, such contact to be informed by the Hometown Days Committee of the stipulation and motor vehicle code enforcement actions for violations thereof.
3. General approval, and under the direction and control of the Office of the Chief of Police.

Resolution No. 130513-8G

HOMETOWN DAYS PERMIT, AERIAL FIREWORKS DISPLAY

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee's application for one fireworks aerial display to be held on Friday, May 31, 2013, at or shortly after dusk, with a cancellation date of Saturday, June 1, 2013, at or shortly after dusk, to be launched from properties directly west of the Swartz Creek Middle School Building, said properties owned by the Swartz Creek School District and Mr. Scott Hoover, under the following stipulations and conditions:

1. Insurance certificate naming the City as insured in an amount to be determined adequate by the City Manager.
2. Written permission from the aforementioned parcel owners along with acceptable insurance certificates naming said parcel owners as additional insured parties, in an amount to be determined adequate by the City Manager.
3. Traffic Control Plan and administration by the Offices of Chief of Police and Director of Community Services.
4. Detailed Plan submitted to and approved by the Fire Chief.
5. All decisions concerning the event and cancellation thereof, if needed, under the direction and control of the Fire Chief.

Resolution No. 130513-8H

HOMETOWN DAYS PERMIT, OPERATE ENTERTAINMENT TENT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to operate an entertainment tent with the sale of beer and wine for consumption on the premises, along with live entertainment, to be held on Parcel No. 58-02-200-014, owned by William Kincaid and located 5086 Morrish Road, south of Wade Street, beginning Thursday, May 30, 2013 12:00 PM through Sunday, June 2, 2013, 9:30 PM, under the following stipulations:

1. Michigan Liquor Control Commission Approved Application with appropriate insurance in accordance with the rules of the L.C.C. and naming the City and all other property owners as additional insured parties, in an amount not less than \$1,000,000 (One Million Dollars).
2. Portable bathrooms appropriately located and litter control program in accordance and under the approval of Director of Community Services.
3. Traffic control and pedestrian safety plan in accordance with and under the approval of Office of Chief of Police.
4. Adherence to all L.C.C. stipulations and regulations, state and local laws.
5. No music after 11:00 p.m. Thursday, May 30, 2013 and after 1:30 a.m. on Friday, May 31, 2013 (Saturday Morning), and Saturday June 1, 2013 (Sunday Morning), and Sunday June 2, 2013, 9:30 PM.
6. Adequate security as approved by the Chief of Police.
7. Adherence to and under the direction and control of the Office of the Chief of Police.

Resolution No. 130513-8I

HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons as a part of a military concert and ceremonial military honor guard, to be held at the Swartz Creek High School’s outdoor football stadium, on Friday, May 31, 2013, at approximately 9:00 p.m., in conjunction with a concert and aerial fireworks display, with a backup rain date of Saturday, June 1, 2013 at approximately 9:00 p.m. under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

Resolution No. 130513-8J

HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons in conjunction with a Parade and as a ceremonial military honor guard, to be held along Miller Road on Saturday, June 1, 2013, at approximately 12:00 noon, under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

Resolution No. 130513-8K

AMPLIFIED OUTDOOR MUSIC, FEATHER & FIN

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the use of an outdoor music / DJ amplification system at Feather & Finn Ice Cream, 7543 Miller Road, in conjunction with the Swartz Creek Hometown Days Festival, permit for Saturday, June 1, 2013 from 2:00 p.m. until 10:00 p.m., only.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-8L

WAIVER OF INSPECTION FEE, HOMETOWN DAYS COMMITTEE

Motion by Councilmember: _____

I Move the City of Swartz Creek waive the electrical permit inspection fees for the Swartz Creek Hometown Days Committee, in the amount of \$70, for the repair / upgrade of a drop service panel located at 5043 & 5045 Morrish Road.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-8M

STREET CLOSURE PERMIT, FIRE DEPARTMENT WATER-BALL CONTEST

Motion by Councilmember: _____

I Move the City of Swartz Creek permit the closure of the dead end of Civic Drive on Saturday, June 1, 2013 from 2:00 PM to 6:00 PM for the Swartz Creek Area Fire Department, purpose being to hold a water-ball contest in conjunction with the Swartz Creek Hometown Days Festival

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-8N

STREET USE PERMIT, ANNUAL 5K ROAD RACE, SWARTZ CREEK CROSS COUNTRY – RIVERBEND STRIDERS

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the application for a street usage permit to conduct a 5 kilometer foot road race on Thursday, May 30, 2013, 6:00 PM – 7:30 PM, applicant: the River-Bend Striders - Swartz Creek Cross Country Team, in the care of Mr. Allen Murphy, race to be held in Winchester Village Subdivision, in accordance with the application submitted, under the direction and control of the Chief of Police.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130513-8O

2013-2014 FY BUDGET, SET PUBLIC HEARING

Motion by Councilmember: _____

I Move the City of Swartz Creek set a Public Hearing, to be held on Tuesday, May 28, 2013 at 7:00 PM, at the regularly scheduled City Council Meeting, or as soon thereafter as this matter can be heard, to hear public comments and needs regarding the Proposed 2013-2014 Fiscal Year Budget, and further, post a notice of the public hearing in the View News, with a copy of the proposed budget to be available in the Clerk’s Office beginning May 8, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday April 22, 2013 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 4/22/2013

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

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

Others Present: Sharon Shumaker, Bob Plumb, Boots Abrams, Ron Schultz, Tommy Butler, Peggy and Richard Mattson, Mark Kietzman, Bud Grimes.

APPROVAL OF MINUTES

Resolution No. 130422-01

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Shumaker

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

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

APPROVAL OF AGENDA

Resolution No. 130422-02

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of April 22, 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. 130422-03

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

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

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

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

MEETING OPENED TO THE PUBLIC:

Tommy Butler, 40 Somerset, asked if it was against the law to place signs on the telephone poles in the City. He was advised that it is not allowed.

COUNCIL BUSINESS:

Annual Law Day Proclamation

Mayor Krueger read a Law Day Proclamation that the Bar Association requested.

Gary Hicks, Republic-Allied Waste

(Presentation)

Gary Hicks made a presentation thanking the City for letting Republic-Allied Waste service this community.

DPS Director Tom Svrcek mentioned that he is very pleased with the results the City has had with Republic-Allied Waste.

Assessments: Delinquent Water-Sewer, Weeds & Special

Resolution No. 130422-04

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

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

Discussion Took Place.

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

Senior Millage Delinquent Tax Distribution

Resolution No. 130422-05

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Shumaker

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

Discussion Took Place.

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

Bid Award & Appropriation, Lawn Care Services

Resolution No. 130422-06

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

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

Discussion Took Place.

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

Park Use Request- Boy Scout Pack 122

Resolution No. 130422-07

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the use of Pavilion #2 at Elms Road Park on Saturday, May 18, 2013, free of charge, for the annual Crossover Family Event for Cub Scout Pack 122.

Discussion Ensued.

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

Park Use Request-Swartz Creek Area Art Guild

Mayor Pro-Tem Abrams moved to postpone discussion and decision on the Art Guild request until more information could be gathered. Council voted unanimously to postpone.

Hometown Days- City Participation

(Discussion)

Mayor Krueger spoke about the Chamber of Commerce having their own tent at Hometown Days. Mr. Krueger stated that the Chamber is offering space to the City, free of charge, to give out information about the City. Mr. Krueger made an appeal for anyone who would like to volunteer their time.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath asked if there was any more word from Meijer in reference to their donation offer. He was advised there was no further information.

Councilmember Shumaker spoke about a new Swartz Creek magazine. Mr. Shumaker mentioned a letter from the cable company that was in the Council packet. Mr. Shumaker asked if the City was notified when events that require City involvement, such as Hometown Days Parade, Homecoming Parade, etc take place in the city.

Councilmember Hicks spoke about the Emergency Management County Drill and asked why the City was not participating.

Councilmember Hurt stated that he is looking for copy for the newsletter.

Mayor Pro-Tem Abrams congratulated Councilmember Hicks for receiving an award from the General Federation of Women's Clubs, "Miss Federation." Mr. Abrams spoke about Law Day being May 1st.

Mayor Krueger spoke about the Chamber of Commerce luncheon, stating that he could not attend and asked if anyone wanted to attend in his absence.

Adjournment

Resolution No. 130422-08

(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 8:33 p.m.

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

David A. Krueger, Mayor

Juanita Aguilar, City Clerk

05/01/2013

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 04/01/2013 - 04/30/2013

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
04/04/2013	37381	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	90.25 27.31 117.56
04/04/2013	37382	CITY OF SWARTZ CREEK	12/20/12-3/20/13 UB 4125 ELMS 12/20/12-3/20/13 UB 5121 MORRISH 12/20/12-3/20/13 UB 5363 WINSHALL 12/20/12-3/20/13 UB 8059 FORTINO 12/20-3/20/13 UB 8083 CIVIC 12/20/12-3/20/13 UB 8095 CIVIC 12/20/12-3/20/13 UB 8100 CIVIC	249.40 114.51 249.40 47.45 512.54 220.08 499.80 1,893.18
04/04/2013	37383	CONSUMERS ENERGY	3/1-3/31/13 4524 MORRISH RD	43.35
04/04/2013	37384	CONSUMERS ENERGY	3/1-3/31/13 ELMS PARKING LOT	29.43
04/04/2013	37385	CONSUMERS ENERGY	3/1-3/31/13 STREET LIGHTS	10,059.04
04/04/2013	37386	CONSUMERS ENERGY	3/1-3/31/13 TRAFFIC LIGHTS	399.66
04/04/2013	37387	CONSUMERS ENERGY	3/1-3/31/13 SIRENS	27.80
04/04/2013	37388	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,715.90
04/04/2013	37389	FIDELITY SECURITY LIFE INSUR/EYEMED	APRIL 2013 VISION - RETIREES (4)	20.98
04/04/2013	37390	GILL ROYS HARDWARE	AEROSOL LUBRICANT/SANDING DISC COMMERCIAL HOSE TARP/STREETCH CORD PLASTIC STAKES AAA BATTERIES SOAP/PINE-SOL SANDING BELT/WOOD FILLER/MORTAR MIX MARCH 2013 DISCOUNT	19.18 59.99 23.98 9.99 8.99 9.46 19.55 (14.67) 136.47
04/04/2013	37391	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	300.00
04/04/2013	37392	KLEE MFG & DIST	FLAGS (5)	267.00
04/04/2013	37393	LEON BUNING	NOV-DEC 2012 ELEC INSPECTIONS JAN-MARCH 2013 ELEC INSPECTIONS	280.00 1,000.00 1,280.00
04/04/2013	37394	MID-EASTERN MI BRANCH OF APWA	MIOSHA MTG 4/30/13 (3)	30.00
04/04/2013	37395	PRINTING SYSTEMS	ID CARDS/MSTR CARDS/AV APP/ENVLPS/LABELS	168.00
04/04/2013	37396	ROBERT R DAVIS	JAN-MARCH 2013 MECH/PLUMB INSPECTIONS	1,980.00
04/04/2013	37397	ROWE PROFESSIONAL SERVICES CO	MORRISH DRAINAGE/BP GAS TRAFFIC STUDY	1,028.00
04/04/2013	37398	ROWE PROFESSIONAL SERVICES CO	PREPARING PARKS & REC'S 5 YEAR PLAN	697.25
04/04/2013	37399	RWS OF MID MICHIGAN	FY13 GARBAGE/RECYCLING/YARD WASTE	20,554.56
04/04/2013	37400	SIMEN FIGURA & PARKER PLC	MARCH 2013 GEN'L/TRAFFIC/ORDIN	1,584.50
04/04/2013	37401	SUBURBAN AUTO SUPPLY	MINI LAMP #903	3.99
04/04/2013	37402	VALLEY PETROLEUM	3/16-3/31/13 FUEL USAGE - POLICE	1,267.83
04/04/2013	37403	VALLEY PETROLEUM	3/16-3/31/13 FUEL USAGE -DPW	690.86
04/11/2013	37404	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	77.37 27.50 104.87

04/11/2013	37405	BRIDGEPORT EQUIPMENT CO	PARTS FOR CASE BACKHOE	44.55
04/11/2013	37406	C & H CONSTRUCTION CO INC	CATCH BASIN REPAIR 4072 ELMS	833.50
04/11/2013	37407	CHARTER TOWNSHIP OF MUNDY	1/2 COST OF LIVESCAN 4/1/13-4/1/14	1,747.50
04/11/2013	37408	CITY OF MT MORRIS	COLD PATCH	135.98
04/11/2013	37409	CONSUMERS ENERGY	3/6-4/4/13 A 5121 MORRISH RD	639.14
04/11/2013	37410	CONSUMERS ENERGY	3/5-4/2/13 A WINSHALL RESTROOMS	22.73
04/11/2013	37411	CONSUMERS ENERGY	3/5-4/4/13 A 8059 FORTINO	50.69
04/11/2013	37412	CONSUMERS ENERGY	3/5-4/4/13 A 8083 CIVIC DR	830.80
04/11/2013	37413	CONSUMERS ENERGY	3/5-4/4/13 A 8095 CIVIC DR	921.00
04/11/2013	37414	CONSUMERS ENERGY	3/5-4/4/13 A 8100 CIVIC DR	1,287.26
04/11/2013	37415	CONSUMERS ENERGY	3/5-4/3/13 A 8301 CAPPY LN	368.53
04/11/2013	37416	CONSUMERS ENERGY	3/5-4/3/13 A 8499 MILLER RD	22.89
04/11/2013	37417	CONSUMERS ENERGY	3/5-4/3/13 A 9099 MILLER RD	9.82
04/11/2013	37418	CONSUMERS ENERGY	3/5-4/2/13 A 5257 WINSHALL DR	22.24
04/11/2013	37419	CONSUMERS ENERGY	3/5-4/2/13 A 5361 WINSHALL DR	22.24
04/11/2013	37420	CONSUMERS ENERGY	3/6-4/4/13 A 8011 MILLER RD	22.24
04/11/2013	37421	COOKS DIESEL RV & TRUCK REPAIR	REPAIR DUMP TRUCK #1204	592.29
04/11/2013	37422	D & G SIGNS LLC	SIGN FOR ELECTION	35.88
04/11/2013	37423	DECATUR ELECTRONICS INC	G-2 RADAR CABLE 8'/G-2 RADAR CABLE 22'	0.00
		Void Reason: MATERIALS RETURNED BY R DESHANO		
04/11/2013	37424	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	85.88
04/11/2013	37425	FLINT JOURNAL	1 YR SUBSCRIPTION 4/12/13-4/10/13	168.22
04/11/2013	37426	GLASSBURN EXCAVATING LLC	REPAIR & PAINT DUMP BOX #11	700.00
04/11/2013	37427	MID MICHIGAN MANUFACTURING	JETTED SWR MILLER/ELMS/WINSHALL/OAKVIEW	1,145.00
04/11/2013	37428	RICHARD ABRAMS	SMALL CITIES MTG 4/3/13 DINNER/MILEAGE	50.48
04/11/2013	37429	RICK DESHANO	CAMERA BATTERIES/BATTERY CHARGER	52.98
04/11/2013	37430	ROWE PROFESSIONAL SERVICES CO	CONST ENG AND TESTING SRVCS MORRISH RD B	550.00
04/11/2013	37431	SWARTZ CREEK AREA SENIOR CITZ.	BALANCE OF 2011 CDBG SPENT	100.00
			2012 CDBG FEB 2013 EXPENDITURES	187.90
			2012 CDBG MARCH 2013 EXPENDITURES	178.10
				466.00
04/11/2013	37432	UPS	UPS SHIPPING	9.32
04/11/2013	37433	URBAN HOMEMAKER LLC	ADVANCE FOR EARTH DAY CLEANING KIT (2)	121.98
04/11/2013	37434	VERIZON WIRELESS	MARCH 2013 MONTHLY BILL	496.79
04/11/2013	37435	VIEW NEWSPAPER GROUP	3/7/13 WEED NOTICE & BOR	136.80
04/12/2013	37436	CONSUMERS ENERGY	N MORRISH RD STREETLIGHTS	15,662.50
04/18/2013	37437	1ST AYD CORPORATION	PINE LIFT STATION CLNR/SWEEPING COMPOUND	271.72
04/18/2013	37438	ADAM H ZETTEL	CONSULTING SERVICES	731.25
04/18/2013	37439	AMERAPLAN INC	MONTHLY HEALTH BILLING FOR MAY 2013	254.25
04/18/2013	37440	AMERICAN MESSAGING	4/15-5/14/13 8108332563 8108331159	23.93
04/18/2013	37441	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	77.37
			MATS, SUPPLIES	27.50
				104.87
04/18/2013	37442	BLUE CARE NETWORK-EAST MI	MAY 2013 RETIREE MED INS KELLY	460.05
			MAY 2013 RETIREE MED INS PETRUCHA	1,058.11
			MAY 2013 RETIREE MED INS TYLER	460.05
			MAY 2013 RETIREE MED INS SHANNON	460.05
			MAY 2013 CLAIM TAX ASSESSMENT	157.52
				2,595.78
04/18/2013	37443	C & M WIRE ROPE & SUPPLY CO	POLY WEB SLINGS (3)/LEATHER GLOVES (8)	207.10
04/18/2013	37444	CARRIER & GABLE INC	SIGNAL MORRISH/I-69	71,670.00
04/18/2013	37445	CONSUMERS ENERGY	3/8-4/5/13 A 6425 MILLER PARK AND RIDE	66.39
04/18/2013	37446	CONSUMERS ENERGY	3/7-4/5/13 A 4125 ELMS RD PAVILION	23.71
04/18/2013	37447	CONSUMERS ENERGY	3/7-4/5/13 E 4125 ELMS RD	29.58
04/18/2013	37448	COOKS DIESEL RV & TRUCK REPAIR	CHANGED OIL & FILTERS STREET SWEEPER	342.26

04/18/2013	37449	DEANNA KORTH	ADVANCE FOR MAY 7 2013 ELECTION	100.00
04/18/2013	37450	DELTA DENTAL PLAN	MAY 2013 DENTAL - RETIREES (4)/EST. TAX	290.24
04/18/2013	37451	DONALD KORTH	RESOLVE COMPUTER ISSUE AT POLICE	75.00
			INSTALL NEW AVAYA PROC/PHONE PUB SAFETY	750.00
				825.00
04/18/2013	37452	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
04/18/2013	37453	GEN CTY ROAD COMMISSION	MARCH 2013 S-MTCE & OPERATIONS	358.22
04/18/2013	37454	GENESEE CTY DRAIN COMMISSIONER	WATER CONNECTION FEE 5191 PARKRIDGE PKWY	1,000.00
04/18/2013	37455	GENESEE CTY DRAIN COMMISSIONER	SEWER JAN-MARCH 2013	134,861.31
04/18/2013	37456	GENESEE CTY DRAIN COMMISSIONER	2/27-3/27/13 COMM/READY TO SERVE	68,990.73
04/18/2013	37457	LETAVIS ENTERPRISES INC.	VEH. WASHES MARCH 2013	168.75
04/18/2013	37458	MC & E/ELECTION SOURCE	CANVAS BALLOT BAGS (10)	199.73
			ROLLING SUPPLY BAGS (2)	338.76
				538.49
04/18/2013	37459	MLIVE MEDIA GROUP	FLINT JOURNAL AD LT POSITION	346.40
04/18/2013	37460	MOE SALES & SERVICE INC	ADVANCE FOR POWER WASHER	2,992.50
04/18/2013	37461	MY-CAN LLC	PORTA JON RENTAL ELMS PARK 3/14-4/12/13	140.00
04/18/2013	37462	PAAM	2013 SUB. ELECTRONIC PACC WARRANT MANUAL	100.00
04/18/2013	37463	SELF SERVE LUMBER CO.	TREATED LUMBER	213.31
04/18/2013	37464	STATE OF MICHIGAN-DEQ WTR	9/30/12-3/29/13 DRINKING WATER LAB TEST	768.00
04/18/2013	37465	SUBURBAN AUTO SUPPLY	AIR FILTERS	79.95
			SUPER CLEAN DEGR	6.99
			OIL FILTER	3.99
			RUB. UNDERCOATING	17.18
			RUB. UNDERCOATING	17.18
			PAINT/TRUCK #11	15.98
				141.27
04/18/2013	37466	SWARTZ CREEK AREA FIRE DEPT.	MARCH 2013 MONTHLY RUNS	2,012.63
04/18/2013	37467	SWARTZ CREEK SCHOOLS	10 CASES OF COPY PAPER	259.80
04/18/2013	37468	UNITED METHODIST CHURCH -SW CK	MAY 7 2013 ELECTION	700.00
04/18/2013	37469	UNUM LIFE INSURANCE	MAY 2013 LIFE INS SHANNON/SNELL	15.40
04/18/2013	37470	VALLEY PETROLEUM	4/1-4/15/13 FUEL USAGE - DPW	499.70
04/18/2013	37471	VALLEY PETROLEUM	4/1-4/15/13 FUEL USAGE - POLICE	1,201.06
04/18/2013	37472	VILLAGE CLEANERS	UNIFORM CLEANING MARCH 2013	141.75
04/18/2013	37473	WESTERN UNION	OVRPMT 58-80-367-109 DELQ 2012	6.09
04/18/2013	37474	WESTERN UNION FINANCIAL SERVICE	OVRPMT 58-80-748-204 DELQ 2012	8.13
04/18/2013	37475	CITY OF SWARTZ CREEK	REIMB PETTY CASH	199.02
04/19/2013	37476	AA ANCHOR BOLT INC	ANCHOR BOLTS & HARDWARE PER QUOTE	4,247.50
04/25/2013	37477			0.00 V
04/25/2013	37478			0.00 V
04/25/2013	37479			0.00 V
04/25/2013	37480	A+ SUPPLY CO INC	ELECTRICAL SUPPLIES	122.93
			LIGHT BULBS (7)	45.16
			LIGHT BULBS (10)	83.30
				251.39
04/25/2013	37481	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.50
			UNIFORMS, MATS, SUPPLIES, ENV.	77.37
				104.87
04/25/2013	37482	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT. AGREEMENT	64.42

04/25/2013	37483	BS & A SOFTWARE	5/1/13-5/1/14 ANNUAL MAINT UB	930.00
			5/1/13-5/1/14 ANNUAL MAINT PAYROLL	785.00
			5/1/13-5/1/14 ANNUAL MAINT PURCH ORDER	580.00
			5/1/13-5/1/14 ANNUAL MAINT ACCTS PAYABLE	580.00
			5/1/13-5/1/14 ANNUAL MAINT CASH RECEIPTS	580.00
			5/1/13-5/1/14 ANNUAL MAINT COMPL TRACK	600.00
			5/1/13-5/1/14 ANNUAL MAINT DELQ PERS PRO	220.00
			5/1/13-5/1/14 ANNUAL MAINT GEN LEDGER	680.00
				4,955.00
04/25/2013	37484	COMCAST BUSINESS	4/26-5/25/13 CITY HALL	275.80
04/25/2013	37485	CREEK AUTO SERVICES LLC	REPLACE & REPAIR WIPERS 05-649	39.00
			LOF MONTHLY MAINT 12-144	29.95
			LOF MONTHLY MAINT 10-161	29.95
			LOF MNTH MAINT/MT BAL 2 REAR TIRES 9-226	61.95
				160.85
04/25/2013	37486	DAVID HURT	NEWSLETTER SOFTWARE & DOCUMENTATION	24.00
04/25/2013	37487	DEANNA KORTH	8 GB USB FLASH DRIVE	42.39
04/25/2013	37488	GENESEE CTY DRAIN COMMISSIONER	SEWER CONNECTION 7191 PARKRIDGE PKWY	1,000.00
04/25/2013	37489	KETZLERS FLORIST	FLOWERS/MEIJER GAS STATION	107.95
04/25/2013	37490	LANDMARK APPRAISAL CO	APRIL 2013	2,289.17
04/25/2013	37491	MEDLAW LLC	BLOOD DRAW 13-223 MUNSON	90.00
04/25/2013	37492	MICHAEL R SHUMAKER	MEAL AT SMALL CITIES MEETING 4/3/12	15.00
04/25/2013	37493	MICHIGAN MUNICIPAL LEAGUE	HEALTHCARE REFORM WEBINAR 4-30-13	40.00
04/25/2013	37494	PRIMO WATER	REFUND FOR PLUMBING PERMIT PAID TWICE	110.00
04/25/2013	37495	PRINTING SYSTEMS	OPTICAL SCAN POLL BOOK (2)	24.40
04/25/2013	37496	U. S. POST OFFICE	ADVANCE FOR PREPAID POSTAGE, ENV (500)	249.10
04/25/2013	37497	UPS	UPS SHIPPING	10.57
04/25/2013	37498	VERMEER OF MICHIGAN	SWITCH FOR WOOD CHIPPER	58.38
04/25/2013	37499	WALDORF AND SONS INC	INSTALL WTR SERV UNDER 5192 WORCHESTER	1,620.00

GEN TOTALS:

(4 Checks Voided)

Total of 115 Disbursements:

381,599.89

DPS ACTIVITY - APRIL 2013

	REG	HOL	VAC	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	3.00			0.18		
783.0 ELMS PARK	14.00	3.28	0.12	3.32		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	23.50	2.58	7.53	2.26		
792.0 P S BLDG	18.50	1.58	2.64	0.96		
793.0 CITY HALL	4.75	0.43	1.13	0.28		
794.0 COMM PROMO	1.00	0.12	0.06			
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE	3.00	0.67		0.69		
463.0 STREET MAIN	44.00	1.30	10.63	1.84		
474.0 TRAFFIC	4.00	0.49	0.37			
478.0 SNOW & ICE						
482.0 ADMIN	4.01	0.22		0.16		
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	29.00	2.88	4.03	1.39		
474.0 TRAFFIC	2.00	0.46	0.06	0.35		
478.0 SNOW & ICE						
482.0 ADMIN	4.01	0.22		0.16		
226 GARBAGE FUND						
528.0 COLLECT						
530.0 WOODCHIPPING	42.30	2.08	10.00	2.92		
782.0 WINSHALL PARK GARBAGE	1.00	0.12	0.06			
783.0 ELMS PARK GARBAGE	2.00	0.25	0.19			
793.0 CITY HALL	4.75	0.43	1.13	0.28		
590 WATER						
540.0 WATER SYSTEM	88.84	4.98	0.53	3.88		
540.0 WATER-ON CALL						
542.0 READ & BILL	27.00	3.22	1.81	1.92		
793.0 CITY HALL	4.75	0.43	1.13	0.28		
591 SEWER						
536.0 SEWER SYSTEM	80.34	4.06	0.31	3.13	3.00	
536.0 SEWER-ON CALL						
537.0 LIFT STATION	11.00	0.48	0.31	0.18		
542.0 READ & BILL	27.00	3.21	1.80	1.92		
793.0 CITY HALL	4.75	0.43	1.13	0.28		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	70.50	6.08	7.03	2.62		
DAILY HOURS TOTAL	519.00	40.00	52.00	29.00	3.00	0.00

Public Works
Monthly Work Orders

05/01/13

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP13-0073 COMPLETED	WI20-005073-0000-02	JOHNSON, DAVID 5073 WINSTON DR	04/03/13 04/03/13	CURB BOX REPAIR
CKME13-0196 COMPLETED	SE20-005351-0000-02	HUNT, LISA & WARREN 5351 SEYMOUR RD	04/01/13 04/01/13	CHECK METER
CKME13-0197 COMPLETED	LU10-009052-0000-06	HATFIELD, DONALD 9052 LUEA LN	04/02/13 04/02/13	CHECK METER
CKME13-0198 COMPLETED	MP10-007260-0000-00	WOODWARD, EVELYN 7260 MAPLE CREST CIR	04/02/13 04/02/13	CHECK METER
CKME13-0199 COMPLETED	SE20-005351-0000-02	HUNT, LISA & WARREN 5351 SEYMOUR RD	04/08/13 04/08/13	CHECK METER
CKME13-0200 COMPLETED	DU10-005274-0000-01	BURT, EUNICE 5274 DURWOOD DR	04/18/13 04/18/13	CHECK METER
DRAN13-0014 COMPLETED	PA10-007112-0000-06	MCFARLANE, KEELY 7112 PARK RIDGE PKY	04/02/13 04/02/13	STORM DRAINS
DRAN13-0015 COMPLETED	MI10-005392-0000-02	PRICE, LOMA 5392 MILLER RD	04/12/13 04/12/13	STORM DRAINS
DRAN13-0016 COMPLETED	WI10-005182-0000-01	ALEXANDER, LINDA J 5182 WINSHALL DR	04/22/13 04/22/13	STORM DRAINS
ELEC13-0034 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/17/13 04/17/13	ELEC SETUP/TAKEDO
FLAG13-0091 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/16/13 04/16/13	LOWER/RAISE FLAG
FNRD13-0523 COMPLETED	DA10-005154-0000-01	SHANK, REGINA 5154 DAVAL DR	04/01/13 04/01/13	FINAL READ
FNRD13-0524 COMPLETED	BR20-008041-0000-03	KIDD, ANGELA 8041 BRISTOL RD	04/10/13 04/10/13	FINAL READ
FNRD13-0525 COMPLETED	MI10-005387-0000-01	BOWLES, RICHARD 5387 MILLER RD	04/11/13 04/11/13	FINAL READ
FNRD13-0526 COMPLETED	DU10-005191-0000-04	HALL, JEFFREY 5191 DURWOOD DR	04/12/13 04/12/13	FINAL READ
FNRD13-0527 COMPLETED	HI20-004203-0000-04	FICK, JOHN 4203 HICKORY LN	04/12/13 04/12/13	FINAL READ
FNRD13-0528 COMPLETED	LI10-004261-0000-06	BASS, CARL 4261 LINDSEY DR	04/30/13 04/30/13	FINAL READ
FNRD13-0529 COMPLETED	SE20-005173-0000-01	HATT, DANIEL 5173 SEYMOUR RD	04/17/13 04/19/13	FINAL READ
FNRD13-0530 COMPLETED	WI20-005058-0000-02	LASLEY, MICHELE 5058 WINSTON DR	04/22/13 04/23/13	FINAL READ
FNRD13-0531 COMPLETED	WI20-005022-0000-05	ALLEN-ANTHONY, NICOLE 5022 WINSTON DR	04/22/13 04/23/13	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD13-0532 COMPLETED	AS10-000060-0000-02	SOVIA, CAROLE 60 ASHLEY CIR	04/22/13 04/23/13	FINAL READ
FNRD13-0533 COMPLETED	SE20-005194-0000-02	ALSUP, JAMES 5194 SEYMOUR RD	04/23/13 04/23/13	FINAL READ
FNRD13-0534 COMPLETED	WI10-005360-0000-01	MCKNIGHT, GREGORY 5360 WINSHALL DR	04/29/13 04/29/13	FINAL READ
FNRD13-0535 COMPLETED	BI10-005203-0000-01	PLUM, PETE 5203 BIRCHCREST DR	04/29/13 04/29/13	FINAL READ
FNRD13-0536 COMPLETED	MO10-004412-0000-01	MCMANUS, LEO 4412 MORRISH RD	04/26/13 04/26/13	FINAL READ
FNRD13-0539 COMPLETED	CH30-007550-0000-06	ASSENMACHER, MATT 7550 CHURCH ST	04/30/13 05/01/13	FINAL READ
GWO13-0265 COMPLETED	DO10-005418-0000-01	FOURNIER, CAROLYN 5418 DON SHENK DR	04/15/13 04/15/13	GENERIC WORK ORDE
GWO13-0266	MI10-006104-0000-07	AYALA, GREGORIO L 6104 MILLER RD	04/18/13	GENERIC WORK ORDE
MNT13-0125 COMPLETED	WI10-005363-0000-01	WINSHALL PARK 5363 WINSHALL DR	04/08/13 04/09/13	BUILDING MAINTENA
MNT13-0126	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	04/09/13	BUILDING MAINTENA
MNT13-0127 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	04/30/13 04/30/13	BUILDING MAINTENA
MTRP13-0382 COMPLETED	SP10-004412-0000-01	LIVINGSTON, BONNIE 4412 SPRINGBROOK DR	04/03/13 04/03/13	METER REPAIR
MTRP13-0383 COMPLETED	BI10-005203-0000-01	PLUM, PETE 5203 BIRCHCREST DR	04/03/13 04/03/13	METER REPAIR
READ13-0291 COMPLETED	SE20-005351-0000-02	HUNT, LISA & WARREN 5351 SEYMOUR RD	04/05/13 04/05/13	READ METER
READ13-0292 COMPLETED	SE20-005351-0000-02	HUNT, LISA & WARREN 5351 SEYMOUR RD	04/15/13 04/15/13	READ METER
READ13-0293 COMPLETED	SE20-005351-0000-02	HUNT, LISA & WARREN 5351 SEYMOUR RD	04/22/13 04/22/13	READ METER
READ13-0294 COMPLETED	SE20-005351-0000-02	HUNT, LISA & WARREN 5351 SEYMOUR RD	04/29/13 04/29/13	READ METER
READ13-0295 COMPLETED	CH20-008494-0000-04	NICKS, RONALD 8494 CHESTERFIELD DR	04/18/13 04/19/13	READ METER
SIGN13-0007 COMPLETED	PA10-007099-0000-01	FRASIER, JULIE 7099 PARK RIDGE PKY	04/02/13 04/03/13	CHECK TRAFFIC SIG
STRT13-0037 COMPLETED	HI10-009251-0000-01	MATTSON, RICHARD 9251 HILL RD	04/23/13 04/25/13	STREET REPAIR
STRT13-0038 COMPLETED	OA10-005138-0000-01	BRIGGS, CAROL J 5138 OAKVIEW DR	04/23/13 04/25/13	STREET REPAIR
STRT13-0039	YA10-007035-0000-01	HAIST, ROLAND J	04/30/13	STREET REPAIR

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
		7035 YARMY DR		
SWBK13-0035 COMPLETED	OA10-005283-0000-01	NEELEY, DAVID 5283 OAKVIEW DR	04/09/13 04/09/13	SEWER BACKUP
SWBK13-0036 COMPLETED	OA10-005275-0000-02	LABEAU, FRANK & NICOLE 5275 OAKVIEW DR	04/09/13 04/09/13	SEWER BACKUP
TRDN13-0044 COMPLETED	GR10-005218-0000-01	CARSON, REX 5218 GREENLEAF DR	04/11/13 04/12/13	TREE-TAKE DOWN
TRIM13-0017	GR10-005374-0000-04	FOSTER, KATRINA 5374 GREENLEAF DR	04/23/13	TREE-TRIM
WBKU13-0028 COMPLETED	WO10-005249-0000-02	RAINEY, SHANNON 5249 WORCHESTER DR	04/30/13 05/01/13	WATER BACK UP-CHE
WMBK13-0036 COMPLETED	CH20-009257-0000-01	DONOHO, DAVID 9257 CHESTERFIELD DR	04/18/13 04/18/13	WATER MAIN BREAK
WOFF13-0907	IN10-008090-0000-02	BREWER, FAYE 8090 INGALLS ST	04/12/13	WATER TURN OFF
WOFF13-0908 CANCELLED	CE10-009279-0000-03	COCKEREL, PAUL 9279 CEDAR CREEK CT	04/23/13	WATER TURN OFF
WOFF13-0909 CANCELLED	FI10-005019-0000-03	HARGRAVE, MICHAEL JR 5019 FIRST ST	04/23/13	WATER TURN OFF
WOFF13-0910 COMPLETED	SE20-005173-0000-01	HATT, DANIEL 5173 SEYMOUR RD	04/25/13 04/26/13	WATER TURN OFF
WREP13-0042 COMPLETED	MI10-005420-0000-05	HOWD, LORI 5420 MILLER RD	04/11/13 04/11/13	WATER REPAIRS
WREP13-0043 COMPLETED	CH20-009191-0000-02	WARD, TIM 9191 CHESTERFIELD DR	04/15/13 04/15/13	WATER REPAIRS
WTON13-0602 COMPLETED	EL10-003498-0000-02	PETTIS, JAMES W 3498 ELMS RD	04/09/13 04/09/13	WATER TURN ON
WTON13-0603 COMPLETED	CA10-008347-0000-01	ALLMAN, DOROTHY 8347 CAPPY LN	04/09/13 04/09/13	WATER TURN ON
WTON13-0604 COMPLETED	DU10-005232-0000-04	GREEN, TIMOTHY 5232 DURWOOD DR	04/10/13 04/10/13	WATER TURN ON
WTON13-0605 COMPLETED	SC20-005097-0000-03	COOK, SHANNON 5097 SCHOOL ST	04/11/13 04/11/13	WATER TURN ON
WTON13-0606 COMPLETED	MO10-004384-0000-01	POWERS, HERMAN T 4384 MORRISH RD	04/12/13 04/12/13	WATER TURN ON
WTON13-0607 COMPLETED	MC10-005014-0000-02	LAURENCE, LOUANA 5014 MC LAIN ST	04/15/13 04/15/13	WATER TURN ON
WTON13-0608 COMPLETED	DA10-005149-0000-01	CRISSMAN, RUSSELL 5149 DAVAL DR	04/15/13 04/15/13	WATER TURN ON
WTON13-0609 COMPLETED	SE20-005218-0000-01	WRIGGLESWORTH, PAUL 5218 SEYMOUR RD	04/22/13 04/22/13	WATER TURN ON
WTON13-0610 COMPLETED	SE20-005300-0000-01	SMITH, THOMAS 5300 SEYMOUR RD	04/22/13 04/22/13	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WTON13-0611 COMPLETED	MI10-005387-0000-02	FLORIA, MICHAEL 5387 MILLER RD	04/23/13 04/23/13	WATER TURN ON
WTON13-0612 COMPLETED	WI10-005182-0000-01	ALEXANDER, LINDA J 5182 WINSHALL DR	04/26/13 04/26/13	WATER TURN ON
WTON13-0613	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	04/29/13	WATER TURN ON
WTON13-0614	WI10-005363-0000-01	WINSHALL PARK 5363 WINSHALL DR	04/29/13	WATER TURN ON

Total Records: 67

April 2013	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	559	31	
07-03 P/U 4WD	185		30
09-03 P/U 4WD	564		55
#2 P/U 2WD	426	22	
#6-00 BACKHOE			
#9 DUMP			
#10 DUMP			
#11 DUMP	107	21	
#12-02 DUMP			
#12-04 DUMP	64		
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			23
#807 STREET SWEEPER	94		57
#42 ASPHALT HEATER			11
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10	264	12	
TOTAL	2263	86	174

May 7th Election

Our turnout for the May 7th election was around 11%, of the 512 individuals who voted 74% or 312 people voted AV. The State does not allow for consolidation of precincts when holding an election for a state office, therefore we had to have all four precincts staffed for this election. At this time the Governor has not determined the dates for the Special Primary and Special Election to fill the vacancy of State Representative for the 49th District.

We are required to have at least 3 people work in each precinct. This election we had a total of 15 Election Inspectors. The state requires that you have a receiving board for each election. Prior to the close of the polls, three of the election workers became members of our receiving board along with one member of our office staff.

Deanna and I spent more time at the precinct during this election because we wanted to be able to deal with any issues that came up as soon as possible. There were a few minor issues, but we managed to resolve them quickly. All of our Election Inspectors were very happy with the electronic poll book. Because we have several individuals who have worked elections for a number of years, they also had some suggestions that we will pass on to the state for them to consider.

Due to budget constraints we have looked for ways to cut our expenses for elections. We have reduced the number of election workers depending on the anticipated voter turnout and have had our staff go over to cover the front desk during the lunch and dinner hour. This allows the front desk worker to go to lunch/dinner then also relieve other inspectors during that time.

Respectfully submitted,

Juanita Aguilar
City Clerk

Deanna Korth
Deputy City Clerk

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

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

OK

1. Definitions

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

OK

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

OK

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

OK

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

OK

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

(NOTE)

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

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

OK

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

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

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

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

SAME ISSUE
AS ABOVE.

THIS TERM IS
FOR ONE YEAR -
OTHERS AT
PLEASURE OF
BOARD.

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

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

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

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

AGAIN, IS THIS
A GOOD IDEA?

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

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

A. The operation of the Swartz Creek Area Fire Department Board and the duties and powers governing the actions of the SCAFD Board shall be limited to those granted by MCL 124.501 et al. Ok

B. The SCAFD Board shall manage the fire protection services provided by the Swartz Creek Area Fire Department for the residents and property owners of the Township and the City. Ok

DE REFERS TO FIRE CHIEF. THIS SHOULD REFER TO J.B.C. AGAIN, IS THIS A GOOD IDEA? (note)

C. The SCAFD Board and its members shall serve at the pleasure of the Township and the City as set forth in paragraphs 2E herein. (note)

D. The SCAFD Board and its members shall be responsible for reasonable reporting requirements and providing information to the Township or the City as requested. Ok

E. The SCAFD Board shall establish its own officers and adopt bylaws to govern the conduct of its meetings. The SCAFD Board shall not adopt any rules or regulations that exceed the provisions of this agreement or the provisions of MCL 124.501 et al. Ok

F. The SCAFD Board shall only operate and conduct business with a quorum of five (5) members present and by a majority vote. Ok

G. The SCAFD Board shall seek and interview candidates for a Swartz Creek Area Fire Department Chief and provide a list of suggested candidates to the Township Board and the City Council. The hiring or termination of the SCAFD Chief shall be conducted by a majority vote of both the Township Board and the City Council. The SCAFD Chief shall serve at the pleasure of both the Township Board and the City Council. Ok

H. The SCAFD Chief shall be compensated according to the terms of a written contract. The SCAFD Chief contract shall be negotiated by the members of the SCAFD Board and approved by a majority vote of both the Township Board and the City Council. No amendments shall be made to the SCAFD Chief's contract without a majority vote of both the Township Board and the City Council. Ok

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

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

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

4. Fire Halls

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

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

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

- THERE IS NO LEASE.

- City Manager currently approves some activities

- What is "Any other use" mean?
THE CITY HAS A CURRENT CONCERN OF FIRE ACADEMIES
IS THIS A "USE"?

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

5. Assets/Equipment of SCAFD

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

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

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

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

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

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

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

THIS SHOULD BE MADE A PART OF THE BUDGET PROCESS

ALL AUDIT FIRM BID REQUIREMENTS HAVE BEEN REMOVED. ARE WE OK WITH THIS?

9. SCAFD Board Budget.

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

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

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

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

10. SCAFD Board Costs.

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

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

11. SCAFD Capital Improvement Program (CIP).

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

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

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

C. Management of CIP Funds. CIP funds shall be held and independently accounted for by the SCAFD Board and shall be held in an interest bearing account. The SCAFD Board shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, MCL 129.94). OK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature Page to Follow)

CHARTER TOWNSHIP OF CLAYTON

Christopher Gehringer, Clayton Township Supervisor

Date

Dennis Milem, Clayton Township Clerk

Date

CITY OF SWARTZ CREEK

David Krueger, City of Swartz Creek Mayor

Date

Juanita Aguilar, City of Swartz Creek Clerk

Date

DRAFT

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

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

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

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

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

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

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

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

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

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

1. Establishment of Authority.

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

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

2. Name.

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

3. Governance of Authority.

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

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

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

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

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

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

4. Bylaws.

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

5. Fire Halls.

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

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

6. Township Mini Pumper.

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

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

7. City Mini Pumper.

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

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

8. Authority Assets.

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

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

9. Additional Assets.

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

10. Insurance.

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

11. Services to Other Governmental Units.

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

12. Books and Records; Annual Audit.

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

13. Fiscal Year; Budget.

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

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

14. Capital Improvement Fund.

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

15. Costs of Fire Runs; Labor Costs.

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

16. Effective Date; Term; Expiration of Term.

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

17. Termination.

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

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

18. Negotiated Assignment.

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

19. Notices.

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

If to the City:

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

If to the Township:

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

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

20. Severability.

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

21. Entire agreement.


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

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

(Signature Page to Follow)

TOWNSHIP OF CLAYTON

Dated: 11-3, 2009

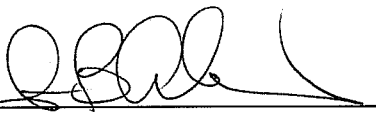
By: 
Bruce Beatty, Supervisor

Dated: 11/10, 2009

By: 
Dennis Milem, Township Clerk

CITY OF SWARTZ CREEK

Dated: Oct 27, 2009

By: 
Richard Abrams, Mayor

Dated: Oct 26, 2009

By: 
Juanita Aguilar, City Clerk

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

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

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

The People of the State of Michigan enact:

124.501 Urban cooperation act; short title.

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

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

124.502 Definitions.

Sec. 2. As used in this act:

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

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

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

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

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

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

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

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

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

124.503 Conflicting statutory provisions.

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

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

124.504 Joint exercise of powers.

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

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

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

Rendered Friday, April 12, 2013

Page 1

Michigan Compiled Laws Complete Through PA 13 of 2013

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The approval to hold the election.

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

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

(d) The date for the election.

(e) The amount of the proposed surcharge.

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

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

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

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

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

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

(10) As used in this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

interlocal agreement.

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



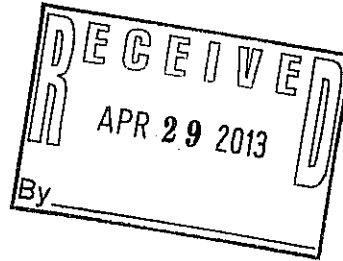
RICK SNYDER
GOVERNOR

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

STEVE ARWOOD
DIRECTOR

April 23, 2013

Swartz Creek City Council
Attn: Clerk
8083 Civic Drive
Swartz Creek, MI 48473-1377



The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

Request ID #: 670895

New Resort SDD License

Name of applicant(s): Meijer, Inc.

Business address and phone: 4141 Morrish, Swartz Creek, MI 48473, Genesee County

Home address and phone number of partner(s)/subordinates:

Contact: Don Nunn, Licensing Coordinator, 2929 Walker Avenue, N. W., Grand Rapids, MI 49544,
(616) 791-3223

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. The Michigan Liquor Control Code does not require the approval of this request by the local unit of government.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

dl

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011



Swartz Creek Area Historical Society

swartzcreekhistory.com
11353 Cook Road • Gaines, Michigan 48436

May 5, 2013

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

Dear Mr. Bueche:

On Saturday, May 4, the area Girl Scouts and the Swartz Creek Area Historical Society spent the morning at the Swartz Creek Cemetery for the annual clean-up project. More than 24 people showed up to give their support.

I am enclosing a photograph of most of the participants. Girl Scouts from troops at Swartz Creek's Rankin, Dieck, and Syring Elementary Schools participated, as well as two troops from the Swartz Creek Middle School. Willing parents brought their children to the site and joined in on all the work.

The event is organized, each year, by Girl Scout leaders, Katy Smith and Jeanette Boucher. Our society provided break-time treats.

Councilman Michael Shumaker and fellow historical society trustees Susan Swan and Len Thomas were present. Not photographed was Mr. Ron Vincent who always shows up early to trim the cemetery shrubs and trees, in preparation for the work crew's activity.

We just felt you and the council needed to be aware of this positive activity that has an impact on the importance of volunteer efforts that keep our community a bit more polished for all to enjoy.

Sincerely,

Len Thomas,
President

encl. - 2013 Photograph

"It is the mission of the Swartz Creek Area Historical Society to keep alive the chronicle of our community's yesterdays, today's, and tomorrows in the hearts and minds of those around us."



Smarty Creek
Cemetery

VALENTZ CLUB
1936

Bill Scouls



Swartz Creek Area Historical Society

swartzcreekhistory.com
11353 Cook Road • Gaines, Michigan 48436

22 April 2013

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

Dear Mr. Bueche:

Attached is a copy of an invoice for \$235.94 and the repaired Sony Digital Projector for the city hall council chamber room.

Even though we have limited financial resources, the Swartz Creek Area Historical Society trustees voted to pay for the repair of the projector so guests making presentations for city business will have the availability of a quality projector.

We would hope that you accept this contribution in lieu of the earlier request to assist with the park fund activity.

Sincerely,

A handwritten signature in cursive script that reads 'Len Thomas'.

Len Thomas, President

attach: Invoice #1175/Sony Projector & power cord

"It is the mission of the Swartz Creek Area Historical Society to keep alive the chronicle of our community's yesterdays, today's, and tomorrow's in the hearts and minds of those around us."

Swartz Creek Computers

8048 Miller Rd. Suite A
Swartz Creek, MI 48473

Phone # 810-635-3560

Date	Invoice #
4/20/2013	1175

Bill To
Len Thomas 810-630-0120

Ship To

PAID

P.O. Number	Terms	Rep	Ship	Via	FOB	Project
			4/20/2013			

Quantity	Item Code	Description	Price/Each	Amount
	Special Order Part	Sony Replacement Projector Lamp Warranty (New Parts 30 Days In-store then via manufacturers warranty)	199.00	199.00
	Misc Service	Used or Refurbished parts 14 Days In-Store. Install Projector Lamp	25.00	25.00
	Completed By Mi...	Completed By Michael Diericks	0.00	0.00
		Sales Tax	6.00%	11.94
Balance Due				\$235.94
Total				\$235.94

Paul Bueche

From: Juanita Aguilar [jaguilar@cityofswartzcreek.org]
Sent: Monday, May 06, 2013 3:35 PM
To: pbueche@cityofswartzcreek.org
Subject: FW: Client Communicaton - PCORI Fees for Ameraplan Wrap[SO#40578#1#1297#]
[Just received today! IRS fees maybe due by July 31 2013](#)

From: Diana Miller [mailto:dmiller@total-benefit-systems.com]
Sent: Monday, May 06, 2013 2:23 PM
To: jaguilar@cityofswartzcreek.org
Subject: Client Communicaton - PCORI Fees for Ameraplan Wrap[SO#40578#1#1297#]

5/1/2013

Affordable Care Act (ACA) and Your Ameraplan Wrap

With the realization of the Affordable Care Act (ACA) now upon us, there is a lot of information being provided to our Agency from the carriers we write business with. As we sort through this information, we are beginning to realize just how complicated the National Healthcare Reform legislation is. When January 1, 2014 rolls around, it is certain that there will be many changes and challenges to everyone.

We recently received a communication from Ameraplan that we feel is important to pass along to you. Your group currently has a medical plan that utilizes a medical wrap to reimburse for certain medical related expenses. Part of the ACA legislation includes several new taxes and fees that will impact most group medical plans. **There is one fee in particular that you need to address before July 31, 2013, which is the PCORI fees imposed on your current Ameraplan Medical Wrap account. Under the ACA guidelines, the Wrap portion of your current medical plan design is considered a self-insured plan, which leaves you as the employer responsible for paying the PCORI fees directly to the IRS. The first payment for this new fee is due by 7/31/2013.** There are various methods to determine the average number of lives covered under a plan for the purposes of the fee imposed by the IRS. **We urge you to contact your company's legal counsel and/or tax professional to determine the most appropriate method for your company to use and to assist you in filing this fee direct with the IRS.**

Comparative Effectiveness Research Fee - this is an annual fee that funds research on the effectiveness, risks and benefits of various medical treatments through the Patient-Centered Outcomes Research Institute or PCORI, which is a nonprofit center created through the ACA.

- **What is the cost of this fee?** -**The initial fee due July 2013 is \$1 per member per year. Please note that "per member" includes all covered lives, which would be your covered employee and each covered dependent.** The fee increases to \$2 per member per year beginning in 2014.
- **How do I know how many covered members we have?** - There are various methods to determine the average number of lives covered under a plan for the purposes of the fee imposed by the IRS. We urge you to contact your company's legal counsel and tax professional to determine the most appropriate method for your company.

For information specific to your Ameraplan account design, please contact Ameraplan at:

<p>AmeraPlan, Inc 3001 West Big Beaver Road Suite 320 Troy, MI 48084 p: 248.643.9400 f: 248.643.9401 www.ameraplan.com</p>	<p>For Claims & Administration contact claims@ameraplan.com</p> <p>For Billing & Eligibility contact eligibility@ameraplan.com</p>
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This material is being provided as general informational and educational purposes only. It should in no way be considered or constitute legal, tax, actuarial, accounting, benefit design or other advice. The information in this document is based on information obtained from various sources and the current understanding of the national health reform provisions referenced. However, interpretations of applicable statutes and regulations vary. The federal government continues to issue guidance on how the provisions of national health reform should be interpreted and applied. The impact of these reforms on individual situations may vary so it is important that groups seek professional advice that this information, and your interpretation of it, is appropriate to their particular situation. For specific questions regarding PPACA, please consult your own legal and/or accounting professional.

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Swartz Creek 2013

Family Movie Night

Outdoor Enjoyment for the Whole Family!

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

June 14 Open Season

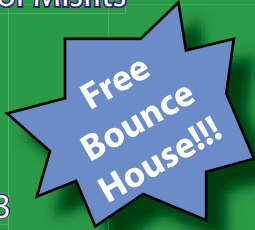
June 28 Rise of the Guardians

July 12 Pirates Band of Misfits

July 26 Up

August 9 Jumanji

August 23 Madagascar 3



Details

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

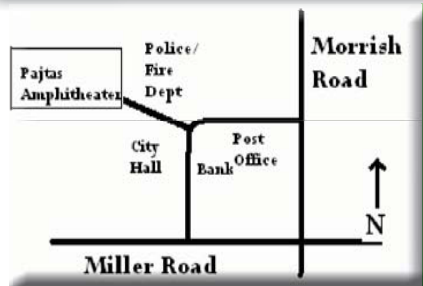
-All listed titles are rated G or PG.

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

ALL FREE!

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

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



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