

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday September 23, 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 September 9, 2013 MOTION Pg. 7, 29-35
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 Police Report Pg. 36-43
 - 6C. Monthly Fire Report Pg. 44-63
 - 6D. Morrish Bridge Rails (Agenda Item) Pg. 64-65
 - 6E. 2014 Fire Budget (Agenda Item) Pg. 66-77
 - 6F. Fire Department By-Law Revisions Pg. 78-79
 - 6G. Fire Department Policies, Rules & Regs CD
 - 6H. Bids, Snow Removal (Agenda Item) Pg. 80-91
 - 6I. Springbrook East Street Dedications (Agenda Item) Pg. 92-96
 - 6J. MML Officer Elections Pg. 97-98
 - 6K. Solid Waste Plan Amendment Pg. 99
 - 6L. Comcast Channel Changes Pg. 100
 - 6M. Haz Mat Collection Pg. 101
 - 6N. Sr. Center Health Fair Pg. 102
 - 6O. Genesee Health Plan Financials Pg. 103
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Morrish Road Bridge Project, Rail Workmanship DISC. Pg. 64-65
 - 8B. Approval & Appropriation, FY 2014 Fire Budget RESO. Pg. 8, 66-77
 - 8C. Appropriation & Bid Award, Snow Removal RESO. Pg. 8, 80-91
 - 8D-H. Street Dedications, Springbrook East Association
Maya, Russell West, Russell East, Maplecrest & Lindsey RESO. Pg. 9-13,
92-96
 - 8I. Assessor Contract Renewal RESO. Pg. 14, 14-28
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 September 23, 2013 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: PAUL BUECHE // City Manager
DATE: 20-September-2013

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
- **MORRISH ROAD BRIDGE PROJECT** (*Discussion*)

Cost estimates are as follows:

Morrish Road Bridge Deck Project (Summer, 2013)

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

*Includes Enhancements & Walk-Way / Does Not Include Lighting (Estimated to be \$10,000)

Our engineers have been working on solutions to the rail deformity as well as several areas of pooling water, particularly along the sidewalk. Installation of the lighting and one section of sidewalk have been delayed until a resolve of the rail and sidewalk deck is found. The sidewalk remedy is basic, in that the low points have been built up with epoxy to bring them up to grade which will allow for drainage. Potential solutions to the rails are as follows:

- Option #1: The City accepts the rails as constructed at no deduction to the contract.
- Option #2: The City accepts the rails with a deduct in the contract price. The contract value for this work is \$20,445.
- Option #3: The City rejects 100% of the rail construction.
- Option #4: The City rejects a portion of the rail construction.

The contractor, at their effort and expense, has spent a significant amount of time filling and sanding the rails (before and after photographs included with tonight's packet). They look a lot closer than when the forms came off. Given the outcome of our Bristol Road challenge with MDOT coupled with the corrective actions taken by the contractor, I'm not sure it's wise to push for a complete removal and re-installation. I would recommend we go with Option #2. Lou, or the bridge engineer Nate Whiting, will be present at tonight's meeting to address questions. **I would urge the Council to take a look at the rails before tonight's meeting.** If the Council is inclined to pursue an appeal through MDOT for removal and replacement, we'll need to decide tonight.

- ✓ **2013-2014 FY BUDGET, LONG-TERM PUBLIC SAFETY FUNDING** (*Status*)
 We're working on the SAD process. I'd like to get the committee together this Thursday to go over the options one last time before submitting to the Council. We've also set a tentative schedule, as follows:

October 21 Meeting:

- Resolution Directing Staff to Prepare SAD, Boundaries, Costs
- Recognize Boundaries, Total Collection & Rates
- Set First Public Hearing for November 11, 2013
- Letter to be Sent by October 23rd, Publish Public Notice (View) by Oct 29th

November 11 Meeting:

- Hold First Public Hearing
- Approve and Set Roll
- Set Second Public Hearing for Meeting of November 25th
- Letter Out by November 13th and notice in paper by Nov 15th

November 25 Meeting:

- Approve Assessment Roll, Approve Warrant, Order on Tax Roll for Collection, 2014

- ✓ **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*)
WWS advises that now that we have cleared the sanitary sewer concerns as it relates to the main that crosses the creek at the bridge, they'll begin preparing agreements for transfer of the main to the County. As soon as I get a draft of the agreement, I'll set the matter up for discussion on the terms.
 - KWA** (*Status*)
Pending
- ✓ **PERSONNEL: POLICIES & PROCEDURES** (*Status*)
Pending.
- ✓ **CITY PROPERTY, 4438 MORRISH ROAD** (*Status*)
Tom is seeking quotes right now to demolish the house. We've been using the garage and pole barn for storage. Back fill for the basement might add a chunk of change to the demo work, but before we can proceed to a demo bid, we need to know the approximate costs. Tom advises he would like to have the house down by the time the winter weather sets in. I'll keep the Council informed.
- ✓ **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: COST RECOVERY, BUDGET & APPARATUS** (*Resolution*)
Included with tonight's agenda is the 2014 FY Fire Budget. The Fire Board recommended approval at the meeting held September 16th. As of yet, the Township Board has not approved it, however, Mr. Gheringer has given a tentative approval on their behalf. The total amount for FY 2014 is \$276,505, a 5% increase over last year's \$262,640. Our one-half obligation is \$138,253. The budget does not include the capital purchase we have been discussing recently. Once the mechanics of the purchase have been worked out, I'll be back to talk about this matter.

On another matter, included with tonight's packet are some changes to the Fire Departments by-laws. Apparently their procedure is to have the municipalities adopt these.

✓ **SPRINGBROOK EAST & HERITAGE S.A.D. – VACANT LOTS** (*Resolution*)

Following are issues pending for the three Associations:

SPRINGBROOK COLONY	SPRINGBROOK EAST	HERITAGE VILLAGE
<i>Transfer Water, Sanitary Sewer, Storm Sewer to City.</i>	<i>Transfer Water, Sanitary Sewer, Storm Sewer, Streets to City. Seek Solution for 12 Vacant Lots Owned by City.</i>	<i>Transfer Water, Sanitary Sewer, Storm Sewer, Streets to City. Seek Solution for 5 Vacant Lots Owned by City.</i>

We're on the move clearing up issues with the three above Associations. The first of several successive meetings where we'll be addressing these matters is tonight with the dedication of the Springbrook East Condominium Association streets to the City. As we get the paperwork lined up, we'll be back with the rest. Note also that Springbrook Colony is back with a request to transfer utilities. The same Attorney that represents Springbrook East now represents Springbrook Colony. The transfer process is identical and we are in receipt of the correct paperwork for both. The difference is that Springbrook Colony streets will remain with the Association. Lacking real property, we'll need to dust off the previous agreement to accompany the attorneys' letter of certification and board resolution. I'll probably have it by next meeting.

In addition, Mr. Gildner has a draft resolution on the vacant lots. As of writing, I was unable to get it edited. I'll have something for the next meeting.

✓ **MEIJER, TRAFFIC SIGNAL, COMMUNITY DONATION** (*Status*)

Regarding the Meijer Community Donation, we are still looking at several options for consideration, one of which is a sidewalk segment that would accompany the parking lot tire grant work we are looking to do.

✓ **I-69 MORRISH ROAD BRIDGE REPAIR, FLOOD RELIEF GRANT** (*Status*)

We received a check from MSP Emergency Management Division for flood damage to the bridge overpass. The \$30,000 covered all but two or three thousand dollars of the expenses the City incurred for the loss.

✓ **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 July. 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*)

We've received a notice of award for \$136,904 from the MI-DEQ Scrap Tire Grant Program. The estimated total project costs are \$322,000 of which the City's match would be \$182,000 (includes design and construction engineering which is ineligible for grant funds). As we've discussed, the program is a 50% construction cost grant for public paving improvements that use recycled scrap tires in the asphalt process. We applied for a couple of our parking lots, being Public Safety Building and the north alley lot behind Hank & Don's. We'll look to bid this in deep winter with work scheduled right after frost laws drop and asphalt plants open in the spring.

✓ **EVIP COMPETITIVE GRANT ASSISTANCE PROGRAM** (*Status*)

As we discussed a couple of meetings ago, we are looking at this grant source for the development of the Bristol Road property into a sports complex, with the schools. Lou has advised Rowe can do the application for \$1,200. We're going to proceed forward on the outside chance that funds may be available. I'll keep the Council posted on developments.

✓ **PARK RESERVATION REQUEST, ART GUILD** (*Status*)

The Swartz Creek Art Guild, represented by Mr. Chuck Jackson, has requested to reserve all of Elms Park on Saturday September 13th and Sunday September 14th 2014, to hold a fundraiser arts & crafts show for the guild. The matter is under review by the Park Board and the staff. A recommendation will be back before the Council in the near future.

✓ **Q.B.S. ENGINEERING SERVICES BIDS** (*Status*)

At the last meeting, we created the following list based on qualifications:

1. Rowe Professional Services
2. Hubble, Roth & Clark Inc.
3. Orchard, Hiltz & McCliment Inc.
4. Wade-Trim Associates Inc.
5. Fleis & Vandenbrink Engineering Inc.

We still need to secure a price list to complete the process.

✓ **MDOT CALL FOR SAFETY PROJECTS** (*Status*)

Re-application for funds to improve the intersection of Fortino at Morrish was resolved at the last meeting. I'll keep the Council posted on developments.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **BID AWARD & APPROPRIATION, SNOW REMOVAL** (*Resolution*)

We went to bid for snow removal at various lots throughout the City. We received three returns, being \$313 per "push", \$810 per "push", and \$2,300 per month. The low bidder, Snappy Lawn-care of Grand Blanc, was the low bid in 2011 at \$343 per "push". I have a resolution for award and appropriation included with tonight's party.

✓ **ASSESSOR CONTRACT RENEWAL** (*Resolution*)

Included with tonight's agenda is the renewal of the City Assessor's contract. It's as its been in the past, inclusive of a 1.5% increase, from \$ 27,470 annually (monthly installments of \$ 2,289.17) to \$27,888 annually (\$2,324 monthly)

✓ **COUNTY SOLID WASTE PLAN AMENDMENT** (*Information*)

Included with tonight's packet is a resolution the County has asked local communities to pass. It's an approval of an amendment to the County's Solid Waste Management Plan. The problem is that I cannot find a copy of the amendment. So, if anyone has knowledge on this and is comfortable in passing it, please shout. In the meantime, we'll continue to look for the amendment before we recommend any action.

Council Questions, Inquiries, Requests and Comments

- *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- *High School Arts Center, Construction Debris.* The yard has been cleaned up and graded as well as the street from Miller Road into the center paved.
- *Parkridge Parkway “No Parking Signs”.* They are missing in the back phase near Hickory Lane. We are working to replace them.
- *Miller & CNA Rail Crossing.* Encroachment on City Parcel from Area Business. Pending.
- *Bristol – Morrish Intersection Safety.* Concerns expressed for clear vision. Will check on improvements that may help.
- *Deteriorated Grain Elevator Building, Morrish at CNA Crossing.* For The most part, the front section is down and the debris has been hauled away. After cleanup, it should be an improvement to the site.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday September 23, 2013 7:00 P.M.

Resolution No. 130923-4A MINUTES – SEPTEMBER 9, 2013

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday September 9, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130923-5A 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 September 23, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130923-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of September 23, 2013, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130909-8B

ADOPT 2014 FY FIRE BUDGET

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the 2014 Fiscal Year Swartz Creek Area Fire Department Budget, a copy of which is attached hereto, gross maximum total not to exceed \$276,505, and further, appropriate an amount not to exceed \$138,253 from the City General Fund, to be paid consummate of the agreement between the City of Swartz Creek and the Township of Clayton, payment being the City’s obligation of one-half of the proposed total budget of \$276,505.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130909-8C

APPROPRIATION & BID AWARD, SNOW REMOVAL

Motion by Councilmember: _____

I Move the City of Swartz Creek accept the low bid of \$313 per “push”, for snow removal as per the specifications set forth in the bid package, and award the work to Snappy Lawn and Landscape of Grand Blanc Michigan, for a period ending May 1, 2015, with the stipulation that Snappy Lawn & Landscape enter into a contractor’s agreement with the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 130923-8D

STREET DEDICATION, MAYA LANE (SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, September 23, 2013 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Maya Lane

Beginning at a point on the centerline of Miller Road; thence N34°28'03"W, 307.40 feet; thence along a curve to the right having a radius of 500.00 feet, an arc length of 449.18 feet, a delta angle of 51°28'31" and chord bearing and distance of N08°43'53"W, 434.23 feet; thence along a curve to the left having a radius of 800.00 feet, an arc length of 338.00 feet, a delta angle of 24°12'29" and chord bearing and distance of N04°54'04"E, 335.49 feet; thence N07°12'11"W, 107.08 feet; thence along a curve to the right having a radius of 1000.00 feet, an arc length of 169.93 feet, a delta angle of 09°44'11" and chord bearing and distance of N02°20'05"W, 169.73 feet; thence N02°32'01"E, 135.61 feet to the point of terminus of Maya Lane. Total of 1507.20 linear feet.

2. That said street shall be located within a City right-of-way and is under the control of the City of Swartz Creek.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**STREET DEDICATION, RUSSELL DRIVE WEST
(SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, September 23, 2013 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Russell Drive West

Beginning at a point on the centerline of Maya Lane; thence N87°27'59"W, 139.57 feet to the point of terminus of Russell Drive. Total of 139.57 linear feet.

2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**STREET DEDICATION, MAPLECREST CIRCLE
(SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, September 23, 2013 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Maplecrest Circle

Beginning at a point on the centerline of Maya Lane; thence S77°45'22"E, 99.66 feet; thence along a curve to the left having a radius of 85.00 feet, an arc length of 274.95 feet, a delta angle of 185°19'58" and chord bearing and distance of N09°34'39"E, 169.82 feet; thence N83°05'20"W, 89.45 feet to the point of terminus of Maplecrest Circle. Total of 464.06 linear feet.

- 2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
- 3. That said street is a public street and is for public street purposes.
- 4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**STREET DEDICATION, LINDSEY DRIVE
(SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, September 23, 2013 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

- 1. That the center line of said street is described as:

Lindsey Drive

Beginning at a point on the centerline of Maya Lane; thence N82°41'00"E, 31.13 feet; thence along a curve to the right having a radius of 600.00 feet, an arc length of 188.76 feet, a delta angle of 18°01'30" and chord bearing and distance of S88°18'15"E, 187.98 feet; thence along a curve to the right having a radius of 230.00 feet, an arc length of 173.05 feet, a delta angle of 43°06'32" and chord bearing and distance of S57°44'14"E, 169.00 feet; thence along a curve to the left having a radius of 230.00 feet, an arc length of 392.10 feet, a delta angle of 97°40'39" and chord bearing and distance of S85°01'17"E, 346.31 feet; thence N46°08'24"E, 36.90 feet; thence along a curve to the left having a radius of 250.00 feet, an arc length of 156.22 feet, a delta angle of 35°48'10" and chord bearing and distance of N28°14'18"E, 153.69 feet; thence N10°20'12"E, 90.08 feet to the point of terminus of Lindsey Drive. Total of 1068.24 linear feet.

- 2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
- 3. That said street is a public street and is for public street purposes.
- 4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**STREET DEDICATION, RUSSELL DRIVE EAST
(SPRINGBROOK EAST CONDOMINIUM ASSOCIATION)**

Motion by Councilmember: _____

At a regular meeting of the City Council of Swartz Creek Michigan, held at the City Hall on Monday, September 23, 2013 7:00 PM, the following resolution was offered by Councilmember _____, and supported by Councilmember _____.

WHEREAS, the City and the Springbrook East Condominium Association, by and through its Board of Directors, have agreed to transfer certain streets within the Association to the City, along with water-mains, sanitary sewer-mains and storm sewer-mains located within adjacent right of way property running alongside the streets, the transfer being in accordance with site plan approval and a Special Assessment Agreement entered into between the Association and the City; and

WHEREAS, the Attorney representing the Springbrook East Condominium Association has reviewed documentation for the Association and has determined that the Association, through its Board of Directors, has the authority to convey and assign real and personal property on behalf of its membership and has certified such in a correspondence to the City; and

WHEREAS, on August 16, 2013, the Springbrook East Condominium Association's Board of Directors adopted a resolution conveying the streets along with right of way containing water-mains, sanitary sewer-mains and storm sewer-mains to the City, a copy of which is attached hereto.

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW, THEREFORE, BE IT RESOLVED:

1. That the center line of said street is described as:

Russell Drive East

Beginning at a point on the centerline of Lindsey Drive; thence along a curve to the right having a radius of 700.00 feet, an arc length of 164.83 feet, a delta angle of 13°29'28" and chord bearing and distance of N73°15'12"W, 164.44 feet to the point of terminus of Russell Drive. Total of 164.83 linear feet.

- 2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
- 3. That said street is a public street and is for public street purposes.
- 4. That said street is accepted into the City Local Street System and was open to the public on September 23, 2013.

Resolution duly adopted on September 23, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

I Move the City of Swartz Creek approve an agreement with Landmark Appraisal, of Flint, Michigan, agreement as follows:

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this **23rd day of September, 2013** by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Landmark Appraisal Company**, 15170 Eddy Lake Road, P.O. Box 489, Fenton Michigan 48430 (“Landmark”).

WHEREAS, the City desires to retain Landmark, as an independent contractor, to perform the duties as its certified assessor; and

WHEREAS, Landmark has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

SECTION I: BASIC SERVICES OF LANDMARK

Landmark shall perform the following service for and on behalf of the City.

1.1 General Duties:

Landmark shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Landmark, Landmark and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of Landmark and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Landmark, Landmark and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours:

During the term hereof, Landmark shall maintain office hours at City Hall at the above address, as follows:

- A. Landmark shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Landmark is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.
- B. If the specified office days of Landmark fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Landmark.

1.3 Public Relations/Customer Service:

Landmark shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Landmark, or wish to speak to Landmark, are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Landmark agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Landmark.

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, Landmark shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Landmark's use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Landmark shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties.

1.5 Economic Condition Factors (ECF):

During the term hereof, Landmark shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

Landmark shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Landmark, in cooperation with the City Treasurer, City Clerk and Finance Officer shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

1.8 Reports:

The City may require Landmark to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Landmark, under this Agreement. The City shall have the right at any time to require Landmark to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Landmark under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Landmark shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

Landmark shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

Landmark shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
 - 1. Current picture
 - 2. Sales price versus assessment at time of sale
 - 3. Building permits issued before or after the sale.

Landmark shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

1.10 Sales and Appraisal Studies:

Landmark shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

1.11 Forms:

Landmark shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Landmark shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Landmark shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Landmark deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Landmark shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Landmark or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Landmark shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Landmark shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Landmark for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Landmark shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Landmark shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

Landmark shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are "uncapped." Maintenance renovations to structures are to be tracked so that said costs can be claimed as "new construction" when property is sold rather than treated as an increase in value that is subject to "uncapping" and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Landmark shall work to meet guidelines and standards of the Tax Commission.

1.14 Personal Property Statements, Canvas and Audits:

Landmark shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Landmark shall conduct a personal property canvas to ensure equity among business owners within the City. Landmark is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

Landmark shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

1.16 Land Division Applications:

Landmark shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

1.17 Assessor Certification:

Landmark shall be, and maintain a minimum certification as a Level III Assessor in the State of Michigan.

1.18 Transportation and Equipment:

Landmark shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Landmark in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Landmark and not employees of the City. Landmark shall be responsible for Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Landmark shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Landmark relating to his/her employment by, or as Landmark.

1.20 Preparation of DDA and Reporting:

Landmark shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and IFT rolls relating to the designation of properties within the Downtown Development Authority (DDA).

1.21 Assessor's Recommendations:

Landmark shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Landmark, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Landmark outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Landmark. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Landmark, but separately or providing same to the City for possession.

1.23 Optional Services:

Landmark is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Landmark to perform such services at a rate of compensation agreed to by separate agreement. Landmark shall, however, report outstanding special assessments, properly completed, on forms required by the

State Tax Commission, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Landmark shall commence performance of the services herein required on **October 1, 2013**. **Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2014.**

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Landmark shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Landmark in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Landmark to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Landmark herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Landmark for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, **being September, 2014.**

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Landmark, for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to **\$27,888** yearly

(twenty-seven thousand, eight hundred eighty - eight). Landmark shall invoice the City an amount equal to \$2,324 on a monthly basis, net due 20 days.

3.2 Pro-ration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Landmark to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Landmark and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

4.2 Office Equipment:

The City shall provide Landmark with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Landmark will not have exclusive use of such equipment.

Landmark shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Landmark shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Landmark shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Landmark without prior consent of the City.

Landmark agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of Landmark as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement. Landmark shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The City shall provide Landmark with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment

notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Existing ECF Areas:

The City will provide Landmark with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

4.7 Preparation of DDA and Reporting:

The Finance Director shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

4.8 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by Landmark as herein contemplated, the City may request and Landmark shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Landmark's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein Landmark and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

Landmark shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Landmark, or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Landmark shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or

that arise from error or omissions to properly perform duties as Landmark. Landmark shall, however, have no liability arising out of adjustments to assessments or other actions by Landmark, the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Landmark established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Landmark shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Landmark is based in part on the perceived expertise and ability of Landmark, it is agreed that Landmark's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Landmark from employing such employees or agents, as Landmark shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Landmark to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Landmark shall provide the City, at Landmark's expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Landmark for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

Landmark shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Landmark shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Landmark shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Landmark, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Landmark, are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Landmark without written consent of the City. Any information

relating to the services shall not be released without the written permission of the City. Landmark shall act and preserve the confidentiality of all City documents and data accessed for use in Landmark's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.7 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.8 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Landmark Appraisal Company and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SWARTZ CREEK, MICHIGAN:

LANDMARK APPRAISAL CO:

By: _____
David Krueger, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Juanita Aguilar, City Clerk

Approved As To Form
By Michael Gildner
City Attorney

EXHIBIT "A"
City of Swartz Creek, Charter Provisions, Taxation

CHAPTER 9. TAXATION*

***State law references:** General property tax act, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

State law references: Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.

(a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.

(b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

State law references: Mandatory that Charter provide that subject of taxation for municipal purposes shall be the same as for state, county and school purposes under general law, MCL 117.3(f), MSA 5.2073(f); property subject to taxation, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.3. Exemptions.

The power of taxation shall never be surrendered or suspended by any grant or contract to which the city shall be a party. No exemptions from taxation shall be allowed, except such as are expressly required or permitted by law.

State law references: Property exempt from taxation, MCL 211.7 et seq., MSA 7.7 et seq.

Section 9.4. Tax day.

Subject to the exceptions provided or permitted by law, the taxable status of persons and property shall be determined as of the thirty-first day of December, or such other date as may subsequently be required by law, which shall be deemed the tax day. Values on the assessment roll shall be determined according to the facts existing on the tax day for the year for which such roll is made, and no change in the status or location of any such property after that day shall be considered by the Assessor or the Board of Review.

State law references: Designation of tax day, MCL 211.2, MSA 7.2; time, place and method of assessment, MCL 211.10 et seq., MSA 7.10 et seq.

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

State law references: Jeopardy assessment of personal property taxes, MCL 211.691 et seq., MSA 7.51(1) et seq.

Section 9.6. Preparation of the assessment roll.

Prior to the date of the meeting of the Board of Review in each year, the Assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared in accordance with the requirements of law, and may be divided into volumes, which the Assessor shall identify the number for purposes of convenience in handling the assessment roll and for locating properties assessed therein. The attachment of any certificate or warrant required by

this chapter to any volume of the roll, either as an assessment roll or as a tax roll, shall constitute the attachment thereof to the entire roll, provided the several volumes are identified in such certificate or warrant. Values of property set forth on the assessment roll shall be determined according to recognized methods of systematic assessment.

State law references: Mandatory that Charter provide for preparation of assessment roll, MCL 117.3(i), MSA 5.2073(i); assessment roll, MCL 211.24 et seq., MSA 7.24 et seq.

Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.

(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

State law references: Mandatory that Charter provide for a board of review, MCL 117.3(a), MSA 5.2073(a).

Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

State law references: Mandatory that Charter provide for meeting of board of review, MCL 117.3(i), MSA 5.2073(i).

Section 9.10. Notice of meetings.

Notice of the time and place of the annual meeting of the Board of Review shall be published by the Assessor not less than one week nor more than three weeks prior thereto.

Section 9.11. Certification of roll.

After the Board of Review has completed its review of the assessment roll, and not later than the Tuesday following the fourth Monday in March, or such other date as may subsequently be required by law, the majority of its members shall sign a certificate to the effect that the same is the assessment roll of the city for the year in which it has been prepared, as approved by the Board of Review, which certificate, when attached to any volume of the roll shall constitute a conclusive presumption of the validity of the entire roll, as provided in Section 9.6 of this

chapter. In the event that the Board of Review shall fail or refuse to so review the assessment roll of the city, such roll, as prepared and presented to the Board of Review by the Assessor shall be the assessment roll for the year for which it was prepared and shall stand as though it had been certified by the Board of Review.

State law references: Completion of review of assessments prior to first Monday in April required, MCL 211.30a, MSA 7.30(1).

Section 9.12. Validity of assessment roll.

Upon the completion of the assessment roll, and from and after midnight ending the last day of the meeting of the Board of Review, or the first Monday in April, whichever date first occurs, it shall be the assessment roll of the city for county, school and city taxes, and for other taxes on real and personal property that may be authorized by law. It shall be presumed by all courts and tribunals to be valid, and shall not be set aside, except for cause set forth by law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i).

Section 9.13. Clerk to certify levy.

Within three days after the Council has made the appropriations for the ensuing year, the Clerk shall certify to the Assessor the total amount which the Council determines shall be raised by general ad valorem taxation, together with such other assessments and lawful charges and amounts which the Council requires to be assessed, reassessed, or charged upon the city tax roll against property or persons.

Section 9.14. City tax roll.

After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and (2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

State law references: Collection of taxes, MCL 211.44 et seq., MSA 7.87 et seq.

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.

(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

The Treasurer shall not be required to make personal demand for the payment of taxes but, upon receipt of the city tax roll, he shall forthwith mail a tax statement to each person named in the tax roll, which mailed statement shall be a sufficient demand for the payment of all taxes assessed. Neither the failure on the part of the Treasurer to mail such statement, nor the failure of any person to receive the same, shall invalidate the taxes on the tax roll or release any person or property assessed from the liabilities in this chapter in case of nonpayment.

Section 9.19. Tax payment schedule.

The Council shall provide, by ordinance, the tax payment schedule for city taxes, the times when the same may be paid without the addition of collection fees or interest, and the amount of collection fees and interest to be added thereafter. All amounts collected as collection fees and interest shall be paid into the city's treasury for the use and benefit of the city.

Section 9.20. Failure or refusal to pay personal property tax.

If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

State law references: Failure or refusal to pay tax, MCL 211.47, MSA 7.91.

Section 9.21. State, county and school taxes.

For the purposes of assessing and collecting taxes for state, county, and school purposes, the city shall be considered the same as a township and all provisions of law relative to the collection of, and accounting for, such taxes and the penalties and interest thereon shall apply. For the purpose of collection of state, county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i); state law relative to the assessment, levy and collection of taxes, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.22. Protection of city lien.

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

When the city has acquired any interest in property to protect the city's tax lien thereon, the owner of any interest therein by fee title, as mortgagee, or as vendor or vendee under a land contract, shall have the right to purchase the city's interest therein, upon payment to the city of the amount of money which the city has invested therein in the form of taxes, special assessments, charges, fees, penalties, interest, and costs, paid by the city to protect its title in such property. After the lapse of ninety days after the date that the city acquires title to any such property, the Council may remove the same from the market by determining that such property is needed for and should be devoted to public purposes, naming such purposes, or may sell the same at a price which shall be not less than the market value, as determined.

And further, direct the Mayor and City Clerk to endorse and execute this agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday September 9, 2013 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 9/9/2013

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, City Attorney Mike Gildner.

Others Present: Boots Abrams, Tommy Butler, Lou Fleury, Bud Grimes.

APPROVAL OF MINUTES

Resolution No. 130909-01

(Carried)

Motion Councilmember Porath
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held Monday, August 26, 2013 to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 130909-02

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Shumaker

I Move the Swartz Creek City Council approves the Agenda, as amended, for the Regular Council Meeting of September 9, 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. 130909-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of September 9, 2013, to be circulated and placed on file.

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

Resolution No. 130909-04

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Hurt

I Move that a left turn lane be added on Fortino Drive at Morrish Road, project to be added to the MDOT Safety Projects.

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

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

MEETING OPENED TO THE PUBLIC:

Boots Abrams and the Swartz Creek Women's Club presented a check for \$800 to the City to be used towards improvements at Winshall Park.

Mayor Krueger presented a Proclamation to Perkin's Library for "Library Card Sign Up Month".

COUNCIL BUSINESS:

Re-Zoning Parcel I.D. No. 58-32-100-006 / 5387 Miller Road / R-1 Residential to NBD Neighborhood Business District

Resolution No. 130909-04

(Failed)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek adopt Ordinance No: 411, as follows:

CITY OF SWARTZ CREEK

ORDINANCE NO. 411

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF SWARTZ CREEK TO ZONE PROPERTY DESCRIBED AS 5387 MILLER ROAD, TAX I.D. NO: 58-32-100-006, FROM R-1 RESIDENTIAL TO NBD, NEIGHBORHOOD BUSINESS DISTRICT

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Section 3.00 – Zoning Map

Section 3.00 of the City of Swartz Creek Zoning Ordinance, as it refers to the official zoning map of the city, is hereby amended to indicate that 5387 Miller Road, Tax I.D. No: 58-32-100-006 is to be zoned for Neighborhood Business District.

Section 2. Effective Date.

This ordinance shall be effective on the 7th day of October, 2013.

Moved:

Second:

Voting For:

Voting Against:

Absent:

The Mayor declared the ordinance adopted.

David Krueger, Mayor

Juanita Aguilar, City Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 411 which was enacted by the Swartz Creek City Council at a regular meeting held on the 9TH day of September, 2013.

Juanita Aguilar
City Clerk

Publish Date:
Paper: Swartz Creek View
Effective Date: October 7, 2013

BE IT FURTHER RESOLVED that such rezoning is stipulated and conditioned on the City Council's approval of the final site plan submittal, dated August 30, 2013, and the granting of appeal of the rear yard setback by the Zoning Board of Appeals

Discussion Ensued.

YES: Hicks.

NO: Porath, Shumaker, Abrams, Gilbert, Hurt, Krueger. Motion Failed.

Final Site Plan Approval, Office Use, 5387 Miller Road, Tax I.D. No: 58-32-100-106 / Michael Floria

Resolution No. 130909-05

(Carried)

Motion by Mayor Pro-Tem Abrams

Second by Councilmember Shumaker

I Move the Swartz Creek City Council table the Final Site Plan Approval, Office Use, 5387 Miller Road, Tax I.S. No. 58-32-100-106 / Michael Floria.

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

NO: None. Motion Declared Carried

Qualification Based Selection (Q.B.S.), Engineering Services

Resolution No. 130909-06

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

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

WHEREAS, it is the duty of the City of Swartz Creek to provide for the safety of its citizens and in so doing, provide for safely designed, engineered, and constructed public roads, highways, bridges, drainage systems, and other improvements; and

WHEREAS, it is in the best interest of the city to protect people by demanding and insuring that qualified engineers and land surveyors, also known as design professionals, render services which will assist in making construction projects safer for public use; and

WHEREAS, selection of design professionals based upon qualification to perform the required services rather than selection supported solely on price, is more likely to produce a better and safer result; and

WHEREAS, the Michigan Department of Transportation and the Federal Highway Administration the periodic bidding of design professional services for state and federally funded projects and the City of Swartz Creek desires to comply with all such requirements and guidelines with respect to selection of design professionals; and

WHEREAS, the City has adopted a process and developed an RFP that extends for a period of at least three (3) years, at the option of the city, thus eliminating the need to engage in additional selection processes on a project by project basis, and further, invited 14 firms to submit and advertised in a newspaper of general circulation, the results of which was returns of five interested firms; and

WHEREAS, after reviewing bid returns in open session, the City finds that all submittals meet professional standards and qualifications and further, the City finds that the submitting firms are nearly identical in possessing the services the City seeks and additional consideration was given to the submitting firms for meeting the general needs of the City.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council, in compliancy with requirements set forth by Michigan Department of Transportation and the Federal Highway Administration, hereby create a Qualification Based Selection list for professional design, inspection and other engineering services, as follows:

6. Rowe Professional Services
7. Hubble, Roth & Clark Inc.
8. Orchard, Hiltz & McCliment Inc.
9. Wade-Trim Associates Inc.
10. Fleis & Vandenbrink Engineering Inc.

BE IT FURTHER RESOLVED that the City direct the Staff to solicit pricing for various engineering services the City may use or desire, from all five firms, and negotiate if needed, and bring all such findings back to the Council for review.

Discussion Ensued.

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

Street Usage Permit, Annual School Homecoming Football Parade

Resolution No. 130909-07

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Hicks

I Move the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct their annual High School Homecoming Parade on Friday, October 4, 2013 from 4:30 pm to 6:30 pm. Parade route as follows:

Fredrick Drive, Southbound to Miller
Miller Westbound to Fairchild
Fairchild Southbound to Middle School

Under the direction and control of the office of the Chief of Police and in accordance with the stipulations and conditions set forth in the permit and application.

Discussion Took Place.

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

City Owned Vacant Lots

(Discussion)

City Manager Bueche updated the City Council on the lots that the City currently owns. Discussion took place as to whether or not to sell the lots.

MEETING OPEN TO PUBLIC

Ed Coon, 7233 Maplecrest, spoke about the possibility of Kal Nemer rebuying lots in Springbrook. Mr. Coon stated that he believes that about 90 percent of the Springbrook residents would object to that happening. Mr. Coon asked for clarification on who owns certain lots in Springbrook.

Jim Florence, 4296 Springbrook, spoke about the properties in Springbrook, stating that he was one of the interested parties that wanted to buy a lot next to his own. Mr. Florence stated that Springbrook Association holds the master deeds to all of the properties and dictates what can be built on them. Mr. Florence spoke about many banks not granting mortgages on homes in Springbrook East and Heritage due to them not being HUD and/or FHA approved. Mr. Florence stated that September is Senior Center Month and they will be celebrating on October 17th from noon to 4pm by having a Health Fair.

Tommy Butler, 40 Somerset, spoke about the intersections of Fortino/Morrish and Morrish/Bristol, stating that he feels that they are dangerous.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker stated that Bristol Road is under the jurisdiction of Genesee County. Mr. Shumaker stated that he feels people approach the Bristol/Morrish intersection as if it is a 4-way stop.

Councilmember Porath stated that he agrees that the Bristol/Morrish intersection is dangerous. Mr. Porath asked everyone to remember what happened on 9-11-01.

Councilmember Gilbert spoke about the Morrish Road Bridge, asking how they were planning on repairing it.

Councilmember Hurt stated that he is grateful the City Attorney was at the meeting as he was influenced several times by the attorney's input.

Councilmember Shumaker spoke about the bump shop on Miller Road near Dye Road. Mr. Shumaker stated that he has noticed that sections of fencing have been removed and that they are now encroaching onto City property. Mr. Shumaker asked if posts should be installed there and a letter sent to stop the encroachment.

Mayor Pro-Tem Abrams asked if the traffic lights in front of the SPO plant were going to be removed. Mr. Abrams mentioned that he attended the ribbon cutting at the new Performing Arts Center.

Mayor Krueger spoke about placing a concave mirror on the post across from Fortino and Morrish. Mr. Krueger stated that he felt it would make it easier to see if anyone is coming.

Adjournment

Resolution No. 130909-08

(Carried)

Motion by Councilmember Shumaker
Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 9:30 p.m.

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

David Krueger, Mayor

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
AUGUST 2013

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	17	0	0	0
#05-649	66	0	0	0
#07-375	75	2	0	0
#12-144	423	8	0	0
#09-401	57	0	3	0
#09-226	59	2	0	3
#10-161	88	11	0	0
TOTAL	785	23	3	3

Swartz Creek Police Department

EJS OnSite Officer Daily Departmental Statistics Report

Officer: All Officers Shift: All Shifts Assignment: All Assignments

	07/01/2013 07/31/2013	08/01/2013 08/31/2013
Primary Hours		
Time Categories (Total Hours)	1,740:30	1,635:00
G Administrative	216:15	210:30
G Clerical	111:30	149:30
G Court	6:30	4:00
G Investigations	145:15	148:00
G Non Uniformed	0:00	2:30
G Traffic Enforcement	240:30	260:00
G Training	0:00	14:30
G Uniformed	681:15	621:00
R Administration	30:00	27:00
R Clerical	19:00	13:00
R Investigations	0:00	0:30
R Uniformed	13:15	18:00
S Administration	1:00	2:00
S Clerical	5:30	1:30
S Uniformed	0:00	3:00
Z Training	24:00	16:00
Z Uniformed	5:45	4:00
ZZ Absent	30:00	0:00
ZZ Funeral	1:15	0:00
ZZ Holiday	64:00	0:00
ZZ Vacation	145:30	140:00
Activity Categories (Total Count)	3,287	3,370
G Business Checks	1,515	1,523
G Desk Assignments	72	60
G Felony Arrest	8	1
G Initiated Calls	951	1,011
G Misdemeanor Arrest	26	36
G PD Accident	7	4
G PI Accident	2	3
G Parking Citations	1	0
G Radio Calls	289	312
G Service Request	1	0
G Suspicious Person	46	74
G Vacation Checks	242	205
G Verbal Warning	77	100
G Written Warning	18	13
R Business Checks	2	3
R Radio Calls	2	6
Z Agency Assist	7	2
Z Building Searches	2	1
Z Felony Arrest	2	2
Z Initiated Calls	1	3
Z Misdemeanor Arrest	0	2

continued on page 2

Swartz Creek Police Department

EJS OnSite Officer Daily Departmental Statistics Report

Date Printed: 09/10/2013
Page Number: 2

Officer: All Officers Shift: All Shifts Assignment: All Assignments

	07/01/2013 07/31/2013	08/01/2013 08/31/2013
Z Narcotics Seized	1	1
Z Negative Tracks	4	0
Z Postive Tracks	0	3
Z Radio Calls	8	3
Z Vehicle Searches	3	2

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	08/01/2013	08/31/2013

Number	Name	Date	Location	Description	Officer	Fine
T-12664480		08/02/13	MILLER NEAR MAYA	NO PROOF INSURANCE/POSSESE		
T-1264488		08/02/13	MILLER NEAR SCHOOL	NO PASSING ZONE		
T-1264490		08/03/13	MILLER NEAR SCHOOL	NO PROOF INSURANCE/POSSESE		
T-1221009-A		08/03/13	MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1264491		08/03/13	MORRISH NEAR APPLE CREEK	NO PROOF INSURANCE/POSSESE		
T-1264326		08/05/13	WINCHESTER VILLAGE -- CAPPY AT	SEAT BELT DRIVER/PASSENGER		
T-1264327		08/05/13	SEYMOUR AT OAKVIEW	NO PROOF INSURANCE/POSSESE		
T-1264328		08/05/13	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1264330		08/07/13	MILLER NEAR BRISTOL	IMPROPER LANE USE IN TURN/U-		
T-1220746-A		08/07/13	MILLER RD,	SUSP/REVOKED/NEVER APPL.		
T-1220746-B		08/07/13	MILLER RD,	NO PROOF INSURANCE/POSSESE		
T-1220745-C		08/07/13	MILLER RD,	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1264331		08/09/13	MILLER NEAR FORTINO	NO PROOF INSURANCE/POSSESE		
T-1264332		08/09/13	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1264333		08/09/13	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/A		
T-1220958		08/09/13	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1200959		08/09/13	MILLER AT I-69	EXCEEDED POSTED SPEED LIMIT		
T-1264334		08/10/13	I-69 AT MORRISH	NO PROOF INSURANCE/POSSESE		
T-1264385-B		08/11/13	MILLER NEAR FAIRCHILD	DISREGARDED TRAFFIC SIGNAL/A		
T-1264386		08/11/13	MILLER AT MORRISH	NO PROOF INSURANCE/POSSESE		
T-1221098-A		08/11/13	MILLER NEAR SEYMOUR	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1221098-B		08/11/13	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1264387		08/14/13	MILLER AT FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1264388		08/14/13	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1264339-A		08/14/13	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1264339-B		08/14/13	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1264339-C		08/14/13	MILLER NEAR MORRISH	NOISY MUFFLER AND/OR EXCESE		
T-1264483		08/16/13	MILLER AT FAIRCHILD	DISREGARDED TRAFFIC SIGNAL/A		
T-1264210		08/18/13	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1183939		08/19/13	ELMS AT MILLER	CARELESS DRIVING		
T-1264211		08/21/13	ELMS AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1264349-A		08/25/13	MORRISH AT MILLER	EXPIRED PLATE		
T-1264349-B		08/25/13	MORRISH AT MILLER	HEADLIGHTS		
T-1264349-C		08/25/13	MORRISH AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1264350		08/25/13	MORRISH NEAR I-69	UNABLE TO STOP IN ASSURED CI		
T-11833751		08/25/13	ELMS NEAR BRISTOL	NO PROOF INSURANCE/POSSESE		
T-1264213		08/29/13	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1264214		08/30/13	MILLER AT ELMS	CARELESS DRIVING		

Tickets Total: 38	Charges Total: 38	Fines Total:	0.00
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Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	AUG 2012	AUG 2013	YR TO DATE
0100-0	Sovereignty	0	0	0
0200-0	Military	0	0	0
0300-0	Immigration	0	0	0
0900-1	Murder/Non-negligent Manslaughter (Voluntary)	0	0	0
0900-2	Negligent Homicide/Manslaughter (Involuntary)	0	0	0
0900-3	Negligent Homicide - Vehicle/Boat/Snowmobile/ORV	0	0	0
0900-4	Justifiable Homicide	0	0	0
1000-1	Kidnapping/Abduction	0	0	0
1000-2	Parental Kidnapping	0	0	0
1100-1	Sexual Penetration Penis/Vagina - CSC 1st Degree	0	0	0
1100-2	Sexual Penetration Penis/Vagina - CSC 3rd Degree	0	0	0
1100-3	Sexual Penetration Oral/Anal - CSC 1st Degree	0	0	0
1100-4	Sexual Penetration Oral/Anal - CSC 3rd Degree	0	0	0
1100-5	Sexual Penetration Object - CSC 1st Degree	0	0	0
1100-6	Sexual Penetration Object - CSC 3rd Degree	0	0	0
1100-7	Sexual Contact Forcible - CSC 2nd Degree	1	0	1
1100-8	Sexual Contact Forcible - CSC 4th Degree	0	0	0
1200-0	Robbery	0	0	0
1300-1	Non-Aggravated Assault	3	3	29
1300-2	Aggravated/Felonious Assault	0	0	2
1300-3	Intimidation/Stalking	0	0	7
1400-0	Abortion	0	0	0
2000-0	Arson	0	0	0
2100-0	Extortion	0	0	0
2200-1	Burglary - Forced Entry	1	2	19
2200-2	Burglary - Entry Without Force (Intent to Commit)	0	0	1
2200-3	Burglary - Entry Without Authority With or Without Force (No Intent)	0	0	3
2200-4	Possession of Burglary Tools	0	0	0
2300-1	Larceny - Pocketpicking	0	0	0
2300-2	Larceny - Purse Snatching	0	0	0
2300-3	Larceny - Theft from Building	0	1	8
2300-4	Larceny - Theft from Coin-Operated Machine/Device	0	0	0
2300-5	Larceny - Theft from Motor Vehicle	0	0	10
2300-6	Larceny - Theft of Motor Vehicle Parts/Accessories	0	0	0
2300-7	Larceny - Other	1	2	16
2400-1	Motor Vehicle Theft	0	0	4
2400-2	Motor Vehicle as Stolen Property	0	0	0
2400-3	Motor Vehicle Fraud	0	0	0
2500-0	Forgery/Counterfeiting	0	0	0
2600-1	Fraud - False Pretense/Swindle/Confidence Game	1	0	2
2600-2	Fraud - Credit Card/Automatic Teller Machine	1	0	8
2600-3	Fraud - Impersonation	0	1	2
2600-4	Fraud - Welfare Fraud	0	0	0
2600-5	Fraud - Wire Fraud	0	0	0
2600-6	Fraud - Bad Checks	0	0	3
2700-0	Embezzlement	0	0	0
2800-0	Stolen Property	0	0	0

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	AUG 2012	AUG 2013	YR TO DATE
2900-0	Damage to Property	3	5	17
3000-1	Retail Fraud - Misrepresentation	0	0	0
3000-2	Retail Fraud - Theft	0	15	24
3000-3	Retail Fraud - Refund/Exchange	0	1	1
3500-1	Violation of Controlled Substance - Act	1	1	14
3500-2	Narcotic Equipment Violations	0	0	1
3600-1	Sexual Penetration Non-forcible - Blood/Affinity (CSC 1st/3rd Degr	0	1	1
3600-2	Sexual Penetration Non-forcible - Other (CSC 1st and 3rd Degree)	0	0	2
3600-3	Peeping Tom	0	0	0
3600-4	Sex Offense - Other	0	0	0
3700-0	Obscenity	0	0	0
3800-1	Family - Abuse/Neglect Nonviolent	0	0	6
3800-2	Family - Non-Support	0	0	0
3800-3	Family - Other	0	0	0
3900-1	Gambling - Betting/Wagering	0	0	0
3900-2	Gambling - Operating/Promoting/Assisting	0	0	0
3900-3	Gambling - Equipment Violations	0	0	0
3900-4	Gambling - Sports Tampering	0	0	0
4000-1	Commercialized Sex - Prostitution	0	0	0
4000-2	Commercialized Sex- Assisting/Promoting Prostitution	0	0	0
4100-1	Liquor License - Establishment	0	0	0
4100-2	Liquor Violations - Other	0	0	8
4200-0	Drunkenness - Except OUIL	0	0	0
4800-0	Obstructing Police	0	0	9
4900-0	Escape/Flight	0	0	3
5000-0	Obstructing Justice	3	1	26
5100-0	Bribery	0	0	0
5200-1	Weapons Offense - Concealed	0	0	2
5200-2	Weapons Offense - Explosives	0	0	1
5200-3	Weapons Offense - Other	0	0	1
5300-1	Disorderly Conduct	0	1	1
5300-2	Public Peace - Other	0	0	5
5400-1	Hit & Run Motor Vehicle Accident	2	1	11
5400-2	Operating Under the Influence of Liquor or Drugs (OUIL or OUID)	1	0	9
5400-3	Driving Law Violations	8	3	52
5500-0	Health and Safety	1	1	9
5600-0	Civil Rights	0	0	0
5700-1	Trespass	0	3	4
5700-2	Invasion of Privacy - Other	0	0	0
5800-0	Smuggling	0	0	0
5900-0	Election Laws	0	0	0
6000-0	Antitrust	0	0	0
6100-0	Tax/Revenue	0	0	0
6200-0	Conservation	0	0	0
6300-0	Vagrancy	0	0	0
7000-0	Juvenile Runaway	0	0	4
7300-0	Miscellaneous Criminal Offense	0	3	37

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	AUG 2012	AUG 2013	YR TO DATE
7500-0	Solicitation (All Crimes Except Prostitution)	0	0	0
7700-0	Conspiracy	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	3
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	Property Damage Accident/Personal Injury	6	5	53
9300-2	NON-TRAFFIC PDA	0	1	19
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	2	1	11
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	6	6	46
9800-5	ALARMS	0	0	1
9800-6	CIVIL	2	1	24
9800-7	SUSPICIOUS SITUATION	2	1	17
9800-8	LOST AND FOUND PROPERTY	4	2	16
9800-9	OVERDOSE	0	0	1
9900-1	SUICIDE	0	0	1
9900-2	DOA - NATURAL	0	0	4
9900-3	MISSING PERSON	0	0	2
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	1	4	19
9900-9	GENERAL - NON CRIMINAL	2	7	47

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	AUG 2012	AUG 2013	YR TO DATE
Totals:		52	73	627

DATE: AUGUST 19, 2013
TIME: 7:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIRE AUTHORITY AGENDA



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

- II. APPROVAL OF MINUTES
 - A. AUGUST 19, 2013 MEETING:
(NOTE: The Chairman and Secretary are to sign the approved copy. See By Laws Committee report below.)

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

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

- V. COMMITTEE REPORTS:
 - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:
 - 1. Policy 100 update to include all positions that have check signing privileges (attached).
 - 2. Bylaw update Article IV, Section C, subsection (1): the old working versus new is (attached).
 - 3. Signatures for both the Chairman and Secretary are being added to the bottom of the months minutes to certify the approval of the minutes by the Fireboard. These signed copies will be place on permanent file.

 - B. HEALTH AND SAFETY COMMITTEE: Chairman Rich Tesner (Members Chief Cole, Assistant Chief Merriam, Association Station 1 Trustee Greg Baker and Association Station 2 Trustee Vacant)

 - C. PERSONNEL COMMITTEE: Chairman Larry Widigan, Richard Derby and David Hurt.

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

1. City Manager Bueche & Township Supervisor Gehringer, at the September 5 budget review meeting agreed the snow and lawn removal cost would be billed back to the SCAFD to save money.

VI. OLD BUSINESS:

A. APPARATUS UPDATE from Battalion Chief Jack King-

1. Apparatus status report attached

B. GENERAL LIABILITY INSURANCE BID STATUS: Date of bid return set for November 8, 2013 at 1300. Bids were sent out July 22.

C. AUDIT QUOTE STATUS BID OPENING:

D. HAZMAT TEAM JOB DESCRIPTION ADDITION: Attached is a draft that includes the addition of personnel being able to be a member of the Genesee County HazMat Team for consideration.

E. WIRELESS HEADSET BID OPENING:

F. 2014 REVISED BUDGET PRESENTATION (attached as separate document):

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION: none.

B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none.

C. MEMBERS RESIGNING/TERMINATING: none

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none.

E. TURN OUT GEAR SPECIFICATION: Captain Tabit has advised there have been some changes associated with the type of material the industry is utilizing. The specification update was not available for the initial packet distribution, but should be at meeting time for your review and consideration. The quantity is budgeted.

Chief Cole requests permission to proceed with sending the specification to applicable vendors for the return of sealed bids by October 18, 2013, for opening at the October 21, 2013 Fireboard meeting.

F. PURCHASE OF 3 ROOF OPERATION SAFETY PLATFORMS: Practical Fire Equipment, Bay City MI, made a presentation of their roof platform at the Genesee County Association of Chief's (GCAFC) meeting on August 21. A platform was brought back to the SCAFD for our people to train with and evaluate on September 10. The platforms would provide a safer roof working environment, especially for steep and possible snow covered roofs. The review of the personnel after training recommended that 3 platforms be purchased for each pumper currently in our fleet. A discount of \$30.00 was provided through the GCAFC. Attached is a letter explaining the inability to obtain 3 competitive bids and an invoice for 3 roof safety platforms.

Chief Cole requests permission to purchase three (3) roof operations safety platforms from Practical Fire Equipment in the amount of \$1,260.00.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for AUGUST
- B. AUGUST BILLS LIST
- C. Flowers fund balance \$40.00
- D. Capital Improvement Fund Program (CIFP) account balance as of 08/30/13: \$111,308.58.
- E. Paul Spaniola funeral thank you card (attached).

- F.
- G.

IX. OPEN TO THE PUBLIC:

- X. COMMENTS OF FIRE DEPARTMENT PERSONNEL (THROUGH THE CHIEF AND/OR HIS DESIGNATE:
- XI. CHAIN OF COMMAND APPEAL TO THE FIRE AUTHORITY:
- XII. COMMENTS FROM FIRE AUTHORITY MEMBERS:
- XIII. MEETING ADJOURNMENT:

REGULAR MEETING

AUGUST 19, 2013

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, August 19, 2013. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

I. CALL TO ORDER:

A. PLEDGE OF ALLEGIANCE

B. ROLL CALL

Board Members Present:

- Chairman, Mike Messer
- Clayton Representative, Rich Tesner
- City Representative, John Knickerbocker
- City Representative, Dave Hurt
- City Representative, Rick Clolinger
- Clayton Representative, Richard Derby

Board Members Absent:

- Clayton Representative, Larry Widigan

Staff Present:

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

Staff Absent: NONE

Others Present:

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

C. AGENDA: ADDITIONS/CHANGES/DELETIONS:

- **Resolution 081913-01**

Motion by Dave Hurt

Second by Rick Derby

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

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

NO: None Motion declared carried

D. SPECIAL PRESENTATION: NONE

II. APPROVAL OF MINUTES

A. JULY 15,, 2013 BOARD MEETING

- **Resolution 081913-02**

Motion by Dave Hurt

Second by Rich Tesner

The SCAFD Board does hereby approve the minutes of July 15, 2013 board meeting, as presented.

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

NO: None Motion declared carried

III. CORRESPONDENCE:

A. JULY INCIDENT SUMMARY REPORT:

- **Resolution 081913-03**

Motion by Dave Hurt

Second by Rick Derby

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

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

NO: None Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. JULY FINANCIAL STATEMENT:

- **Resolution 081913-04**

Motion by Rick Derby

Second by Dave Hurt

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

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

NO: None Motion declared carried

V. COMMITTEE REPORTS:

- A. BY-LAWS COMMITTEE MEETING: NONE
- B. HEALTH & SAFETY COMMITTEE: NONE
- C. PERSONNEL COMMITTEE: NONE
- D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Municipalities have approved the agreement.

VI. OLD BUSINESS

A. APPARATUS UPDATE:

- 1. Monthly report from Batt. Chief King

- B. GENERAL LIABILITY INSURANCE BID STATUS: Bids were sent out 07/22
- C. AUDIT QUOTE STATUS: Quotes were sent out 07/22

VII. NEW BUSINESS

- A. MEMBER(S) TO BE PLACED ON PROBATION: NONE
- B. MEMBER TO COME OFF PROBATION: J. Wolf, S. Derby

- **Resolution 081913-05**

Motion by Dave Hurt
Second by Rick Clolinger

The SCAFD Board does hereby place Joe Wolf on regular status with the SCAFD

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

- **Resolution 081913-06**

Motion by Dave Hurt
Second by Rick Derby

The SCAFD Board does hereby place Seth Derby on regular status with the SCAFD

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

C. MEMBERS RESIGNING/TERMINATING: R. Castano

- **Resolution 081913-07**

Motion by Dave Hurt
Second by Rich Tesner

The SCAFD Board does hereby accept the resignation of Rick Castano as of August 1st, 2013.

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

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

E. HAZMAT TEAM:

- **Resolution 081913-08**

Motion by Dave Hurt
Second by Rick Clolinger

The SCAFD Board does hereby direct the Chief to confer with Atty. Cavanaugh on this matter and report findings within 2 months.

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

F. WIRELESS HEADSET SPECIFICATIONS:

- **Resolution 081913-09**

Motion by Dave Hurt
Second by Rich Tesner

The SCAFD Board does hereby approve the wireless headset specifications and directs the Chief to disburse them.

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

G. TIRE REPLACEMENT:

- **Resolution 081913-10**

Motion by Dave Hurt
Second by Rich Derby

The SCAFD Board does hereby approve the purchase of tires from Jerry's Tire in the amount of \$3847.84 not including unforeseen expenses.

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

H. REQUEST FOR REIMBURSEMENT:

- **Resolution 081913-11**

Motion by Dave Hurt
Second by Rick Derby

The SCAFD Board does hereby approve the cost of tuition of the fire academy to Austin Bower in the amount of \$800.

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

I. 2014 BUDGET:

• Resolution 081913-12

Motion by Dave Hurt
Second by Rick Derby

The SCAFD Board does hereby direct the Chief to meet with the City Manager and Township Supervisor to discuss the corrected budget.

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

VIII. GENERAL INFORMATION

- A. MUNICIPAL BILLINGS FOR JULY
- B. JULY BILLS LIST
- C. FLOWERS FUND BALANCE IS \$40.00
- D. CAPITAL IMPROVEMENT FUND PROGRAM BALANCE: \$111,290.32
- E. APPARATUS PURCHASE UPDATE
- F. FEMA AFG GRANT DENIAL

IX. OPEN TO THE PUBLIC: NONE

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

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

XII. COMMENTS OF THE FIREBOARD:

- Tesner: Congrats to Wolf & Derby
Regrets for the resignation of Castano
Thank you to E. Merriam for his help with the Station 2 emergency siren
- Knickerbocker: Congratulations to Wolf & Derby
Thank you for the Budget, it is clear and concise
- Clolinger: Echoes sentiments
Wants to go first next meeting
- Hurt: Echoes sentiments
- Derby: Congrats to Wolf & Derby
Regrets for the resignation of Castano
Thank you to E. Merriam for his help with the Station 2 emergency siren
- Messer: Echoes sentiments

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 7:58 p.m. The next regular meeting will be 09/16/13 at Station 1 at 7:00 pm

Kim Borse
Accounting/Clerical Specialist
Swartz Creek Area Fire Board

I certify these minutes to be a true and accurate account of the August 19th Swartz Creek Area Fire Board meeting:

Mike Messer
Chairman
Swartz Creek Area Fire Board

Richard Derby
Secretary/Treasurer
Swartz Creek Area Fire Board

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 08/01/2013 through 08/31/2013

Printed: 09/12/2013

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	Prop & Cont Value	No. Resp	Disp. to Enrte. Min.	Resp. Min. Savings	Total Hr:Min:Sec
0000101-000 9412 Miller RD MRS Rhonda Anagnostopoulos	08/01/2013	10:09	1 700 False alarm. false activation		\$0	7	2.00	3.00	0:07:00
									Fitzpatrick, Robert M - SERGEANT
0000102-000 9089 Saddlehorn DR Stacey	08/01/2013	12:53	12 111 AMA to Flushing		\$0	15	0.00	11.00	0:22:00
0000103-000 10153 W Francis RD MR John	08/08/2013	18:04	12 111 AMA to Flushing		\$0	15	0.00	18.00	0:41:00
0000104-000 Miller and Fiarchild	08/08/2013	22:48	1 600 Odor invstgtn; I-69 paving		\$0	15	7.00	9.00	0:26:00
									KING, JACK L - BATT CHIEF
0000105-000 8465 Wesley DR	08/17/2013	21:12	12 111 AMA to Flushing-canceled		\$0	12	0.00	4.00	0:14:00
									KING, JACK L - BATT CHIEF
0000106-000 Directions Miller; west of Van Vleet Rd MRS Christine Neibert	08/19/2013	19:04	1 350 Extrication, rescue, other		\$5,500	21	5.00	8.00	1:02:00
									\$4,500 \$1,000 KING, JACK L - BATT CHIEF
0000107-000 6149 W Bristol RD Maria Papalazarou	08/21/2013	16:45	1 113 Cooking fire, confined to container		\$115,800	19	7.00	12.00	0:37:00
									\$800 \$115,000 PLUMB, DAVID J - CAPTAIN/EM
0000108-000 3101 Begole ST	08/21/2013	22:58	12 111 Mutual Aid to Flint City		\$0	14	7.00	22.00	1:26:00
									TABIT, STEPHEN D - CAPTAIN/EM
0000109-000 Wheatland DR	08/23/2013	23:13	12 111 MA to FTFD		\$0	14	8.00	17.00	3:00:00
									Fitzpatrick, Robert M - SERGEANT
0000110-000 5503 N Duffield RD	08/24/2013	17:16	12 111 AMA to Flushing		\$0	13	0.00	9.00	0:19:00
0000111-000 Directions west of intersection on tracks	08/25/2013	03:39	1 131 Veh Train Fire (MA to GTFD)		\$0	13	0.00	18.00	3:17:00
									\$0 \$0 KING, JACK L - BATT CHIEF
0000112-000 Maya ST	08/28/2013	16:25	1 444 Phone line down, removed		\$0	12	9.00	11.00	0:35:00
									\$0 \$0 KING, JACK L - BATT CHIEF
0000113-000 Grand Blanc/Morrish and Grand Blanc/Morrish	08/28/2013	18:36	12 611 Dispatched & canceled en route		\$0	17	0.00	9.00	0:09:00
									\$0 \$0

Incident Log for 08/01/2013 through 08/31/2013

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Prop & Cont Value	No. Resp	Disp. to Enrte. Min.	Resp. Min. Savings	Total Hr:Min:Sec	
Involved Name				Owner Name		Prop & Cont Loss	Officer in Charge			
0000114-000 6438 S Morrish RD	08/30/2013	17:42	12 111	Barn fire, AMA to	GTFD \$0	20 \$0	6.00	10.00 \$0	3:06:00	
							TABIT, STEPHEN D - CAPTAIN/EM			
							Incidents by Shift Including Exposures			
No. Resp.	Total Hr:Min	Prop & Cont Value	Prop & Cont Loss	Savings	0	1	2	3	4	
Totals:	207	15:21:00	\$121,300	\$5,300	\$116,000	0	2	9	3	0

The total number of incidents, including exposure fires is 14.

The number of exposure fires is 0.

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

	Description	Current Mth	Y-T-D	Budget	Remain. Budget	% Budget
Revenues						
3582	OPERATING CONTRIBUTIONS	4,538.02	231,388.14	262,520.00	31,131.86	(0.88)
3583	EQUIPMENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
3628	MISC. INCOME (SUNDRY)	0.00	1,836.42	0.00	(1,836.42)	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	22.68	165.88	120.00	(45.88)	(1.38)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	4,560.70	233,390.44	262,640.00	29,249.56	(0.89)
Expenses						
4703	SOCIAL SECURITY	766.82	6,148.56	10,900.00	4,751.44	0.56
4704	STAFF SALARIES	3,285.75	26,832.00	45,700.00	18,868.00	0.59
4705	MAIN/TRAIN-SALARIES	910.00	6,670.00	11,100.00	4,430.00	0.60
4706	OFFICER SALARIES	1,290.00	9,030.00	15,500.00	6,470.00	0.58
4707	FIREFIGHTERS SALARY	4,538.09	37,868.61	69,000.00	31,131.39	0.55
4708	DEFERRED COMPENSATION	221.75	1,701.25	3,200.00	1,498.75	0.53
4709	MEDICAL-FIREFIGHTERS	195.00	3,570.00	4,500.00	930.00	0.79
4710	UNEMPLOYMENT PAYMENTS	0.00	0.00	2,000.00	2,000.00	0.00
4727	OFFICE SUPPLIES	209.78	942.02	1,000.00	57.98	0.94
4728	BUILDING SUPPLIES	10.98	717.57	700.00	(17.57)	1.03
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	303.86	4,761.16	7,000.00	2,238.84	0.68
4801	CONTRACT SERVICES	34.54	4,694.42	6,800.00	2,105.58	0.69
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	184.75	2,315.73	3,200.00	884.27	0.72
4910	INSURANCE	0.00	18,120.00	23,200.00	5,080.00	0.78
4920	UTILITIES	777.79	7,440.09	15,000.00	7,559.91	0.50
4960	EDUCATION & TRAINING	828.25	2,737.62	6,500.00	3,762.38	0.42
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	790.00	1,231.00	16,500.00	15,269.00	0.07
4978	FIRE EQUIP.-MAINT/REPAIR	432.83	5,263.18	19,100.00	13,836.82	0.28
4979	FIRE EQUIPMENT-UPGRADES	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatus	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	0.00	0.00	800.00	800.00	0.00
4988	COMPUTER SOFTWARE/UPGRADES	0.00	400.00	700.00	300.00	0.57
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	14,780.19	140,443.21	262,640.00	122,196.79	0.53
	Net Income/<Loss>	(10,219.49)	92,947.23	0.00		
3400	FUND BALANCE-Beginning of Year	0.00	124,728.50	0.00		
	Fund Balance-End of Year	(10,219.49)	217,675.73	0.00		

POLICY: # 110
ADOPTED: 06/25/1991
REVIEWED/REVISED: 10/18/93, 08/19/2013
SUBJECT: PERSONNEL TO BE BONDED

The SCAFD shall bond the following individuals on an annual basis beginning January 1 and ending December 31 each year:

1. FIRE CHIEF
2. ACCOUNTING/CLERICAL SPECIALIST
3. FIRE BOARD CHAIRPERSON
4. FIRE BOARD VICE CHAIRPERSON
5. FIRE BOARD SECRETARY/TREASURER

The amount of the bond to be set by the Swartz Creek Area Fire Board.

ARTICLE IV SECTION C (1)
SECRETARY

OLD VERSION:

The Secretary shall have the custody of all the records, books and papers of the Board, when no other provisions are made by law, and shall deliver the same on demand to his/her successor in office. The Secretary shall transcribe, in the book of record of the Board, the minutes of the proceedings of every board meeting and shall enter in such book, every order or direction, and all rules and regulations made by the Board.

PROPOSED CHANGES:

The Secretary shall be responsible for the records, books, paper and official documents of the Board. The Secretary shall prepare or cause to be prepared at the Secretary's direction the book of records of Board minutes of the proceedings of every Board meeting and shall cause such records to be entered into the Board's official record book. The Secretary shall also cause to be maintained a record of the By-laws, all rules and regulations of the department and all contracts of the department.

The official books and records of the Board shall be maintained at the fire department under the control and direction of the Secretary of the Board. The Secretary shall verify Board action and perform such other tasks as are required by the laws of the State of Michigan.

AS OF: September 12, 2013
TO: Swartz Creek Area Fire Authority
RECORDED BY: Fire Chief Brent Cole
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service. Aug. 21: Four rear tires replaced. Rim evaluation determined they were rusting, so they were powder coated. Since the read doesn't match, they will be repainted some time in the future.
12	91 Pumper	Station 1	In service.
16	91 Squad	Station 1	In service. Aug. 20: Taken to Jerry's tire for 10 year tire inspection.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service. Aug. 22: Two steering and two rear tires replaced.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service. Aug 22: Tires removed, inspected and remounted.
27	79 Grass Rig	Station 2	In service.

NOTE Pump maintenance and tested was scheduled for September 17 on August 26.

SCAFD JOB DESCRIPTION: FIREFIGHTERS

A. General Summary

Under the direction of the Chief or his/her designee: Controls and extinguishes fires, protects life and property, and maintains equipment as an on-call firefighter and/or officer.

B. Essential Functions of the Job:

1. Responds to fire alarms and other emergency calls.
2. Controls and extinguishes fires, protects life and property, and maintains equipment as on-call firefighter and/or officer.
3. Selects hose nozzle, depending on type of fire, and directs stream of water or chemicals onto fire. Positions and climbs ladders to gain access to upper levels of building or to assist individuals from burning structure. Creates openings in buildings for ventilation or entrance, using axes, chisel, crowbar, various saws, and other power equipment.
4. Protects property from water and smoke by use of waterproof salvage covers, smoke ejectors, ventilation fans, etc.
5. Communicates with superiors during fire, using portable two-way radio.
6. Performs assigned duties in maintaining apparatus, station areas, buildings, and equipment.
7. Participates in business meetings, training sessions, demonstrations, and courses in hydraulics, pump operation and maintenance, and various fire fighting techniques.
8. May drive and operate fire fighting vehicles, apparatus, and equipment after passage of department annual driver training course.
9. Shall perform all duties on the fire ground under the supervision of an officer or senior firefighter.
10. Shall perform their duties under the supervision of the officer in charge while at the station.
11. Shall promptly respond to all alarms (when available) or other emergencies, and shall assist one another when executing the orders of superior officers.
12. When on standby shall remain in the area assigned until properly relieved.
13. Shall be responsible for becoming familiar with all department By-Laws, Rules, Regulations, Policies, Standard Operating Guidelines, and Practices.
14. **May be a member of the Genesee County Hazardous Materials (HazMat) Team provided the following stipulations have been met:**
 1. **Firefighters shall be an employee in good standing, to join and remain a HazMat Team member. The firefighter shall not use the HazMat Team as an excuse to not perform their duties or not attend the minimum alarms or training sessions.**
 2. **If a new member, that person shall make application, through the Fire Chief, to the current HazMat Team Supervisor, and shall be subjected to the interview process without influence by the SCAFD. Previous members of the HazMat Team, while they were on another fire department, shall declare their intentions in writing to the Fire Chief. Regardless of status, a written advisement from the HazMat Supervisor shall be made to the Fire Chief indicating acceptance or denial to the HazMat Team.**
 4. **Firefighters shall be required to meet all the HazMat Team requirements stipulated.**
 5. **Firefighters shall be paid the hourly rate, normally paid as a SCAFD employee.**
 6. **Firefighters will not be allowed to be paid for both the HazMat Team and as an SCAFD employee for the same incident. The priority shall be declared by the firefighter at the time of incident.**
15. This job description in no way states or implies that these are the only duties to be performed by the firefighter/officer. The firefighter/officer is required to follow all other instructions and to perform any other duties assigned by the Chief.

C. Special Dispensation:

1. There may come a time when an officer or firefighter may choose to remove themselves from direct fire suppression activity. However, they may still feel they can contribute to the SCAFD, but in a lesser capacity. Each individual shall determine to what extent they wish to participate and provide a written dispensation request to the Fire Chief stating the same. The individual and Fire Chief shall discuss the request to determine the feasibility, then proceed with a request at the next available Fireboard meeting for consideration if applicable. However, each requester shall be aware of the following minimum requirements:
 - A. They shall be required to obtain the annual physical, but it will be tailored for the involvement of the individual.
 - B. They will be required to attend all training sessions associated with the involvement the individual has requested dispensation to as determined by the Fire Chief.

September 5, 2013

Swartz Creek Area Fire Dept.
Attn: Chief Brent Cole
8100 - B Civic Drive
Swartz Creek, MI 48473



Chief Cole:

Thank you for your recent interest in purchasing 1 to 3 Roof Operations Safety Platforms. We at Practical Fire Equipment appreciate your business.

It has come to my attention that the purchasing procedure for your department requires three competitive bids on each purchase. Unfortunately, this product is not available for purchase except directly through Practical Fire Equipment, LLC. Practical Fire Equipment, LLC is the sole manufacturer of this product. Although we have a very small distributorship outside our company, the pricing is directed by Practical Fire Equipment, LLC. This product has been designed, produced and distributed by Practical Fire Equipment only. As a result, multiple bids on this product will not be available.

If you have any other questions or concerns please do not hesitate to contact Practical Fire Equipment, LLC.

Thank you once again!


Bill McCarthy

Practical Fire Equipment, LLC

4106 Wilder Rd

Ste 242

Bay City, MI 48706

bill@practicalfireequipment.com

989-225-0825

SWARTZ CREEK AREA FIRE DEPARTMENT8100 B CIVIC DRIVE
SWARTZ CREEK, MI 48473**INVOICE**Invoice Number: 091213SC
Invoice Date: Sep 12, 2013
Page: 1*Duplicate*Voice: 810/635-2300
Fax: 810/635-7461

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

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

Customer ID	Customer PO	Payment Terms	
CITY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		9/30/13

Quantity	Item	Description	Unit Price	Amount
221.88	FIRE02	FIRE SERVICE 08/2013	13.28	2,946.66

Subtotal	2,946.66
Sales Tax	
Total Invoice Amount	2,946.66
Payment/Credit Applied	
TOTAL	2,946.66

Check/Credit Memo No:

SWARTZ CREEK AREA FIRE DEPARTMENT8100 B CIVIC DRIVE
SWARTZ CREEK, MI 48473**INVOICE**Invoice Number: 091213CT
Invoice Date: Sep 12, 2013
Page: 1*Duplicate*Voice: 810/635-2300
Fax: 810/635-7461

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

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

Customer ID	Customer PO	Payment Terms	
CLAY01		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		9/30/13

Quantity	Item	Description	Unit Price	Amount
205.38	FIRE02	FIRE SERVICE 08/2013	13.20	2,711.74

Subtotal	2,711.74
Sales Tax	
Total Invoice Amount	2,711.74
Payment/Credit Applied	
TOTAL	2,711.74

Check/Credit Memo No:

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

					31-Aug-13
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
8/5/2013	16437	BRADY'S BUSINESS SYSTEMS	\$34.54	4801	M/A COPIER
8/5/2013	16438	CLAYTON TWP	\$40.51	4920	SEWER STA 2
8/5/2013	16439	GILL ROYS	\$45.33	4741	EQUIPMENT SUPPLIES
8/5/2013	16440	ICMA	\$70.00	22023	DF COMP EE PORTION
8/5/2013	16441	VALLEY PETROLEUM	\$159.07	4741	FUEL
8/5/2013	16442	VISA	\$78.50	4727	TONER
			\$10.98	4728	BUILDING SUPPLIES
8/12/2013	16443	BLUMERICHS	\$70.00	4976	MINITOR V CHARGERS
			\$6.00	4727	SHIPPING
8/12/2013	16444	COMCAST	\$184.75	4850	PHONE/INTERNET STA 1
8/12/2013	16445	CONSUMERS ENERGY	\$239.40	4920	UTILITIES STA 2
8/12/2013	16446	SCAFA	\$385.00	22024	ASSOC DUES
8/12/2013	16447	FRIEND OF THE COURT	\$35.47	22026	FRIEND OF THE COURT
8/12/2013	16448	ICMA	\$454.40	22023	DF COMP EE PORTION
			\$221.75	4708	DF COMP ER PORTION
8/12/2013	16449	MCLAREN	\$195.00	4709	PHYSICALS/HEP B
8/12/2013	16450	STATE OF MICHIGAN	\$349.76	22022	STATE TAX
8/12/2013	16451	TRI COUNTY DIESE.	\$432.83	4978	BRAKES 41-11
8/12/2013	16452	VISA	\$28.25	4960	TRAINING SUPPLIES
			\$125.28	4727	OFFICE SUPPLIES/POSTAGE
			\$720.00	4976	MISTING FAN
8/19/2013	16453	CITY OF SWARTZ CREEK	\$497.88	4920	UTILITIES STA 1
8/19/2013	16454	ICMA	\$70.00	22023	DF COMP EE PORTION
8/19/2013	16455	VALLEY PETROLEUM	\$99.46	4741	FUEL
8/26/2013	16456	AUSTIN BOWER	\$800.00	4960	REIMB FOR ACADEMY CLASS
			(\$349.76)	22022	07/13 STATE TAX PAYABLE
			\$2,357.50	22021	08/13 SOC SEC
			\$342.47	22022	08/13 STATE TAX PAYABLE
			\$1,062.03	1002	08/07 PAYROLL
			\$4,882.86	1002	08/14 PAYROLL
			\$1,130.93	1002	08/21 PAYROLL
		TOTAL	\$14,780.19		

VOID CHECKS:



THANK YOU



In moments of *Sorrow,*
it's Family & Friends
who bring
Love & Peace.
Thank You Sincerely.

*We appreciate the offer
to have the firetruck
in the procession. Dad
would have been
very pleased.
Thank you*

The Spaniards Family

Early August, West
Rails, Street Side View

JN 112204A – Morrish Road in the City of Swartz Creek



September 20, West
Rail, Creek Side View



The Swartz Creek Area Fire Department



2014 Budget

September 16, 2013

Swartz Creek Area Fireboard
City of Swartz Creek
Charter Township of Clayton

Dear Sirs:

Attached, you will find the 2014 Proposed Budget for the Swartz Creek Area Fire Department (SCAFD). On September 5, 2013, I met with City Manager Bueche and Township Supervisor Gehringer. The results of the meeting directed me to reduce the budget by \$10,000.00. The 2014 gross budget amount is now **\$276,505.00, which is a 5% increase from 2013**. The 2013 budget is \$262,640.00.

It is planned to submit an Assistance to Firefighter Grants (AFG) through the Federal Emergency Management Agency (FEMA) when the opening date is available, some time in September. At that time, a vehicle grant will also be submitted, duplicating the attempts made in previous years.

An apparatus replacement schedule is not being presented at this time. The type of apparatus and justification for the next purchase has come into question. The 2007 Fire Department Evaluation, related to apparatus, is now over 6 years old. The evaluation suggested the SCAFD purchase a commercial designed apparatus, rather than custom. Since no apparatus have been purchased, as suggested by the evaluation, the goal now is to consider purchasing a multipurpose, combination vehicle which will reduce our need for multiple apparatus purchases, and ultimately save money. Once the type of apparatus is decided and purchased, refurbishing current apparatus is a viable option for the future, which is not an option consider in the 2007 Evaluation.

In addition, the individual municipal consideration letters previously submitted are not included. As has been the normal procedure, since I have been Fire Chief, if it breaks, we will contact the municipality that owns the fire station to repair it. If a situation arises that could be presented to the municipalities for consideration, the concept will be presented through the Fireboard.

Recent developments, associated with station 2, includes the donation of land adjacent to the rear parking lot, that allows access to Corunna Rd. It is hopeful, if this land is developed for fire department usage, that the inclusion of enough aggregate be provided to raise the current rear parking lot to minimize the standing water at the west end.

Respectfully Submitted,

Brent Cole
Fire Chief

D:\Cole\Fireboard\Budget\2014\2014 Budget Introduction Letter .doc

SWARTZ CREE AREA FIRE DEPT: 2014 BUDGET

ACCT #		11 BUDGET	11 ACTUAL	12 BUDGET	12 ACTUAL	13 BUDGET	14 BUDGET	DEFINITION
	REVENUES:							
3582	Contributions-Operating	\$212,562.00	\$204,480.46	\$227,180.00	\$215,157.71	\$262,520.00	\$276,385.00	Estimated Operating Contributions
3583	Contributions-Equipment	\$52,312.00	\$51,494.93	\$36,190.00	\$36,190.00	XXXXXXXX	XXXXXXXX	Estimated Equipment Contributions-combined with 3582 for 2013
3628	Misc. Income (Sundry)	\$0.00	\$9,960.50	\$0.00	\$8,132.87	\$0.00	\$0.00	Miscellaneous Income
3630	Grant Income	\$0.00	\$0.00	\$0.00	\$4,477.00	\$0.00	\$0.00	Grant Income
3664	Interest Income	\$120.00	\$386.53	\$120.00	\$262.77	\$120.00	\$120.00	Interest from Deposits
3673	Sale of Fixed Assests	\$0.00	\$162.50	\$0.00	\$712.84	\$0.00	\$0.00	Sale of Miscellaneous Used Items
	TOTAL REVENUES	\$264,994.00	\$266,484.92	\$263,490.00	\$264,933.19	\$262,640.00	\$276,505.00	
	EXPENSES							
4703	Social Security	\$10,800.00	\$14,081.31	\$10,600.00	\$9,396.38	\$10,900.00	\$10,900.00	Social Security - .0145 %, FICA - .062 %
4704	Salaries - Staff	\$42,500.00	\$39,012.38	\$42,500.00	\$39,603.63	\$45,700.00	\$45,700.00	Chief , Acct.
4705	Salaries - Maintenance	\$10,900.00	\$11,700.00	\$10,900.00	\$11,222.80	\$11,100.00	\$11,300.00	Maint., Qtr. Master, Train. Officer, FF Labor, Pump Testing
4706	Salaries - Officers	\$15,000.00	\$14,370.00	\$15,000.00	\$15,000.00	\$15,500.00	\$15,500.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 4 Lieut.
4707	Salaries - Firefighters	\$60,000.00	\$51,918.46	\$69,000.00	\$56,978.42	\$69,000.00	\$69,000.00	Est. Fire Run/Training Payment for Firefighters
4708	Deferred/Direct Response Comp.	\$2,500.00	\$2,669.50	\$3,200.00	\$2,973.50	\$3,200.00	\$3,200.00	Deferred Comp. Employer Paid
4709	Medical - Firefighters	\$4,500.00	\$3,354.84	\$4,500.00	\$3,653.40	\$4,500.00	\$4,500.00	Physicals, Hept. - B Shots
4710	Unemployment Payments	XXXXXXXX	XXXXXXXX	\$5,500.00	\$3,409.39	\$2,000.00	\$3,500.00	Unemployment Payments
4727	Office Supplies	\$1,000.00	\$1,880.25	\$1,000.00	\$1,041.09	\$1,000.00	\$1,250.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	\$700.00	\$536.10	\$700.00	\$717.66	\$700.00	\$850.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	\$8,000.00	\$9,059.58	\$8,000.00	\$7,711.31	\$7,000.00	\$7,000.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	\$5,800.00	\$5,451.66	\$6,900.00	\$9,556.45	\$6,800.00	\$7,400.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4850	Communications	\$3,420.00	\$3,584.86	\$4,100.00	\$2,925.08	\$3,200.00	\$3,800.00	Telephone/Internet Service
4910	Insurance	\$26,000.00	\$18,812.50	\$22,000.00	\$19,702.00	\$23,200.00	\$23,375.00	Fleet, Liability, Workers' Comp.
4920	Utilities	\$17,000.00	\$12,495.03	\$17,000.00	\$11,318.66	\$15,000.00	\$13,000.00	Gas/Electric, Water/Sewer
4960	Education & Training	\$4,562.00	\$3,832.82	\$6,400.00	\$9,516.64	\$6,500.00	\$4,620.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	\$240.00	\$259.90	\$240.00	\$379.92	\$240.00	\$240.00	Office Equipment
4976	Fire Equipment	\$25,600.00	\$15,912.07	\$16,800.00	\$18,633.67	\$16,500.00	\$7,750.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair/Upgrades	\$24,072.00	\$16,007.42	\$17,650.00	\$23,183.73	\$19,100.00	\$41,620.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4979	Fire Equip-Upgrades	\$0.00	\$15,929.00	XXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX	Combined with 4978 for 2012
4984	Computer Hardware/Repair	\$1,800.00	\$2,170.35	\$800.00	\$49.88	\$800.00	\$800.00	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	\$600.00	\$1,216.19	\$700.00	\$405.30	\$700.00	\$1,200.00	Computer Software, Software Upgrades, Train. Matls.
	Sub-total Expenses	264,994.00	244,254.22	263,490.00	247,378.91	262,640.00	276,505.00	
4981	Apparatus					\$388,750.00		Truck Purchases
4982	Loose Equip-New Apparatus					\$100,000.00		Loose Equip for New Apparatus Only
4983	FEMA Grant Municipality Matching	\$3,491.00		\$13,750.00				
	Total Expenses	268,485.00	244,254.22	277,240.00	247,378.91	751,390.00	276,505.00	
	Net Income (Loss)	\$0.00	\$22,230.70	\$0.00	\$17,554.28	\$0.00	\$0.00	
	Fund balance beginning of the year	\$0.00	\$0.00	\$0.00	\$107,174.22	\$0.00	\$0.00	
	Fund balance end of the year	\$0.00	\$22,230.70	\$0.00	\$124,728.50	\$0.00	\$0.00	

2014 BUDGET

2014 BUDGET BREAKDOWN:

Acct# 703 Social Security \$10,900.00 (No Change)

2011 Actual	\$14,081.31		
2012 Actual	\$9,396.38		
2013 Budget	\$10,900.00		
Chief Salary/Acct Wage			\$45,700.00
Officers			\$15,500.00
Main/Train			\$11,300.00
Firefighters			\$69,000.00
TOTAL	\$141,500.00	0.0765	<u>\$10,824.75</u>

Acct# 704 Staff: Chief & Acct/Clerical Specialist Wages \$45,700.00 (No Change)

2011 Actual	\$39,012.38		
2012 Actual	\$39,603.63		
2013 Budget	\$45,700.00		
Chief Salary	\$23.14 x 25hrs x 52 wks		\$30,082.00
Acct. Wage	\$13.00 x 24hrs x 50wks		\$15,600.00
TOTAL			<u>\$45,682.00</u>

Acct# 705 Maint. & Train. Wages \$11,300.00 (+200.00)

2011 Actual	\$11,700.00		
2012 Actual	\$11,222.80		
2013 Budget	\$11,100.00		
Truck Maintenance Salary			\$3,180.00
Quarter Master Salary			\$1,860.00
Training Salary			\$2,520.00
Firefighter Labor:			
Hose Testing	\$10/hr		\$1,040.00
Hall/Apparatus Duties	\$8/hr		\$2,700.00
TOTAL			<u>\$11,300.00</u>

Acct# 706 Officer Salary \$15,500.00 (No Change)

2011 Actual	\$14,370.00		
2012 Actual	\$15,000.00		
2013 Budget	\$15,500.00		
Asst. Chief (1)			\$2,580.00
Batt. Chief (1)			\$2,220.00
Captain (2)			\$3,960.00
Lieutenant (4)			\$6,720.00
Sergeant (3)			\$0.00
TOTAL			<u>\$15,480.00</u>

2014 BUDGET

Acct# 707 Firefighter Wages 2% raise **last raise 2013 \$69,000.00 (No Change)

2011 Actual	\$51,918.46
2012 Actual	\$56,978.42
2013 Budget	\$69,000.00

FIREFIGHTER

Probation I	\$9.86
Probation II	\$10.52
FFI	\$11.16
FFII	\$12.21
Officer I	\$13.20
Officer II	\$13.99
Officer III	\$14.39
Tenure	+ .30 for 3yrs; 5yrs & 5 year increments
Pump Operator	.25/hr

RADIO OPERATOR

Probation	\$9.86
After 1 year	\$10.58

Acct# 708 Deferred Compensation \$3,200.00 (No Change)

2011 Actual	\$2,669.50
2012 Actual	\$2,973.50
2013 Budget	\$3,200.00

Firefighters: flat rate, \$48 per yr X 28 FF	\$1,344.00
Firefighters: \$1.50 per run x 28 FF X44 runs (includes alarms & training)	\$1,848.00
TOTAL	\$3,192.00

Acct# 709 Medical Expense \$4,500.00 (No Change)

2011 Actual	\$3,354.84
2012 Actual	\$3,653.40
2013 Budget	\$4,500.00

Physical 40 FF @ \$137.50	\$4,335.00
Hept B injections 3 shots @ \$55	\$165.00
TOTAL	\$4,500.00

Acct# 710 Unemployment Payments \$3,500.00 (+1500.00)

2011 Actual	\$821.19
2012 Actual	\$3,409.39
2013 Budget	\$2,000.00

Unemployment Payments	\$3,500.00
TOTAL	\$3,500.00

2014 BUDGET

Acct# 727 Office Supplies		\$1,250.00 (+250.00)
2011 Actual	\$1,880.25	
2012 Actual	\$1,041.09	
2013 Budget	\$1,000.00	
Supplies (forms, envelopes, pens, etc...)		\$500.00
Postage (stamps, special mailings)		\$350.00
Shipping		\$365.00
Sam's Club Membership		\$35.00
TOTAL		<u>\$1,250.00</u>

Acct# 728 Building Supplies		\$850.00 (+150.00)
2011 Actual	\$536.10	
2012 Actual	\$717.66	
2013 Budget	\$700.00	
Paper Products		\$200.00
Cleaning Products		\$80.00
Light Bulbs		\$40.00
Keys		\$300.00
Repairs/Updates		\$80.00
Rehab Supplies		\$150.00
TOTAL		<u>\$850.00</u>

Acct# 741 Equipment Supplies		\$7,000.00 (No Change)
2011 Actual	\$9,059.58	
2012 Actual	\$7,711.31	
2013 Budget	\$7,000.00	
Fuel		\$4,350.00
Filters		\$300.00
Oil		\$250.00
Small Tools		\$400.00
Misc. Supplies		\$1,700.00
TOTAL		<u>\$7,000.00</u>

Acct# 801 Contract Services		\$7,400.00 (+600.00)
2011 Actual	\$5,451.66	
2012 Actual	\$9,556.45	
2013 Budget	\$6,800.00	
Emergency Excavating/Towing		\$300.00
Auditing Service		\$3,200.00
Maintenance Agreement-Copier		\$300.00
Legal Service		\$1,000.00
Personnel Photos		\$100.00
Snow Removal		\$1,500.00
Lawn Mowing		\$1,000.00
TOTAL		<u>\$7,400.00</u>

2014 BUDGET

Acct# 850 Communications		\$3,800.00 (+600.00)
<hr/>		
2011 Actual	\$3,584.86	
2012 Actual	\$2,925.08	
2013 Budget	\$3,200.00	
Web Site Domain Name (renew in 2020)		\$0.00
Web Site Domain Hosting		\$70.00
Cell Phone		\$120.00
Phones/Internet Access		\$3,600.00
	TOTAL	<u>\$3,790.00</u>
Acct# 910 Insurance		\$23,375.00 (+175.00)
<hr/>		
2011 Actual	\$18,812.50	
2012 Actual	\$19,702.00	
2013 Budget	\$23,200.00	
Michigan Par Plan		\$12,500.00
Worker's Compensation		\$10,700.00
MML Membership		\$175.00
	TOTAL	<u>\$23,375.00</u>
Acct# 920 Utilities		\$13,000.00 (-2000.00)
<hr/>		
2011 Actual	\$12,495.03	
2012 Actual	\$11,318.66	
2013 Budget	\$15,000.00	
Water/Sewer		\$1,000.00
Gas/Electric		\$12,000.00
	TOTAL	<u>\$13,000.00</u>
Acct# 960 Education & Training		\$4,620.00 (-1880.00)
<hr/>		
2011 Actual	\$3,832.82	
2012 Actual	\$9,516.64	
2013 Budget	\$6,500.00	
FIREFIGHTER TRAINING		
Misc. FF Classes		\$2,000.00
ADVANCED TRAINING		
Officer Classes		\$650.00
CERTIFICATIONS		
CPR		\$60.00
Viking Level II Tech Class (2yr certification due 2015)		\$0.00
MEMBERSHIPS		
Michigan Fire Chiefs		\$85.00
Genesee Co. Fire Chiefs \$60 ea x 2 + \$125 dept		\$245.00
Shiawassee Co. Firefighters		\$75.00
Mi State Fireman's Assoc \$30 ea x 41 + \$75 dept		\$1,305.00
TRAINING SUPPLIES		\$200.00
FIRE PREVENTION		
Misc. Materials/handouts/DVDs to replace worn out VHS tapes		\$0.00
	TOTAL	<u>\$4,620.00</u>

2014 BUDGET

Acct# 970 Office Equipment **\$240.00 (No Change)**

2011 Actual	\$259.90	
2012 Actual	\$379.92	
2013 Budget	\$240.00	
Upgrades/Repairs		\$240.00
TOTAL		<u>\$240.00</u>

Acct# 976 Fire Equipment **\$7,750.00 (-8750.00)**

2011 Actual	\$15,912.07	
2012 Actual	\$18,633.67	
2013 Budget	\$16,500.00	
Securitex Turn Out Gear (2)		\$4,500.00
Personal Protection Items		\$1,000.00
Uniforms		\$1,100.00
Spanner Wrenches		\$800.00
10 yr Anniversary Helmet (1)		\$350.00
TOTAL		<u>\$7,750.00</u>

Acct# 978 Fire Equipment-Maint/Repair/Upgrades **\$41,620.00 (+22520.00)**

2011 Actual	\$16,007.42	
2012 Actual	\$23,183.73	
2013 Budget	\$19,100.00	
Truck Repair		\$5,400.00
Jaws Pump Maint		\$1,600.00
Air Compressor M/A		\$1,000.00
Turn-Out Gear Repair/Cleaning		\$500.00
Ladder Certification		\$450.00
Annual Pump Test/Maint		\$1,600.00
Pager/Radio Repair		\$300.00
SCBA Repair		\$2,100.00
First Aid Kit (restock)		\$200.00
Fire Extinguishers Maint		\$400.00
Misc. Equipment Repair		\$2,000.00
Posi Check Calibration	**potential split 50/50 with GTFD	\$650.00
OHD Facemask Fit Equipment	**potential split 4 ways with GTFD,MTFD, ATFD	\$750.00
Fire Gloves		\$3,000.00
K-12 Cut-off Saw E21		\$1,000.00
Road Closed Signs (2)		\$700.00
Side Tool Box S26		\$470.00
Leather Fire Boots (10)		\$3,000.00
Mobile Data Terminals (2)		\$10,000.00
Hose		\$6,500.00
TOTAL		<u>\$41,620.00</u>

2014 BUDGET

Acct# 984 Computer Hardware/Repairs **\$800.00 (No Change)**

2011 Actual	\$2,170.35	
2012 Actual	\$49.88	
2013 Budget	\$800.00	
Computer/Monitor upgrades		\$500.00
Upgrades/Repairs		<u>\$300.00</u>
TOTAL		<u><u>\$800.00</u></u>

Acct# 988 Computer Software/Upgrades **\$1,200.00 (+500.00)**

2011 Actual	\$1,216.19	
2012 Actual	\$405.30	
2013 Budget	\$700.00	
Fire Tools Upgrade		\$400.00
Peachtree Upgrade (due 2014)		<u>\$800.00</u>
TOTAL		<u><u>\$1,200.00</u></u>

Swartz Creek Area Fire Department

2014 Budget Explanation List:

~September 16, 2013~

976 Fire Equipment:

#	Cost	Description
2	4,500	Sets of Securitex turn out gear for replacement in case of damage or sizing for new hires.
	1,000	New Misc Gear (personal protective items for new recruits)
	1,100	Dress uniform needs. Each firefighter that comes off probation should receive a dress uniform, to properly represent the SCAFD. This will provide adequate coverage for new personnel and worn out uniform pieces that need replacement.
1	350	Anniversary helmets (Those that reach their 10 th Anniversary are presented with a traditional helmet.)
	800	Large diameter spanner wrenches for E11, E12, E21 & T23, which includes 6 wrenches and 3 holders per unit. (With the increase usage of large diameter hose throughout the county, the larger hose can be difficult to hook up and take apart by one person. These wrenches will make the job by one person easier and are identical to what we have currently.)

Total Fire Equipment = \$7,750.00

978 Fire Equip.-Maintenance/Repair/Upgrades

	5,400	Unclassified truck repair.
1	1,600	Jaws Pump Annual Maintenance program (Amkus recommends that the units have the oil changed & tools be inspected/repared annually for optimum usability. Due to liability, it is recommended that a qualified factory company inspect & maintain our rescue tools.)
1	1,000	Breathing Air Compressor Maintenance (an ongoing MiOSHA requirement to insure the air that the SCBA bottles are filled with is not contaminated)
1	500	Turn out gear repair and cleaning (When cost effective, gear that has been damaged beyond local means to repair or clean, can be returned to usable condition. Each garment is analyzed to determine the cost effectiveness of repair, of which this cost would be taken from this fund.)
	450	Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)
	1,600	Annual Engine Pump testing (An annual cost associated with NFPA requirements).
	300	Pager/radio repair (Pagers will malfunction at times.)
	2,100	SCBA repair (Our SCBA require a six year replacement of certain parts. This amount will also cover parts associated with the frame, bottles & face masks.)
	200	First Aid Kit (Restock of used items & replacement of expired.)
	400	Department fire extinguisher maintenance (yearly inspections are required)
	2,000	Misc. Equipment Repairs (hand tools, power equipment & etc)
	650	SCBA Posi-Check Maintenance (Annual re-certification of testing equipment. This was shared with Gaines Township Fire in 2013. However, they always have the option to not participate.)

- 750 Fit Testing Maintenance (Annual re-certification. This is being shared with Atlas Township, Gaines Township and Mundy Township. However, they always have the option to not participate.)
- 3,000 Replace all firefighting gloves. (Beta testing of a few pair of replacement gloves have proven to not become hard after drying, fit better, and are holding up well for the last 2-3 years.)
- 1 1,000 K-12 cut off saw for E21. (This will be a replacement of the very old saw that was taken out of service due to cost of repair verses age. It's now a saw that doesn't get used very often but has a need on the fire ground due to it's versatility with different blades. This will be identical to the saw currently on Engine 11. The price includes new blades.)
- 2 700 Road closed signs for S16 and S26. With the increase focus on road safety, these signs will give a clearer indication to the public. This is the same manufacturer as the signs we currently use so the operation will be the same.
- 1 470 Side tool box for S26. (If an additional sign is purchased for S26, this storage will be needed. This is the same manufacturer as the one we have, so they will match. All the boxes purchased for S26 should be transferable to another pickup unit when purchased in the future.)
- 10 3,000 Replace rubber fire boots with leather as deemed necessary. (Currently all our fire boots are rubber. As some of them become NFPA outdated or need to be replaced due to damage, leather boots would be purchased. Besides those that need replacing, additional boots would be purchased so eventually, all the department boots would be replaced. Canvassing neighboring departments has reveal leather boots last longer and are more comfortable for those incidents of long duration. Fenton City FD has indicating leather is lasting 10 years while previous rubber purchases were only lasting 3-4 year of usage, thereby being a long term cost savings.)
- 2 10,000 Mobile Data Terminals (MDT) for S26 and T23. (This past year we were able to acquire to extra MDT's from 911 and had them installed in Squad 26 and Tanker 23. 911 is proceeding with upgrading the equipment, but will only upgrade 2 MDT's per fire station. This means the cost to upgrade for the extra 2 makes the amount a budgeted item.)
- 6,500 Replacement of hose that is older than 1987 and hose that is failing. (Per a memo from NFPA, hose that was manufacturer before 1987 should be replaced. In addition, many pieces of the remaining 3" supply hose is leaking. It is recommended it be replaced with 2 ½" hose which can be utilized for supply as well has fire attack, thereby making it more versatile for usage. The follow list of hose by apparatus, feet and reasoning is below.

Unit (s)	Hose size	Feet/Descp	Reasoning
17	2 ½"	500	NFPA outdated
17	1"	500	Replaces 1 ½" NFPA outdated
17	1"	Gated wye	Compatible with 1" hose

17	1"	2 nozzles	Compatible with 1" hose
27	2 ½"	100	NFPA outdated
11, 12 & 21	2 ½"	1,500	Would replace the current 3" hose which is failing testing.

Total Maintenance/Repair = \$41,620.00

984 Computer Hardware (Repairs/Upgrades):

Cost Description

500 Computer Upgrades (Amount to cover aging monitors, CPU's and misc. hardware)

300 Repairs and/or replacement of miscellaneous items such as mice, keyboards, hard drives, and etc.

Total Computer Hardware (Repairs/Upgrades) = \$800.00

988 Computer Software (New/Upgrades):

Cost Description

400 FireTools user fee. (FireTools charges the SCAFD this amount yearly. It includes all upgrades associated with the program.)

800 SAGE Business Care (Formerly Peach Tree accounting, needs to be replaced do to upgrade requirements.)

Total Computer Software (New/Upgrades) = \$1,200.00

999 CIFP (Capital Improvement Fund Program) Contributions:

Cost Description

0 No provisions have been made to contribute. The only funding, at this time, is to deposit any fund balance into a separate account for future consideration.

Total CIFP Contribution = \$.00

981 & 982 Apparatus Purchase (Additional funding outside normal operating budget & not listed on Budget Breakdown document)

Until such time a decision is made regarding the type of fire apparatus, a replacement of a fire apparatus is on hold.

Paul Bueche

From: Chief Brent Cole <bdcole@scafd.com>
Sent: Tuesday, September 17, 2013 9:32 AM
To: Bueche, Paul; Gehringer-Chris(ClaytonTwp)
Cc: Borse, Kim (Acct); Cavanaugh, Bill (Aty); 'Clolinger, Rick (City)'; 'Derby-Rick'; 'Hurt-Dave'; Knickerbocker-John; 'Messer-Mike'; 'Messer-Mike(MTA)'; Michelle M.; Tesner-Rich(ClyTrustee); ljwidigan@lentel.com
Attachments: V A 2 ByLaws article iv secretary-Cavanaugh 091213.pdf

Paul & Chris,

Please find attached a SCAFD By Laws change recommendation from the Fireboard.

If each of your municipal leaders agree and approve, please reply back and I will provide a master copy update for your records.

If you have any questions, please contact me.

Brent

ARTICLE IV SECTION C (1)
SECRETARY

OLD VERSION:

The Secretary shall have the custody of all the records, books and papers of the Board, when no other provisions are made by law, and shall deliver the same on demand to his/her successor in office. The Secretary shall transcribe, in the book of record of the Board, the minutes of the proceedings of every board meeting and shall enter in such book, every order or direction, and all rules and regulations made by the Board.

PROPOSED CHANGES:

The Secretary shall be responsible for the records, books, paper and official documents of the Board. The Secretary shall prepare or cause to be prepared at the Secretary's direction the book of records of Board minutes of the proceedings of every Board meeting and shall cause such records to be entered into the Board's official record book. The Secretary shall also cause to be maintained a record of the By-laws, all rules and regulations of the department and all contracts of the department.

The official books and records of the Board shall be maintained at the fire department under the control and direction of the Secretary of the Board. The Secretary shall verify Board action and perform such other tasks as are required by the laws of the State of Michigan.

Snappy

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2

SNOW PLOWING AREAS

1. MORRISH-MILLER ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 20

2. NORTH MORRISH ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ 34

3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-8:00 a.m. to 8:00 p.m.

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

For net sum of \$ 100
Sidewalks \$ Included

4. HOLLAND DRIVE PARKING LOT – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 35

5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

For net sum of \$ 75
Sidewalks \$ Included

6. PARK AND RIDE LOT 124' X 200'

For net sum of \$ 49

GRAND TOTAL OF AREA 1 THROUGH 6. \$ 313

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2

SNOW PLOWING AREAS

1. MORRISH-MILLER ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ \$150.⁰⁰

2. NORTH MORRISH ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ \$180.⁰⁰

3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-8:00 a.m. to 8:00 p.m.

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

For net sum of \$ 210.⁰⁰
Sidewalks \$ 120.⁰⁰

4. HOLLAND DRIVE PARKING LOT – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 60.⁰⁰

5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

For net sum of \$ 180.⁰⁰
Sidewalks \$ 60.⁰⁰

6. PARK AND RIDE LOT 124' X 200'

For net sum of \$ 30.⁰⁰

GRAND TOTAL OF AREA 1 THROUGH 6. \$ 810.⁰⁰

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3

SIDEWALK AREAS

SIDEWALK PLOWING AREA

1. Morrish Road from Fortino Drive to Wade/Ingalls St \$180
2. Miller Road from Fortino Drive to Third Street – Both sides of the road \$180
3. Fortino Drive from Miller to Morrish \$90

Area will be done only at the request of the City of Swartz Creek and will be Part of Parking Lot Bid Award

Mount of Olives Landscaping + Snow Sves
6494 North Genesee Rd, Flint MI 48506
810-347-9441 David Juliet

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2

SNOW PLOWING AREAS

1. MORRISH-MILLER ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 250.00 a Month

2. NORTH MORRISH ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ 250.00 a Month

3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-8:00 a.m. to 8:00 p.m.

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

For net sum of \$ 450.00 a Month
Sidewalks \$ 200.00 a Month

4. HOLLAND DRIVE PARKING LOT – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 250.00 a month

5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

For net sum of \$ 450.00 a month
Sidewalks \$ 200.00 a Month

6. PARK AND RIDE LOT 124' X 200'

For net sum of \$ 250.00 a month

GRAND TOTAL OF AREA 1 THROUGH 6. \$ 2300.00 a month

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3**

SIDEWALK AREAS

SIDEWALK PLOWING AREA

1. Morrish Road from Fortino Drive to Wade/Ingalls St
2. Miller Road from Fortino Drive to Third Street – Both sides of the road
3. Fortino Drive from Miller to Morrish

Area will de done only at the request of the City of Swartz Creek and will be Part of Parking Lot Bid Award

ADVERTISEMENT FOR BIDS

CITY OF SWARTZ CREEK

Sealed bids for parking lot snowplowing for the seasons of November 2013 through April 2016 will be accepted by the City of Swartz Creek until 10:00 a.m., April 15, 2013, at which time bids will be opened, read and tabulated.

Specifications may be picked up at the City Hall, 8083 Civic Drive, Swartz Creek, Michigan, Monday-Friday, 8:30 a.m. to 4:30 p.m. Office is closed from 12 to 1:00

All bidders must be fully insured.

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

*****End of Notice*****

PUBLISH: Thursday, February 28, 2013
PROOF REQUIRED
THE SWARTZ CREEK VIEW

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

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS**

GENERAL INFORMATION:

The snow is to be plowed prior to the lot opening time after an accumulation of snow two (2") inches or more. Parking lots will not be plowed between opening and closing hours.

SALTING – SNOW LOADING:

All parking lot salting and snow loading will be performed by the City.

Successful contractor is required to notify the Director of Public Services when any lot requires snow loading. Said notification is to be made after the plowing rather than immediately before plowing.

SIDEWALKS:

All sidewalks at Public Safety Building, Senior Center and City Offices are to be cleared of snow when plowing lots.

PAYMENT:

Successful contractor is required to submit an itemized invoice per push within two (2) days after plowing to the Director of Public Services.

The invoice will list the area or areas plowed, dollar amount per area, date and time of plowing.

All invoices will be paid by the City monthly.

INSURANCE:

As a requirement of this bid being awarded by the City of Swartz Creek, the successful bidder will deposit a policy of liability insurance covering the activities of the bidder, with coverage in the minimum amount of \$1,000,000.

The successful bidder shall carry Workman's Compensation Insurance on all bidders' employees.

VEHICLE AND EQUIPMENT:

The bidder shall furnish his own vehicles and other necessary equipment for the performance of his duties under this Bid. In the event the contractor's equipment becomes inoperable, it is the contractor's responsibility to engage another contractor to perform the work as bid.

REJECTION/AWARD OF BIDS:

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

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2**

SNOW PLOWING AREAS

1. MORRISH-MILLER ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ _____.

2. NORTH MORRISH ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ _____.

3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-8:00 a.m. to 8:00 p.m.

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

For net sum of \$ _____.
Sidewalks \$ _____.

4. HOLLAND DRIVE PARKING LOT – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ _____.

5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

For net sum of \$ _____.
Sidewalks \$ _____.

6. PARK AND RIDE LOT 124' X 200'

For net sum of \$ _____.

GRAND TOTAL OF AREA 1 THROUGH 6. \$ _____.

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3**

SIDEWALK AREAS

SIDEWALK PLOWING AREA

1. Morrish Road from Fortino Drive to Wade/Ingalls St
2. Miller Road from Fortino Drive to Third Street – Both sides of the road
3. Fortino Drive from Miller to Morrish

Area will be done only at the request of the City of Swartz Creek and will be Part of Parking Lot Bid Award

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2

Snappy Lawn & Landscape
P.O. Box 673
Grand Blanc, MI 48430

SNOW PLOWING AREAS

- 1. MORRISH-MILLER ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 20.00 per push

- 2. NORTH MORRISH ROAD PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ 34.00 per push

- 3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 8:00 a.m. to 8:00 p.m., Monday through Friday, Saturday-8:00 a.m. to 8:00 p.m.

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

For net sum of \$ 100.00 per push
Sidewalks \$ 15.00

- 4. HOLLAND DRIVE PARKING LOT – Open hours are 7:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 35.00 per push

- 5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 8:00 a.m. – Snow is not to be plowed on sidewalks.

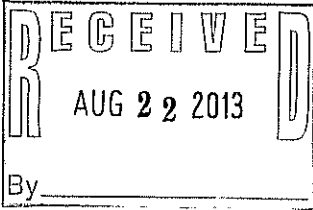
For net sum of \$ 75.00 per push
Sidewalks \$ 15.00

- 6. PARK AND RIDE LOT 124' X 200'

For net sum of \$ 49.00 per push

GRAND TOTAL OF AREA 1 THROUGH 6. \$ 343.00

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM



JEREMY R.M. PIPER, PLC

ATTORNEY-AT-LAW
1426 MOTT FOUNDATION BUILDING
503 SOUTH SAGINAW STREET
FLINT, MI 48502

TELEPHONE: 810.235.2558 www.PIPERLEGALONLINE.COM FAX: 810.235.5035

CITY OF SWARTZ CREEK
ATTN: PAUL BEUCHE
8083 Civic Drive
Swartz Creek, MI 48473

August 9, 2013

Re: Springbrook East Condominium Association

Dear Sir:

I serve as counsel to Springbrook East Condominium Association, a Michigan non-profit corporation. I understand that the Association and the City of Swartz Creek desire to enter into an agreement whereby the common element street and sanitary sewer system and water system of the Association would be dedicated to the public. The primary reason being for the City to take over the ownership and operation of the streets and sanitary sewer and water systems within the Association and the Association will dedicate the same to the public and the City will accept this dedication.

I have been asked to provide you with my opinion regarding the authority of the Association to enter into such an agreement with the City as well as the Association's authority to dedicate the streets and to grant a general easement to the City for access to the utility systems. To provide this opinion I have examined the following document and has the authority to grant a general easement to the City for access to the utility systems.

- a. The Springbrook East Condominium Association's master deed and bylaws including all amendments.
- b. Michigan State law including the Condominium Act MCL559.101.

In my capacity as counsel to the Association I have examined copies of documents that in my judgment are necessary to render the opinions expressed below. As to any factual matters material to this opinion that I did not independently verify I relied upon the Association's representation.

Based on our examination of the forgoing and our examination of questions of laws as we have considered necessary or appropriate we are of the opinion that:

1. The Association is a duly established domestic non- profit corporation incorporated under the laws of the State of Michigan and is currently in good standing with the State of Michigan.
2. The Association has the power through its Board of Directors and its designated officers to manage its affairs and assets and carry on the business as now conducted.
3. The Association has the right, capacity and authority to convey and dedicate real and personal property on behalf of the Association in furtherance of any purpose of the Association.
4. The Association will conduct the appropriate procedures in compliance with its governing documents and applicable law in regards to dedication of the streets to the public. In accordance with the governing documents the Association's Board of Directors approved and signed a Board resolution that authorized the Association's Board of Directors and officers to take any and all actions necessary to consummate this transaction.

Accordingly it is my opinion that the Association has the authority to enter into such an agreement with the City.

The opinions expressed in this letter are solely for the use of the City and are not to be relied upon by any other person, firms, entities without my prior written approval. These opinions expressed in this letter are limited to the matters set forth in this letter and no other opinion should be inferred beyond the matters expressly stated.

Please contact my office to discuss this matter if you have any questions.

Yours Truly,

A handwritten signature in black ink, appearing to read 'JRM', with a long horizontal flourish extending to the right and a small dot above the 'M'.

JEREMY R.M. PIPER
ATTORNEY AT LAW

CC: SPRINGBROOK EAST CONDOMINIUM ASSOCIATION

**RESOLUTION
OF SPRINGBROOK EAST CONDOMINIUM ASSOCIATION,
A Domestic Nonprofit Corporation**

WHEREBY the Board of Directors of Springbrook East Condominium Association, Inc. (the "Association"), having met in accordance with the terms and conditions of the By Laws, specifically but not limited to Article XI section 9 took the following action by unanimous consent:

BE IT RESOLVED, at a meeting held on or about August 16, 2013, the Association has determined that the water distribution systems, the sanitary sewer systems, the storm sewer systems and the streets, all of which are part of the General Common Elements of the Association, should be conveyed to the City of Swartz Creek. The City shall then be responsible for the maintenance of these systems.

BE IT FURTHER RESOLVED, that this conveyance does not materially alter or change the rights of the co-owners and the provisions of the Master Deed are not altered by this conveyance, specifically Article IV, section J.

All of the resolutions in this Meeting shall be deemed to have become effective on the 16 day of AUGUST, 2013.

Signatures follow on the next page.

Signature page of Resolution

SPRINGBROOK EAST CONDOMINIUM ASSOCIATION, INC

Cheryl M^cGoffigan
Cheryl M^cGoffigan
Dated: 8-16-2013

Joyce Kohler
JOYCE KOHLER
Dated: 8-16-2013

Lyle C Schlueter
LYLE C SCHLUETER
Dated: 8-16-2013

John P. Mullen
John P. Mullen
Dated: 8-16-13

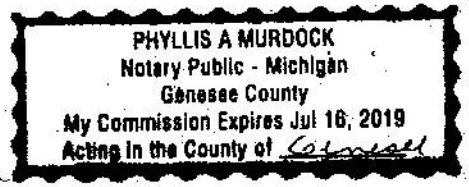
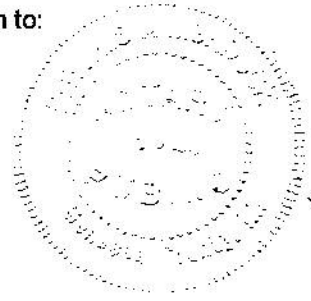
STATE OF MICHIGAN)
) SS:
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this 16 day of August, 2013, by the following individuals: Cheryl McGoffigan
Joyce Kohler, Lyle Schlueter, John Mullen

Notary Public, Genesee, County, MI
My Commission Expires: July 16, 2019

Phyllis A. Murdock
Phyllis A. Murdock

Page 2 of ³2
Drafted By and When Recorded Return to:
Jeremy R.M. Piper, Attorney At Law
503 S. Saginaw St., Ste. 1426
Flint, MI 48502



Signature page of Resolution

SPRINGBROOK EAST CONDOMINIUM ASSOCIATION, INC

Vertie D. Brewer
VERTIE D. BREWER
Dated: 08/16/2013

Dated: _____

Dated: _____

Dated: _____

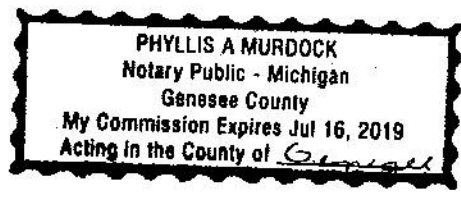
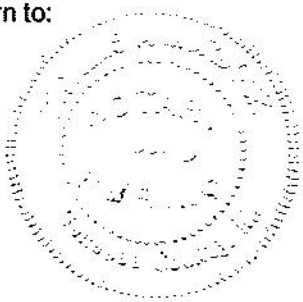
STATE OF MICHIGAN)
) SS:
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this 16 day of August, 2013, by the following individuals: Vertie Brewer

Notary Public, Genesee, County, MI
My Commission Expires: July 16, 2019

Phyllis A. Murdock
Phyllis A. Murdock

33
Page 2 of 2
Drafted By and When Recorded Return to:
Jeremy R.M. Piper, Attorney At Law
503 S. Saginaw St., Ste. 1426
Flint, MI 48502





michigan municipal league

Liability & Property Pool

1675 Green Road
Ann Arbor, MI 48105

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

to	Members of the MML Liability and Property Pool	from	Michael J. Forster, Pool Administrator
cc		date	September 9, 2013
		subject	2013 Pool Director Election

Dear Pool Member:

Enclosed is your ballot for this year's Board of Directors election. Three (3) incumbent Directors have agreed to seek re-election. You also may write in one or more candidates if you wish.

A brief biographical sketch of each candidate is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than November 8. You may also submit your ballot online by going to www.mml.org. Click on *Insurance*, then *Liability and Property Pool*; the official ballot is located in the left navigation bar under *Online Forms*.

The MML Liability & Property Pool is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Pool, and for participating in the election of your governing board.

Sincerely,

Michael J. Forster
Pool Administrator

mforster@mml.org

THE CANDIDATES

Three-year terms beginning January 1, 2014

Chair: Penny Hill, Manager, Village of Kalkaska



Penny has been a municipal government official since 1984, serving at various times as Clerk, Treasurer, and Manager. She has been a manager at three different municipalities since 1999, and currently serves as Kalkaska's Village Manager. Penny is a member of the Michigan Municipal League Board of Directors, serves as Vice Chairperson for MML Region 6, and is an active member of the MML Legislative Governance Committee and Finance Committee. Penny is also a member of the Michigan Local Government Manager's Association. She is a member of the Board of Directors for the Grand Traverse Regional Foundation, the Kalkaska Planning Commission, and the Kalkaska Downtown Development Authority. Penny is chair of the Pool and is seeking re-election to her third term as director.

Vice-Chair: Michelle Van Wert, Councilmember, City of Williamston



Michelle has nine years municipal government experience, having first been elected to council in 2005. Michelle has served as mayor, is a member of the MML Economic Development and Land Use Committee, the Michigan Association of Mayors, the Michigan Association of Planning and a number of local civic organizations. Michelle is seeking re-election to her second term as director.

Jean Stegeman, Mayor, City of Menominee



Jean has more than six years of experience as a municipal official, currently serving as Mayor in the City of Menominee. She was a member of and served as chair of the Menominee planning commission for several years prior to becoming mayor. She is also active in several local civic organizations. Jean is seeking election to her first term as director.

RESOLUTION

A RESOLUTION BY THE (*APPROVING BOARD/COUNCIL NAME*) COUNCIL OF THE (*MUNICIPALITY NAME*) APPROVING THE AMENDMENT TO THE GENESEE COUNTY SOLID WASTE MANAGEMENT PLAN.

WHEREAS, the plan was prepared pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Part 115, Solid Waste Management, and its Administrative Rules by the Solid Waste Management Committee and the staff of the Genesee County Metropolitan Planning Commission; and

WHEREAS, The proposed amendment to the Genesee County Solid Waste Management Plan has been approved by the Solid Waste Management Committee and the Genesee County Board of Commissioners; and

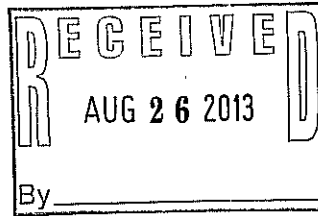
WHEREAS, the members of the Board have had an opportunity to review the Plan amendment and have determined that the proposed Plan amendment is acceptable; and

NOW, THEREFORE, BE IT RESOLVED, by this Board of the (*MUNICIPALITY NAME*), of the County of Genesee, Michigan, that the proposed Amendment to the Genesee County Solid Waste Management Plan is an acceptable Amendment to the current Plan, and is hereby approved.

PASSED AND APPROVED this (*DAY*) day of (*MONTH*), 2013 by the (*APPROVING BOARD/COUNCIL NAME*) Council of the (*MUNICIPALITY NAME*), Michigan.

Signed:

Title:



August 22, 2013

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

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of a change to the channel lineup. Customers are being notified of this change via bill message.

Effective September 30, 2013, ESPN 3D (chls. 334 & 1603) will no longer be programmed and therefore will no longer be available on the Comcast channel lineup.

As always, feel free to contact me directly at 586-883-7075 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald W. Smith".

Gerald W. Smith
Senior Manager, Government Affairs
Comcast, Heartland Region
27800 Franklin Rd.
Southfield, MI 48034



Household Hazardous Waste & Electronic Waste Collection Day!

Saturday, October 26, 2013
10:00 a.m. - 2:00 p.m.

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

Things you should bring...

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



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

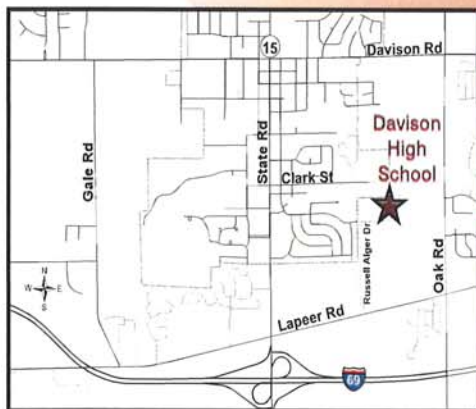
Television Sets
Computer Monitors
Laptops & Notebooks
Printers & Copiers
DVD & VCR Players
Fax Machines
Cell Phones
Video Cameras
Stereo Equipment

Things you should NOT bring...

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



Facility locations...



Davison High School
1250 N. Oak Rd
Davison, MI 48423
10:00 a.m. - 2:00 p.m.
HHW, E-Waste, & Tires



GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION
RECYCLE



Flint East - Water Service Center
3310 East Court St., Flint MI 48506
10:00 a.m. - 2:00 p.m.
HHW, E-Waste, & Tires

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

Paul Bueche

Subject: FW: City of Swartz Creek: information for senior center

This is an enquiry email via <http://www.cityofswartzcreek.org/> from:
melinda soper <msoper@myscasc.org>

the senior center is having a health fair on october 17th at 9:00am. we will also have a table set up for local community and county information. if the city has handouts/flyers that you would like displayed, please drop off at the center before oct 17th.

Thanks, melinda soper

GENESEE HEALTH PLAN

Consolidated Statement of Activities

For year ending September 30, 2012

September 30, 2012

REVENUE	
Program Service Revenue	\$18,112,923
Millage Revenue	3,495,924
Grant and Service Agreement Revenue	549,363
Investment Income	16,492
TOTAL REVENUE	22,174,702
EXPENSES	
Medical Programs	
Plan A	6,825,016
Plan B	14,207,159
TOTAL MEDICAL PROGRAMS EXPENSES	21,032,175
Management and General	1,522,361
TOTAL EXPENSES	22,554,536
CHANGE IN NET ASSETS	(379,834)
Net Assets, Beginning of Year	4,103,331
NET ASSETS, END OF YEAR	\$3,723,497

Consolidated Statement of Financial Position

For year ending September 30, 2012

September 30, 2012

ASSETS	
Cash and Cash Equivalents	\$691,526
Investments	2,318,056
Accounts Receivable	1,763,873
Deposits - Building Lease	2,805
Cash Deposits with Third Party Administrator	282,118
Prepays	42,992
Capital Assets, Net	10,527
TOTAL ASSETS	\$5,111,897
LIABILITIES	
Accounts Payable	\$202,901
Accrued Liabilities	10,499
Risk Sharing Payable (IBNR)	1,175,000
TOTAL LIABILITIES	1,388,400
NET ASSETS	
Unrestricted-Undesignated	3,723,497
TOTAL LIABILITIES AND NET ASSETS	\$5,111,897

NOTES

Revenue: Program revenue is recognized for services rendered and earned, including program service revenue from local area hospitals. Funding sources are public resources, grants and service agreements. The State of Michigan makes Adult Benefit Waiver/Plan A payments directly to GHP for services rendered. Millage revenue is recognized on a quarterly basis as received from the Genesee County Health Department. Investment income is recognized as earned.

Plan A: GHP provides health care coverage for the State of Michigan Adult Benefit Waiver/Plan A program participants for uninsured adults. Eligibility for Plan A is determined by the local Department of Human Services and the program covers basic outpatient health care services including physician, diagnostic, prescription drugs, emergency room and ambulance services.

Plan B: GHP Plan B serves low-income, uninsured Genesee County residents, age 19-64, not eligible for other publicly funded insurance programs such as Medicaid and Medicare, and who have incomes up to 175% of the 2013 federal poverty level. Plan B covers primary care services and medically necessary specialty care, diagnostic services, outpatient surgery and prescription drugs.

Millage Revenue/Note 7: On November 6, 2012, electors of Genesee County approved a Health Care Services Millage. In January 2013, Genesee County, acting by and through the Genesee County Health Department, entered into a contract with GHP to provide a portion of the millage revenue to support Plan B services for the period from January 1, 2013 through September 30, 2019. Additional millage revenues were used to generate matching funds from various sources for the provision of health care to uninsured residents.

The financial information presented has been prepared using Genesee Health Plan audited financial statements for the year ending September 30, 2012.