

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday January 12, 2009 7:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of December 15, 2008 MOTION Pg. 8,14-18
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 8,1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8,2-7
 - 6B. Monthly [Police](#), [Check Ledger](#), [DPW](#) Reports, [Boards & Commissions](#) Pg. 19-46
 - 6C. Planning Commission, DDA Packets Pg. 47-85
 - 6D. Monthly [Fire Report](#), [2009 Fire Budget](#) (Agenda Item) Pg. 86-145
 - 6E. 3-Lane Analysis & Reports Pg. 146-161
 - 6F. Bid Returns, Phase I Sewer Manhole Re-Hab (Agenda Item) Pg. 162-165
 - 6G. Pictometry Agreement, 2005 Contract, Sample Photo (Agenda Item) Pg. 166-199
 - 6H. Labor Contract Renewal, Assistant City Manager (Agenda Item) Pg. 200-230
 - 6I. Republic Waste Letter, Merger Pg. 231
 - 6J. Meijer Letter Pg. 232
 - 6K. Flint Watershed Report Pg. 233-240
 - 6L. Comcast Letter, Package Changes Pg. 241
 - 6M. Economic Stimulus Data Pg. 242-247
 - 6N. Legislative Updates Pg. 248-252
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Bid Award & Appropriation, Phase I Sewer Manhole Re-Hab RESO. Pg. 9,162-165
 - 8B. Move May 25th Council Meeting to May 26th RESO. Pg. 10
 - 8C. 2009 Fire Budget RESO. Pg. 11,132-145
 - 8D. Western Trunk Sewer Extension, Bond Debt Commitment RESO. Pg. 12
 - 8E. 2009 Pictometry Agreement, Genesee County GIS RESO. Pg. 13,166-199
 - 8F. Labor Contract, Assistant City Manager RESO. Pg. 13,200-230
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:** MOTION N/A

City of Swartz Creek
CITY MANAGER'S REPORT

Regular Council Meeting of Monday January 12, 2009 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 9-January-2009

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **BOARDS & COMMISSIONS** *(Status)*
An updated list is included with tonight's packet.
- ✓ **PERSONNEL POLICIES & PROCEDURES** *(Status)*
The staff continues to meet with Mr. Nottley and will be back with a final draft shortly.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** *(Status)*
We should be back before the Council for discussion on this in the near future.
- ✓ **VETERANS MEMORIAL** *(Status)*
Nothing New.
- ✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** *(Status)*
The Raubinger Bridge Project has a tentative start date of July 2009.
- ✓ **OVERHEAD UTILITY REORGANIZATION PROJECT** *(Status)*
As we discussed, the utility companies have lobbied the passing of a number of pieces of legislation that have stripped us of virtually all control of our rights of way. In regards to the aesthetics, we have little power other than to pay for changes. The next step is to get a contractor's quote for the second round of the technical review of the poles. From here, we may have some power by filing complaints on the safety issues. REI is getting a quote together from their survey division and should be back with it shortly. My thinking is to narrow down the inventory to the downtown, Miller & Elms and Bristol Road. This will hold the cost down and we can always go back and pick up additional sections of the City.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** *(See Individual Category)*
 - BRISTOL ROAD T.I.P. PROJECT, VERIZON INVOICE** *(Status)*
As of yet, no check from Verizon.
 - THREE LANE CONVERSION, STRIPING** *(Status)*
Included with tonight's packet is a study of traffic crashes along the three lane section of Miller Road, beginning January 1, 1992 through August, 2008. Nathan Beauchamp assembled the study. The study divides the data into two sets, being "pre three lane" and "post three lane". Interesting results, if you get the time to read this study and the comparative, being the FED-DOT review. The data analysis is almost identical. The bottom line is that the number of accidents did not decrease, but the severity did. Although it cannot be quantified, the traffic calming effect is evident. Additionally, those vehicles that look to travel through at warp speed are

pushed to use an alternate route. I will have a 202 Fund reconciliation and projection within a meeting or two,

❑ **ELMS ROAD RE-SURFACING PROJECT** (*Status*)

For the most part, complete. We have a couple of small items to address in the spring, when weather permits.

❑ **MORRISH ROAD RE-CONSTRUCTION PROJECT / MEIJER'S** (*Information*)

Included with tonight's packet is a letter from Meijer's Real Estate Division that informs us of a push back for construction. As you may recall, when we approved this project in August 2006, it was a 2010-2012 scheduled opening. Meijer's moved the project up on their construction schedule to 2009-2010, and have now set it back. I suspect the decision is related to the economy. In accordance with the Development Agreement, they are on target with their contribution for the Road Construction, which is in design now and set to begin this spring.

❑ **GM-SPO ISLAND CUTS** (*Status*)

This project remains in the 2009 TIP. We are still evaluation the cost vs. benefit ratio.

❑ **MILLER ROAD REPAIRS** (*Status*)

As the Council is aware, President Elect Obama has indicated the desire to provide significant infrastructure improvement funds, as not only needed, but a mechanism to stimulate the economy. The County MPO, in anticipation of this, has begun taking requests for projects that may qualify. The repair and/or reconstruction of Miller Road between Dye & Elms are probably our single most important consideration. The estimated repair of this section is in the neighborhood of \$3.5 million. We will continue to watch developments and keep the Council informed.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

❑ **2008 REPAIR ROSTER** (*Status*)

Bid results for Chesterfield from Seymour to Winston, Jennie Lane, Worchester from Winston to Daval and Daval from Oakview to Winshall are \$398,154. We have placed all local streets re-surfacing on hold for a bit while we explore funding options.

✓ **TRANSPORTATION ASSET MANAGEMENT EVALUATION** (*Status*)

Pending report.

✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** (*Resolution*)

Phase II was approved on October 13th and will begin shortly. I will keep the Council posted on progress. As we discussed, I would like to begin a manhole rehabilitation program in conjunction with the re-lining. A number of these structures have deteriorated and they lie within ditches and other low areas that allow large amounts of surface water inflow during wet weather. Mr. Fluery and Mr. Svrcek have identified a good cost vs. benefit beginning for this portion of the project. The area they have identified is in the Winchester Woods section of Winchester Village. The sanitary sewer manholes in this area lie within the road right of way drainage ditches. The age of these structures has caused deterioration to the point that huge amounts of water inflow into the system when it rains. There are 22 structures located along Valleyview, Birchcrest and in the backyards of houses between Seymour and Birchcrest (see map) that have been targeted to begin this portion of the project. We have taken the liberty to bid the project with three returns, ranging from a high of \$33,265 to the low of \$16,729. Young's Environmental of Flint was the low bidder. The process is the relining of the chimney and the adjustment of the cap, preventing leakage. Included with tonight's agenda is a bid award and appropriation for the work.

- ✓ **FIRE DEPARTMENT EVALUATION, CONTRACT RENEWAL, BUDGET** (*Resolution*)
I have a meeting with Mr. Beatty set for later this week to begin discussions on the Fire Contract. Regarding the Fire Budget, we passed a resolution on October 13th that sent the budget back to the Fire Board with two stipulations, one that it does not exceed last year's amount of \$298,000 and the second, that staffing levels do not exceed that as of October 10th. The Fire Board complied, however we never formally adopted the budget. In order to keep the paperwork in order, I have included a resolution to this effect with tonight's agenda.
- ✓ **WWS INTERGOVERNMENTAL JURISDICTION SEWER ORDINANCE** (*Status*)
Pending. We are still working on this with Mr. Delzer on a final draft. I met with the WWS Assistant Director Mr. O'Brien and advised him that the direction the City would most likely take is the passing of an ordinance that is substantially close to the proposed County Ordinance and a resolution that appoints the County as the City's enforcement and inspection agency. I expressed that the City has no desire in entering into a "forever" agreement that blanket transmits all authority to the County for IPP issues and anything else related to sewer regulation, rates, fees, fines, etc. For the time being, they seem acceptable to this. I will be back shortly with a draft... all 125 pages of it.
- ✓ **NON-MOTORIZED TRAIL SYSTEM, PHASE I** (*Status*)
Pending.
- ✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** (*Status*)
Estimated costs are as follows:

BUILDING CONCEPT "A", 6,605 S.F. ADDITION

City:	\$443,555
Sr. Center:	\$300,000
County:	\$200,000
Total:	\$943,555

BASEMENT 2,700 S.F.

Est. Cost:	\$183,300 (With Elevator)
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AMORTIZATION SCHEDULE

Loan Amount	Terms	Monthly Payment	Yearly Payment	Total Re-Payment	Sq Ft Lease/Yr
\$300,000	2%, 8 Years (2017)	\$3,384.26	\$40,611.12	\$324,889.13	\$4.061
\$400,000	2%, 8 Years (2017)	\$4,512.35	\$54,148.20	\$433,185.50	\$5.414
\$500,000	2%, 8 Years (2017)	\$5,640.44	\$67,685.28	\$541,481.88	\$6.768

As we discussed, the Senior addition portion would be a loan from the Water Fund that would be paid back via a lease agreement with the Senior Center that provides for a per square foot rent. Using a post construction estimated gross lease area of 10,000 square feet, the annual per square foot rental amounts are indicated in the table above. The amounts are well within any reasonable market rate for finished leasable space. The loan would be retired in ±8 years. The basement, if we decide to proceed with it and if it's sole use is for the storage of City records, could be funded by a cash contribution from each of the revenue funds, proportionate to its use by the respective fund. The order of events to continue is as follows:

1. Draft a construction agreement with the SCASC.
2. Draft a lease agreement with the SCASC.

3. Draft a loan agreement and promissory note between the water fund and the general fund.
4. Prepare revised SCASC budget, submit to County MPO, obtain approval for use of county Senior Levy Funds, Apply for \$200,000 grant.
5. Re-Assign the AIA contract that exists between the SCASC and Architect Doug Stephens, to the City.
6. Prepare site plan and construction drawings.
7. Clear Administrative Review, Planning Commission and City Council Approvals.
8. Let project to bid (either hard spec bid or general contractor bid).
9. Award project (Council approval).
10. Build
11. Move in and enjoy.

As you can see, we will never make a spring construction schedule. County approvals alone may delay this project for 90-120 days and may very well cause its demise. We will keep at it on a fast track pace.

✓ **SPRINGBROOK, HERITAGE STREET-LIGHTING** (*Status*)

I am working on a recommendation and a policy in handling our condominium associations in an effort to treat them all the same. I will be back at a near future meeting for discussion and the adoption of a policy.

✓ **LABOR CONTRACTS & RETIREE HEALTHCARE** (*Resolution*)

I have a renewal contract for Mr. Zettel included with tonight's agenda. The only change is wages, from \$50,000 annual salary to \$52,000 (4% increase) per year. This is a decent jump, however, as we have discussed, he is still on the rise up as a new employee. This jump should pretty much place him at a top out, at least as our scale goes (which is lower than most scales for comparative sized cities). I have attached a job description and a resume for Council review. As an additional note, funds for this increase will not come from the General Fund, but primarily from the DDA.

Mr. Kehoe still needs a basic employment agreement and the Supervisor's contract has a wage re-opener. I will be back, probably at the next meeting with these.

On my contract, it probably needs visiting for update purposes. I would like to take a pass on any rate increases for another year or two and until we are on better financial ground. I am not sure how the Council desires to handle an evaluation. As you recall, a couple of years ago I created a list of accomplishments and shortfalls as I saw them. I could bring the list up to date and then bring it back to the Council for discussion and review. Unless the Council has strong input one way or the other, I will do this and set it for a discussion item, hopefully soon. We can then go from here.

On another note, the POLC, AFSCME and the Supervisor Contracts will expire on June 30th. In review, I anticipate a 1% - 3% decrease in the levy collection this year. On our other revenues, I can only predict that they will also decline, maybe significantly. The first line of defense here in preserving the level of services that we can provide will most likely be a freeze on all contract wage increases for all employees, on a year-to-year basis.

- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
 We have some new developments on this. We met with Mr. Klein, whom is acting as a real estate broker for the sale of the property. He has two potential purchasers, one doubtful and the other somewhat better. He also has looming foreclosure with the bank. He has negotiated a sale price that is lower than the loan amount and is under time constraints to get site plan approval, which the sale is contingent. Additionally, he is asking for the amount owed the City to be adjusted off, fearing that it may block the site plan approval, that will block the sale, that will lead to foreclosure, that will lead to a long term continued abandonment of the building...hmm. Mr. Klein attributes the problems to the site contamination and Marathon Oil's mishandling of the cleanup to MI-DEQ satisfaction. Some of the contamination issues I know to be true based on our dealings with the environmental engineer monitoring firm (Inland Seas). I think the much bigger problem was the current owner purchased the property for a cost that greatly exceeded the market value, as it pertains to the highest and best use. Like so many other speculator's, they duped a bank into writing a shaky note, and here we all are. The environmental issues only aggravate the problem. At any rate, they need to make the February Planning Commission Meeting in order to keep the bank off their back. In order to do this, they have to have an accurate site plan in before January 15th. Mr. Klein was instructed that the adjustment of the debt owed the City would be a Council decision.
- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** (*Status*)
 Pending.
- ✓ **FEES, RATES & SERVICE CHARGES** (*Status*)
 As you are aware, we have water rate increases now in effect and a sewer rate increase on the way. We can float for a bit using Fund Balance, but we will have to do something by next summer. As we have discussed in the past, the entire water rate system is in need of re-structuring. In short, it needs to go to a ready to serve charge with a per use charge. We will be back with some recommendations for new ordinances sometime towards the end of the year or very early next year.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
 Mrs. Green passed away in mid December. For the time being, this project is on hold as Mr. Green sorts through these personal matters.
- ✓ **WWS, STORM WATER MANAGEMENT AGREEMENT** (*Status*)
 We are still looking at this.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **MEMORIAL DAY, CHANGE COUNCIL MEETING** (*Resolution*)
 When we set the Council Meeting schedules back on June 9th, I somehow made a mistake and set the May 25th meeting on Memorial Day. We probably need to move it to Tuesday May 26th, unless the Council desires to leave it. I have a resolution to this effect included with tonight's agenda.
- ✓ **WESTERN TRUNK DEBT COMMITMENT** (*Resolution*)
 Included with tonight's agenda is a resolution committing to our annual bond payment to the County for the Western Trunk Sewer Extension.

✓ **2009 PICTOMETRY AGREEMENT, GENESEE COUNTY GIS** (*Resolution*)

The County's GIS Department will be updating the aerial photography images for the Pictometry Orthoimagery program, as soon as the weather breaks. As you may recall, we joined this countywide program in 2005. The program has had many uses and is the source of the entire overhead photo's that you see in various council packets. We use it in assessing, road projects, site plan review, building (not much of this these days), code enforcement, and the list goes on. The County has a vendor from Indianapolis that provides the software and orchestrates the high-resolution aerial photography. The software has a handful of overlays including waterways, parcels, flood plains, boundaries, etc, that can be integrated with the photo's (I've included some examples). The cost is about \$150 a year when new photos are not taken. This will be a photo year and the prorated cost apportionment for us this year is \$1,630 (\$1,650.28 in 2005). I have a resolution to continue participation in the program.

Council Questions, Inquiries, Requests and Comments

- *C.S.O. Plaques, Lobby.* I am looking at options.
- *Mast Arm Traffic Lights, Street Sign Anchors (Silver vs. Black).* I have passed this along to our engineer who is checking into the replacement.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday January 12, 2009 7:00 P.M.

Resolution No. 090112-4A MINUTES, DECEMBER 15, 2008

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held December 15, 2008, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090112-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of January 12, 2009 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090112-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of January 12, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

BID AWARD & APPROPRIATION, PHASE I SEWER RE-HABILITATION PROJECT MANHOLE REPAIR

Motion by Councilmember: _____

WHEREAS, the City is charged with preserving the health, safety, and welfare of its residents and consummate to this, provides public utilities inclusive of a sanitary sewer system; and

WHEREAS, the city’s sanitary sewer system is 50+ years of age and although still quite functional, is in need of maintenance and repair in order to extend and renew its longevity; and

WHEREAS, the City and its engineers, under increasing demand from the Federal Environmental Protection Agency, the Michigan Department of Environmental Quality and the Genesee County Division of Water & Waste Services, have developed a plan to abate infiltration and inflow by relining the sanitary sewers thus extending the life indefinitely; and

WHEREAS, in conjunction with the relining of the sanitary sewer lines, the rehabilitation of the man-holes is also warranted as the age and subsequent deterioration is the source of large quantities of inflow surface water; and

WHEREAS, the City’s Engineer developed specifications for the repair of the structures and let the project to bid with three returns ranging from a high of \$33,265 to the low of \$16,729, with Young’s Environmental of Flint Michigan being the low bidder; and

WHEREAS, the Staff and City Engineer has identified a section of sanitary sewer, containing 22 man-holes, within the Winchester Woods Subdivision that have a high cost – benefit ratio for repair, as the location is in drainage ditches within the road right of way.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase I of the City’s Sanitary Sewer Man-Hole Rehabilitation Program and appropriate an amount not to exceed \$16,729, plus 15% contingency, from the Sewer Fund 590, to the low bid of Young’s Environmental of Flint Michigan, for the rehabilitation of 22 sanitary sewer man-hole structures located along Valleyview, Birchcrest and in the backyards of houses between Seymour and Birchcrest, in accordance with the bid specifications attached hereto, and further direct the Mayor and City Clerk to execute all necessary documents and contracts.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

RE-LOCATE MAY 25TH COUNCIL MEETING, MEMORIAL HOLIDAY

Motion by Councilmember: _____

Whereas, the City Council, in accordance with State Statute and City Charter, set the 2008-2009 City Council Meeting Schedule on June 9, 2008, as follows:

Set 2008-2009 Council Meeting Schedule

Resolution No. 080609-07

(Carried)

*Motion by Councilmember Hurt
Second by Councilmember Shumaker*

WHEREAS, Act 261 of the Public Acts of the State of Michigan of 1968, as amended, requires a public notice of the schedule of regular meetings of the Swartz Creek City Council be given once each calendar year or fiscal year and that said notice shall show the regular dates and times for the meeting and the place at which meetings are held; and

WHEREAS, said Act directs that said notice be posted prominently at the principle office of the City of Swartz Creek; or at the public building at which said meetings are held; or published in the newspaper of general circulation in Swartz Creek;

NOW, THEREFORE, pursuant to said Act, public notice is hereby given that regular meetings for fiscal year 2008-2009 shall be held twice each month, and further, that all meetings shall be held in the Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, said meeting shall commence at 7:00 P.M., on the following 2008-2009 dates:

July 2008:	Monday – 14 th Monday – 28 th
August 2008:	Monday – 11 th Monday – 25 th
September 2008:	Monday – 8 th Monday – 22 nd
October 2008:	Monday – 13 th (Columbus Day) Monday – 27 th
November 2008:	Monday – 10 th Monday – 24 th
December 2008:	Monday – 8 th Monday – 15 th (One Week Earlier)
January 2009:	Monday – 12 th Monday – 26 th
February 2009:	Monday – 9 th Monday – 23 ^d
March 2009:	Monday – 9 th Monday – 23 ^d
April 2009:	Monday – 13 th Monday – 27 th

May 2009: Monday – 11th
Monday – 25th
June 2009: Monday – 8th
Monday – 22nd

FURTHER, the Clerk is hereby directed to post a copy of this resolution in a prominent place, in the City Office of the City of Swartz Creek; and

FURTHER, the City Clerk is hereby directed, to supply on request, a copy of this resolution to any newspaper of general circulation in the political subdivision in which the meeting will be held and to any radio or television station that regularly broadcasts into the City of Swartz Creek.

Discussion Took Place.

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

WHEREAS, the meeting of Monday May 25, 2009 falls on Memorial Day and it would best serve a public interest to move the meeting to a business day.

NOW, THEREFORE, I Move the City Council re-locate the Regular City Council Meeting of Monday May 25, 2009, to Tuesday May 26, 2009, and further, direct the City Clerk to circulate notice in accordance with law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090112-8C 2009 FIRE BUDGET

Motion by Councilmember: _____

WHEREAS, on October 13, 2008, the City Council and the Clayton Township Board sent a directive back to the Fire Board, as follows:

2009 Fire Budget, Appropriation

Resolution No. 081013-06

(Carried)

*Motion by Mayor Pro-Tem Christie
Second by Councilmember Hurt*

WHEREAS, the City of Swartz Creek and the Township of Clayton provide fire services to its citizens through an agreement wherein the operating costs are equally shared and labor costs are proportionately assigned; and

WHEREAS, in an effort to improve efficiency and provide cost effective services to both entities, an evaluation was conducted that addresses capital investments and replacements, wages, equipment, staffing, response, supervision and a number of other related topics; and

WHEREAS, the Township of Clayton and the City of Swartz Creek have adopted the findings of Mr. Mark Nottley, of Rehmann Robson CPA, and have charged the Swartz Creek Area Fire Board with the implementation of the findings; and

WHEREAS, in addition to the evaluation, the Fire Agreement between the City and the Township needs to be negotiated and the concerns detailed within the evaluation need to be addressed; and

WHEREAS, the November General Election may produce changes within the governmental entities that make it feasible to wait until both entities have elected boards seated before proceeding.

NOW, THEREFORE, I Move that the City of Swartz Creek return the proposed 2009 Fire Department Budget back to the Swartz Creek Area Fire Board for additional review with the following stipulations:

1. That the 2009 Budget does not exceed the 2008 total budgeted amount of \$298,000.
2. That staffing levels on October 10, 2008 for all payroll personnel be declared and documented within the minutes of the Fire Board, and further, that a freeze be placed on all further hiring beyond the level as of October 10, 2008.

Discussion Took Place.

YES: Shumaker, Abrams, Christie, Hicks, Hurt, Porath.

NO: None. Motion Declared Carried.

WHEREAS, the Fire Board complied and returned a budget of \$298,000 with staffing level that does not exceed that of the staffing on October 10, 2008.

NOW THEREFORE, I Move the City of Swartz Creek adopt the 2009 Fire Budget, a copy of which is attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090112-8D

WESTERN TRUNK SEWER EXTENSION, ANNUAL BOND DEBT COMMITMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has a commitment to pay to the County of Genesee the sum of \$56,215.81 to meet the bond and principal requirements on all bond obligations for water and sewer facilities during the calendar year of 2009; and

WHEREAS, there are several means by which the funds can be secured to meet this payment; and

WHEREAS, all various means of securing the funds have been reviewed and considered.

NOW THEREFORE, BE IT RESOLVED by the City of Swartz Creek, that the monies to meet the principal and interest requirements on all bond obligations for water and sewer facilities will be secured from the following funds:

Funds Already Available	\$ <u>56,215.81</u>
Tap-In Fees to be Collected	\$ _____
Funds from Monthly Rates for Service	\$ _____
General Fund	\$ _____
Ad-Valorem Levy	\$ _____
Other	\$ _____
Grand Total	\$ 56,215.81

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090112-8E 2009 PICTOMETRY AGREEMENT, GENESEE COUNTY G.I.S.

Motion by Councilmember: _____

I Move the City of Swartz Creek renew the agreement with the County of Genesee to participate in the G.I.S. Pictometry – Orthoimagery Project, as defined in the attached intergovernmental agreement, inclusive of vendor contracts, and direct the Mayor and City Clerk to execute the agreement on behalf of the City, and further, direct the City Manager to appoint a project representative and technical representative in accordance with the terms of the agreement. The City of Swartz Creek appropriates an amount not to exceed \$1,630, plus 10% contingency, payable to the Genesee County Controller’s Office, payment for the City’s participation in the project.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 090112-8F LABOR AGREEMENT, ASSISTANT CITY MANAGER

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the labor agreement between the City and the Assistant City Manager Adam Zettel, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday December 15, 2008 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 12/15/2008

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, Director of Public Services Tom Svrcek, Finance Director/Deputy Clerk Mary Jo Clark, Assistant City Manager Adam Zettel.

Others Present: Bob Plumb, Jim Florence, Ron Schultz, Richard Mattson, Don Adams.

APPROVAL OF MINUTES

Resolution No. 081215-01

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby approve the Minutes for the Regular Council Meeting, held December 8, 2008, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 081215-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Shumaker

I Move the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of December 15, 2008 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 081215-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hicks

I Move the Swartz Creek City Council approve the City Manager's Report of December 15, 2008, to be circulated and placed on file.

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

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

MEETING OPENED TO THE PUBLIC:

Jacob Adams, 8215 Miller and 7192 Parkridge, questioned when the City was going to spend some money on the kids in the community. City Manager Bueche responded that the City currently provides Movies in the Park, Bike Rodeo, and Camp 911, as well as what is generally provided for kids such as parks & recreation areas. Mayor Pro-Tem Porath asked Jacob if he had any suggestions for what the City might provide for kids. Jacob suggested a Community Center.

Joshua Adams, 8215 Miller and 7192 Parkridge, stated that after reading the Council Minutes with his dad, he suggested that someone tell Mr. Florence that Hometown Days is for everyone, not just for kids.

Don Adams, 7192 Parkridge, stated that he read the article in the newspaper that referenced the Senior Center addition. He stated that he and his son thought that was a large amount of money to distribute to the Senior Center. Mr. Adams stated that he has a concern about the money distribution. He stated that he believes that the City takes good care of its seniors. He stated that he believes that it is irresponsible to dedicate that amount of money to a segregated part of this community. He stated that the Council has a fiduciary responsibility to the whole community and not to just people 55 years or older. Mr. Adams spoke about recent newspaper articles about the City. He stated that allocating a half a million dollars to one specific population in the community is not very responsible. Mr. Adams asked if Gaines, Clayton, Flint and Mundy Townships were contacted to contribute to the Senior Center, as their residents make up the majority of the membership to the Swartz Creek Senior Center. Mr. Adams stated that the City Council has a responsibility to the entire community, not just to the Seniors.

COUNCIL BUSINESS:

2007-2008 FY Audit Results, Plante-Moran

Resolution No. 081215-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the 2007-2008 Fiscal Audit Report prepared by Plante-Moran, a copy of which is attached hereto, and further, direct such to be published, distributed, circulated and placed on file in a manner prescribed by law.

Presentation by Plant-Moran Took Place.
Discussion Took Place.

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

Elms Park Reservation, Fee Waiver Request, Art Fair

Resolution No. 081215-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

WHEREAS, the Swartz Creek chapter of Kiwanis International, a local not-for-profit organization, intends to begin an annual Art Festival in Swartz Creek for the purpose of raising funds to support children’s activities, and

WHEREAS, the desired location for this outdoor event is Elms Park; and

WHEREAS, the event would consist of a set-up day on Friday, August 28th and a Saturday, August 29th show including approximately forty artists, ten food vendors, a “kids’ zone”, overnight RV parking, Saturday vendor and patron parking, private security, and live music; and

WHEREAS, the City may allow exclusive use (Ord. 11-50), as well as overnight ‘sleeping’ of a city park (City Ordinances 11-49) with the written permission of the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council approve the exclusive use of Elms Park for the Kiwanis 2009 Art Festival on August 28-29, 2009, conditional upon Kiwanis providing insurance for the event naming the City as an additional insured party.

BE IT FURTHER RESOLVED that the park fees for the use of park pavilions shall be waived.

Discussion Ensued.

YES: Shumaker, Abrams, Binder, Hicks, Hurt, Krueger.
NO: Porath. Motion Declared Carried.

Appropriation, Design & Traffic Engineering, Morrish Road South Project

Resolution No. 081215-06

(Carried)

Motion by Councilmember Hurt
Second by Councilmember Krueger

I Move the City of Swartz Creek appropriate an amount not to exceed \$11,162 to the City's Engineer, Rowe Incorporated, to prepare design plans and bid documents for the repair, refurbish, micro asphalt overlay and restriping to three lane configuration of Morrish Road from I-69 to the South City Limits, in accordance with the proposal attached hereto.

Discussion Ensued.

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

Appropriation, MML Annual Dues

Resolution No. 081215-07

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the continued participation in the Michigan Municipal League, and further, appropriate an amount not to exceed \$3,140 for payment thereof, funds to be allocated at the discretion of the Finance Director.

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

LCC Liquor License Transfer, Hank & Don's Tavern

Resolution No. 081215-08

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the request from Hank and Don's Tavern Inc., to transfer stock in 2008 Class "C" Licensed Business with Dance Entertainment Permit, located at 8006 Miller Road, Swartz Creek Michigan, 48473, Genesee County, thru

transfer of 11,000 shares from Henry C. Nemecek, deceased, to new stock holder Darlene Nemecek.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC

Jim Florence, 4296 Springbrook, wanted to clarify some issues. Mr. Florence stated that the Senior Center is seeking funds through the County as well as the City. Mr. Florence stated that the money is not a gift but a long term loan. Mr. Florence stated that he does not recall anyone coming to the Council asking for things for the youth in the City, with the exception of a skateboard park. Mr. Florence stated that he has been advised that he can make the same presentation to the other Townships in the area.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker reported on the Small Cities meeting. He stated that he was impressed with the meeting. He spoke about the C.A.R.D. program that was discussed. Mr. Shumaker wished to thank the staff for all of the support that is given to the City Manager and City Council.

Councilmember Krueger responded to Mr. Adams statements. Mr. Krueger stated that the Council is trying to do what they can for all of the City residents. Mr. Krueger stated that the Senior Center will be owned by the City and is an investment in the City's assets and property. Mr. Krueger stated that he has started meeting with people in the State legislature and is trying to procure from them promises that they will not cut the revenue sharing any more. He stated that he is pursuing the issue in another avenue that he has available to him.

Mayor Pro-Tem Porath stated that he believes that Mr. Adams had some good points in his statement. Mr. Porath stated that what he is against is that the plan for the Art Fair came in with very little forethought and that is why he voted against it. Mr. Porath spoke about his comments in the past meeting about the youth being better handled through the educational systems. He stated that most of the programs through the City are funded by the City but are not run by the City. Therefore, the educational system has the expertise on how to deal with the children. As a City, we are not prepared to handle that, the schools are.

Mayor Abrams thanked Mr. Shumaker for covering for him at the Small Cities Meeting. The next meeting will be the first Wednesday in January 2009. Mr. Abrams stated that the Michigan Municipal League will be having their Capitol Conference on March 3rd and 4th. Mr. Abrams suggested that the new Council members attend the pre-conference workshops, which is essential skills for elected officials.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 8:45p.m.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
DECEMBER 2008

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#06-112	199	1	0	0
#05-168	16	0	0	0
#05-649	80	0	0	0
#05-346	48	7	91	0
#07-375	404	2	4	0
#05-275	56	2	0	1
TOTAL	803	12	95	1

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 12/01/2008 to 12/31/2008

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	228.500	2.500	2,760.000	74.000
101 301 702.002	CLERICAL	137.000	0.000	1,894.750	0.000
PROTECTION					
101 301 702.003	UNIFORMED	598.500	69.000	6,897.500	406.250
101 301 702.004	NON-UNIFORMED	18.000	0.000	79.750	20.500
101 301 702.005	TRAFFIC ENFORCEMENT	252.500	24.500	3,656.500	149.250
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	155.000	12.000	2,111.500	126.750
101 301 702.007	COURT	1.500	2.000	107.000	64.000
TRAINING					
101 301 702.008	TRAINING	0.000	0.000	37.000	26.000
LEAVE TIME					
101 301 702.010	VACATION	249.500	0.000	1,025.500	0.000
101 301 702.011	HOLIDAY	200.000	0.000	876.000	0.000
101 301 702.012	PERSONAL LEAVE	129.500	0.000	498.000	0.000
101 301 702.013	FUNERAL LEAVE	0.000	0.000	28.500	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	11.500	0.500	171.750	0.500
101 302 702.002	CLERICAL	11.000	0.000	131.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	12.250	0.000	135.500	26.250
TRACK COMPLAINTS					
101 302 702.006	INVESTIGATIONS	4.000	0.000	8.250	0.000
SCHOOL ADM					
101 303 702.001	SUPERVISOR	0.000	0.000	1.000	0.000
SCHOOL PROTECTION					

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
101 303 702.003	UNIFORMED	67.500	5.750	710.250	70.750
101 303 702.004	NON-UNIFORMED	5.000	0.000	11.000	0.000
101 303 702.005	TRAFFIC ENFORCEMENT	0.000	0.000	10.500	0.000
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	51.500	1.000	567.750	20.750
101 303 702.007	COURT	0.000	0.000	6.000	1.500
PROTECTION					
101 304 702.003	UNIFORMED	1.750	0.000	75.500	13.750
TRAINING					
101 304 702.008	TRAINING	8.000	0.000	121.000	57.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	96.000	0.000	1,864.000	71.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	14.000	0.000	325.000
265 333 702.007	COURT	0.000	4.000	0.000	39.500
NON-PRODUCTIVE					
265 333 702.010	VACATION	72.000	0.000	160.000	0.000
265 333 702.011	HOLIDAY	24.000	0.000	104.000	0.000
265 333 702.012	PERSONAL	16.000	0.000	16.000	0.000
	TOTAL ALL HOURS	2,350.500	135.250	24,065.500	1,492.750

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 12/31/2008

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	11	248
101 301 003.000	VERBAL WARNINGS	131	1716
101 301 004.000	WRITTEN WARNINGS	20	281
101 301 005.000	FELONY ARRESTS	7	107
101 301 006.000	MISDEMEANOR ARRESTS	23	466
101 301 007.000	CALLS RECEIVED	309	3729
101 301 008.000	TRAFF INJ ACCIDENTS	23	37
101 301 009.000	PROP DAMAG ACCIDENTS	23	142
101 301 010.000	SERVICE REQUESTS	36	105
101 301 011.000	MEETINGS	0	10
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	1074	9949
101 301 014.000	DESK ASSIGNMENTS	200	2276
101 301 015.000	BUSINESS CHECKS	826	11519
101 301 016.000	VACATION CHECKS	547	5997
101 301 017.000	SUSP PERS CHECKED	41	516
TOTAL FUNCTIONS		3271	37098
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	0
101 302 004.000	WRITTEN WARNINGS	0	2
101 302 005.000	FELONY ARRESTS	0	3
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	4	91
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	1
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	1
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	0	1
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		4	99
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	0	28
101 303 007.000	CALLS RECEIVED	11	54
101 303 010.000	SERVICE REQUESTS	0	2
101 303 011.000	MEETINGS	14	167
101 303 012.000	CONFERENCES	0	25

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	120	1100
101 303 014.000	DESK ASSIGNMENTS	0	8
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	2
TOTAL FUNCTIONS		145	1387
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	3	6
101 304 006.000	MISDEMEANOR ARRESTS	6	13
101 304 007.000	CALLS RECEIVED	2	45
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	0	58
101 304 014.000	DESK ASSIGNMENTS	0	1
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	0	13
101 304 019.000	VEHICLE SEARCHES	1	77
101 304 020.000	NARCOTIC SEARCHES	0	13
101 304 021.000	CURRENCY SEIZED	0	1
101 304 022.000	FORFEITURES	0	2
101 304 023.000	POSITIVE TRACKS	1	3
101 304 024.000	NEGATIVE TRACKS	0	14
101 304 025.000	AGENCY ASSISTS	1	19
101 304 026.000	DEMONSTRATIONS	0	2
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		14	268
TOTAL ALL FUNCTIONS		3434	38852

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?			
0100-0	9900-9	Yes			
Class	Description	DEC 2007	DEC 2008	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	0	0	0	
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0	
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	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 PENETR'N PENIS/VAGINA CSC1	0	0	2	
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	1	
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0	
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0	
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	0	
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0	
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0	
1100-8	SEXUAL CONTACT FORCIBLE CSC4	1	0	0	
1200-0	ROBBERY	0	0	1	
1300-1	NONAGGRAVATED ASSAULT	2	2	58	
1300-2	AGGRAVATED/FELONIOUS ASSAULT	1	0	8	
1300-3	INTIMIDATION/STALKING	1	1	20	
1400-0	ABORTION	0	0	0	
2000-0	ARSON	0	0	3	
2100-0	EXTORTION	0	0	0	
2200-1	BURGLARY - FORCED ENTRY	5	1	33	
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	3	
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	2	
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0	
2300-1	LARCENY - POCKETPICKING	0	0	0	
2300-2	LARCENY - PURSE SNATCHING	0	1	2	
2300-3	LARCENY - THEFT FROM BUILDING	1	2	28	
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0	
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	4	1	26	
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	1	0	5	
2300-7	LARCENY - OTHER	2	0	42	
2400-1	MOTOR VEHICLE THEFT	0	0	10	
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0	
2400-3	MOTOR VEHICLE FRAUD	0	0	0	
2500-0	FORGERY/COUNTERFEITING	0	0	3	
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	1	3	
2600-2	FRAUD - CREDIT CARD/ATM	1	1	11	
2600-3	FRAUD - IMPERSONATION	0	0	11	
2600-4	FRAUD - WELFARE	0	0	0	
2600-5	FRAUD - WIRE	0	0	0	
2600-6	FRAUD - BAD CHECKS	2	1	3	
2700-0	EMBEZZLEMENT	0	0	2	
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	DEC 2007	DEC 2008	YR TO DATE	
2900-0	DAMAGE TO PROPERTY	3	2	70	
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	0	
3000-2	RETAIL FRAUD - THEFT	1	0	3	
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0	
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	2	0	36	
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	1	
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0	
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0	
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	2	
3800-2	FAMILY - NONSUPPORT	0	0	0	
3800-3	FAMILY - OTHER	0	0	2	
3900-1	GAMBLING - BETTING/WAGERING	0	0	0	
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	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/PROMO	0	0	0	
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0	
4100-2	LIQUOR VIOLATIONS - OTHER	1	0	15	
4200-0	DRUNKENNESS	0	0	0	
4800-0	OBSTRUCTING POLICE	0	0	11	
4900-0	ESCAPE/FLIGHT	0	0	0	
5000-0	OBSTRUCTING JUSTICE	4	1	26	
5100-0	BRIBERY	0	0	0	
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	3	
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0	
5200-3	WEAPONS OFFENSE - OTHER	0	0	1	
5300-1	DISORDERLY CONDUCT	0	0	4	
5300-2	PUBLIC PEACE - OTHER	0	0	3	
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	3	3	39	
5400-2	OUIL OR OUID	1	4	65	
5400-3	DRIVING LAW VIOLATIONS	5	6	116	
5500-0	HEALTH AND SAFETY	2	1	33	
5600-0	CIVIL RIGHTS	0	0	0	
5700-1	TRESPASS	0	0	0	
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	1	0	3	
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	1	

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?			
0100-0	9900-9	Yes			
Class	Description	DEC 2007	DEC 2008	YR TO DATE	
7500-0	SOLICITATION	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	1	0	0	
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/PI	8	20	116	
9300-2	NON-TRAFFIC PDA	4	3	56	
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0	
9300-4	TOWED VEHICLE	0	1	16	
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	1	
9800-2	RECOVERED PROPERTY	0	0	0	
9800-3	PROPERTY INSPECTION	0	0	0	
9800-4	OTHER INSPECTIONS/WEAPONS	2	6	87	
9800-5	ALARMS	0	0	0	
9800-6	CIVIL	3	3	26	
9800-7	SUSPICIOUS SITUATION	2	1	25	
9800-8	LOST AND FOUND PROPERTY	3	1	33	
9800-9	OVERDOSE	0	0	3	
9900-1	SUICIDE	1	0	12	
9900-2	DOA - NATURAL	0	0	5	
9900-3	MISSING PERSON	1	0	1	
9900-7	SAFEKEEPING	0	0	0	
9900-8	DEPARTMENTAL ASSIST	2	3	21	
9900-9	GENERAL - NON CRIMINAL	1	2	101	

Uniform Crime Report

Report Criteria:

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

Class	Description	DEC 2007	DEC 2008	YR TO DATE
Totals:		73	68	1,214

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	12/01/2008	12/31/2008

Number	Name	Date	Location	Description	Officer	Fine
T-1074193		12/01/08	MORRISH NEAR MILLER	HEADLIGHTS		
T-1074706		12/02/08	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1074194		12/02/08	WINCHESTER VILLAGE – WINSHALI	EXCEEDED POSTED SPEED LIMIT		
T-1074195		12/02/08	MILLER AT MAYA	RIGHT OF WAY AT INTERSECTION		
T-1074071		12/03/08	MORRISH NEAR I-69	SEAT BELT DRIVER/PASSENGER		
T-1074072		12/04/08	MILLER NEAR RAUBINGER	SEAT BELT DRIVER/PASSENGER		
T-1074073-A		12/04/08	WINCHESTER VILLAGE – WINSTON	SEAT BELT DRIVER/PASSENGER		
T-1074073-B		12/04/08	WINCHESTER VILLAGE – WINSTON	NO PROOF INSURANCE/POSSESE		
T-1074074		12/04/08	MILLER NEAR BRISTOL	SEAT BELT DRIVER/PASSENGER		
T-1074383		12/04/08	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1074384-A		12/04/08	ELMS NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1074384-B		12/04/08	ELMS NEAR MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1074075-A		12/05/08	MILLER NEAR MORRISH	FAIL TO STOP BEFORE ENTERINC		
T-1074075-B		12/05/08	MILLER NEAR MORRISH	SEAT BELT DRIVER/PASSENGER		
T-1074075-C		12/05/08	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1074385		12/05/08	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1055494		12/06/08	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1074707		12/07/08	WINCHESTER VILLAGE – OAKVIEW	RIGHT OF WAY AT INTERSECTION		
T-1074196		12/08/08	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1074197-A		12/08/08	WINCHESTER VILLAGE – NORBURY	OWI		
T-1074197-B		12/08/08	WINCHESTER VILLAGE – NORBURY	SUSP/REVOKED/NEVER APPL.		
T-1074235		12/08/08	CAPPY NEAR DRAGON	FAIL TO STOP BEFORE ENTERINC		
T-1074386-A		12/10/08	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1074387-A		12/11/08	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1074026-A		12/11/08	MORRISH AT MILLER	FAIL TO SIGNAL TURN		
T-1074026-B		12/11/08	MORRISH AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1074026-C		12/11/08	MORRISH AT MILLER	SUSP/REVOKED/NEVER APPL.		
T-1074027-A		12/11/08	MORRISH AT FORTINO	SEAT BELT DRIVER/PASSENGER		
T-1074027-B		12/11/08	MORRISH AT FORTINO	NO PROOF INSURANCE/POSSESE		
T-1074028-C		12/11/08	ELMS AT BRISTOL	NO PROOF INSURANCE/POSSESE		
T-1074028-A		12/11/08	ELMS AT BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074028-B		12/11/08	ELMS AT BRISTOL	SEAT BELT DRIVER/PASSENGER		
T-1074029-A		12/11/08	MILLER AT SPRINGBROOK	SEAT BELT DRIVER/PASSENGER		
T-1074030-A		12/11/08	MORRISH AT MARY	SEAT BELT DRIVER/PASSENGER		
T-1074031-A		12/11/08	MILLER AT SEYMOUR	SEAT BELT DRIVER/PASSENGER		
T-1074032-A		12/11/08	MORRISH AT I-69	SEAT BELT DRIVER/PASSENGER		
T-1074388-A		12/11/08	MILLER AT FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1055495-A		12/11/08	MILLER AT FAIRCHILD	SEAT BELT DRIVER/PASSENGER		
T-1074033		12/12/08	MORRISH NEAR INGALLS	SEAT BELT DRIVER/PASSENGER		
T-1074034-A		12/12/08	MILLER NEAR ELMS	SEAT BELT DRIVER/PASSENGER		
T-1074034-B		12/12/08	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1074035		12/12/08	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074389		12/12/08	ELMS NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074390		12/12/08	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1074391		12/13/08	MILLER NEAR ELMS	OWI		
T-1074708		12/13/08	MILLER NEAR ELMS	TAIL LIGHTS (DEFECTIVE, IMPROI		

Ticket Charges Subtotal: 46

Fines Subtotal:

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	12/01/2008	12/31/2008

Number	Name	Date	Location	Description	Officer	Fine
T-1074198		12/14/08	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074199		12/15/08	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1074236		12/15/08	MILLER AT SEYMOUR	UNABLE TO STOP IN ASSURED CI		
T-1074200		12/16/08	MILLER NEAR FORD	HEADLIGHTS		
T-1074301		12/16/08	MORRISH AT BRISTOL	CARELESS DRIVING		
T-1074302		12/16/08	WINCHESTER VILLAGE – CAPPY NE	FAIR TO STOP FOR STOP SIGN		
T-1074238-A		12/17/08	I-69 AT VAN VLEET	FAIL TO SIGN REGISTRATION/NO		
T-1074237-A		12/17/08	I-69 AT VAN VLEET	QUID		
T-1074237-B		12/17/08	I-69 AT VAN VLEET	SUSP/REVOKED/NEVER APPL.		
T-1074237-C		12/17/08	I-69 AT VAN VLEET	NO PROOF INSURANCE/POSSESE		
T-1074709		12/17/08	ELMS NEAR PARK RIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1074036-A		12/18/08	MORRISH AT MARY	SEAT BELT DRIVER/PASSENGER		
T-1074036-B		12/18/08	MORRISH AT MARY	NO PROOF INSURANCE/POSSESE		
T-1074037		12/18/08	MORRISH NEAR MILLER	FAILED TO YIELD LEFT TURN		
T-1074038-A		12/18/08	ELMS AT BRISTOL	SEAT BELT DRIVER/PASSENGER		
T-1074039-A		12/18/08	ELMS AT BRISTOL	SEAT BELT DRIVER/PASSENGER		
T-1074710-A		12/18/08	MILLER AT FAIRCHILD	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1074392-B		12/18/08	ELMS AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074392-C		12/18/08	ELMS AT MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1074392-A		12/18/08	ELMS AT MILLER	SUSP/REVOKED/NEVER APPL.		
T-1074711		12/20/08	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1009828-A		12/23/08	MILLER NEAR ELMS	HEADLIGHTS		
T-1074712-A		12/25/08	MILLER AT I-69	EXCEEDED POSTED SPEED LIMIT		
T-1074393-A		12/27/08	ELMS AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1074713-A		12/28/08	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074714-A		12/29/08	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074715-A		12/29/08	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074716-A		12/29/08	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074717-A		12/29/08	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074718-A		12/29/08	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074719-A		12/29/08	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074721-A		12/29/08	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074720		12/29/08		VOID		
T-1013269-A		12/30/08	MORRISH NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1013269-B		12/30/08	MORRISH NEAR BRISTOL	FAIL TO CHANGE ADDRESS		
T-1013270-A		12/30/08	WINCHESTER VILLAGE – CAPPY AT	FAIL TO CHANGE ADDRESS		
T-1013271-A		12/30/08	ELMS NEAR MILLER	IMPROPER LANE USE, TRUCK OR		
T-1013271-B		12/30/08	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1074722-A		12/31/08	MILLER NEAR RAUBINGER	OWI		
T-1074722-B		12/31/08	MILLER NEAR RAUBINGER	FAILED TO MAINTAIN EQUIPMENT		
T-1074394		12/31/08	MILLER NEAR SCHOOL	NO PROOF INSURANCE/POSSESE		

Ticket Charges Total: 87

Fines Total:

City of Swartz Creek

Department of Police

Chief RICK CLOLINGER

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: **(810) 635-4401**

Fax: **(810) 635-3728**

December 12, 2008

Dear Bill, Debbie, Matt, Sarah, and Members of the Jessica Nagle Wilson Charitable Foundation,

I hope to find you are all doing well. I can't believe it's been a year since Ike started working at the Swartz Creek Police Department. He is doing very well and has been a true asset to our department and our community.

I did a yearly presentation to our Swartz Creek City Council regarding Ike last week. It was also reported by our local media. I have included a copy of the newspaper article for all of you, as well as a copy of the report that I made to our City Council, including Ike's statistics.

I have also been in contact with Officer John Beam of the Ewart Police Department assisting them with information on starting a canine program. Also, if your Foundation needs any further information for any other departments you are helping with the canine program, please don't hesitate to call me.

Bill, your statement in our article in *The Swartz Creek News* was right on. Jessica is a part of Ike. Even though I never met Jessica, I feel her strength is in Ike and I know that she is watching over him and his partner, Nick Paul, every day as they work.

I want your Foundation and friends to know how very proud I am of what you folks have done for our Police Department and community. Ike is a part of our community and he has done a wonderful job. Just remember that the Jessica Nagle Wilson Charitable Foundation will always be a part of the Swartz Creek Police Department.

I wish you all a very happy and safe holiday.

Respectfully submitted,

Rick Clolinger
Chief of Police
City of Swartz Creek

01/05/2009
02:08 pm

CHECK REGISTER FOR
CHECK DATE FROM 12/01/2008 - 12/31/2008
Bank GEN

Check Date	Bank/Check #	Name	Description	Amount Voided?
12/4/2008	GEN 31277	A+ELECTRICAL SUPPLY	LIGHT FIXTURE FOR DPS	164.32
12/4/2008	GEN 31278	ALLIE BROTHERS INC	(2) L/S SHIRTS CLOLINGER	97.95
12/4/2008	GEN 31279	AMERICAN HOME MORTGAGES INC.	TAX OVERPAYMENT SU 08 58-36-651-005	24.48
12/4/2008	GEN 31280	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	118.96 <u>27.38</u>
				146.34
12/4/2008	GEN 31281	BASIC	COPAY/OFFICE VISIT/AGUILAR	20.00
12/4/2008	GEN 31282	BRADYS BUSINESS SYSTEMS	COPY MAINT AGREEMENT 11/15/08-12/15/08	40.00
12/4/2008	GEN 31283	BRADYS BUSINESS SYSTEMS	11/24/08-2/27/09 COPY MACHINE MAINT.	305.64
12/4/2008	GEN 31284	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR/MILLER & SEYMOUR	2,429.00
12/4/2008	GEN 31285	CARQUEST AUTO PART STORES	WINTER BLADES/WASHER SOLVENT	118.06
12/4/2008	GEN 31286	CHRIS SNOOKS	REIMB FOR PARKING TICKETS 8483 & 9006	20.00
12/4/2008	GEN 31287	CITY OF SWARTZ CREEK	REIMB PETTY CASH	151.76
12/4/2008	GEN 31288	CITY OF SWARTZ CREEK	REIMB PETTY CASH	98.72
12/4/2008	GEN 31289	CITY OF SWARTZ CREEK	WINTER 08 TAX BILL 4438 MORRISH WI08 WINTER 2008 TAX BILL/RAUBINGER RD	3.69 <u>1.79</u>
				5.48
12/4/2008	GEN 31290	CONSUMERS ENERGY	11/1-11/30/08 ELMS PARKING LOT	15.05
12/4/2008	GEN 31291	CONSUMERS ENERGY	11/1-11/30/08 SIRENS	19.38
12/4/2008	GEN 31292	CONSUMERS ENERGY	11/1-11/30/08 TRAFFIC LIGHTS	312.88
12/4/2008	GEN 31293	CONSUMERS ENERGY	11/1-11/30/08 STREET LIGHTS	9,102.69
12/4/2008	GEN 31294	CONSUMERS ENERGY	11/1-11/30/08 4524 MORRISH RD	28.66
12/4/2008	GEN 31295	CREEK AUTO SERVICES LLC	FRNT BRAKES/ROTORS/TIE ROD END/LBR 06-	605.95
12/4/2008	GEN 31296	DETROIT SALT COMPANY	ROAD SALT @ \$41.43 PER PER TON	2,037.11
12/4/2008	GEN 31297	DOROTHY MACGILLIVRAY	REFUND AFLAC DEDUCT ERROR 2/27/04	14.25
12/4/2008	GEN 31298	ELITE BUSINESS PRODUCTS	INK CARTRIDGE	131.96
12/4/2008	GEN 31299	EVELYN POLASEK	SU 08 58-31-526-002 TAX OVERPAYMENT	9.00
12/4/2008	GEN 31300	FLINT JOURNAL	FARMERS MARKET ADS FARMERS MARKET ADS ICE CREAM SOCIAL	79.80 79.80 205.56

			FARMERS MARKET AD	78.28
			FARMERS MARKET AD	<u>78.28</u>
				521.72
12/4/2008	GEN 31301	INFINITE SOLUTIONS	MEMORY UPGRADE/COUNCIL LAPTOPS	30.00
			RE-IMAGE LAPTOP/UPGRD MEMORY/B. BINDE	75.00
			INSTALLED BROTHER PRTR/DVD RW/DESHAN	<u>112.50</u>
				217.50
12/4/2008	GEN 31302	J & K CANVAS PRODUCTS	SEAT REPAIR	50.00
12/4/2008	GEN 31303	JIM TYLER	REFUND AFLAC DEDUCTION 02/27/04	23.15
12/4/2008	GEN 31304	KLASSIC LAWN & LANDSCAPE LLC	PLOW CITY LOTS/WALKS	720.00
			CLEAR CITY WALKS	270.00
			PLOW CITY LOTS/WALKS	<u>360.00</u>
				1,350.00
12/4/2008	GEN 31305	LETAVIS ENTERPRISES INC.	SEPT. 08 VEHICLE WASHES	121.50
12/4/2008	GEN 31306	M & M PAVEMENT MARKING	PATCH/LINE REMOVAL/LINE PAINTING	779.70
12/4/2008	GEN 31307	MEDLAW LLC	BLOOD DRAW/CHAD HERRIMAN	90.00
12/4/2008	GEN 31308	MICH ASSOC. MUNICIPAL CLERKS	RENEW MEMBERSHIP/AGUILAR/KORTH	90.00
12/4/2008	GEN 31309	NORTH STAR RANCH	SALT TRUCKING FROM STATE CONTRACT	49.17 V
12/4/2008	GEN 31310	OSCAR ELIZANDO II	MTT 349979	292.65
			MTT INTEREST 105 DAYS	<u>4.89</u>
				297.54
12/4/2008	GEN 31311	PURCHASE POWER	POSTAGE FOR METER	2,018.99
12/4/2008	GEN 31312	ROWE INC	CONSTRUCTION ENGINEERING SEYMO	363.25
12/4/2008	GEN 31313	ROWE INC	AUDIT OF CITY'S ROAD TRANS SYSTEM FOR F	5,119.00
12/4/2008	GEN 31314	ROWE INC	RECONST DESIGN FOR MORRISH RD/RACEW/	23,514.25
12/4/2008	GEN 31315	RWS OF MID MICHIGAN	STREET SWEEPINGS	364.80
12/4/2008	GEN 31316	SINGLESOURCE PROPERTY SOLUTION	SU 08 TAX OVRPMT 58-02-527-010	8.49
12/4/2008	GEN 31317	STEAMASTER	CARPET CLEANING LIBRARY/SR CENTER	382.00
12/4/2008	GEN 31318	SUBURBAN AUTO SUPPLY	HYDROLIC OIL/FRONT PLOW	5.99
			LAMP FOR SALT TRUCK	<u>12.95</u>

				18.94
12/4/2008	GEN 31319	SWARTZ CREEK SCHOOLS	TEN CASES OF PAPER	279.00
12/4/2008	GEN 31320	THOMAS SVRCEK	REFUND AFLAC DECUCTION 2-27-04	7.75
			ORANGE ULTRAFLECTOR MARKERS	42.94
			BOWS FOR CHRISTMAS	14.84
				<u>65.53</u>
12/4/2008	GEN 31321	VALLEY PETROLEUM	NOV 08 FUEL USEAGE - POLICE	1,348.44
12/4/2008	GEN 31322	VALLEY PETROLEUM	NOV 08 FUEL USEAGE - DPW	1,095.52
12/11/2008	GEN 31323	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	84.02
				<u>110.96</u>
12/11/2008	GEN 31324	AT & T	11/2-12/1/08 810-R01-8443-014 3	16.40
12/11/2008	GEN 31325	AT & T	11/2-12/1/08 810 R01-7836 0 LEIN	53.80
12/11/2008	GEN 31326	ATHERTON ROAD SALES & SERVICE	FUEL FLTR/CRBRTR KIT/SPARK PLUG/SHOP SI	102.23
12/11/2008	GEN 31327	CITY OF SWARTZ CREEK	PETTY CASH REIMB	154.25
12/11/2008	GEN 31328	CONSUMERS ENERGY	10/30-12/3/08 A 8100 CIVIC DR	1,644.45
12/11/2008	GEN 31329	CONSUMERS ENERGY	10/30-12/3/08 A 8059 FORTINO DR	60.66
12/11/2008	GEN 31330	CONSUMERS ENERGY	10/31-12/3/08 A 9099 MILLER RD	23.57
12/11/2008	GEN 31331	CONSUMERS ENERGY	10/30-12/3/08 A 8095 CIVIC DR	745.60
12/11/2008	GEN 31332	CONSUMERS ENERGY	10/30-12/3/08 A 5361 WINSHALL DR	15.00
12/11/2008	GEN 31333	CONSUMERS ENERGY	10/31-12/3/08 A 8301 CAPPY LN	101.67
12/11/2008	GEN 31334	CONSUMERS ENERGY	10/30-12/3/08 E 5257 WINSHALL DR	15.00
12/11/2008	GEN 31335	CONSUMERS ENERGY	10/30-12/3/08 A 8083 CIVIC DR	732.80
12/11/2008	GEN 31336	CONSUMERS ENERGY	10/29-12/2/08 E 5127 MORRISH RD	15.00
12/11/2008	GEN 31337	CONSUMERS ENERGY	10/29-12/2/08 A 5121 MORRISH RD	600.78
12/11/2008	GEN 31338	CONSUMERS ENERGY	10/29-12/2/08 A 4438 MORRISH	134.21
12/11/2008	GEN 31339	CONSUMERS ENERGY	10/30-12/3/08 E WINSHALL RESTROOMS	23.48
12/11/2008	GEN 31340	CONSUMERS ENERGY	10/31-12/3/08 E 8499 MILLER RD	15.00
12/11/2008	GEN 31341	CONSUMERS ENERGY	10/31-12/3/08 A 8011 MILLER RD	16.00
12/11/2008	GEN 31342	CONSUMERS ENERGY	11/4-12/5/08 A 4125 ELMS RD PAVILION	19.47
12/11/2008	GEN 31343	CONSUMERS ENERGY	11/4-12/5/08 E 4125 ELMS RD	24.87
12/11/2008	GEN 31344	CRYSTAL WATER COMPANY	NOVEMBER 08 RENTAL	14.00
12/11/2008	GEN 31345	DETROIT SALT COMPANY	ROAD SALT @ \$41.43 PER PER TON	1,985.32
12/11/2008	GEN 31346	FLINT JOURNAL	NTC OF PBLC HEARING/ZONING BRD OF APPL	83.13
12/11/2008	GEN 31347	GEN CTY METROPOLITAN ALLIANCE	2009 MEMB DUES/KRUEGER/SCHULTZ	125.00
12/11/2008	GEN 31348	GENESEE CTY CLERKS-TREAS ASSOC	MEMBERSHIP AGUILAR/KORTH	20.00

12/11/2008	GEN 31349	GILL ROYS HARDWARE	RED DUCT TAPE	9.49
			BATTERIES	13.88
			HUMIDIFIER WICK FILTER	24.49
			100 LONG ICICLE LIGHTS	0.88
			48" ORANGE SAFETY MARKER	17.94
			9 V BATTERY/VACUUM BAGS	25.46
			CUP HOOK/WHITE SAFETY HOOK	17.52
			8 PC CLEANING PAD/SB CUP HOOK/LIGHT SET	22.35
			LIGHT SET	9.98
			DISH SOAP/KITCHEN TOWELS/DISHWASH/HAND WASH	8.72
			RV ANTI-FREEZE/TRASH BAGS	43.69
			EXT CORD/WIRE VINYL PLUG/SNOWBROOM	23.24
			JERSEY GLOVES	5.88
				<u>223.52</u>
12/11/2008	GEN 31350	HYDRO DESIGNS	WATER CROSS CONNECTION COMPLIA	375.00
12/11/2008	GEN 31351	INFINITE SOLUTIONS	SRVR LOSING CONN/POWER SUPPLY S. JORY	75.00
			AIR CLEANING MEDIA	35.00
				<u>110.00</u>
12/11/2008	GEN 31352	JANET HODGE	DDA REIMB/FACADE IMPROVEMENTS	5,869.00
12/11/2008	GEN 31353	KLASSIC LAWN & LANDSCAPE LLC	PLOW CITY LOTS/WALKS	720.00
12/11/2008	GEN 31354	KNAPHEIDE TRUCK EQUIPMENT	CUTTING EDGE ASSY/EYEBOLT/CURB GUARD	419.54
			STEEL CURB SHOE	162.47
				<u>582.01</u>
12/11/2008	GEN 31355	MICHIGAN LOCAL GOVT MGMT ASSOC	ANNUAL MBRSHIP/BUECHE/ZETTEL	220.00
12/11/2008	GEN 31356	MMTA	RENEW MBRSHIP/KORTH/AGUILAR	70.00
12/11/2008	GEN 31357	PRINTING SYSTEMS	2008 W-2/1099-MISC	107.33
12/11/2008	GEN 31358	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY09	18,523.18
			NOV 08 FUEL/ENVIRO FEE	808.92
				<u>19,332.10</u>
12/11/2008	GEN 31359	SCHAEFER'S OFFICE SOURCE	MONTHLY CALENDAR APPT BOOK	11.49

			OFFICE SUPPLIES	402.24
			RETURN MONTHLY PLANNER BOOK	(34.99)
			55 - GL LINER	93.74
			TOWELS/TISSUE/LINER	148.77
				<u>621.25</u>
12/11/2008	GEN 31360	SIMEN FIGURA & PARKER PLC	NOV 08 GENERAL/TRAFFIC/ORDIN	5,160.00
12/11/2008	GEN 31361	STATE OF MICHIGAN-DEPART. TREA	LEVEL ONE ASSESSMENT RENEWAL	75.00
12/11/2008	GEN 31362	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	828.00
12/11/2008	GEN 31363	SUBURBAN AUTO SUPPLY	FITTING	5.35
			CABLE TIES	8.99
			OIL	5.99
			FLUID FILM	7.99
				<u>28.32</u>
12/11/2008	GEN 31364	VERIZON NORTH	11/25-12/25/08 635-8109	53.69
12/18/2008	GEN 31365	AMERICAN MESSAGING	12/15/08-1/14/09 810-833-2563 8108331159	21.96
12/18/2008	GEN 31366	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	84.02
			MATS AND SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	114.52
			MATS, SUPPLIES	26.94
				<u>252.42</u>
12/18/2008	GEN 31367	BASIC	COPAY/OFFICE VISIT/ESKEW/SVRCEK	150.00
12/18/2008	GEN 31368	BASIL AND CORALENE BLOSS	SUPPLEMENTAL MED REIMB OCT. 08	353.02
			SUPPLEMENTAL MED REIMB NOV 08	298.50
			SUPPLEMENTAL MED REIMB DEC 08	298.51
				<u>950.03</u>
12/18/2008	GEN 31369	BLUE CARE NETWORK-EAST MI	JAN 09 MED INS KELLY	600.46
			JAN 09 MED INS PETRUCHA	1,381.05
				<u>1,981.51</u>
12/18/2008	GEN 31370	CHIEF SUPPLY CORPORATION	4 ROLLS BARRICADE POLICE TAPE	52.95

12/18/2008	GEN 31371	CREEK AUTO SERVICES LLC	MT & BAL SNOW TIRES 05-346	24.00
			LOF MONTHLY MAINT. 06-112	28.95
			LOF MONTHLY MAINT 07-375	28.95
			LOF MONTHLY MAINT/MT & BAL SNOW TIRES	<u>52.95</u>
				134.85
12/18/2008	GEN 31372	CURBCO	REPAIR 3 TRENCH DRAINS PER BID PS BLDG	9,821.57
12/18/2008	GEN 31373	DETROIT SALT COMPANY	ROAD SALT @ \$41.43 PER PER TON	2,016.40
			ROAD SALT @ \$41.43 PER PER TON	2,103.81
			ROAD SALT @ \$41.43 PER PER TON	<u>2,052.03</u>
				6,172.24
12/18/2008	GEN 31374	ELITE BUSINESS PRODUCTS	CASS. TAPES, WALLET FOLDERS	106.70
			LEGAL PADS, PRINT RIBBON	24.90
			REFILL DESK CALENDAR	<u>1.19</u>
				132.79
12/18/2008	GEN 31375	GEN CTY ROAD COMMISSION	SEPT S-MTCE OPERATIONS	564.22
12/18/2008	GEN 31376	GEN CTY ROAD COMMISSION	SIGNAL - MILLER @ FAIRCHILD	4.23
12/18/2008	GEN 31377	GEN CTY ROAD COMMISSION	ARROW/DOUBLE ARROW SIGNS 48 X 24	92.99
12/18/2008	GEN 31378	HOY, GERALD; NELLIS, R & HOOK, M	REFUND H/S EXMPTN/DEC BOR 58-36-526-072	1,072.53 V
12/18/2008	GEN 31379	HUTSON, SANDRA & DONALDSON, SU	REFUND H/S GRANTED DEC BOR 58-35-776-13	2.14
12/18/2008	GEN 31380	INFINITE SOLUTIONS	PATCH/UPDATE SERVERS/ROUTING MAINTEN	112.50
			UPGRADE MEMORY/RE-IMAGE COUNCIL LAPT	<u>75.00</u>
				187.50
12/18/2008	GEN 31381	JOHNS TRUCK SERVICE	REPAIR LIGHTS & STROBES	162.00
12/18/2008	GEN 31382	KLASSIC LAWN & LANDSCAPE LLC	PLOW CITY LOTS/WALKS	360.00
12/18/2008	GEN 31383	LANDMARK APPRAISAL CO	COMMERCIAL & INDUSTRIAL REAPPRAISAL	2,000.00
			DEC 08 MONTHLY SERVICES	<u>2,233.33</u>
				4,233.33
12/18/2008	GEN 31384	LETAVIS ENTERPRISES INC.	CAR WASHES 18 @ \$6.75/1 @ \$8.00	129.50

12/18/2008	GEN 31385	MICHIGAN MUNICIPAL LEAGUE	MML CONF 2/20-2/21/09 BINDER	115.00
12/18/2008	GEN 31386	MIDCOM DATA TECHNOLOGIES INC.	MINIMUM TO REPAIR HP LASERJET 9000N PRII REPAIR HP LASERJET 900N PTR/OVR MIN CHC	290.00 145.00
				<u>435.00</u>
12/18/2008	GEN 31387	MITCHELL TREE REMOVAL	TREE REMOVAL TREE TRIM/REMOVAL	2,500.00 2,325.00
				<u>4,825.00</u>
12/18/2008	GEN 31388	NEXTEL COMMUNICATIONS	NOV 08 MONTHLY BILL	606.24
12/18/2008	GEN 31389	RIEGLE PRESS INC	2009 UNIVERSAL CALENDAR-DORT	9.50
12/18/2008	GEN 31390	ROWE INC	MEIJER ENJ REVIEW/CEDAR CREEK CONST C	4,358.00
12/18/2008	GEN 31391	ROWE INC	DESIGN & CONST DOCS/BID WORK/NON-MOTF	1,760.00
12/18/2008	GEN 31392	SOUPAL CLEANERS	NOV. 08 UNIFORM CLEANING	83.75
12/18/2008	GEN 31393	SWARTZ CREEK AREA FIRE DEPT.	SBCA GRANT MATCH	3,535.00
12/18/2008	GEN 31394	SWARTZ CREEK AREA FIRE DEPT.	OPER/EQUIP BUDGET 1/1-6/30/09	55,925.00
12/18/2008	GEN 31395	SWARTZ CREEK AREA FIRE DEPT.	NOV. 08 MONTHLY RUNS	2,496.50
12/18/2008	GEN 31396	UNUM LIFE INSURANCE	JAN 09 LIFE INS. SHANNON/SNELL	12.05
12/18/2008	GEN 31397	VALLEY PETROLEUM	HYDROLIC OIL	465.30
12/18/2008	GEN 31398	VALLEY PETROLEUM	HYDROLIC OIL/MOTOR OIL	127.68
12/18/2008	GEN 31399	VERIZON NORTH	12/4-1/4/09 635-4402	122.01
12/18/2008	GEN 31400	VERIZON NORTH	12/1-1/1/09 635-4401	202.16
12/29/2008	GEN 31401	ADS PLUS PRINTING LLC	BUS CARD/MACDERMAID/KRUEGER/HICKS/BIN	120.76
12/29/2008	GEN 31402	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	84.02 26.94
				<u>110.96</u>
12/29/2008	GEN 31403	CARQUEST AUTO PART STORES	HYDROLIC OIL/WIPER BLADES	93.92
12/29/2008	GEN 31404	COMCAST BUSINESS	12/26-08-1/25/09 SERVICES	165.00
12/29/2008	GEN 31405	DEE CRAMER	REPAIR FURNACE/PUBLIC SAFETY BLDG	357.83
12/29/2008	GEN 31406	DELTA VISION	JAN 09 VISION - RETIREES (4) A. ZETTEL - 3 MONTHS ADJ NOV 08-JAN 09	16.34 16.92
				<u>33.26</u>
12/29/2008	GEN 31407	GERALD HOY	REFUND H/S EXMPTN/DEC BOR 58-36-526-072	1,072.53

12/29/2008	GEN 31408	JAMIE TERRELL	MILEAGE REIMB 11/24-12/19/08	31.59
12/29/2008	GEN 31409	KHALIL NEMER	JAN 09 MONTHLY RENT 5438 MILLER AMB BLD	758.34
12/29/2008	GEN 31410	KLASSIC LAWN & LANDSCAPE LLC	PLOW CITY LOTS/WALKS	780.00
			PLOW CITY LOTS/WALKS	1,080.00
			PLOW CITY LOTS/WALKS	570.00
			PLOW CITY LOTS/WALKS	360.00
			PLOW CITY LOTS/WALKS	360.00
			PLOW WALKS	420.00
				<u>3,570.00</u>
12/29/2008	GEN 31411	KNAPHEIDE TRUCK EQUIPMENT	UNDERBODY PARTS	2,285.06
12/29/2008	GEN 31412	MICHIGAN MUNICIPAL LEAGUE	MEMBERSHIP RENEWAL 2/1/09-1/31/10	3,140.00
12/29/2008	GEN 31413	MICHIGAN PIPE AND VALVE	10 X 15 SS REPAIR CLAMP SINGLE BAND	188.47
12/29/2008	GEN 31414	NELSON HYDRAULIC SERVICE, INC.	HYDROLIC HOSE	70.17
12/29/2008	GEN 31415	SELF SERVE LUMBER CO.	2 X 10 X 8 FT LUMBER QTY (6)	53.94
12/29/2008	GEN 31416	SUBURBAN AUTO SUPPLY	FITTING	5.35
			START FLUID	5.98
				<u>11.33</u>
12/29/2008	GEN 31417	THOMPSON SERVICE	WELD BROKEN PLOWS	100.00
			4 DISMOUNT/3 MOUNT	25.00
				<u>125.00</u>
12/29/2008	GEN 31418	VERIZON NORTH	12/13/08-1/13/09 635-4495	50.81
12/29/2008	GEN 31419	VERIZON NORTH	12/7/08-1/7/09 B10-1133	161.10
12/29/2008	GEN 31420	VERIZON NORTH	12/10/08-1/10/09 635-4464	472.75
12/29/2008	GEN 31421	VERIZON NORTH	12/16/08-1/16/09 810 TX4-1386	193.69
				<u>1,121.70</u>
TOTAL OF 143 Checks:				208,796.80
TOTAL OF 2 Void Checks:				<u>1,121.70</u>
TOTAL - 145 Checks:				209,918.50

Public Works
Monthly Work Orders

01/05/09

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CKME08-0008 Finished	CC10-007365-0000-01	NOFFSINGER, PATRICIA 7365 CROSSCREEK DR	12/01/08 12/01/08	CHECK METER
CKME08-0009 Finished	CC10-007368-0000-01	KING, HOWARD 7368 CROSSCREEK DR	12/05/08 12/05/08	CHECK METER
CKME08-0010 Finished	CC10-007374-0000-01	WILLIAMS, NANCY 7374 CROSSCREEK DR	12/30/08 12/30/08	CHECK METER
FNRD08-0068 Finished	GR20-007442-0000-03	BARB ROBERTSON 7442 GROVE ST	12/01/08 12/01/08	FINAL READ
FNRD08-0072 Finished	CC10-005930-0000-01	MARRA, FRANK 5930 CROSSCREEK DR	12/03/08 12/03/08	FINAL READ
FNRD08-0073 Finished	EL10-003500-0000-01	SCHMIDT, KATHLEEN C 3500 ELMS RD	12/04/08 12/04/08	FINAL READ
FNRD08-0074 Finished	WI20-005050-0000-02	LINDA FINK 5050 WINSTON DR	12/05/08 12/05/08	FINAL READ
FNRD08-0075 Scheduled	BR30-000027-0000-01	FOLLEN, MICHAEL 27 BROOKFIELD DR	12/05/08	FINAL READ
FNRD08-0076 Finished	GR20-007493-0000-01	TIHELKA, STANLEY L 7493 GROVE ST	12/09/08 12/09/08	FINAL READ
FNRD08-0077 Finished	MI10-008295-0000-03	PARKER, GERALD 8295 MILLER RD	12/10/08 12/10/08	FINAL READ
FNRD08-0078 Finished	VA10-005307-0000-02	DAVIS, MARYANNE 5307 VALLEYVIEW DR	12/16/08 12/16/08	FINAL READ
FNRD08-0079 Finished	YA10-007115-0000-02	LEVALLEY REAL ESTATE 7115 YARMY DR	12/15/08 12/16/08	FINAL READ
FNRD08-0080 CANCELLED	BR20-007133-0000-03	E & L CONSTRUCTION GROUP 7133 BRISTOL RD	12/17/08 12/17/08	FINAL READ
MTRP08-0028 Finished	CC10-007391-0000-01	GEJOFF, LOUIS 7391 CROSSCREEK DR	12/01/08 12/01/08	METER REPAIR
MTRP08-0029 Finished	CC10-007359-0000-01	WALKER, RICHARD 7359 CROSSCREEK DR	12/02/08 12/02/08	METER REPAIR
MTRP08-0030 Finished	CC10-005925-0000-01	PENDELL, TOM 5925 CROSSCREEK DR	12/01/08 12/01/08	METER REPAIR
MTRP08-0031 Finished	CC10-007354-0000-01	DAVIDSON, JAMES 7354 CROSSCREEK DR	12/05/08 12/05/08	METER REPAIR
READ08-0015 Finished	SO10-000034-0000-01	AUSTIN, ROY 34 SOMERSET DR	12/01/08 12/01/08	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
READ08-0016 Finished	MO10-004264-0000-08	STACEY TUBBS 4264 MORRISH RD	12/02/08 12/04/08	READ METER
SNOW08-0001 Finished	CI10-008095-0000-01	PERKINS LIB-SENIOR CENTER 8095 CIVIC DR	12/15/08 12/15/08	SNOW/ICE REMOVAL
SWBK08-0002 Finished	GR10-005346-0000-01	ALEXANDER, DAVID 5346 GREENLEAF DR	12/16/08 12/16/08	SEWER BACKUP
WOFF08-0050 Finished	CH10-009118-0000-01	JOY, JAMES C 9118 CHELMSFORD DR	12/01/08 12/01/08	WATER TURN OFF
WOFF08-0052 Finished	CC10-007353-0000-01	GAUTHIER, DELBERT 7353 CROSSCREEK DR	12/02/08 12/02/08	WATER TURN OFF
WOFF08-0054 Finished	CH20-008475-0000-01	BRITTON, GERALD 8475 CHESTERFIELD DR	12/03/08 12/03/08	WATER TURN OFF
WOFF08-0056 Finished	LA10-004269-0000-02	HARRISON, BILL 4269 LATIFEE CT	12/01/08 12/01/08	WATER TURN OFF
WOFF08-0057 Finished	SE20-005218-0000-01	WRIGGLESWORTH, PAUL 5218 SEYMOUR RD	12/01/08 12/01/08	WATER TURN OFF
WOFF08-0058 Finished	CC10-007355-0000-01	MULANIX, ARTHUR 7355 CROSSCREEK DR	12/04/08 12/04/08	WATER TURN OFF
WOFF08-0059 Finished	MI10-007029-0000-01	BARRETT, DENNIS 7029 MILLER RD	12/05/08 12/05/08	WATER TURN OFF
WOFF08-0060 Finished	OA10-005203-0000-01	CALL, THOMAS 5203 OAKVIEW DR	12/17/08 12/17/08	WATER TURN OFF
WOFF08-0061 Finished	SP10-004407-0000-01	PERRY, DALLAS 4407 SPRINGBROOK DR	12/18/08 12/18/08	WATER TURN OFF
WOFF08-0062 Finished	BI10-005167-0000-01	CRAIN, NORMAN 5167 BIRCHCREST DR	12/10/08 12/10/08	WATER TURN OFF
WOFF08-0063 Finished	CH40-004271-0000-01	ANGELL, GEORGE 4271 CHAPEL LN	12/30/08 12/30/08	WATER TURN OFF
WOFF08-0064 Finished	DO10-005321-0000-05	METCALF, CHRISTINE 5321 DON SHENK DR	12/15/08 12/15/08	WATER TURN OFF
WOFF08-0065 CANCELLED	LI10-004261-0000-02	TAMMY MURPHY 4261 LINDSEY DR	12/15/08 12/15/08	WATER TURN OFF
WOFF08-0066 Finished	CC10-007352-0000-01	WARD, DARLENE 7352 CROSSCREEK DR	12/17/08 12/17/08	WATER TURN OFF
WOFF08-0068 Finished	NE10-006735-0000-02	SCHAEFFER, STEVEN & SALLY 6735 NEMER CT	12/30/08 12/30/08	WATER TURN OFF
WOFF08-0069 Finished	CC10-007361-0000-01	SWIDORSKI, KENNETH 7361 CROSSCREEK DR	12/29/08 12/29/08	WATER TURN OFF
WOFF08-0070 Finished	SC20-005122-0000-01	STERLING, JAMES 5122 SCHOOL ST	12/26/08 12/26/08	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOPF08-0073 Scheduled	MI10-007543-0000-02	L.B.O.E. 7543 MILLER RD	12/30/08	WATER TURN OFF
WREP08-0003 Finished	WO10-005221-0000-01	OBRIEN, JAMES 5221 WORCHESTER DR	12/22/08 12/22/08	WATER REPAIRS
WTON08-0038 Scheduled	DU10-005256-0000-01	GRADY, WILLIAM 5256 DURWOOD DR	12/05/08	WATER TURN ON
WTON08-0039 Finished	MI10-007029-0000-02	F.J. LAND CO, LLC 7029 MILLER RD	12/05/08 12/05/08	WATER TURN ON
WTON08-0040 Scheduled	DO10-005321-0000-05	METCALF, CHRISTINE 5321 DON SHENK DR	12/16/08	WATER TURN ON
WTON08-0041 Finished	MI10-008179-0000-01	FISHER, PATRICIA 8179 MILLER RD	12/26/08 12/26/08	WATER TURN ON

Total Records: 44

DPS ACTIVITY - DECEMBER 2008

EMPLOYEE	REG	HOL	VAC	ABSENT	OT	DT
101 GENERAL FUND						
172.0 EXECUTIVE						
253.0 TREASURER						
257.0 ASSESSOR						
262.0 ELECTIONS						
410.0 BLG-ADMIN-OBRIEN	35.00	4.00		1.00		
781.0 AMPHI-PARK	4.00	0.50				
782.0 WINSHALL PARK	11.50	0.40		0.10		
783.0 WINSHALL GARBAGE						
783.0 ELMS PARK	5.50	0.40		0.13		
783.0 ELMS GARBAGE	4.00					
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	42.50	0.63	0.43			
792.0 P S BLDG	31.50	0.76				
793.0 CITY HALL	41.00	1.01				
794.0 COMM PROMO	40.00	7.87	0.57		6.00	
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	16.50	2.65	0.43	0.10		
474.0 TRAFFIC	2.00	0.57	0.29			
478.0 SNOW & ICE	78.00	6.17	0.64	0.36	50.00	12.50
482.0 ADMIN	6.46		0.34			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	7.50	0.65		0.18		
474.0 TRAFFIC	14.00					
478.0 SNOW & ICE	94.50	11.28	3.21	0.28	12.50	4.50
482.0 ADMIN	5.10	1.36	0.34			
226 GARBAGE FUND						
528.0 COLLECT	26.00	1.54	2.28	0.13		
530.0 WOODCHIPPING	7.00	0.80		0.20		
590 WATER						
540.0 WATER SYSTEM	115.22	16.86	5.80	0.10	4.00	
540.0 WATER-ON CALL	2.00					
542.0 READ & BILL	88.00	12.43	3.44	1.20		
591 SEWER						
536.0 SEWER SYSTEM	72.22	8.82	4.52	0.05		
536.0 SEWER-ON CALL	2.00					
537.0 LIFT STATION	10.00	1.50	0.86			
542.0 READ & BILL	42.00	4.80		1.20		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	206.00	11.00	16.85	0.97		
	1,009.50	96.00	40.00	6.00	72.50	17.00
HOLIDAY						
VACATION						
ABSENT						
DAILY HOURS TOTAL	1,009.5	96.0	40.0	6.0	72.5	17.0

Dec-08	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	701	97	
07-03 P/U 4WD	556		52
09-03 P/U 4WD	698		112
#2 P/U 2WD	499		65
#6-00 BACKHOE			25
#9 DUMP	98	18	
#10 DUMP			
#11 DUMP			
#12-02 DUMP	706		156
#12-04 DUMP	1127		277
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			8
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			
#807 STREET SWEEPER			
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10			
TOTAL	4385	115	695

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev , 2008)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC	
CITY COUNCIL								
C. David Hurt	1st	9214 Chesterfield	635-7706	03/08/99	11/07/06	11/02/10	4 Yr.	
Richard B. Abrams	At-Large	5352 Greenleaf	635-9224	11/06/84	11/04/08	11/06/12	4 Yr.	
Rae Lynn Hicks	2nd	8373 Miller	635-3569	C=444-8229	11/07/06	11/07/06	11/02/10	4 Yr.
Betty Binder	At-Large	8079 West Bristol Rd	635-4930	11/04/08	11/04/08	11/06/12	4 Yr.	
Curtis Porath	3rd	4485 Frederick St.	635-4398	C=348-4162	11/05/02	11/07/06	11/02/10	4 Yr.
David Krueger	At-Large	7399 Miller Rd	635-4692	C=240-2358	11/04/08	11/04/08	11/06/12	4 Yr.
Michael Shumaker	4th	4084 Jennie Lane	635-3107	C=429-3068	11/05/02	11/07/06	11/02/10	4 Yr.
BOARD OF REVIEW								
John Gilmore		7515 Elizabeth	635-9057		07/01/06	06/30/09	3 Yr.	
Joseph J. Edgerton		9127 Chesterfield	635-9832	635-9513	11/25/02	06/30/11	3 Yr.	
Thomas MacGillivray		5052 Fairchild	635-4057	C=869-1443	06/30/07	06/30/10	3 Yr.	
FIRE BOARD								
Richard L. Derby	Clayton	9230 Corunna	635-4056	??	??			
Michael Messer	Clayton	2060 S. Morrish	635-3476	??	??			
Rod Shumaker	Clayton	7077 Lou Mac	635-2543	??	??			
Ray Thornton	-City Citizen Rep	5367 Greenleaf	635-9205	04/01/08	11/10/08	11/10/10	2 Yr.	
Rick Clolinger	City Citizen Rep	8100-A Civic	635-4401	12/04/06	11/10/08	11/10/10	2 Yr.	
David Hurt	Council Rep	9214 Chesterfield	635-7706	11/10/08	11/10/08	11/10/10	2 Yr.	
A. Boots Abrams,	City Swing Rep	5352 Greenleaf	635-9224		11/10/08	04/01/09	2 Yr.	
GENESEE COUNTY METRO ALL								
David Krueger	Delegate	7399 Miller Rd	635-4692	C=240-2358	11/24/08	11/24/08	11/08/10	2 Yr.
Ronald Schultz	Citizens	4279 Springbrook Dr	635-8575	732-1574	07/01/04	11/24/08	11/08/10	2 Yr.
GEN COUNTY NARC CONTROL								
Curtis Porath	Delegate	4485 Frederick St.	635-4398	C=348-4162	11/24/08	11/24/08	11/08/10	2 Yr.
Rae Lynn Hicks	Alternate	8373 Miller	635-3569	C=444-8229	11/24/08	11/24/08	11/08/10	2 Yr.
GEN COUNTY SMALL CITIES								
Richard Abrams	Delegate	5352 Greenleaf	635-9224		11/25/02	11/24/08	11/08/10	2 Yr.
Mike Shumaker	Alternate	4084 Jennie Lane	635-3107	C=429-3068	11/25/02	11/24/08	11/08/10	2 Yr.
LOCAL OFF COMP COMM								
Monte R. Morgan		5388 Greenleaf	635-4395		09/30/07	09/30/10	3 Yr.	
Patricia Maksymiu		7188 Miller	635-3814		11/27/06	09/30/10	4 Yr.	
Ronald Schultz		4279 Springbrook	635-8575	732-1574	11/25/02	09/08/08	09/30/11	3 Yr.
David Alexander		5346 Greenleaf Dr.	635-2321		09/30/07	09/30/11	4 Yr.	
Tommy Butler		40 Somerset	635-7640		11/24/08	09/30/09	1Yr.	
PARK AND REC ADV BOARD								
Korene Kelly		7281 Bristol Rd.	635-4389		01/01/06	12/31/09	3 Yr.	
Rodney Gardner		5024 Brady	635-9101		11/22/99	01/01/06	12/31/09	3 Yr.
Michael Shumaker		4084 Jennie	635-3107	C=429-3068	11/22/99	01/01/06	12/31/09	3 Yr.
Rick Henry		6353 Bristol	635-7509		01/01/06	12/31/09	3 Yr.	

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev , 2008)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC
Bradley Stiff (Chair)	9040 Chesterfield Dr.	252-3174		10/24/06	10/04/06	12/31/09	3 Yr.
Dave Plumb	29 Brookfield	635-3742	C= 625-6921	11/24/08	11/24/08	12/31/09	1 Yr.
Rae Lynn Hicks (Vice)	8373 Miller	635-3569		04/10/01	01/01/06	12/31/09	3 Yr.
Ray Thornton	5367 Greenleaf Dr.	635-9205		11/09/03	01/01/06	12/31/09	3 Yr.
James Florence (Sec)	4296 Springbrook	635-2772	C=444-2002	11/25/02	01/01/06	12/31/09	3 Yr.
PLANNING COMMISSION							
Robert Florine	5914 Cross Creek	635-8764		07/01/03	07/01/03	06/30/09	3 Yr.
James Florence	4296 Springbrook	635-2772	C=444-2002	09/08/08	09/08/08	06/30/09	3 Yr.
Kathy Ridley	3414 Elms	635-3168		09/17/02	07/01/04	06/30/10	3 Yr.
Carl Conner	4061 Elms	635-9024	238-5200, Pgr:88	10/25/99	07/01/08	06/30/11	3 Yr.*
Douglas Stephens (Chairperson)	5250 Birchcrest	635-2134	635-4090	06/26/89	07/01/08	06/30/11	3 Yr.*
Bud Grimes	5171 Oakview Drive	635-7284		07/01/04	07/01/04	06/30/10	3 Yr.
C. David Hurt	9214 Chesterfield	635-7706		11/30/03	11/24/08	11/09/09	1 Yr.
Paul Bueche	8083 Civic Dr	635-4464		11/09/98	11/24/08	11/08/10	2 Yr.
Richard Abrams	5352 Greenleaf Dr	635-9224		11/12/02	11/24/08	11/08/10	2 Yr.
W.W.S. ADV COMM							
Adam Zettel, Delegate	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
Tom Svrcek, Alternate	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
ZONING BOARD OF APPEALS							
Douglas Stephens	5250 Birchcrest	635-2134	635-4090	10/25/99	07/01/08	06/30/11	3 Yr.*
Ronald Smith, Secretary	9194 Chesterfield	635-9619		07/10/95	07/01/08	06/30/11	3 Yr.*
Curt Porath Council Rep	4485 Frederick St.	635-3079		11/11/02	11/24/08	11/08/10	2 Yr.
Ronald Schultz, Chairperson	4279 Springbrook	635-8575	732-1574	11/08/04	11/06/07	11/03/10	3 Yr.
James Packer, Vice Chairperson	7216 Miller Rd.	635-3724			11/06/07	11/03/10	3 Yr.
Bradley Stiff (Alternate)	9040 Chesterfield Dr.	252-3174		10/13/11	10/13/11	06/30/11	3 Yr.*
John Gilbert (Alternate)	7459 Miller Rd.	635-9762		10/13/11	10/13/11	06/30/11	3 Yr.*
CONSTR. BOARD OF APPEALS							
Douglas Stephens	5250 Birchcrest Dr.	635-2134	635-4090	06/09/03	11/24/08	11/08/10	2 Yr.
Michael Shumaker	4084 Jennie	635-3107	C=429-3068	06/09/03	11/24/08	11/08/10	2 Yr.
Ronald Schultz	4279 Springbrook	635-8575	732-1574	06/09/03	11/24/08	11/08/10	2 Yr.
911 CONSORTIUM							
Paul Bueche	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
STREET ADMINISTRATOR							
Adam Zettel Delegate	8083 Civic Dr.	635-4464		11/27/06	11/24/08	11/08/10	2 Yr.
Tom Svrcek Alternate	8083 Civic Dr.	635-4464		11/27/06	11/24/08	11/08/10	2 Yr.
DDA							
Richard Abrams (Mayor)	5352 Greenleaf Dr.	635-9224		09/27/04	11/24/08	11/08/10	2 Yr.
Richard Mattson	9251 W. Hill Rd.	635-4490	449-3030	10/22/07	04/01/08	03/31/12	4 Yr. / 4Yr*
Paul Bueche	8083 Civic Dr.	635-4464		09/27/04	12/01/05	11/30/09	1 Yr. / 4Yr
Rodney Gardner	5024 Brady St.	635-9109	C= 625-7626	09/27/04	10/24/06	03/31/10	4Yr

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev , 2008)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC
Cliff Hull	6200 Reid Rd. Sw. Cr.	655-3714	635-4090	09/27/04	04/01/06	03/31/10	4Yr
Steve Mardlin	5340 Chin Maya Dr. Sw. C	635-3869	635-9010	09/27/04	04/23/07	03/31/11	4Yr
Mark Nemer	8122 W. Hill Sw. Cr.	635-2041	635-2227	09/27/04	04/01/08	03/31/12	4 Yr. / 4Yr*
Ernie Eckerdt	5019 Brady, PO Box 4	635-8790		01/28/08	01/28/08	11/30/09	4 Yr.
Sandy Raffaelli	8098 Miller Rd	635-4262		09/27/04	04/23/07	03/31/11	4Yr

DDA CITIZEN ADVISORY BOARD

Vacant (Ernie Eckerdt)				08/22/05	11/27/06	11/04/08	2 Yr.
Juliet Stephens-Kijek	8103 Miller Rd	630-0847		08/22/05	11/24/08	11/08/10	2 Yr.
Vacant (Betty Binder)							2 Yr.
Fred Pajtas	7580 Church St.			08/22/05	11/24/08	11/08/10	2 Yr.
Jennie Moench	5030 First St.	630-0577		08/22/05	11/24/08	11/08/10	2 Yr.
Shelly Wilson	8126 Ingalls St.	625-2555		08/22/05	11/24/08	11/08/10	2 Yr.
Jeff Litwin	7506 Grove	635-9440	C= 240-0996	08/22/05	11/24/08	11/08/10	2 Yr.
Peggy Burnham	8104 Miller Rd.	630-8156		08/22/05	11/24/08	11/08/10	2 Yr.
Becky Tabit	5027 Brady	635-0441		08/22/05	11/24/08	11/08/10	2 Yr.

Sr. Center

Melinda Soper, Director	5442 Mancelona, Gr Bl	695-1615	394-2360				
Marta Bentoski, Assit Director	10512 Village, Gr Blanc	603-2790	248-310-0828				
Joan Beckner, Office Assist	523 Worchester Dr.	635-3847					
Angela Roberts, Office Assist	4377 Staunton Dr, SC	720-1502	347-5529				
Jim Florence, President	4296 Springbrook	635-2772				06/01/09	
Roger Bloss, Vice President	8370 Reid Rd.	635-3788	397-6635			06/01/10	
Ann Knight, Treasurer	4935-321 Ita Ct.	635-7342				06/01/10	
Sally Creech, Sevretary	3496 Seymour Rd	635-7703				06/01/10	
Richard Abrams	5352 Greenleaf Dr	635-9224				06/01/09	
Phillip Bracey	4449 Lindewood Dr	733-3353				06/01/09	
Dennis Johnson	4284 Springbrook Dr	635-9330				06/01/09	
Pat McLeod	9319 Elaine Dr.	635-4954				06/01/09	
Dorothy White	7284 Grandwood Dr	655-8416				06/01/09	

Disaster Policy Committee

Paul Bueche	8083 Civic Dr.	635-4795		04/10/06	11/24/08	11/08/10	2 Yr.
Boots Abrams	5352 Greenleaf	635-9224		04/10/06	11/24/08	11/08/10	2 Yr.
Rae Lynn Hicks	8373 Miller	635-3569	W= 342-2199	04/10/06	11/24/08	11/08/10	2 Yr.
David Plumb	29 Brookfield	635-3742	C= 625-6921	04/10/06	11/24/08	11/08/10	2 Yr.
Rick Clolinger	8100-A Civic Dr.	635-4401		04/10/06	11/24/08	11/08/10	2 Yr.
Brent Cole	8100-B Civic Dr.	635-2300		04/10/06	11/01/08	11/08/10	2 Yr.

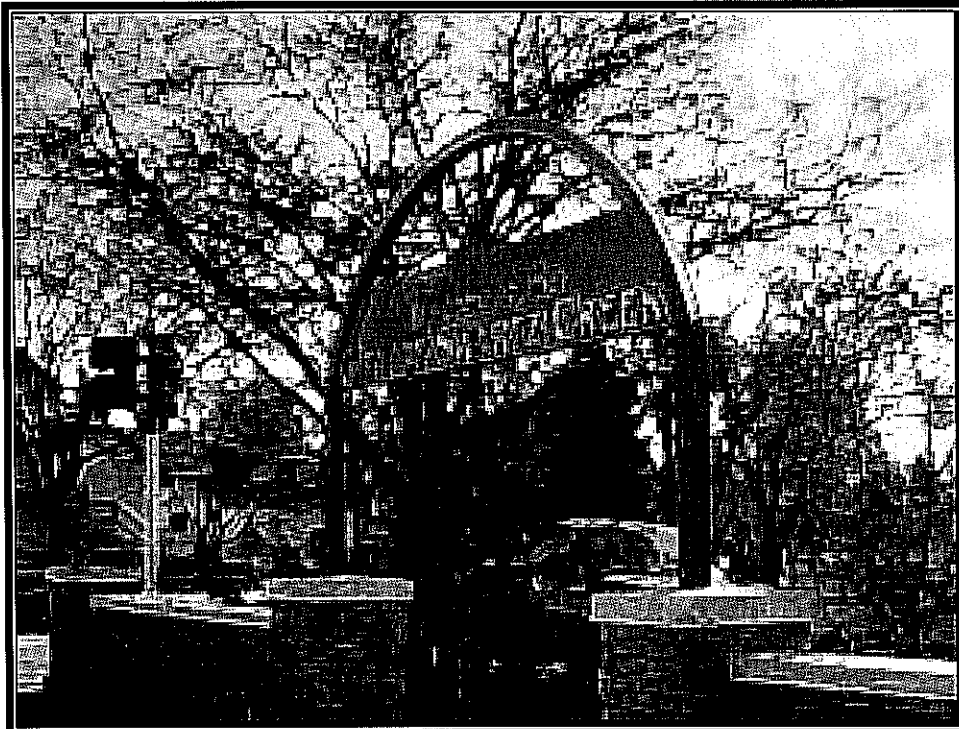
■ Vacant Due To Resignation or Re-Appointment

Interested Parties

Brad Hissong W-629-2261

CITY OF SWARTZ CREEK

Planning Commission



Meeting of January 6, 2009

7pm in the Swartz Creek City Council Chambers

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION
AGENDA
TUESDAY, JANUARY 06, 2009
7:00 P.M.**

1. **CALL TO ORDER:**
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:** Abrams, Bueche, Conner, Florence, Florine, Grimes, Hurt, Ridley, Stephens.
4. **APPROVAL OF AGENDA:** PAGE NO.
5. **APPROVAL OF MINUTES:**
6. **CORRESPONDENCE:**
 - A. Resolutions 02-03
 - B. Minutes August 05, 2008 04-07
 - C. Meeting Staff Letter 08
 - D. Rules of Procedure (Agenda Item) 09-18
 - E. 2009 Meeting Schedule (Agenda Item) 19
 - F. 2008 Annual Report (Agenda Item) 20-22
 - G. December 8 & 15, 2008 City Council Minutes 23-35
7. **MEETING OPENED TO PUBLIC (NON-PUBLIC HEARING ITEMS):**
8. **BUSINESS:**
 - A. Rules of Procedure
 - B. 2009 Meeting Schedule
 - C. 2008 Annual Report
 - D. Zoning Amendment-Set Public Hearing
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY PLANNING COMMISSION MEMBERS:**
11. **ADJOURNMENT:**

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION
RESOLUTIONS
TUESDAY, JANUARY 06, 2009
7:00 P.M.**

Resolution No. 090106-__ (Carried/Denied)

Motion by Commissioner _____, support by Commissioner _____, the Swartz Creek Planning Commission approves the agenda for the January 06, 2009 Planning Commission meeting.

YES: _____.
NO: _____. Motion declared carried/denied.

Resolution No. 090106-__ (Carried/Denied)

Motion by Commissioner _____, support by Commissioner _____, the Swartz Creek Planning Commission approves the Minutes for the August 05, 2008 Planning Commission meeting.

YES: _____.
NO: _____. Motion declared carried/denied.

Resolution No. 090106-__ (Carried/Denied)

Motion by Commissioner _____, support by Commissioner _____, the Swartz Creek Planning Commission approves the attached Rules of Procedure 2009.

YES: _____.
NO: _____. Motion declared carried/denied.

Resolution No. 090106-__ (Carried/Denied)

Motion by Commissioner _____, support by Commissioner _____, the Swartz Creek Planning Commission approves the attached 2009 Planning Commission meeting schedule.

YES: _____.
NO: _____. Motion declared carried/denied.

Resolution No. 090106-__ (Carried/Denied)

Motion by Commissioner _____, support by Commissioner _____, the Swartz Creek Planning Commission approves the attached 2008 Planning Commission Annual Report.

YES: _____.

NO: _____. Motion declared carried/denied.

Resolution No. 090106-__

(Carried/Denied)

Motion by Commissioner _____, support by Commissioner _____, the Swartz Creek Planning Commission hereby sets a public hearing to hear comments on proposed changes to the Zoning Appendix A to be held at the regular meeting in February on February 3, 2009 at 7:00pm here in the City Council Chambers.

YES: _____.

NO: _____. Motion declared carried/denied.

Resolution No. 090106-__

(Carried/Denied)

Motion by Commissioner _____, support by Commissioner _____, the Swartz Creek Planning Commission adjourns the January 06, 2009 Planning Commission meeting.

YES: _____.

NO: _____. Motion declared carried/denied.

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION MEETING
AUGUST 5, 2008**

Meeting called to order at 7:02 p.m. by Chairperson Stephens.

Pledge of Allegiance.

ROLL CALL:

Commissioners present: Abrams, Bueche, Conner, Florine, Grimes, Ridley, Stephens.

Commissioners absent: Hurt, Kolhoff.

Staff present: Adam Zettel, Zoning Administrator.

Others present: Kal Nemer

APPROVAL OF AGENDA:

Resolution No. 080805-01

(Carried)

Motion by Commissioner Florine, support by Commissioner Abrams, the Swartz Creek Planning Commission approves the agenda for the August 5, 2008 Planning Commission meeting as amended by changing the address of Meijer to 4013 Morrish Rd., changing the Tax ID No. to 58-36-100-001, and deleting Woodside Builders from 8B.

Unanimous voice vote.

Motion declared carried as amended.

APPROVAL OF MINUTES:

Resolution No. 080805-02

(Carried)

Motion by Commissioner Abrams, support by Commissioner Florine, the Swartz Creek Planning Commission approves the Minutes for the July 1, 2008 Planning Commission meeting.

Unanimous voice vote.

Motion declared carried.

MEETING OPENED TO THE PUBLIC (NON-PUBLIC HEARING ITEMS): None.

OLD BUSINESS: None.

NEW BUSINESS:

Resolution No. 080805-03

(Carried)

Motion by Commissioner Conner, second by Commissioner Bueche, the Swartz Creek Planning Commission recognizes the resignation of Mr. Kolhoff and appreciates his years of service.

There was a discussion.

YES: Abrams, Bueche, Conner, Florine, Grimes, Ridley, Stephens.

Motion declared carried.

Resolution No. 080805-04

(Carried)

Motion by Boardmember Florine
Second by Boardmember Grimes

WHEREAS, the City of Swartz Creek Planning Commission has reviewed and approved a Planned Unit Development Site Plan, with special land uses for Meijer and,

WHEREAS, the Planned Unit Development satisfies the eligibility criteria of Section 11.01 of the City of Swartz Creek Zoning Ordinance; and,

WHEREAS, the applicant put forth and extended timeline for completion of the project, including possible revisions prior to commencement; and

WHEREAS, the existing Site Plan and all Special Land Uses remain valid contingent upon any revisions;

NOW, THEREFORE, the Swartz Creek City Planning Commission recommends approval of the Site Plan Amendment for a downsizing and layout alternation of the Meijer Store to be constructed at, 4013 Morrish Road, Tax ID No. 58-36-100-001, applicant Michael Kristle (Meijer Inc.), as illustrated in the sites plan dated July 30, 2008, subject to the following conditions and stipulations:

- 1) Identified waivers in the staff SPR review letter dated August 1, 2008 are approved by City Council.
- 2) Approval by the City Council of a planned unit development agreement.

- 3) Comments by Rowe Engineering and other permitting agencies are addressed.
- 4) Meijer Inc. is to provide \$1,500,000 towards the Morrish Road improvements as needed for completion of Phase I.

YES: Ridley, Stephens, Abrams, Bueche, Conner, Florine, Grimes.

NO: None.

Motion declared carried.

Resolution No. 080805-05

(Carried)

Motion by Boardmember Conner
Second by Boardmember Ridley

The Swartz Creek Planning Commission recommends approval of the Final Site Plan for the expansion of the ITT parking lot to be constructed at 6399 Miller Rd, Tax ID No. 58-31-100-033, applicant Delta Land Surveying, as illustrated in the site plan dated July 21, 2008, subject to the following conditions and stipulations:

- 1.) Approval by the City Council of a restrictive covenant that ties the primary use to the parking lot.
- 2.) The extension of the east property line screening fence along the entire western property line of 6355 Miller Road.
- 3.) Installation of a sectional fence with brick columns along Miller Road subject to administrative approval.

YES: Ridley, Stephens, Abrams, Bueche, Conner, Florine, Grimes.

NO: None.

Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY PLANNING COMMISSION MEMBERS:

Adam was commended for all of the work he has done on both of these projects. There is a lot of thought and inspiration. He spends hours in rooms going over plans and discussing things.

The Rules of Procedures are there for review. There is some reading material included regarding urban decay, housing change, and what cities are trying to do to improve the qualities of life.

ADJOURNMENT:

Resolution No. 080805-06

(Carried)

Motion by Commissioner Grimes, support by Commissioner Ridley, the Swartz Creek Planning Commission adjourns the August 5, 2008 Planning Commission meeting.

Unanimous voice vote.

Meeting adjourned at 8:23 pm.

Paul Bueche,
Secretary



City of
Swartz
Creek

City Offices

M-F 8am-4:30pm
810.635.4464
810.635.2887 fax

Police Department

Emergency 911
M-F 8am-5pm
810.635.4401
810.635.3728 fax

Public Services Department

M-F 8am-4:30pm
810.635.4464

Date: December 30, 2008

To: Planning Commissioners
From: Adam Zettel, AICP
RE: January 6, 2009 Planning Commission Meeting

Hello everyone,

We WILL be meeting next week on Tuesday, January 6, 2009. This meeting will be short and generally be limited to house keeping issues such as the attached rules of procedure and the 2009 meeting schedule. I have also included a short annual report that I would like to pass along to the City Council.

After all the talk, it is also time to initiate amendments to the Zoning Appendix A, and I would like to have the Planning Commission set a public hearing date for the regular February meeting to do so. With that said, the winter will usher in an interesting February meeting with new officers to be selected and zoning updates.

Lastly, the long range radar just picked up on the fact that the Master Plan needs to be updated this year as well. So, with not much going on with new developments, at least we can look forward to preparing our plans and maps for the future.

See you Tuesday. If you have any questions or comments, I am available at City Hall at (810) 635-4464.

Sincerely

Adam Zettel, AICP
Zoning Administrator



PLANNING COMMISSION RULES OF PROCEDURE
City of Swartz Creek, Michigan
January 6, 2009

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**ARTICLE I: GENERAL STATUTES, ORDINANCES
AND RULES OF PROCEDURE**

The City of Swartz Creek Planning Commission, hereinafter referred to as the "Commission" has been created pursuant to Act 285 of the Public Acts of 1931, as amended and is governed by the statutes, ordinances, and rules cited in the document.

The City of Swartz Creek Planning Commission has adapted these rules for the transaction of its business and as provided by law. The rules of the Commission are available to the public, upon request, at the city office. The office is located at the Swartz Creek City Hall, 8083 Civic Drive, Swartz Creek, Michigan 48473-1498, which is open for business during hours specified by the City. All communications to the Commission shall be addressed to its Chairperson through the administrative offices located at the above location.

ARTICLE II: COMMISSION POWERS AND MEMBERSHIP

2.1 Powers of commission, Numbers of Members and Term of Office

The Commission exercises powers delegated to it by law. The Commission shall consist of nine (9) members, based on the methods of appointment, qualifications, term of office, procedure for removal, procedure for filling vacancy and terms of members appointed to fill vacancies as set forth in the City Charter and Ordinances.

2.2 Causes for Removal from Commission

Causes for removal of members from the Commission in the manner provided by the City Charter and applicable laws include inefficiency, wrong doing and malfeasance in the office.

2.3 Resignations of Office

A member wishing to resign should give a one (1) month notice of resignation or intent to resign to the Mayor, City Council, City Clerk and/or Chairperson in such a manner as to allow time for appointment of a replacement.

Upon learning of the death or resignation of a member, the Chairperson should promptly notify the Mayor. If a member is unable to perform the duties of office, moves from the jurisdiction, or is no longer qualified for office and fails to resign, the Chairperson should notify the Mayor of such relevant facts and request that appropriate investigation and action be taken.

ARTICLE III: OFFICERS, COMMITTEES AND DUTIES

3.1 Election and Term of Chairperson, Vice-Chairperson and Secretary

On an annual basis, and generally at the regular meeting in February, the Commission shall elect from its membership a Chairperson, Vice-Chairperson and Secretary. They shall take office immediately upon election and shall hold

office for a term of one (1) year, ending after the regular meeting in February and until their successors are elected and assume office.

3.2 Succession of Office

If the Chairperson resigns his/her office or is no longer a member of the Commission, the Vice-Chairperson shall succeed him/her in office for the remainder of the term. If the Vice-chairperson resigns his/her office, is no longer a member of the Commission, or succeeds to the office of Chairperson, the Secretary shall succeed him/her in office for the remainder of the term. If the Secretary resigns his/her office, is no longer a member of the Commission or succeeds to the office of Vice-Chairperson, a special election shall be held at the next regular meeting to elect a Secretary to complete the remainder of the term.

3.3 Duties of Officers

A. Chairperson

The Chairperson shall preside at all meetings and hearings of the Commission. If the Chairperson is absent or unable to preside, the Vice-Chairperson shall preside. If both are absent or unable to preside, the Secretary shall preside. If all officers are absent, the members present shall, by a majority vote, choose a member present to preside.

In accordance with these and other applicable rules, the presiding officer shall decide all points of procedure and order. The Chairperson shall maintain order and decorum, and to that end may order removal of persons who have actually committed a breach of the peace at a meeting.

The Chairperson may appoint up to three (3) members to serve on subcommittees to address specific issues such as:

- Annual Planning Commission Education Budget
- Annual Zoning Board of Appeals Case Review
- Site Plan Approval
- Annual Review of Rules of Procedure
- Master Plan
- Zoning Ordinance Update
- PUD Reviews
- Others for purposes and terms set by the Commission

B. Vice Chairperson

The Vice-Chairperson shall perform all duties delegated by the Chairperson as necessary to insure Commission functions are performed in a timely manner. The Vice-Chairperson shall perform all duties so delegated, and in the case of absence or incapacity of the Chairperson, on approval by majority of the Commission, shall perform any or all duties of the Chairperson, whether or not delegated.

C. Secretary

The secretary monitors the maintenance of the records of the Commission with the assistance from staff or consultants, including correspondences, notices, records and minutes of meetings, resolutions, transactions, findings, determinations, committees, and general clerical work of the commission. The secretary should maintain a book for the Planning Commission Rules of Procedure which shall be kept current. All amendments shall refer to the date and page of the minutes where recorded.

ARTICLE IV: CONDUCT OF COMMISSION IN MEMBERS AND STAFF

4.1 Conflicts of Interest

The Commission recognized that in the performance of its duties, matters will be presented and considered upon which one (1) or more members may have or perceive that they have a conflict of interest due to economic, personal or other reasons; the existence of which will or may be perceived by other members of the commission or general public as having the potential for interfering with or influencing the member's unbiased consideration and vote. It is the policy of the commission to require and encourage a full and accurate disclosure of such conflicts or potential conflicts at the earliest possible time, so that the Commission may determine whether a member may or should abstain from participation and voting.

Consistent with this policy, each member has a duty to disclose any conflicts or potential conflicts and the relevant facts to the extent it does not violate a confidence, to the Commission at the first meeting at which the matter creating the potential conflict is considered. The member's disclosure shall include an indication of whether the potential conflict disclosed will interfere or influence their consideration and vote and whether the member wishes to abstain from voting.

After a disclosure of potential conflict is made by a member, and discussed by the Commission, whether the member may or shall abstain from discussion and voting shall be decided by motion and majority vote of the members in attendance at the meeting, excluding the member of discussion.

Any questions or claims that a member has failed to disclose a potential conflict of interest shall be presented at the first meeting after the matter alleged to create the conflict was considered by the commission. If such questions or claims are made, and after the member with the alleged conflict has had the opportunity to respond, which shall include a statement on whether they wish to vote or abstain, the Commission shall resolve the claim and the member's voting rights by motion to permit or require the member to abstain from consideration and voting. If the member has indicated a desire to participate and vote on the matter, a concurring vote of the majority of the Commission is required to permit said participation and voting.

ARTICLE V: APPLICATIONS

All requests requiring Commission consideration or approval shall be filed in accordance with procedures and requirements set forth in the applicable ordinances.

Completed applications shall be considered at the next available meeting date and may be decided at the same meeting, at another regular meeting of the Commission or at a special meeting.

Items shall be placed on the agenda generally according to the date and time the completed application has been received. However, when preparing the proposed agenda the order may be changed for the purposed of efficiency, expediency or convenience to the public.

The Commission may require such surveys, plans or other information it considers necessary for proper evaluation or consideration of a matter. Where information is lacking or inadequate, the commission may postpone the matter until such time as the required information has been furnished.

When a public hearing is required, notice of the public hearing will be issued in the time and manner specified by law.

ARTICLE VI: MEETINGS

6.1 Regular Meetings

Regular meetings of the Commission are generally held at the Swartz Creed City Hall, 8083 Civic Drive, Swartz Creek Michigan on the first Tuesday of the month, with exceptions required by City holidays, facility scheduling or as noticed in the annual meeting calendar adopted by the Commission. In the event a regular meeting falls upon an official City holiday, such meetings shall be scheduled on the next Tuesday.

6.2 Special Meetings

Special meetings for any purpose may be scheduled by the secretary and City staff and held at the call of the Chairperson, or upon request of two (2) or more members of the commission for a date and time when a quorum is likely that allows at least eighteen (18) hours prior notification.

6.3 Recess or Adjournment

Any regular or special meeting may be adjourned to another specific date, time and place, or to the date, time and place of any previously announced regular or special meeting. Alternatively, the meeting may be adjourned without date. Any such adjournment will terminate the meeting at the point of the motion, and a new meeting will commence at the specified date, time or place, if so stated, or at the next regularly scheduled meeting. Any regular or special meeting may also recess for a brief specific time period. Following the recess, the meeting shall continue from the point when the motion to recess was made.

6.4 Cancellation

If no business is scheduled or if it is determined that there will be insufficient members to achieve a quorum, a meeting may be cancelled or rescheduled by the Chairperson by giving notice to all members and by posting notice for the public at least eighteen (18) hours before the time set for such meeting (or such other time as required by law). Any regular meeting rescheduled under this section must be rescheduled and held on a day in the same month. If a meeting is called to order and it is determined that there is no quorum, the commission may adjourn to the next regularly scheduled meeting without rescheduling another meeting within the same month.

6.5 Quorum

Five (5) members of the commission shall constitute a quorum. Unless otherwise required by law, five (5) affirmative votes shall be required to pass any motion.

6.6 Regular Meeting Agenda and Order of Business

Call to order
Pledge of Allegiance
Roll Call and determination of quorum
Agenda review and approval
Action on minutes of previous meeting(s)
Communications
Meeting Opened to the Public
Old Business and postponed items
New business
Meeting Opened to the Public
Commissioners' comments
Adjournment

6.7 New Business and Public Hearing Procedures

A. Recitation of the Following Rules for a Public Hearing

1. Each person who wishes to address the Commission will be first recognized by the Chairperson and requested to state his/her name and address.
2. Individuals shall be allowed five (5) minutes to address the Commission, unless special permission is otherwise requested and granted by the Chairperson.
3. There shall be no questioning of speakers by the audience; however, the Commission, upon recognition of the Chairperson, may be questioned by the speaker.
4. No one shall be allowed to address the Commission more than once unless special permission is requested, and granted by the Chairperson.
5. One spokesperson for a group attending together will be allowed five (5) minutes to address the Commission unless special permission has been requested, and granted by the Chairperson.
6. Those addressing the Commission shall refrain from being repetitive of information already presented to the Commission.
7. All comments and/or questions shall be directed to and through the Chairperson.

B. The Order of Business Shall Be As Follows:

1. Applicant's presentation.
2. Staff/Staff Consultant presentation.
 - a. Correspondence received relative to the request
 - b. Special studies or other reports
 - c. Recommendations
3. Chairperson opens public hearing (if applicable), or otherwise seeks comments from the public.
4. Chairperson closes public hearing and/or public comment section.
5. Applicant response.
6. Planning Commission conducts formative discussion.
7. Motion.
8. Discussion on motion.
9. Vote.

6.8 Miscellaneous Requirements

Except as otherwise specified by these Rules, parliamentary procedures of the Commission during meetings shall generally be in accord with most recent Robert's Rules of Order, as necessary for the orderly, efficient and understandable transaction of business.

All meetings of the Commission are subject to the Open Meetings Act.

6.9 Applicant Presentations

At meetings and/or hearings, any applicant or person may appear or be represented by authorized agents. Such agents shall, upon request, present sufficient written evidence of their authorization. If the applicant or authorized agent is not present at a meeting, the Commission may refuse to hear or take action on the case unless required by law. This section shall not prohibit the commission from conducting a hearing or receiving testimony if public notice of a hearing has been given. This section shall not prevent the commission from taking action on a case if the applicant or authorized agent is not present.

6.10 Conduct at Meetings

The Chairperson shall control the conduct of the meeting. Commission members or staff may, through the Chairperson, direct questions to the applicant or any person from the audience to bring out pertinent facts. The Chairperson or Commission members may call for pertinent facts from the staff, or make appropriate comments pertinent to the case. All questions or comments shall be directed to or through the Chairperson, unless otherwise permitted by the Chairperson. Commission members should not debate or argue with persons in the audience.

Commission members shall never conduct private conversations at any time during the meeting. Full attention shall be given to the individual holding the floor.

If an important question arises or clarification is needed during the applicant's presentation, the presentation may be politely interrupted through the

Chairperson. If the speaker yields, then the question or point of clarification may be asked. However, the comments must pertain directly to the subject matter and must be for clarification purposes only. Comments, opinions and other discussion should be deferred to the times allotted for the Commission members.

During Commission deliberations, the Chairperson will individually recognize each member in order to make sure all members have been considered. Comments should be kept as brief and concise as possible.

Before a motion is made, adequate time for broad discussion should be allowed. After the motion is made and seconded, discussion should be limited to the motion only. While not required, it is preferred that motions be stated in the positive relative to the request. This assures that a yes vote means approval and a no vote means disapproval. Commission members may vote against his/her own motion, if necessary.

ARTICLE VII: COMMISSION DECISIONS

Decisions of the Commission are recorded in the Commission minutes, including the findings made by the Commission. The minutes are subject to the Commission's approval.

All decisions, resolutions, findings, determinations and actions by the Commission shall be by motion. All votes on motions shall be by roll call or other method that allows the vote of each member to be recorded.

ARTICLE VIII: WITHDRAWAL OF APPLICATIONS AND TABLING CONSIDERATIONS

On written request from the applicant or authorized agent, an application may be withdrawn at any time before the Commission makes its decision on the case. A verbal request may be made at the scheduled public meeting.

On its own motion, or upon receipt of a request by an applicant or the applicant's authorized agent, the Commission may postpone consideration of cases indefinitely or postpone to a certain date.

ARTICLE IX: AMENDING OR WAIVING RULES

These rules may be amended by a majority vote of the members of the Commission, except where such amendment would be contrary to requirements or limitations set by law. An amendment may be proposed at any regular meeting of the Commission, and shall not be acted upon until the following regular meeting.

Unless prohibited by law, a Rule of Procedure may be suspended or waived at any meeting by unanimous vote Commission members present.

ARTICLE X: SEVERABILITY

These Rules of Procedure and each of the various parts, sections, sub-sections, provisions, sentences and clauses are severable. If any part, section, sub-section, provision, sentence or clause is found to be invalid or unenforceable for any reason by a court of competent jurisdiction, such finding shall not affect the validity of the remainder of these Rules of Procedure, which shall remain in full force and effect.

ARTICLE XI: ADOPTION AND REPEAL

These Rules of Procedure shall become effective immediately upon adoption by the Planning Commission of the City of Swartz Creek, and all previous Rules of Procedure shall be repealed.

These Rules were adopted by the City of Swartz Creek Planning Commission on the 6th day of January, 2009; and shall take effect immediately.

Chairperson

Secretary

Effective Date: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION
2009 MEETING SCHEDULE**

REGULAR MEETINGS ARE TO BE HELD ON THE FIRST TUESDAY OF EACH MONTH IN THE SWARTZ CREEK CITY COUNCIL CHAMBERS, 8083 CIVIC DR, SWARTZ CREEK, MI 48473 AT 7:00 P.M.

SPECIAL MEETINGS SHALL BE CALLED IN ACCORDANCE WITH THE PLANNING COMMISSION RULES OF PROCEDURE AND THE OPEN MEETINGS ACT.

MEETINGS MAY BE CANCELLED AND RESCHEDULED IN ACCORDANCE WITH THE PLANNING COMMISSION RULES OF PROCEDURE AND THE OPEN MEETINGS ACT.

Meeting Dates:

January 6, 2009

February 3, 2009

March 3, 2009

April 7, 2009

May 5, 2009

June 2, 2009

July 7, 2009

August 4, 2009

September 1, 2009

October 6, 2009

November 3, 2009

December 1, 2009

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION
ZONING BOARD OF APPEALS
2008 ANNUAL REPORT

Honorable Richard Abrams
Swartz Creek City Council & Planning Commissions

Greetings and Happy New Year,

Introduction

The following is a summary report of the activities of the Planning Commission and Zoning Board of Appeals for the calendar year of 2008. This report is not to be confused with the monthly building report. Rather, this document is intended to summarize the general status and open-meeting decisions made by the Planning Commission (PC) and Zoning Board of Appeals (ZBA).

Summary Findings

The present state of both the PC and ZBA are quite good. Attendance and participation are high, resources are adequate, and all plans, procedures, and policies are up to date. Furthermore, it has not been as slow of a year for these bodies as one might expect. The Planning Commission reviewed some substantial commercial and institutional projects and oversaw a second review of the Meijer project. This activity level is consistent with or even greater than that of the previous years. There was even one request for housing in the city this year with Cedar Creek. However, requests for rezones or industrial projects have been non-existent.

The ZBA on the other hand met for the first time in two years! In conjunction with this rare meeting I conducted a training session that I feel was helpful and well received by the Commissioners. I should note that the inquiries for variances to staff have been constant, but almost all potential applicants decline to submit an official application after learning of the Zoning Ordinance requirements for variance approval. The fact of the matter is that variances are tough to get, and most projects would not even come close to qualifying. As such, I have made it a point to try to 'weed' out applications that, in my opinion, would only waste the applicants' time and money. This explains the lack of ZBA meetings.

Concerning membership, both boards have lost some members this year. The PC lost a good Commissioner in Tom Kolhoff due to resignation. The ZBA also lost both alternates in Ken Keyes and James Florence. Of course, this means that we added some new faces this year as well. Congratulations and a warm welcome go out to James Florence (PC), John Gilbert (ZBA), and Bradley Stiff (ZBA).

Facts & Figures on Projects

Below is an exhaustive list of projects that were reviewed by the Planning Commission and Zoning Board of Appeals.

Project	Type	Review	Location	Size/Units	Value	Month	Approval	Status
Kroger	Commercial Dev	Site Plan	7084 Miller	11,500 Sq Ft	~\$1M	Jan	Yes	Near Completion
Cedar Creek	Multi-Family/Condo	Second Site Plan	9279 Miller	15 Units	~\$1.5M	May	Yes	Site Development
NCVW Assisted Living	Multi-Family/Assisted Living	Site Plan & Special Use	7276 Miller	51 Unit	~\$5M	Jul	Yes	Approved, No Permits
Meijer Inc.	Supermarket	Second Site Plan	4013 Morrish	157K Sq Ft	~\$20M	Aug	Yes	2010 Start
ITT Inc.	Parking Area	Site Plan	6399 Miller	57 Spaces	~\$800K	Aug	Yes	Approved, No Permits
Woods Collision	Expansion	Setback & Use Variance	5015 Third	500 Sq Ft	~\$30K	Nov	Yes	Approved, No Permits

Boardmembers & Commissioners

Below is the current list of the PC and ZBA membership.

PLANNING COMMISSION	
Robert Florine	5914 Cross Creek
James Florence	4296 Springbrook
Kathy Ridley	3414 Elms
Carl Conner	4061 Elms
Douglas Stephens (Chairperson)	5250 Birchcrest
Bud Grimes	5171 Oakview Drive
C. David Hurt	9214 Chesterfield
Paul Bueche	8083 Civic Dr
Richard Abrams	5352 Greenleaf Dr

ZONING BOARD OF APPEALS	
Douglas Stephens	5250 Birchcrest
Ronald Smith, Secretary	9194 Chesterfield
Curt Porath Council Rep	4485 Frederick St.
Ronald Schultz, Chairperson	4279 Springbrook
James Packer, Vice Chairperson	7216 Miller Rd.
Bradley Stiff (Alternate)	9040 Chesterfield Dr.
John Gilbert (Alternate)	7459 Miller Rd.

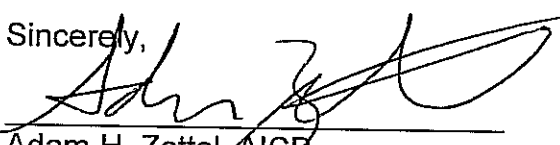
Conclusions - Looking Forward

In the coming year, it really does look like there will not be a lot going on concerning development or other reviews for these two bodies. However, it is expected that the Zoning Appendix and Master Plan shall need to be revisited, and this is quite a bit of work. In fact, a public hearing is proposed for February in which to hear comments on proposed changes to the Zoning text and map.

I also wish to budget some money to send members of both boards to training. I also plan on attending additional training courses in an effort to improve upon my skills and retain my certification.

That's it for now. This concludes the first ever report on the PC and ZBA. Pretty awesome huh? Please contact me directly if you have any comments or inquiries on the matter. We are happy to receive comments in person, in writing, over the phone, or via e-mail. Please visit the city website at www.cityofswartzcreek.org for more contact information.

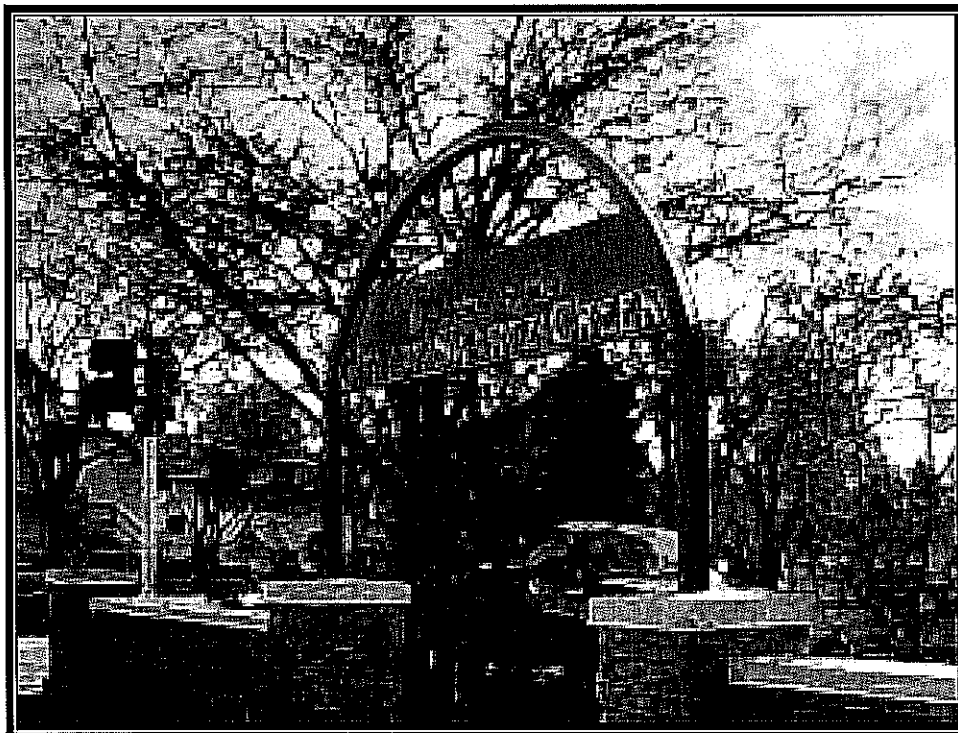
Sincerely,



Adam H. Zettel, AICP
Assistant City Manager
City of Swartz Creek

CITY OF SWARTZ CREEK

Downtown Development Authority



Meeting of January 8, 2009

6 pm in the Swartz Creek City Council Chambers

City of Swartz Creek

AGENDA

**Downtown Development Authority, Thursday January 08, 2009, 6:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

- 1. CALL TO ORDER:**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. ROLL CALL:**
- 4. MOTION TO APPROVE MINUTES:**
 - 4A. Board Meeting, October 9, 2008
- 5. APPROVE AGENDA:**
 - 5A. Proposed or Amended Agenda, January 9, 2009
- 6. REPORTS & COMMUNICATIONS:**
 - 6A. Resolutions
 - 6B. October 9, 2008 Minutes
 - 6C. DDA January Meeting Letter
 - 6D. DDA Rules of Procedure
 - 6E. Meijer Letter
- 7. MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
- 8. BUSINESS:**
 - 8A. Facade Program (Discussion)
 - 8B. Rules of Procedure (Resolution)
 - 8C. Meijer (Discussion)
 - 8D. Projects (Discussion)
- 9. MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
- 10. REMARKS BY MEMBERS:**
- 11. ADJOURNMENT:**

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTIONS
THURSDAY, JANUARY 8, 2009
6:00 P.M.

Resolution No. 081009-__ **(Carried/Denied)**

Motion by Boardmember _____, support by Boardmember _____,
the Swartz Creek DDA approves the minutes for the October 9, 2008 DDA
meeting.

YES: _____.

NO: _____. Motion declared carried/denied.

Resolution No. 081009-__ **(Carried/Denied)**

Motion by Boardmember _____, support by Boardmember _____,
the Swartz Creek DDA approves the agenda for the January 8, 2009 DDA
meeting.

YES: _____.

NO: _____. Motion declared carried/denied.

Resolution No. 081009-__ **(Carried/Denied)**

Motion by Boardmember _____, support by Boardmember _____,
the Swartz Creek DDA approves the revised DDA Rules of Procedure dated
January 8, 2009.

YES: _____.

NO: _____. Motion declared carried/denied.

Resolution No. 081009-__ **(Carried/Denied)**

Motion by Boardmember _____, support by Boardmember _____,
the Swartz Creek DDA adjourns the January 8, 2008 DDA meeting.

YES: _____.

NO: _____. Motion declared carried/denied.

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY
DATE 10/09/2008**

The Regular Meeting was called to order at 6:07 by Board Member Abrams in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board Members Present: Abrams, Mardlin, Mattson, Nemer (late), Raffaelli, and Gardner.

Board Members Absent: Bueche, Hull, and Eckerdt.

Staff Present: Adam Zettel

Others Present: Janet and Roy Hodge.

APPROVAL OF MINUTES:

Resolution No. 081009-01

(Carried)

Motion by Board Member Raffaelli
Second by Board Member Mattson

The Swartz Creek City Downtown Development Authority approves the Minutes of the Regular Board Meeting September 11, 2008, to be circulated and placed on file.

YES: Abrams, Mardlin, Mattson, Gardner and Raffaelli.
NO: None. Motion declared carried.

APPROVAL OF ADGENDA:

Resolution No. 081009-02

(Carried)

Motion by Board Member Raffaelli
Second by Board Member Mardlin

The Swartz Creek City Downtown Development Authority approves the Agenda of the Regular Board Meeting of October 9, 2008 with the Amendment of item 8D Beautification Project added.

YES: Abrams, Mardlin, Mattson, Gardner, and Raffaelli.
NO: None. Motion declared carried.

MEETING OPEN TO THE PUBLIC:

None.

BUSINESS:

Façade Program

Mr. Zettel talked about a change to the Façade Improvement Program Description to include the statement "Grant dollars shall not be used to reimburse work completed before the project was awarded by the Board and a façade agreement has been executed". An article will be placed in the paper to promote the program.

Hodge Application

The Hodge application was discussed. They would like to appeal the decision that they were not granted funds as the board decided during the last meeting. The Hodge's presented their case to the board.

Resolution No. 081009-03

(Carried)

Motion by Board Member Abrams
Second by Board Member Raffaelli

The Swartz Creek Downtown Development Authority approves the façade improvement application reimbursement request for Janet Hodge, 8057 Miller Road, in an amount not to exceed ½ of the low bid of \$11,738.00 which is equal to \$5,869.00.

YES: Abrams, Mardlin, Mattson, Nemer, Gardner, and Raffaelli.
NO: None. Motion declared carried.

Potential Public Improvements

There was a discussion regarding if public improvements should be made to the downtown area or north of town on Morrish Road, and if it should be done before or after Meijer's starts to build. The arch downtown definitely needs improvements. Mr. Zettel is going to check on the bonding agent and organizing information only, but not to put a bonding agreement together at this point.

Beautification Project

Sandy Raffaelli said three hundred daffodil bulbs were planted and it will be a big splash next spring. Everyone is on board with the scarecrows and the fall decorating.

MEETING OPEN TO PUBLIC:

CITY OF SWARTZ CREEK, MICHIGAN
MINUTES OF DOWNTOWN DEVELOPMENT AUTHORITY – October 9, 2008

None.

REMARKS BY BOARD MEMBERS:

Boardmember Mattson stated they changed the date of the art fair to August 29, 2009.

Boardmember Mattson liked the beautification being done.

Boardmember Abrams talked about Genesee County Metropolitan Planning Commission training. The training is on Saturday October 18, 2008 at the MTA Conference Center.

Chairman Nemer apologized for being tardy. He is happy that the way the Hodge's decision came together.

ADJOURNMENT:

Resolution No. 081009-04

(Carried)

The Swartz Creek Downtown Development Authority unanimously declared the meeting adjourned at 7:12 p.m.

Mark Nemer
Chairman

Paul D. Bueche
Secretary



City Offices
M-F 8am -5pm
810.635.4464
810.635.2887fax

City Manager's Office
M-F 8am-5pm
810.635.3600

Police Department
Emerg: 911
810.635.4401
810.635.3728 fax

Public Services Department
M-F 8am-4:30pm
810.635.4495

Date: January 2, 2009

To: DDA Board Members
From: Adam Zettel
RE: January 8, 2009 DDA Board Meeting

Hello everyone,

I hope everyone had a great New Year! **There will be a DDA meeting this coming Thursday, January 8, 2009 to discuss some general house keeping items.**

On the agenda, I have included some discussion the coming year's projects, the façade program, the Meijer store progress, and a quick update to the rules of procedure for the DDA board.

See you all next Thursday! If you have other items you would like to see discussed, give me a call and I can put them on the agenda. I am available at City Hall at (810) 635-4464.

Sincerely,

Adam Zettel, AICP
Assistant City Manager
(810)-635-4464
azettel@cityofswartzcreek.org



RULES GOVERNING
THE DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF SWARTZ CREEK

ARTICLE I

PURPOSES

Section 1, Statement of purposes. The purpose or purposes for which the Authority is organized are as follows: To act as a downtown development authority in accordance with Act 197 of the Public Acts of 1975, as amended; including but not limited to; to correct and prevent deterioration in downtown district; to encourage historical preservation; to create and implement development plans, to promote the economic growth; to encourage the expansion of commercial enterprises. In furtherance of these purposes, the Authority shall have all of the powers which now are or hereafter may be, conferred by law on authorities organized under Act 227, Public Acts of 1972, Act 149, Public Acts of 1911; Act 202, Public Acts of 1943; Act 94, Public Acts of 1933; Act 344, Public Acts of 1945, as amended; and particularly the powers granted by Act 197, Public Acts of 1975, and especially Section 7 thereof, to wit:

- (a) Prepare an analysis of economic changes taking place in the downtown district.
- (b) Study and analyze the impact of metropolitan growth upon the downtown district.
- (c) Plan and propose the construction, the renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the Board, aids in the economic growth of the downtown district.
- (d) Develop long-range, plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the downtown district and to promote the economic growth of the downtown district, and take such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.
- (e) Implement any plan of development in the downtown district necessary to achieve the purposes of Act 197, in accordance with the powers of the Authority as granted by Act 197.

- (f) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.
- (g) Acquire by purchase or otherwise, on terms and conditions and in a manner the Authority deems proper or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests therein, which the Authority determines is reasonably necessary to achieve the purposes of this, and to grant or acquire licenses, easements, and options with respect thereto.
- (h) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances thereto, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination thereof.
- (i) Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the Authority.
- (j) Lease any building or property under its control, or any part thereof.
- (k) Accept grants and donations of property, labor, or other things of value from a public or private source.
- (h) Acquire and construct public facilities.

subject to any amendments to said statute either increasing or diminishing the powers of Downtown Development Authorities formed thereunder.

ARTICLE II

OFFICES

Section 1. Offices. The Authority may have such offices as the Board may determine, or the affairs of the Authority may require from time to time.

ARTICLE III

BOARD

Section 1. General Powers. The affairs of the Authority shall be managed by its Board.

Section 2. Number, Tenure and Qualifications. The Board of the Authority shall consist of nine (9.) persons, the Chief Executive Officer of the City of Swartz Creek and, eight (8) members. The members shall be appointed for a term of four (4) years, except that of the members first appointed, two shall be appointed for one (1) year, two for two (2) years, two for three (3) years, and two for four (4) years. At least five of the members shall be persons having an interest in property located in the downtown district. At least one of the members shall be a resident of the downtown district, if the district has 100 or more persons residing within it.

Section 3. Selection of Board Members. The Chief Executive Officer of the City of Swartz Creek with the advice and consent of the City Council, shall appoint the members of the Board. Subsequent Board members shall be appointed in the same manner as the original appointments at the expiration of each member's term of office.

Section 4. Expiration of Term; Continuation in Office; Reappointment; Filling Vacancies. Members whose term of office has expired shall continue to hold office until his/her successor has been appointed with the advice and consent of the City Council to serve additional terms. If a vacancy is created by the death, resignation, or removal of a member, a successor shall be appointed with the advice and consent of the City Council within thirty (30) days to hold office for the remainder of the term so vacated.

Section 5. Removal. Pursuant to notice and an opportunity to be heard, a member may be removed from office for inefficiency, neglect of duty, misconduct, malfeasance, or any other good cause by a majority vote of the City Council.

Section 6. Disclosure of Interests. A board member who has a direct interest in any matter before the Authority shall disclose his/her interest prior to the Authority taking any action with respect to the matter, which disclosure shall become a part of the record of the Authority's official proceedings. Further, any member making such disclosure, shall then refrain from participating in the Authority's decision making processes relative to such matter.

Section 7. Annual Meeting. An annual meeting of the Board shall be held on the second Thursday in the month of June in each year beginning with the year 2009 at the hour of six, o'clock p.m. for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If the election of officers shall not be held on the day designated herein for any annual meeting or any adjournment thereof, the Board shall cause the election to be held at a regular or special meeting of the Board within 90 days of the annual meeting.

Section 8. Regular Meetings. Regular meetings of the Board shall be held at such time and place as the Board shall from time to time determine.

Section 9. Special Meetings. Special meetings of the Board may be called by or at the written request of the chairman or any two members. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meetings of the Board called by them.

Section 10. Notice of Meetings. Except as otherwise provided by law, all meetings shall be preceded by public notice in accordance with Public Act 267 of the Public Acts of 1976, as amended.

Section 11. Quorum and Voting. A majority of the members of the Board then in office shall constitute a quorum for the transaction of business. In the event that effective membership is reduced because of Disclosure of Interest (Article III, Section 6), a majority of the remaining members of the Board then in office shall constitute a quorum for the transaction of business.

Except in those cases where a larger majority is required by law, no motion, resolution or action shall be adopted or passed, nor shall any appointment be made, nor any person removed from office as permitted by these Rules, except by the affirmative vote of at least five (5) members of the Board.

Section 12. Public Meetings. The meetings of the Board' shall be public.'

Section 13. Compensation of Members. Members of the Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses subject to authorization by a vote of two-thirds of the majority of the Board members then qualified to vote.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the Authority shall be a chairman and vice-chairman.

Section 2. Election and Terms of Office. Officers of the Authority shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held within 90 days of such meeting. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Authority would be served thereby.

Section 4. Vacancies. A vacancy in office because of death, resignation,

removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. Chairman. The chairman shall preside at all meetings of the Board and shall discharge the duties of the presiding officer.

Section 6. Vice-Chairman. In the absence of the chairman or in event of his/her inability or refusal to act, the vice-chairman shall perform the duties of the chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairman. Any vice-chairman, shall perform such other duties as from time to time may be assigned to him/her by the chairman or by the Board.

Section 7. Employment of Personnel. The Board may employ personnel as deemed necessary by the Board. Such personnel may include, but not be limited to, a director, treasurer, secretary and legal counsel.

Section 7.1. Director. The Board may employ and fix the compensation of a director, subject to approval by the City Council. The director shall serve at the pleasure of the Board. A member of the Board shall not hold the position of director while serving on the Board. The Board may require the director to post a bond payable to the Authority for the use and benefit of the Authority. The premium for such bond is to be paid by the Authority. Subject to the approval of the Board, the director shall supervise, and be responsible for the preparation of plans and the performance of the functions of the Authority. The director shall attend the meetings of the Board, and shall render to the Board and to the City Council a regular report covering the activities and financial condition of the authority. The director shall furnish the Board with information or reports governing the operation of the Authority as the Board requires. If the director is absent or disabled, the Board may delegate his/her functions and responsibilities to any person otherwise qualified under this section. Such other person shall be designated as the acting director.

Section 7.2. Treasurer. The Board may employ and fix the compensation of a treasurer, who shall keep the financial records of the Authority and who, together with the director, shall approval all vouchers for the expenditure of funds of the Authority. If required by the Board, the treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board shall determine. He shall have charge and custody of, and be responsible for, all funds and securities of the Authority; receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these rules; and in general perform all the duties incident to the office of treasurer and such other duties as shall be assigned from time to time by the Board.

Section 7.3. Secretary. The Board may employ and fix the compensation of a secretary, who shall maintain custody of the official seal and of records, books,

documents, or other papers not required to be maintained by the treasurer. The secretary shall attend meetings of the Board and keep a record of its proceedings. The secretary shall see that all notices are duly given in accordance with the provisions of these rules or as required by law and shall keep a register of the post office address of each Board member as furnished by such member. The secretary shall also perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the Board.

Section 7.4. Legal Counsel. The Board may retain legal counsel to advise the Board in the proper performance of its duties and to represent the Authority in actions brought by or against the Authority.

ARTICLE V

COMMITTEES

Section 1. Committees of Members. The Board, by resolution adopted by a majority of the Board, may designate and appoint one or more committees, each of which shall consist of two or more members, which committees shall have and exercise such authority as shall be granted to them by such resolution; provided, however, such committee shall not have the power or authority to adopt an agreement of merger or consolidation or an agreement for the sale, lease or exchange of all, or substantially all of the Authority's property and assets, dissolve the Authority or amend the rules of the Authority. Except as otherwise provided in such resolution, the members of such committee shall be members of the Authority and the Chairman shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Authority shall be served by such removal.

Section 2. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Authority and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Section 4. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board may authorize the chairman, agent or agents of the Authority, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Authority, shall be signed by two persons as designated by the Board.

Section 3. Deposits. All funds of the Authority shall be immediately deposited to the credit of the Authority in such banks, trust, companies or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Authority any contribution, gift, bequest or devise for the general purposes or for any special purposes of the Authority.

ARTICLE VII

BOOKS AND RECORDS

The Authority shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board and committees having any of the powers of the Board, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Authority shall be open to the public at all times. An annual audit shall be conducted by an independent Certified Public Accountant and published, and shall be in compliance with Public Act No. 2 of 1968 and Public Act 621 of 1978.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE IX

AMENDMENTS TO RULES

These rules may be altered, amended or repealed and new rules may be adopted by a majority of the members present at any regular meeting if written notice is given of intention to alter, amend or repeal or to adopt new rules at such meeting. The full nature of the rule change shall be included in the notice. Adoption of rule changes shall require affirmative votes by the majority of the members appointed. Changes in these rules are subject to approval by the City Council.

These Rules were adopted by the City of Swartz Creek Downtown Development Authority on the 8th day of January, 2009; and shall take effect immediately.

Chairperson

Secretary

Effective Date



Real Estate

Mike Kinstle

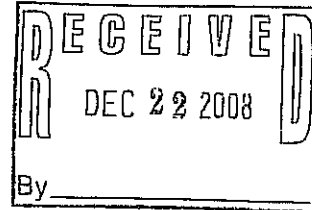
Vice President of Real Estate

Telephone: (616) 791-2558

FAX: (616) 735-8887

Mike.Kinstle@Meijer.com

December 19, 2008



Mr. Adam Zettel, AICP
Asst. City Manager/Zoning Administrator
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Re: Meijer's Swartz Creek Site

Dear Adam:

As I discussed with you on the phone, Meijer has decided to postpone the opening of its new store in Swartz Creek that was planned to open in 2010. While a final decision has not been made regarding a new opening date, the earliest date would be sometime in 2011.

Also, please be assured that this decision does not change Meijer's obligations pertaining to the Morrish Road Improvement Project, contained in the Development Agreement between Meijer and the City, dated October 17, 2008.

If you have any questions, please do not hesitate to contact me.

Sincerely,

MEIJER

Mike Kinstle
Vice President Real Estate

DATE: DECEMBER 15, 2008
TIME: 6:00 PM
LOCATION: STATION 1
SUBJECT: SWARTZ CREEK AREA FIREBOARD AGENDA



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

- II. APPROVAL OF MINUTES
 - A. NOVEMBER 17, 2008 MEETING:

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

- IV. PROFESSIONAL SERVICE REPORTS:
 - A. NOVEMBER FINANCIAL REPORT:
 - 1. Applicable line item transfers will be performed before the end of the year and presented to the Fireboard in January.
 - B. NOVEMBER BILLS LIST:

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

 - B. MIOSHA, FIREFIGHTER RIGHT TO KNOW (RTK) COMMITTEE: (Chairman ?, Richard Derby, Rick Clolinger and Brent Cole)
 - Attached is an email correspondence between Chairman Messer and Chief Cole, including 1998 minutes records related to the history of the MIOSHA RTK Committee.***
 - 1. HEALTH AND SAFETY SUBCOMMITTEE: Chairman Greg Childers (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)

 - C. FIRE CHIEF PERFORMANCE EVALUATION: (Chairman Ray Thornton, Richard Derby and David Hurt)
 - 1. Ratings system for Fire Chief Evaluation

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

 - B. 2009 BUDGET: status report for the Elected Representatives

C. ANALYSIS OF BIDS FOR UNIFORMS: Bids from Allie Brothers and Nye uniform are attached. Also attached is spread sheet from Lieutenant Rich Tesner that gives two (2) options for consideration. Lieutenant Tesner presentation and recommendation:

D.

E.

VII. NEW BUSINESS:

A. NEW MEMBERS FOR PLACEMENT ON PROBATION: none

B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none

C. MEMBERS RESIGNING/TERMINATING:

Brian VanWormer, originally hired December 17, 2001, was placed on probationary by the Fireboard, effective April 1, 2008. Brian was on medical leave, and unable to respond to alarm from August 23 to November 7, which extended his probationary period to January 14, 2009. Attached are documents associated with his voluntary resignation as prescribed under the SCAFD By Laws, Requirements for Membership, subsection L.

Chief Cole recommends accepting Brian VanWormers voluntary resignation, pursuant to By Laws section L, under Requirements for Membership effective December 15, 2008.

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. INTERNET PHONE SERVICE FOR STATION 2: Attached is a copy of the latest Verizon phone bill for the 2 phones at station 2 in the amount of \$97.57. Charter Communications can provide phone service, which includes 100 minutes free long distance for \$46.50 per month. Chief Cole investigated the potential for internet access also, but the cost did not justify the need. TWC, another internet phone provider was contacted. They do not allow the phone we currently have to be transferred to their system. In addition, they are more expensive. With Charter, we can keep our current phone numbers. They are the only other internet phone provider that can be utilized at station 2.

Chief Cole requests permission to switch phone service from Verizon to Charter Communications.

F. APPROVAL OF THE 2009 FIREBOARD MEETING SCHEDULE: Attached is a copy of the proposed 2009 Fireboard meeting schedule.

G. FEMA GRANT FOR SCBA APPROVAL ACCEPTANCE: Attached please find an approval letter from FEMA for the SCBA grant. Also attached is a Request Grant Amendment that was submitted to FEMA on December 4, 2008. It's narrative indicates additional requests based on the difference between the grant amount and the bid received from Douglass Safety. Swartz Creek City Council approved their contribution at the December 8 meeting. At the time of publication, Clayton Township had not held their meeting.

Chief Cole recommends the Fireboard accept participating in the FEMA grant as presented.

VIII. GENERAL INFORMATION:

A. MUNICIPAL BILLINGS for November.

B. The flower fund balance is currently \$30.00.

C. SOG 614 update. One copy includes the specific additions and changes, another copy does not.

D.

E.

F.

G.

H.

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

REGULAR MEETING

NOVEMBER 17, 2008

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #2, November 17, 2008. 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
- Secretary/Treasurer, Boots Abrams
- Clayton Representative, Richard Derby
- City Representative, Ray Thornton
- City Representative, Rick Clolinger
- Clayton Representative, Greg Childers
- City Representative, Dave Hurt

Board Members Absent: None

Staff Present:

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

Staff Absent:

- Asst. Chief, Eric Merriam

Others Present:

- Jack King, Batt. Chief
- Karen Merriam, Firefighter
- Rich Tesner, Lieutenant
- Steve Tabit, Captain
- Chuck Shinowskis, Clayton Twp
- Dave Dorr, Douglass Safety Systems
- Mike Kelly, MUTCD
- Glenda Brew, MDI
- Curt Porath, City of Swartz Creek

C. AGENDA: ADDITIONS/CHANGES/DELETIONS/APPROVAL:

- **Resolution 111708-01**
Motion by Boots Abrams
Second by Dave Hurt

The SCAFD Board does hereby approve the changes to V.C. of the agenda.

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

NO: None Motion declared carried

- **Resolution 111708-02**
Motion by Dave Hurt
Second by Greg Childers

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

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

NO: None Motion declared carried

D. SPECIAL PRESENTATIONS: Presentation by Mike Kelly regarding National Manual on Uniform Traffic contro Devices and the use of traffic safety cones and signs.

II. APPROVAL OF MINUTES

A. OCTOBER 20, 2008 BOARD MEETING

- **Resolution 111708-03**
Motion by Ray Thornton
Second by Boots Abrams

The SCAFD Board does hereby approve the minutes of the October 20, 2008 board meeting, as presented.

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

NO: None Motion declared carried

III. CORRESPONDENCE:

A. OCTOBER INCIDENT SUMMARY REPORT:

- Resolution 111708-04
Motion by Dave Hurt
Second by Rick Derby

The SCAFD Board does hereby accept the October 2008 Incident Summary, as presented
 YES: Abrams, Childers, Clolinger, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

IV. PROFESSIONAL SERVICE REPORTS:

A. OCTOBER FINANCIAL STATEMENT:

- Resolution 111708-05
Motion by Rick Derby
Second by Dave Hurt

The SCAFD Board does hereby approve the October 2008 financial statement, as presented
 YES: Abrams, Childers, Clolinger, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

B. OCTOBER BILLS LIST:

- Resolution 111708-06
Motion by Rick Derby
Second by Ray Thornton

The SCAFD Board does hereby approve the October 2008 bills list, as presented.
 YES: Abrams, Childers, Clolinger, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

V. COMMITTEE REPORTS:

A. BY-LAWS COMMITTEE MEETING

- 1 Complete By-laws submitted
- 2 Equipment Disposal: waiting for information from municipalities

B. MIOSHA, RIGHT TO KNOW COMMITTEE: NONE

1. Health & Safety Subcommittee

C. FIRE CHIEF PERFORMANCE EVALUATION:

- Resolution 111708-07
Motion by Dave Hurt
Second by Boots Abrams

The SCAFD Board does hereby postpone this matter to the next regular board meeting.
 YES: Abrams, Childers, Clolinger, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

VI. OLD BUSINESS

A. APPARATUS UPDATE:

1. Monthly report from Batt. Chief King

B. 2009 BUDGET STATUS:

- Resolution 111708-08
Motion by Rick Derby
Second by Boots Abrams

The SCAFD Board does hereby accept the revised 2009 budget and directs the chief to forward to the municipalities.
 YES: Abrams, Childers, Clolinger, Derby, Hurt, Thornton, Messer
 NO: None Motion declared carried

C. TURN OUT GEAR PURCHASE:

- Resolution 111708-09
Motion by Rick Derby
Second by Boots Abrams

The SCAFD Board does hereby approve the purchase of 5 sets of turnout gear from Douglass Safety Systems in the amount of \$7450.00, plus shipping.
 YES: Abrams, Childers, Derby, Hurt, Thornton, Messer
 NO: Clolinger Motion declared carried

D. TRAFFIC SAFETY EQUIPMENT PURCHASE:

- Resolution 111708-10
Motion by Boots Abrams
Second by Dave Hurt

The SCAFD Board does hereby approve the purchase of 40 28" traffic cones & 8 48" traffic signs from Douglass Safety Systems in the amount of \$2810.00, plus shipping.
 YES: Abrams, Childers, Derby, Hurt, Thornton,
 NO: Clolinger, Messer Motion declared carried

E. DRESS UNIFORM BIDS: bids were received from Nye Uniform and Allie Bros. Uniform

• Resolution 111708-11

Motion by Ray Thornton

Second by Dave Hurt

The SCAFD Board does hereby postpone this matter to the next regular board meeting.

YES: Abrams. Childers, Clolinger, Derby, Hurt, Thornton, Messer

NO: None Motion declared carried

VII. NEW BUSINESS

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

B. MEMBER TO COME OFF PROBATION: NONE

C. MEMBERS RESIGNING/TERMINATING: NONE

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: None

E. ELECTION OF VICE CHAIRMAN:

• Resolution 111708-12

Motion by Boots Abrams

Second by Rick Clolinger

The SCAFD Board does hereby approve the addition of VII. E. to the agenda

YES: Abrams. Childers. Clolinger. Derby. Hurt. Thornton, Messer

NO: None Motion declared carried

• Resolution 111708-13

Motion by Boots Abrams

Second by Rick Clolinger

The SCAFD Board does hereby nominate and elect Ray Thornton to the position of Vice-Chairman.

YES: Abrams. Childers. Clolinger. Derby. Hurt. Thornton, Messer

NO: None Motion declared carried

VIII. GENERAL INFORMATION

A. MUNICIPAL BILLINGS

B. FLOWER FUND IS CURRENTLY \$10 00

C. CHRISTMAS PARADE: 12/06/08 6 00[M

D. DECEMBER 15th Swartz Creek Area Fire Board meeting will begin at 6:00 to accommodate the City Council Meeting

E. SOG 614 & TABLE OF CONTENTS

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:

Clolinger: None

Derby: Welcome to Dave Hurt

Childers: Welcome to Dave Hurt

Abrams: Welcome to Dave Hurt

Congratulations to Ray on being elected Vice Chairman

Congratulations to the new municipality board members

Thank you to Mike Kelly for his presentation

Thank you to Capt. Tabit for turn-out gear inventory

Selling tickets for 12/05/08 Chili dinner to benefit veterans memorial

Happy Thanksgiving

Hurt: Thank you for the welcome to the Board

Thornton: Welcome to Dave Hurt. Greg no longer the new guy

Messer: Welcome to Dave Hurt

Thank you to Ray for accepting Vice Chair position

Thank you to R. Clolinger for accepting By-laws Committee Chair

Thank you to G. Childers for accepting Health & Safety Subcommittee Chair

Thank you to D. Hurt for sitting on Fire Chief Performance Evaluation Committee

Will miss J. Christie, he did a good job for the Board

Congratulations to new municipality board members

Hope to see a Fire Dept. agreement soon

XIII. ADJOURNMENT OF MEETING:

Meeting adjourned at 8:50 p.m.

The next regular meeting will be 12/15/2008 at Station 1 at 6:00 pm

MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473
 Incident Log for 11/01/2008 through 11/30/2008

Printed: 12/11/2008

Inc. No. - Exp. Location	Date	Time	Sta	Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Officer in Charge	Total Hr:Min:Sec
000163-000 9511 Pine Needle	11/01/08	13:14	12	AMA to Flashing, cancelled		20 \$ 0	0.00 \$ 0	0.00		0:16:00
000164-000 4417 Winthrop Dr MR Durkessa Howell	11/01/08	16:48	12	Structure fire, confined to container		18 \$ 300	0.00 \$ 0	7.00	COLE, BRENT D - CHIEF	0:11:00
000165-000 14 Ashwood Dr	11/01/08	17:50	12	AMA to Flashing, cancelled		4 \$ 0	0.00 \$ 0	4.00		0:04:00
000166-000 Apartment to 10711 Amber St MR Ed McFarland	11/01/08	17:13	12	Unattended main or drip fire	MR Ed McFarland	21 \$ 0	0.00 \$ 0	18.00	COLE, BRENT D - CHIEF	0:18:00
000167-000 4417 Winthrop Dr MR Durkessa Howell	11/01/08	18:00	12	Alarm system activation, no fire -	MR Durkessa Howell	20 \$ 0	0.00 \$ 0	10.00	COLE, BRENT D - CHIEF	0:10:00
000168-000 2 Elm St	11/01/08	18:00	12	Alarm system activation, no fire -		20 \$ 0	0.00 \$ 0	11.00	COLE, BRENT D - CHIEF	0:11:00
000169-000 101 Miller St	11/01/08	18:01	12	Structure fire James Township		16 \$ 0	0.00 \$ 0	4.00	PLUMB, DAVID J - CAPTAIN/EM	0:04:00
000170-000 Seymourville RR 1 James Best Area, 48473	11/01/08	18:07	12	Best Area wild structure fire		17 \$ 100,000	0.00 \$ 100,000	4.00	HING, JACK L - BATT CHIEF	0:04:00
000171-000 1417 Calkins Rd MR Steve Huffman	11/01/08	18:48	12	Structure fire	MR Steve Huffman	18 \$ 0	0.00 \$ 0	18.00	KEPPIAK, ERIC M - ASSISTANT	0:18:00
000189-000 1441 Winshall Dr Greg McNight	11/14/08	16:40	12	Smoke mistaken for structure		16 \$ 0	0.00 \$ 0	4.00	TREIGER, MICHAEL P - LIEUTENANT	0:04:00
000160-000 7899 Miller Rd	11/14/08	20:29	12	Fire in store, unoccupied	MR Charlie McFee	17 \$ 500	0.00 \$ 500	8.00	COLE, BRENT D - CHIEF	0:08:00
000161-000 4935 Ida Ct MR Josh Baily (Maintenance)	11/15/08	22:13	12	Alarm system activation, no fire -	MR Josh Baily (Maintenance)	18 \$ 0	0.00 \$ 0	7.00	HING, JACK L - BATT CHIEF	0:07:00
000162-000 Lennon/Seymour and Lennon/seymour MRS Cindy S Waugh	11/17/08	17:15	12	Extrication of victim(s) from	MRS Cindy S Waugh	18 \$ 0	0.00 \$ 0	4.00	PLUMB, DAVID J - CAPTAIN/EM	0:04:00

4

Incident Log for 11/01/2008 through 11/30/2008

Inc. No. - Exp. Location	Date	Disp. Time	Sta	Incident Type	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec		
Involved Name				Owner Name		Officer in Charge				
0000163-000 4300 W Beld RD	11/11/08	10:30	1	Natural vegetation fire, other	16 \$ 0	2.00 \$ 0	11.00	01:00:00		
						TABIT, STEPHEN D - CAPTAIN EM				
0000164-000 Directions: Lennox Farm Mall MS Fassandra A Woodhies	11/24/08	10:41	1	Vehicle accident, general cleanup	11 \$ 0	2.00 \$ 0	11.00	01:00:00		
				MS Fassandra A Woodhies		HONG, JADY L - BATT CHIEF				
0000165-000 In front of 4350 W Hill RD MS Trevor Williams	11/29/08	4:10	1	Extraction of victims, from	13 \$ 0	7.00 \$ 0	11.00	01:00:00		
				MS Trevor Williams		HONG, JADY L - BATT CHIEF				
Incidents by Shift Including Exposures										
	No. Resp.	Total Hr:Min		Prop. Loss	Cont. Loss	0	1	2	3	4
Totals:	239	13:00:00		\$ 0.00	\$ 0.00	4	17	1		

The total number of incidents, including exposure fires is 16.

The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income Expense Report
For the Eleven Months Ending November 30, 2008

Revenues	Description	Current Mth	Y-T-D	Budget	Remain. Budget	% Budget
3582	OPERATING CONTRIBU	8,697.16	265,123.81	252,350.00	(12,773.81)	(1.05)
3583	EQUIPMENT CONTRIBU	0.00	22,675.00	45,350.00	22,675.00	(0.50)
3628	MISC. INCOME (SUNDR	5.00	27.00	0.00	(27.00)	0.00
3664	INVESTMENT INCOME	0.00	158.20	300.00	141.80	(0.53)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	8,702.16	287,984.01	298,000.00	10,015.99	(0.97)
Expenses						
4703	SOCIAL SECURITY	1,152.01	10,623.88	12,000.00	1,376.12	0.89
4704	STATE SALARIES	3,378.16	37,218.47	45,000.00	7,781.53	0.83
4705	MAIN TRAIN-SALARIES	1,733.25	12,432.26	14,100.00	1,667.74	0.88
4706	OFFICER SALARIES	1,250.00	12,500.00	15,000.00	2,500.00	0.83
4707	FIRE FIGHTERS SALARY	8,697.20	64,167.45	74,000.00	9,832.55	0.87
4708	DEFERRED COMPENSA	336.75	2,677.00	3,450.00	773.00	0.78
4709	MEDICAL-FIREFIGHTER	0.00	5,611.00	6,650.00	1,039.00	0.84
4727	OFFICE SUPPLIES	292.33	1,332.90	2,900.00	1,567.10	0.46
4728	BUILDING SUPPLIES	43.36	408.60	900.00	491.40	0.45
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	621.35	5,580.95	9,500.00	3,919.05	0.59
4801	CONTRACT SERVICES	50.00	4,832.42	8,000.00	3,167.58	0.60
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	298.69	3,318.98	4,650.00	1,331.02	0.71
4910	INSURANCE	0.00	25,720.00	29,900.00	4,180.00	0.86
4920	UTILITIES	914.28	12,095.91	16,000.00	3,904.09	0.76
4960	EDUCATION & TRAININ	113.23	5,265.55	11,200.00	5,934.45	0.47
4970	OFFICE EQUIPMENT	0.00	84.99	240.00	155.01	0.35
4976	FIRE EQUIPMENT	1,535.50	4,268.75	15,060.00	10,791.25	0.28
4978	FIRE EQUIP.-MAINT REP	389.40	7,903.31	17,725.00	9,821.69	0.45
4979	FIRE EQUIPMENT-UPGR	0.00	79.95	10,275.00	10,195.05	0.01
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatu	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 EQUIPMEN	15.75	739.73	900.00	160.27	0.82
4988	COMPUTER SOFTWARE	0.00	645.29	550.00	(95.29)	1.17
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	20,821.26	217,507.39	298,000.00	80,492.61	0.73
	Net Income (-Loss)	(12,119.10)	70,476.62	0.00		
3400	FUND BALANCE-Beginni	0.00	0.00	0.00		
	Fund Balance-End of Year	(12,119.10)	70,476.62	0.00		

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

					30-Nov-08
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
11/3/2008	14868	CLAYTON TWP	\$28.06	4920	SEWER-STA2 09/08
11/3/2008	14869	SCAFA	\$440.00	22024	ASSOC DUES
			\$42.00	22025	ASSOC PAGERS
11/3/2008	14870	FRIEND OF THE COURT	\$49.11	22026	FRIEND OF THE COURT
11/3/2008	14871	ICMA	\$644.97	22023	DF COMP EE PORTION
		(INTERNL CITY/COUNTY MGT ASSOC	\$336.75	4708	DF COMP ER PORTION
11/3/2008	14872	J&K CANVAS	\$18.00	4976	TURN OUT GEAR REPAIR
11/3/2008	14873	TRUDY ONORE	\$50.00	4801	CLEAN STA 1
11/3/2008	14874	PAYROLL	\$10,091.44	1002	PAYROLL-FF&STAFF
11/3/2008	14875	SALES & MKT OF MICH	\$246.00	4976	GLOVES
			\$7.04	4727	SHIPPING
11/3/2008	14876	VERIZON	\$17.35	4850	PHONE STA 2
11/3/2008	14877	WEST SHORE	\$436.00	4976	BOOTS
			\$16.71	4727	SHIPPING
11/10/2008	14878	CHASE	\$2,806.88	22021	10/08 SOC SEC
11/10/2008	14879	CONSUMERS ENERGY	\$287.69	4920	GAS-ELE STA 2 10/08
11/10/2008	14880	GAS TANK RENU	\$150.00	4978	STRAPS 41-11
11/10/2008	14881	GILL ROYS	\$3.00	4741	MIRRORS
11/10/2008	14882	STATE OF MICHIGAN	\$426.98	22022	10/08 STATE TAX
11/10/2008	14883	SUBURBAN AUTO	\$147.72	4741	BULBS LAMPS FILTERS SWITCH
11/10/2008	14884	VALLEY PETROLEUM	\$245.92	4741	FUEL
11/17/2008	14885	CITY OF SWARTZ CREEK	\$598.53	4920	UTILITIES STA 1
11/17/2008	14886	COMCAST	\$171.77	4850	PHONE/INTERNET STA 1
11/17/2008	14887	DOUGLASS SAFETY	\$63.40	4978	EQUIP REPAIR
			\$6.55	4727	SHIPPING
11/17/2008	14888	GENESEE CO ASSOC CH- EFS	\$65.00	4960	NIMS CLASS
11/17/2008	14889	ICMA	\$69.42	22023	DF COMP EE PORTION
11/17/2008	14890	PAYROLL	\$1,103.85	1002	PAYROLL-STAFF
11/17/2008	14891	SCAFA	\$12.00	4850	CHIEFS' PAGERS
11/17/2008	14892	VISA	\$127.44	4727	SHIPPING, OFFICE SUPPLIES
			\$48.23	4960	DEVELOPING, REHAB SUPPLIES
			\$853.50	4976	TRAFFIC VESTS
			\$15.75	4984	MODEM
			\$43.36	4728	PAPER PRODUCTS
11/24/2008	14896	DOUGLASS SAFETY	\$26.00	4978	SCBA REPAIR
			\$5.64	4727	SHIPPING
11/24/2008	14897	HALT FIRE	\$132.00	4978	41-21 REPAIR
11/24/2008	14898	OFFICE MAX	\$129.95	4727	OFFICE SUPPLIES
11/24/2008	14899	PRECISION FLEET	\$37,264.75	4978	41-12 REPAIRS
11/24/2008	14900	VALLEY PETROLEUM	\$225.71	4741	FUEL
11/24/2008	14901	VERIZON	\$97.57	4850	PHONE STA 2
			(\$2,806.88)	22021	10/08 SOC SEC
			(\$426.98)	22022	10/08 STATE TAX
			\$3,259.96	22021	11/08 SOC SEC PAYABLE
			\$509.87	22022	11/08 STATE TAX PAYABLE
			(\$37,264.75)	4978	INSURANCE REIMB
		TOTAL	\$20,821.26		
VOID CHECKS 14893-14895					

Fire Chief Brent Cole

From: Mike and Penny [messer1@chartermi.net]
Sent: Thursday, November 20, 2008 11:27
To: 'Fire Chief Brent Cole'
Subject: {Spam?} RE: MiOSHA/RTK committee

Sounds good. Please attach these pages to the packet and I'll move for a resolution to disband it. I'll also move to have the Health & Safety subcommittee become a standing committee. We can deal with these as part of the committee reports.

Thanks!
 Mike

From: Fire Chief Brent Cole [mailto:brentcole@scafd.com]
Sent: Wednesday, November 19, 2008 1:38 PM
To: Messer, Mike & Pen
Subject: MiOSHA/RTK committee

Mike. Attached is a scan of pages from March, April & May of 1998. They indicate the formation, as a result of complaint, then update of the RTK form we send out, then a motion to disband, but failure in May.

Kim & I can not remember any specific usage of the committee since then.
 Brent

I've asked Kim to go through the minutes to determine the start of this committee. Once that's found, she will be looking a few month before to get an idea of why it was formed, then a few months after to try and determine (at the very least) what actions were taken after formation. I'll let you know what she finds out.
 Brent

Thanks, I guess!

From what Bill said, I'd like to know if you have any record of when the committee was formed and if any business was conducted and when (I don't remember anything conducted in the last ten years). Penny mentioned the NFPA 1500 committee, but I don't think it had anything to do with the MiOSHA committee. I just want to make sure we're safe getting rid of it. I think that if this is so, we elevate the H&S Subcommittee to standing committee status and eliminate the MiOSHA committee by resolution. Like I said, I just want to make sure there is no reason to keep it as a standing committee, especially if all the functions are handled by the FD itself.

How's that for a lot of work just to get rid of something (kind of like the turnout gear!)?

Thanks,
 Mike

Mike,
Congratulations on returning as Chairman.
How do you want to handle listing the MiOSHA/RTK committee listing?
Brent

SWARTZ CREEK AREA FIRE DEPARTMENT BOARD MEETING

MARCH 16, 1998

- Resolution 031698-02
Motion by Tim Vesper
Support by Mike Messer

The SCAFD Board does hereby postpone action on the February financial report until the next regular meeting.

YES: Vesper, Shumaker, Messer, Derby, Allen Abrams
NO: None
Motion declared carried

B. February Bills List

- Resolution 031698-03
Motion by Tim Vesper
Support by Rod Shumaker

The SCAFD Board does hereby approve the February bills list as presented.

YES: Vesper, Shumaker, Messer, Derby, Allen Abrams
NO: None
Motion declared carried

V. COMMITTEE REPORTS:

A. BY-LAWS COMMITTEE: Regarding firefighter response boundaries, Mike Messer reported that the committee has suggested to leave it up to the recommendation of the Chief with the approval of the Board as to who may respond. This will be handled on a case by case basis.

B. NEPA 1500 COMMITTEE REPORT- NONE

VI. OLD BUSINESS

A. APPARATUS REPAIR UPDATE

1. ENGINE 11: heat shield damaged by a pot hole while responding to an alarm.

B. AGREEMENT EXPIRATION:

Allen reported the City formed a fire committee to look at the entire contract.

C. STATION 2 RADIO ROOM IMPROVEMENT: Complete

D. LIEUTENANT PROMOTION:

- Resolution 031698-04
Motion by Rod Shumaker
Support by Tim Vesper

The SCAFD Board does hereby approve the promotion of Ben Zerod to the position of Lieutenant.

YES: Vesper, Shumaker, Messer, Derby, Allen Abrams
NO: None
Motion declared carried

VII. NEW BUSINESS

A. PAT HENKE: HAZMAT RIGHT TO KNOW SURVEYS: Expressed concerns about some of the information being sought on the surveys.

- Resolution 031698-05
Motion by Rod Shumaker
Support by Tim Vesper

The SCAFD Board does hereby approve the formation of a committee to develop a Hazmat Right to Know survey.

YES: Vesper, Shumaker, Messer, Derby, Allen Abrams
NO: None
Motion declared carried

B. NEW MEMBERS TO BE PLACED ON PROBATION: None

C. MEMBERS TO COME OFF PROBATION: Dave Campbell

- Resolution 031698-06
Motion by Tim Vesper
Support by Richard Derby

The SCAFD Board does hereby approve taking Dave Campbell of probation pending test results.

99C

The SCAFD Board does hereby approve Atty. Cavanaugh to draft a letter in response to NBD's request for an investment policy.

YES: Vesper, Shumaker, Messer, Derby, Allen, Abrams
NO: None Motion declared carried

II. RTK COMMITTEE:

Changes were made to the questionnaire and distributed to Board members.

- Resolution 042098-07
Motion by Boots Abrams
Support by Richard Derby

The SCAFD Board does hereby approve the use of the new RTK questionnaire.

YES: Vesper, Shumaker, Messer, Derby, Allen, Abrams
NO: None Motion declared carried

VI. OLD BUSINESS

A. APPARATUS REPAIR UPDATE

1. ENGINE 11: pump part recall.
2. ENGINE 11: rear spring inspection results.
3. ENGINE 12: from brake problem fixed
4. ENGINE 22: storage compartment under pump panel
5. Battery replacements for 17 & 37

B. AGREEMENT STATUS:

Agreement to contain "no active Swartz Creek Firefighter" may be on the Board.

C. STATION LAWN MOWING BIDS:

- Resolution 042098-08
Motion by Rod Shumaker
Support by Tim Vesper

The SCAFD Board does hereby approve the bid from Green Day Lawn Care of \$45.00/cut for one year with the option of continuing the contract for three years.

YES: Vesper, Shumaker, Messer, Derby, Allen, Abrams
NO: None Motion declared carried

III. NEW BUSINESS

A. NEW MEMBERS TO BE PLACED ON PROBATION: Karen Wright, Joe Greene, Bill Reich, Kevin

VanArsdale, Mike Kidd

- Resolution 042098-09
Motion by Rod Shumaker
Support by Tim Vesper

The SCAFD Board does hereby approve placing K. Wright, J. Greene, B. Reich, K. VanArsdale, and M. Kidd on one-year probation pending background and physical results.

YES: Vesper, Shumaker, Messer, Derby, Allen, Abrams
NO: None Motion declared carried

B. MEMBERS TO COME OFF PROBATION: Mike Petty

- Resolution 042098-10
Motion by Tim Vesper
Support by Richard Derby

The SCAFD Board does hereby approve taking Mike Petty off probation.

YES: Vesper, Shumaker, Messer, Derby, Allen, Abrams
NO: None Motion declared carried

C. MEMBERS RESIGNING:

- Resolution 042098-11
Motion by Rod Shumaker
Support by Tim Vesper

SMART CREEK AREA FIRE DEPARTMENT BOARD MEETING

MAY 18, 1998

The SCAFD Board does hereby approve the minutes of the April 20, 1998 meeting.

YES: Vesper, Allen, Messer, Derby, Shumaker, Abrams

NO: None

Motion declared carried

III. CORRESPONDENCE:

A. THE APRIL INCIDENT SUMMARY REPORT

IV. PROFESSIONAL SERVICE REPORTS:

A. April Financial Report:

B. April Bills List:

Shumaker questioned #10018; snow removal in March-snow was removed twice in March

Daly questioned #10013; check for computers is more than approved at last meeting-a new cable was needed

Resolution 051898-02

Motion by Rod Shumaker

Support by Boots Abrams

The SCAFD Board does hereby approve the April financial report and bill's list as presented.

YES: Vesper, Shumaker, Messer, Derby, Allen, Abrams

NO: None

Motion declared carried

V. COMMITTEE REPORTS:

A. 51-LIFE COMMITTEE MEETING: May 12, 1998 meeting canceled

1. Incident letter response-Attorney Cavanaugh:

2. Minutes statement revision recommendation-Attorney Cavanaugh

B. APRIL 15th COMMITTEE REPORT- NONE

C. MONTHLY RIGHT TO KNOW COMMITTEE:

Resolution 051898-03

Motion by Tim Vesper

Support by Richard Derby

The SCAFD Board does hereby disband the RTK committee.

YES: None

NO: Vesper, Shumaker, Messer, Derby, Allen, Abrams Motion failed

VI. OLD BUSINESS

A. APPARATUS REPAIR UPDATE

1. 12, 16, & 31 have radios installed

2. 17 & 31 have new batteries

B. AGREEMENT STATUS:

Agreement approved by both municipalities-Shumaker & Allen to get copy to Chief Cole.

VII. NEW BUSINESS

A. SPECIAL RECOGNITION AWARDS:

1. Karen Merriam-Life saving award for saving her father from serious burns

2. Lisa Cole-Special recognition for explorer post & explorer honor roll

B. NEW MEMBERS TO BE PLACED ON PROBATION: Revonda Stilwill

Resolution 051898-04

Motion by Rod Shumaker

Support by Boots Abrams

The SCAFD Board does hereby approve placing R. Stilwill on one-year probation pending background and physical results.

YES: Vesper, Shumaker, Messer, Derby, Allen, Abrams

101

AS OF: December 9, 2008
TO: Swartz Creek Area Fireboard
RECORDED BY: Fire Chief Brent Cole
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service. Nov. 25: Batteries replaced because of not holding a charge and being 6 years old.
12	91 Pumper	Station 2	In service.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.

NOTE: All cones & signs have been mounted on all apparatus.

E:\cole\Fireboard\Monthly Apparatus status .WPD

Swartz Creek Area Fire Department

2008 Uniform Bid Proposal Analysis and Options

Presented by Lt. Rich Tesner

	Allie Brothers				
	Reg. Price	Oversize			
Class A Jacket*	\$ 121.00	\$ 109.99			
Uniform Pants	\$ 39.95	\$ 40.99			
Short-Sleeve Shirt	\$ 31.00	\$ 30.99			
Long-Sleeve Shirt	\$ 32.00	\$ 31.99			
Belt	\$ 18.95	\$ 23.99			
Garrison Cap*	\$ 39.95	\$ 47.99			
Cap Badge*	\$ 17.55	\$ 14.99			
Badge	\$ 45.00	\$ 37.99			
Collar Brass-Fire Scramble	\$ 12.60	\$ 13.99			
Collar Insignia-SCAFD*	\$ 30.25	\$ 18.99			
Men's Clip-on Tie*	\$ 3.95	\$ 4.29			
Nameplate	\$ 9.85	\$ 9.99			
Arm Patch Sewing Charge	\$ 402.05	\$ 366.18		\$ 213.96	

Stripe Sewing Charge*

* In option B, these items would not be included.

QTY	Reg. Price	Oversized	QTY	Cost
5		1		\$ 225.94
5		1		\$ 176.94
5				\$ 239.95
5				\$ 189.95
5				\$ 94.95
5				\$ 49.95
Subtotal				\$ 2,068.85

1				\$ 25.00
Total				\$ 2,093.85

	Allie Brothers				
	Reg. Price	Oversize			
Uniform Pants	\$ 39.95	\$ 40.99			
Short-Sleeve Shirt	\$ 31.00	\$ 30.99			
Long-Sleeve Shirt	\$ 32.00	\$ 31.99			
Belt	\$ 18.95	\$ 23.99			
Badge	\$ 45.00	\$ 37.99			
Collar Brass-Fire Scramble	\$ 12.60	\$ 13.99			
Collar Brass-Fire Scramble	\$ 12.60	\$ 13.99			
Nameplate	\$ 9.85	\$ 9.99			
Arm Patch Sewing Charge	\$ 201.95	\$ 193.92		\$ 103.97	

Savings over option B.

50% savings

47% savings

43% savings



20295 MIDDLEBELT RD.
SOUTH OF 8 MILE RD.
LIVONIA, MICHIGAN 48152
(248) 477-4434
FAX (248) 477-1416

November 7, 2008

Swartz Creek Area Fire Department
8100-B Civic Center Drive
Swartz Creek, MI 48473-1590

Attn: Lt. Richard Tesner

Allie Bros, Inc. appreciates the opportunity to quote on your uniform requirements.

Please note: Class A Double Breasted Blouse Coat is now fully lined which accounts for the higher price.

Allie Bros. Uniforms and the entire staff look forward to be of service to the Swartz Creek Fire Department.

Sincerely,

Russ Smith
Sales Executive

Lt. Richard Tesner
Swartz Creek Area Fire Department
8100-B Civic Drive
Swartz Creek, MI 48473-1590

October 30, 2008

Department phone: (810) 635-2300
Personal phone: (810) 240-7511

TO:

Allie Brothers' Uniform
20295 Middlebelt
Livonia, MI 48152

Nye Uniform
1030 Scribner NW
Grand Rapids, MI 49504

Welch Uniform
10240 Hegel Road
P.O. Box 649
Goodrich, MI 48438

Telephone: 248-477-4434
Toll Free: 1-800-352-5543
Fax: 248-477-1416
Email: barb@alliebros.com

Phone: 616-459-5065 or
800-748-0007
Fax: 616-459-4364
E-mail: contact@nyeuniform.com

Phone: (810) 636-3911
Fax: (810) 636-4000

Dear Vendor:

In compliance with the Swartz Creek Area Fire Department (SCAFD) policy #120, we would like to invite your organization to submit a bid proposal for the possible purchase of fire department uniforms. Your "sealed bid" proposal will be received and reviewed by the distinguished members of the Swartz Creek Area Fire Board at the next available fire board meeting. Should the Fire Board accept your proposal, a representative from the fire department will contact you to schedule fittings for those applicable firefighters.

BID CRITERIA

Please provide prices for the following products and services. We have provided brand names, when applicable, of products that are currently being used by our department. Please indicate, in your proposal, if you can provide these brand names or if you can provide a product that is similar in color and style. It should be noted that one of our goals for this proposal is to maintain a uniform or consistent look throughout our current and future apparel.

PRODUCT DESCRIPTIONS

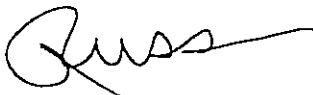
- Class "A" double-breasted uniform jacket (quantity: 6) \$121.00 Ea.
 - Currently using Flying Cross
 - Navy blue
 - w/ Silver "FD" buttons
- Uniform pants (quantity: 6) \$39.95 Pr
 - Currently using Flying Cross
 - Navy blue
- Short sleeve uniform shirt (quantity: 6) \$31.00 Ea.
 - Currently using Southeastern Code 3
 - Light blue or white
- Long sleeve uniform shirt (quantity: 6) \$32.00 Ea.
 - Currently using Southeastern Code 3
 - Light blue or white
- Belt: black, basket weave w/ silver buckle (quantity: 6) \$18.95 Ea.
- Garrison cap-navy blue (quantity: 5) \$39.95 Ea.
 - Currently using Hankin Bros.
 - Silver "FD" chin strap buttons
 - Black plastic chin strap

ile

- Cap Badge (quantity: 5) \$17.55 Ea.
 - Silver FD scramble
 - 1 5/8" diameter
 - With screw pin
- Badge (quantity: 5) \$45.00 Ea.
 - Currently using Blackinton Badge
 - Silver
 - With red/silver raised enamel fire scramble or lieutenant bugle
- Collar brass-fire scramble (quantity: 5) \$12.60 Pr.
- Collar insignia (quantity: 5) \$30.25 Pr.
 - Silver lettering (SCAFD)
- Men's clip-on tie (quantity: 5) \$3.95 Ea.
 - navy blue
- Nameplate (quantity: 5) \$9.85 Ea.
 - Silver
 - 2 1/4" wide
 - Black sans serif engraving
- Charge for sewing arm patches
 - Six short sleeve shirts No Charge
 - Six long sleeve shirts No Charge
 - Six class "A" double-breasted uniform jackets No Charge
- Charge for sewing one silver 1/2" stripe to each sleeve of a class "A" uniform jacket \$10.00 Per Jacket

Please refer to Appendix A for examples of each of the above items.

Allie Bros, Inc.



Russ Smith
Sales Executive

CUSTOMER SERVICE QUESTIONS

Please answer the following questions regarding your organization's customer service.

1. Does your company provide on-site uniform fitting (for example, is your company able to provide sizing and fittings at the Swartz Creek Area Fire Department)?

Yes No

- a. If yes, is there any additional charge for this service? No Charge

2. What delivery fees are associated with the purchasing of uniforms products from your organization?

This Order only no shipping charges

3. What is your company's policy on returns and/or exchanges?
Very Resonable

4. Please provide any additional information that you would like to share with the Swartz Creek Area Fire Board regarding your organization, your products and/or service.

Have Sold Many Accounts in the Flint Area.

Please complete the requested information and return in a sealed envelope before November 10, 2008, to the address shown below.

Attn: Swartz Creek Area Fire Board
c/o Swartz Creek Area Fire Department
8100-B Civic Drive
Swartz Creek, MI 48473-1590

If you have any questions, feel free to contact me. Home (810) 659-4954, cell (810) 240-7511, or by email at rltlesner@yahoo.com.

Sincerely,

Lt. Richard Tesner
Uniform Officer

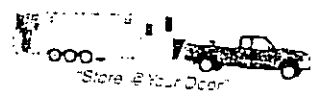
Enclosure: Appendix A

Nye UNIFORM

Healthwear, Industrial, Career Apparel,
 Postal, Public Safety & Security

1030 SCRIBNER, NW, GRAND RAPIDS, MICHIGAN 49504
 PHONE (616) 459-5065, TOLL FREE (800) 748-0007
 FAX (616) 459-4364

www.nyeuniform.com



Lt. Richard Tesner
 Swartz Creek Area Fire Department
 8100-B Civic Drive
 Swartz Creek, MI 48473-1590

Department phone: (810) 635-2300
 Personal phone: (810) 240-7511

TO:

Allie Brothers' Uniform
 20295 Middlebelt
 Livonia, MI 48152

Telephone: 248-477-4434
 Toll Free: 1-800-352-5543
 Fax: 248-477-1416
 Email: barb@alliebros.com

Nye Uniform
 1030 Scribner NW
 Grand Rapids, MI 49504

Phone: 616-459-5065 or
 800-748-0007
 Fax: 616-459-4364
 E-mail: contact@nyeuniform.com

Welch Uniform
 10240 Hegel Road
 P.O. Box 649
 Goodrich, MI 48438

Phone: (810) 636-3911
 Fax: (810) 636-4000

Dear Vendor:

In compliance with the Swartz Creek Area Fire Department (SCAFD) policy #120, we would like to invite your organization to submit a bid proposal for the possible purchase of fire department uniforms. Your "sealed bid" proposal will be received and reviewed by the distinguished members of the Swartz Creek Area Fire Board at the next available fire board meeting. Should the Fire Board accept your proposal, a representative from the fire department will contact you to schedule fittings for those applicable firefighters.

BID CRITERIA

Please provide prices for the following products and services. We have provided brand names, when applicable, of products that are currently being used by our department. Please indicate, in your proposal, if you can provide these brand names or if you can provide a product that is similar in color and style. It should be noted that one our goals for this proposal is to maintain a uniform or consistent look throughout our current and future apparel.

PRODUCT DESCRIPTIONS

PRODUCT DESCRIPTIONS	REG.	OVERSIZES
<ul style="list-style-type: none"> Class "A" double-breasted uniform jacket (quantity: 6) <ul style="list-style-type: none"> Currently using Flying Cross Navy blue w/ Silver "FD" buttons 	FECHHEIMER #38804 \$99.99	\$109.99
<ul style="list-style-type: none"> Uniform pants (quantity: 6) <ul style="list-style-type: none"> Currently using Flying Cross Navy blue 	FECHHEIMER #38200 \$36.99	\$40.99
<ul style="list-style-type: none"> Short sleeve uniform shirt (quantity: 6) <ul style="list-style-type: none"> Currently using Southeastern Code 3 Light blue or white 	\$27.99	\$30.99
<ul style="list-style-type: none"> Long sleeve uniform shirt (quantity: 6) <ul style="list-style-type: none"> Currently using Southeastern Code 3 Light blue or white 	\$28.99	\$31.99
<ul style="list-style-type: none"> Belt: black, basket weave w/ silver buckle (quantity: 6) 	\$23.99	_____
<ul style="list-style-type: none"> Garrison cap-navy blue (quantity: 5) <ul style="list-style-type: none"> Currently using Hankin Bros. Silver "FD" chin strap buttons Black plastic chin strap 	\$47.99	_____

- Cap Badge (quantity: 5) \$14.99
 - Silver FD scramble
 - 1 5/8" diameter
 - With screw pin
- Badge (quantity: 5) \$37.99
 - Currently using Blackinton Badge
 - Silver
 - With red/silver raised enamel fire scramble or lieutenant bugle
- Collar brass-fire scramble (quantity: 5) \$13.99
- Collar insignia (quantity: 5) \$18.99
 - Silver lettering (SCAFD)
- Men's clip-on tie (quantity: 5) \$4.29
 - navy blue
- Nameplate (quantity: 5) \$9.99
 - Silver
 - 2 1/4" wide
 - Black sans serif engraving
- Charge for sewing arm patches NO CHARGE
 - Six short sleeve shirts
 - Six long sleeve shirts
 - Six class "A" double-breasted uniform jackets
- Charge for sewing one silver 1/2" stripe to each sleeve of a class "A" uniform jacket \$25.00 FOR FIRST SET,
\$10.00 FOR EACH ADDITIONAL SET OF STRIPES.

Please refer to Appendix A for examples of each of the above items.

OVERSIZES AS FOLLOWS:

SHIRTS - 18 NECK AND LARGER (WOMEN, 44 AND LARGER)

PANTS - 44 WAIST AND LARGER. (WOMEN, 22 AND LARGER)

BLOUSE COAT - 48 AND LARGER.

20

CUSTOMER SERVICE QUESTIONS

Please answer the following questions regarding your organization's customer service.

1. Does your company provide on-site uniform fitting (for example, is your company able to provide sizing and fittings at the Swartz Creek Area Fire Department)?

Yes No

- a. If yes, is there any additional charge for this service?

NO ADDITIONAL FEES.

2. What delivery fees are associated with the purchasing of uniforms products from your organization?

- DELIVERED BY SALES REP. - NO FEES

- UPS, FOB SHIPPING POINT (PAID BY S.C.A.F.D.)

3. What is your company's policy on returns and/or exchanges?

- GARMENTS WORN OR WASHED CANNOT BE EXCHANGED OR RETURNED

- FACTORY TAGS MUST STILL BE ATTACHED TO GARMENT FOR RETURN

- MANUFACTURING DEFECTS ARE REPLACED OR REPAIRED DETERMINED BY NYE UNIFORM COMPANY.

4. Please provide any additional information that you would like to share with the Swartz Creek Area Fire Board regarding your organization, your products and/or service.

- SCAFD HAS BEEN A NYE UNIFORM CUSTOMER FROM APRIL 2005 - PRESENT.

- IN HOUSE DATABASE TO TRACK ORDERS AND PURCHASING HISTORY.

Please complete the requested information and return in a sealed envelope before November 10, 2008, to the address shown below.

Attn: Swartz Creek Area Fire Board
c/o Swartz Creek Area Fire Department
8100-B Civic Drive
Swartz Creek, MI 48473-1590

If you have any questions, feel free to contact me. Home (810) 659-4954, cell (810) 240-7511, or by email at rltesner@yahoo.com.

Sincerely,

Lt. Richard Tesner
Uniform Officer

Enclosure: Appendix A

1.) CONT.

- 800 + ACCOUNTS IN PUBLIC SAFETY INDUSTRY IN MICHIGAN.

- NYE WILL SUPPLY DEPARTMENT SPECIFIED UNIFORMS, NOT SUBSTITUTES.

Fire Chief Brent Cole

From: Fire Chief Brent Cole [brentcole@scafd.com]
Sent: Tuesday, November 11, 2008 14:13
To: VanWormer-Brian(FF12) (mismokenguns@yahoo.com)
Subject: Probationary Period Extension

Brian,

Thank you for dropping off the paperwork that indicated your return to active status effective November 7, 2009. Please disregard the letter sent to you dated November 10. Since you were off 75 days from active status, your probationary period has been extended to January 14, 2009.

I have advised the officers of your status. I suspect Brendt will be contacting you shortly to advise you of your pending duties.

Welcome back and I'll see at the next alarm.

Brent



Swartz Creek Area Fire Department

Serving Clayton Twp. and Swartz Creek Since 1925
8100 B Civic Dr. Swartz Creek MI 48473-1376 • phone: 810-635-2300 • fax: 810-635-7461

November 18, 2008

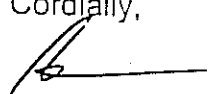
Firefighter Brian VanWormer
5248 Don Shenk Dr.
Swartz Creek MI 48473

Dear Brian:

It has come to my attention that you have not maintained a training percentage at or above 70, as spelled out in SOG 407, under section 2. Your percentage, effective November 18, 2008, is 63.70. This was reported to me by Assistant Chief Merriam on this date.

Since you are on probation, and pursuant to the Swartz Creek Area Fire Department By Laws, under the Requirement for Membership, subsection L, paragraph 2, please let this letter serve as a thirty (30) day notice to respond for failure to actively participate in the department. This notice expires on December 17, 2008.

Cordially,


Brent Cole
Fire Chief

File

TO: Chief Cole
FROM: Assistant Chief Merriam
DATE: December 1, 2008
SUBJECT: Firefighter Brian VanWormer

Chief,

On December 1st at 19:47 Firefighter Brian VanWormer called regarding making up training. After discussing with him his training record over the past year, I told him that I think he is too busy for us and needs to think about parting ways.

He said that option has been considered. He is already on probation for training related issues and is now on suspension again. I told him I was recommending to you to have his status listed as voluntarily resigning for lack of participation as stipulated in the bylaws at the next fireboard meeting. If he so chooses he can write a letter of resignation. He said OK.

To give you a little history on his training over the last three years, in 2006 he was placed on suspension 1 time. In 2007 he was placed on suspension 1 time. In 2008 he was placed on suspension 2 times, then placed on probation. In the 2nd quarter he dropped below 70% but was able to make up training before going on suspension. In the 3rd quarter he again dropped below 70% before going on medical leave. He came off medical leave in the middle of the 4th quarter. He didn't make up training from the 3rd quarter before the 4th quarter ended. At 12 midnight on November 30, he was placed on suspension again for the 3rd time this year. On November 18th I sent him a "heads up" text message regarding low training percentage but never heard from him until now. A full 2 weeks after the last training.

Based on his low training percentages for the year, constantly having to make up training at the end of each quarter, violating SOG 407 (training and makeup training requirements) and him showing up to training late almost every time he has attended, gives me reason to recommend his dismissal.

Per SOG 420 (discipline), it states that during a six month probationary period if another infraction should occur, a request to the fireboard for dismissal may be an option used to resolve the situation.

Fire Chief Brent Cole

From: ericmerriam@scafd.com
Sent: Monday, December 01, 2008 17:09
To: brentcole@scafd.com
Subject: {Spam?} VanWormer

Chief,

Total training hours for the year was 48.25. He missed 11.75 while on medical leave for which was not held against him. He was responsible for 36.5. He attended 23.25. He was on medical leave at the end of last quarter for which he was below 70% and didn't make up before he was taken off medical leave. Reminder, he is on probation for training related issues.

As of Nov. 30 midnight, he made no effort to contact me to do any make up training. In addition, I went back to the beginning of the year and rechecked my numbers twice.

I recommend you continue with any and all disciplinary and/or dismissal proceeds.

Eric

Fire Chief Brent Cole

From: Dave Plumb [scafd416@yahoo.com]
Sent: Tuesday, December 02, 2008 17:49
To: Chief Brent Cole; Eric (Chief 2) Merriam; Eric c-2 Merriam
Subject: {Spam?} VanWormer Run info 2008

Brent,

As you requested, I reviewed FF VanWormers run percentages for the year. Brian ended 2007 in a good position on his run percentage but starting in January of this year his stats have suffered. For the 1st quarter he was below, but he was not issued a warning at that time because he was on suspension already for failing to comply with mandatory training.

1st Qtr - Made 1 out of 10 available for = 10%

2nd Qtr - Made 5 out of 25 available for = 25%

3rd Qtr - On leave most of the Qtr - Made 0 out of 3 available for = 0%

4th Qtr thus far has only made 1 call this qtr starting with his return from medical leave in November.

Brian has made a only 7 calls this year with only 2 1/2 being out for medical.

Capt David J. Plumb

Swartz Creek Area Fire Department

Serving Clayton Twp and Swartz Creek Since 1925
8100 B Civic Dr., Swartz Creek, MI 48473 • phone 810-635-2300 • fax 810-635-7451

December 4, 2008

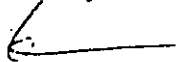
Firefighter Brian VanWormer
5248 Don Shenk Dr.
Swartz Creek MI 48473

Brian:

On December 1, 2008, I was contacted by Assistant Chief Merriam indicating you had contacted him to make up your below 70% training percentage, which stood at 63.70% as of November 18, 2008. SOG 407, section 2, indicates deficient training make up is required to be completed by November 30.

Since you were notified of this requirement in my November 18, 2008 letter, but failed to do so, as required by SOG 407, and while on probation, your status will be presented to the Swartz Creek Area Fireboard, at the December 15, 2008 meeting indicating your failure to participate in the department under the Swartz Creek Area Fire Department By Laws, Requirement for Membership, subsection L.

Cordially,



Brent Cole
Fire Chief

cc: Fireboard
File



Billing Date: 11/19/08 Page 1 of 4
 Telephone Number : 810 635-2300 890719
 Account Number: 21 2500 2347006959 02
 How to Reach Us : See page 2

SWARTZ CREEK FIRE DEPT

Account Summary

Previous Charges \$ 17.35
 Payment Received on Nov 08. - 17.35
 Balance \$.00

New Charges

Verizon (page 3) \$ 77.66
 Other Providers (page 3) 19.91
 Total New Charges Due Dec 10 \$ 97.57

To avoid a late payment charge of \$7.00 plus 1.5% of past due amounts, payment must be received before Jan 18, 2009.

Total Due \$ 97.57

Mail Payments To:

Verizon North, PO Box 9688, Mission Hills, CA 91346-9688

Change of billing address?

Go to verizon.com/billingaddress or see page 2



Focus on What Matters Most to You - Your Business

Verizon now offers your business more than ever before. Whether it is voice, data or entertainment, you can bundle it all with Verizon. We can customize your products and services to fit the needs of your business. Call 1-866-520-5205 today!



We're the Reliable Company

We connect over 1.2 billion calls daily with 99.9% network reliability. As a valued Verizon customer you can count on us to meet all of your calling and Internet needs. We've got what you need! Call 1-866-520-5293 today!

Service not available in all areas.



Offer Won't Last Forever

Right now, 0% lease rates are available on both data and voice Customer Premise Equipment (CPE). Please visit us online at verizon.com/businesspower or contact a Verizon Sales Representative at 1-800-243-7977.

Subject to change without notice.

▼ Detach & return payment slip with your check, payable to Verizon



Account: 21 2500 2347006959 02
 New Charges Due: Dec 10, 2008
 Total Due: \$ 97.57

210*110K10A1
 00004254 31 01000022203
 21 2500
 8106352300 19896719
 Federal Case n. 11 TR2

111908

Amount Paid :

\$

00004254 01 AV 0.124 GN111911 0019

SWARTZ CREEK FIRE DEPT

8100B CIVIC DR

SWARTZ CREEK MI 48473-1590



VERIZON NORTH

PO BOX 9688

MISSION HILLS CA 91346 9688



21 2500 2347006959 02N00000000000 00000009757 05

ff



How to Reach Us

Billing questions	verizon.com/onlinehelp	1 800 483-5700	8 am - 5:30 pm M-F
Repair	verizon.com/repair	1 800 483-2000	24 hours a day
To order services	verizon.com/storefront	1 800 483-5000	8 am - 5:30 pm M-F
Are you moving?	verizon.com/	1 800 483-5000	8 am - 5:30 pm M-F
Online billing	verizon.com/businessbillview		24 hours a day
Direct payment enrollment	verizon.com/businessbillpay	1 800 345-6563	24 hours a day
Tariff questions	www.verizon.com/tariffs	1 800 483-5700	8 am - 5:30 pm M-F

For Your Information

Previous Payments

If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment! To check whether your payment has been received, call the Billing Questions number above.

Returned Payments

If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts

The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment

Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

Consumer Information

For important consumer information see the Customer Guide in your Verizon White Pages Directory.

Late Payment Charges

To avoid a late payment charge of 1.5% plus \$7.00, full payment must be received by the due date shown on page 1.

Correspondence Address Only

PO Box 11328
 St. Petersburg, FL 33733 1328

For payment address, see page 1.

Billing Address Changes or Corrections for Account: 21 2500 2347006959 02

If your billing address has changed, or if your address is incorrect as it appears on this bill, please provide corrections here.

- 1: Check this box 2: Enter your correct billing address 3: Return this slip with your payment.

Street Address _____
 City, State, Zip _____



MONTHLY SERVICE - BASIC (Nov 19 to Dec 19)			
Description	Qty	Unit Rate	
1 Business line - metered rate	2	20.59	41.18
2 Line hunt service	2	4.60	9.20
3 Federal subscriber line charge	2	8.74	17.48
Total			\$ 67.86

LOCAL CALLS

For 810 635-8116

One-Party Service

4 47 Local call(s) at \$08 per call			3.76
Total			\$ 3.76

BASIC SERVICE TAXES AND SURCHARGES

5 Emergency telephone service			.42
6 911 Operational Charge			2.48
7 Federal Universal Service Fee			2.76
8 State 9-1-1 Charge			.38
Total			\$ 6.04

Verizon basic charges \$ 77.66

Total Verizon charges \$ 77.66

Telephone service in Michigan is governed by the Public Service Commission, Lansing Michigan.

Verizon Long Distance

LONG DISTANCE HELPFUL NUMBERS

Bring/customer service questions 1 800 483 5000
 Repair 1 800 483 8494
 Visit our Website at verizonLD.com

SUMMARY OF CHARGES FOR VERIZON LONG DISTANCE

Other Charges and/or Credits	\$ 16.24
Taxes and Surcharges	1.67
Total Verizon Long Distance Charges	\$ 19.91

MONTHLY PLAN CHARGES

9 Qualifying Long Distance Charges \$ 00	
10 Short Fall Charge	10.00
When long distance charges are less than \$10.00, the Short Fall Charge will be the difference between those charges and \$10.00	
All long distance charges except for taxes and surcharges are included	
Total	\$ 10.00

MISCELLANEOUS CHARGES AND CREDITS

11 FED Primary Carrier Multi Line	2 at 3.60	7.20
12 State Primary Carrier Multi Ln	2 at .52	1.04
Total		\$ 8.24

TAXES AND FEES ON NON-BASIC SERVICES

13 Federal Universal Service Fee - Verizon LD	1.67
Total	\$ 1.67



Verizon Long Distance

Verizon Long Distance non-basic charges	\$ 19.91
**Your local telephone service will not be disconnected for failure to pay the charges on this portion of your bill	
Total Verizon Long Distance Charges	\$ 19.91

Notice of Price Increase

Effective January 17, 2009 the FirmRate Plan state-to-state and in-state per minute rates will increase from 17 cents to 19 cents. The Minimum Spend Level Commitment will increase from \$10.00 to \$20.00. Visit www.verizon.com or call your local business office for more information.

Notice of Price Increase to Centrex, Custopak and Multi-line Customers

Effective January 17, 2009 the Federal Access Charge (FAC) rate will increase from \$1.40 to \$1.50 per line for Centrex and Custopak customers. The FAC rate for Multi-line customers will increase from \$3.60 to \$3.85 per line.

For Your Information

Important billing information

When you provide a check, you authorize us either to use information from your check to make a one time electronic fund transfer from your account or to process this transaction as a check. If you wish to be excluded from this process, please call 1-888-500-5358. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Fire Chief Brent Cole

From: Purdy, Ryan C [Ryan.Purdy@chartercom.com]
Sent: Tuesday, November 25, 2008 09:33
To: Fire Chief Brent Cole
Subject: {Spam?} RE: {Spam?} RE: Proposals

2 phone lines.....\$46.50 (including 100 min Long distance)

From: Fire Chief Brent Cole [mailto:brentcole@scafd.com]
Sent: Tue 11/25/2008 8:27 AM
To: Purdy, Ryan C
Subject: RE: {Spam?} RE: Proposals

Ryan,
I need a price with must 2 phone lines too.
Brent

-----Original Message-----

From: Purdy, Ryan C [mailto:Ryan.Purdy@chartercom.com]
Sent: Tuesday, November 25, 2008 09:29
To: Fire Chief Brent Cole
Subject: {Spam?} RE: Proposals

Here are the Prices for the following three scenerios:

- 1) 1 telephone line(including 100 min Long Distance) and High speed internet: \$72.48
- 2) 1 telephone line(including 100 min long distance) \$30.00
- 3) 2 telephone lines(including 100 min long distance) and high speed internet: \$100.00

All prices are per month and there is a one time installation fee of \$49.00 for the telephone which is a tarrif and cannot be avoided.....I will waive the \$99 internet install fee....

This pricing does not include your state and federal taxes

thanks.

From: Fire Chief Brent Cole [mailto:brentcole@scafd.com]
Sent: Mon 11/24/2008 10:49 AM
To: Purdy, Ryan C
Subject: Proposals

Ryan,

Attached you will find the most recent bill from Verizon for the 2 phone lines at 1494 S. Seymour Rd., Flint 48532, located just north of Corunna Rd.

Please review the bill and provide me with monthly costs & one time installation fees associated with replacing those lines by transforming to you Charter.

In addition, although it probably can't be justified, include a proposal that includes internet service.

So, I need 2 proposals:

1. with internet & phone lines. (please be aware, only phone one is used for voice, while the other is used for data.
2. with just internet phone service.

Please do not provide costs based on bundle pricing, but rather what it will cost with 1, 2 and 3 year agreements. We are, as you may already know, tax exempt.

If you have any questions, please contact me.

Sincerely,

Chief Brent Cole

Swartz Creek Area Fire Department

810-635-2300

Cell = 810-691-2641

From: Purdy, Ryan C [mailto:Ryan.Purdy@chartercom.com]
Sent: Tuesday, October 21, 2008 09:16
To: brentcole@scafd.com
Subject: {Spam?} Contact Info

Thanks again and shoot me an e-mail when you are ready to proceed.....

Ryan Purdy

Account Executive

Charter Business

Office: 810-652-1463

Cell: 810-577-5476

E-MAIL CONFIDENTIALITY NOTICE:

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that

33

DATE: 12/15/2009
TO: Swartz Creek Area Fire Board
 Swartz Creek Area Fire Department Personnel
FROM: Acct/Clerical Specialist Kim Borse
Subject: Swartz Creek Area Fire Board 2009 Meeting Schedule

DATE:	TIME:	STATION:	TYPE:
January 19, 2009	7:00 p.m.	Station #2	Regular
February 16, 2009	7:00 p.m.	Station #1	Regular
March 16, 2009	7:00 p.m.	Station #2	Regular
April 20, 2009	7:00 p.m.	Station #1	Election of Officers
May 18, 2009	7:00 p.m.	Station #2	Regular
June 15, 2009	7:00 p.m.	Station #1	Regular
July 20, 2009	7:00 p.m.	Station #2	Regular
August 17, 2009	7:00 p.m.	Station #1	2010 Budget
September 21, 2009	7:00 p.m.	Station #2	Regular
October 19, 2009	7:00 p.m.	Station #1	Regular
November 16, 2009	7:00 p.m.	Station #2	Regular
December 21, 2009	6:00 p.m.	Station #1	Regular

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Brent Cole
Swartz Creek Area Fire Department
8100-B Civic Drive
Swartz Creek, Michigan 48473-1376

Re: Grant No. EMW-2008-FO-01683

Dear Mr. Cole:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2008 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate, in consultation with the U.S. Fire Administration, carries out the Federal responsibilities of administering your grant. The approved project costs total to \$141,400.00. The Federal share is 95 percent or \$134,330.00 of the approved amount and your share of the costs is 5 percent or \$7,070.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from DHS.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should basically request funds when you have an immediate cash need (i.e. you have a bill in-hand that is due within 30 days).

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

R. David Paulison
Administrator

Request Grant Amendment

Amendment Number: EMW-2008-FO-01683-001

Federal share awarded:	134,330.00
Federal share requested:	0.00
Amount paid to date:	0.00
Amount of pending payments:	0.00
Balance of federal funds:	134,330.00

Grant Amendment Request

You may either type your request in the space provided below; or create the text in your word processing system and then copy it into the space provided below.

Due to the bidding process that the Swartz Creek Area Fire Department conducted for the Self-Contained Breathing Apparatus (SCBA) the total cost was \$121310.00

The grant funds awarded were \$141400.00; this gives us a difference of \$20089.00 available for additional related items. The following list of items is being requested on this amendment.

A) OHD Fit Tester – this equipment will be used to fit test each firefighter for the correct size face piece. This will allow each firefighter to properly fit test for the correct size face piece in-house. We currently use a fit test "tent" with smelly fumes to do this fit test – it is non-compliant
Cost = \$10400.00

B) Rapid Intervention Bag – this equipment will be an additional piece of safety equipment to be used if a firefighter is trapped and running short on breathing air. This RIT Bag will include all required equipment to supply breathing air to a trapped firefighter. Cost = \$2550.00

C) Two Spare Face Pieces – these two additional face pieces will be assigned to two new firefighters that have been hired since the grant was submitted. These two spare face pieces will allow us to provide 100% of our firefighters their own face piece. Cost = \$1161.00

D) Breathing Air Fill Station and Four Bottle Cascade System – this system will be placed at our Station 2 location which does not have a Fill Station or Cascade System. Currently our firefighters from Station 2 have to bring all empty cylinders to Station 1 to fill. This takes all of breathing apparatus out of service at Station 2 when this is going on. This Fill Station and Cascade System will allow us to fill all of our breathing apparatus at the Station 2 location without having to take them out of service.
Cost = \$6000.00

Please consider this amendment, the above request will be used to support the grant that has been awarded. This equipment will make the Swartz Creek Area Fire Department a safety and more efficient fire department. Thank you for your time in this matter.

Sincerely,

Brent Cole, Fire Chief

VARTZ CREEK AREA FIRE DEPARTMENT
 830 S DIVIC DRIVE
 SWARTZ CREEK, MI 48473

Phone: 810-635-2300
 Fax: 810-635-7461

Ship To:
 JAYTON TOMASHAW
 11 MORRIS ROAD
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 121108
 Invoice Date: Dec 11, 2018
 Page: 1
 Currency:

SWARTZ CREEK AREA FIRE DEPARTMENT
 830 S DIVIC DRIVE
 SWARTZ CREEK, MI 48473

Phone: 810-635-2300
 Fax: 810-635-7461

Bill To:
 CITY OF SWARTZ CREEK
 830 S DIVIC DRIVE
 SWARTZ CREEK, MI 48473

INVOICE

Invoice Number: 121108
 Invoice Date: Dec 11, 2018
 Page: 1
 Currency:

Ship to:

Customer ID: 014701
 Sales Rep ID:

Customer PO:

Shipping Method:
 Courier

Payment Terms:

Due in 30 days

Ship Date: 12/11/18

Due Date: 12/31/18

Quantity	Item	Description	Unit Price	Amount
271.11	FIRE SUP	FIRE SUP, DEC 11, 2018	12.00	3,253.70

Subtotal	3,253.70
Sales Tax	
Total Invoice Amount	3,253.70
Payment Credit Applied	
TOTAL	3,253.70

* Credit Memo No:

Customer ID: 014701

Sales Rep ID:

Customer PO:

Shipping Method:
 Courier

Quantity	Item	Description	Unit Price	Amount
207.96	FIRE SUP	FIRE SUP, DEC 11, 2018	12.00	2,496.50

Subtotal	2,496.50
Sales Tax	
Total Invoice Amount	2,496.50
Payment Credit Applied	
TOTAL	2,496.50

* Credit Memo No:

3323.70

2496.50

GUIDELINE: #614

ADOPTED: November 11, 2008

REVIEWED: 11/21/08

REVISED: 11/24/08, 12/01/08

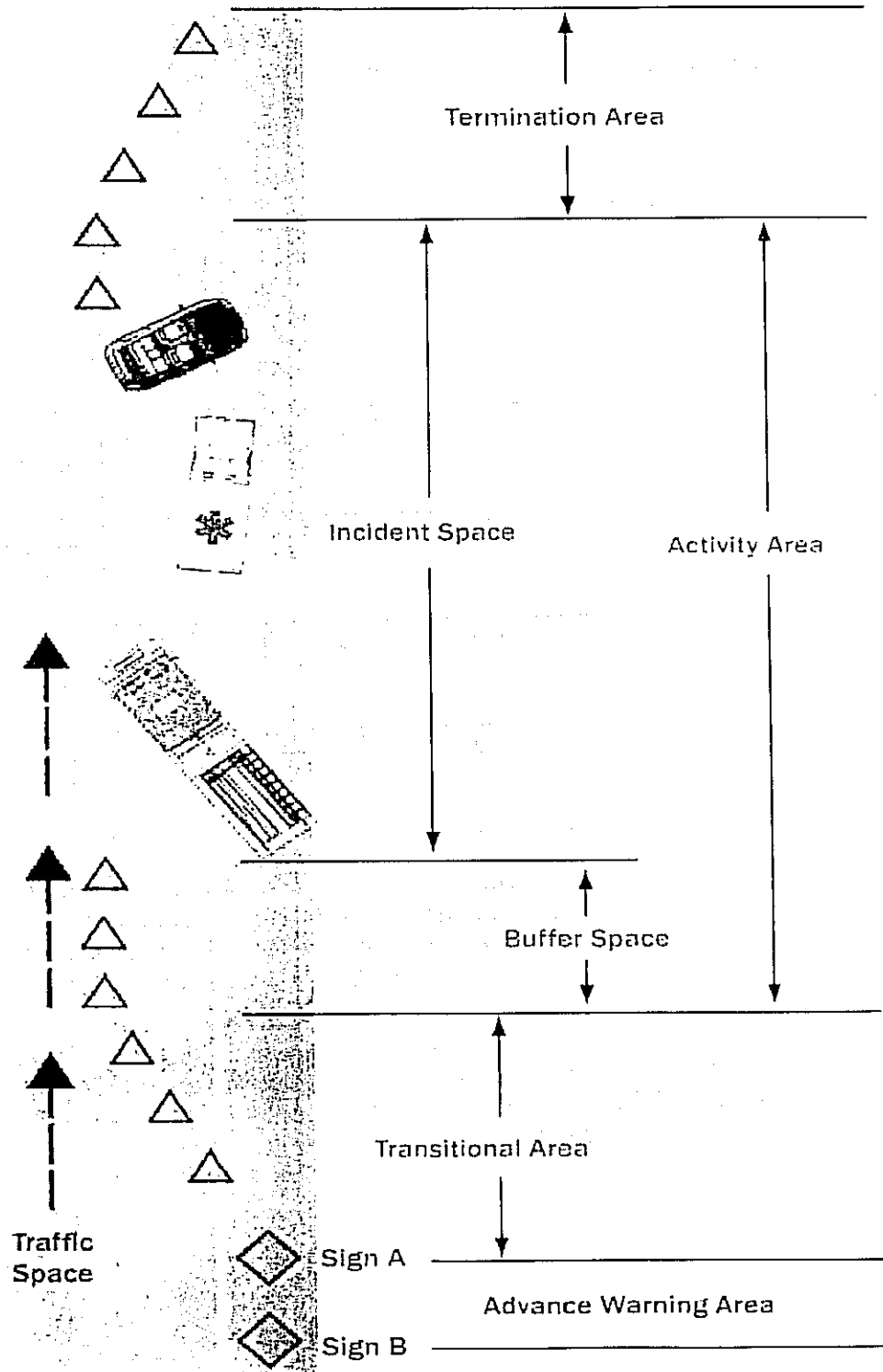
SUBJECT: COMMUNICATIONS/RESPONSE: Road Incidents

PURPOSE: To establish guidelines for safe operations on roadways.

OBJECTIVE: To provide as safe a working environment on roadways for all SCAFD personnel as possible.

1. Fluorescent break away vests have been placed in service on all apparatus, including those personnel that are currently exercising run direct status.
2. All personnel, while performing non-fire suppression, on any roadway, are required to wear an **ANSI 207 class 2** fluorescent vest *purchased by the SCAFD and provided on all apparatus. Those given direct response status have been issued a vest and are required to wear it, if not directly involved in fire suppression activity. No vest substitutions will be permitted.*
3. Those individuals who will be performing fire suppression activities are exempt from wearing a fluorescent vest, as exposure to heat may melt them.
4. It shall be at the discretion of Incident Command (**IC**) to determine the position of apparatus at the scene. In the event the first unit on scene is an apparatus, positioning shall be determined by the driver, *in the absence of an Officer either in the front seat or on scene.* ~~with recommendations being considered by the front passenger.~~ *It shall be understood, placement of apparatus is a tactical operation function, meaning direction from the person either in charge, or potentially in charge of the scene shall be adhered to. In the event no direction is provided to the driver, either directly or over radio transmission, the driver will assume apparatus placement to the best of their ability.* Emphasis shall be placed on parking the apparatus at an angle to block oncoming vehicles, thereby protecting personnel participating in the incident. In addition, the type of incident shall determine which side of the apparatus is protected or exposed to oncoming traffic.
5. In the event circumstances dictate closure of the roadway, positioning of the apparatus shall be done so no oncoming vehicles will be able to pass around any apparatus and/or through the scene. This may be accomplished by the first on scene unit, or subsequent apparatus. When it is decided that the roadway should be closed, secondary apparatus should be designated to perform this task. Coordination of road closures will be done in cooperation with the law enforcement agency having jurisdiction.
6. When possible, all personnel shall dismount the apparatus away from oncoming vehicles, to minimize exposure.
7. *Whether cones and signs should be deployed may be determined by the duration of the incident and/or the weather conditions present. If an incident duration is estimated to last more than thirty (30) minutes, cones and signs shall start to be deployed within fifteen (15) minutes of the first apparatus arriving on scene.*

8. The following diagram may be used to set up cones and signs to direct traffic appropriately:



29

9. ~~Hand signs and traffic cones shall also be deployed to enhance the visibility of the incident scene to oncoming vehicles.~~ *The following chart associated with MUTCD (Manual of Uniform Traffic Control Devices) TIMA (Traffic Incident Management Applications) Distances should be used as a guide for placement of cones and signs, should the circumstances allow.*

Miles Per - Hour	2nd Warning Sign (B)	1st Warning Sign (A)	Transition Area Taper	Buffer Space	Work Space	Termination Area Taper
30	100	100	70	625	Length of incident	100 feet per lane
40	350	350	125	825	Length of incident	100 feet per lane
50	500	500	375	1,000	Length of incident	100 feet per lane
60	1,500	1,000	450	1,300	Length of incident	100 feet per lane
70	1,500	1,000	525	1,450	Length of incident	100 feet per lane

10. *In the event SCAFD personnel and apparatus are no longer required to be on scene, but local law enforcement need to stay on scene to conduct an extensive investigation, in the spirit of cooperation, cones and signs may be left behind for protection, provided communication is conducted with the Lead Law Enforcement Officer to insure all cones and signs are returned to the SCAFD when concluded.*
11. *When traffic control is required, stop and slow signs will be utilized with radio communications between those individuals being held on proprietary talk group F41, to avoid conflict with the tactical operations of the incident. IC will be required to monitor F41 in the event contact with these individuals is necessary.*

Report

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 11/01/2008 through 11/30/2008

Printed: 12/11/2008

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min. Resp. Min. Cont. Loss	Officer in Charge	Total Hr:Min:Sec
0000150-000 9501 Pine Needle	11/01/2008	13:14	12 611 AMA to Flushing, cancelled		20 \$ 0	0.00 \$ 0		0:16:00
0000151-000 4449 Windsor CT MS Turkessa Newell	11/01/2008	18:46	1 113 Cooking fire, confined to container		18 \$ 300	0.00 \$ 0	COLE, BRENT D - CHIEF	0:53:00
0000152-000 524 Ashwood DR	11/05/2008	09:51	12 611 AMA to Flushing, cancelled		8 \$ 0	0.00 \$ 0		0:09:00
0000153-000 Adjacent to 12311 Potter RD MR Ed McCartney	11/06/2008	17:13	2 171 Cultivated grain or crop fire	MR Ed McCartney	21 \$ 0	0.00 \$ 25	COLE, BRENT D - CHIEF	0:32:00
0000154-000 5356 Worchester DR MR Steven Long	11/06/2008	23:34	1 745 Alarm system activation, no fire -	MR Steven Long	23 \$ 0	0.00 \$ 0	COLE, BRENT D - CHIEF	0:18:00
0000155-000 2500 S Elms RD	11/07/2008	02:31	2 735 Alarm system sounded due to		22 \$ 0	0.00 \$ 0	COLE, BRENT D - CHIEF	0:54:00
0000156-000 10315 Miller RD	11/07/2008	18:21	1 621 Cntrld fire Gaines Township		16 \$ 0	0.00 \$ 0	PLUMB, DAVID J - CAPTAIN/EM	0:19:00
0000157-000 Directions EB I 69 @ the Rest Area #627	11/07/2008	19:17	1 111 Rest Area bldg struct fire		17 \$ 100,000	0.00 \$ 5,000	KING, JACK L - BATT CHIEF	2:08:00
0000158-000 8339 Calkins RD MR Steve Huffman	11/13/2008	08:45	2 440 Utl pole fire	MR Steve Huffman	15 \$ 0	0.00 \$ 0	MERRIAM, ERIC M - ASSISTANT	0:26:00
0000159-000 5360 Winshall DR Greg McNight	11/14/2008	15:42	1 653 Smoker mistaken for structure		16 \$ 0	0.00 \$ 0	TREIGER, MICHAEL P -- LIEUTENANT	0:15:00
0000160-000 7589 Miller RD	11/14/2008	21:59	1 111 Fire on stove, unoccupied	MR Charlie McKee	17 \$ 500	0.00 \$ 500	COLE, BRENT D - CHIEF	0:56:00
0000161-000 4935 Ida CT MR Josh Baily (Maintenance)	11/15/2008	22:10	1 745 Alarm system activation, no fire -	MR Josh Baily (Maintenance)	15 \$ 0	0.00 \$ 0	KING, JACK L - BATT CHIEF	0:30:00
0000162-000 Lennon/Seymour and lennon/seymour MRS Cindy S Waugh	11/17/2008	17:15	2 352 Extrication of victim(s) from	MRS Cindy S Waugh	25 \$ 0	0.00 \$ 0	PLUMB, DAVID J - CAPTAIN/EM	1:15:00

Incident Log for 11/01/2008 through 11/30/2008

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec		
Involved Name				Owner Name		Officer in Charge				
0000163-000 8370 W Reid RD	11/21/2008	08:30	12 140	Natural vegetation fire, other	16 \$ 0	6.00	11.00 \$ 0	2:25:00		
						TABIT, STEPHEN D - CAPTAIN/EM				
0000164-000 Directions Lennon; btwn Morrish and Elms MS Cassandra A Voorhies	11/24/2008	20:41	1 463	Vehicle accident, general cleanup	21 \$ 0	6.00	10.00 \$ 0	0:39:00		
				MS Cassandra A Voorhies		KING, JACK L - BATT CHIEF				
0000165-000 In front of 9356 W Hill RD MR Trevor Williams	11/29/2008	04:02	12 352	Extrication of victim(s) from	25 \$ 0	7.00	10.00 \$ 0	2:03:00		
				MR Trevor Williams		KING, JACK L - BATT CHIEF				
Incidents by Shift Including Exposures										
	No. Resp.	Total Hr:Min		Prop. Loss	Cont. Loss	0	1	2	3	4
Totals:	295	13:58:00		\$ 100,800	\$ 5,525	0	4	10	2	0

The total number of incidents, including exposure fires is 16.

The number of exposure fires is 0.

RECEIVED
DEC 22 2008

The Swartz Creek Area Fire Department



2009 Budget

November 17, 2008

SWARTZ CREEK AREA FIRE DEPT: 2009 PROPOSED BUDGET

ACCT #		06 ACTUAL	07 BUDGET	07 ACTUAL	08 BUDGET	09 BUDGET	DEFINITION
REVENUES:							
3582	Contributions-Operating	\$242,452.78	\$244,513.00	\$258,087.06	\$252,350.00	\$251,860.00	Estimated Operating Contributions
3583	Contributions-Equipment	\$42,625.00	\$37,659.00	\$37,659.00	\$45,350.00	\$199,397.00	Estimated Equipment Contributions
3628	Misc. Income (Sundry)	\$22.00	\$0.00	\$32.00	\$0.00	\$0.00	Miscellaneous Income
3664	Interest Income	\$2,184.08	\$300.00	\$1,230.13	\$300.00	\$300.00	Interest from Deposits
3673	Sale of Fixed Assests	\$575.00	\$0.00	\$0.00	\$0.00	\$0.00	Sale of Miscellaneous Used Items
	TOTAL REVENUES	\$287,858.86	\$282,472.00	\$297,008.19	\$298,000.00	\$451,557.00	
EXPENSES							
4703	Social Security	\$10,765.59	\$11,543.00	\$13,397.42	\$12,000.00	\$11,500.00	Social Security - .0145%, FICA - .062%
4704	Salaries - Staff	\$40,631.41	\$44,000.00	\$40,760.95	\$45,000.00	\$45,750.00	Chief, Acct.
4705	Salaries - Maintenance	\$13,492.47	\$13,900.00	\$14,116.41	\$14,100.00	\$15,000.00	Maint., Qtr. Master Train. FF Labor, pump testing
4706	Salaries - Officers	\$14,520.00	\$14,520.00	\$14,520.00	\$15,000.00	\$15,000.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 5 Lieut.
4707	Salaries - Firefighters			\$83,748.56	\$74,000.00	\$74,000.00	Est. Fire Run Payment for Firefighters
4708	Deferred/Direct Respor			19.00	\$3,450.00	\$5,900.00	Deferred Comp. Employer Paid/Direct Response Comp.
4709	Medical - Firefighters			164.75	\$6,650.00	\$6,700.00	Physicals, Hept. - B Shots
4727	Office Supplies			832.15	\$2,900.00	\$2,900.00	Clerical Supplies, Postage, Shipping
4728	Building Supplies/Ma			687.59	\$900.00	\$900.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies			738.62	\$9,500.00	\$8,650.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services			7,032.70	\$8,000.00	\$7,700.00	Audit, Legal, Cleaning, Advertising, Copier Maint. Agree., Photos
4850	Communications			3,601.78	\$4,650.00	\$4,200.00	Telephone/Internet Service
4910	Insurance			27,025.00	\$29,900.00	\$29,900.00	Fleet, Liability, Workers' Comp., F.F. Ins.
4920	Utilities			14,645.22	\$16,000.00	\$17,000.00	Gas/Electric, Water/Sewer
4960	Education & Trai			\$6,459.23	\$10,600.00	\$7,060.00	Dues, Classes/Materials, Prevention Materials, Subscriptions
4970	Office Equipmen			(\$14.26)	\$240.00	\$240.00	Office Equipment
4976	Fire Equipment			\$17,408.16	\$15,660.00	\$23,500.00	Gear, Suppression Equip. Pagers, Radios
4978	Fire Equip-Mai			\$20,897.65	\$17,725.00	\$18,700.00	Maint. Agree., Repair of Fire Equipment
4979	Fire Equip-Upr			\$946.56	\$10,275.00	\$1,750.00	Upgrades of existing Fire Equipment
4984	Computer Har			\$859.90	\$900.00	\$900.00	Computer Hardware & Hardware Repair
4988	Computer Sof			\$574.76	\$550.00	\$750.00	Computer Software, Software Upgrades, Train. Mats.
				285,822.15	298,000.00	298,000.00	0% increase over 2008 budget
4981	Apparatus						Truck Purchases
4982	Loose Equip-New Apparatus						Loose Equip for New Apparatus Only
4983	SCBA Replacement	\$0.00				\$153,557.00	SCBA Replacement
	Total Expenses	278,874.97	282,472.00	285,822.15	298,000.00	451,557.00	
	Net Income (Loss)	\$8,983.89	\$0.00	\$11,186.04	\$0.00	\$0.00	
	Fund balance beginning of the year	\$0.00	\$0.00	\$0.01	\$0.00	\$0.00	
	Fund balance end of the year	\$8,983.89	\$0.00	\$11,186.05	\$0.00	\$0.00	

less FT training 4960 (\$3440.00)
less Social Security 4703 (\$500.00)
less Lieutenants 4706 (\$2000.00)
Changes:

2009 PROPOSED BUDGET

2009 BUDGET BREAKDOWN:

Acct# 703 Social Security \$11,500.00 (-500.00)

2006 Actual	\$10,765.59	
2007 Actual	\$13,397.42	
2008 Budget	\$12,000.00	
Chief Salary/Acct Wage		\$45,750.00
Officers		\$15,000.00
Main/Train		\$15,000.00
Firefighters		\$74,000.00
Unemployment Payments		\$960.00
TOTAL	\$149,750.00 @ .0765	\$11,455.88

Acct# 704 Staff: Chief & Acct/Clerical Specialist Wages \$45,750.00 (+750.00)

2006 Actual	\$40,631.41	
2007 Actual	\$40,760.95	
2008 Budget	\$45,000.00	
Chief Salary	\$23.14 x 25hrs x 52 wks (no change)	\$30,082.00
Acct. Wage	\$12.78 x 24hrs x 51wks (3% increase)	\$15,642.72
TOTAL		\$45,724.72

Acct# 705 Maintenance & Training Wages \$15,000.00 (+900.00)

2006 Actual	\$13,492.47	
2007 Actual	\$14,116.41	
2008 Budget	\$14,100.00	
Truck Maintenance Salary		\$3,120.00
Quarter Master Salary		\$1,800.00
Training Salary		\$2,460.00
Instructor Make Up Training Salary		\$300.00
Firefighter Labor:		
Fire Prevention Presentations		\$1,000.00
Hose Testing		\$1,700.00
Hall/Apparatus Duties		\$4,500.00
TOTAL		\$14,880.00

Acct# 706 Officer Salary \$15,000.00 (No Change)

2006 Actual	\$13,652.50	
2007 Actual	\$14,520.00	
2008 Budget	\$15,000.00	
Asst. Chief (1)		\$2,520.00
Batt. Chief (1)		\$2,160.00
Captain (2)		\$3,840.00
Lieutenant (4)		\$6,480.00
TOTAL		\$15,000.00

2009 PROPOSED BUDGET

Acct# 707 Firefighter Wages

\$74,000.00 (No Change)

2006 Actual	\$72,725.17		
2007 Actual	\$83,748.56		
2008 Budget	\$74,000.00		
FIREFIGHTER			+2%
Probation I	\$9.31	to	9.49
Probation II	\$9.93	to	10.12
FFI	\$10.53	to	10.74
FFII	\$11.52	to	11.75
Officer I	\$12.46	to	12.7
Officer II	\$13.20	to	13.46
Officer III	\$13.57	to	13.84
Tenure	+.30 for 3yrs; 5yrs & 5 year increments		
RADIO OPERATOR			
Probation	\$9.31	to	9.49
After 1 year	\$9.99	to	10.18

Acct# 708 Deferred/Direct Response Compensation

\$5,900.00 (+2,450.00)

2006 Actual	\$3,060.00	
2007 Actual	\$3,119.00	
2008 Budget	\$3,450.00	
Firefighters: flat rate, \$50 per yr X 26 FF		\$1,300.00
Firefighters: \$1.50 per run x 26 FF X90 runs (includes alarms & training hrs)		\$3,510.00
Direct Response: \$4.00 per run X 250 runs (to offset fuel costs for direct responders)		\$1,000.00
TOTAL		\$5,810.00

Acct# 709 Medical Expense

\$6,700.00 (+50.00)

2006 Actual	\$5,636.50	
2007 Actual	\$4,464.75	
2008 Budget	\$6,650.00	
Physical 45 FF @ \$140		\$6,300.00
New hire Hept B injections 2 @ \$125		\$250.00
Safety Lenses 2 @ \$50		\$100.00
TOTAL		\$6,650.00

Acct# 727 Office Supplies

\$2,900.00 (No Change)

2006 Actual	\$1,633.04	
2007 Actual	\$2,856.22	
2008 Budget	\$2,900.00	
Supplies (forms, envelopes, pens, etc...)		\$1,100.00
Postage (stamps, special mailings)		\$500.00
Shipping		\$1,300.00
TOTAL		\$2,900.00

2009 PROPOSED BUDGET

Acct# 728 Building Supplies **\$900.00 (No Change)**

2006 Actual	\$899.95	
2007 Actual	\$687.59	
2008 Budget	\$900.00	
Paper Products		\$350.00
Cleaning Products		\$250.00
Light Bulbs		\$100.00
Keys		\$20.00
Repairs/Updates		\$180.00
TOTAL		<u>\$900.00</u>

Acct# 741 Equipment Supplies **\$8,650.00 (-850.00)**

2006 Actual	\$8,501.48	
2007 Actual	\$8,738.62	
2008 Budget	\$9,500.00	
Fuel		\$4,500.00
Filters		\$500.00
Oil		\$350.00
Small Tools		\$600.00
Misc. Supplies		\$2,700.00
TOTAL		<u>\$8,650.00</u>

Acct# 801 Contract Services **\$7,700.00 (-300.00)**

2006 Actual	\$6,627.81	
2007 Actual	\$7,032.70	
2008 Budget	\$8,000.00	
Emergency Excavating/Towing		\$500.00
Auditing Service		\$2,600.00
Maintenance Agreement-Copier		\$1,850.00
Office Cleaning (Sta 1)		\$600.00
Legal Service		\$2,000.00
Personnel Photos		\$110.00
TOTAL		<u>\$7,660.00</u>

Acct# 850 Communications **\$4,200.00 (-450.00)**

2006 Actual	\$3,490.33	
2007 Actual	\$3,601.78	
2008 Budget	\$4,650.00	
Web Site Domain Name (next due 01/01/10)		\$0.00
Cell Phone		\$120.00
Chief's Pager		\$72.00
maint. Officer's Pager		\$72.00
Phones/Internet Access		\$3,930.00
TOTAL		<u>\$4,194.00</u>

2009 PROPOSED BUDGET

Acct# 910 Insurance **\$29,900.00 (No Change)**

2006 Actual	\$28,422.35	
2007 Actual	\$26,914.00	
2008 Budget	\$29,900.00	
Michigan Par Plan		\$19,000.00
Worker's Compensation		\$9,000.00
Volunteer Firefighter Insurance		\$1,900.00
TOTAL		<u>\$29,900.00</u>

Acct# 920 Utilities **\$17,000.00 (+1,000.00)**

2006 Actual	\$13,206.57	
2007 Actual	\$14,645.22	
2008 Budget	\$16,000.00	
Water/Sewer		\$1,000.00
Gas/Electric		\$16,000.00
TOTAL		<u>\$17,000.00</u>

Acct# 960 Education & Training **\$7,060.00 (-3,540.00)**

2006 Actual	\$9,960.58	
2007 Actual	\$6,459.23	
2008 Budget	\$10,600.00	
FIREFIGHTER TRAINING		
Misc. FF Classes		\$2,670.00
ADVANCED TRAINING		
Officer Classes \$350 ea x 1		\$350.00
CERTIFICATIONS		
CPR		\$50.00
MEMBERSHIPS		
Michigan Fire Chiefs		\$80.00
Genesee Co. Fire Chiefs \$60 ea x 2 + \$135 dept		\$245.00
Shiawassee Co. Firefighters		\$75.00
Mi State Fireman's Assoc \$30 ea x 45 + \$75 dept		\$1,425.00
Mi Fire Service Instruct. Assoc		\$60.00
Interntl Assoc Of Arson Invest. \$30/3 yrs due 2011		\$0.00
Fire Dept Safety Officers Assoc		\$85.00
JOURNALS		
Fire Engineering (9)		\$180.00
NFPA Fire Code Subscription Annual Updates		\$795.00
Smart Computing		\$29.00
FIRE PREVENTION		
Misc. Materials/handouts/DVDs to replace worn out VHS tapes		\$1,000.00
TOTAL		<u>\$7,044.00</u>

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

2006 Actual	\$318.34	
2007 Actual	(\$14.26)	
2008 Budget	\$240.00	
Potential Replacement of Damaged Items		\$240.00
TOTAL		<u>\$240.00</u>

2009 PROPOSED BUDGET

Acct# 976 Fire Equipment		\$23,500.00 (+7,840.00)
2006 Actual	\$15,159.87	
2007 Actual	\$17,408.16	
2008 Budget	\$15,660.00	
Securitex Turn Out Gear (10)		\$15,000.00
Misc. Personal Safety Equipment		\$3,000.00
Dress Uniforms		\$3,000.00
Minitor V Pagers (5)		\$2,250.00
10 yr Anniversary Helmet (1)		\$200.00
TOTAL		<u>\$23,450.00</u>

Acct# 978 Fire Equipment-Maint/Repair		\$18,700.00 (+975.00)
2006 Actual	\$18,262.25	
2007 Actual	\$20,897.65	
2008 Budget	\$17,725.00	
Truck Repair		\$5,000.00
Jaws Pump Maint		\$1,350.00
Air Compressor M/A		\$1,000.00
Turn-Out Gear Repair/Cleaning		\$3,000.00
Ladder Certification		\$700.00
Annual Pump Test/Maint		\$2,000.00
Pager/Radio Repair		\$2,500.00
SCBA Repair		\$700.00
First Aid Kit (restock)		\$400.00
Fire Extinguishers Maint		\$300.00
Misc. Equipment Repair		\$1,000.00
Posi Check Maint		\$600.00
SCBA Air Bottle Testing		\$150.00
TOTAL		<u>\$18,700.00</u>

Acct# 979 Fire Equipment-Upgrades		\$1,750.00 (-8,525.00)
2006 Actual	\$9,684.85	
2007 Actual	\$946.56	
2008 Budget	\$10,275.00	
Face Masks (5 in addition to FEMA grant)		\$1,750.00
TOTAL		<u>\$1,750.00</u>

Acct# 981 Apparatus Purchase		\$0.00
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Acct# 982 Loose Equipment-New Apparatus		\$0.00
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Acct# 983 SCBA		\$153,557.00 (+15,3557.00)
SCBA Replacment		\$130,000.00
Spare Bottle Replacement		\$8,500.00
Quantitative Fit Testing Equipment		\$8,500.00
Total matching funds if FEMA grant is approved		\$6,557.00
TOTAL		<u>\$153,557.00</u>

2009 PROPOSED BUDGET

Acct# 984 Computer Hardware/Repairs **\$900.00 (No Change)**

	2006 Actual	\$1,316.59	
	2007 Actual	\$859.90	
	2008 Budget	\$900.00	
	Computer/Monitor upgrades		\$600.00
	Potential Repairs		\$300.00
	TOTAL		\$900.00

Acct# 988 Computer Software/Upgrades **\$750.00 (+200.00)**

	2006 Actual	\$559.82	
	2007 Actual	\$574.76	
	2008 Budget	\$550.00	
	Fire Tools Upgrade		\$300.00
	Peachtree Upgrade		\$0.00
	Peachtree Tax Service (must have to run payroll)		\$250.00
	Miscellaneous Software Needs		\$200.00
	TOTAL		\$750.00

Acct# 999 Reserve **\$0.00**

Swartz Creek Area Fire Department 2009 Budget Explanation List:

~September 15, 2008~

4976 Fire Equipment:

#	Cost	Description
10	15,000	Sets of Securitex turn out gear (This is a continuation of replacement & provisions for new personnel if sizes in our current back up inventory do not fit. In addition, NFPA 1851 recommends removal from service fire gear that is 10 years old. Attached is an email and support documents from Captain Tabit.)
1	3,000	Continue amount (started in 2002) that will cover replacement or purchase (due to size needs) of boots, helmets, gloves, hoods, facemasks & etc. as needed throughout the year.
	3,000	Dress uniform needs. Each firefighter that comes off probation should receive a complete dress uniform, to properly represent the SCAFD. With the increase in personnel and the age of some currently issued uniforms, an increase from last year is warranted.
5	2,250	Minitor V dispatch pagers (An analysis of the current inventory leads us to start replacing all the Minitor III models due to increase repair and parts availability issues.)
1	200	Anniversary helmets (Those that reach their 10 th Anniversary are presented with a traditional helmet)

Total Fire Equipment = \$23,450.00

4978 Fire Equip.-Maintenance/Repair

	5,000	Unclassified truck repair labor
1	1,350	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	3,000	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.)
1	700	Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)
1	2,000	Annual Engine Pump testing (An annual cost associated with NFPA requirements). Beginning in 2008, pump maintenance was reduced to once a year, based on the number of incidents for the SCAFD per year. Unless alarms should increase, this will be the standard for future. Included with the annual maintenance, each applicable pump will be re-certified.
	2,500	Pager/radio repair (To try and hold down repair costs, new pagers are once again being proposed, as electronic equipment only lasts so long. With increase age, comes an increase in repeat repairs. In addition, the more people on the roster, the greater the amount of repairs that may be

- needed.)
- 700 SCBA repair (Parts associated with the frame, bottles & face masks. As our SCBA age, they will cost more.)
- 400 First Aid Kit (Restock of used items & replacement of expired.)
- 300 Department fire extinguisher maintenance (yearly inspections are required)
- 1,000 Misc. Equipment Repairs (hand tools, power equipment & etc)
- 500 Fit Test Maintenance (parts and machine certification associated with MiOSHA requirements)
- 150 Hydrostatic SCBA bottle testing (Hydro tested ever 3 years for SCBA bottles is a mandatory MiOSHA requirement, in previous years not listed separately. Not all bottles are tested each year. The year of testing is determined by the date they were purchased new.)

Total Maintenance/Repair = \$18,600.00

4979 Fire Equipment - Upgrades

- | # | Cost | Description |
|---|-------|---|
| 5 | 1,750 | ISI face masks (Additional face masks above what the FEMA grant was written for to accommodate the extra personnel recently hired OR extras available for damaged or malfunctioning units.) |

Total Upgrades = \$1,750.00

4984 Computer Hardware (Repairs/Upgrades):

- | Cost | Description |
|------|--|
| 600 | Computer Upgrades (Amount to cover aging monitors, CPU's and misc. hardware) |
| 300 | Repairs and/or replacement of miscellaneous items such as monitors, mice, keyboards, hard drives, and etc. |

Total Computer Hardware (Repairs/Upgrades) = \$900.00

4988 Computer Software (New/Upgrades):

- | Cost | Description |
|------|---|
| 300 | FireTools user fee. (FireTools has charged the SCAFD this amount yearly. It includes all upgrades associated with the program.) |
| 250 | Peach Tree Tax Service (required to run payroll) |
| 200 | Miscellaneous unforeseen software upgrades and/or purchases. |

Total Computer Software (New/Upgrades) = \$750.00

4983 Additional Funding (outside normal operating budget)

- 130,000 Estimate amount for SCBA replacement plus additional face masks to accommodate for the additional personnel hired if the FEMA grant is denied.
- 8,500 Quantitative fit testing equipment
- 8,500 Cost to replace 16 spare SCBA bottles if the FEMA grant is denied and funding for new SCBA is not proved.
- 6,557 Total matching funds if FEMA grant is approved.

**Swartz Creek Area Fire Department
2009 Fire Apparatus Replacement / Addition Schedule
August 18, 2008**

New/OT Replacement Year	Purchased New Year	Original Cost	Service Years When Replaced	Apparatus Description	Rig #	Replacement/Additional Apparatus	Projected Cost
2011	1991	55,459	20	1991 Chev Step Van	41-16	Squad with air system & lighting	200,000
2013	1993	24,290	20	1993 Chev Crew Cab	41-27	Fully equip grass rig with 4 door crew cab	82,540 (1)
2016	1991	180,681	25	1991 Pierce, 1500 GPM pump, 1000 gal tank	41-12	1500 GPM pumper, 750 gal. tank	551,538 (1)
2020	1992	71,235	28	1992 International, 5000 gallon tanker	41-23	New chassis & pump - remount tank	350,000
2023	1997	215,366	25	1998 Pierce, 1500 GPM pump, 750 gal. tank	41-11	1500 GPM pumper, 750 gal. tank	885,649 (1)
2024	1999	227,919	25	1999 Pierce, 1500 GPM pump, 750 gal tank	41-21	1500 GPM pumper, 750 gal. tank	947,645 (1)

(1) Cost estimate courtesy of Rehmann Robson 2008
e:\Cole\Fireboard\Budget\Apparatus Replacement Schedule 2009.xls

DATE: September 15, 2008

TO: Jason Christie, Mayor Protem/Fire Board Representative
Paul Bueche, City Manager
City of Swartz Creek Council

FROM: Fire Chief Brent Cole

SUBJECT: City Station Considerations – 2009 Budget
(1) Previous considerations that have not been addressed or have not received a reply of consideration.

I. Safety

1. Maintain vigilant compliance with MiOSHA regulations.
2. Garage door remote controls. This is both a safety and energy conservation issue.
(1) During 2004, I thought they were going to be installed. Since then I've recommended the upgrade every year without response. The remote controls will help prevent slips or falls (by an individual proceeding to the apparatus after shutting the door) and/or assure the ability to shut the door without waiting for a person to do so (which will cut down on response times).

II. Issues to insure current/future safety for the community

1. Bi-yearly hydrant flush and pump maintenance, and annual flow testing. (1) REASON: Due to a continued difficulty in opening the large steamer taps at hydrant locations, it is imperative that each cap on each hydrant be completely loosened to insure reliability. ISO credit was reduced due to this not being done. Currently, they are only flushed once a year.
2. Enact a multi-residential and commercial sprinkler/smoke detector ordinance for all future development. (1) REASON: The cost of such is now affordable due to recent technology advancements. Insurance premiums and life safety issues will be reduced for the owner. In the event of fire, this will save lives and property damage.
3. Enact a Knox Box ordinance for all future commercial development. (1) REASON: This will allow for fast access to the business after hours without causing damage due to forcible entry. The cost of a Knox Box is born by the owner.
4. Install "No Parking" signs on the garage doors on the east side of the fire station. (1) REASON: Citizens have parked in front of and/or adjacent to the apparatus doors. With the creation of the Veteran's Memorial, the possibility increases.
5. Cost recovery for future apparatus purchases. Rehmann Robson under section IV, paragraph 9, indicated a need for adoption of cost recovery ordinances. It was also

recommended the fees collected should be earmarked for said purchases. The SCAFD is prepared to start collecting cost recovery fees for placement in a separate fund designated in the name of the City of Swartz Creek, once said ordinances are enacted and authorization is given to the SCAFD for collection.

6. Each year the SCAFD returns unused funds to each municipality from the previous fiscal year's operating budget. I recommend those funds be retained by the SCAFD and ear marked for apparatus replacement.
7. The recommendation of Rehmann Robson indicates the need to establish an annual apparatus funding for the SCAFD. I recommend a specific fire apparatus and fire equipment funding proposal be considered to attain the recommendation.

III. Other important considerations

1. Replace heating system in bay area with radiant system. **(1)** REASON: Radiant system is more efficient than forced air, thus reducing utility costs. The furnace allocated to heating the eastern area of the apparatus bay does not work because the pilot light blows out when the door is opened, meaning only one furnace heats the whole area.
2. Continue replacement of the apparatus bay lighting. **(1)**
3. Clean or replace office area carpeting. **(1)** REASON: It's original carpet from when the building was built in the late 1980's, and it is worn and stained.
4. Repaint the garage doors facing Fortino Dr. REASON: With the replacement of panels on one of the doors, they are different colors. **(1)**

Thank you for your consideration. If you should have any questions, please do not hesitate to contact me.

DATE: September 15, 2008

TO: Greg Childers, Township Trustee/Fire Board Representative
Clayton Township Board

FROM: Fire Chief Brent Cole

SUBJECT: Township Considerations – 2009 Budget
(1) indicates recommendations listed in previous consideration letters.

I. Safety

1. Maintain vigilant compliance with MiOSHA regulations.

II. Issues to insure current/future safety for the community

1. Bi-yearly hydrant flush and pump maintenance, and annual flow testing. **(1)** REASON: At present, Genesee County verbally advises they are flowing once a year. Documentation of said testing should be forwarded to the fire department.
2. Enact a Knox Box ordinance for all future commercial development **(1)**. REASON: This will allow for fast access to the business, after hours, without causing damage due to forcible entry.
3. Cost recovery for future apparatus purchases. Rehmann Robson under section IV, paragraph 9, indicated a need for adoption of cost recovery ordinances. It was also recommended the fees collected should be earmarked for said purchases. The SCAFD is prepared to start collecting cost recovery fees for placement in a separate fund designated in the name of the Charter Township of Clayton, once said ordinances are enacted and authorization is given to the SCAFD for collection.
4. Each year the SCAFD returns unused funds to each municipality from the previous fiscal year's operating budget. I recommend those funds be retained by the SCAFD and ear marked for apparatus replacement.
5. The recommendation of Rehmann Robson indicates the need to establish an annual apparatus funding for the SCAFD. I recommend a specific fire apparatus and fire equipment funding proposal be considered to attain the recommendation.

III. Other important considerations

1. Increase the parking lot size on the east/front side of station 2. **(1)** REASON: The current configuration makes vehicle maneuvering difficult, thus raising the potential for collisions. With the recent increase in personnel assigned to station 2, this, now more than ever, is a viable request.
2. Black top to the rear parking lot **(1)**. REASON: This will stop those individuals that are using the gravel surface for "donuts". The grade level of the parking lot, especially near Walden Dr., is far too low. Water collects there on a regular basis. The previous attempt to fill the holes utilized the "Chip and Seal" product that was left over from a road project, which has since disappeared.
3. Clean the carpet in the conference/deputy area **(1)**. REASON: Obvious stains are the indicators. Now that the roof leaks have been repaired, this request is now viable.
4. Hire a painter to paint all the interior walls **(1)**. REASON: it needs it and now the roof has been repaired.
5. Replace all suspended ceiling tile in the areas where water damage is apparent.

Thank you for your consideration. If you should have any questions, please do not hesitate to contact me.

Summary of Miller Road Accident Analysis: Before vs. After Road Diet

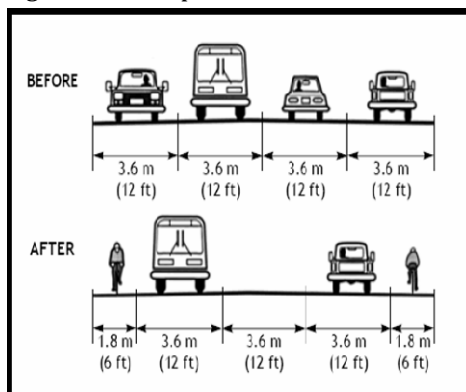
Introduction

This study evaluated traffic accidents along Miller Road within the boundaries of the City of Swartz Creek using Traffic Crash Reports. The intent of this study was to gather raw data to examine how, and to what extent traffic accidents were affected by changing a section of Miller Road from a 4-lane highway to a 3-lane highway with bike lanes.

An example is shown below of what a typical section of road will look like, before and after decreasing the number of lanes; also referred to as a road diet. Typically a 4-lane undivided highway (pre-road diet) will be transformed into a 3-lane highway (post road diet) with a bike lane on either side. The possible benefits of this are a lesser number, and severity of vehicle accidents due to the subtraction of a passing lane. Without a passing lane, vehicles will be unable to pass vehicles the front, causing a decrease in overall speed. This could cause an increase in rear end accidents but may also decrease injuries from traffic accidents.

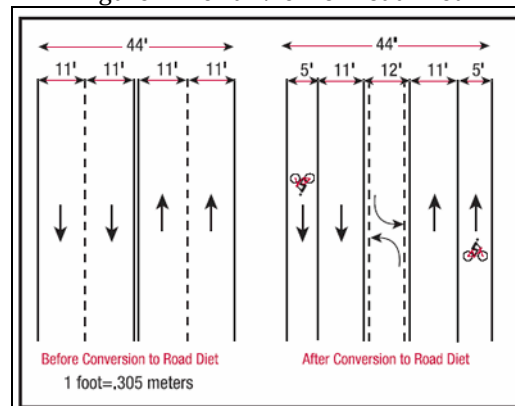
It has also been argued that road diets can reduce the risk to pedestrians, causing fewer pedestrian to vehicle accidents. The Federal Highway Administration reported that pedestrian accident risk was reduced when pedestrians crossed 2 and 3 lane roads, compared to road with 4 or more lanes. Bicyclists on the other hand may be at a greater risk of injury because they are now riding alongside vehicular traffic.

Figure 1: Example of Road Diet



Source: U.S. Department of Transportation

Figure 2: Aerial View of Road Diet

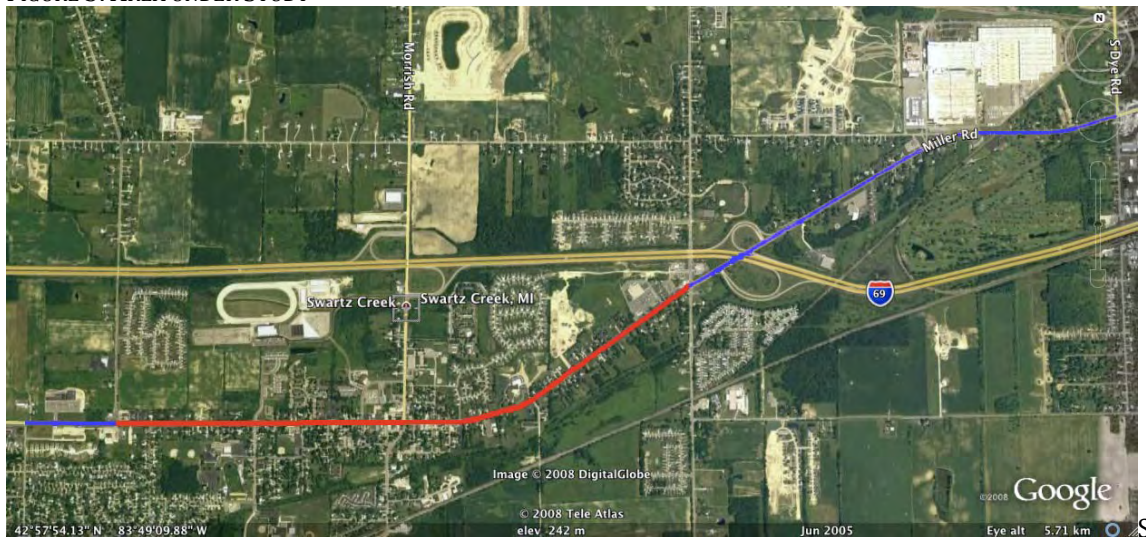


Source: U.S. Department of Transportation

Traffic Crash Reports were gathered from police records through the dates of January 1, 1992 – August 8, 2008. Data from these were compiled to compare accident data from before and after the road diet, and of comparable sections of Miller Road that did not undergo the road diet transformation. This would give a good indication of how accidents were affected due to the road diet and also give comparable data of the other sections of Miller that remained unaffected by this road diet.

The area of traffic crash analysis is located on Miller Road within the boundaries of the City of Swartz Creek. This extends from S. Seymour Rd. (South of Miller Rd.) to Dye Rd. This section is approximately 4.1 miles long. The now road diet section of this highway, extends from S. Seymour Rd. (North of Miller Rd.) to Elms Road, measuring 2.1 miles in length, while the comparable sections of this study make up approximately 2.0 miles. These sections extend from S. Seymour Rd. (South of Miller) to S. Seymour Rd. (North of Miller) and from Elms Rd to Dye Rd. These are mapped out below for your convenience.

FIGURE 3: AREA UNDER STUDY



SOURCE: GOOGLE EARTH

■ -ROAD DIET SECTION

■ -NON ROAD DIET SECTION (COMPARABLE SITES)

Evaluation

There were a total of 908 total accidents recorded between Jan 1, 1992 – August 8, 2008 along Miller Road that lies within the Swartz Creek boundary. These were split up in to 2 sections; January 1, 1992 – June 31, 2002, and July 1, 2002 – August 8, 2008 to represent the before and after time frame of the road diet. On July 1, 2002, accident reports in the road diet section were categorized as 3 lane accidents. The 1 section, January 1, 1992 – June 31, 2002 will be referred to as “before,” and July 1, 2002 – August 8, 2008 will be referred to as “after.”

In an effort to analyze the effects of the road diet, three main factors of concern were looked into:

- Number of Accidents
- Severity of Accidents
- Accident type

Number of Accidents

Of the 908 total accidents, 601 pre-road diet accidents were recorded from the time of 1/1/92 – 6/31/02. 355 of these existed within the road diet area, while the remaining 246 happened within the comparable sites.

307 accidents were recorded from 7/1/02 – 8/8/02. 155 of these occurred within the road diet area of Miller road, and 152 accidents transpired in the comparable sites.

As you can see, the earlier time period is longer, and thus has more accidents. The best method for comparison would be to look at a per year analysis so all variables can be equal.

Figure 4: Road Diet Accidents per Year

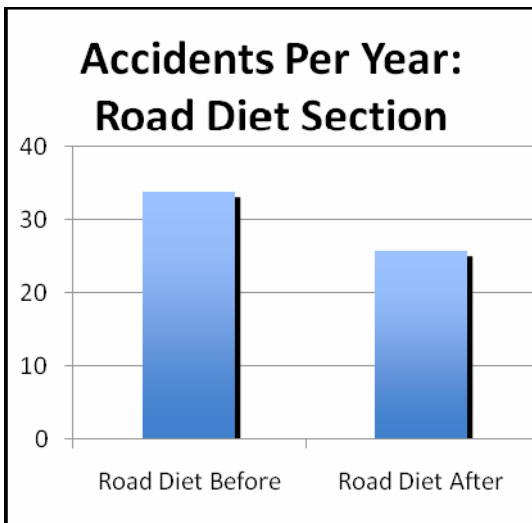
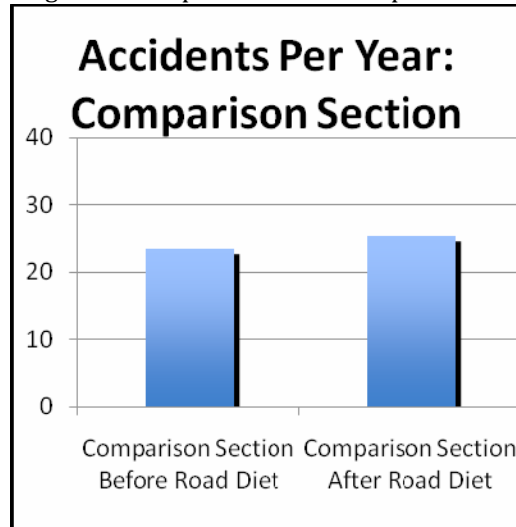


Figure 5: Comparison Accidents per Year



The first graph above shows a decrease in accidents per year in the road diet section after the diet was implemented. Before the road diet, there were on average, 33.81 traffic accidents per year compared to 25.83 accidents per year after the road diet.

This shows a significant decrease in accidents within the road diet section over these two time periods.

The second graph, displaying the comparison sites shows an increase in accidents per year after the road diet. This increased from 23.43 per year to 25.33 per year.

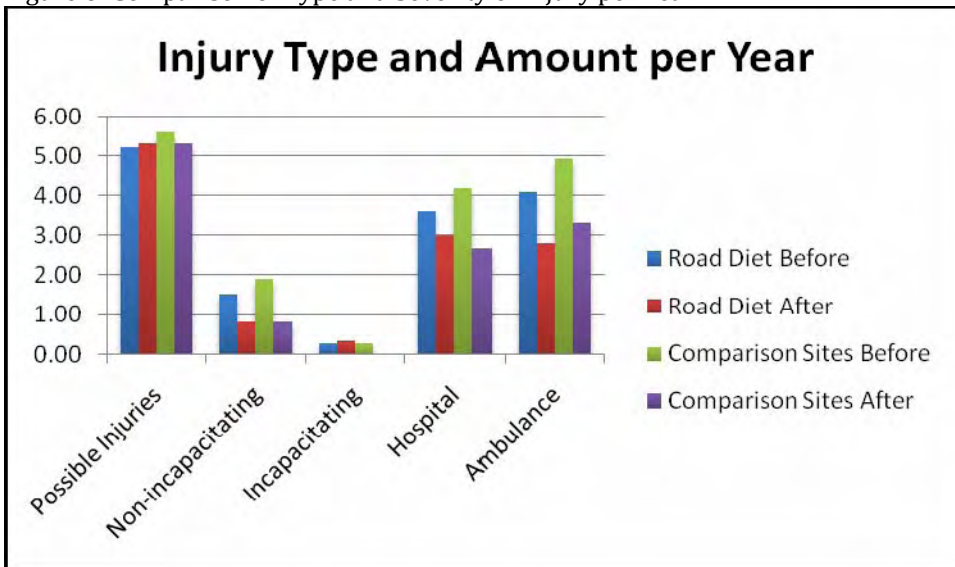
This is a general indication that due to the road diet, accidents have decreased in number throughout this section. The Comparison sites on the other hand, have increased over these two time periods proving that there was not just a general decrease in accidents throughout Miller Rd.

Severity of Accidents

To find the severity of traffic accidents between these two time periods, the best method was to look at how many injuries, the severity of those injuries, and if medical attention was needed; via ambulance or a trip to the hospital.

The accident reports place injuries into four categories based on their severity. From least to greatest seriousness of an injury, these categories are as follows: Possible Injuries, Non-Incapacitating, Incapacitating, and Fatal. Because there are more accidents in the first set of years, the best method of comparison is to measure the amount and type of injury on a per year basis.

Figure 6: Comparison of Type and Severity of Injury per Year



Shown above, possible injuries were fairly consistent throughout the length of the study, averaging a little over 5 per year. Non-Incapacitating injuries decreased

throughout in both road diet sections and comparison sites after the diet took place. There was a very small amount of incapacitating injuries, remaining constant throughout this time period. Ambulance calls to the accident scenes and drivers going to the hospitals after a crash decreased over the two time frames of both the road diet and comparable sites of the study. This decrease in both road diet and comparable sites shows a proportional decrease in the two time periods of both, so it cannot be concluded that the road diet affected this decrease.

It should be noted that in the traffic accident reports, there were 6 total cases of pedestrians or bicyclists getting hit by vehicles. 3 of these occurred in the road diet section after the diet, 1 in the same area before the road diet, and the other 2 were in the comparable sections before the diet. All sustained some sort of injury.

Accident Types

Accident types were categorized in to 6 types; Single motor vehicle, sideswipe, rear end, angle, head on, and other. These accident types were measured as a percentage of the total accidents occurring throughout these time frames for both road diet and comparable sites.

Pictured below is a comparison of the road diet area; before vs. after road diet. The percentages of rear end and sideswipe accidents have increased while angle accidents have decreased. The remaining accident types remained relatively the same percentage throughout the years of study.

Figure 7: Crash percentage Pre-Diet

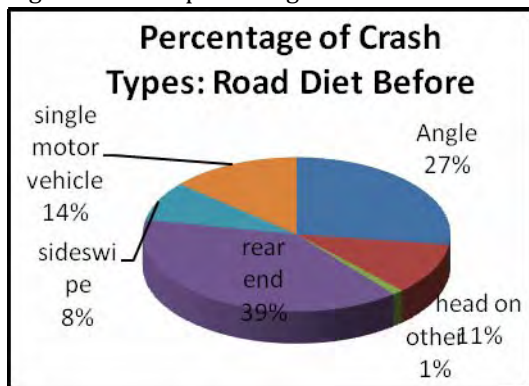
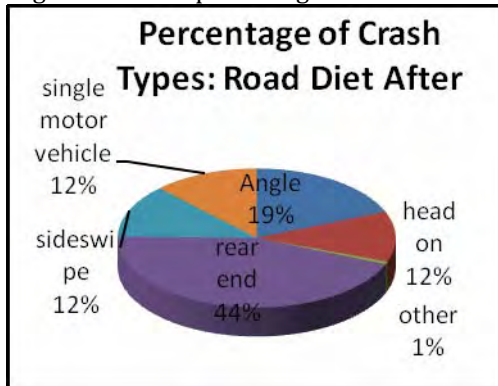


Figure 8: Crash percentage: Post Diet



The graphs below show the two time periods of the comparison site sections of Miller Rd. The before and after road diet percentages were very similar to one another. The only accident types to note are rear end, which decreased by 4%, and angle, which increased by 3% after the road diet.

Figure 9: Crash Percentage Pre-Diet

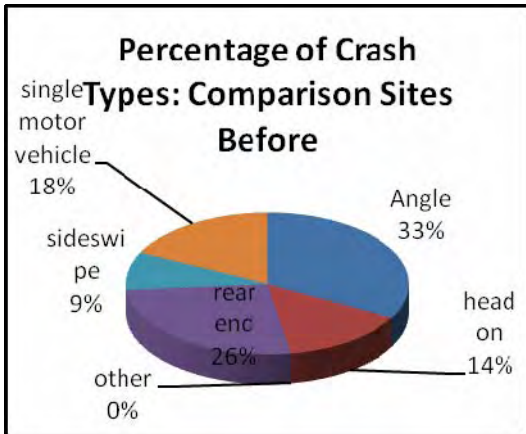
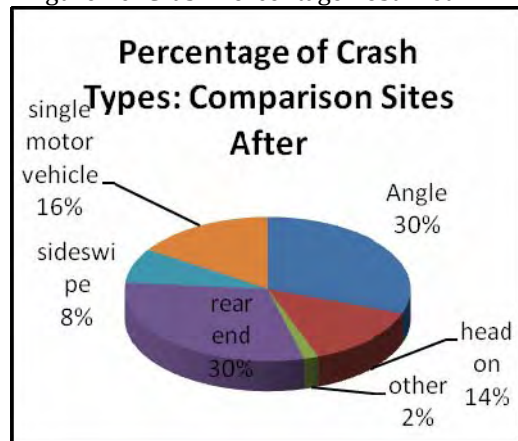


Figure 10: Crash Percentage Post Diet



Summary of Key Findings

Total accidents per year decreased after the road diet from 33.81 to 25.83 in the road diet section of Miller Rd.

Injuries per year, and severity remained relatively the same throughout the years of study in both road diet section and the comparison sections.

The number of times an ambulance was called to the scene of an accident and the number times drivers in a traffic accident had to go to the hospital both decreased after the road diet in both the road diet section and the comparable site sections.

The percentage of Rear End accidents increased while the percentage of Angle accidents decreased in the road diet site after the diet.

There have only been 6 reported pedestrian accidents reported over the time frame of the study. This number is not high enough to give a good representation of how pedestrians are affected by a road diet.

Table 1: A Summary of Data

Comparison of Findings				
	Road Diets Before vs. After	Comparison Sites Before vs. After	Before Period Road Diets vs. Comparison Section	After Period Road Diets vs. Comparison Section
Number of Accidents per Year	Decreased by 7.98 after	Increased by 1.9 after	10.38 more in road diet area	.50 more in road diet area
Severity of Accidents	No significant change	No significant change	No significant change	No significant change
Accident Type	Increased % of Rear End and Sideswipe after. Decreased % Angle after.	Increased % of Angle after. Decreased % of Rear End after.	Greater % of Rear End, and Less % Head on, Angle, and Single in Road diet Section.	Greater % of Rear End and Sideswipe, and Less % of Angle and Single Motor Vehicles in Road Diet Section.

Conclusion

According to the data collected, there is strong evidence supporting road diets decreasing the number of traffic accidents. On a per year basis the number of traffic accidents significantly decreased after the road diet in the road diet section of the study, while the comparison section increased during the same time period. This decrease in accidents is most likely due to the decrease in speed from the road diet, and prevention of switching lanes to pass slower vehicles or vehicles that are turning.

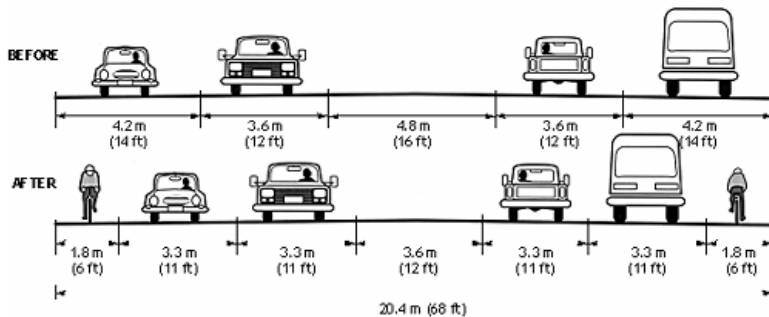
The change severity of accidents shown by the implementation of a road diet leads to the conclusion that the road diet had no affect on this. The road diet section and the comparable sites show similar data over the two time periods, giving no evidence of a change due to the road diet. With such a small number of pedestrian and bicycle accident, it is hard to determine if in fact the road diet had any affect on these types of accidents.

From the data shown, the percentage of accidents due to the road diet, increases rear end and sideswipe accidents, but decreases angle accidents. This increased percentage may be due to slower vehicular. Vehicles in the rear may be going faster than the vehicle in front, and driving too closely, hindering them from stopping on time.

5 Lane Width Reduction with Bike Lane

Below is an example of turning a 5-lane highway, into a 5 lane highway with bike lanes. This reduces the lane width and speed, so a bike lane can be added. Below is an example of such a transformation.

Figure 11: Example of 5 Lane Width Reduction



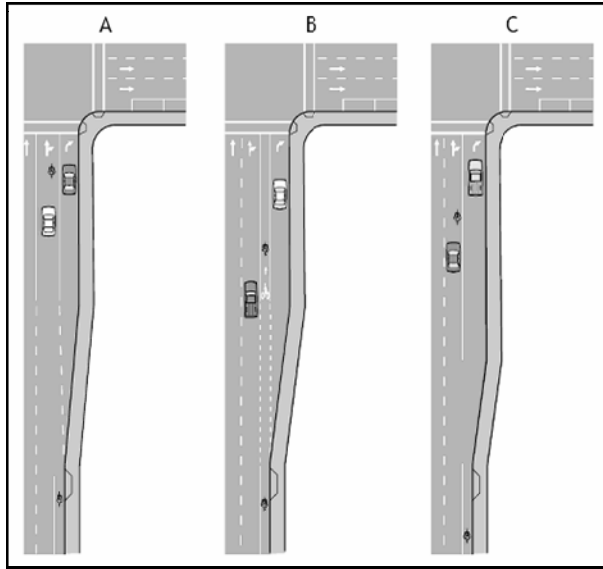
Source: Oregon Bicycle and Pedestrian Plan

Dual right-turn lanes are particularly difficult for bicyclists. Warrants for dual turn lanes should be used to ensure that such lanes are provided only if absolutely necessary. The design for single right-turn lanes allows bicyclists and motorists to cross paths in a predictable manner, but the addition of a through lane from which cars may also turn adds complexity. Some drivers make a last minute decision to turn right from the center lane without signaling, thus catching bicyclists and pedestrians unaware.

Several approaches to bike lane design with dual right-turn lanes are shown in figure 12 below. Design A encourages cyclists to share the optional right-turn lane with motorists. Design B guides cyclists up to the intersection in a dedicated bike lane. Design C allows cyclists to choose a path for themselves (this design is the AASHTO recommendation).

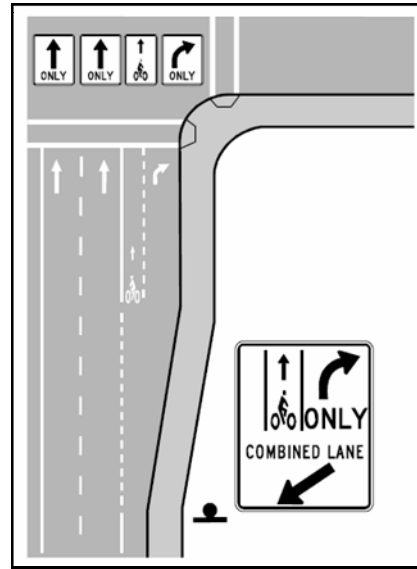
On bike lane projects where there is insufficient room to mark a minimum of 4 ft. for a bike lane, a right-turn lane may be marked and signed as a shared-use lane to encourage cyclists to occupy the left portion of the turn lane. This has proven to be most effective on slow-speed streets. See Figure 13 below.

Figure 12: Examples of Right Turn Bike Lane



Source: Oregon Bicycle and Pedestrian Plan

Figure 13: Marking Example



Source: Oregon Bicycle and Pedestrian Plan

Appendix

	Total Accidents	Possible Injuries	Non-incapacitating	Incapacitating	Hospital	Ambulance
Totals	908	178	46	8	116	132
All Sites Post Road Diet	307	64	10	2	34	37
Road Diet After	155	32	5	2	18	17
Comparison Site After	152	32	5	0	16	20
All Sites Pre Road Diet	601	114	36	6	82	95
Road Diet	355	55	16	3	38	43

Before							
Comparison Site Before	246	59	20	3	44	52	

All Sites Post Road Diet Per Year	51.17	10.67	1.67	0.33	5.67	6.17	
Road Diet After Per Year	25.83	5.33	0.83	0.33	3.00	2.83	
Comparison Sites After Per Year	25.33	5.33	0.83	0.00	2.67	3.33	

All Sites Pre-Road Diet Per Year	57.24	10.86	3.43	0.57	7.81	9.05	
Road Diet Before Per Year	33.81	5.24	1.52	0.29	3.62	4.10	
Comparison Sites Before Per Year	23.43	5.62	1.90	0.29	4.19	4.95	

SUMMARY REPORT

Evaluation of Lane Reduction “Road Diet” Measures and Their Effects on Crashes and Injuries

“ROAD DIETS” ARE OFTEN CONVERSIONS OF FOUR-LANE UNDIVIDED ROADS INTO THREE lanes (two through lanes and a center turn lane), as shown in figure 1. The fourth lane may be converted to bicycle lanes, sidewalks, and/or on-street parking. In other words, existing space is reallocated; the overall area remains the same.

Under most average daily traffic (ADT) conditions tested, road diets have minimal effects on vehicle capacity, because left-turning vehicles are moved into a common two-way left-turn lane.^(1,2) However, for road diets with ADTs above approximately 20,000 vehicles, there is a greater likelihood that traffic congestion will increase to the point of diverting traffic to alternate routes.

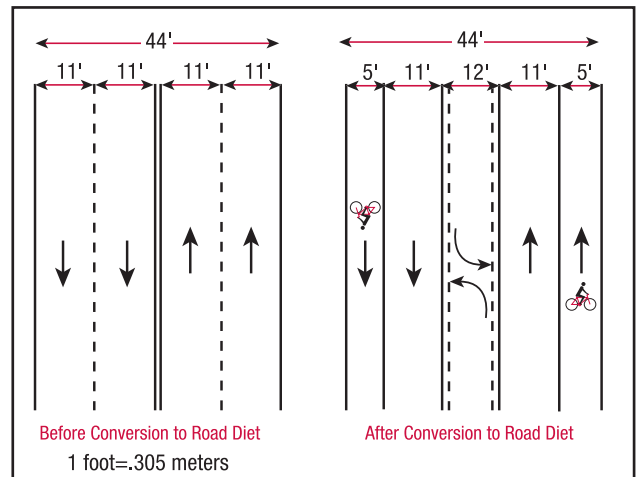


Figure 1. A representative road diet.

The Highway Safety Information System (HSIS) is a multi-State safety database that contains crash, roadway inventory, and traffic volume data for a select group of States. The participating States, California, Illinois, Maine, Michigan, Minnesota, North Carolina, Ohio, Utah, and Washington, were selected based on the quality of their data, the range of data available, and their ability to merge the data from the various files. The HSIS is used by FHWA staff, contractors, university researchers, and others to study current highway safety issues, direct research efforts, and evaluate the effectiveness of accident countermeasures.

Road diets can offer potential benefits to both vehicles and pedestrians. On a four-lane street, drivers change lanes to pass slower vehicles (such as vehicles stopped in the left lane waiting to make a left turn). In contrast, drivers’ speeds on two-lane streets are limited by the speed of the lead vehicle. Thus, road diets may reduce vehicle speeds and vehicle interactions during lane changes, which potentially could reduce the number and severity of vehicle-to-vehicle crashes. Pedestrians may benefit because they have fewer lanes of traffic to cross, and because motor vehicles are likely to be moving more slowly. The Federal Highway Administration (FHWA) report *Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations* found that pedestrian crash risk was reduced when pedestrians crossed two- and three-lane roads, compared to roads with four or more lanes.⁽³⁾

Although road diet advocates enumerate these potential crash-related benefits, there has been limited research concerning such benefits. This study was designed to help fill this gap.



U.S. Department of Transportation
Federal Highway Administration

Methodology

Databases Used

This study evaluated road diets at several locations in California and Washington. Because both States are part of FHWA's Highway Safety Information System (HSIS), researchers believed that the necessary high-quality crash data for a large number of crash, roadway, and vehicle variables would be available from computerized HSIS files. However, because all the road diets were found to be on non-State routes, the data were collected manually from local agency files.

Research Design

Researchers selected a treatment and comparison group, and obtained data for two time periods: one before and one after treatment installation. The road diets (i.e., treatment sites) were matched with four-lane streets that were otherwise similar (i.e., comparison sites). Researchers then obtained crash data for four groups:

- 1) Road diets—before period.
- 2) Road diets—after period.
- 3) Comparison sites—before period.
- 4) Comparison sites—after period.

Most comparison sites were four-lane undivided roads that were near the road diets (such as a parallel road one or two blocks away, or a perpendicular road). A few comparison sites were four-lane undivided sections of the same road beyond the location where the road diet was installed. The comparison sites were selected to be similar to the road diets in terms of roadway functional class, type of development (e.g., commercial or residential), speed limit, intersection spacing, and access control.

Site Selection

Local traffic engineers in California and Washington were contacted to determine where road diets were located. Road diets were identified in eight cities: Bellevue, WA, Mountain View, CA, Oakland, CA, Sacramento, CA, San Francisco, CA, San Leandro, CA, Seattle, WA, and Sunnyvale, CA. These are not the only cities in California and Washington that have road diets, but they are the locations that the local traffic engineers provided.

Researchers identified candidate comparison sites by reviewing maps and talking to local traffic engineers. The final list of sites contained 30 road diets and 50 total matching comparison sites in 8 cities. Because of missing crash data, only 12 road diets and 25 comparison sites are included in this analysis, as described below. The road diet sections ranged from 0.13–4.09 kilometers (km) (0.08–2.54 miles (mi)). The comparison sites sections ranged from 0.21–4.88 km (0.13–3.03 mi).

Data Collection

Local traffic engineers provided crash and ADT data for the road diets and comparison sites. At most locations, 1 or more years of data were obtained for each of the before and after periods. The actual time periods varied considerably from site to site, depending on how much data the city had available and when the road diet was installed. Because all four seasons were represented, seasonal variations in crashes were taken into account.

Analysis

As noted above, researchers initially obtained crash data for 30 road diets and 50 comparison sites. However, many locations had small sample sizes of crashes because of short segment lengths, short data periods, or low ADTs. Therefore, a subset of 12 road diets (2,068 crashes) and 25 comparison sites (8,556 crashes) was chosen for the analyses that are reported here. These locations generally had segment lengths of at least 0.81 km (0.50 mi). The road diets and comparison sites were placed into 11 groups, each consisting of 1 or 2 road diets and the matching comparison site(s). The road diets and comparison sites in each group were located in the same city, thereby accounting for possible differences in crash-reporting practices among cities. Table 1 lists the cities, the number of road diets and comparison sites, and the number of crashes. The before and after analyses were divided into four categories:

- 1) Crash frequencies.
- 2) Crash rates.
- 3) Crash severity.
- 4) Crash types.

Results

Before and After Crash Frequencies

This analysis used 10 groups, with 11 road diets and 24 comparison sites. One road diet and one comparison site in Seattle, WA, were excluded because of inconsistent before and after periods.

When researchers pooled data from all 10 groups, a somewhat higher percent of crashes at the comparison sites occurred in the after period than at the road diet sites (41.0 percent vs. 35.8 percent). A Cochran-Mantel-Haenszel test of overall significance across the 10 groups was statistically significant ($\chi^2_{1df} = 7.5307, p = 0.0061$). The estimated risk ratio indicates the percent of crashes at road diet sites in the after period to be about 6 percent less likely than a crash at a comparison site, with 95-percent confidence limits of 0.003 and 0.106. Thus, on average, crash frequencies at road diets in the after period

Table 1. Study sites and crashes used in the analysis.

CITY	NUMBER OF SITES		NUMBER OF CRASHES	
	Road Diet	Comparison*	Road Diet	Comparison*
Bellevue, WA	1	2	134	307
Mountain View, CA	1	2	20	134
Oakland, CA	2	5	443	2,067
San Francisco, CA	2	5	450	1,339
Seattle, WA	5	9	969	4,485
Sunnyvale, CA	1	2	52	224
TOTAL	12	25	2,068	8,556

* Each road diet had one or more comparison sites.

were approximately 6 percent lower than at the corresponding comparison sites.

Where before and after ADTs were available, researchers examined changes on road diets and comparison sites to determine if motorists were diverting off road diets and onto comparison sites. The ADTs on four road diets sites increased by 6.4 percent. A slightly higher increase of 8.0 percent occurred on the 9 matching comparison sites. Thus, for the sites included in this analysis, any road diet diversionary effect was limited. Instead, the dominant phenomenon was an overall increase in ADT as a result of population growth and other factors.

Crash Rates

The crash rate analysis included 8 groups with reliable ADT data—8 road diets and 14 comparison sites. The ADTs on the road diets ranged from 8,133–5,658 in the before period and from 8,300–16,482 in the after period. The ADTs on the comparison sites ranged from 5,480–24,183 in the before period and from 7,006–26,100 in the after period.

Negative binomial regression models were fit to the crash frequencies at each site. The explanatory variables were traffic volume (millions of vehicles), city or alternatively group, site type (road diet or comparison site), time period (before or after), and a site-type-by-time-period interaction. Segment length was included as a constant factor (i.e., the number of crashes on a segment was proportional to its length). More information about negative binomial regression models can be found in McCullagh and Nelder.⁽⁴⁾ (A later attempt was made to use Empirical Bayes before/after methods as described by Hauer, but was not possible due to sample limitations.⁽⁵⁾)

The results showed highly significant variation in crash rates with traffic volume and city, and lesser variation with site type (i.e., treatment vs. comparison). The city-by-city variations noted are probably the result of different operational conditions and crash-reporting practices.

Figure 2 shows the distributions of crash rates (per million vehicle miles) for road diets and comparison sites in the before and after periods. The distributions of crash rates at the road diets were less variable than those at the comparison sites. The mean crash rates at the road diets were slightly lower than at the comparison sites. At both the road diets and comparison sites, the crash rates decreased from the before period to the after period. The extent of the decrease was virtually the same at both road diets and comparison sites, and was not statistically significant. Thus, this rate analysis did not indicate a significant safety effect.

Crash Severity

The crash severity analysis included 10 groups, with 10 road diets and 20 comparison sites. The total number of crashes was 7,919. Because of local reporting practices in San Francisco, CA, many property damage only (PDO) crashes were not reported. Therefore, two road diets and five comparison sites in that city were excluded from this analysis.

A crash was classified as PDO if no injuries and no fatalities occurred. Otherwise, it was classified as injury and fatality. Overall, approximately 63 percent (5,007) of the crashes resulted in no injuries or fatalities. The remaining 37 percent (2,912) of the crashes had at least one injury or fatality. These percentages were quite similar for both road diets and comparison sites in both the before and after time periods. However, injury rates varied somewhat from city to city and among the matched groups of sites. To account for this variation, a logistic regression model was fit to the injury severity data (no injury or injury/fatality). The explanatory variables in the model were:

- 1) Matched group.
- 2) Site type (road diet or comparison site).
- 3) Time period (before or after).
- 4) Site-type-by-time-period interaction.

McCullagh and Nelder provide an explanation of logistic regression models.⁽⁴⁾

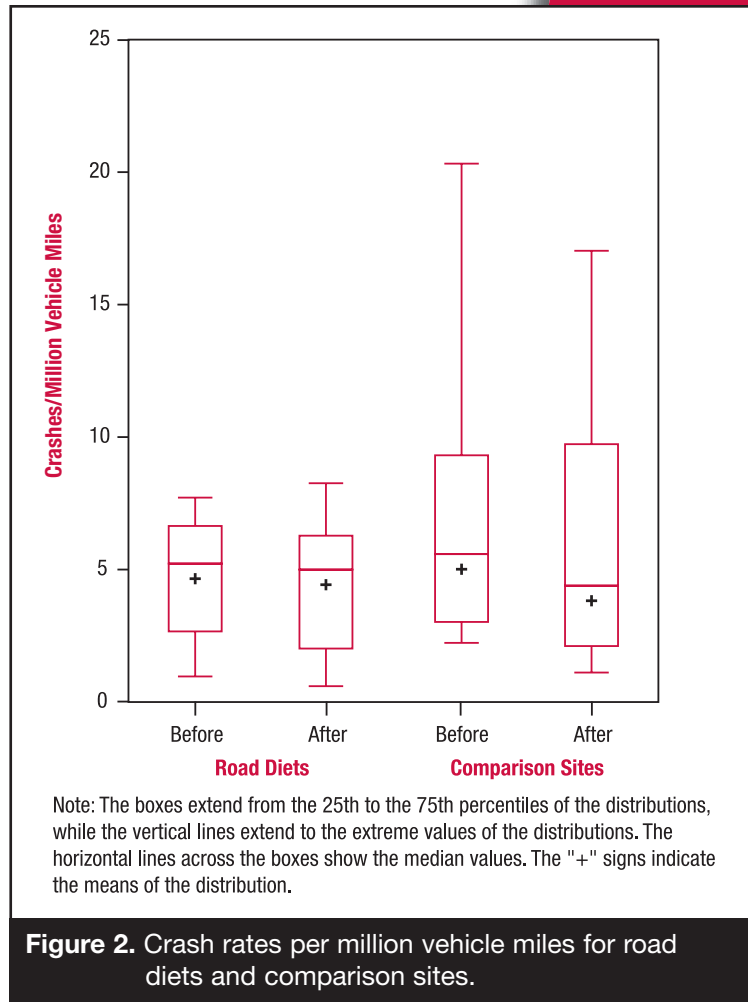


Figure 2. Crash rates per million vehicle miles for road diets and comparison sites.

The results showed that group was the only significant factor ($\chi^2_{9df} = 347.69$, $p < 0.0001$). Crash severity was virtually the same at road diets and comparison sites, and did not change from the before to the after time period. The city-by-city variations are most likely the result of different crash-reporting practices in each city.

It was thought that injury and fatal crashes would decrease on road diets relative to comparison sites, assuming lower vehicle speeds on road diets in the after period. However, before-and-after speed data were not available, so it cannot be determined if vehicle speeds changed. It is possible that road diets could have resulted in fewer serious (i.e., “A”) injuries and more moderate or minor (“B” or “C”) injuries, relative to comparison sites. Such a result would not be apparent from the crash data, because information on the specific level of injury was not contained in the data.

Crash Types

Three crash types—angle, rear-end, and sideswipe—accounted for about 80 percent of all crashes (figure 3). Although the crash type distributions were quite similar for the site-type-by-time-period interaction, angle collisions were somewhat higher for the road diets, and perhaps decreased somewhat less in the after period, relative to the comparison sites.

To investigate this, a logistic regression model was fit to a crash type variable (angle vs. all other) using the same explanatory variables as the crash severity model. The results from this model again indicated a highly significant effect due to group ($\chi^2_{9df} = 199.24$, $p < 0.0001$). Site type was also statistically significant ($\chi^2_{1df} = 13.24$, $p = 0.0003$), with the proportion of angle collisions higher on road diets than on comparison sites. Neither time period nor the site-type-by-time-period interaction was significant ($p = .5862$ and $p = .9575$, respectively). A similar model showed the proportion of rear-end crashes to be higher for the comparison sites than for the road diets, again with no significant period or interaction effects. The only significant effect in a model for sideswipe crashes was the effect due to group.

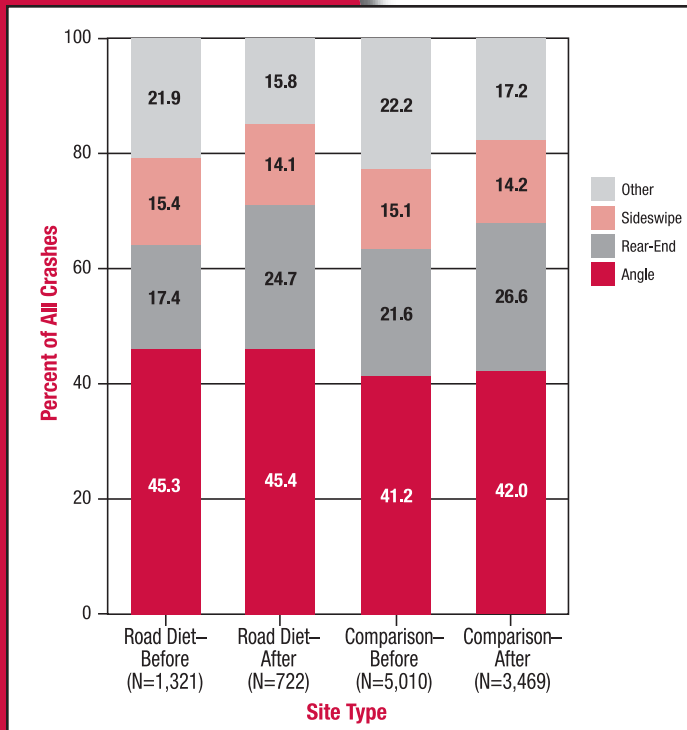


Figure 3. Distribution of crash types for road diets and comparison sites.

It is not clear why the crash type distributions were different between the road diets and the comparison sites, because crash severity was virtually the same at road diets and comparison sites. One possible reason is that such differences do exist from one roadway section to another because of variations in the numbers of driveways and intersections, vehicle speeds, vehicle mix, area type, and other factors. It may be that cities selected roadway sections for road diet installation at least partly because of such factors. The variations in the crash type distributions among groups may be the result of how each city classifies and reports crashes. For example, all of the California cities included angle/turning crashes in the total number of right angle crashes, but in Bellevue, WA, and Seattle, WA, angle/turning and right angle crashes were two separate crash types.

Summary of Findings

The key findings of this study are summarized below and in table 2.

- 1) Crash frequencies at road diets in the after period were approximately 6 percent lower than at the corresponding comparison sites.
- 2) Crash rates did not change significantly from the before period to the after period. Although crash rates were lower at road diets than at comparison sites, road diets did not perform better or worse (from the before period to the after period) relative to comparison sites.
- 3) Road diet conversions did not affect crash severity.
- 4) Road diet conversions did not result in a significant change in crash types.

Table 2. Summary of findings.

ANALYSIS CATEGORY	COMPARISON			
	Road Diets Before vs. After	Comparison Sites Before vs. After	Before Period Road Diets vs. Comparison Sites	After Period Road Diets vs. Comparison Sites
Crash frequency	Reduction in after period	No change	No difference	Road diets lower
Crash rates	No change	No change	Road diets lower	Road diets lower
Crash severity	No change	No change	No difference	No difference
Crash type	No change	No change	Difference: 1. Road diets had a higher percentage of angle crashes. 2. Road diets had a lower percentage of rear-end crashes.	Difference: 1. Road diets had a higher percentage of angle crashes. 2. Road diets had a lower percentage of rear-end crashes.

Conclusions and Recommendations

This study found that a significantly lower (approximately 6 percent) proportion of crashes occurred at road diets in the after period than at comparison sites in the after period. However, no significant change was found in crash rate decreases between road diets and comparison sites. Thus, one may expect that converting a roadway segment from four-lane undivided to three lanes likely would reduce total crashes by 6 percent or less. Road diets were no better or worse than comparison sites with regard to crash severity.

Additional research is needed to determine whether the crash reductions observed on road diets can be attributed to lower speeds, fewer conflicts, or possibly other factors. There is a need for future safety and operational studies, under a range of traffic volumes and other conditions, to help identify the situations where road diets would be appropriate. In addition, traffic operations and capacity must be considered fully at a given site before implementing road diets and other lane reduction measures.

REFERENCES

1. Burden, D. and P. Lagerwey. *Road Diets: Fixing the Big Roads*. <http://www.walkable.org/download/rdiets.pdf>. Accessed July 25, 2001.
2. Welch, T. "The Conversion of Four-Lane Undivided Urban Roadways to Three-Lane Facilities." Presented at the Transportation Research Board / Institute for Transportation Engineers Urban Street Symposium, Dallas, TX, June 28–30, 1999.
3. Zegeer, C.V., J.R. Stewart, H.F. Huang, and P. Lagerwey. *Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations: Executive Summary and Recommended Guidelines*. FHWA-RD-01-075. Federal Highway Administration, U.S. Department of Transportation, McLean, VA, 2001.
4. McCullagh, P. and J.A. Nelder. *Generalized Linear Models*. Chapman and Hall, London, United Kingdom, 1989.
5. Hauer, E. *Observational Before-After Studies in Road Safety*. Pergamon Press, Elsevier Science Ltd., Oxford, United Kingdom, 1997.

FOR MORE INFORMATION

This research was conducted by Herman F. Huang, J. Richard Stewart, and Charles V. Zegeer of the University of North Carolina Highway Safety Research Center. The final report, *Evaluation of Lane Reduction "Road Diet" Measures on Crashes and Injuries*, can be found in Transportation Research Record 1784.

For more information about HSIS, contact Carol Tan, HSIS Program Manager, HRDS, 202-493-3315, carol.tan@fhwa.dot.gov.

Visit us on the Web
at www.tfhrc.gov



www.roweincorp.com

ROWE INCORPORATED
THE ROWE BUILDING
540 S. SAGINAW ST., STE 200
POST OFFICE BOX 3748
FLINT, MICHIGAN 48502

phone (810) 341-7500
fax (810) 341-7573

January 7, 2009

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

RE: Sanitary Sewer Manhole Rehabilitation

ENGINEERING

Dear Mr. Bueche:

**LAND
SURVEYING**

**AERIAL
SURVEYING**

PLANNING

**LANDSCAPE
ARCHITECTURE**

**LAND
DEVELOPMENT
SERVICES**

Enclosed please find a copy of the bid tabulation for the above referenced project. Construction will involve the rehabilitation of twenty-two sanitary sewer manholes in Winchester Woods (see attached map). All bids opened and read at the bid opening on December 12, 2008, have been reviewed and audited. Young's Environmental Cleanup was the low bidder with a bid amount of \$16,729.00.

Young's Environmental has worked on projects with Rowe Incorporated in the past and has satisfactorily completed these projects. It is our recommendation to the City of Swartz Creek to award the sanitary sewer manhole rehabilitation project to Young's Environmental.

If you have any questions, or need additional information regarding this matter, please feel free to contact me.

Sincerely,
ROWE INCORPORATED

OFFICES:
FLINT
LAPEER
MT. PLEASANT

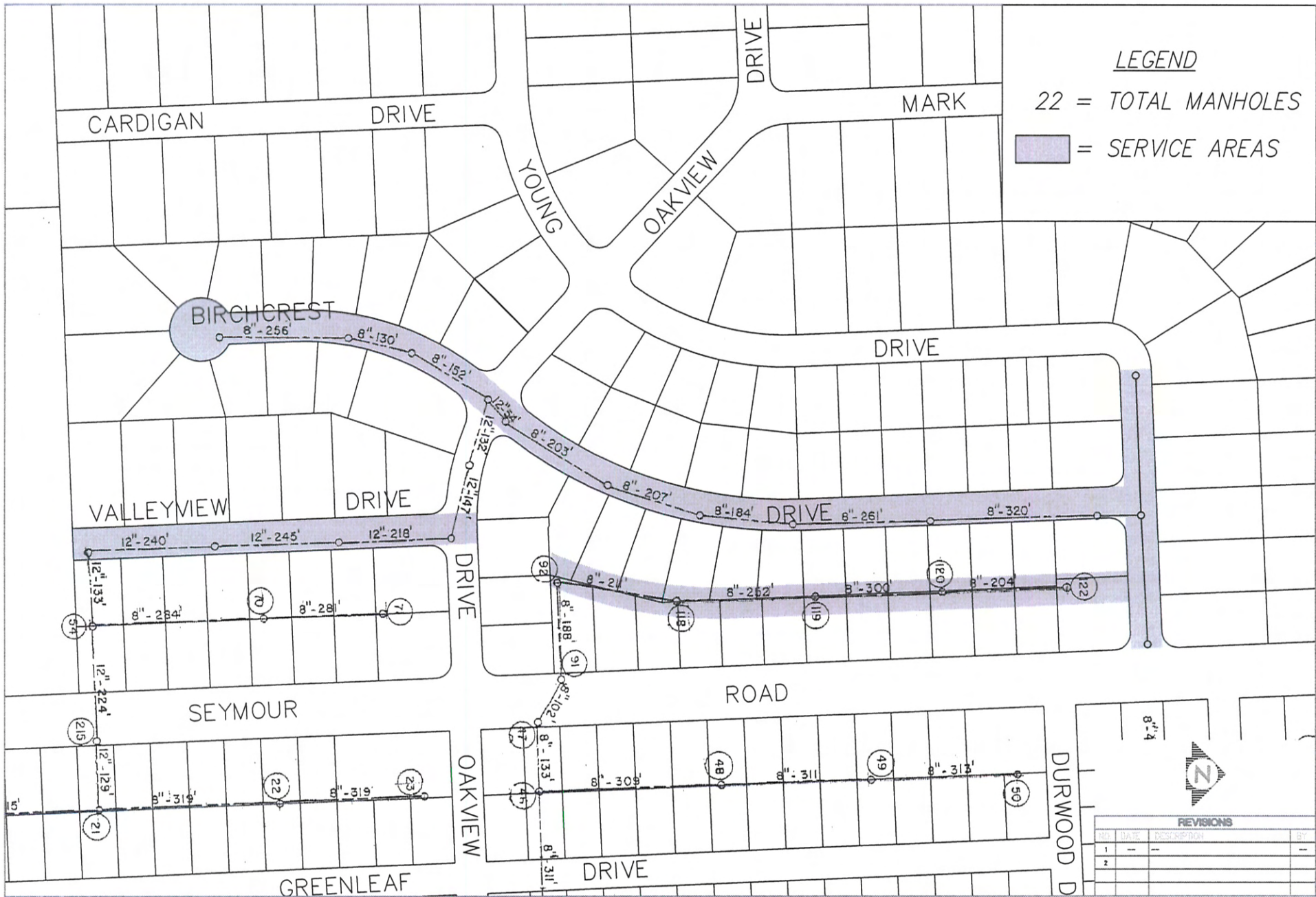
SUBSIDIARIES:
AIR-LAND SURVEYS
FLINT, MI

MYERS LAND SURVEY CO.
GRAYLING, MI

Louis P. Fleury, P.E.
Project Manager

Enclosures

R:\sdsk\Proj\08c0205\Doc\recommendation ltr.doc



LEGEND

22 = TOTAL MANHOLES

= SERVICE AREAS

PLAN DATE: NOVEMBER 2007
 PROJECT M/P: L.P.F.
 REVIEWER: D.A.O.
 SCALE:

PREPARED BY
ROWE INCORPORATED
 CORPORATE OFFICE
 4211 Taylor Dr.
 Farmington, CT 06031
 Tel: (860) 341-7000
 Fax: (860) 341-4444

PREPARED FOR
CITY OF SWARTZ CREEK
MANHOLE REHABILITATION
 WINCHESTER WOODS



REVISIONS

NO.	DATE	DESCRIPTION	BY
1	-	-	-
2	-	-	-

REV: _____
 2 of 2
 JOB No: 06C0205

Rowe Incorporated
TABULATION OF Bids - DETAILS

DATE: 12/16/2008
PAGE: 1

CONTRACT ID: 08C0205
PROJECT(S): Sanitary Manhole Chimney Rehabilitation
CONTRACT DESCRIPTION:

VENDOR RANKING:

RANK	BIDDER	TOTAL BID	% OVER LOW BID	% OVER EST
0	ENGINEER'S ESTIMATE	\$ 35,000.00	109.2175%	0%
1	Young's Environmental Cleanup, Inc.	\$ 16,729.00	0.0000%	-52.2029%
2	Advanced Underground Inspection, LLC	\$ 25,100.00	50.0389%	-28.2857%
3	High Tech Industrial Services, Inc.	\$ 33,265.00	98.8463%	-4.9571%

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	(0)	(1)	(2)
			ENGINEER'S ESTIMATE UNIT PRICE	Young's Environmental Cleanu AMOUNT UNIT PRICE	Advanced Underground Inspect AMOUNT UNIT PRICE
0001 3301700 Install Stretchable Cured-In-Place Chimne	22.000	Ea	1500.00	33000.00 700.000	15400.00 825.000
0002 3301701 Install Stretchable Cured-In-Place Chimne	2.000	Ft	100.00	200.00 165.000	330.00 100.000
0003 3339011 Adjust Drainage Structure or Manhole, Out	3.000	Ea	600.00	1800.00 333.000	999.00 2250.000
CONTRACT TOTALS				\$35,000.00	\$16,729.00 \$25,100.00

Rowe Incorporated
 TABULATION OF Bids - DETAILS

DATE: 12/16/2008
 PAGE: 2

CONTRACT ID: 08C0205

LINE / ITEM CODE ITEM DESCRIPTION	QTY	UNIT	(3) High Tech Industrial Service		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
			UNIT PRICE	AMOUNT						
0001 3301700 Install Stretchable Cured-In-Place Chimne	22.000	Ea	1032.500	22715.00						
0002 3301701 Install Stretchable Cured-In-Place Chimne	2.000	Ft	25.000	50.00						
0003 3339011 Adjust Drainage Structure or Manhole, Out	3.000	Ea	3500.000	10500.00						
CONTRACT TOTALS				\$33,265.00						



GENESEE COUNTY GIS DEPARTMENT

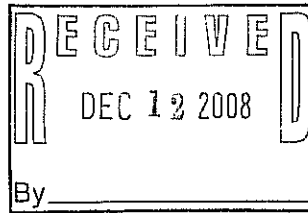
1101 BEACH STREET, ROOM 210

FLINT, MICHIGAN 48502-1468

TELEPHONE (810) 257-3074 FAX (810) 768-7954

December 3rd, 2008

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



Subject: Genesee County 2009 Pictometry and Orthoimagery Project

Dear Mr. Bueche,

Enclosed please find the Genesee County 2009 Pictometry and Orthoimagery Project Intergovernmental Agreement for your review and authorization. This agreement is very similar to the 2005 agreement that it replaces. It defines the project rights and responsibilities between Genesee County and the City of Swartz Creek, including identification of project deliverables, authorized usage, cost sharing, and the general implementation schedule. Enclosed with the intergovernmental agreement is an invoice for your organization's share of the projected cost.

Please return the signed Pictometry and Orthoimagery Project Intergovernmental Agreement to the Genesee County GIS Department no later than **January 16th, 2009**.

Once the Genesee County Board of Commissioners signs the agreement, a copy will be returned to you. The funds for the project are due by **January 30th, 2009** and must be collected before the County can sign the contract with Pictometry Corporation. Checks should be made payable to Genesee County and mailed to:

Genesee County GIS Department
1101 Beach Street, Room 210
Flint, MI 48502

Be sure to reference the Pictometry Project on the check.

As of today, most of the partners have acknowledged their intent to participate in the project. If you have any concerns about your ability to participate, please contact me and I will do all that I can to help.

Sincerely,

Ken Koleda
GIS Director

Enclosures: 2

Genesee County 2009 Pictometry and Orthoimagery Project Intergovernmental Agreement

1.0 INTRODUCTION

The Genesee County 2009 Pictometry and Orthoimagery Project is a coordinated effort to acquire both oblique and orthogonal high-resolution digital aerial imagery for the entire County of Genesee in spring 2009. This project includes the use of Geographic Information System (GIS) technology to enable users to see multiple views of every square foot in their jurisdiction with the ability to find, view, analyze, and measure any structure, intersection, alley, property, or other feature. Genesee County, Michigan is leading this partnership in cooperation with multiple county agencies, cities, townships, and government entities to provide current aerial photography and GIS technology throughout the County.

1.1 Objective

This agreement between Genesee County and City of Swartz Creek, a partnering organization, defines the Project rights and responsibilities, including identification of project deliverables, authorized usage, cost sharing, and the general implementation schedule associated with the project.

1.2 Definitions

- 1.2.1 Partnering Organization – is a City, Township, County Department, or other government entity that enters into a cost share or intergovernmental agreement with Genesee County to help fund, support, and develop the Pictometry and Orthoimagery Project.
- 1.2.2 Outside Agent – is any government entity, public institution, private vendor, consulting firm, not-for-profit organization, or any other outside organization or person not in a partnering organization.
- 1.2.3 Project Representative – is the designated employee or legal representative of a partnering organization who will act as the main point of contact for all Project administrative communications with Genesee County. The project representative should be someone who can make or influence administrative and financial decisions in their organization.
- 1.2.4 Technical Representative – is the designated employee or legal representative of a partnering organization who will assist on all technical matters related to the setup, training, and support of the Pictometry and Orthoimagery Project for their organization.
- 1.2.5 Authorized User – is an employee or legal representative of a partnering organization who uses the Pictometry application software along with its associated imagery on or through authorized workstations for the use of the partnering organization.
- 1.2.6 Authorized Workstation – is a computer or computer network owned and operated by a partnering organization or an explicitly authorized support vendor.
- 1.2.7 Geographic Information System (GIS) – is a computer-based informational unit or network used to map and analyze digital representations of geographic features or events within the County of Genesee.

2.0 PROJECT DELIVERABLES

2.1 Products

The partnering organization will be entitled to the following products as part of Genesee County's Pictometry and Orthoimagery Project:

- 2.1.1 Orthophotos – means true-color, high-resolution, ortho-rectified, digital aerial imagery taken from an orthogonal (straight-down) perspective. This imagery will cover the ground surface representing the approximate geographic extent of the partnering organization's jurisdiction. This imagery will be stored in an uncompressed TIFF format, represented in the RGB natural color spectrum with a dynamic range of 24 bits with a pixel (picture element) resolution of between 4 and 12 inches. The intention of this project is to update this product five-year basis.
- 2.1.2 Oblique imagery – means true-color, high-resolution, digital imagery taken from an oblique (angled) perspective. This imagery will include multiple views of the various features located within the approximate geographic extent of the partnering organization's jurisdiction. This imagery will be stored in an uncompressed JPEG format, represented in the RGB natural color spectrum with a dynamic range of 24 bits. This imagery will be obtained with a pixel resolution of between 4 and 12 inches. The intention of this project is to update this product on a five-year basis.
- 2.1.3 Electronic Field Study (EFS) software – means Pictometry's proprietary computer desktop visualization tool that allows its users to view aerial imagery and measure distances, heights, perimeters, lengths, widths, and the area of objects within that imagery. This software also offers GIS data integration and search capabilities. The intention of this project is to update this product as required.
- 2.1.4 Genesee County's Parcel base map layer – means the GIS compatible digital representation of the partnering organization's tax parcels, which includes parcel identification numbers, property addresses, lot classifications, school districts, and parcel area. This data will be provided by the Genesee County Equalization Department and updated on an annual basis.

2.2 Services

The partnering organization will be entitled to the following services as part of Genesee County's Pictometry and Orthoimagery Project:

- 2.2.1 Project Management - The Genesee County GIS Department will be responsible for overall project management and coordination of the 2009 Pictometry and Orthoimagery Project, and will provide the partnering organization with the software, digital imagery, and associated GIS datasets listed in section 2.1 of this agreement.
- 2.2.2 Technical Support - The Genesee County GIS Department will assist a technical representative from the partnering organization with the initial application setup and provide a limited amount of technical assistance as needed. It will be the responsibility of the technical representative to further disseminate the application throughout their organization. The Genesee County GIS Department will

establish a fee schedule for additional services including activities such as installation on new or additional computers. The GIS Department will seek to establish and provide a list of local vendors that can provide similar services.

2.2.3 Training – The Genesee County GIS Department will provide one technical representative from the partnering organization training on the Pictometry application once the initial setup is complete. It will be the responsibility of that technical representative to further disseminate training among additional users in their organization.

2.2.4 Web Services – The individual partnering organizations may contract with the Pictometry Corporation for access to an optional web-based application across a secure internet site that will offer much of the functionality and information as Pictometry’s desktop EFS version. This option is meant to benefit those partnering organizations that do not have a comprehensive computer network with ample storage space to house and distribute the digital imagery or data.

3.0 AUTHORIZED USAGE

3.1 Pictometry Products

The installation and use of the EFS software and the oblique imagery is governed by a license agreement between the Pictometry Corporation and Genesee County. As a condition of using the EFS software and oblique imagery the partnering organization agrees to comply with the following terms:

- 3.1.1 Only authorized users shall use the EFS software and oblique imagery.
- 3.1.2 The EFS software does not require a seat license, which means unlimited use of the software is authorized as long as it is being used for Genesee County or partnering organization business.
- 3.1.3 The EFS software, oblique imagery, and web-based application shall only be installed or used on those computers identified as authorized workstations.
- 3.1.4 The EFS software is for internal use only. Neither partnering organization nor its employees may redistribute this software to any non-partnering organization or individual.
- 3.1.5 Included in the licensing agreement with the vendor is the “Pictometry Economic Alliance Partnership.” Under this agreement, fifty percent of any profit from sales of the imagery by Pictometry will be returned to the project. It is unknown how much income, if any, may be derived through this mechanism. All funds obtained in this manner will first be directed to the EFS annual software maintenance beginning in year three. At the end of five years, any money remaining will either be returned to the partnering organizations, proportional to the original cost-share or, subject to a future agreement, may be applied to the next imagery project:

4.0 COST SHARE

The overall cost of the project is expected to be **\$238,500**. Funding for the project will come from a variety of sources, including Genesee County, the Genesee County Road Commission, the Genesee County Drain Commissioner, Genesee County 911, the Genesee County Land Bank, and all partnering Cities and Townships. The Genesee County Equalization Department will contribute a GIS parcel base map layer to assist in searching for imagery by address. The local communities' portion of the total cost will be calculated after contributions from all other participating organizations are subtracted. The remaining balance will then be distributed among the cities and townships according to the level of imagery captured (neighborhood or community) and the 2008 parcel count. Based on the cost share described above, City of Swartz Creek understands that its two-year project cost is expected to be **\$1,630.00**, and agrees to pay this amount to Genesee County no later than **January 30th, 2009**.

The partnering organization understands that the cost listed above includes perpetual use of the imagery but only the first two years of software updates for the EFS software. Update of the EFS software after the two year period may require a nominal [\$100-250] annual fee per Partnering Organization. Beyond the first two years, updated parcel data will be provided with installation instructions. If on-site support is needed for installation of new parcel data, the fee structure described in Section 2.2.2 will apply. Acquisition of new imagery on a five-year schedule is contingent upon the partnering organization entering into a new or updated agreement with Genesee County. The partnering organization understands that its portion of the project cost may be adjusted in subsequent agreements to reflect changes in the number of parcels within its jurisdiction, changes in the level of imagery collected, and /or changes in the overall cost of the project due to price increases or decreases, or from funding source changes.

5.0 GENERAL IMPLEMENTATION SCHEDULE

The EFS software and oblique imagery will be delivered to the partnering organization within 90 days of the last flight made by the Pictometry Corporation for Genesee County, which is expected to be during the Spring of 2009. The orthophotos will be delivered at a later date the same year. The two year duration of the license agreement with Pictometry Corporation shall run from the first delivery date involving the oblique imagery. Before the end of the first two years, Genesee County will notify and invoice the partnering organizations for the annual maintenance fee [expected to be \$100-250]. It is anticipated that the project will be reevaluated on a five-year basis and that a new agreement will be created to obtain updated imagery in 2014.

SUMMARY

Prior to project implementation, the partnering organization agrees to establish a project representative and technical representative for their organization and provide contact information for both individuals to the Genesee County GIS Department. The partnering organization understands that Genesee County is not liable for the quality, completeness, or accuracy of any product or any delay in services associated with the Pictometry and Orthoimagery Project and therefore cannot be held accountable. The partnering organization understands that the terms identified in this document regarding use of the Pictometry products constitute a license agreement between the Pictometry Corporation and Genesee County (see attached Pictometry

International Corp. General License Terms and Conditions). The partnering organization agrees to all the terms provided in this document and those of the license agreement between the Pictometry Corporation and Genesee County, and understands that any breach of these terms may result in the partnering organization relinquishing its project deliverables without refund and could prevent the partnering organization from further participation with Genesee County in the Pictometry and Orthoimagery project.

This intergovernmental agreement embodies the entire contract between Genesee County and the partnering organization relative to the purchase, installation, and use of all products associated with the Pictometry and Orthoimagery Project for the first two years. Any additions, deletions, or modifications to this agreement must be in writing and signed by both parties.

I hereby authorize City of Swartz Creek to enter into agreement with Genesee County as a partnering organization under the terms in this document, and pursuant to approval by the governing body on (date) _____.

Signed: _____ Date: _____

Name: _____

Title: _____

I hereby authorize Genesee County to enter into agreement with City of Swartz Creek under the terms specified in this document:

Signed: _____ Date: _____

Name: _____

Title: Board of Commissioners, Chair

Pursuant to Resolution _____.



Genesee County GIS Department
1101 Beach Street, Room 210
Flint, MI 48502

INVOICE

INVOICE # PIC-08-41
DATE: DECEMBER 9, 2008

TO:

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

FOR:

2009 Pictometry and OrthoImagery Project
Initial payment

DESCRIPTION	AMOUNT
Cost share for 2009 Pictometry and OrthoImagery Project Initial payment	\$1,630.00
TOTAL	\$1,630.00

Make checks payable to **Genesee County** and return to:

Genesee County GIS Department
1101 Beach Street, Room 210
Flint, MI 48502

Terms: Payment is due by January 30th, 2009.

If you have any questions concerning this invoice, contact Ken Koleda, GIS Director,
810.257.3163, kkoleda@co.genesee.mi.us

Thank you for participating in this valuable project

Agreement, Appropriation – County Pictometry – Orthoimagery Program

Resolution No. 050725-05

(Carried)

Motion by Councilmember Adams,
Second by Mayor Pro Tem Christie,

The City of Swartz Creek enters into an agreement with the County of Genesee to participate in the G.I.S. Pictometry – Orthoimagery Project, as

11610

defined in the attached intergovernmental agreement, inclusive of vendor contracts, and directs the Mayor and City Clerk to execute the agreement on behalf of the City, and further, directs the City Manager to appoint a project representative and technical representative in accordance with the terms of the agreement. The City of Swartz Creek appropriates an amount not to exceed \$1,650.28, plus 10% contingency, payable to the Genesee County Controller's Office, payment for the City's two year participation in the project.

Discussion took place.

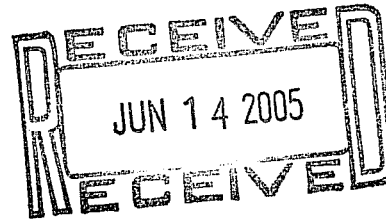
YES: Abrams, Adams, Christie, Hurt, Plumb, Porath, Shumaker.

NO: None. Motion declared carried.



GENESEE COUNTY GIS DEPARTMENT

1101 BEACH STREET, ROOM 210
FLINT, MICHIGAN 48502-1468
TELEPHONE (810) 257-3074 FAX (810) 768-7954



June 7, 2005

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

Subject: Pictometry and Orthoimagery Project

Dear Mr. Bueche,

Enclosed please find the Genesee County Pictometry and Orthoimagery Project Intergovernmental Agreement for your review and authorization. This agreement defines the project rights and responsibilities between Genesee County and the City of Swartz Creek, including identification of project deliverables, authorized usage, cost sharing, and the general implementation schedule. Enclosed with the intergovernmental agreement for your records are copies of the license agreement that Genesee County will enter into with Pictometry Corporation, the cost share breakdown for the project, and the resolution passed by the Genesee County Board of Commissioners authorizing the County to move forward with this project.

Please return the signed Pictometry and Orthoimagery Project Intergovernmental Agreement to the Genesee County GIS Department no later than August 1, 2005. Once the Genesee County Board of Commissioners signs the agreement, a copy will be returned to you. All funds for the project are due by October 1, 2005 and must be collected before the County can sign the contract with Pictometry Corporation. Checks should be made payable to Genesee County and mailed to:

Genesee County Controller's Office
1101 Beach Street
Flint, MI 48502

Be sure to reference the Pictometry Project on the check. If you have any questions or concerns, please don't hesitate to contact me.

Sincerely,

Robert Carra
GIS Director

Enclosures: 4

Genesee County Pictometry and Orthoimagery Project Intergovernmental Agreement

1.0 INTRODUCTION

The Genesee County Pictometry and Orthoimagery Project is a coordinated effort to acquire both oblique and orthogonal high-resolution digital aerial imagery for the entire County of Genesee on a biennial basis starting in spring 2006. This project includes the use of Geographic Information System (GIS) technology to enable users to see multiple views of every square foot in their jurisdiction with the ability to find, view, analyze, and measure any structure, intersection, alley, property, or other feature. Genesee County, Michigan is leading this partnership in cooperation with multiple county agencies, cities, townships, and government entities to provide current aerial photography and GIS technology throughout the County.

1.1 Objective

This agreement between Genesee County and the City of Swartz Creek, a partnering organization, defines the Project rights and responsibilities, including identification of project deliverables, authorized usage, cost sharing, and the general implementation schedule associated with the project.

1.2 Definitions

- 1.2.1 Partnering Organization – is a City, Township, County Department, or other government entity that enters into a cost share or intergovernmental agreement with Genesee County to help fund, support, and develop the Pictometry and Orthoimagery Project.
- 1.2.2 Outside Agent – is any government entity, public institution, private vendor, consulting firm, not-for-profit organization, or any other outside organization or person not in a partnering organization.
- 1.2.3 Project Representative – is the designated employee or legal representative of a partnering organization who will act as the main point of contact for all Project administrative communications with Genesee County. The project representative should be someone who can make or influence administrative and financial decisions in their organization.
- 1.2.4 Technical Representative – is the designated employee or legal representative of a partnering organization who will assist on all technical matters related to the setup, training, and support of the Pictometry and Orthoimagery Project for their organization.
- 1.2.5 Authorized User – is an employee or legal representative of a partnering organization who uses the Pictometry application software along with its associated imagery on or through authorized workstations for the use of the partnering organization.
- 1.2.6 Authorized Workstation – is a computer or computer network owned and operated by a partnering organization.
- 1.2.7 Geographic Information System (GIS) – is a computer-based informational unit or network used to map and analyze digital representations of geographic features or events within the County of Genesee.

2.0 PROJECT DELIVERABLES

2.1 Products

The partnering organization will be entitled to the following products as part of Genesee County's Pictometry and Orthoimagery Project:

- 2.1.1 Orthophotos – means true-color, high-resolution, ortho-rectified, digital aerial imagery taken from an orthogonal (straight-down) perspective, certified to meet a minimum horizontal accuracy of +/-6.66 feet (1"=200' scale). This imagery will cover the ground surface representing the approximate geographic extent of the partnering organization's jurisdiction. This imagery will be stored in an uncompressed TIFF format, represented in the RGB natural color spectrum with a dynamic range of 24 bits with a 6 inch or 12 inch pixel (picture element) resolution. The intention of this project is to update this product on a biennial basis.
- 2.1.2 Oblique imagery – means true-color, high-resolution, ortho-rectified, digital imagery taken from an oblique (angled) perspective. This imagery will include multiple views of the various features located within the approximate geographic extent of the partnering organization's jurisdiction. This imagery will be stored in an uncompressed JPEG format, represented in the RGB natural color spectrum with a dynamic range of 24 bits. This imagery is categorized either as neighborhood or community level imagery, which means it has a 6 inch or 12 inch pixel resolution respectively. The intention of this project is to update this product on a biennial basis.
- 2.1.3 Electronic Field Study (EFS) software – means Pictometry's proprietary computer desktop visualization tool that allows its users to view aerial imagery and measure distances, heights, perimeters, lengths, widths, and the area of objects within that imagery. This software also offers GIS data integration and search capabilities. The intention of this project is to update this product as required.
- 2.1.4 Genesee County's Parcel base map layer – shall mean the GIS compatible digital representation of the partnering organization's tax parcels, which includes parcel identification numbers, property addresses, lot classifications, school districts, and parcel area. This data will be provided by the Genesee County Equalization Department and updated on an annual basis.

2.2 Services

The partnering organization will be entitled to the following services as part of Genesee County's Pictometry and Orthoimagery Project:

- 2.2.1 Project Management - The Genesee County GIS Department will be responsible for overall project management and coordination of the Pictometry and Orthoimagery Project, and will provide the partnering organization with the software, digital imagery, and associated GIS datasets listed in section 2.1 of this agreement.
- 2.2.2 Technical Support - The Genesee County GIS Department will assist one technical representative from the partnering organization with the initial

application setup and provide ongoing technical assistance reasonably as needed. It will be the responsibility of the technical representative to further disseminate the application throughout their organization.

- 2.2.3 Training – The Genesee County GIS Department will provide one technical representative from the partnering organization training on the Pictometry application once the initial setup is complete. It will be the responsibility of that technical representative to further disseminate training among additional users in their organization.
- 2.2.4 Web Services – Genesee County will provide an optional web-based application across a secure internet site that will offer essentially the same functionality and information as the Pictometry’s desktop EFS version. This option is meant to assist those partnering organizations that do not have a comprehensive computer network with ample storage space to house and distribute the digital imagery or data.

3.0 AUTHORIZED USEAGE

3.1 Pictometry Products

The installation and use of the EFS software and the oblique imagery is governed by a license agreement between the Pictometry Corporation and Genesee County. As a condition of using the EFS software and oblique imagery the partnering organization agrees to comply with the following terms:

- 3.1.1 Only authorized users shall install or use the EFS software and oblique imagery, or use the web-based application provided by the county.
- 3.1.2 The EFS software does not require a seat license, which means unlimited use of the software is authorized as long as it is being used for Genesee County or partnering organization business.
- 3.1.3 The EFS software, oblique imagery, and web-based application shall only be installed or used on those computers identified as authorized workstations.
- 3.1.4 The EFS software and oblique imagery, or products derived from them, are for internal use only. Neither partnering organization nor its employees shall publish, sell, lease, lone, or make available these products in anyway to an outside agent.

3.2 Orthoimagery Products

The true color high-resolution orthophotos are property of Genesee County and will be governed by the following terms:

- 3.2.1 The Genesee County GIS department will have full rights to the use, maintenance, and distribution of the orthophotos and will provide a copy of, or access to, the imagery for their jurisdiction, at no cost to County departments and to the partnering organization.
- 3.2.2 The partnering organization will be provided a copy of the orthophotos for their jurisdiction with full rights to the use, maintenance, and distribution of their copy.
- 3.2.3 Copies of the orthophotos may be distributed for free to an outside agent if that agent signs a statement agreeing to only use the orthophotos in connection with

work for Genesee County or a partnering organization, to not redistribute the orthophotos, or to not use the orthophotos for any other purpose other than the agreed upon project.

- 3.2.4 Access to the orthophotos may be provided to anyone via the internet or a public kiosk as long as the orthophotos are in read-only format and unable to be copied or downloaded for free.

4.0 COST SHARE

The overall cost of the project is **\$276,588** for the first two years. Funding for the project will come from a variety of sources, including the Federal Government, the State of Michigan, Genesee County, the Genesee County Road Commission, the Genesee County Drain Commissioner, Genesee County 911, the Genesee County Land Bank, and all partnering Cities and Townships. The Genesee County Planning Commission will contribute LIDAR survey data valued at \$107,000 to improve the accuracy of imagery, and the Genesee County Equalization Department will contribute a GIS parcel base map layer to assist in searching for imagery by address. The local communities' portion of the total cost will be calculated after contributions from all other participating organizations are subtracted. The remaining balance will then be distributed among the cities and townships according to the level of imagery captured (neighborhood or community) and the 2005 parcel count. Based on the cost share described above, the City of Swartz Creek understands that its two-year portion is **\$1,650.28** and agrees to pay this amount in full to Genesee County no later than **October 1, 2005**.

The partnering organization understands that the cost mentioned above covers the first two years of the project only. Continuation by the partnering organization after two years in the Pictometry and Orthoimagery project is contingent upon the partnering organization entering into an updated agreement with Genesee County. The partnering organization understands that its portion of the project cost may be adjusted in subsequent agreements to reflect changes in the number of parcels within its jurisdiction, changes in the level of imagery collected, and / or changes in the overall cost of the project due to price increases or decreases, or from funding source changes.

5.0 GENERAL IMPLEMENTATION SCHEDULE

The EFS software and oblique imagery will be delivered to the partnering organization within 90 days of the last flight made by the Pictometry Corporation for Genesee County, which is expected to be during the spring of 2006. The certified orthophotos will be delivered at a later date the same year. The two year duration of this agreement shall run from the first delivery date involving the oblique imagery. Before the end of the first two years, Genesee County and the partnering organization agree to reevaluate the project with the intent of renewing the contract for another two years with the Pictometry Corporation to obtain updated imagery in 2008. The project thereafter will be reevaluated for renewal biennially.

6.0 SUMMARY

Prior to project implementation, the partnering organization agrees to establish a project representative and technical representative for their organization and provide contact information for both individuals to the Genesee County GIS Department. The partnering organization understands that Genesee County is not liable for the quality, completeness, or accuracy of any

product or any delay in services associated with the Pictometry and Orthoimagery Project and therefore cannot be held accountable. The partnering organization understands that the terms identified in this document regarding use of the Pictometry products constitute a license agreement between the Pictometry Corporation and Genesee County (see attached Pictometry International Corp. General License Terms and Conditions). The partnering organization agrees to all the terms provided in this document and those of the license agreement between the Pictometry Corporation and Genesee County, and understands that any breach of these terms may result in the partnering organization relinquishing its project deliverables without refund and could prevent the partnering organization from further participation with Genesee County in the Pictometry and Orthoimagery project.

This intergovernmental agreement embodies the entire contract between Genesee County and the partnering organization relative to the purchase, installation, and use of all products associated with the Pictometry and Orthoimagery Project for the first two years. Any additions, deletions, or modifications to this agreement must be in writing and signed by both parties.

I hereby authorize the City of Swartz Creek to enter into agreement with Genesee County as a partnering organization under the terms in this document, and pursuant to approval by the governing body on _____, 2005.

Signed: _____ Date: _____

Name: _____

Title: _____

I hereby authorize Genesee County to enter into agreement with the City of Swartz Creek under the terms specified in this document:

Signed: _____ Date: _____

Name: _____

Title: Board of Commissioners, Chair

Pursuant to Resolution 05-235

PICTOMETRY INTERNATIONAL CORP.
GENERAL LICENSE TERMS AND CONDITIONS

THIS AGREEMENT is made as of the date set forth below (the "Effective Date") by and between Pictometry International, Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 ("Pictometry"), and _____ with offices located at _____ (the "Licensee").

Intending to be legally bound, Pictometry and the Licensee (each a "party") hereby agree:

1. ARTICLE - DEFINITIONS

- 1.1 **"Images"** Pictometric Images and Electronic Photo Images which are intended to be used for data visualization and references purposes only.
- 1.2 **"Geographic Data" ("Geo Data")** Data supplied by Pictometry that is associated with Images and allows those Images to be georeferenced.
- 1.3 **"Documentation"** Written and/or electronic materials containing instructions and other information related to the use of the Images and the Software.
- 1.4 **"Electronic Field Study" ("EFS")** A proprietary software package that allows for the display and analysis of Pictometric Images.
- 1.5 **"Client Image Warehouse" ("CIW")** A hierarchical storage system of Pictometric images that allows fast, random access by geo-location.
- 1.6 **"Pictometric Image"** Orthogonal and oblique digital images, captured and geo-referenced from airborne platforms using Pictometry's patented and proprietary hardware and software capture system.
- 1.7 **"Electronic Photo Image"** Orthogonal and oblique digital images, captured from airborne platforms using Pictometry's patented and proprietary hardware and software capture system but without geo-referencing.
- 1.8 **"Image Sector"** A portion of an image collection project defined as approximately one square mile in area.
- 1.9 **"Community Images" ("CI")** A set of three images, each covering the entire sector; one from directly overhead, and two from different oblique angles.
- 1.10 **"Neighborhood Images" ("NI")** A set of fifty overlapping, oblique images blanketing the entire sector, providing for a higher degree of detail.

2. ARTICLE - INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

- 2.1 **Licensed Products.** The parties acknowledge and agree that Pictometry shall have and retain sole and exclusive ownership and all right, title, and interest in and to all Licensed Images Licensed Geo Data, Licensed Software, and Licensed Documentation and all copyrights, patents, and other proprietary rights in or associated with each of the Licensed Products (hereinafter the "Proprietary Rights"). Licensee agrees: (a) that it will never assert or claim any interest in, or do anything that may adversely affect the validity of or infringe any Proprietary Right, (b) that it will use reasonable efforts to protect the Proprietary Rights, including placing maintaining all copyright notices and other indications of Pictometry's ownership on all Licensed Products and on all copies of Licensed Images and all other property of Pictometry when instructed by Pictometry, and (c) that it will notify Pictometry promptly of any known or suspected breach of any Proprietary Rights.
- 2.2 **Use of Pictometry Marks.** Licensee acknowledges that Pictometry owns and retains all ownership rights in trademarks, trade names, logos, and designations used by Pictometry in connection with the Licensed Products. Licensee agrees not to attach any additional trademarks, trade names, logos or designations to any Pictometry product or to any copies of any of the Licensed Images without written approval from Pictometry. Licensee may, however, include a Licensee seal and contact information so long as these annotations in no way obscure or deface the Pictometry marks. Licensee further agrees that Licensee will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Licensed Images and the other Licensed Products. Licensee's nonexclusive right to use Pictometry's trademark is coterminous with this Agreement.
- 2.3 **Electronic and Other Publishing.** Except as provided in Schedule B and Article 4.1 of this Agreement, Licensee is specifically prohibited from publishing in any way (including by making available on the Internet or World Wide Web or any other general access electronic network) any Licensed Product or any Licensed Image, or any portion of any such Product or Licensed Image, whether separately or as part of

any other electronic publication.

- 2.4 Confidentiality of Licensed Software.** The Licensed Products are commercially valuable, proprietary products of Pictometry, the design and development of which reflect an investment of considerable time and money. The Licensed Products are treated by Pictometry as confidential and contain substantial trade secrets of Pictometry. Licensee agrees that it will not disclose, provide a copy of, or disseminate the Licensed Products or any part thereof to any person who does not need to obtain access thereto consistent with Licensee's rights and obligations under this Agreement. Licensee agrees to use its best efforts to assure (a) that all its personnel, and any others afforded access to the Licensed Products, will protect the Products against unauthorized use, disclosure, copying, and dissemination, and (b) that access to the Licensed Products and each part thereof will be strictly limited. Licensee understands that Pictometry does not disclose source code and Licensee agrees that it will take all reasonable actions to assure that persons who might access the Licensed Software will not "unlock" or "reverse engineer" any part of the Licensed Software so as to find or uncover the source code or other trade secrets included therein.

3. ARTICLE – GENERAL

- 3.1 Licensed Products.** This Agreement pertains to the particular Images described in Schedule A attached to this Agreement (the "Licensed Images") and the particular copies of the Software listed in Schedule A (the "Licensed Software"), all of which, along with the Documentation, are together referred to as the "Licensed Products." This Agreement does not apply to any other images, software, or other products that may from time to time be owned, used, published, or distributed by Pictometry.
- 3.2 System Installation.** Pictometry shall install a copy of the Licensed Images and Licensed Software on storage media either provided by Licensee or purchased from Pictometry as specified in Schedule A. With the assistance of Pictometry, the Licensee will install the Licensed Images and Licensed Software from that media onto computers/servers to be designated by the Licensee as provided in Article 6.3 below. Additional copies of the Licensed Images (for other or replacement computers/servers) may be purchased from Pictometry. The Licensee will be responsible for assuring that the computer system being used for these purposes will satisfy the minimum system requirements set forth on Schedule A.
- 3.3 Licensee May Authorize Subdivisions, Users and Workstations.** The Licensee may authorize any department, sub unit or location within the Licensee (hereinafter "Subdivisions") to have the Licensed Products installed on computers owned (or leased) and used by those Subdivisions (the "Authorized Users" and "Authorized Workstations") and to use and execute the Licensed Software for official purposes only. The installation of the CIW and EFS and the training of the Authorized Users may be performed only by either the Licensee and/or Pictometry. The Subdivisions authorized for such installation, use, and execution (the "Authorized Subdivisions"), as well as the specific servers involved, will be designated by the Licensee as provided in Article 6.3 below. All Authorized Subdivisions and Authorized Users shall operate under this Agreement as agents of the Licensee and comply with all obligations of Licensee with respect to the use and distribution of the Licensed Products, and Pictometry may look to the Licensee alone for assuring compliance with the terms and conditions of this Agreement. Licensee agrees: (a) that it will not allow any persons other than Authorized Users to use or operate, or to have any other access to, any of the Licensed Products (other than described in Article 4.1 of this Agreement), (b) that it will not allow access to any of the Licensed Software or any Licensed Images except through Authorized Workstations, and (c) that it will cause all Authorized Users to comply with all of the terms, conditions, and limitations applicable to the Licensee under this Agreement. As used in this Agreement, "Authorized Workstation" shall mean a computer workstation that has access to the Client Image Warehouse and which has installed on it (or access to) the related Licensed Software in accordance with Article 4.1(a) below.

4. ARTICLE - GRANT OF LICENSE

- 4.1 License Grant, Uses and Certain Fees.** In consideration for the payment of the License Fees provided for in Article 5 below, and subject to the other terms and conditions of this Agreement, Pictometry hereby grants to Licensee, and Licensee hereby accepts, a nonexclusive, nontransferable, limited license (the "License") for the following:
- (a) **Installation and Documentation.** To install the Client Image Warehouse on servers and related Licensed Software on Authorized Workstations, all of which shall be owned (or leased) by, shall be located on the property of, shall be under the control of, and shall be used by the Licensee or by an Authorized Subdivision (which servers will be designated pursuant to Article 6.3 below). None of the

Licensed Products shall be accessed except through such designated servers and Authorized Workstations. To copy and use the related Documentation included in the Licensed Products in connection with the activities described in this Article 4.1.

(b) **Uses.** Through Authorized Users only, to use and execute the Licensed Software on those designated servers and Authorized Workstations in the conduct of the public business of the Licensee or of the Authorized Subdivisions and to use and print copies of the Licensed Images in the following activities (and no others):

- (1) **For Internal Business.** To use and execute the Licensed Products for internal use in pursuit of its or their public responsibilities.
- (2) **For Persons Doing Business With Licensee** ("Project Participants"). Under the supervision of Authorized Users, allow representatives of persons doing or proposing to do business with the Licensee or an Authorized Subdivision on Licensee Projects (defined below) to use and execute the Licensed Software and to make copies of the Licensed Images with ink or toner on substrate (hereinafter "Hard Copies") at the Licensee or Authorized Subdivisions' facilities only, but not to make any electronic or digital copies (except for a limited number of jpg copies specific to a particular Licensee Project) of the Licensed Images ("Digital Copy"). For these purposes, "Licensee Projects" shall mean any plan or effort, tangible or intangible, such as construction, real estate disposition, facilities management, environmental studies or public information brochures or notices used by the Licensee or an Authorized Subdivision in pursuit of its public responsibilities. The Licensee or Authorized Subdivisions shall cause each Project Participant to agree to use the Hard Copies (or jpg copies) solely in connection with the Licensee's or Authorized Subdivision's Project and to return the Hard Copies (or jpg copies) in their possession upon completion of its participation in the Licensee's or Authorized Subdivision's Project.
- (3) **For Public Use.** Through Authorized Users only, to use and execute the Licensed Software solely for the purpose of making Hard and Digital Copies of Licensed Images for persons desiring them (which Hard Copies may contain annotations of information stored in the Licensed Software and related to the property shown). For each Hard Copy or Digital Copy made pursuant to this Article 4.1(b)(3), the Licensee or Authorized Subdivision involved shall pay a fee to Pictometry as more fully provided in the attached Schedule B.

Any Hard or Digital Copy released or delivered by Licensee or any Authorized Subdivision pursuant to any state or Federal Public Records Act or any other similar state law or regulation shall be treated as a Hard or Digital Copy made pursuant to Article 4.1(b)(3) for purposes of determining fees payable pursuant to this Article, and all Hard Copies and all Digital Copies made pursuant to this Article shall remain subject to all of the provisions of this Agreement, including the prohibition of copying (except after payment of appropriate fees in authorized cases).

4.2 Limitations on License. Licensee agrees: (a) that nothing under this Agreement authorizes it to engage in any service bureau work (service bureau work shall be deemed to include, without limitation, use of the Software to process or to generate output data for the benefit of, or for purposes of rendering services to any third party over the Internet or other public communications network), to exercise or provide any multiple-user license, or to enter into any time-sharing arrangement, except as expressly authorized with respect to Authorized Subdivisions, (b) that Licensee will not authorize or allow any remote access to the Licensed Products except for Authorized Workstations, (c) that Pictometry shall not be obligated to revise, improve, or otherwise change the Licensed Software in any way, (d) that the Licensee is responsible for selecting Authorized Users who are qualified to operate the Licensed Software on Authorized Workstations and are familiar with the Licensed Software, (e) that the Licensee and its Authorized Subdivisions may not copy, download, store, publish, transmit, transfer, sell, or otherwise install or use the Licensed Software or any Images or any portion of the Images in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with Pictometry's prior written permission, or (iii) to the extent not expressly prohibited by this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C. § 107).

Licensee agrees that it will deliver to all recipients of any Hard Copies, and to any other persons who may have access to any of the Images, all such disclaimers and other information that Pictometry may request so as to assist those persons in understanding the limitations on the accuracy of the information developed through the Licensed Products.

4.3 Pictometry's Reserved Rights. Pictometry reserves the right, at its sole discretion and without liability to Licensee, to create new versions of or modules with additional functionality for any part of the Licensed

Products, which may be acquired on a nonexclusive basis by Licensee under a separate agreement. Pictometry may, in addition, produce upgrades to enhance operations of the Licensed Products, which will be supplied without additional cost to Licensee.

5. LICENSE FEES

- 5.1 **License Fees.** In consideration for the License, and subject to the other terms and conditions of this Agreement, the Licensee hereby agrees to pay to Pictometry the fees described on Schedule A (altogether the "License Fees"). Payment to be made as provided in Schedule A. Any tax, including sales tax, is in addition to the License Fees and is the responsibility of the Licensee unless documentation of tax exemption is provided to Pictometry. The first and the second year fees shall be earned on the Delivery Date, even though payment of the second year fee is deferred, as provided on Schedule A.

6. ARTICLE - OBLIGATIONS OF LICENSEE

- 6.1 **Geographic Data.** Licensee agrees to provide to Pictometry any geographic data available in industry standard format, shape, DBF, etc., including digital elevation models, street centerline maps tax parcel maps, centroids, etc., which data will be incorporated into the Image Library licensed to the Licensee. For any of this data that is owned by the Licensee, Licensee agrees Pictometry may distribute this data with the Image Library for use in the Pictometry On-Line product and in licensing Image Library to other licensees. At no time shall Pictometry claim ownership of this data.
- 6.2 **Technical Support Contacts.** Licensee agrees to name Licensee personnel to act as Licensee's technical support contacts for Licensee and these contacts will receive technical training as provided in Schedule A. These contacts will coordinate all requests and inquiries from all Licensee Authorized Users and only these named technical support contacts will have access to telephone support from Pictometry.
- 6.3 **Designation of Authorized Subdivisions, Users, Servers, Workstations.** Licensee agrees that, within thirty (30) days after receipt of the Licensed Products (and on an as-needed basis to update), it will furnish to Pictometry lists of:
- a) All Authorized Subdivisions, as provided in Article 3.3 above,
 - b) All servers on which any of the Licensed Software is or will be installed, as provided in Article 3.5 above, including their locations and identification information,
- 6.4 **Notification.** Licensee will: (a) notify Pictometry in writing of any claim or proceeding involving any of the Licensed Products within ten (10) days after Licensee learns of the claim or proceeding; and (b) report promptly to Pictometry all claimed or suspected defects in any Licensed Product.

7. ASSIGNMENT

- 7.1 **General.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, but shall not be assignable by either party except as provided in Sections 7.2 and 7.3 below.
- 7.2 **Assignment By Licensee.** This Agreement will not be assignable by Licensee, and Licensee may not delegate its duties hereunder without the prior written consent of Pictometry.
- 7.3 **Assignment By Pictometry.** Pictometry shall have the right to assign its rights to receive License Fees under this Agreement, but no such assignment shall affect Pictometry's obligations hereunder. In addition, Pictometry shall have the right to assign all its rights to any person or entity that has acquired substantially all the Pictometry assets used in with respect to the Licensed Products, provided the assignee has assumed all of Pictometry's obligations under this Agreement. Except as provided above in this Section 7.3, this Agreement will not be assignable by Pictometry.

8. DURATION AND TERMINATION OF LICENSE

- 8.1 **Initial Term.** The initial term of this Agreement shall commence upon the installation of substantially all of the Client Image Warehouse and shall expire, unless sooner terminated in accordance with Article 8.3 (or as indicated on Schedule A), upon the second anniversary thereof.
- 8.2 **Renewal.** Effective as of that second anniversary (detailed in Article 8.1), Pictometry will grant an extension of the licensing of Products covered in this Agreement, only in accordance with the following:

- (1) If no later than the 90th day before that second anniversary, the Licensee enters into a License Renewal Agreement with Pictometry (for an additional two years) for new Licensed Images (with a value equal to or greater than that of the existing Licensed Images), then Pictometry will grant Licensee a perpetual License for the existing Products licensed under this Agreement; or
- (2) If no later than the 90th day before that second anniversary, the Licensee enters into a License Renewal Agreement with Pictometry (for an additional two years) for new Licensed Images (with a value of at least 50% of that of the existing Licensed Images), then Pictometry will grant Licensee a perpetual License for the existing Licensed Products upon the payment of a Perpetual License Conversion Fee. Fee is calculated on the difference between the annual fee payable under this Agreement and the new annual fee;
- (3) If no later than the 10th day after that second anniversary, the Licensee pays Pictometry an additional payment of a Perpetual License Conversion Fee, then Pictometry will grant a Perpetual License to Licensee for the Products licensed under this agreement.

Any extensions (or Perpetual Licenses) will be subject to the same terms and conditions as are provided in this Agreement except that the annual fee under Article 5.1 and Schedule A will be eliminated and the Licensee will no longer be able to add images to the existing Image Library. Nevertheless, Licensee's obligations to pay a Reproduction Fee for Digital and Hard Copies to Pictometry, as provided in Article 4.1(b)(3) above, shall continue during any such extension under this Article 8.2.

- 8.3 Termination for Cause.** This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement, if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.
- 8.4 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, Licensee shall immediately cease any and all further use of the Licensed Products and shall promptly purge all copies of Images and all Licensed Software (including but not limited to EFS and CIW) from all computers and workstations on which any of them may be stored or available at the time. In addition, the Licensee shall destroy all remaining inventory of Hard Copies of Images in its possession or under its control (excluding those images produced in the activities described in Article 4.1(b)(2) above). Within thirty (30) days of the date of termination or expiration of this Agreement, Licensee shall also pay Pictometry all amounts due hereunder. The provisions of Articles 2, 7, 8, 9, and 10 of this Agreement shall survive any termination or expiration of this Agreement.
- 8.5 Access to Records.** During the term of this Agreement and for a period of one (1) years after the date of its termination or expiration, Licensee shall make available to Pictometry for inspection and copying on reasonable notice and at reasonable hours, all books and records (including electronically retained information) pertaining to Licensee's compliance with the provisions of this Agreement.

9. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; LIMITED REMEDIES

9.1 Limited Warranties. Pictometry warrants:

- a) that the Licensed Images and the Licensed Software installed by Pictometry on any Authorized Workstation supplied by Licensee pursuant to this Agreement will be true and usable copies as of the date of capture; and
- b) that the information concerning the accuracy of the Licensed Products set forth on the attached Schedule C is substantially true.

Upon notice to Pictometry of any breach of the warranty in clause (a) and/or (b) above, Pictometry will use its reasonable efforts to correct the problem so as to allow the Licensed Products to produce Images and related data that are usable for the general purposes intended. The foregoing warranty is the sole and exclusive warranty that Pictometry makes with respect to the Licensed Products, and the remedies set forth above are the sole and exclusive remedies for breach of those warranties.

9.2 Disclaimer of Other Warranties. Except as provided in Section 9.1 above, EACH OF THE LICENSED PRODUCTS IS PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS" PICTOMETRY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

9.3 Limitations and Exclusions of Remedies. The respective remedies set forth in Section 9.1 are the sole

and exclusive remedies provided for breach of the warranties given. With respect to any other claims that Licensee may have at any time against Pictometry on any matter relating to this Agreement, or the installation, operation, design, distribution, or use of the Licensed Products, the total liability of Pictometry shall in the aggregate be limited to the aggregate amounts of money that Licensee has paid to Pictometry under this Agreement. In addition, because of scheduling and other considerations in preparing current Licensed Images, Pictometry cannot assure delivery of the Licensed Products on a specified delivery date, and Pictometry shall not be liable for any such late delivery except in a case of its gross negligence or willful misconduct. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, OR IMAGES (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR BY ITS CUSTOMERS OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. GENERAL

- 10.1 Entire Agreement.** This Agreement, which includes the attached Schedules, contains the entire agreement between the parties and supersedes all written or oral agreements, descriptions, representations, and understandings with respect to the subject matter hereof. Where differences occur between the main body of the Agreement and the attached Schedules, the Schedules shall supersede the Agreement. Licensee acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party.
- 10.2 Rights of Others.** This Agreement is solely intended to provide rights to and be enforceable by Pictometry and Licensee (including its Authorized Subdivisions). No other person shall acquire or enforce any rights or any representations or warranties given under this Agreement.
- 10.3 Waiver.** The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 10.4 Notices.** All notices and demands hereunder shall be in writing and shall be delivered by personal service, mail, or confirmed facsimile transmission at the address of the receiving party set forth below (or at such different address as may be designated by one party by written notice to the other). All notices or demands by mail shall be sent by certified or registered United States mail, return receipt requested, and shall be deemed complete upon receipt.

If to Licensee:

Contact Name: _____
Address: _____

Email: _____
Phone: _____
Fax:: _____

If to Pictometry:

Pictometry International, Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623
Attn: Michael J. Neary
Phone: 585-486-0093 Fax: (585) 486-0098
Email: mike.neary@pictometry.com

- 10.5 Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

10.6 Force Majeure. Pictometry shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor, or materials. In the event of any such delay, Pictometry may defer the delivery of Licensed Products for a period equal to the time of the delay.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the latest of the signature dates specified below.

PICTOMETRY INTERNATIONAL, Corp.

Licensee: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 100 Town Centre Drive, Suite A

Address: _____

Rochester, NY 14623

Date: _____

Date: _____

Attachments:

Schedule A: Description of Licensed Products – **Must be initialed by Licensee**

Schedule B: Charges for Image Reproduction

Schedule C: Digital Imagery Specifications

Schedule D: Sectorized Map – **Must be initialed by Licensee**

NOTE: “*Notices*” information must be entered in Article 10.4 of this Agreement.

SCHEDULE "A"

1. The following products shall be delivered to Genesee County, MI ("Licensee") by Pictometry International Corp.:

A. Licensed Images procured with a 11 megapixel camera:

1. Community Images covering 358 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 4 Ortho-rectified images.
 - b. 2 Oblique images.
 - c. 2 Oblique images taken from the opposite direction to (b) above.

Community Images will be taken when there is less than 30% leaf cover and no snow.

Community Oblique Image Price	\$70 per sector per year
<u>Less 40% discount</u>	<u>\$28</u>
	\$42 @ 358 sectors = \$15,036.00 per year

Ortho-rectified Community Images No Additional Charge

2. Neighborhood Images covering 361 sectors of the Licensee as indicated on the attached map. Each sector will have approximately:
 - a. 32 Ortho-rectified images.
 - b. 64 Oblique images. 16 each from four perpendicular directions.

Neighborhood Images will be taken when there is less than 30% leaf cover and no snow.

Neighborhood Oblique Image Price	\$380 per sector
<u>Less 40% discount</u>	<u>\$152</u>
	\$228 @ 361 sectors = \$82,308.00 per year

Ortho-rectified Neighborhood Images No Additional Charge

3. Approximately 1 orthorectified mosaic tile per sector, at approximately a 1 meter pixel resolution, for the full County coverage area.

719 Ortho Sector Tiles = No Additional Charge

4. Sanborn Ortho Certification (\$100 per square/mi x 719) = \$71,900.00

5. Initial Setup Fee = \$10,000

6. Images are to be delivered with an image size of approximately 6 MB.
- B. US Census Bureau TIGER line files of County or a base map supplied by Licensee.
- C. U.S.G.S Digital Elevation Models (DEMs) or Licensee DEMs in USGS standard format or in industry standard point shape file format.
2. Documentation: Pictometry International Corp. shall furnish 1 digital copy of the Documentation for the Licensed Software.
3. Training: Pictometry International Corp. shall conduct two End User orientation sessions of up to 25 people for employees of the Licensee or Authorized Subdivisions thereof at the Licensee's site. In addition there will be Advanced User technical training for one group of up to 10 people using Licensee computers.
4. Telephone Support: Pictometry shall provide 10 hours of telephone support to the people who have completed the Advanced User technical training and who are individually identified by Licensee.
5. Licensed Software: Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software free of charge for a period of two years from the date of installation, along with a copy of the updated documentation.
6. Annual Image License Fee of Ninety Seven Thousand Three Hundred and Forty Four Dollars (\$ 97,344.00)
- This is the annual image license fee for the Images, Software, Documentation and support.
 - The initial duration of the License is two (2) years at the above Annual Fee.
 - This License may be converted into a perpetual License at the end of the initial term by:
 - Entering into a new License for new Images
 - Paying a one-time Perpetual License Conversion Fee of 20% of the Annual Fee.
 - Support for EFS for a perpetual License is 5% of the Annual Fee.
 - The annual cost of the Images is fixed for a period of four (4) years from the date of the Licensee's original License Agreement with Pictometry, assuming the Images are taken at the same frequency.
 - After the initial four (4) years, the annual cost of the Images will not increase by more than 10% in any one subsequent year.
7. Licensee will make available on Licensee Server enough disk storage space to accommodate the Licensed Images and Licensed Software. This is estimated to be 259 GB (not including Sanborn processed orthos) in a NTFS file system, in other file systems the size may vary. Licensee will also provide a 100 Mb/s network link to the server. On delivery Pictometry shall copy the Licensed Images and Licensed Software from Pictometry's computer to the Licensee server via the network connection.

Total Cost: The Total Cost of this License Agreement is Two Hundred and Seventy Six Thousand Five Hundred and Eighty Eight Dollars (\$276,588.00), broken down as follows:

First Year

Annual Image License Fee	\$ _____ 97,344.00
Setup Fee	\$ _____ 10,000
Sanborn Ortho Certification	\$ _____ 71,900.00
First Year Total	\$ _____ 179,244.00

Second Year

Annual Image License Fee	\$ _____ 97,344.00
Second Year Total	\$ _____ 97,344.00

8. Taxes: All License Fees or other prices listed in this Agreement are exclusive of Federal, State and Local taxes. Licensee will be responsible for any taxes due under this License Agreement.
9. Payment: The Licensee shall remit to Pictometry International, Corp. twenty-five percent (25%) of the First Year Total Fee upon signing this Agreement and the balance of the First Year Total Fee within 30 days of the delivery of all Licensed Software and Images, as specified in this Schedule A. All delivery efforts by Pictometry International Corp. shall be coordinated with the Licensee. Payment of the Second Year Total Fee shall be due on the one-year anniversary of this delivery date. It is understood that the payment schedule is for the convenience of the Licensee. All monies are considered earned upon delivery of the Image Library. Payment of the Second Year Total Fee with the First Year total Fee will receive a 2% discount on that Second Year Total Fee. Fees past due for 30 days shall be charged a late fee of 1.5% per month.

Payment Breakdown:

Down payment due at signing = \$24,336.00
 Balance of First Year Total Fee due on Image Library Delivery = \$154,908.00
 Second Year Total Fee due on one-year anniversary of delivery = \$97,344.00

10. Delivery Schedule: The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.
11. Recommended Minimum System Requirements for Electronic Field Study. A Pentium III with a 450 MHz processor, 128MB memory minimum 256MB+ recommended, Windows NT/2000/XP, a video card with 4 MB memory capable of 1024 x 768 resolution, 100MB NIC and 50MB free disk space for software.
12. Support Services: Additional training and support services are available at the additional costs listed:
13. Modifications to License Agreement:
 - a. Paragraph 6.1 is modified by the addition of the words "only with the written permission of Licensee" to read as follows:

“6.1 Geographic Data. Licensee agrees to provide to Pictometry any geographic data available in industry standard format, shape, DBF, etc., including digital elevation models, street centerline maps tax parcel maps, centroids, etc. This data will be incorporated into the Image Library licensed to the Licensee. For any of this data that is owned by the Licensee, Licensee agrees Pictometry may distribute this data with the Image Library to other Licensees, only with the written permission of Licensee.”

- b. Paragraph 6.3(b) is modified by deleting the words “and Authorized Workstations” and “and identification information” and adding the words “Image Library and” to read as follows:

“All servers on which any of the Image Library and Licensed Software is or will be installed, as provided in Section 3.5 above, including their locations.”

- c. The last 2 sentences (“The Licensee agrees...those quarterly updates.”) in Paragraph 6.3 are deleted in their entirety and replaced with the following:

“The Licensee agrees that it will send revisions of those lists to Pictometry on an “as needed” basis, adding or deleting the information on them so that the lists will be complete, accurate, and up-to-date.”

14.

Products & Services	Price
At Implementation	
-Additional user training sessions – End User or Advanced User.	\$500/session
Post Implementation Training	
-At Licensee Location	
-End User or Advanced User.	\$500/session*
-At Pictometry	
-Advanced User	\$500/Person /Day
-Via the Internet	\$350/Session
Post Implementation Technical Support	
-Telephone Support for Licensee Support Contacts – 5 Hour Blocks	\$500
-On Customer Site	
-Senior Engineer - Per Hour, Min 8 Hr.	\$200 *

-Customer Support Engineer – Per Hour, Min 8 Hr. \$125 *

Electronic Field Study Operations Manuals

- Printed Manuals \$50

* Plus meal, lodging and travel expenses

SCHEDULE "B"
Charges for Image Reproduction

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1. All Licensed Images provided pursuant to this License Agreement are and shall remain the property of Pictometry International Corp. and shall contain Pictometry's copyright notices.
2. Any reproductions of the Licensed Images using the Licensed Software, or reproduction or copying of the Licensed Images in any form by any other means by Licensee or an Authorized Subdivision thereof, shall be for internal use or use by "Project Participants" for "Licensee Projects" as covered in Section 4.1(c)(2) of the Licensee or an Authorized Subdivision thereof, unless a fee is paid by Licensee to Pictometry as follows:
 - A. For each Hard Copy of an Image, a fee of \$25 shall be paid to Pictometry. All such fees shall be remitted monthly to Pictometry.
 - B. For each Digital Copy of an Image, a fee of \$25 shall be paid to Pictometry. All such fees shall be remitted monthly to Pictometry.
3. Licensee may pass these fees on to the authorized persons or entities receiving the Images and charge additional fees for work Licensee performs in preparing, annotating and/or copying the Images.

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SCHEDULE “C”
Digital Imagery Specifications (Approximate)

Community Oblique (Nominal 1½ Foot)

<i>Image sensor:</i>	11 Megapixel – 3:2 landscape aspect ratio
<i>Footprint:</i>	
Front Line:	5,000 feet (1,524 meters)
Back Line:	10,000 feet (3,048 meters)
Front to Back:	7,500 feet (2,286 meters)
<i>Resolution:</i>	
Front Line:	1.2 feet/pixel (0.37 meters/pixel)
Middle Line:	1.6 feet/pixel (0.49 meters/pixel)
Back Line:	2.5 feet/pixel (0.76 meters/pixel)

Community Orthogonal (Nominal 1 Foot)

<i>Image sensor:</i>	Dual 11 Megapixel – 3:2 landscape aspect ratio
<i>Footprint:</i>	5,280 x 2,640 feet (1,609 x 805 meters)
<i>Resolution:</i>	1 feet/pixel (0.30 meters/pixel)

Neighborhood Oblique (Nominal 6 Inch)

<i>Image sensor:</i>	11 Megapixel – 3:2 landscape aspect ratio
<i>Footprint:</i>	
Front Line:	1,600 feet (488 meters)
Back Line:	2,400 feet (732 meters)
Front to Back:	2,200 feet (671 meters)
<i>Resolution:</i>	
Front Line:	0.4 feet/pixel (0.12 meters/pixel)
Middle Line:	0.5 feet/pixel (0.15 meters/pixel)
Back Line:	0.6 feet/pixel (0.18 meters/pixel)

Neighborhood Orthogonal (Nominal 6 Inch)

<i>Image sensor:</i>	11 Megapixel – 3:2 landscape aspect ratio
<i>Footprint:</i>	1,650 x 1,100 feet (503 x 335 meters)
<i>Resolution:</i>	0.5 feet/pixel (0.15 meters/pixel)

Image format Proprietary image trailer tacked onto industry standard image format. May be exported to industry standard formats.

Image Quality Images will have an unobstructed view of the ground, however there may be occasional cloud shadows. In controlled airspace, around airports, etc., and in areas of rapid elevation changes the image footprint sizes and resolutions may vary.

Relative Image Accuracy Approximately 5 meters or less over 1000 meters

Absolute Image Accuracy Approximately 2-5 meters (Image location accuracies are subject to and dependant upon the accuracy and posting interval of the County Digital Elevation Models, especially in hilly terrain. This accuracy applies only to orthogonal and not oblique images. See note below.)

Sensor Positional Accuracy 15 cm absolute

Sensor Directional Accuracy 0.01 degrees absolute

We utilize a Litton IMU (Inertial Measurement Unit – utilized in cruise missiles), a ground station post-corrected GPS, and Kalman filtering to achieve the high degree of positional and directional accuracy.

Ortho-rectification (Nadir Images only) Geo-referenced square pixels

The images will be ortho-rectified to back out the optical deviations of the capture system and then resampled, utilizing USGS DEM data (30-meter postings or better if available from county), to produce square pixels on the ground. Raw digital images will be available for customers who wish to resample with higher resolution elevation data.

Image Export JFIF (JPEG), TIFF, GIF, BMP

With associated geography file for import into GIS

The proprietary image format can be directly read into GIS packages that can import JFIF files or the file can be converted to any of the above image formats. An associated geographic mapping file will be delivered with each orthogonal image for direct import into GIS.

Geo-data Export delineated text files or ESRI shape files

Geo-data may be exported as points, lines, poly-lines, or polygons to a delineated text file or ESRI shape file for import into GIS.

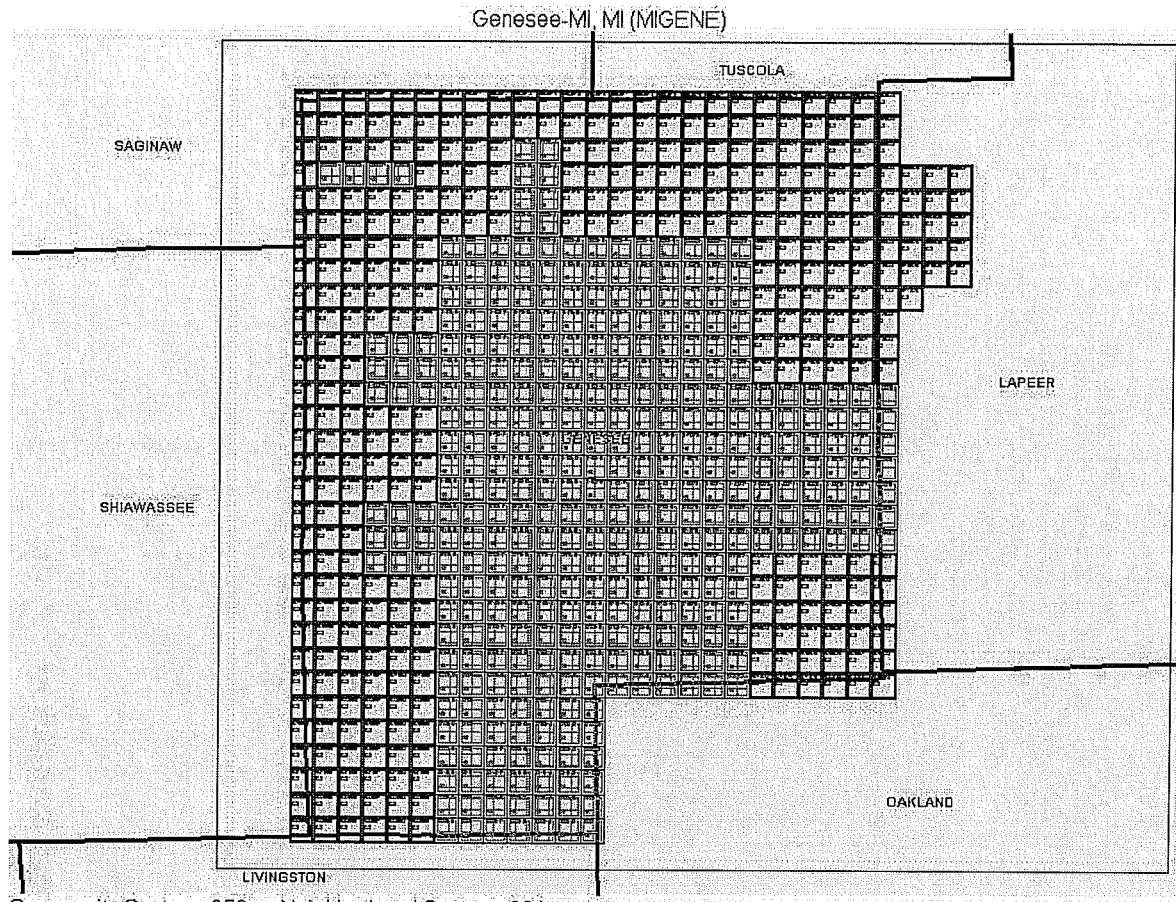
Image Tiling and Contours

In our standard package we do not tile the orthogonal images, nor create contours out of the stereo pairs. However, our orthogonal images are in a form that can support both these functions.

Notes

1. As of this date, the existing National Map Accuracy Standards focus on conventional analog aerial photography products. Research is currently underway by the major manufacturers of precision digital aerial mapping cameras to update the existing specifications to be more compliant with digital aerial mapping standards.
2. It should be noted that many of the applications identified by Licensee agencies do not require high levels of accuracy, such as 911, Police, Economic Development, etc. For those that have this requirement, it can be achieved post delivery through the use of third party engineering and surveying software packages which allow orthophoto images to be rectified to existing monumentation and ground control data.
3. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, e.g. building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views and height measurements, etc. afforded by the oblique images and the coordinate accuracy afforded by the orthogonal images.

SCHEDULE "D" Sector Map



Community Sectors: 358 Neighborhood Sectors: 361

PICTOMETRY COST SHARE

Base Cost:	<u>\$276,588.00</u>	
Less: Land Bank Authority	\$20,000.00	7.23%
Less: State of Michigan	\$15,000.00	5.42%
Less: USGS	\$15,000.00	5.42%
Less: Parks & Rec	\$2,016.00	0.73%
Less: (Misc.)	\$0.00	0.00%
(Initial Cost Share from above entities)	\$52,016.00	18.81%

Adjusted Base Cost (ABC): (Base cost less Initial Cost Share) \$224,572.00

Cost Share (per base cost):

	% of (ABC)	2 Year Costs
911	25.00%	\$56,143.00
County	10.00%	\$22,457.20
Drain Commissioner	7.50%	\$16,842.90
Road Commission	7.50%	\$16,842.90
(Subsequent Cost Share from above entities)		\$112,286.00

Net Adjusted base costs: ((ABC) less Cost Share) \$112,286.00

<u>Townships:</u>	<u>Parcel Count:</u>	<u>Flat</u>			<u>Adjusted</u>	
		<u>Price/Parcel</u>	<u>2 Year Costs</u>	<u>Flight Level</u>	<u>Price/Parcel</u>	<u>2 Year Costs</u>
Argentine	3,498	\$0.58	\$2,042.59	2	\$0.23	\$789.46
Atlas	3,556	\$0.58	\$2,076.46	2	\$0.23	\$802.55
Clayton	3,437	\$0.58	\$2,006.97	2	\$0.23	\$775.70
Davison	6,348	\$0.58	\$3,706.80	1	\$0.67	\$4,227.60
Fenton	7,414	\$0.58	\$4,329.27	1	\$0.67	\$4,937.53
Flint	12,283	\$0.58	\$7,172.43	1	\$0.67	\$8,180.16
Flushing	4,263	\$0.58	\$2,489.30	2	\$0.23	\$962.11
Forest	2,308	\$0.58	\$1,347.71	2	\$0.23	\$520.89
Gaines	3,056	\$0.58	\$1,784.50	2	\$0.23	\$689.71
Genesee	8,530	\$0.58	\$4,980.94	1	\$0.67	\$5,680.76
Grand Blanc	13,834	\$0.58	\$8,078.11	1	\$0.67	\$9,213.09
Montrose	2,847	\$0.58	\$1,662.45	2	\$0.23	\$642.54
Mt. Morris	10,858	\$0.58	\$6,340.33	1	\$0.67	\$7,231.15
Mundy	6,829	\$0.58	\$3,987.67	1	\$0.67	\$4,547.94
Richfield	3,911	\$0.58	\$2,283.76	2	\$0.23	\$882.67
Thetford	3,190	\$0.58	\$1,862.74	2	\$0.23	\$719.95
Vienna	5,657	\$0.58	\$3,303.30	2	\$0.23	\$1,276.73
Township Totals:	101,819		\$59,455.35			\$52,080.54

Cities:

Burton	13,276	\$0.58	\$7,752.28	1	\$0.67	\$8,841.47
Clio	902	\$0.58	\$526.71	1	\$0.67	\$600.71
Davison	1,741	\$0.58	\$1,016.63	1	\$0.67	\$1,159.46
Fenton	4,679	\$0.58	\$2,732.22	1	\$0.67	\$3,116.09
Flint	57,536	\$0.58	\$33,597.10	1	\$0.67	\$38,317.49
Flushing	3,391	\$0.58	\$1,980.11	1	\$0.67	\$2,258.32
Grand Blanc	2,634	\$0.58	\$1,538.08	1	\$0.67	\$1,754.18
Linden	1,766	\$0.58	\$1,031.22	1	\$0.67	\$1,176.11
Montrose	737	\$0.58	\$430.36	1	\$0.67	\$490.82
Mt. Morris	1,334	\$0.58	\$778.97	1	\$0.67	\$888.41
Swartz Creek	2,478	\$0.58	\$1,446.98	1	\$0.67	\$1,650.28
City Totals:	90,474		\$52,830.65			\$60,253.35

Project Totals: 192,293 \$112,286.00 \$112,333.90

\$276,588.00

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby approves the request of the GIS Department for approval of the Genesee County Pictometry and Orthoimagery Project Intergovernmental Agreement, the Pictometry International Corporation General License Terms and Conditions, the use of encumbered funds in the GIS Development Fund in the amount of \$22,457.00, authorization for the Board Chairperson to sign the license, and permission to submit the State Orthoimagery Program 2005-2009 Local/County/Regional Partnership Application to the State of Michigan, as set out in the Controller's memorandum dated June 1, 2005 "Subject: GIS-Intergovernmental Agreement" (a copy of which (with multiple attachments thereto) being on file with the official records of the June 1, 2005 meeting of the Joint Public Works/Finance Committee of this Board).

JOINT PUBLIC WORKS/FINANCE COMMITTEE

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PROFESSIONAL SERVICES AGREEMENT
Between The
CITY OF SWARTZ CREEK, MICHIGAN
And
ADAM ZETTEL

This agreement is made this 12th day of January, 2009, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473, (the “City” or “Employer”), and Adam Zettel, (the “Assistant Manager” or “Employee”).

WHEREAS, the City created the position of Assistant City Manager / Economic Director / Staff Planner / DDA Director in July 2006, after recognizing the need for such a position; and

WHEREAS, Adam Zettel was appointed to the position based on his qualifications and education, having a Master of Arts in Urban and Regional Planning, a Bachelor of Arts in Public Administration and a Bachelor of Arts in Political Science and he continues to serve in said position today; and

WHEREAS, in addition to the duties set forth in the July 2006 appointment, additional responsibilities have been added to the position including, but not limited to, Zoning Administrator and MI-DEQ required S-2 Water Systems License; and

WHEREAS, the City Manager has reviewed the rates of the City’s Supervisors and evaluated work distribution and responsibilities and recommends adoption of this agreement;

NOW, THEREFORE, the City and the Assistant Manager hereby agree as follows:

SECTION NO. 1 – ACKNOWLEDGMENT OF CONTINUED SERVICE

The City, acting by and through its City Council and in reliance on all of the acknowledgments, premises and representations made in his application for this position and in this agreement, hereby acknowledges the continued service of Adam Zettel in the position of Assistant Manager since his original appointment on the 24th day of July, 2006.

SECTION NO. 2 – AGREEMENT TO CONTINUE SERVICE

By execution of this agreement, the Employee agrees to continue his service to the City in the office of Assistant Manager subject to all of the terms and conditions set forth herein.

SECTION NO. 3 - SALARY

Commencing on July 1, 2008, the Assistant Manager shall receive a salary of Fifty-Two Thousand Dollars (\$52,000) per year. The salary may be reviewed on a yearly basis by the City Manager with a recommendation for merit increases to the City Council for consideration. The City Council shall decide on all increases.

SECTION NO. 4 – AUTOMOBILE ALLOWANCE

The Assistant Manager shall receive an automobile allowance in the amount of Two Hundred & Fifty Dollars (\$250) per month.

SECTION NO. 5 - RETIREMENT PROGRAM

A). The Assistant Manager shall participate in the M.M.E.R.S. defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 7% of the employee participant's gross wages.

B). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan shall become vested on behalf of the Assistant Manager participant in accordance with the following schedule:

Less than 1 year completed service:	0% vested
After 1 year, but less than 2 years completed service:	20% vested
After 2 years, but less than 3 years completed service:	40% vested
After 3 years, but less than 4 years completed service:	60% vested
After 4 years, but less than 5 years completed service:	80% vested
After 5 years completed service:	100% vested

C). Defined Contribution Plan - Employee Voluntary Contribution.

The Assistant Manager may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Contributions made by the Assistant Manager are not subject to the vesting provisions of Subsection B), above.

Voluntary contributions may be made no more than one time each contract year.

SECTION NO. 6 - COMPENSATORY TIME

The Assistant Manager may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime.

SECTION NO. 7 - VACATIONS

A). As of January 1, 2007, the Assistant Manager was credited with fifteen (15) vacation days to be used during such year. Additionally, during 2007 the Assistant Manager shall continue to earn vacation days to be used in the next subsequent year in accordance with the schedule set forth below.

Beginning with the calendar year beginning January 1, 2008, the Assistant Manager will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1st of the following calendar year.

Completed Years of Service	Annual Maximum
1-4	15 Days
5-20	20 Days
20+	25 Days

B). All other provisions regarding vacation time shall be the same as is provided for supervisors in the collective bargaining agreement between the City of Swartz Creek and the Swartz Creek City Supervisor's Association, as said collective agreement exists and as it shall be amended during the term of this agreement.

SECTION NO. 8 - OTHER BENEFITS

In addition to the salary, retirement and vacation benefits set forth above, the Employer will also provide the Manager with the following benefits at the same level as, and on the same terms as, provided for supervisors in the collective bargaining agreement between the City of Swartz Creek and the Swartz Creek City Supervisor's Association, as said collective agreement exists and as it shall be amended during the term of this agreement:

- A). Holidays;
- B). Sick/accident coverage and absent leave;
- C). Family and medical leave;
- D). Personal leave;
- E). Military leave;
- F). Funeral leave;
- G). Life insurance coverage;
- H). Hospitalization, medical, dental and optical coverage;
- I). Workers' compensation and supplemental compensation coverage;
- J). Jury duty pay;

SECTION NO. 9 - DISCHARGE

The Assistant Manager acknowledges and understands that his appointment is held at the pleasure of the City Manager and/or the City Council and that the Assistant Manager may be discharged at any time for any, or no reason whatsoever. If the Assistant Manager is discharged for any reason other than: a) his failure to perform the powers, duties, functions and responsibilities placed upon him by the City Manager or by the City Council; or b) his commission of any other act which constitutes cause for discharge, including, but not limited to, willful malfeasance, gross negligence or criminal

conduct, he shall receive severance pay in the full amount of his then periodic salary together with medical insurance as provided to the Supervisor's. Such severance pay shall be paid to the Assistant Manager in the same periodic installments as the regular City payroll. The City's duty to pay such severance pay and benefits shall continue for a period of ninety (90) days from the date of termination. No other benefits provide for in this agreement shall accrue to or be earned by the Assistant Manager during such ninety (90) day period.

Payment by the City of such severance pay and benefits shall constitute liquidated damages for any claims the Assistant Manager may have against the City related to such discharge and shall constitute a full and complete release of the City from any liability therefore. The Assistant Manager shall execute such a release in a written form approved by the City attorney prior to payment of any portion of such severance pay or benefits. In return for such severance pay, the Assistant Manager shall be available to the City at reasonable times and places for consultation on City business matters on which the Assistant Manager has knowledge that was acquired during the term of this agreement.

Should this agreement not be renewed by the City, or should it be extended as provided in paragraph 12, below, the severance pay provisions contained herein, including the designation of same as liquidated damages, shall continue and remain a separate and continuing obligation of the City existing Independent of this agreement if the Assistant Manager's employment is later terminated.

SECTION NO. 10 – TERMINATION BY ASSISTANT MANAGER; RESIGNATION

The Assistant Manager may terminate this agreement at any time by providing the City Manager with no less than thirty (30) days written notice of his voluntary resignation and termination of this agreement. Upon such termination by the Assistant Manager, he shall not be entitled to any of the severance pay or benefits described in Section 9, above.

SECTION NO. 11 - INDEMNIFICATION

The City will defend and indemnify the Assistant Manager for liability incurred for administration acts, errors and omissions performed within the scope of his duties under this agreement and the City Charter.

SECTION NO. 12 - TERM

This agreement may be amended at any time by mutual written agreement of the parties. This agreement will be renewed automatically from year to year thereafter unless either party requests in writing that it be renegotiated or that it not be renewed. Such request, to be effective, must be received by the non-requesting party at least ninety (90) days prior to the date of automatic renewal.

SECTION NO. 13 – ALTERNATIVE DISPUTE RESOLUTION

A). With the express exception of the need by either party for injunctive relief, the City and the Assistant Manager agree that any dispute between them regarding any of the terms and

conditions of this agreement shall be resolved by mediation and, if mediation is unsuccessful, by arbitration.

B). First, the dispute shall be submitted to mediation before a mediator mutually agreed to by the parties and selected from the list of civil mediators maintained by the ADR Clerk of the Genesee County Circuit Court. Selection of the mediator shall be made within ten (10) days and the mediation shall be completed within thirty (30) days of selection of the mediator.

C). If such mediation fails, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for binding and final arbitration. The arbitrator shall conduct the arbitration in Genesee County and in accordance with the Employment Arbitration Rules of the American Arbitration Association (AAA), but the arbitration need not be administered by the AAA. The arbitrator's decision shall be embodied in an award which shall be final and binding on the City and the Assistant Manager and which shall constitute the exclusive remedy available to the parties. In making the award, the arbitrator may include any remedy contemplated by this agreement or by law. The parties understand and agree that a judgment by the appropriate court may be rendered upon the arbitration award. The arbitrator's fees and expenses, shall be paid equally by the parties. Each party shall bear its own filing fees, attorney fees, and expenses.

D). Statute of Limitation. Neither party shall commence any action or other legal proceeding relating to this agreement or the Assistant Manager's employment with the City, or the termination of that employment, more than six (6) months after the event complained of which is the subject of the action or legal proceeding. Both parties specifically waive any statute of limitation to the contrary.

SECTION NO. 14 - SEVERABILITY

All agreements and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

SECTION NO. 15 – BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

SECTION NO. 16 – APPLICABLE LAW

This agreement shall be subject to and all terms and provisions hereof shall be construed in accordance with the laws of the State of Michigan.

SECTION NO. 17 – AMENDMENT OF PRIOR CONTRACT

This agreement amends and replaces any prior agreement between the City and the Assistant Manager and, shall be effective as of the day and date first above written, except for those provisions herein stated to be retroactive to an earlier date, in which case the earlier retroactive date shall apply.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

THE CITY OF SWARTZ CREEK:

**ASSISTANT CITY MANAGER / STAFF
PLANNER / ECONOMIC DIRECTOR:**

By: Richard Abrams, Mayor

Adam Zettel

By: Juanita Aguilar, City Clerk

APPROVED AS TO FORM:

Richard J. Figura, City Attorney

Date: _____

City of Swartz Creek

Job Description

Assistant City Manager - Zoning Administrator - Planner

REVISED: January 07, 2009

FLSA: Exempt, Executive Position
Department: City Manager's Office

GENERAL STATEMENT OF DUTIES: Assists the City Manager in the overall administration of City operations and manages a variety of special projects and programs, including planning & zoning administration and community & economic development; performs other duties as required.

SUPERVISION RECEIVED: Works under the general direction of the City Council and the City Manager in accordance with the City Charter.

DISTINGUISHING CHARACTERISTICS: The Assistant City Manager has the responsibility for assisting in the administrative operations of the City. The incumbent is assigned the management of a variety of special projects and programs including community development, economic development, and the Downtown Development Authority. The incumbent may assume the duties of City Manager during the City Manager's absence.

ESSENTIAL DUTIES: Assists the City Manager in the administration of City operations; manages the City's community development, planning, and redevelopment programs; directs the day to day activities of the Downtown Development Authority as directed by the Board; assists in oversight of the senior center activities; plans and administers economic development activities; assists in the planning and management of utilities, parks, and streets, prepares City applications for grants; updates the City webpage; negotiates a variety of City contracts and agreements; represents the City Manager and City Council on a variety of boards and committees; represents City interests and liaises with community groups as needed; drafts ordinances, contracts, and resolutions; conducts research and special studies on a variety of subjects as assigned by the City Manager; prepares and submits a number of annual reports regarding City operations and finances; assists the City Manager with budget creation and oversight; oversees a variety of special programs; makes presentations to community groups regarding City programs and operations; provides staff support to the City Council, Planning Commission and special committees; responds to a variety of inquiries and complaints received from the public; assists in the development and recommendation of programs to assure the economic development and financial vitality of the City; represents the City at governmental and social functions on a variety of program areas.

EXPERIENCE & EDUCATION: Position requires sufficient experience and education in the management of public organizations to perform the duties of the Assistant City

Manager. Experience should be focuses on community and economic development, but should also encompass general management, finance, public works, and recreation. A typical way of obtaining the required qualifications is to possess the equivalent to a Bachelor's Degree in Public Administration, planning, or a closely related field and three years of increasingly responsible municipal management experience. A Master's Degree is desirable.

KNOWLEDGE & ABILITY: Comprehensive *knowledge* of administrative principles, methods, and practices including strategic planning, goal setting, program and budget development, program implementation; techniques utilized in administrative analysis, fiscal planning, community development, management, and program development; principles of tax increment financing and other downtown financing tools; applicable legal guidelines and standards affecting city administration, public franchise operations, economic development, and redevelopment activities; principles and practice of budget development and administration; funding sources impacting program and service development; social, political, and environmental issues influencing program administration; principles and practices of contract administration, evaluation, and administration; principles of software applications including Microsoft Word, EXCEL, Adobe applications (including webpage maintenance), and Geographic Information Systems. General knowledge of legal and management principles and employer-employee relationship issues.

Ability to plan, organize, administer, and coordinate a large variety of complex City services and programs; develop and implement goals, objectives, policies, procedures, work standards, and internal controls; provide advice and consultation to the City Manager and City Council on the development of ordinances, regulations, programs, and policies; analyze a variety of complex program and service delivery issues and formulate effective strategies and policies to address these issues; direct the work of managers, supervisors, and staff in a manner that best utilizes their abilities to provide service to the public efficiently and at the lowest possible cost; analyze, prepare, and administer a program budget; recommend long range community planning and social service programs; prepare concise and comprehensive reports; exercise leadership, authority, and supervision tactfully and effectively; communicate well with all sectors of the community and make effective public presentations; effectively represent the City with individual citizens, community groups, and other governmental agencies; establish and maintain cooperative working relationships.

WORKING CONDITIONS: Position requires working in a standard office environment and involves sitting, standing, walking, reaching, twisting, turning, kneeling, bending, and squatting in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in writing reports using a computer keyboard. Additionally, the position requires near, far, and color vision in reading plans, reports, using the computer and surveying land use areas; hearing is required when interacting with the public and City employees. The incumbent also must be available to be called for local emergencies, attending meetings in various other cities, work

irregular or extended hours to attend various meetings, and work with constant interruptions.

TIME ALLOCATION: Based upon the described functions of the positions of Assistant City Manager, time shall be allotted and distributed among the City's departments and funds as follows:

Building, Planning, and Zoning	35%
Parks	05%
Downtown Development Authority	15%
Water	10%
Sewer	10%
Major Streets	10%
Local Streets	10%
Waste Management	05%

Adam Hunter Zettel, AICP

4351 Van Vleet Road
Swartz Creek, MI 48473

SUMMARY

- Talented, hardworking, motivated, and humorous
- Over nine years progressive experience in municipal government
- Excellent leader and researcher that can work independently or with groups
- Much knowledge and experience with planning and community development

EDUCATION

Master of Arts; Urban and Regional Planning

University of Michigan-Ann Arbor, Ann Arbor, MI May 2006

Bachelor of Arts; Public Administration

University of Michigan-Flint, Flint, MI December 2003

Bachelor of Arts; Political Science

University of Michigan-Flint, Flint, MI December 2003

Activities

- Leader/Coordinator of Graduate Thesis Team 2005-2006
- University of Michigan-Flint Honors College Program (GPA 3.74)
- Student Gov. Rep. (Pol. Affairs & Inter Club Council Committee) 2001
- Student Gov. Vice-President 2002
- Student Affairs Faculty Committee 2001-2002
- Honors Scholar Council Vice President 2001-2002
- Founder and President, Hunting Club 2001-2002
- Treasurer and Member, Fencing Team & Travel Club 2002
- Undergraduate Thesis Publication (see below)

HONORS, GRANTS & AWARDS

- Honors Scholar Program at the University of Michigan 1999-2003
- Michigan Competitive Scholarship 1999-2003
- Utley Memorial Scholarship 2001-2002
- Freeman Honors Scholarship 2002-2003
- University of Michigan Grants 1999-2002
- Maize and Blue Award (1 of 3 finalists for commencement speaker) 2003
- Honors Scholar Research Grant (\$3,000) University of Michigan-Flint, 2002
- Research and Development Office Grant (\$500) UM-Flint, 2002
- Honors Service Award 2004
- Wallenberg Memorial Scholarship (\$20,000) 2004
- Michigan Society of Planning Memorial Scholarship 2004

PUBLICATIONS

- ***Lysander: The Man Behind the Man*** Purdue University Calumet Undergraduate Research Conference. Proceedings of the Eighth Annual Undergraduate Research Conference, Purdue University-Calumet, Hammond IN. 2000: p. 154-156.
- ***Construction vs. Development: Regional Governance and Sustainable Transportation in Glasgow, Scotland*** Michigan Academy of Science, Arts & Letters. Academician, Hope College, Holland MI. Spring, 2003.

PROFESSIONAL LICENSES AND CERTIFICATIONS

- S-2 Waters System Distribution (Michigan)
- Level One Assessor (Michigan)
- America Institute of Certified Planners (National)

WORK EXPERIENCE

Assistant City Manager/Zoning Administrator

Swartz Creek City, Swartz Creek, MI (Pop. 5300) – Jun/1999-Present

- Directed all activities of the building, planning & zoning department and was responsible for day-to-day operations of the city under the City Manager.
- Performed research & statistical analysis, water system operation and analysis, capital improvement plan creation, utility rate studies, DDA formation & direction, budgeting, CDGB, and long range comprehensive planning
- Responsible for site-plan review, zoning administration, economic development, utility and street supervision, and oversight of code enforcement
- Negotiated contracts, agreements, and land sales
- Presented reports and recommendations for City Council and other bodies
- Staff director of all Planning Commission, ZBA, & DDA meetings
(As a Department of Public Service Part-Time Employee) 1999 ~ 2002
- Performed water testing & system maintenance; read water meters
- Performed road maintenance & cleared roads of snow and ice
- Maintained parks and recreation facilities

Project Facilitator for non-profit trail-way group

Headwaters Trails Inc., Holly, MI - Jul/2003-Sep/2003

- Directed engineering, signage, grant preparation, and trail development
- Held public meetings and liaised with numerous private and public officials

Assistant Planner (Internship)

Langworthy, Strader, LeBlanc, Royal Oak, MI - Oct/2002-Dec/2002

- Performed research for master plans and park plans
- Developed community profiles
- Performed field inspections and research
- Prepared for and held public meetings

PROFESSIONAL CONFERENCES & TRAINING (Representative List)

- “Eminent Domain Seminar.” Howard & Howard Attorneys. East Lansing, MI, May 14, 2003.
- “Human Resource Systems & Best Practices.” Michigan Municipal League. Lansing, MI, March 23, 2004.
- “Records Management and Retention.” Michigan Municipal League. Okemos, MI, April 29, 2004.
- “Federal and State Grant-makers – What Do They Really Want to See in a Grant Application.” Michigan Municipal League. Bay City, MI, May 14, 2004.
- “Water System Distribution: Short Course.” American Water Works Association/Michigan DEQ. Houghton, MI, September 2006.
- “Level One Assessor Training.” Michigan State Assessors Board. Diamondale, MI, November-December 2006.
- “Property Tax Law.” Michigan State Assessors Board. Lansing, MI, September 11, 2007.

SKILLS & OTHER INTERESTS

- MS Windows & Office proficient; Arcview exp; Dreamweaver exp
- Violin (amateur), cycling, Scandinavian history, & world travel
- Spanish: some spoken and read at high school level
- French: spoken and read at intermediate college level

AFFILIATIONS

- American Planning Association & American Institute of Certified Planners
- American Society of Public Administration
- Michigan Association of Planning
- Michigan Municipal League: Land Use & Economic Development Committee
- Pi Sigma Alpha (Political Science Association)
- Golden Key Scholar
- Kiwanis International 2006-present (Swartz Creek): Active Boardmember

REFERENCES

Dr. Maureen Thum
326 French Hall
303 E. Kearsley Street
Flint, Michigan, 48502
Phone: 810-762-3285

Mr. Paul Bueche
City Manager of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473
Phone: 810-635-4464

Dr. Margaret Dewar
2150 Art and Architecture Bldg.
2000 Bonisteel Blvd.
University of Michigan
Ann Arbor, MI 48109
Phone: 734-764-1298, 763-2528

PROFESSIONAL SERVICES AGREEMENT
Between The
CITY OF SWARTZ CREEK, MICHIGAN
And
ADAM ZETTEL

This agreement is made this 24th day of July 2006, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473, (the "City" or "Employer"), and Adam Zettel, (the "Assistant Manager" or "Employee").

WHEREAS, the City is at a point where unimproved land for residential, commercial and industrial development is limited; and

WHEREAS, the City is at a crossroads wherein careful planning practices must be followed in order to preserve the future economic viability of the City; and

WHEREAS, the City has begun the process of sound land use practices, redevelopment and traffic planning and coordination, by use of the Downtown Development Authority, renovation of the City's Master Plan and future land use plan, evaluation of existing zoning and the adoption of a revised zoning code; and

WHEREAS, the City has been presented with unique opportunities for new developments and re-developments that cause a great deal of planning and coordination to assure the future economic viability of the City; and

WHEREAS, the need for a staff position that would coordinate the economic development of the City by use of the DDA, the aggressive marketing of the City, sound practices for future land use, planning and infrastructure reviews, is vital to the future of the City; and

WHEREAS, Adam Zettel holds a Master of Arts in Urban and Regional Planning, a Bachelor of Arts in Public Administration and a Bachelor of Arts in Political Science and is experienced in the operation of City government as he has been an employee with the City since 1999 and is instrumental in the revitalization of the DDA, the creation of a new Master Plan and Zoning Code.

NOW THEREFORE, the City seeks to create the position and hire a full-time Assistant City Manager / Economic Director / Staff Planner and upon recommendation of the City Manager, names Adam Zettel to the position, and further, the City and the Assistant Manager / Economic Director / Staff Planner hereby agree to the following:

SECTION NO. 1 – CREATION OF POSITION

The City Council, under recommendation of the City Manager, hereby creates a new appointed position within the City, the Assistant City Manager / Economic

Director / Staff Planner, a copy of the job description attached hereto, and on file with the City. The Assistant Manager understands that the job description is an administrative function and can be altered at any time at the discretion of the City Manager.

SECTION NO. 2 – APPOINTMENT

The City Manager recommends, and the City Council hereby appoints Adam Zettel to the position of Assistant City Manager / Economic Director

SECTION NO. 3 - SALARY

Commencing on July 1, 2006, the Assistant Manager shall receive a salary of Forty-Seven Thousand, Five Hundred Dollars (\$47,500) per year. The salary may be reviewed on a yearly basis by the City Manager with a recommendation for merit increases to the Council for consideration. The Council shall decide on all increases.

SECTION NO. 4 – AUTOMOBILE ALLOWANCE

The Assistant Manager shall receive an automobile allowance in the amount of Two Hundred & Fifty Dollars (\$250) per month.

SECTION NO. 5 - RETIREMENT PROGRAM

A). The Assistant Manager shall participate in the M.M.E.R.S. defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 6% of the employee participant's gross wages.

B). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan shall become vested on behalf of the Assistant Manager participant in accordance with the following schedule:

Less than 1 year completed service:	0% vested
After 1 year, but less than 2 years completed service:	20% vested
After 2 years, but less than 3 years completed service:	40% vested
After 3 years, but less than 4 years completed service:	60% vested
After 4 years, but less than 5 years completed service:	80% vested
After 5 years completed service:	100% vested

C). Defined Contribution Plan - Employee Voluntary Contribution.

The Assistant Manager may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Contributions made by the Assistant Manager are not subject to the vesting provisions of Subsection B), above.

Voluntary contributions may be made no more than one time each contract year.

SECTION NO. 6 - COMPENSATORY TIME

The Assistant Manager may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime.

SECTION NO. 7 - VACATIONS

A). The Assistant Manager will be credited with a number of vacation days equal to one (1) vacation day per month for each month left in the calendar year during which they are hired (including the month in which their employment commences) up to a maximum of ten (10) days. On January 1 of the first calendar year following the year in which they commence employment, said employees shall be credited with fifteen (15) vacation days to be used during such year. Additionally, during the first calendar year following the year in which they commence employment, said employees shall earn vacation days to be used in the next subsequent year in accordance with the schedule set forth below.

The Assistant Manager, beginning with this second calendar year of employment, will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1st of the following calendar year.

<u>Completed Years Service</u>	<u>Earned Per Month</u>	<u>Annual Maximum</u>
0-15	1 ¼ days	15 days
16	1 1/4 days plus 1 additional day	16 days
17	1 1/4 days plus 1 additional day	17 days
18	1 1/4 days plus 1 additional day	18 days
19	1 1/4 days plus 1 additional day	19 days
20	1 1/4 days plus 1 additional day	20 days

B). If entitled to a fourth week of vacation, the Assistant Manager shall receive payment in lieu of said fourth week of vacation, if, at the discretion of the City Manager the vacation cannot be granted. The Assistant Manager will be notified within ten (10) working days of the request for the fourth week of vacation whether it will be granted in the form of vacation or in payment in lieu of vacation. The payment in lieu of vacation shall be at the regular rate of pay.

C). Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the city. An employee will receive written explanation for any denial of vacation.

D). When a day which is observed by the Employer as a paid holiday falls within a scheduled vacation, the holiday will not count as a vacation day.

E). A vacation day or days may be waived by an Employee and the Employer by mutual agreement, and the Employee shall be paid at said employee's regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.

F). If an employee becomes ill and is under the care of a duly licensed physician prior to his vacation, such vacation will be re-scheduled. In the event the incapacity continues through the year, he will be awarded payment in lieu of vacation at the regular rate of pay.

G). If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the city in writing of such request at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.

H). If an employee is terminated, laid off, retires, resigns with proper notice (two weeks), or in the event of death of an employee he will receive any unused vacation credit including that accrued in the current calendar year.

I). Employees will be paid their current salary based on their regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.

J). Employees may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

SECTION NO. 8 - HOLIDAY PROVISIONS

A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and Birthday, respectively. The Assistant Manager will be paid his current salary based on a regular day for said holidays.

B). Should one of the above listed holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

SECTION NO. 9 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180

days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.

C). Absent Leave. The Assistant Manager will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight hours leave per calendar month worked; provided, however, that he shall be credited with ninety-six (96) hours of absent leave on January first of each year for use during that calendar year. If the Assistant Manager terminates employment during said calendar year and has used more absent leave hours than he has earned as of the date of termination, he shall reimburse the City for the excess absent leave used, and said amount may be deducted by the City from his final pay check. Absent leave will be prorated on all new hires and terminations, at the rate of eight hours per calendar month of service.

D). Absent leave shall be used in increments of no less than one (1) hour. In the case of extended absence due to illness, the Assistant Manager shall give notice to the City Manager, along with reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City Manager may require medical documentation that the Assistant Manager is capable of performing his job description.

E). If at the end of a calendar year the Assistant Manager has unused absent leave, he shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made on the 2nd payday in January of the next calendar year. Payment shall be based on the Assistant Manager's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

SECTION NO. 10 - LEAVES OF ABSENCE

A). Family and Medical Leave.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

B). Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

C). Military Leave for Veterans

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted, to a maximum of two (2) weeks per year.

SECTION NO. 11 - FUNERAL LEAVE

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Upon request, the City Manager may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired City employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized; provided, however, such travel days are deducted from

the employee's absent or vacation leave. In the event the employee does not have either absent or vacation leave, travel days may be authorized without pay.

F). In the event of a funeral for persons not mentioned above, the employee may be authorized the use of absent or vacation leave for the purpose of attending the funeral.

SECTION NO. 12 - LIFE INSURANCE COVERAGE

A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity.

SECTION NO. 13 - HOSPITALIZATION - MEDICAL COVERAGE

A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's eligible family members and for retirees under the provisions set forth within sub-section "G", the following health care and maintenance benefits:

- 1). Blue Care Network (BCN-5) Package "E" with Dependent Children Rider, Family Child Continuation Rider (Plan & Benefits Summary Attached), \$10 Office Co-Pay, and Blue Care Network (BCN) Rx Prescription Drug Coverage \$10/\$20 Co-Pay with Contraceptives Coverage (Plan Summary Attached).
- 2). Blue Cross Blue Shield Non-Standard Dental Plan, 75% Preventative Care, 50% Basic & Major Services (Excluding Orthodontics), With \$800 Maximum Annual Cap, Certificate Numbers: 48100-8, 48106-5, 02180-7 (Plan Summary Attached).
- 3). Delta Dental, dental plan, 100% Preventative Care, 50% Basic & Major Services (Excluding Orthodontics), With \$1,000 Maximum Annual Cap (Plan Summary Attached).
- 4). Delta Vision 24/24/24 vision care plan (Plan Summary Attached).

B). The employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his/her immediate family so covered by the City plan, up to a maximum of one-thousand (\$1,000) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year beginning on July 1, 2004. For the period from July 1, 2003 through June 30, 2004, the City agrees to reimburse members of the Association an amount not to exceed two hundred and fifty dollars (\$250) retroactive, within the terms as set forth in this section. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service

provided, and the amount paid by the employee. Receipts for reimbursement shall be submitted no later than June 30th of the contract year to which the expense was incurred.

C). In the event an employee is unable to work due to illness or injury covered by the City's Worker's Compensation or Sick and Accident Insurance Program, the City agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

D). Each full time employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by the provider of such coverage. The receipt of such benefits is subject to the following conditions:

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the city a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
- 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the city by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefor, shall pay same within ten (10) days of the date thereof.
- 6). If the city has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the city as of such date shall be paid by the employee forthwith.

E). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health and prescription insurance package currently offered to employees in the bargaining unit. Beginning July 1, 2004, employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month such employee does not participate. In the event an eligible employee wishes to opt back into the health and prescription package, he/she may do so within the terms as may be determined by the insurance provider. Any partial month shall be prorated.

F). Retiring Employees. Subject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70% of the monthly cumulative premium for medical insurance coverage as defined within this section, Section 16, subsection "(A)", 1 or 4, for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree's spouse at the time of said retiree's retirement, subject to the terms of Section 16, G), 1). The retiree will be responsible for the remaining 30% cost of the selected medical coverage (Section 16 (A) 1 or 4). The retiree shall have the option of purchasing additional coverage's listed in Section 16 (A) 2 or 3 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Defined Contribution Retirement Plan and has attained the age of fifty (50) years, or, has 25 years of credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City's provider:

a). That such person is the spouse of the retiree at the time of retirement.

b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.

c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.

d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the

spouse re-marries, then all coverage available from the City shall be terminated.

2). Effective July 1, 2004, Association Members holding the position of Assessor – Zoning Administrator – Code Enforcement Officer and Chief of Police – Director of Public Safety agree to a wage freeze in exchange for the 70% - 30% retiree medical package outlined in Section 16 (G). It is agreed between the parties that retiree medical shall be re-negotiated at such a time that the next closest eligible employee reaches fifteen (15) years credited service with the City of Swartz Creek.

3). In the event the eligible retired employee or deceased retired employees widowed spouse who was married to the retiree at the time of retirement becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate such other employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

4). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

SECTION NO. 14 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY

A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties, should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.

B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.

C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross

salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D). Any request for extension beyond twenty-six (26) weeks may be decided by the City Council.

SECTION NO. 15 - JURY DUTY

Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

SECTION NO. 16 - DISCHARGE

The Assistant Manager acknowledges and understands that the appointment is held at the pleasure of the City Manager and/or the City Council and that the Assistant Manager may be discharged at any time for any, or no reason whatsoever. If the Assistant Manager is discharged for any reason other than: a) his failure to perform the powers, duties, functions and responsibilities placed upon him by the City Manager or by the City Council; or b) his commission of any other act which constitutes cause for discharge, including, but not limited to, willful malfeasance, gross negligence or criminal conduct, he shall receive severance pay in the full amount of his then periodic salary together with medical insurance as provided in Section 13, above. Such severance pay shall be paid to the Assistant Manager in the same periodic installments as the regular City payroll. The City's duty to pay such severance pay and benefits shall continue for a period of ninety (90) days from the date of termination. No other benefits provide for in this agreement shall accrue to or be earned by the Assistant Manager during such ninety (90) day period.

Payment by the City of such severance pay and benefits shall constitute liquidated damages for any claims the Assistant Manager may have against the City related to such discharge and shall constitute a full and complete release of the City from any liability therefore. The Assistant Manager shall execute such a release in a written form approved by the City attorney prior to payment of any portion of such severance pay or benefits. In return for such severance pay, the Assistant Manager shall be available to the City at reasonable times and places for consultation on City business matters on which the Assistant Manager has knowledge that was acquired during the term of this agreement.

Should this agreement not be renewed by the City, or should it be extended as provided in paragraph 17, below, the severance pay provisions contained herein, including the designation of same as liquidated damages, shall continue and remain a separate and continuing obligation of the City existing Independent of this agreement if the Assistant Manager's employment is later terminated.

SECTION NO. 17 – TERMINATION BY MANAGER; RESIGNATION

The Assistant Manager may terminate this agreement at any time by providing the City Manager with no less than thirty (30) days written notice of his voluntary

resignation and termination of this agreement. Upon such termination by the Assistant Manager, he shall not be entitled to any of the severance pay or benefits described in Paragraph 16, above.

SECTION NO. 18 - INDEMNIFICATION

The City will defend and indemnify the Assistant Manager for liability incurred for administration acts, errors and omissions performed within the scope of his duties under this agreement and the City Charter.

SECTION NO. 19 - TERM

This agreement may be amended at any time by mutual written agreement of the parties. This agreement will be renewed automatically from year to year thereafter unless either party requests in writing that it be renegotiated or that it not be renewed. Such request, to be effective, must be received by the non-requesting party at least ninety (90) days prior to the date of automatic renewal.

SECTION NO. 20 - ARBITRATION

Any dispute, controversy or claim between the Assistant Manager and the City regarding the terms and conditions of this agreement or the breach thereof, the Assistant Manager's termination from employment including (to the extent permitted by law), but not limited to, claims of discrimination based on race, color, religion, national origin, age, sex, height, weight or marital status, shall be submitted to the American Arbitration Association for resolution pursuant to its rules applicable to such claims and subject to the following conditions:

- A. Unless otherwise required by a statute of limitations, no lawsuit or action at law may be maintained prior to the completion of the arbitration.
- B. The Assistant Manager and the City shall each be responsible for their own costs and attorneys fees unless otherwise ordered by the arbitrator in a final award.

SECTION NO. 21 - SEVERABILITY

All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

SECTION NO. 22 – BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

SECTION NO. 23 – APPLICABLE LAW

This agreement shall be subject to and all terms and provisions hereof shall be construed in accordance with the laws of the State of Michigan.

SECTION NO. 24 – AMENDMENT OF PRIOR CONTRACT

This agreement amends and replaces the prior agreement between the City and the Assistant Manager and, shall be effective as of the day and date first above written, except for those provisions herein stated to be retroactive to an earlier date, in which case the earlier retroactive date shall apply.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

THE CITY OF SWARTZ CREEK:

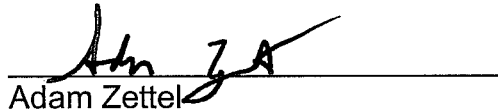


By: Richard Abrams, Mayor



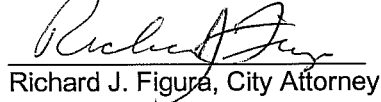
By: Mary Jo Clark, City Clerk

**ASSISTANT CITY MANAGER / STAFF
PLANNER / ECONOMIC DIRECTOR:**



Adam Zettel

APPROVED AS TO FORM:



Richard J. Figura, City Attorney

Date: 12-11-06

PROFESSIONAL SERVICES AGREEMENT
Between The
CITY OF SWARTZ CREEK, MICHIGAN
And
ADAM ZETTEL

This agreement is made this 12th day of November, 2007, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473, (the "City" or "Employer"), and Adam Zettel, (the "Assistant Manager" or "Employee").

WHEREAS, the City created the position of Assistant City Manager / Economic Director / Staff Planner / DDA Director in July 2006, after recognizing the need for such a position; and

WHEREAS, Adam Zettel was appointed to the position based on his qualifications and education, having a Master of Arts in Urban and Regional Planning, a Bachelor of Arts in Public Administration and a Bachelor of Arts in Political Science and he continues to serve in said position today; and

WHEREAS, in addition to the duties set forth in the July 2006 appointment, additional responsibilities have been added to the position including, but not limited to, Zoning Administrator and MI-DEQ required S-2 Water Systems License; and

WHEREAS, the City Manager has reviewed the rates of the City's Supervisors and evaluated work distribution and responsibilities and recommends adoption of this agreement;

NOW, THEREFORE, the City and the Assistant Manager hereby agree as follows:

SECTION NO. 1 – ACKNOWLEDGMENT OF CONTINUED SERVICE

The City, acting by and through its City Council and in reliance on all of the acknowledgments, premises and representations made in his application for this position and in this agreement, hereby acknowledges the continued service of Adam Zettel in the position of Assistant Manager since his original appointment on the 24th day of July, 2006.

SECTION NO. 2 – AGREEMENT TO CONTINUE SERVICE

By execution of this agreement, the Employee agrees to continue his service to the City in the office of Assistant Manager subject to all of the terms and conditions set forth herein.

SECTION NO. 3 - SALARY

Commencing on July 1, 2007, the Assistant Manager shall receive a salary of Fifty Thousand Dollars (\$50,000) per year. The salary may be reviewed on a yearly basis by the City Manager with a recommendation for merit increases to the City Council for consideration. The City Council shall decide on all increases.

SECTION NO. 4 – AUTOMOBILE ALLOWANCE

The Assistant Manager shall receive an automobile allowance in the amount of Two Hundred & Fifty Dollars (\$250) per month.

SECTION NO. 5 - RETIREMENT PROGRAM

A). The Assistant Manager shall participate in the M.M.E.R.S. defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 7% of the employee participant's gross wages.

B). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan shall become vested on behalf of the Assistant Manager participant in accordance with the following schedule:

Less than 1 year completed service:	0% vested
After 1 year, but less than 2 years completed service:	20% vested
After 2 years, but less than 3 years completed service:	40% vested
After 3 years, but less than 4 years completed service:	60% vested
After 4 years, but less than 5 years completed service:	80% vested
After 5 years completed service:	100% vested

C). Defined Contribution Plan - Employee Voluntary Contribution.

The Assistant Manager may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Contributions made by the Assistant Manager are not subject to the vesting provisions of Subsection B), above.

Voluntary contributions may be made no more than one time each contract year.

SECTION NO. 6 - COMPENSATORY TIME

The Assistant Manager may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime.

SECTION NO. 7 - VACATIONS

A). As of January 1, 2007, the Assistant Manager was credited with fifteen (15) vacation days to be used during such year. Additionally, during 2007 the Assistant Manager shall continue to earn vacation days to be used in the next subsequent year in accordance with the schedule set forth below.

Beginning with the calendar year beginning January 1, 2008, the Assistant Manager will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1st of the following calendar year.

Completed Years of Service	Annual Maximum
1-4	15 Days
5-20	20 Days
20+	25 Days

B). All other provisions regarding vacation time shall be the same as is provided for supervisors in the collective bargaining agreement between the City of Swartz Creek and the Swartz Creek City Supervisor's Association, as said collective agreement exists and as it shall be amended during the term of this agreement.

SECTION NO. 8 - OTHER BENEFITS

In addition to the salary, retirement and vacation benefits set forth above, the Employer will also provide the Manager with the following benefits at the same level as, and on the same terms as, provided for supervisors in the collective bargaining agreement between the City of Swartz Creek and the Swartz Creek City Supervisor's Association, as said collective agreement exists and as it shall be amended during the term of this agreement:

- A). Holidays;
- B). Sick/accident coverage and absent leave;
- C). Family and medical leave;
- D). Personal leave;
- E). Military leave;
- F). Funeral leave;
- G). Life insurance coverage;
- H). Hospitalization, medical, dental and optical coverage;
- I). Workers' compensation and supplemental compensation coverage;
- J). Jury duty pay;

SECTION NO. 9 - DISCHARGE

The Assistant Manager acknowledges and understands that his appointment is held at the pleasure of the City Manager and/or the City Council and that the Assistant Manager may be discharged at any time for any, or no reason whatsoever. If the Assistant Manager is discharged for any reason other than: a) his failure to perform the powers, duties, functions and responsibilities placed upon him by the City Manager or by the City Council; or b) his commission of any other act which constitutes cause for discharge, including, but not limited to, willful malfeasance, gross negligence or criminal

conduct, he shall receive severance pay in the full amount of his then periodic salary together with medical insurance as provided in Section 13, above. Such severance pay shall be paid to the Assistant Manager in the same periodic installments as the regular City payroll. The City's duty to pay such severance pay and benefits shall continue for a period of ninety (90) days from the date of termination. No other benefits provide for in this agreement shall accrue to or be earned by the Assistant Manager during such ninety (90) day period.

Payment by the City of such severance pay and benefits shall constitute liquidated damages for any claims the Assistant Manager may have against the City related to such discharge and shall constitute a full and complete release of the City from any liability therefore. The Assistant Manager shall execute such a release in a written form approved by the City attorney prior to payment of any portion of such severance pay or benefits. In return for such severance pay, the Assistant Manager shall be available to the City at reasonable times and places for consultation on City business matters on which the Assistant Manager has knowledge that was acquired during the term of this agreement.

Should this agreement not be renewed by the City, or should it be extended as provided in paragraph 12, below, the severance pay provisions contained herein, including the designation of same as liquidated damages, shall continue and remain a separate and continuing obligation of the City existing independent of this agreement if the Assistant Manager's employment is later terminated.

SECTION NO. 10 – TERMINATION BY ASSISTANT MANAGER; RESIGNATION

The Assistant Manager may terminate this agreement at any time by providing the City Manager with no less than thirty (30) days written notice of his voluntary resignation and termination of this agreement. Upon such termination by the Assistant Manager, he shall not be entitled to any of the severance pay or benefits described in Paragraph 16, above.

SECTION NO. 11 - INDEMNIFICATION

The City will defend and indemnify the Assistant Manager for liability incurred for administration acts, errors and omissions performed within the scope of his duties under this agreement and the City Charter.

SECTION NO. 12 - TERM

This agreement may be amended at any time by mutual written agreement of the parties. This agreement will be renewed automatically from year to year thereafter unless either party requests in writing that it be renegotiated or that it not be renewed. Such request, to be effective, must be received by the non-requesting party at least ninety (90) days prior to the date of automatic renewal.

SECTION NO. 13 – ALTERNATIVE DISPUTE RESOLUTION

A). With the express exception of the need by either party for injunctive relief, the City and the Assistant Manager agree that any dispute between them regarding any of the terms and

conditions of this agreement shall be resolved by mediation and, if mediation is unsuccessful, by arbitration.

B). First, the dispute shall be submitted to mediation before a mediator mutually agreed to by the parties and selected from the list of civil mediators maintained by the ADR Clerk of the Genesee County Circuit Court. Selection of the mediator shall be made within ten (10) days and the mediation shall be completed within thirty (30) days of selection of the mediator.

C). If such mediation fails, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for binding and final arbitration. The arbitrator shall conduct the arbitration in Genesee County and in accordance with the Employment Arbitration Rules of the American Arbitration Association (AAA), but the arbitration need not be administered by the AAA. The arbitrator's decision shall be embodied in an award which shall be final and binding on the City and the Assistant Manager and which shall constitute the exclusive remedy available to the parties. In making the award, the arbitrator may include any remedy contemplated by this agreement or by law. The parties understand and agree that a judgment by the appropriate court may be rendered upon the arbitration award. The arbitrator's fees and expenses, shall be paid equally by the parties. Each party shall bear its own filing fees, attorney fees, and expenses.

D). Statute of Limitation. Neither party shall commence any action or other legal proceeding relating to this agreement or the Assistant Manager's employment with the City, or the termination of that employment, more than six (6) months after the event complained of which is the subject of the action or legal proceeding. Both parties specifically waive any statute of limitation to the contrary.

SECTION NO. 14 - SEVERABILITY

All agreements and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

SECTION NO. 15 – BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

SECTION NO. 16 – APPLICABLE LAW

This agreement shall be subject to and all terms and provisions hereof shall be construed in accordance with the laws of the State of Michigan.


SECTION NO. 17 – AMENDMENT OF PRIOR CONTRACT

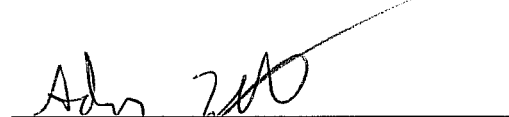
This agreement amends and replaces any prior agreement between the City and the Assistant Manager and, shall be effective as of the day and date first above written, except for those provisions herein stated to be retroactive to an earlier date, in which case the earlier retroactive date shall apply.

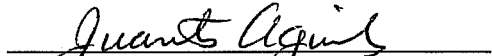
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

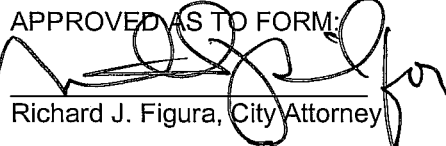
THE CITY OF SWARTZ CREEK:

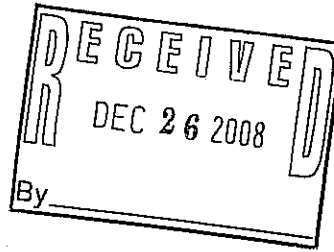
**ASSISTANT CITY MANAGER / STAFF
PLANNER / ECONOMIC DIRECTOR:**


By: Richard Abrams, Mayor


Adam Zettel


By: Juanita Aguilar, City Clerk

APPROVED AS TO FORM:

Richard J. Figura, City Attorney
Date: 12-17-07



December 18, 2008

Mr. Paul Bueche, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

Dear Mr. Bueche,

As you may be aware, Republic Services, Inc. ("Republic"), the parent company of Republic Services of Mid-Michigan, recently agreed to acquire Allied Waste Industries, Inc. ("Allied"). The acquisition closed on December 5, 2008 and Allied is now a wholly owned subsidiary of Republic. This transaction establishes one of the nation's leading waste and environmental service providers. The combined company will have more than 35,000 employees providing unmatched customer service and operating efficiency to greater than 13 million customers in 42 states and Puerto Rico.

The acquisition of Allied was accomplished through a merger transaction in which Republic acquired all of the outstanding shares of Allied capital stock in exchange for shares of Republic common stock.

Republic wants to assure you that, following the Acquisition, we will continue to operate in accordance with Republic's high professional standards and provide services to you in full compliance with the terms of the Agreement and your operational expectations. In particular, please note that we will continue as the party under the Agreement, and our commitment to servicing your needs will continue. We expect this transaction to be seamless for our customers and enhance our ability to service you.

It was been a great pleasure serving the disposal needs of your community and I look forward to furthering our endeavors in preserving the environment. Should you have any questions, please do not hesitate to contact me at 734-231-9203.

Respectfully,

A handwritten signature in black ink, appearing to read "Stephanie Glysson", written over a horizontal line.

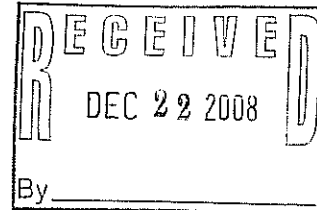
Stephanie Glysson
Director of Governmental Affairs
Republic Services of Michigan



Real Estate

Mike Kinstle
Vice President of Real Estate
Telephone: (616) 791-2558
FAX: (616) 735-8887
Mike.Kinstle@Meijer.com

December 19, 2008



Mr. Adam Zettel, AICP
Asst. City Manager/Zoning Administrator
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Re: Meijer's Swartz Creek Site

Dear Adam:

As I discussed with you on the phone, Meijer has decided to postpone the opening of its new store in Swartz Creek that was planned to open in 2010. While a final decision has not been made regarding a new opening date, the earliest date would be sometime in 2011.

Also, please be assured that this decision does not change Meijer's obligations pertaining to the Morrish Road Improvement Project, contained in the Development Agreement between Meijer and the City, dated October 17, 2008.

If you have any questions, please do not hesitate to contact me.

Sincerely,

MEIJER

Mike Kinstle
Vice President Real Estate

[Faint, illegible text]

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The Watershed Reporter

From the Executive Director

Rebecca Fedewa

Happy New Year! It's been an exciting year for the Flint River Watershed Coalition. And as we begin our 12th year, I wanted to take a moment to say thank you



Rebecca Fedewa

to all of our partners who have helped the FRWC become the organization it is today. We couldn't have done it without you!! While we do not have the space in this newsletter to note each and every one of our very valuable partners, I would like to take a moment to highlight a few who have had an enormous impact on the success of the FRWC.

University of Michigan — Flint. The long time home of the Flint River Watershed Coalition, the UM-Flint not only provides us with shelter but also works hand in hand with the FRWC to implement a number of our education, stewardship, and other programs focused on improving the Flint River Watershed. Together, we have worked on our common mission of education and action on environmental issues. Staff at the UM-Flint / Center for Applied Environmental Research (CAER) have written watershed plans on which we have assisted with implementation; and we have worked cooperatively on some where CAER is the primary implementer. Students have regularly participated in our river clean-ups; and faculty have been involved in several of our programs from time to time. Support from the UM - Flint has been vital to our growth.

Genesee County Drain Commissioner. Working with the Drain Office and the Genesee County Community Water Quality Consortium, the FRWC delivers a wide variety of education and outreach programs, including canoe trips, river walks, Genesee GREEN, and our

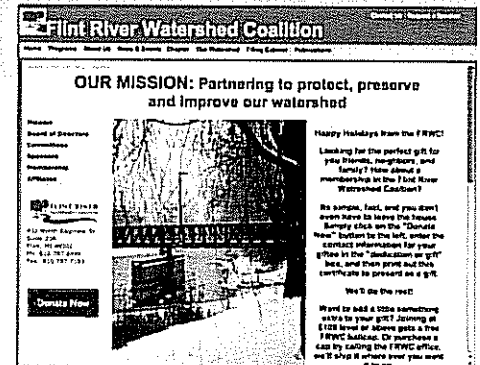
benthic monitoring program. Perhaps even more importantly, Sue Kubic from the Drain Office sits on the FRWC board and does a bang up job organizing our yearly spring clean up. Drain Office staff also donate their time as volunteer in many of the FRWC programs.

General Motors. GM has been a long time financial supporter of our Genesee GREEN program, helping us reach middle and high school students to teach them about stewardship of our watershed. In addition to their generous financial support, GM encourages its employees to volunteer with our organization, with several dedicated individuals serving on our board, helping to run GREEN, and participating in the program as mentors to area students.

Ruth Mott Foundation. Ruth Mott took a chance on us three years ago, and infused significant resources into the FRWC, allowing us to take an important leap forward in our growth as an organization. The level and duration of their support has been invaluable in building the sustainable organization we have today.

C. S. Mott Foundation. Our growth continued when the C. S. Mott Foundation extended their support to the FRWC. With very generous general support funds, we have hired additional staff and broadened the scope of our activities.

Members and Volunteers (like You!!). Of course, we wouldn't be a Coalition if weren't for the amazing base of members and volunteers who give their time and support to our programs and other activities. All that we have accomplished in the last 11 years has been done in partnership with the residents and business owners of the Flint River Watershed (and some generous friends outside the watershed) who recognize how important it is to protect, preserve, and improve this valuable resource. I look forward to continuing all these partnerships over the next 11 years! Thanks so much for all you do.



New Website

The FRWC has a new website. Check us out at www.FlintRiver.org. We've added new features to help you better get to know your watershed. On the "Programs" tab, check out our new interactive monitoring map. Click on a site, and you can view data for that site from the last four years, a link to photos of the site, and driving directions. You can also access the complete set of data for every site and download an application to use with Google Earth. We also have a detailed calendar of events under the "News and Events" tab, as well as access to our newsletters, annual reports, and other documents under the "Publications" tab. Take a look, and let us know what you think!

GoodSearch

POWERED BY YAHOO! SEARCH

What if the FRWC had a penny for every time you searched the Internet?

Here's a new easy way to raise money for the Flint River Watershed Coalition. Just start using GoodSearch.com as your search engine and online shopping mall. Every time you search the Internet or make an online purchase at one of their partner merchants, GoodSearch makes a donation to the FRWC and it's powered by Yahoo! so you get great search results!



432 N. Saginaw St. Ste. 238
 Flint MI 48502
 810-767-6490
 www.Flintriver.org

The Watershed Reporter is published quarterly by the Flint River Watershed Coalition. The Coalition is dedicated to promoting the importance of protecting our natural resources. It works closely with the public and with private agencies and citizens' groups in carrying out its mission.

**FRWC
 Board of Directors**

Board Chairman

Jack Minore

Executive Director

Rebecca Fedewa

Board of Directors

- Darren Bagley
- Linda Berker
- Bob Carlyon
- Brad Hill
- S. Olof Karlstrom
- Susanne Kubic
- Amanda Kurzman
- Bob McCallister
- Sara McDonnell
- Amy McMillan
- Brent Nickola
- Diane Peplinski
- Bill Welch

FRWC Board meetings are held the third Friday of the month at Mott Community College in the Genesee Room of the the Pahl Conference Center.

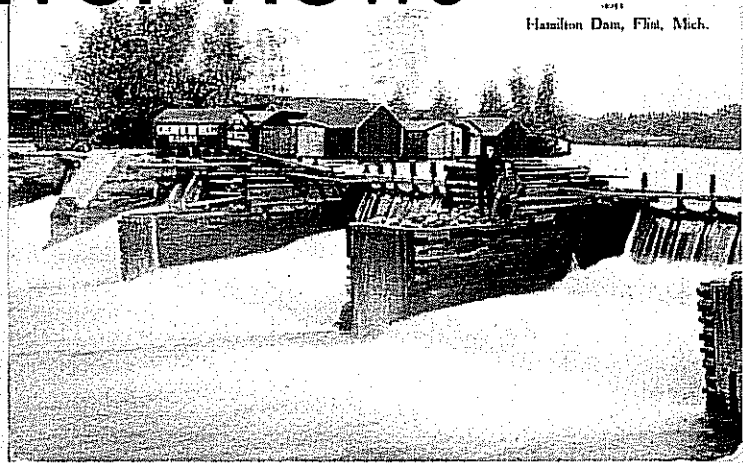
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Please Recycle!



River Views

Hamilton Dam, Flint, Mich.



--- The Hamilton Dam, as it appeared to Theo in 1909. "This is a beautiful little place."

On July 27, 1909, from Flint, Michigan, Theo sent a postcard to Mrs. Dreyer in Detroit. He made this comment regarding the Hamilton Dam: "This is a beautiful little place."

Watch the dam over the next few months as this area undergoes significant improvement and update. Constructed in 1920, it also once served as a pedestrian bridge, but is now in severe disrepair. Because of its dilapidation, The Michigan Department of Environmental Quality ordered that steps be taken by 2008 to correct the problems. These steps are underway, and will result in some vast improvements and changes from what you see here. Please watch as we provide you with future updates on this familiar site.

Board Changes

Since it was first initiated, Dennis Zicha has been instrumental in our Spring and Fall benthic water monitoring program. He has given countless hours to site selection and mapping, volunteer recruitment, maintaining the equipment, entering the data — and supervising the entire operation. Dennis has decided to 'hang it up' this year — and has resigned his Board position and the chairmanship of the Monitoring Committee. The Board accepted his resignation, with gratitude and appreciation for his contributions over several years. He will certainly be missed.

Bentley High Supports FRWC



Bentley High School Teacher Cheryl Hobson's Environmental Science students participated in this fall's Storm Drain Stenciling program, sponsored by the Genesee County Community Water Quality Consortium. They are seen here presenting a banner they created to commemorate their work to FRWC Outreach and Education Coordinator Sue Lossing.



Norway Landing Kiosk

Kiosks installed on South Branch Flint River

Two new kiosks, funded by the FRWC, have been installed on the South Branch Flint River in Lapeer County. The kiosks, built by FRWC member Carl Heas of Columbiaville, will provide information on the Flint River watershed and its recreational opportunities.

The "Norway Landing" kiosk is located at the Norway Lake Road Access Site just east of Columbiaville. A second kiosk was installed upstream at the Oxbow Campground in the Lapeer State Game Area.

Water Levels in the Flint River

Chairman's Update: *Jack Minore*

Any of you who have seen the river upstream from downtown Flint must have noticed that the river is a mere stream compared to its normal depth. You've probably wondered why. In a nutshell — here's the story.

The Hamilton Dam (downtown/on the UM — Flint Campus) has been on the "Critical Dam List" for some



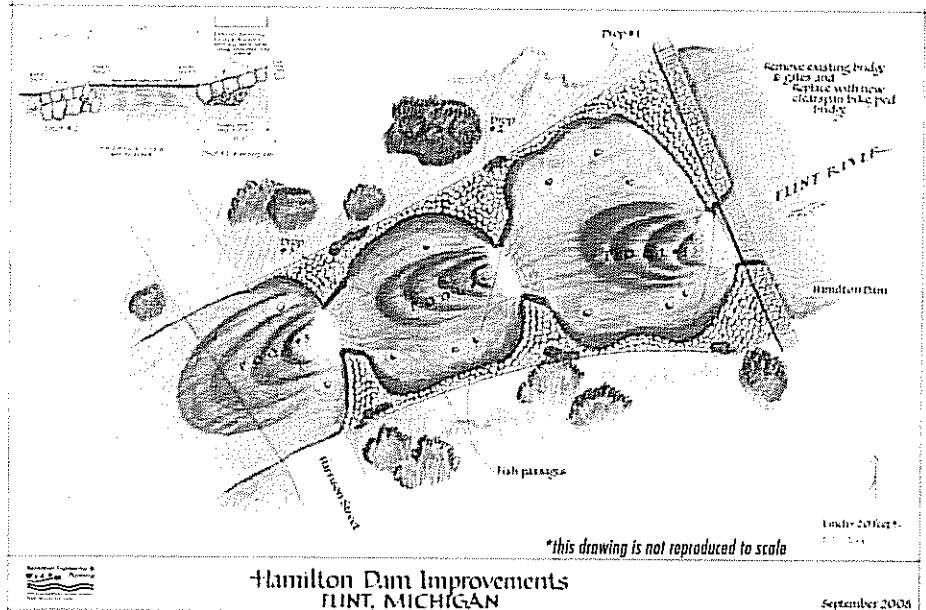
Jack Minore

time, now. That is, the dam is crumbling and in serious need of repair and/or replacement. That list is kept by the state's Department of Natural Resources

(DNR), and is public information. The City of Flint owns that dam and has been working for some time on determining what needs to be done and how best to complete the repairs or replacement.

The Hamilton Dam serves multiple purposes: it was a Flood control dam for property downstream in Flint Township; but that function is largely obsolete because of other water level controls. The dam's primary function is to impound water upstream to the City Water Treatment Facility on Dort Highway at Stewart Ave. While most area water is pumped in from Lake Huron, the Flint Water Treatment Plant (along with the Flint River) serves as the back-up system for the city and for much of the county. Should something happen to the pipeline that comes to Flint from Lake Huron; Flint River water could be treated and distributed within hours. In fact, it is treated a minimum of four times each year just to be certain that our own local treatment plant is working and available for emergency needs. A third important function of the dam is to keep the impoundment of water behind the dam to prevent adverse pollution effects from land along the river from flowing underground and into the river.

Recently, the DNR issued a letter to the city requiring the water levels be lowered substantially to alleviate pressure on the Hamilton Dam and minimize the impacts of the potential failure of the dam. Hence, the very low water levels upstream from the dam.



Rendering of a possible treatment for the Hamilton Dam

Your Watershed organization has been instrumental in efforts to explore various alternatives to "just another concrete dam." Through the generous support of the Ruth Mott Foundation, we have hired a firm to assess the potential of replacing the dam with a series of "little rock barriers" that would give that stretch of the river (roughly from Longway Blvd to Saginaw Street) a more natural appearance, while also providing better fish habitat and boat passage through downtown Flint. That proposal is still under review from the city, which actually owns the dam.

The repair or replacement effort is moving forward at a fairly rapid pace; and by the time you read this, the City may be ready to announce its plans for the Hamilton Dam. Meanwhile, the low water presents a great opportunity to retrieve/remove trash that was formerly unreachable because it was under water.

Also - A Big Thank-You !

I want to express my thanks to all of the people who attended our fund raising event last October — and to all who donated money or silent auction prizes to make it a success. As a result of the fund-raiser; we welcome several new members to the FRWC — and we look forward to your participation in our events. Finally, of course, our staff deserves a special thanks for their efforts in making the fund-raiser a complete success.

Oxbow Campground Agreement Reached

An agreement between Lapeer County Parks and MDNR, Wildlife Division will allow continued use of a rustic campground on the South Branch Flint River. The Oxbow Campground, located in the Lapeer State Game Area between Flint River Road and Norway Lake Road, will provide rustic camping for canoe paddlers between March 1 and November 1 each year. The campground is only accessible by canoe and will service up to 10 tent units. A hand well for drinking water and a pit toilet are available.

The original campground agreement was first established in 1983 as part of the South Branch Flint River canoe route. When navigation of the river became impaired due to numerous logjams, use of the campground diminished. Efforts by the FRWC to restore navigation allowed Lapeer County Parks and the MDNR to reach an agreement under a "Special Use Permit". Advanced registration is required and special rules apply. For campground registration and information, contact Lapeer County Parks at 810-667-0304.

Tara Cuvelier joins FRWC staff

Tara started working with the FRWC this past fall on a temporary basis, and this past November officially joined the FRWC staff as our new Program Assistant. She works with us part time helping out on just about everything we do. Tara brings a broad set of experience and skills to the FRWC, including her photography, writing, computer, web design, and even opera singing talents. Most recently, Tara was working as a temporary secretary with the C. S. Mott Foundation and is currently working on her bachelor's degree from the University of Maryland. Check out her photos at www.taracuvelier.com.



Cycling – Armchair Style

by Jack Minore

My bikes are hung on the rafters in the garage – and it will take an unseasonably warm and sunny day for me to get one down before late March. Meanwhile, however, I'm thinking ahead about another bike tour. I've been on several organized, commercially run tours; and I'll be embarking on plans for next year during these winter months.

The January issue of "Bicycling" Magazine advertising section has more than 25 ads for cycling tours in the United States, Canada and Europe. These organized tours usually include support vans to carry your luggage – planned dinners and breakfasts – and overnights in great inns or hotels. They include guides who can assist with Flat tires or other ride issues – and usually include options for tourist attractions, artistic or sporting events along the way. Daily rides are generally in the 35-60 mile range – with add-on options for special sites.

Usually, if you have a particular area of the country you want to see; you can simply Google the state, country or city area first – and then search for bicycling. You can also tackle the search from the opposite direction: search for biking and see what locations pop up that intrigue you.

Bicycling vacations provide a great way to see an area "up-close" and keep fit – as well as touring with a friendly group. And for the winter, just the planning works to alleviate the winter blahs. And, of course, there are kayaking, hiking and other active vacations galore.

You can 'warm up' for that biking vacation with the Friends of the Flint River Trail riders beginning the first Sunday in May – and every Sunday throughout the summer: watch for the ride announcements in the spring – and join us for the trail clean-up on Saturday, April 25th.

10 Questions With.....

Tara Cuvelier, FRWC Program Assistant

1. Why are you a member of/work for /volunteer for the FRWC?

First and foremost, I have always felt a strong connection for the environment. I love the outdoors, especially Michigan's outdoors, and strongly feel that nature in general needs to be protected.

2. What FRWC programs do you participate in?

As many as I can. I certainly would like to be more involved, and intend to become far more active as time goes. I really enjoyed my experience with the benthic monitoring.

3. When did you first get involved in the FRWC?

I only recently became aware of the FRWC while working as a temporary in the Environment Department at the Charles Stewart Mott Foundation. I was introduced to Rebecca Fedewa through them, and began working here at the FRWC.

4. What's your favorite part of the watershed?

I think it would have to be the community in general. I'm a relative newbie, but thus far, everyone I've met has been great. There is a strong sense of camaraderie that is very heart-warming.

5. What is the most interesting thing you have seen in the watershed (wildlife, garbage, someone doing something unexpected, etc.)

Honestly, there are three -- water scorpions, an enormous water beetle, and the amount of trash that was pulled out the the river during the clean-up.

6. What's your favorite river (any river) memory?

It would have to be canoeing down the Au Sable River when I was younger. I've always enjoyed canoeing, but haven't had much opportunity to do so in the past few years. I need to change that.

7. What worries you most about the watershed?

The health of the ecosystem and the often indifferent attitude of those who live in the watershed. It is still difficult for me to wrap my head around the thought processes of someone who thinks it's acceptable to toss something like a tire in the river, let alone things as large as refrigerators.

8. What gives you the most hope?

I think it would be that people are starting to become more aware of the damage humans as a whole are doing to the environment. It's always been a concern of mine, and it's nice to see that awareness growing among others.

9. If you could change one thing to help improve the watershed, what would it be?

It would be to make people aware of proper recycling facility locations for used oil and other unwanted chemicals instead of using the river as a dumping site, and make it easier for them to use those facilities.

10. Who is your river/watershed/environmental/conservation hero?

Being a forest lover, first and foremost would have to be Theodore Roosevelt, who was an avid environmentalist. He contributed greatly to conserving natural resources and wildlife, protecting millions of acres of forest, and opening several federal parks.

“Evening With Dale Kildee” Fall Event a Great Success



Congressman Dale Kildee enjoys his evening with guests at the Fall Evening Event

The Flint River Watershed Coalition sponsored a very special Fall Event on October 23, 2008 at the Longway Planetarium in Flint. Billed as ‘An Evening with Congressman Dale Kildee’, the night was a successful blend of good food, interesting presentations, and an entertaining sky show.

There were almost 70 in attendance. All who participated heard about Mr. Kildee’s thoughts and perspectives on the issues and opportunities related to the protection of our waterways. His comments were followed by a timely presentation by Mr. James Clift of the Michigan Environmental Council. Clift covered the implementation issues associated with the passage of the Great Lakes Compact. He focused on preventing negative impacts on the waterways, encouraging conservation, and the challenges we face. He closed his presentation by making the group aware of the important steps that the public can take to participate in ensuring the success of the Great Lakes Compact. If you would like to view Mr. Clift’s presentation, it is available on the FRWC website at www.Flintriver.org.

The Flint River Watershed Coalition would like to extend its thanks to the many supporters who helped make the event a success. We could not have put together the evening without their generous contribution of time, talent, and financial support. The members of the planning committee are: Nancy Byder, Duane Eling, Jack Minore, Wade Pyles, and Dayne Wolling. Food was provided by the French Laundry. The wonderful setting and the slideshow “Journey to the Edge of Space and Time” were provided by the Longway Planetarium.

Lastly, we want to thank those individuals and businesses who generously donated items for the silent auction. A combination of artwork, personal services, and household items helped the FRWC raise over \$350.00 for our educational and recreational programs. Please recognize our silent auction donors when you see them on the river! They are: *Donald James and Linda Berker; Nancy Byder; Bob Carlyon; Creative Cleaning; d’Vine Wines; Duane Eling; Essential Balance; Jack Minore; David and Rebecca Pettengill; Yoga Loft of Flint.*

Defending Our Natural Treasures (D.O.N.T.)

Defending our Natural Treasures closed out 2008 with high hopes as we await the completion of the Brandon Township Master Plan Update. With two Planning Fairs and a county-facilitated Green Infrastructure Charette, we are encouraged about the direction the plan is heading. In addition, Brandon now has a new Twp. Supervisor, Kathy Thurman, who seems interested in environmental issues, supportive of the Ecological showcase idea for Township property, and is taking the County’s/MSUE Citizen Planner course. Finally, D.O.N.T is looking forward to working with Science teacher Dave Green’s newly formed 4-H Youth Conservation Council, helping them generate ideas for projects in the watershed and serving as a resource for the group.

Lapeer Happenings

by Dave Wolfenden

On Saturday, September 20, a small group of Lapeer Rotarians went on a scouting trip through the section of the river we keep clear from Millville Rd. in Lapeer to Flint River Rd. at the edge of the State Game Area. Earlier in the week, we experienced heavy rain and we wanted to see if the high water had brought any trees down, blocking the river. By the end of the week the high water had started to recede, but was still about three feet above normal with a very swift current. It looked like we were in for a fun trip in my tandem kayak. Very shortly after leaving Millville Landing we ran into several large trees fallen across the river. Due to the high water, we were able to go around or over most of the obstructions. With several limbs hanging close to the water that we had to make our way through, we were covered with leaves, twigs and spiders. As we rounded a bend about half way between Millville Rd. and Stanley Rd., I saw a bald eagle fly from the top of a very large tree. This was the first eagle I have seen in this area. Unfortunately, Kathleen didn’t see the bird due to working very hard at getting spiders out of her hair.

We continued on, seeing ducks, deer, and a great blue heron along with all the other wildlife we always see along the river. Soon we came to a footbridge that is usually several feet above the water. But today the water was so high we were able to paddle around it over the Flooded bank. Just past the bridge is a huge tree, which is normally far enough above the water to allow easy navigation. We got caught in the current and swept sideways against the tree. The opening between the tree and the water was just enough to allow the kayak to pass through, but not the passengers. The boat tipped over dumping us into the less than warm water. Kathleen hung onto the tree in the middle of the river and I swam the kayak to shore a short distance downstream. We dumped the water out of the boat and continued on to Flint River Rd. without any additional excitement.

Kayaking in fast moving water is a lot of fun, but it requires caution. We were wearing life jackets and are both good swimmers.

The following Saturday The Rotary River Rats along with Carl and new volunteer Jay went through the same section and cleared most of the trees. We left the large tree that dumped us -- it can stay to challenge other boaters next year. The final stream obstruction removal and habitat restoration project was on Farmers Creek in mid-October to clear the path for a group of students who would be going down the river a few days later. We had a busy time this year keeping up with fallen trees, but the river remains open through most sections. As always, we can use more volunteers.

FRWC Membership

Through a lot of hard work, and some luck, we have had one of our most successful membership periods ever! We are really pleased with the increase in our membership, and the number of current members who renewed their affiliation with the FRWC since the last newsletter. We are reaching out to more and more individuals and organizations who value the Flint River as an important resource in our area. When we can grow with our members as a coalition, we improve our long term ability to protect and preserve the watershed. With the help of the contributors listed to the right, we are becoming a more sustaining and visible force for protection and preservation.

We hope that you will encourage your friends and colleagues to learn more about the Flint River Watershed Coalition. Pass this newsletter on to them, direct them to our greatly improved website at www.Flintriver.org, or let them know that they can view some beautiful river photography and see our activities on our new site on Flicker.com.

The impressive list of names to the right is all the generous new and renewing members of the FRWC. We really appreciate their support, and look forward to continuing our affiliation with them and all of the members of the FRWC. We especially want to thank those who backed the efforts of our Board and staff by becoming members during our 'FirstGiving' project this fall.

New and Renewing Members:

Stephen Arellano	Gordon Hall	Christina Nickola
Samantha Aumaugher	Jen Minore and John Hayes	John and Lucy Northrop
David Beaulieu	Brad Hill	Jeanne Pepper
Folke Boman	Patricia Hill	Mary Powell
John Brissaud	Patrick Hill	Donna Proffer
Ruth Brown	Tom Hill	Terry Reechko
Jeanne Burns-Frank	Rick Holaly	Tanya Roycraft
Nancy Byder	Doug Howard	Jill Ryan
Brandon Cameron	Helen Hoyt	Ramona Sain
Sara and Geof Jacobs Carter	Sally Shaheen Joseph	Matt Schlinker
Cameron Charron	S. Olaf Karlstrom	Janet Schultz
John Cherry	Lee Katz	Bob and Betty Shaw
Jason Christie	Donald Kaye	Steve Smith
Steve Clinton	Lonnie Kester	Virginia Smith
Amy Coster	Congressman Dale Kildee	Sandra Smithey
Joe and Alice Coyner	Virginia Knag	Edith and J. Merrill Spencer
Robert and Rita Darnton	Charles Koory	Shelly Spivack
Kiersten Dekarne	Dusty Ledman	Ronny Sydney
Chris Delmoarone	David Lossing	Aida Tallman
Dinae Dinsmore	John Matonich	Laura Tonks
Duane Elling	Olivia Maynard	Fred and Alycema Townsend
Pamela Farris	Mark McDonnell	Bruce Trevithic
Richard and Linda Fedewa	Matt McKimmy	Lynn Van Norman
Flushing Area Historical Society	Riley McLincha	Douglas Weiland
Ester Fuchs	Ashley McLogan	Mitchell Weiss
Carol Ganz	Arletta Minore	Doug Wenger
Michael Glasson	Eric Minore	Jack Wheatley
Lee Gonzales	Frederick Muhl	Reginald Lancaster and Karen Wilkinson
Carl Hagstrom	Eldon and Kathleen Murphy	Marta Wyngaard-Tavakoli



Flint River Watershed Coalition Membership Application

I am pleased to become a member of the Flint River Watershed Coalition:

Name _____
 Address _____
 Organization _____
 City, State, Zip _____
 Telephone (h) _____ (w) _____
 Email _____

Enclosed are membership dues for:

<input type="checkbox"/> Student	\$10	<input type="checkbox"/> River Patron	\$250
<input type="checkbox"/> Individual	\$25	<input type="checkbox"/> Watershed Protector	\$500
<input type="checkbox"/> Family/Group	\$40	<input type="checkbox"/> Watershed Guarantor	\$1000
<input type="checkbox"/> River Sponsor	\$100		

I have enclosed an additional gift of \$ _____.

Some companies will match an employee contribution to an eligible charity or non-profit organization. Please check with your employer to obtain a matching gift form, if applicable.

Your support is sincerely appreciated. The Flint River Watershed Coalition is a not-for-profit organization with 501 (c) (3) tax-exempt status. Your contribution is tax deductible. Please make checks payable to:

Flint River Watershed Coalition or FRWC
 432 N. Saginaw Street, Suite 238
 Flint, MI 48502

South Branch Flint River Canoe Route

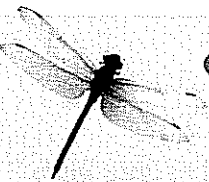


This summer, FRWC volunteers teamed up with MDNR, Fisheries and the Lapeer Rotary Club for a total of 254 hours on 16 days to maintain a navigable canoe path on the South Branch Flint River. The Stream Obstruction Removal and Habitat Restoration Project began in 2003 and continues each year to assure canoe paddlers safe passage from Lapeer to Holloway Reservoir. Numerous trees were cleared or re-positioned in the stream channel where they will continue to serve for aquatic habitat. Late Flooding in September assures more work will be required in 2009. If you are interested in volunteering and would like your name added to an email distribution list please contact Joe Leonardi at leonardi@michigan.gov or phone 810-245-1250.

photo, left: FRWC member, Carl Haas, and MDNR Fisheries Technician, Ryan Histed, winch a tree into position and clear a pathway for canoes.

CALENDAR OF EVENTS

MONTH	DATE/DAY	TIME	EVENT
JAN	20 TUESDAY	7:00pm	Lapeer Chapter Meeting
	28 WEDNESDAY	6pm-9pm	FRWC Annual Meeting & Dinner
FEB	17 TUESDAY	7:00pm	Lapeer Chapter Meeting
	20 FRIDAY	8:30am	FRWC Board Meeting
MAR	17 TUESDAY	7:00pm	Lapeer Chapter Meeting
	20 FRIDAY	8:30am	FRWC Board Meeting
APR	15 WEDNESDAY	10:00am	(Tentative) FLINT RIVER TRAIL South Walk.
	17 FRIDAY	8:30am	FRWC Board Meeting
	18 SATURDAY	9am-3pm	Annual Earth Day & Garden Celebration
	21 TUESDAY	7:00pm	Lapeer Chapter Meeting
	22 WEDNESDAY	10:00am	(Tentative) FLINT RIVER TRAIL North Walk.
	25 SATURDAY	TBA	Flint River Trail Annual Clean Up / FFRT
	25 SATURDAY	TBA	Wild Lapeer, annual fest downtown Lapeer
TBA SATURDAY	TBA	Benthic Monitoring	
MAY	9 SATURDAY	9:00am	FRWC & Community River Clean Up
	15 FRIDAY	8:30am	FRWC Board Meeting (at Genesee GREEN Summit).
	15 FRIDAY	9:00am	Genesee GREEN Summit
	16 SATURDAY	10am-2pm	(Tentative) Household Hazardous Waste Collection Day
	27 WEDNESDAY	10:00am	(Tentative) Flushing River Trail Walk.
TBA TBA	TBA	Benthic Monitoring	



Save the Date!

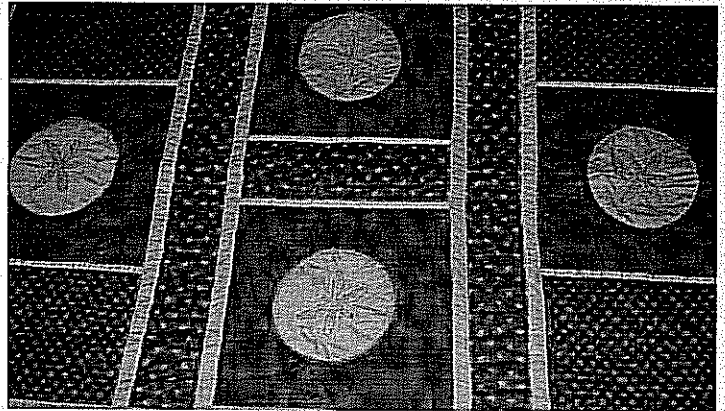
FRWC Annual Dinner Meeting and Silent Auction

Wednesday, January 28, 2009, 6-9 PM

Davison Country Club
9512 Lippincott Blvd.,
Corner of M-15 and Lippincott, just south of I-69

Friends and Guests are welcome to attend.
The cost is \$30 per person.

Reservations are required by January 26, 2008.
Call (810) 767-6490 or
e-mail: ewesthoff@flintriver.org



*DragonFly Quilt — created and donated by Katherine Saunders.
Silent auction item. Estimated value is \$500.*

Come join us for This Fun Night Out and Help Support Your Healthy Watershed!

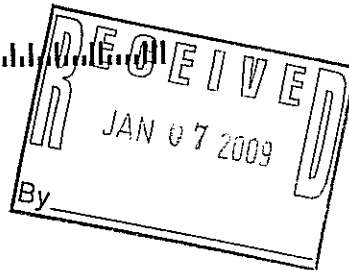


432 N. Saginaw Street
Suite 238
Flint, MI 48502



*****ECRLOT**C-002

Mr. Paul D. Bueche
GV
City of Swartz Creek
8083 Civic Dr
Swartz Creek MI 48473-1498

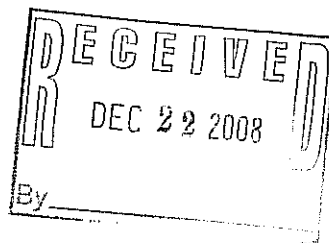


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December 18, 2008



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

Dear Mr. Bueche:

In keeping with our ongoing efforts to provide regular updates regarding our service, I would like to inform you about several new service offerings designed to fulfill customer demand for more High Definition (HD) programming and advanced digital services.

On January 6, 2009, Comcast will offer the *HD Triple Play* in your community. The *HD Triple Play* is a new service bundle that includes a High-Definition set-top box and High-Definition video service, Comcast Digital Voice and Comcast High-Speed Internet Service. In order for customers to best match a bundle with their specific needs, we will offer three tiers of the *HD Triple Play*: *HD Starter*, *HD Plus*, and *HD Premier*. Customers will no longer pay extra for HD-capable equipment. As we have reported to you previously, Comcast is proud to offer more HD choices than any other provider – more than 1,000 HD choices at any given time and growing.

The *HD Starter Bundle* includes the following services: Digital Starter video service (80+ digital channels), On Demand, one High-Definition set-top box and service, Comcast High-Speed Internet Service with Powerboost™ and Comcast Digital Voice® with the Unlimited calling plan that includes unlimited local and long-distance calls to the US, Canada, Puerto Rico and certain other U.S. territories. The standard price for this bundle is \$134.99 per month.

The *HD Plus Bundle* includes the following services: Digital Preferred video service with HBO® (150+ digital channels), On Demand, one High-Definition set-top box and service, Comcast High-Speed Internet Performance Plus Service and Comcast Digital Voice® with the Unlimited calling plan that includes unlimited local and long-distance calls to the US, Canada, Puerto Rico and certain other U.S. territories. The standard price for this bundle is \$169.99 per month.

The *HD Premier Bundle* includes the following services: Digital Premier video service (200+ digital channels) with HBO®, Starz®, Cinemax®, Showtime® and the Sports Entertainment Package, On Demand, one High-Definition Digital Video Recorder (DVR) set-top box and service, Comcast High-Speed Internet Blast!®, Service and Comcast Digital Voice® with the Unlimited calling plan that includes unlimited local and long-distance calls to the US, Canada, Puerto Rico and certain other U.S. territories. The standard price for this bundle is \$209.99 per month.

Customers who subscribe to our Preferred Plus Bundle and our Premier Bundle will continue to receive them for the remainder of the bundle term; however, we will not offer these bundles for new subscription after January 19, 2009.

Should residents contact you with questions regarding these changes, please do not hesitate to direct them to our toll free customer service number: 1-800-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week to answer any questions they may have regarding Comcast products, services and prices. If you have any questions about this or any other issue, please feel free to contact me directly at [redacted].

Sincerely,

Gerald W. Smith
Government Affairs Manager
Comcast, Michigan Region

December 16, 2008

Mr. Arnold Weinfeld
Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105

Subject: Stimulus Infrastructure Projects:

Pursuant to the request to exhaustively list Michigan local infrastructure projects, please see a summary list below outlining the Swartz Creek City's infrastructure priority list:

I. PAVING PROJECTS

Major Streets-

1. *Miller Road (50 JOBS)*
Reconstruct Miller Road from Dye to Bristol (3,600'): **\$2,000,000**
Repair/Resurface Miller Road from Tallmedge to Elms (2,500'): **\$1,300,000**
2. *Morrish Road (50 JOBS)*
Repair/Resurface Morrish Road from I-69 to R.R. (4,500'): **\$150,000**
3. *Bristol Road (25 JOBS)*
Repair/Resurface Bristol Road from GM to Miller (800'): **\$200,000**

Local Streets-

1. *Jennie Lane (50 JOBS)*
Reconstruct Jennie Lane (1,200'): **\$300,000**
2. *Abbey Lane (50 JOBS)*
Repair/Resurface Abbey Lane (1,000'): **\$180,000**
3. *Chesterfield Drive (50 JOBS)*
Reconstruct Chesterfield (4,200'): **\$800,000**
4. *Worcester Drive (50 JOBS)*
Reconstruct Worcester (3,000'): **\$650,000**
5. *Daval Drive (50 JOBS)*
Reconstruct Daval (2,200'): **\$500,000**

Trails-

1. *Genesee Valley Trail (25 JOBS)*
10 foot wide multi-use bituminous trail connecting Elms Road Park
To the intersection of Bristol and Miller Roads (7,500'): **\$520,000**

II. UTILITY PROJECTS

Watermain -

1. *Miller Road (10 JOBS)*

Replace 12" watermain along Miller Road from Third Street to Dye Roads (14,000'): **\$1,750,000**

2. *Morrish Road (10 JOBS)*

Replace 10" watermain along Morrish Road from I-69 to Miller (2,800'): **\$350,000**

Sanitary Sewer -

1. *Collection System Rehabilitation (10 JOBS)*

Rehab city's gravity sewer system by pipe re-lining \$100,000/yr for 7 years: **\$700,000**

2. *Footing Drain Disconnect Program (15 JOBS)*

Complete footing drain connections to the city's storm sewer System for approximately 800 homes: **\$4,000,000**

III. BRIDGES

1. *Morrish Road Over Swartz Creek (25 JOBS)*

Remove and Replace Bridge Superstructure: **\$650,000**

If you should have any questions, or need any additional information, please do not hesitate to contact me.

Very truly yours,
CITY OF SWARTZ CREEK

Paul Bueche
City Manager

December 5, 2008

Ms. Sheila Taylor
Genesee County Metropolitan Planning Commission
1101 Beach Street
Flint, MI. 48502-1470

Subject: Transportation Infrastructure Projects:

Pursuant to your request on December 2, 2008, please see a summary list below outlining the city's infrastructure priority list:

I. PAVING PROJECTS

Major Streets-

1. *Miller Road (50 JOBS)*
Reconstruct Miller Road from Dye to Bristol (3,600'): **\$2,000,000**
Repair/Resurface Miller Road from Tallmedge to Elms (2,500'): **\$1,300,000**
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Repair/Resurface Morrish Road from I-69 to R.R. (4,500'): **\$150,000**
3. *Bristol Road (25 JOBS)*
Repair/Resurface Bristol Road from GM to Miller (800'): **\$200,000**

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4. *Worcester Drive (50 JOBS)*
Reconstruct Worcester (3,000'): **\$650,000**
5. *Daval Drive (50 JOBS)*
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Trails-

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10 foot wide multi-use bituminous trail connecting Elms Road Park
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Rehab city's gravity sewer system by pipe re-lining \$100,000/yr for 7 years: **\$700,000**

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Very truly yours,
CITY OF SWARTZ CREEK

Paul Bueche
City Manager

Sports & Money



Stimulation

The Obama Boomtowns

Joshua Zumbrun, 12.15.08, 5:42 PM ET

As part of his plan to revive a flailing economy, President-elect Barack Obama recently pledged to "Create millions of jobs by making the single largest new investment in our national infrastructure since the creation of the federal highway system in the 1950s."

His plan would include potentially hundreds of billions of dollars for infrastructure projects. And while economists debate whether this is the most effective form of fiscal stimulus, the mayors of the nation's cities line up at the trough. Schools, roads, rails, pipes and airports? Can we have some more, sir?

Slide Show: The 10 Biggest Stimulus Cities

Even by Washington standards this would be a once-in-a-lifetime spending spree on projects that would be called pork in less-prodigal times. Cities across the country are ready to pig out.

On Dec. 8, just two days after Obama's pledge for massive infrastructure spending, the U.S. Conference of Mayors released an 803-page report--a wishlist of some 11,391 infrastructure projects they would love to press ahead with.

Talk about a dream scenario. Build all those projects, do it with federal money, say you're rescuing the economy with the spending and, since it's not your local taxpayers' money, don't even stress too much about whether or not the project's cost effective.

Give the money to banks or individuals and they might just horde it. Give it to states or the federal government and it will get stuck in the bureaucracy. But give it to the cities and they'll spend, says Miami Mayor Manny Diaz, the president of the Conference of Mayors. (Not that the governors are sitting idly by--they have \$136 billion in plans they'd like to initiate.)

Perhaps it's no surprise then that Diaz's city outlined the boldest request, with 456 projects in Miami that could be completed for a cool \$3.4 billion. They estimate the projects would create 55,355 jobs.

Major projects in Miami waiting for cash range from \$281 million in various airport projects to \$200 million for parking garages throughout the city to dozens of little projects from school renovations to upgrading fleets. Perhaps the most exciting project? \$280 million to put a new public transit system on Miami roads: streetcars.

Sacramento, second on the list, wants to plow \$560 million into an assortment of road and interstate projects to take pressure off congested roads. The city would also like \$200 million to protect the city from floods by improving levees in the Natomas Basin. Other big safety items include \$250 million requested to purchase equipment for the fire and police departments.

Philadelphia has the third largest wish list. The city wants \$150 million to renovate new schools and \$110 million for a new juvenile detention facility. Other items on Philly's \$2.6 billion shopping list include Community Development Block Grants for bookmobiles (\$500,000), a community theater (\$12 million), the Philadelphia Zoo (\$20 million), the Philadelphia Museum of Art (\$80 million) and a revitalization of the Market Street Corridor and Convention Center District (\$100 million).

All told, the conference collected lists from 427 cities with \$73 billion in proposed projects. The mayors say that with funding they could start the projects and hence start pumping money into the economy in 2009, and finish them by 2010.

The mayors have big eyes. Those cities that responded would like \$17 billion for streets, \$15 billion for water and sewage, \$13 billion in community development grants, \$7 billion for transit systems, \$6 billion for energy projects, \$4 billion for schools, \$4 billion for public safety, \$4 billion for airports, \$2 billion for public housing and \$1 billion for Amtrak infrastructure.

Lawrence Summers, the former Treasury Secretary who will head Obama's National Economic Council, has said a fiscal stimulus will have to be "speedy, substantial and sustained." Congressional leaders have indicated that spending could even be as large as the \$700 billion bailout, but details of how and where the money will be distributed are unknown.

[Slide Show: The 10 Biggest Stimulus Cities](#)

Paul Bueche

From: Michigan Municipal League [aweinfeld@mml.org]
Sent: Thursday, December 18, 2008 4:46 PM
To: Paul Bueche
Subject: Federal Economic Stimulus Projects



To assist with the League's advocacy efforts with the Michigan Congressional delegation and the federal administration on a economic stimulus package, I have been asking communities to send information on infrastructure and energy related projects. As you know, it is expected that economic stimulus funding will be forthcoming early next year. While no one really knows for how much, one thing is clear -- it will include investments in communities, infrastructure and the new energy economy. It is therefore critical to get across to federal leaders that communities in Michigan have projects ready to go once the stimulus is put in place.

Over the last few weeks I have received project information totaling more than \$1.5 billion from communities around the state. I am using as many means of communication as possible to ensure that all who want to have their projects listed can do so. The purpose of this e-mail is to say thank you to those who have sent me information and to ask that others do so as soon as possible.

It is clear that the emphasis for communities will be on infrastructure projects that are ready to go. And "ready to go" means projects that are ready to bid or will be in 2009. As for what kind of projects, all reports indicate that "infrastructure" will be broadly defined to mean roads, streets, bridges, airports, water, sewer and transit. Within that context however, it is likely that initially, projects that seek to repair existing infrastructure will be given priority over new projects.

Energy projects will also quite likely be a major component of a stimulus effort. This could include anything from local programs to retrofit residential, commercial and/or government buildings for energy efficiency; construction of new energy-efficient government buildings; green infrastructure construction; renewable energy projects and green technology projects such as LED street light replacement and other clean energy projects that put people to work.

And putting people to work will be the key to all investments over the course of at least the next year.

If you have not already done so, it would be greatly appreciated if you could forward information on such initiatives. Please include the project name, along with a brief description as well as the project cost and if possible, the number of jobs created. Again, projects should be either ready to bid or those that will be in 2009. Please send this information to me, Arnold Weinfeld, at aweinfeld@mml.org as soon as possible.

Arnold Weinfeld
Director, Public Policy and Federal Affairs

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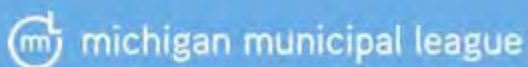
Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



Paul Bueche

From: Michigan Municipal League [amessinger@mml.org]
Sent: Monday, December 22, 2008 12:31 PM
To: Paul Bueche
Subject: MML Lame Duck Wrap Up - 12/22/2008

Issue Advisory



Lame Duck Wrap Up

The 94th Michigan Legislature wrapped up the 2007-8 legislative session with an active last few days. With more than 40 House members not returning, lawmakers had a lot they wanted to accomplish by year's end. The House and Senate convened at 10 a.m. Thursday and worked almost continually until 11:30 a.m. Friday, with League lobbyists outside the chambers almost the entire time. Here are the highlights of that 25-hour period:

Personal Property Tax Abatement in Greenfields Sent to Governor

The House considered [SB 1281](#) (Brown, R-Sturgis) around 4:30 a.m. Friday. This bill, as passed by Senate and House committees, would have expanded the PA 328 core community tool to allow any community in a boarder county to offer personal property tax abatements. League members were greatly concerned greenbelt township areas would be able to offer these abatements, therefore having an advantage in attracting jobs over communities with higher millages due to infrastructure and labor/legacy costs. This would create sprawl and disinvestment in developed areas. Mayors of the cities of Detroit, Warren and Grand Rapids as well as the Urban Core Mayors provided letters opposing the bill unless it was amended. Rep. Paul Condino (D-Southfield) offered an amendment to limit the bill only to communities in boarder counties with infrastructure to utilize the expanded version of this abatement. This amendment was pushed by the League to minimize the impact on developed communities and passed 56-37 ([click here for vote](#)). The bill then passed 68-26 ([click here for vote](#)) and was concurred in by the Senate and sent to the governor.

Street Rail Coming to Detroit

About 1:30 a.m. Friday, the Legislature finalized work on the Woodward street rail package (HBs 6542-44, SBs 1588-90 and 1592). This lays the groundwork for a group of private interests to provide funding for a 3.5 mile street rail that would travel down Detroit's Woodward Avenue and could become the anchor for an improved regional transit system (similar to systems found in Denver, CO and Dallas, TX).

Transit Legislation Runs Off the Tracks

Legislation to create Transit tax increment finance (TIF) zones died in the Senate. The House in November passed [HB 6114](#) (Donigan, D-Royal Oak), which would allow municipalities to create transit TIF zones for hubs and lines of any bus, train or other mode of transportation. This concept is similar to downtown development authorities, brownfields and other TIF districts local governments use to create jobs and economic development. The House-passed bill allowed other taxing jurisdictions to opt-out of tax capture. The Senate Commerce Committee removed the opt-outs. Due to the efforts of the Michigan Association of Counties, the Community Colleges and Michigan Library Association to oppose the bill without opt-outs, Senate leadership would not consider the

bill and it died for the session. Having this legislation re-introduced next session is a League priority.

Transportation Funding Package Scrapped

Despite the House moving a number of shell bills to the Senate so a potential funding package could be completed, talks broke down among the respective chambers and the governor early Thursday, dooming the prospects of increases for transportation and transit projects during the 94th Legislature. There are signs the governor is willing to put together a \$2 billion-funding package for the 95th Legislature to consider next year.

PEG Bills to be Re-Introduced Next Session

Despite diligent efforts by League staff, [HB 5047](#) (Johnson, D-Detroit) and [SB 636](#) (Thomas, D-Detroit) did not move last week. The bills would have required a video service provider to pay local units at least 2 percent of gross cable revenues for public, education and government (PEG) channels. However, we have already secured a sponsor for the legislation for next session.

Bills Expanding Historic Preservation Credits Pass

[SB 973](#) (Brown, R-Sturgis) and [HB 6496](#) (Tobocman, D-Detroit) passed the Legislature and are on their way to the governor. They expand the ability to use the Historic Preservation Credit with the Michigan Business Tax and Income Tax, allow assignability for the credit, and allow the stacking of state and federal credits. The League has been supportive of increasing the usage and tax benefits of Historic Preservation Credits in order to revitalize historic properties in developed communities.

Village Charter Bills Pass

[SBs 1345-47](#) (Barcia, D-Bay City) passed yesterday and allow villages incorporating as cities three years to adopt a charter. Under current law, a village incorporating as a city or an unincorporated area incorporating as a village has two years to adopt a charter from the time an order is signed by the State Boundary Commission. Due to election consolidation allowing only four election dates per year, the time constraints have been difficult for the incorporation process. The additional year provided in SBs 1345-47 will allow communities adequate time to complete this process.

Individual Market Reform Legislation Fails

Legislation to bring individual market reform for Blue Cross Blue Shield (BC/BS) did not survive conference committee yesterday. The League was part of the coalition supporting the legislation in efforts to ensure the long-term sustainability of BC/BS.

9-1-1 Funding Preserved

The Legislature passed [HB 6070](#) (Mayes, D-Bay City), which preserves 9-1-1 funding. The bill reflects the agreement reached among the parties involved. The agreement has a low cap of 42 cents on all telecommunications devices and a high cap of \$3. The compromise grandfathers in all counties that are above the 42-cent cap if such an amount was approved by the Michigan Public Service Commission. This bill is on its way to the governor's desk.

Rental Housing Inspection Bill Passes

The Legislature passed [SB 635](#) (Garcia, R-Brighton), which deals with rental housing inspections. As originally introduced, SB 635 would have limited the ability of a local unit to perform rental housing inspections. After significant input from the League, the bill was changed to allow locals to accept other inspections as their own if they choose; allow new options for locals when determining how to inspect and; allow longer periods of time between inspections. It also requires locals to provide any interested party with the fees assessed, costs incurred and number of units inspected. Locals can require cost recovery if this information is not readily available.

PA 198 Administrative Fixes Allowed

The Legislature approved [SB 218](#) (Basham, D-Taylor), allowing administrative fixes to Plant Rehabilitation and Industrial Development Act abatements. Under current law, when certain statutory deadlines are not met due to unexpected mistakes, the community and/or business must change the law to qualify for the property tax abatement. SB 218 would allow facilities to still qualify for the abatements even though the deadlines had not been met as long as the facility met other criteria of the act and had received written approval from the Michigan Strategic Fund Board and State Tax Commission. The League worked with Sen. Basham on this bill.

Preliminary Exam Bills Die in Senate

The House passed [HBs 6592-93](#) (Condino, D-Southfield), amending preliminary exam requirements in lesser felony cases. Last legislative session, the League, Michigan Association of Chiefs of Police and Attorney General's (AG) office, supported a similar package of bills as part of the AG's "More Cops on Streets" proposal. These bills would have entitled the state and accused to a probable cause determination in all felony cases among other changes. However, the House-passed version was not acceptable to the Senate or the AG and the bills died in the Senate.

Contact: [Andy Schor](#)

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