

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday September 28, 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. **PRESENTATION:**
  - 4A. John Gilmore, Board of Review Service PRES.
5. **MOTION TO APPROVE MINUTES:**
  - 5A. Regular Council Meeting of September 14, 2009 MOTION Pg. 9,13-24
6. **APPROVE AGENDA**
  - 6A. Proposed / Amended Agenda MOTION Pg. 9
7. **REPORTS & COMMUNICATIONS:**
  - 7A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 9,2-8
  - 7B. Monthly Fire Report Pg.
  - 7C. Sr. Center 2008-2009 Annual Audit (Agenda Item) Pg. 51-71
  - 7D. WWS Surface-Storm Water & NPDES Agreement (Agenda Item) Pg. 72-86
  - 7E. Elms Park Pavilion Roof Bids, Repair (Agenda Item) Pg. 87-97
  - 7F. Independent Contractor Agreement, Electrical Inspector (Agenda Item) Pg. 98-103
  - 7G. Independent Contractor Agreement, Plumbing & Mechanical Inspector (Agenda Item) Pg. 104-109
  - 7H. Trade Inspections, Miscellaneous Documents (Agenda Item) Pg. 110-133
  - 7I. South Morrish Project Add-On Work, I-69 Ramp (Agenda Item) Pg. 134-136
  - 7J. Consumer Energy Tree Grant Award (Agenda Item) Pg. 137
  - 7K. WWS Notice, Water rate Increase Pg. 138
  - 7L. Elms Tower Lease Correspondence Pg. 139-140
  - 7M. Fire Hall Use, Fundraiser Pg. 141-143
  - 7N. Legislative Updates Pg. 144-149
8. **MEETING OPENED TO THE PUBLIC:**
  - 8A. General Public Comments
9. **COUNCIL BUSINESS:**
  - 9A. 2008-2009 Sr. Center Audit RESO. Pg. 10,51-71
  - 9B. County WWS Storm – Surface Water Management Agreement RESO. Pg. 10,72-86
  - 9C. Elms Pavilion Roof Repair Bids RESO. Pg. 10,87-97
  - 9D. Independent Contractor Agreement, Electrical Inspector RESO. Pg. 11,98-103
  - 9E. Independent Contractor Agreement, Plumbing & Mechanical Inspector RESO. Pg. 11,104-109
  - 9F. Building Inspector Compensation RESO. Pg. 11, 5
  - 9G. South Morrish Project, I-69 Ramp Intersection Add-On Work DISC. Pg. 3, 134-136
  - 9H. Consumer Energy Tree Grant Award DISC. Pg. CD
10. **MEETING OPENED TO THE PUBLIC:**
  - 10A. General Public Comments
11. **REMARKS BY COUNCILMEMBER'S:**
12. **ADJOURNMENT:**

***(Note: Two Files Were Not Added to the Printed Packet, Due to Size. They Can Be Found on the CD or They Are Available on the City's Web-FTP Site. They Are the DDA Packet and the Consumer Energy Tree Grant Application. The Tree Grant Application is an Agenda Discussion Item)***

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday September 28, 2009 7:00 P.M.

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 25-September-2009

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

✓ **2009-2010 FISCAL BUDGET** (*Status*)

Schedule:

June 22 <sup>nd</sup> :	Adopt Budget (Draft #1), Truth in Taxation Hearing ( <i>If Needed</i> ), Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 30 <sup>th</sup> :	Fiscal Year End
July 27 <sup>th</sup> :	Discussion, Proposed Amended Budget
September 14 <sup>th</sup> :	Approve Amended Budget (Audit Field Work is Underway)
October 12 <sup>th</sup> :	Review First Quarter Standings
October 26 <sup>th</sup> :	Audit Report
Mid-December:	Review Half-Year Standings

I will continue to keep the Council posted on finances.

✓ **MTT APPEALS, GM BANKRUPTCY** (*Status*)

No change. I have sent a letter of inquiry to GM's Government Affairs Supervisor and as of writing, have received no response. As you recall, in addition to the bankruptcy in U.S. District Court in New York, GM has filed two petitions with the Michigan Tax Tribunal requesting 80% reductions in taxable values, from \$48.11 million to \$9.62 million and \$1.15 million to \$231,000. As of writing, I have been unsuccessful in arranging a meeting with the GM Tax Staff. GM appeals exposure at 80% shows the loss to both real and personal property in General Fund revenues to be \$209,037. Loss to the Garbage Fund is \$68,970. The maximum exposure on loss General Fund revenues, inclusive of all appeals is \$244,371. Total potential loss to the Garbage Fund is \$80,930.

✓ **FEES, RATES, SERVICE CHARGES** (*Status*)

As you are aware, we have two water rate increases and a sewer rate increase, passed along from the County over the last two years. We have absorbed these increases by scaling back, but cannot continue. We need to go to a ready to serve charge with a commodity purchase charge. Sewer will be charged based on water consumption. As we have discussed at past meetings, we have some models that can be very easily implemented. There is still a couple of loose ends, being irrigation systems and outside

isolated faucets, as they pertain to separate meters. We are working to resolve this now. I should have a draft ordinance shortly.

- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)  
Pending.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)  
We should be back before the Council for discussion on this in the near future.
- ✓ **VETERANS MEMORIAL** (*Status*)  
Originally, the Veterans Committee elected to return the memorial back to the City. The problem is they also desired to continue to collect and make decisions on spending funds. To do both would present significant problems. The pivot reason seems to be insurance for the structures within the memorial. I am going to check to see if there is some way that the memorial structures and artifacts can be insured under our policy. If it can be, then the committee can continue to function as they have in the recent past. If not, the committee needs to purchase a policy.
- ✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** (*Status*)  
Construction on the bridge is nearly complete.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
  - ❑ **2010-2013 T.I.P. APPLICATION** (*Status*)  
Pending.
  - ❑ **TRAIL SYSTEM** (*Status*)  
We have no plans or funding sources for continuation of the trail system at this time.
  - ❑ **MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S** (*Status*)  
We have asked the County TAC-MPO to transfer the Federal Aid grant (\$368,000) over to 2010, which would also move the project to next summer. We are working with the County Road Commission to resolve the disagreements in design. As a method of resolving these differences, we asked Mr. LaMourie to re-evaluate the intersection after taking some new counts. Mr. LaMourie wrote an opinion, followed by a meeting with the Road Commission. We have offered to meet Mr. LaMourie's recommendations for the intersection. In addition, we offered to relocate the Road Commission's drive to Bristol Road when the west side develops out (future phase). We are working on a final design for the intersection and future concept for the west side if the PDD that we both can agree on.
  - ❑ **MORRISH ROAD SOUTH CONSTRUCTION PROJECT** (*Discussion*)  
The contract has been awarded to Lois Kay Contracting of Saginaw in the amount of \$226,275. Work is underway with a 2-3 week completion projection. There is still one loose end here, being Construction Observation and testing Engineering. The state has capped all the ARRA projects at the approved amount (\$300,000 here), or the low bid plus 15% for CE, whichever is lower. All additional funds will be returned back to the state for their use. REI has a construction engineering estimate of \$49,824. 15% of the low bid of \$226,275 leaves just under \$16,000 of the construction engineering costs that are unfunded by the grant. We may have to pay this, or a portion thereof. As you recall, Design Engineering was not included. This cost was just under \$20,000. We could very well end up paying a total of \$36,000 towards this 100% funded project, compliments of the state.

On another matter, we obtained two cost estimates to repair the concrete on Morrish Road at the entrance / exit for east-bound I-69. Either of these choices would be a non-participating add-on project, funded entirely by our Major Street Fund. The first estimate (Option B) is for \$19,660 and involves a milling of the concrete and a 2.5" HMA asphalt overlay. The second estimate (Option A) is the removal of the concrete, re-set base grade and 9" HMA asphalt overlay. Cost for this work is \$35,513. Option A deviates from the bid specifications as this is not the type of work as the rest of the project is, so therefore not included in the specifications. The short end of this is we should get better pricing if we set this as a non-participating add-on project with the North Morrish (Meijer's) project, which as of now, is scheduled to be let for bid in late fall or winter, construction in early spring. I've set this for discussion with tonight's agenda.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

☐ **2008 REPAIR ROSTER** (*Status*)

Pending a decision as to how we wish to proceed. The bottom line is, we can repair a single block, or preserve a handful of streets from deteriorating to complete re-constructs.

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

Phase II was approved on October 13<sup>th</sup> with a \$220,000 cap placed on the work, which included the TV and rehabilitation of Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood Drive. The total cost for these sections came to about \$240,000. We have gone back to the drawing board to downscale this phase. We should be back at the next meeting for a project scope adjustment to get it back in line with what we have budgeted.

✓ **FIRE DEPARTMENT EVALUATION, CONTRACT RENEWAL, BUDGET** (*Status*)

The Fire Contract is pending approval with Clayton Township. The Fire Board has voted a revised budget that reflects a 10% reduction. I will have the revised budget back at the next meeting.

✓ **WWS INTERGOVERNMENTAL JURISDICTION SEWER ORDINANCE** (*Status*)

WWS has some changes they desire in our draft. In my opinion, they are related more to form. Discussion between the City Attorney's office and the attorney for WWS are in progress. We are on opposite ends of the spectrum on the IJA (Inter Jurisdictional Agreement). The County's position is that under Act 342 (in which the WWS Consortium is set up under), we have to sign it. Mine, supported by Mr. Figura's is we do not. If Act 342 gives them the power to do what they need to do to operate such a system, then why do we need an agreement? As of yet, we have not set a public hearing. We will do so after the text issues with the ordinance are settled.

✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** (*Status*)

As you recall, the Sr. Center is asking the City to either pay or waive some or the entire incidental costs of the project. Some or all of these fees and costs have not been calculated into the project. Aside from the construction engineering fees we approved at the last meeting, I do not have a handle on all the incidental costs. Until we know what these are, I recommend we take no action yet. As of date, we have paid \$5,680 to REI for CE on the project and \$980 to our insurance carrier for a builder's risk rider on our insurance.

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

The POLC – Police Contract has been settled. We have opened up discussions on this contract regarding the use of part-time officers in light of the budgeted lay-offs. The language in the contract is a bit ambiguous but for now this matter is on hold based on one police officer who is off on sick leave. The AFSCME contract has also been approved and resolved by the Council. For both contracts, wages will freeze for the first year with wage openers for years two and three. All other matters remain the same.

The Supervisor's Unit and my contract are still out. The deal on the table is the same for all units.

Regarding Mr. Kehoe, as the Council is aware, he agreed to a 40% reduction in wages. Along with this was a reduction in actual office hours that he keeps, from five days to three. This has created some problems in service for the minor code calls that come in regularly. We probably could field these well enough, but I need someone to coordinate the trade inspections we have taken on. If my calculations are accurate, the trade inspections will allow the building department to break even today, instead of being a draw on general fund. If, and when the economy allows a release in building, this department should make some profit that can also support associated aspects of planning and zoning. In short, we have a lot of latitude in fees collected in the building department. At any rate, as a means to have Mr. Kehoe coordinate the trades, I would like to add another day to Mr. Kehoe's office hours and bump his pay up a bit, somewhere between what he is making and what he was making (\$12,500 and \$18,500 per year). I have a resolution for set office hours of four days per week and a \$15,000 per compensation.

✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)

We may have an open door. The taxes on this property have been delinquent since 2006. The property is scheduled to go to seizure in March 2010. If it does, we may be able to purchase it for back taxes (about \$25k). We would be bidding against the bank, if they show. If they do, we may be able to reach some sort of agreement with them to have the building razed. We'll continue to watch it.

✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** (*Status*)

Pending.

✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)

As the Council is aware, there has been a significant change in the status of the business we awarded the bid to. Adam recommends we let this sit until late fall. If at that time the entity is still unable to consummate the deal, then we'll have to explore another option.

✓ **WWS, STORM WATER MANAGEMENT AGREEMENT** (*Resolution*)

As of recent, the County is pushing us to sign this. We've had some discussion on it over the last year but due to unpredictable cost, have been reluctant to endorse it. The history here is that trickle down legislation that roots in the US-EPA Clean Water Act drives the management of surface and storm water run-off into rivers, lakes and streams. As federal regulating authorities have little control in this area over states, they have hooked funding distribution on the passing of similar legislation, such as

Michigan has done and assigned to the DEQ. US-EPA, via MI-DEQ has increasingly ramped up standards for surface and storm water management for many years now. Some of the significant changes evidenced as of recent are detention ponds with restricted discharges, discharge testing, and elimination of storm water in the sanitary systems, etc. MI-DEQ has adopted the National Pollutant Discharge Elimination System (NPDES), which identifies us as an “urbanized area” which in part, states that “regulated entities must obtain coverage under an NPDES storm water permit and implement storm water pollution prevention plans (SWPPPs) or storm water management programs (both using best management practices (BMPs)) that effectively reduce or prevent the discharge of pollutants into receiving waters...”. Enter the County. They have volunteered to head the efforts of all the municipalities to comply. We had our engineers check into developing our own compliancy program and found that the startup costs were around \$50k. As of date, the yearly cost has crept up to around \$16k... a general fund expense. We are part of the County’s program, but have not passed this agreement. My concern is that the language in the agreement is loose, as it pertains to our “variable cost” for illicit discharge elimination program (IDEP). As an example on a recent issue that arose, and may very well be driving the urgent desire by the County to execute this agreement, we discovered that the old section of town (Hayes, Ford, School, McLain, and Ingalls) is part of a registered County Drain. The storm sewers in this area go from our system, to technically theirs, and back to ours before discharge into the creek. The County is interpreting that we have to test the discharge from the transfer of each of these points for contaminants. In short, a block of storm sewers will need testing as water transfers from our system, to theirs, and back to ours. Estimated costs are around \$43k for just this section. In my mind, this defies logic. I can see testing at the discharge point to the creek and if contaminants are found, working backwards to locate them. At any rate, we have little choice at this point but to pass this. In light of recent financial issues, I need to look for a revenue source to fund this. I recommend we pass this agreement in its current form. Right now, we can back out at some future point. I suspect that somewhere in the future, we will not be able to back out and will be throttled into funding another runaway train with no say.

On a closely related matter, included with tonight’s packet is a proposed County WWS ordinance for storm water management and design standards. The County desires us to enact this ordinance and standards requirement. In its proposed form, it hides behind the NPDES process and storm water management giving the County, inclusive of WWS, MPO and the Road Commission, final say in all site plans and building permits. This needs careful thought. I have no action planned tonight, but the Council may want to begin thinking about this.

- ✓ **2009 MASTER PLAN REVIEW** (*Status*)  
Pending.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)  
Pending.
- ✓ **MDOT PARK & RIDE** (*Status*)  
MDOT has decided that all they can probably do is place 5-7 arm lights mounted on wood poles strung together with overhead wires. I have a number of concerns, starting with the aesthetics and ending with the cost. These lights cannot go on the streetlighting program, meaning that they will be metered electricity. The cost could be

profound, maybe \$7,000 or more per year. They placed work on hold and have allowed us to take a crack at design. I'll keep the Council informed.

- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)  
Nothing new. We are trying to obtain rate models and debt retirement projections for review.
- ✓ **REWARDS FOR RECYCLING PROGRAM** (*Status*)  
We are taking a closer look at this program. We'll be back in the near future for some more conversation.
- ✓ **GO GREEN GRANT OPPORTUNITY** (*Status*)  
Pending a report back to the Council
- ✓ **PROPERTY HAZARD MITIGATION** (*Status*)  
The Grove Street property has constructed a fence around the site which meets the approval of the code, building and zoning departments. Regarding the Heritage property, we have placed a fence around the property. Costs associated with this will be billed to the developer and if unpaid, assessed against the taxes.
- ✓ **KIWANIS PAVILION REPAIR PROJECT, ELMS PARK** (*Resolution*)  
We went out to bid for the repair of the roof of the main pavilion in Elms Park. Of the five bids returned, the low bidder was Qualified Remodeling of 9164 West Bristol Road, at \$3,850. The high bid returned at \$5,929. The roof has been in need of repair for some time now, but has been cut out of the budget due to lack of funds. Kiwanis advises that if we can pay \$1,000 towards the repair, they will pay the balance, being \$2,850. They will also pay for and do the painting as depicted in the elevations. They further advise they will be back in the spring to repair the support pole bases' that have been deteriorating for some time no. I have a resolution to accept, appropriate and proceed with the work.
- ✓ **BUILDING TRADES: INSPECTIONS, PROCESS & FEES** (*Resolutions*)  
Included with tonight's program are independent contractor agreements for our Electrical, Plumbing and Mechanical Inspectors (two people). I still have yet to assemble a Rates & Fees Resolution, but should have it by the next meeting.

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

- ✓ **SMALL CITIES HOST MEETING** (*Information*)  
We are hosting the October Meeting of the Genesee County Small Cities Association. The meeting will be held on Wednesday October 7<sup>th</sup> at JT's Country Cooking, 8012 Miller (North Side, West of Morrish). Social hour is 6:00 PM with dinner and program at 7:00 PM. As of writing, the program has yet to be determined. If you can attend, please rsvp to the front desk before Monday September 28<sup>th</sup>.
- ✓ **CONSUMERS ENERGY TREE GRANT** (*Discussion*)  
Included with tonight's packet (separate Adobe .pdf file on your disk, due to its size) is a grant application and award for trees. The application, for the most part, is self explanatory. I ma not looking for action tonight on this matter, but will probably be back for approval in two weeks. I have set this for a discussion item; Adam will be addressing the Council.

## **Council Questions, Inquiries, Requests and Comments**

- *Mason Street Non-Motorized Trail.* We're looking at this. It may be able to be added as a non-participating project with the Morrish Road South ARRA project. We are checking on a price. I may have more at the meeting.
- *MDOT Park & Ride Clean-Up.* Pending.
- *Gaines Twp. Water & Sewer Billing.* Pending billing.
- *Drop Box Markings.* For security reasons, I would rather not add any additional markings on this box. Kids from the neighboring apartment projects play in this lot during evenings and weekends. I would prefer not to add temptation.
- *Mast Arm Traffic Lights, Street Sign Anchors (Silver vs. Black).* We have replaced the ones that we could, being those that hold the signs. Upon checking, we would have to engineer and custom make the ones that hold the walk signals as they don't make them in black for this style of mast arm pole. I assume the cost for this would be hefty. I'll continue to watch for a solution, painting or otherwise.

**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday September 14, 2009 7:00 P.M.**

**Resolution No. 090928-4A            MINUTES, SEPTEMBER 14, 2009**

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

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held September 14, 2009, to be circulated and placed on file.

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

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

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

**Resolution No. 090928-5A            AGENDA APPROVAL**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of September 28, 2009 to be circulated and placed on file.

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

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

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

**Resolution No. 090928-6A            CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager’s Report of September 28, 2009, to be circulated and placed on file.

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

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

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

**Resolution No. 090928-8A**

**2008-2009 SR. CENTER AUDIT**

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

**I Move** the City of Swartz Creek receive and place on file the 2008-2009 Fiscal Audit for the Swartz Creek Area Senior Center

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

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

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

**Resolution No. 090928-8B**

**COUNTY WWS AGREEMENT, SURFACE & STORM WATER MANAGEMENT, AMENDMENT II**

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

**I Move** the City of Swartz Creek enter into an agreement with the Genesee County Drain Commissioners' Office, for the management of surface and storm water, a copy of the agreement 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: \_\_\_\_\_

**Resolution No. 090928-8C**

**BID AWARD & APPROPRIATION, ELMS PARK PAVILION ROOF REPAIR**

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

**WHEREAS**, the Elms Park Main "Kiwanis" Pavilions' roof is in need of replacing; and

**WHEREAS**, the City has been unable to replace the roof due to fiscal constraints; and

**WHEREAS**, the Swartz Creek Kiwanis, having originally donated the pavilion, has offered to donate a substantial portion of the cost for the repair of the roof; and

**WHEREAS**, the project was bid, the low bidder being Qualified Remodeling of 9164 West Bristol Road, Swartz Creek, in the amount of \$3,850, Kiwanis offering to pay for \$2,850 of the cost of the roof replacement.

**NOW, THEREFORE, I Move** the City of Swartz Creek award the project to the low bidder, Qualified Remodeling, in an amount not to exceed \$3,850, and appropriate payment for the repair; and further, accept the donation of \$2,850 from the Swartz Creek Kiwanis towards the project.

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

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

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

**Resolution No. 090928-8D**      **INDEPENDENT CONTRACTORS’ AGREEMENT,  
ELECTRICAL INSPECTOR**

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

**I Move** the City of Swartz Creek enter into an Independent Contractors’ agreement with Leon Buning, 3157 West Dartmouth, Flint, for the purposes of performing Electrical Inspections and related services, 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: \_\_\_\_\_

**Resolution No. 090928-8E**      **INDEPENDENT CONTRACTORS’ AGREEMENT,  
PLUMBING & MECHANICAL INSPECTOR**

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

**I Move** the City of Swartz Creek enter into an Independent Contractors’ agreement with Robert Davis, 629 North Lapeer Street, Davison, for the purposes of performing Plumbing & Mechanical Inspections and related services, 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: \_\_\_\_\_

**Resolution No. 090928-8F**      **BUILDING INSPECTOR COMPENSATION**

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

**WHEREAS**, the City employs its Building Inspector as a payroll employee at a cost of \$20,000 per year, net pay of \$18,500 per year; and

**WHEREAS**, the Building Inspector’s office hours and compensation was reduced to three days and \$12,500 in June 2009 due to sharp reductions in permits issued and subsequent related revenues; and

**WHEREAS**, as a means to counter revenue reductions, the City brought the trade inspections traditionally performed by the state under City authority, trades consisting of electrical, plumbing and mechanical inspection and plan review; and

**WHEREAS**, a part of the Building Inspector's job assignments is to coordinate and oversee the trade inspections, such oversight resulting in the need for increased hours.

**NOW, THEREFORE, I Move** that the City of Swartz Creek set the compensation for the Building Inspector at \$15,000 per year, and further, set regular officer hours at four days per week.

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday September 14, 2009 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 09/14/2009**

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

Councilmembers Absent: Hicks.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, Police Chief Rick Clolinger, Lt. Rick Deshano.

Others Present: Boots Abrams, Tommy Butler, Richard Mattson, Sharon Klein, Bob Plumb, Steve Shumaker.

**Resolution No. 090914-01**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council hereby excuse the absence of Councilmember Hicks due to her being out of town of vacation.

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

Mayor Abrams introduced Mayor Pro-Tem Porath to give a presentation to Boots Abrams for her service with the Fire Board.

Mayor Abrams presented a certificate to John Gilmore for his years of service on the Board of Review. Mr. Gilmore could not be contacted to receive the award so City Manager Bueche accepted on his behalf.

**APPROVAL OF MINUTES**

**Resolution No. 090914-02**

**(Carried)**

Motion by Councilmember Porath

Second by Councilmember Binder

**I Move** the Swartz Creek City Council hereby approve the Minutes for the Regular Council Meeting, held August 24, 2009, as corrected, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

## **APPROVAL OF AGENDA**

**Resolution No. 090914-03**

**(Carried)**

Motion by Councilmember Krueger

Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of September 14, 2009 to be circulated and placed on file.

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

NO: None. Motion declared carried.

## **REPORTS AND COMMUNICATIONS:**

### **City Manager's Report**

**Resolution No. 090914-04**

**(Carried)**

Motion by Councilmember Shumaker

Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of September 14, 2009, to be circulated and placed on file.

Discussion Ensued.

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

NO: None. Motion declared carried.

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

## **MEETING OPENED TO THE PUBLIC:**

Richard Mattson, 9251 W. Hill Rd., talked about Art in the Park. Mr. Mattson wanted to express his personal gratitude for everyone's involvement in the event.

Boots Abrams made a presentation to Chief Clolinger for K-9 Ike.

## **COUNCIL BUSINESS:**

Presentation on the police department by Police Chief Rick Clolinger.

**Adopt 2009-2010 Revised Budget**

**Resolution No. 090914-05**

**(Carried)**

Motion by Councilmember Binder  
 Second by Councilmember Hurt

**WHEREAS**, the City adopted its 2009-2010 Fiscal Year Budget at the Regular Council Meeting of June 22, 2009; and

**WHEREAS**, events occurred beginning June 1, 2009 that affected the calculations made by the City’s finance staff, such events consisting of, but not limited to the filing of bankruptcy by General Motors accompanied by Michigan Tax Tribunal filings requesting an 80% relief of tax liabilities; and

**WHEREAS**, the projected net effect is significant reductions in revenues collected by the City, revenues that primarily support public safety services; and

**WHEREAS**, the City Staff has calculated such reductions into an amended budget that includes the lay-off of one police officer along with a number of other reductions that have either been implemented or will be shortly.

**NOW, THEREFORE, I Move** the City of Swartz Creek, in accordance with the General Appropriations and Uniform Budgeting and Accounting Act, revise the existing budget, formerly adopted on June 22, 2009, to the following 2009-2010 Fiscal Budget, based on the following tax mils:

General Operating Levy: 4.8289 mils  
 Sanitation Levy: 1.7500 mils

**REVISE 2009-2010 FISCAL BUDGET  
 to Council Assumption B**

**101 General Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Fund Estimated Operating Revenues	2,034,137	1,992,311	(41,826)
General Fund Estimated Project Revenues	16,771	16,771	0
<b>Total General Fund Estimated Revenues</b>	<b>2,050,908</b>	<b>2,009,082</b>	<b>(41,826)</b>
<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	493,916	446,044	(47,872)
Public Safety Activities 301-399	1,102,749	906,425	(196,324)
Public Works Activities 400-799	356,476	373,532	17,056
Other Government Activities 800-999	99,820	263,310	163,490
<b>Total General Fund Operating Appropriations</b>	<b>2,052,961</b>	<b>1,989,311</b>	<b>(63,650)</b>
<b>Total General Fund Project Appropriations</b>	<b>19,771</b>	<b>19,771</b>	<b>0</b>

<b>Total General Fund Appropriations</b>	<b>2,072,732</b>	<b>2,009,082</b>	<b>(63,650)</b>
<b>Effect on General Fund's Fund Balance</b>	<b>(21,824)</b>	<b>0</b>	<b>21,824</b>
<b>202 Major Streets Fund</b>			
<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Major Streets Fund Estimated Operating Revenues	265,700	255,200	(10,500)
Major Streets Fund Estimated Project Revenues	850,000	850,000	0
<b>Total Major Streets Fund Estimated Revenues</b>	<b>1,115,700</b>	<b>1,105,200</b>	<b>(10,500)</b>
<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	3,500	3,500	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	118,589	105,958	(12,631)
Other Government Activities 800-999	0	0	0
<b>Total Major Streets Fund Operating Appropriations</b>	<b>122,089</b>	<b>109,458</b>	<b>(12,631)</b>
<b>Total Major Streets Fund Project Appropriations</b>	<b>975,615</b>	<b>975,615</b>	<b>0</b>
<b>Total Major Streets Fund Appropriations</b>	<b>1,097,704</b>	<b>1,085,073</b>	<b>(12,631)</b>
<b>Effect on Major Streets Fund's Fund Balance</b>	<b>17,996</b>	<b>20,127</b>	<b>2,131</b>
<b>203 Local Streets Fund</b>			
<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Local Streets Fund Estimated Operating Revenue	74,000	71,050	(2,950)
Local Streets Fund Estimated Project Revenue	15,000	15,000	0
<b>Total Local Streets Fund Estimated Revenue</b>	<b>89,000</b>	<b>86,050</b>	<b>(2,950)</b>
<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	3,500	3,500	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	101,083	90,023	(11,060)
Other Government Activities 800-999	0	0	0
<b>Total Local Streets Fund Operating Appropriations</b>	<b>104,583</b>	<b>93,523</b>	<b>(11,060)</b>
<b>Total Local Streets Fund Project Appropriations</b>	<b>146,488</b>	<b>146,488</b>	<b>0</b>
<b>Total Local Streets Fund Appropriations</b>	<b>251,071</b>	<b>240,011</b>	<b>(11,060)</b>
<b>Effect on Local Streets Fund's Fund Balance</b>	<b>(162,071)</b>	<b>(153,961)</b>	<b>8,110</b>
<b>226 Garbage Fund</b>			
<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Garbage Fund Estimated Operating Revenue	388,425	380,025	(8,400)
Garbage Fund Estimated Project Revenue	0	0	0
<b>Total Garbage Fund Estimated Revenue</b>	<b>388,425</b>	<b>380,025</b>	<b>(8,400)</b>

<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	7,000	7,000	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	400,541	448,737	48,196
Other Government Activities 800-999	22,601	22,601	0
<b>Total Garbage Fund Operating Appropriations</b>	<b>430,142</b>	<b>478,338</b>	<b>48,196</b>
<b>Total Garbage Fund Project Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Garbage Fund Appropriations</b>	<b>430,142</b>	<b>478,338</b>	<b>48,196</b>
<b>Effect on Garbage Fund's Fund Balance</b>	<b>(41,717)</b>	<b>(98,313)</b>	<b>(56,596)</b>

**248 Downtown Development Authority Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
DDA Fund Estimated Operating Revenue	49,565	49,565	0
DDA Fund Estimated Project Revenue	3,500	3,500	0
<b>Total DDA Fund Estimated Revenue</b>	<b>53,065</b>	<b>53,065</b>	<b>0</b>

<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	6,750	6,750	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	1,000	1,000	0
Other Government Activities 800-999	5,000	5,000	0
<b>Total DDA Fund Operating Appropriations</b>	<b>12,750</b>	<b>12,750</b>	<b>0</b>
<b>Total DDA Fund Project Appropriations</b>	<b>42,000</b>	<b>42,000</b>	<b>0</b>
<b>Total DDA Fund Appropriations</b>	<b>54,750</b>	<b>54,750</b>	<b>0</b>
<b>Effect on Local Streets Fund's Fund Balance</b>	<b>(1,685)</b>	<b>(1,685)</b>	<b>0</b>

**265 Drug Enforcement Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Drug Enforcement Fund Estimated Operating Revenue	104,071	109,517	5,446
Drug Enforcement Fund Estimated Project Revenue	0	0	0
<b>Total Drug Enforcement Estimated Revenue</b>	<b>104,071</b>	<b>109,517</b>	<b>5,446</b>

<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	0	0	0
Public Safety Activities 301-399	104,071	109,517	5,446
Public Works Activities 400-799	0	0	0
Other Government Activities 800-999	0	0	0
<b>Total Drug Enforcement Fund Operating Appropriations</b>	<b>104,071</b>	<b>109,517</b>	<b>5,446</b>
<b>Total Drug Enforcement Fund Project Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Drug Enforcement Fund Appropriations</b>	<b>104,071</b>	<b>109,517</b>	<b>5,446</b>
<b>Effect on Drug Enforcement Fund's Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Balance**

**275 Senior Citizens Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Senior Citizens Fund Estimated Operating Revenue	0	0	0
Senior Citizens Fund Estimated Project Revenue	0	0	0
<b>Total Senior Citizens Estimated Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	0	0	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	0	0	0
Other Government Activities 800-999	0	0	0
<b>Total Senior Citizens Fund Operating Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Senior Citizens Fund Project Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Senior Citizens Fund Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Effect on Senior Citizens Fund's Fund Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>

**350 City Hall Debt Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
City Hall Debt Fund Estimated Revenue	91,004	91,004	0
<b>Total City Hall Debt Fund Estimated Revenue</b>	<b>91,004</b>	<b>91,004</b>	<b>0</b>
<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	0	0	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	0	0	0
Other Government Activities 800-999	91,004	91,004	0
<b>Total City Hall Debt Fund Appropriations</b>	<b>91,004</b>	<b>91,004</b>	<b>0</b>
<b>Effect on City Hall Debt Fund's Fund Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>

**352 Wtr Transmission Debt Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Wtr Transmission Debt Fund Estimated Revenue	0	0	0
<b>Total Wtr Transmission Debt Fund Estimated Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	0	0	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	0	0	0
Other Government Activities 800-999	0	0	0
<b>Total Wtr Transmission Debt Fund Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Effect on Wtr Transmission Debt Fund's Fund Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>401 Capital Projects Fund</b>			
<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Capital Project Fund Estimated Project Revenue	0	0	0
<b>Total Capital Projects Fund Estimated Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	0	0	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	0	0	0
Other Government Activities 800-999	1,963	1,951	(12)
<b>Total Capital Projects Fund Operating Appropriations</b>	<b>1,963</b>	<b>1,951</b>	<b>(12)</b>
<b>Total Capital Projects Fund Project Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Capital Projects Fund Total Appropriations</b>	<b>1,963</b>	<b>1,951</b>	<b>(12)</b>
<b>Effect on Capital Projects Fund's Fund Balance</b>	<b>(1,963)</b>	<b>(1,951)</b>	<b>12</b>
<b>402 Fire Equipment Replacement Fund</b>			
<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Fire Equipment Replacement Fund Est Operating Revenue	1,500	0	(1,500)
Fire Equipment Replacement Fund Est Project Revenue	0	0	0
<b>Total Fire Equip Replacement Fund Est Revenue</b>	<b>1,500</b>	<b>0</b>	<b>(1,500)</b>
<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	0	0	0
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	0	0	0
Other Government Activities 800-999	0	84,945	84,945
<b>Total Fire Equip Replacement Fund Operating Approp</b>	<b>0</b>	<b>84,945</b>	<b>84,945</b>
<b>Total Fire Equip Replacement Fund Project Approp</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Fire Equip Replacement Fund Approp</b>	<b>0</b>	<b>84,945</b>	<b>84,945</b>
<b>Effect on Fire Equip Replacement Fund's Fund Balance</b>	<b>1,500</b>	<b>(84,945)</b>	<b>(86,445)</b>

**590 Water Supply Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Water Supply Fund Estimated Operating Revenue	1,354,565	1,338,715	(15,850)
Water Supply Fund Estimated Project Revenue	0	0	0
<b>Total Water Supply Fund Estimated Revenue</b>	<b>1,354,565</b>	<b>1,338,715</b>	<b>(15,850)</b>

<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	40,267	61,420	21,153
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	1,240,433	1,271,191	30,758
Other Government Activities 800-999	22,601	22,601	0
<b>Total Water Supply Fund Operating Appropriations</b>	<b>1,303,301</b>	<b>1,355,212</b>	<b>51,911</b>
<b>Total Water Supply Fund Project Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Water Supply Fund Appropriations</b>	<b>1,303,301</b>	<b>1,355,212</b>	<b>51,911</b>

**Effect on Water Supply Fund's Fund Balance**                    **51,264**      **(16,497)**      **(67,761)**

**591 Sanitary Sewer Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Sanitary Sewer Fund Estimated Operating Revenue	1,218,000	1,204,650	(13,350)
Sanitary Sewer Fund Estimated Project Revenue	0	0	0
<b>Total Sanitary Sewer Fund Estimated Revenue</b>	<b>1,218,000</b>	<b>1,204,650</b>	<b>(13,350)</b>

<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	42,421	63,575	21,154
Public Safety Activities 301-399	0	0	0
Public Works Activities 400-799	878,515	917,959	39,444
Other Government Activities 800-999	77,530	77,530	0
<b>Total Sanitary Sewer Fund Operating Appropriations</b>	<b>998,466</b>	<b>1,059,064</b>	<b>60,598</b>
<b>Total Sanitary Sewer Fund Project Appropriations</b>	<b>159,100</b>	<b>159,100</b>	<b>0</b>
<b>Total Sanitary Sewer Fund Appropriations</b>	<b>1,157,566</b>	<b>1,218,164</b>	<b>60,598</b>

**Effect on Sanitary Sewer Fund's Fund Balance**                    **60,434**      **(13,514)**      **(73,948)**

**661 Motor Pool Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
Motor Pool Fund Estimated Operating Revenue	159,300	73,288	(86,012)
Motor Pool Fund Estimated Project Revenue	0	0	0
<b>Total Motor Pool Fund Estimated Revenue</b>	<b>159,300</b>	<b>73,288</b>	<b>(86,012)</b>

<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	49,326	55,688	6,362
Public Safety Activities 301-399	73,100	72,350	(750)
Public Works Activities 400-799	223,792	151,227	(72,565)
Other Government Activities 800-999	0	0	0

<b>Total Motor Pool Fund Operating Appropriations</b>	<b>346,218</b>	<b>279,265</b>	<b>(66,953)</b>
<b>Total Motor Pool Fund Project Appropriations</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Motor Pool Fund Appropriations</b>	<b>346,218</b>	<b>279,265</b>	<b>(66,953)</b>
<b>Effect on Motor Pool Fund's Fund Balance</b>	<b>(186,918)</b>	<b>(205,977)</b>	<b>(19,059)</b>
<b>Total Estimated Revenues</b>	<b>6,625,538</b>	<b>6,450,596</b>	<b>(174,942)</b>
<b>Total All Funds Appropriations</b>	<b>6,910,522</b>	<b>7,007,312</b>	<b>96,790</b>

Discussion Took Place.

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

NO: None. Motion Declared Carried.

**Water Account Overpayment Refund, Apple Creek Apartments**

**Resolution No. 090914-06**

**(Carried)**

Motion by Councilmember Hurt  
 Second by Councilmember Binder

**WHEREAS**, a software error in the City's utility billing system has resulted in an overpayment of water supplied to a single building at Apple Creek Station Apartments; and

**WHEREAS**, an audit of the account from August 1, 2006 through July 31, 2009 indicates an overpayment of \$89,762.70.

**NOW, THEREFORE, I Move** the City of Swartz Creek appropriate an amount not to exceed \$89,762.70, to Apple Creek Apartments – Piper Realty Inc., overpayment for water supplied to building #4242-G9 Roundhouse Drive, for the period of August 1, 2006 through July 31, 2009, account reconciliation as follows:

**Apple Creek Station 4242 Roundhouse #G9**

<b>Billing Cycle</b>	<b>Usage</b>	<b>SIH Billed-Water</b>	<b>Billed-Water</b>	<b>Difference</b>
8/1/2006	13,000	\$486.20	\$7,476.80	\$6,990.60
11/1/2006	13,000	\$486.20	\$7,476.80	\$6,990.60
2/1/2007	17,000	\$561.80	\$7,476.80	\$6,915.00
5/1/2007	16,000	\$542.90	\$7,476.80	\$6,933.90
8/1/2007	13,000	\$486.20	\$7,476.80	\$6,990.60
11/1/2007	12,000	\$467.30	\$7,476.80	\$7,009.50
2/1/2008	23,000	\$675.20	\$7,476.80	\$6,801.60
5/1/2008	20,000	\$618.50	\$7,476.80	\$6,858.30
8/1/2008	18,000	\$580.70	\$7,476.80	\$6,896.10
11/1/2008	16,000	\$542.90	\$7,476.80	\$6,933.90
2/1/2009	17,000	\$561.80	\$7,476.80	\$6,915.00
5/1/2009	16,000	\$542.90	\$7,476.80	\$6,933.90
8/1/2009	18,000	\$580.70	\$7,476.80	\$6,896.10
				<b>\$90,065.10</b>

**Apple Creek Station 4389 Depot #T3**

<b>Billing Cycle</b>	<b>Usage</b>	<b>SIH Billed-Water</b>	<b>Billed-Water</b>	<b>Difference</b>
11/1/2006	13,000	\$486.20	\$467.30	-\$18.90
2/1/2007	14,000	\$505.10	\$467.30	-\$37.80
11/1/2007	13,000	\$486.20	\$467.30	-\$18.90
2/1/2008	16,000	\$542.90	\$467.30	-\$75.60
4/30/2008	16,000	\$542.90	\$467.30	-\$75.60
7/31/2008	16,000	\$542.90	\$467.30	-\$75.60
				<b>-\$302.40</b>

**Net Total Overbilled**

**\$89,762.70**

Discussion Took Place.

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

**2010 Fire Budget, Refer For Adjustment**

**Resolution No. 090914-07**

**(Carried)**

Motion by Mayor Pro-Tem Porath  
 Second by Councilmember Hurt

**I Move** the City of Swartz Creek refer the proposed 2010 Fiscal Year Fire Budget back to the Swartz Creek Area Fire Department Board for review with the stipulation that it be adjusted to reflect a 10% reduction from last year's actual expenses.

Discussion Ensued.

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

**2009-2012 AFSCME Labor Agreement**

**Resolution No. 090914-08**

**(Carried)**

Motion by Councilmember Krueger  
Second by Councilmember Hurt

**WHEREAS**, the City of Swartz Creek employs its Administrative Assistants and Public Works Employees under a collective bargaining agreement with the American Federation of State, County and Municipal Employees (AFSCME), the current agreement expired, but in force from July 1, 2006 through June 30, 2009: and

**WHEREAS**, negotiations between the City Manager and the Bargaining Unit have produced a tentative agreement wherein the contract shall remain unchanged in text, with the exception of wages, being zero percent increase for July 1, 2009 and wage re-open negotiations for July 1, 2010 and July 1, 2011.

**NOW, THEREFORE, I Move** the City of Swartz Creek enter into a Labor Agreement with the A.F.S.C.M.E., a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the contract on behalf of the City.

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

### **Appoint Electrical, Mechanical and Plumbing Inspectors**

**Resolution No. 090914-09**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**WHEREAS**, the State approved the City's ordinance and application to conduct electrical, mechanical and plumbing inspections; and

**WHEREAS**, the State approved the qualifications of the inspector's submitted by the City, Electrical Inspector Leon Buning of 3157 West Dartmouth, Flint, and the Mechanical and Plumbing Inspector, Robert R. Davis of 629 North Lapeer Street, Davison; and

**WHEREAS**, the City is prepared to begin such inspections and appoint Mr. Buning and Mr. Davis as the City's Electrical, Mechanical and Plumbing Inspectors'.

**NOW, THEREFORE, I Move** the City of Swartz Creek appoint Leon Buning of 3157 West Dartmouth, Flint, as the City's Electrical Inspector and Robert R. Davis of 629 North Lapeer Street, Davison as the City's Mechanical and Plumbing Inspector, and further, direct the City Manager to prepare a contractor's agreement specifying the scope of duties and compensation and bring the agreement back to the Council for review and final approval.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**Delinquent Water-Sewer Accounts**

**(Discussion Topic)**

City Manager Bueche went over the status of delinquent water/sewer accounts.

**MEETING OPENED TO THE PUBLIC**

Tommy Butler, 40 Somerset, questioned whether the other jurisdictions that use Ike cover the expenses for the time that he is used. Chief Clolinger advised that the situation would be just like if another officer crossed jurisdictions to assist.

Boots Abrams thanked everyone for her certificate and recognition.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Krueger talked about visiting ITT Tech. Mr. Krueger spoke to them about using them to produce commercials for to promote the City. Mr. Krueger stated that a lot of the trees along Elms Rd. near the park are dying and he wondered if anyone knew why. He was advised that it was the Ash Bore.

Councilmember Shumaker spoke about the blighted properties being fenced off. Mr. Shumaker was concerned about an open well pit that was full of water at the Grove St. address.

Councilmember Hurt thanked the Police Chief for his presentation, which he found helpful.

Mayor Pro-Tem Porath talked about newspaper articles about some municipalities letting some of their roads go back to gravel. Mr. Porath wondered if the City was at that point yet. City Manager Bueche stated that was probably not a viable option for the City.

**ADJOURNMENT:**

There being no objection, Mayor Abrams declared the meeting adjourned at 9:56 p.m.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

DATE: SEPTEMBER 21, 2009  
TIME: 7:00 PM  
LOCATION: STATION 2  
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:
    - Joseph Edgerton Certificate of Appreciation for 31 years of service
  
- II. APPROVAL OF MINUTES
  - A. AUGUST 17, 2009 MEETING:
  
- III. CORRESPONDENCE:
  - A. AUGUST INCIDENT SUMMARY REPORT:
  
- IV. PROFESSIONAL SERVICE REPORTS:
  - A. AUGUST FINANCIAL REPORT:
  - B. AUGUST BILLS LIST:
  
- V. COMMITTEE REPORTS:
  - A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:
  
  - B. HEALTH AND SAFETY COMMITTEE: Chairman Greg Childers (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)
  
  - C. PERSONNEL COMMITTEE: Chairman Ray Thornton, Richard Derby and David Hurt.
    - Annual Evaluation of the Chief of the Swartz Creek Area Fire Board
  
- VI. OLD BUSINESS:
  - A. APPARATUS UPDATE from Battalion Chief Jack King-
    - 1. Apparatus status report attached
  
  - B. 2008 FUND BALANCE REIMBURSEMENT:
  
  - C. ITEMS FOR DISPOSAL:
    - Only remaining items are the radios that were given to Blumerich Communications to sell on eBay and the old fit testing equipment. All remaining items were either sold, scrapped or destroyed.
  
  - D. BID SPECIFICATION FOR 10 SETS OF TURN OUT GEAR: sealed bids will be presented at the meeting for board opening.

VII. NEW BUSINESS:

- A. MEMBERS FOR PLACEMENT ON PROBATION: none
- B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none
- C. MEMBERS RESIGNING/TERMINATING: none
- D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E.

F.

G.

VIII. GENERAL INFORMATION:

- A. MUNICIPAL BILLINGS for August
- B. The flower fund balance is currently \$30.00.
- C. SCAFD Organizational Chart dated September 14, 2009
- D. Hundred Club Grant letter, with attachments, requesting reimbursement
- E. 2 copies of SOG 209 and 602, attached updated August 23, 2009
- F. Sheriff Pickell thank you letter for participation with the White Oil Division fire in Vienna Township on August 4, 2009.
- G.

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

# REGULAR MEETING

AUGUST 17, 2009

## SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was held at Station #1, August 17, 2009. Chairman, Mike Messer, called the meeting to order at 7:00p.m.

### I. CALL TO ORDER:

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL

### Board Members Present:

- Chairman, Mike Messer
- Clayton Representative, Richard Derby
- Clayton Representative, Greg Childers
- Clayton Representative, Norvel Johnson
- City Representative, Rick Clolinger
- City Representative, Ray Thornton
- City Representative, Dave Hurt

### Board Members Absent:

### Staff Present:

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

### Staff Absent:

### Others Present:

- Jack King, Batt. Chief
- Jeff Kelley, Firefighter
- Joe Yambrick, Firefighter

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

- **Resolution 081709-01**  
Motion by Dave Hurt  
Second by Norvel Johnson

The SCAFD Board does hereby approve the additions of VI.A.2 to the agenda and approve the agenda as amended.

YES: Childers, Clolinger, Derby, Hurt, Johnson, Thornton, Messer  
NO: None Motion declared carried

### D. SPECIAL PRESENTATION:

### II. APPROVAL OF MINUTES

#### A. JUNE 15, 2009 BOARD MEETING

- **Resolution 081709-02**  
Motion by Dave Hurt  
Second by Greg Childers

The SCAFD Board does hereby approve the minutes of the June 15, 2009 board meeting, as presented.

YES: Childers, Clolinger, Derby, Hurt, Johnson, Thornton, Messer  
NO: None Motion declared carried

### III. CORRESPONDENCE:

#### A. JUNE INCIDENT SUMMARY REPORT:

- **Resolution 081709-03**  
Motion by Dave Hurt  
Second by Rick Derby

The SCAFD Board does hereby accept the June 2009 Incident Summary, as presented

YES: Childers, Clolinger, Derby, Hurt, Johnson, Thornton, Messer  
NO: None Motion declared carried

#### B. JULY INCIDENT SUMMARY REPORT:

- **Resolution 081709-04**  
Motion by Dave Hurt  
Second by Rick Derby

The SCAFD Board does hereby accept the July 2009 Incident Summary, as presented

YES: Childers, Clolinger, Derby, Hurt, Johnson, Thornton, Messer  
NO: None Motion declared carried

### IV. PROFESSIONAL SERVICE REPORTS:

#### A. JUNE FINANCIAL STATEMENT:

- **Resolution 081709-05**  
Motion by Rick Derby

Second by Norvel Johnson

The SCAFD Board does hereby approve the June 2009 financial statement, as presented

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

NO: None Motion declared carried

B. JULY FINANCIAL STATEMENT:

- Resolution 081709-06

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the July 2009 financial statement, as presented

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

NO: None Motion declared carried

C. JUNE BILLS LIST:

- Resolution 081709-07

Motion by Norvel Johnson

Second by Dave Hurt

The SCAFD Board does hereby approve the June 2009 bills list, as presented.

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

NO: None Motion declared carried

D. JULY BILLS LIST:

- Resolution 081709-08

Motion by Greg Childers

Second by Dave Hurt

The SCAFD Board does hereby approve the July 2009 bills list, as presented.

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

NO: None Motion declared carried

V. COMMITTEE REPORTS:

A. BY-LAWS COMMITTEE MEETING: NONE

B. HEALTH & SAFETY COMMITTEE: NONE

C. PERSONNEL COMMITTEE: NONE

VI. OLD BUSINESS

A. APPARATUS UPDATE:

1. Monthly report from Batt. Chief King

2. Tanker 23

- Resolution 081709-09

Motion by Greg Childers

Second by Dave Hurt

The SCAFD Board does hereby motion for discussion the repair of T-23.

YES: Unanimous with a show of hands

NO: None Motion declared carried

- Resolution 081709-10

Motion by Ray Thornton

Second by Greg Childers

The SCAFD Board does hereby approve the repair of T-23's alternator by C&S Motors for the approximate cost of \$474.00 plus the cost of belts, and have the air conditioning analyzed with a cost estimate to be given to Chairman Messer.

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

NO: None Motion declared carried

B. 2008 FUND BALANCE REIMBURSEMENT: Waiting on municipalities

C. ITEMS FOR DISPOSAL:

- Resolution 081709-11

Motion by Dave Hurt

Second by Rick Derby

The SCAFD Board does hereby approve the bids from the silent auction for the fire dept's equipment and the recycling and disposal of the remaining equipment that did not sell at the silent auction.

YES: Childers, Clolinger, Derby, Hurt, Johnson, 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: R. Spillane, R. Brandt, J. Edgerton

- Resolution 081709-12

Motion by Dave Hurt

Second by Rick Clolinger

The SCAFD Board does hereby accept the resignations of Ryan Spillane, Robb Brandt, and Joe Edgerton with regret. The Board also directs the Chief to send out letters to those resigning thanking them for their service and to invite J. Edgerton and family to the next board meeting to receive a certificate of appreciation for his 31 years of service.

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

NO: None Motion declared carried

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: NONE

E. ANNUAL PUMP MAINTENANCE AND TESTING::

- Resolution 081709-13

Motion by Dave Hurt

Second by Ray Thornton

The SCAFD Board does hereby grant Chief Cole permission to have Front Line Services perform the annual pump maintenance/testing at a cost of \$1655.00.

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

NO: None Motion declared carried

F. TURN OUT GEAR BID SPECIFICATION:

- Resolution 081709-14

Motion by Dave Hurt

Second by Norvel Johnson

The SCAFD Board does hereby allow Chief Cole to send out bid specifications for 10 sets of turn out gear.

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

NO: None Motion declared carried

G. 2010 BUDGET:

- Resolution 081709-15

Motion by Dave Hurt

Second by Richard Derby

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

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

NO: None Motion declared carried

- Resolution 081709-16

Motion by Dave Hurt

Second by Greg Childers

The SCAFD Board does hereby accept the 2010 budget as presented and directs the Chief to forward the budget to the municipalities for consideration and approval.

YES: Childers, Derby, Hurt, Johnson, Thornton, Messer

NO: Clolinger Motion declared carried

**VIII. GENERAL INFORMATION**

A. MUNICIPAL BILLINGS

B. FLOWER FUND IS CURRENTLY \$30.00

C. SCAFD ORGANIZATIONAL CHART

D. 2008 FEMA GRANT AMENDMENT

E. ELMS RD ELEMENTARY THANK YOU

F. SOG 510

**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:**

Thornton: Thank you for hard work on the budget and equipment disposal

Childers: Echoes comments

Johnson: Thank you for budget-it is a guideline for next year

Clolinger: None

Derby: Thank you for work on budget-good to see a reduction from last year

Hurt: None

Messer: Hope the municipalities recognize the importance of the fire dept and can reach a balance with their other depts. regarding budget cuts.

**XIII. ADJOURNMENT OF MEETING:**

Meeting adjourned at 8:32 p.m. The next regular meeting will be 09/21/09 at Station 2 at 7:00 pm

MIKE MESSER  
CHAIRMAN  
SWARTZ CREEK AREA FIRE BOARD

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 08/01/2009 through 08/31/2009

Printed: 09/15/2009

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
0000112-000 6077 Johnson RD	08/03/2009	21:45	12 611 AMA to Flushing; canceled		19 \$ 0	0.00	0.00 \$ 0		0:08:00
0000113-000 11134 N Saginaw RD	08/04/2009	16:15	12 111 MA to Clio, Comm Structure		22 \$ 0	0.00	30.00 \$ 0		7:20:00
0000114-000 6060 W Bristol RD MS Shelly Pease	08/08/2009	23:00	1 445 Wires Arcing; Thght 2B structure		21 \$ 0	0.00	11.00 \$ 0	KING, JACK L - BATT CHIEF	0:50:00
0000115-000 5038 Hayes ST	08/09/2009	20:42	1 445 Arcing wires, tree branches		20 \$ 0	0.00	7.00 \$ 0	KING, JACK L - BATT CHIEF	0:30:00
0000116-000 97 MT Everest WAY	08/12/2009	13:13	12 611 AMA to Gaines; canceled		9 \$ 0	0.00	0.00 \$ 0		0:09:00
0000117-000 7384 Calkins RD MR William Fast	08/14/2009	19:33	2 142 Brush, or brush-and-grass mixture	MR William Fast	18 \$ 0	7.00	12.00 \$ 0	TABIT, STEPHEN D - CAPTAIN/EM	1:17:00
0000118-000 5464 Seymour RD	08/19/2009	07:52	1 650 Steam from pond mistaken for smoke		12 \$ 0	0.00	11.00 \$ 0	KING, JACK L - BATT CHIEF	0:28:00
0000119-000 125 I 69 HWY MR Louis J Winters	08/19/2009	20:42	1 650 Veh radiator hose steam		18 \$ 0	0.00	12.00 \$ 0	TREIGER, MICHAEL P - LIEUTENANT	0:31:00
0000120-000 3302 Clovertree LN Leon Pratcher	08/21/2009	22:08	12 111 MA to Flint Twp; apt fire		22 \$ 0	0.00	16.00 \$ 0	MERRIAM, ERIC M - ASSISTANT	2:42:00
0000121-000 8325 Burkeshire CIR MS Tranqueva Femster	08/24/2009	09:09	1 600 Left wtr boil on stove; false		16 \$ 0	0.00	2.00 \$ 0	KING, JACK L - BATT CHIEF	0:16:00
0000122-000 3140 Dillon RD	08/30/2009	20:18	12 611 AMA to Flushing, canceled		22 \$ 0	0.00	0.00 \$ 0		0:37:00

Incidents by Shift Including Exposures

No. Resp.	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4
Totals: 199	14:48:00	\$ 0	\$ 0	0	3	8	0	0

The total number of incidents, including exposure fires is 11.

The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT  
Income/Expense Report  
For the Eight Months Ending August 31, 2009

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
<b>Revenues</b>						
3582	OPERATING CONTRIBU	120,458.84	258,971.24	251,860.00	(7,111.24)	(1.03)
3583	EQUIPMENT CONTRIBU	0.00	22,920.00	45,840.00	22,920.00	(0.50)
3628	MISC. INCOME (SUNDR	2.00	15.00	0.00	(15.00)	0.00
3630	GRANT INCOME	0.00	12,655.00	0.00	(12,655.00)	0.00
3664	INVESTMENT INCOME	9.71	81.49	300.00	218.51	(0.27)
3673	SALE OF FIXED ASSETS	104.00	104.00	0.00	(104.00)	0.00
	<b>Total Revenues</b>	<b>120,574.55</b>	<b>294,746.73</b>	<b>298,000.00</b>	<b>3,253.27</b>	<b>(0.99)</b>
<b>Expenses</b>						
4703	SOCIAL SECURITY	1,085.12	8,487.28	11,500.00	3,012.72	0.74
4704	STAFF SALARIES	3,390.72	27,330.64	45,750.00	18,419.36	0.60
4705	MAIN/TRAIN-SALARIES	934.99	7,492.32	15,000.00	7,507.68	0.50
4706	OFFICER SALARIES	1,250.00	8,750.00	15,000.00	6,250.00	0.58
4707	FIREFIGHTERS SALARY	8,608.89	54,508.70	74,000.00	19,491.30	0.74
4708	DEFERRED COMPENSA	356.50	2,294.75	5,900.00	3,605.25	0.39
4709	MEDICAL-FIREFIGHTER	53.00	4,364.00	6,700.00	2,336.00	0.65
4727	OFFICE SUPPLIES	61.83	1,031.51	2,900.00	1,868.49	0.36
4728	BUILDING SUPPLIES	227.04	1,092.92	900.00	(192.92)	1.21
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	597.19	4,384.77	8,650.00	4,265.23	0.51
4801	CONTRACT SERVICES	65.05	2,977.73	7,700.00	4,722.27	0.39
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	188.85	2,083.59	4,200.00	2,116.41	0.50
4910	INSURANCE	0.00	26,235.00	29,900.00	3,665.00	0.88
4920	UTILITIES	753.66	8,457.29	17,000.00	8,542.71	0.50
4960	EDUCATION & TRAININ	1,429.24	14,292.34	7,060.00	(7,232.34)	2.02
4970	OFFICE EQUIPMENT	0.00	2,158.99	240.00	(1,918.99)	9.00
4976	FIRE EQUIPMENT	(127.85)	1,405.49	23,500.00	22,094.51	0.06
4978	FIRE EQUIP.-MAINT/REP	660.25	2,806.45	18,700.00	15,893.55	0.15
4979	FIRE EQUIPMENT-UPGR	0.00	244.96	1,750.00	1,505.04	0.14
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	0.00	10.99	900.00	889.01	0.01
4988	COMPUTER SOFTWARE/	0.00	379.00	750.00	371.00	0.51
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	<b>Total Expenses</b>	<b>19,534.48</b>	<b>180,788.72</b>	<b>298,000.00</b>	<b>117,211.28</b>	<b>0.61</b>
	Net Income/<Loss>	101,040.07	113,958.01	0.00		
3400	FUND BALANCE-Beginni	0.00	28,182.61	0.00		
	<b>Fund Balance-End of Year</b>	<b>101,040.07</b>	<b>142,140.62</b>	<b>0.00</b>		

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

					31-Aug-09
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
8/3/2009	15163	AMERICAN OUTPUT	\$15.05	4801	M/A COPIER
8/3/2009	15164	DOUGLASS SAFETY	\$70.24	4976	CHEST STRAPS
			\$6.78	4727	SHIPPING
8/3/2009	15165	SCAFA	\$396.00	22024	ASSOC DUES
			\$22.80	22025	ASSOC PAGERS
8/3/2009	15166	FRIEND OF THE COURT	\$38.80	22026	FRIEND OF THE COURT
8/3/2009	15167	ICMA	\$510.22	22023	DF COMP EE PORTION
			\$365.50	4708	DF COMP ER PORTION
8/3/2009	15168	TRUDY ONORE	\$50.00	4801	CLEAN STA 1
8/3/2009	15169	P&W PAGING	\$660.25	4978	PAGER/RADIO REPAIR
8/3/2009	15170	PAYROLL	\$8,480.75	1002	PAYROLL-FF
8/10/2009	15171	CHASE	\$2,873.59	22021	SOC.SEC. 07/09
8/10/2009	15172	CITY OF SWARTZ CREEK	\$547.55	4920	UTILITIES-STA 1
8/10/2009	15173	CLAYTON TWP	\$40.51	4920	UTILITIES-STA 2
8/10/2009	15174	GILL ROYS	\$21.84	4741	EQUIPMENT SUPPLIES
8/10/2009	15175	ICMA	\$69.42	22023	DF COMP EE PORTION
8/10/2009	15176	MCLAREN	\$53.00	4709	HEP B INJECTION
8/10/2009	15177	PAYROLL	\$1,175.67	1002	PAYROLL-STAFF
8/10/2009	15178	STATE OF MICHIGAN	\$461.39	22022	07/09 STATE TAX
8/10/2009	15179	SUBURBAN AUTO	\$57.77	4741	EQUIPMENT SUPPLIES
8/10/2009	15180	VALLEY PETROLEUM	\$42.59	4741	FUEL
8/17/2009	15181	COMCAST	\$188.85	4850	PHONE/INTERNET-STA 1
8/17/2009	15182	CONSUMERS ENERGY	\$165.60	4920	UTILITIES-STA 2
8/17/2009	15183	DOUGLASS SAFETY	\$197.55	4741	HELMET SHIELDS
			\$7.08	4727	SHIPPING
8/17/2009	15184	MID AMERICAN SPECIALTIES	\$1,410.60	4960	FIRE PREVENTION-FEMA GRANT
8/17/2009	15185	VISA	\$193.15	4728	TABLE LEGS/RAGS/BUILDING SUPPLIES
			\$18.64	4960	REFRESHMENTS-REHAB SUPPLIES
			\$47.97	4727	OFFICE SUPPLIES
			(\$198.09)	4976	RETURN STOP SIGNS
8/24/2009	15186	ICMA	\$69.42	22023	DF COMP EE PORTION
8/24/2009	15187	LOWES	\$103.09	4741	ID TAG CLIPS
			\$33.89	4728	BUILDING SUPPLIES
8/24/2009	15188	PAYROLL	\$1,178.00	1002	PAYROLL-STAFF
8/24/2009	15189	VALLEY PETROLEUM	\$174.35	4741	FUEL
			(\$2,873.59)	22021	07/09 SOC SEC
			(\$461.39)	22022	07/09 STATE TAX
			\$2,865.70	22021	08/09 SOC SEC PAYABLE
			\$462.94	22022	08/09 STATE TAX PAYABLE
		TOTAL	\$19,543.48		

VOID CHECKS:

8/25/04 COMM MTR  
REVIEW.

## Annual Evaluation of the Chief of the Swartz Creek Area Fire Board

July 2009

Overall, the evaluation results were very positive. As a fire-fighting organization, the department is very effective. High points included pride in the quality of emergency response; the chief's administration, leadership, preparation and organization; and the quality of his reporting. On the other hand...

The officers' pride in a job well done—while very high—was diminished by slow improvements in facilities and equipment and by financing in general.

The budget process needs to be reexamined—from department to board to municipalities.

There are questions about the expectations of the city, especially as relates to budget, capital equipment, and communication.

Safety education is a mixed bag, and results indicate that desired results are not well known. The same is true for public relations.

The matter of personal growth needs to be evaluated before the next annual review; it is not part of the chief's job description, and no one seems to know what is expected. Part of the annual review should include setting a goal for this area if it is to remain.

AS OF: September 15, 2009  
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. <b>Sept. 8:</b> Oil and filter change performed. BC King indicated the rear end should have the oil changed too. Expects to work on it in a couple days.
12	91 Pumper	Station 1	In service.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service. <b>Sept. 15:</b> BC King advised will be taking unit to Scott Tire to have 10 year tire inspection done on Sept. 16 in AM. E12 to be taken to station 2 while work is being performed.
23	92 Tanker	Station 2	In service. <b>Aug. 25:</b> Taken to C&S Motors to replace alternator and have air conditioning analyzed for repair. Due to a \$300 to \$400 cost to charge the air conditioning system before determining what problems there might be, it was decided to leave the air disabled. <b>Sept. 1:</b> Oil and filter change performed.
26	93 Squad	Station 2	In service. <b>Aug. 25:</b> 800 mobile radio discovered not connecting to antenna network (display indicates out of range). Contacted Blumerich Communications. To try and find loose connection with antenna cable. If unable to resolve the problem, will have to have them analysis the problem for repair. <b>Aug. 27:</b> Blumerich came to station 2 and determined the problem was with the antenna coaxial. It was repaired.
27	79 Grass Rig	Station 2	In service. <b>Aug. 31:</b> Oil and filter change performed.

**SWARTZ CREEK AREA FIRE DEPARTMENT**  
 8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

Voice: 810/635-2300  
 Fax: 810/635-7461

**INVOICE**

Invoice Number: 080308  
 Invoice Date: Sep 3, 2009  
 Page: 1  
 Duplicate

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

CLAYTON TOWNSHIP  
 2011 MORRISH ROAD  
 SWARTZ CREEK, MI 48473

Account ID	Description	Due at end of Month	9/30/09
CITY01	Customer ID		
SALES01	Sales ID		
	County		
235.25	FIRE02	12.65	3,047.43
	FIRE SERVICE 08/2009		

Subtotal	3,047.43
Sales Tax	
Total Invoice Amount	3,047.43
Payment/Credit Applied	
<b>TOTAL</b>	<b>3,047.43</b>

Check/Credit Memo No:

**SWARTZ CREEK AREA FIRE DEPARTMENT**  
 8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

Voice: 810/635-2300  
 Fax: 810/635-7461

**INVOICE**

Invoice Number: 090310  
 Invoice Date: Sep 3, 2009  
 Page: 1  
 Duplicate

CLAYTON TOWNSHIP  
 2011 MORRISH ROAD  
 SWARTZ CREEK, MI 48473

CLAYTON TOWNSHIP  
 2011 MORRISH ROAD  
 SWARTZ CREEK, MI 48473

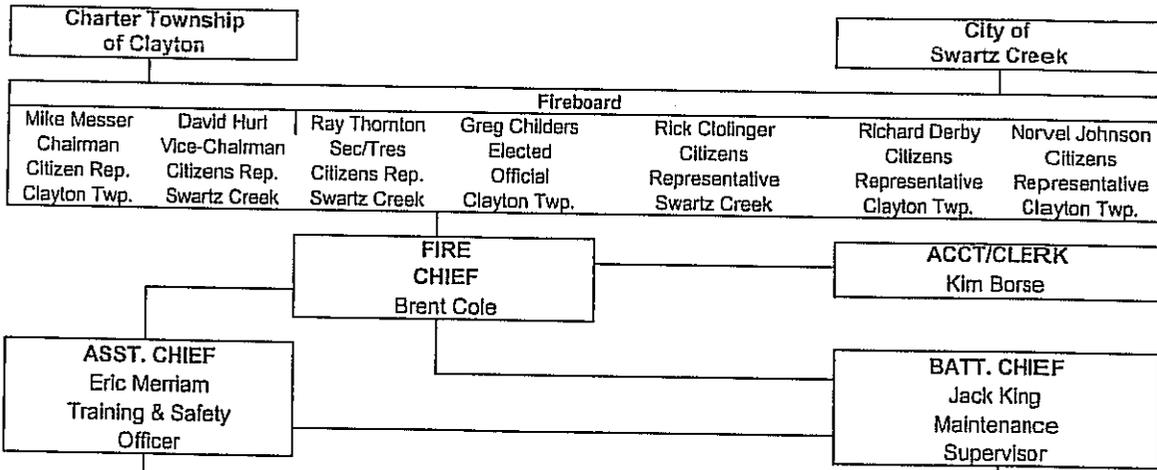
Account ID	Description	Due at end of Month	9/30/09
CLAY01	Customer ID		
SALES01	Sales ID		
	County		
220.25	FIRE02	12.94	2,850.56
	FIRE SERVICE 08/2009		

Subtotal	2,850.56
Sales Tax	
Total Invoice Amount	2,850.56
Payment/Credit Applied	
<b>TOTAL</b>	<b>2,850.56</b>

Check/Credit Memo No:

# Swartz Creek Area Fire Department

## Organization Chart



STATION 1				STATION 2			
Capt. Steve Tabit - Quarter Master				Capt. Dave Plumb - Asst. Qtrmstr, Coordinator, Run % Monitor			
Lt. Mike Treiger - Fire Prevention & Station 1 Assignments				Lt. Dave Jones - Vehicle Inspections & Station 2 Assignments			
Lt. Brendt Cole - Medical & Rehab Supplies				Lt. Rich Tesner - Uniforms			
	Leave Expires	Dir. Res. Start	Off Prob.		Leave Expires	Dir. Res. Start	Off Prob.
FF Rod Armstrong				FF Greg Baker			
FF James Bowers				FF James Barr II			
FF Rick Castano				FF Jarrad Brooks		07/16/07	
FF Tiffany Forbes	Until 09/18/09			FF Ann Christofferson			
<i>FF Daniel Hill</i>			06/15/09	FF Anthony Davis		01/18/05	
FF Jeffrey Jarrad	Until 09/18/09			FF Lori McKerracher		05/31/01	
FF Jeffrey Kelley				FF Tim McKnight			
FF Todd Klumbrue				FF Karen Merriam			
FF Scott Martin				FF Mark Merriam			
FF Walter Melen				<i>FF Ronald Miller</i>			06/15/09
FF Brian Scott				FF Bill Samida			
FF Brian Sipes	Until 12/31/09			FF Steve Webster			
FF Kevin VanArsdale	Unknown	04/15/04		FF Joe Yambrick		7/20/09	
FF Bryan Wistuba							
FS Bob Plumb							
RO Valerie Dow							
On personal leave/Medical=			3	On personal leave/Medical=			0
Suspended=			0	Suspended=			0
Non-Probationary Total =			10	Non- Probationary =			12
Probationary Total =			1	Probationary =			1
Firefighter Subtotal =			14	Firefighter Subtotal =			13
Radio Operators =			1	Radio Operators =			0
Support =			1	Support =			0
Station Personnel Total =			16	Station Personnel Total =			13

(1) probation to be extended due to medical leave

Total Officers =	9
Total Firefighters=	27
Support	1
Radio Operators =	1
Total active =	38

Name in italics = probationary status

Font = Suspension

Font = Leave of absence or sick leave

Firefighters with run direct status= 14 (9 Officers & 5 Firefighters)

Updated: 9/14/2009

Officers =	9
Active non-probationary =	22
Active probationary =	2
Active Radio Operators =	1
Support	1
Suspended=	0
Medical or extended leave =	3
Total dept. force =	38



# 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

September 15, 2009

Mr. Wayne Schaffer, President  
11405 Fawn Valley Trail  
Fenton, MI 48430

RE: The Hundred Club of Flint, Safety Signs \$1200.00 Grant

Dear Mr. Schaffer:

Attached, please find a copy of the invoice and canceled check for thirty-three (33) safety cones, one (1) sign stand, one (1) lane closed sign, and one (1) sign overlay purchased. This purchase was made possible by the generous \$1200.00 grant from the Hundred Club of Flint.

Once again, please express our sincere gratitude to the Hundred Club of Flint. If the documentation, enclosed, is not sufficient to proceed with issuance of the appropriate grant money, please contact me at your convenience.

Sincerely,

Brent Cole  
Fire Chief



**PLEASE REMIT PAYMENT TO:**  
**Douglass Safety Systems LLC \*\***  
 2655 N. M-30  
 Suite #6  
 Sanford, MI 48657  
 Fax: 989-687-7601

**Invoice No:**  
**25070**

**Invoice Date**  
 Jul 2, 2009  
**Sales Order #**

**Invoice To:**  
 SWARTZ CREEK AREA FIRE DEPT.  
 ATTN: ACCTS PAYABLE  
 8100 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

**Ship to:**  
 SWARTZ CREEK AREA FIRE DEPT  
 8100 B CIVIC DRIVE  
 C/O STEVE TABIT  
 SWARTZ CREEK, MI 48473

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
S027	BRENT COLE	Net 30 Days	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
DD006-SR	UPS		8/1/09

Qty Ship	Part Number	Description	Qty B/O	Unit Price	Extension
13.00		#P-39738 - MDI - 28" Cones		21.00	693.00
.00		#3612DLK - MDI - Signstand		135.00	135.00
.00		#48" Right Lane Closed Ahead		164.00	164.00
.00		#Overlay for Sign "LEFT"		30.00	30.00

100 CUB  
6000

**Return Policy\*\* All Returns and Repairs must be called in and Issued a Return Authorization#. All Sizing problems and product discrepancies must be reported within days of receipt of Order. All Footwear sizing exchanges are limited to one exchange per person. All Final Returns are subject to a 20% Restock Fee Plus Shipping Charges. Custom Makeup or Special Order items are not returnable or refundable.**

Subtotal	\$ 1,022.00
Sales Tax	
Freight/Handling	\$ 110.72
Total Invoice Amount	\$ 1,132.72
Visa/Mastercard Chg.	0.00
<b>TOTAL DUE</b>	<b>\$ 1,132.72</b>

AS OF NOVEMBER 1, 2008 WE WILL BE APPLYING A 5% LATE FEE TO ANY INVOICE PAST 30 DAYS PAST DUE.



GUIDELINE: #209

ADOPTED: July 01, 1999

REVIEWED: 10/07/2002

REVISED: 08/23/2009

SUBJECT: ADMINISTRATIVE GUIDELINES: Duties for apparatus checks and hall cleaning (Station Assignments)

PURPOSE: To establish guidelines associated with apparatus checks and hall cleaning duties.

OBJECTIVE: To provide department personnel with specific guidelines for performing and reporting associated deficiencies as applicable.

1. It shall be the responsibility of the designated Maintenance Supervisor to maintain on file all hard copies associated with the apparatus check sheets and/or inspections, for the life of the vehicle.
2. Personnel shall be assigned, on a monthly basis, those duties associated with station assignments. A station assigned Officer shall be designated by the Chief to oversee said assignments.
3. Apparatus checks and hall cleaning duties shall be performed on a weekly basis. It shall be the assigned duty person to determine the day said duties will be performed. **In order that a sufficient number of checks will be performed in the month, the first check will be done within the first 5 days of each month.** However, duties shall not be done any further than ten (10) days or closer than five (5) days between events.
4. In the event an assigned duty person is not available during the interval days, that person shall notify the station responsible Officer of such. In addition, the assigned person shall contact another department firefighter to assume the duties that they will not be available to perform. If they are unable to make substitute contact, the station responsible Officer will then be contacted to advise the same.
5. Any apparatus deficiencies discovered shall be noted on the checklist and, as applicable, a work order form will be filled out and attached to the checklist sheet for disposition by the station's responsible Officer. If the deficiency can be handled by the duty person, a note of the actions taken will be made on the checklist. All work orders will be forwarded to the appropriate person by the station's responsible Officer for dispensation. Once the work order is rectified, a copy of it will be returned to the duty person. The original will be in the appropriate life of the vehicle folder.
6. The hourly compensation of said duties shall be the basis of payment determined by the Fireboard.
7. Failure to comply with this SOG shall include, but not be limited to, disciplinary action.
8. This SOG will take effect on July 1, 1999.

SOG209

08/99

Page 1/1

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7. Failure to comply with this SOG shall include, but not be limited to, disciplinary action.
8. This SOG will take effect on July 1, 1999.

SOG209

08/99

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GUIDELINE: #602

ADOPTED: October 24, 1993

REVIEWED: 04/18/09

REVISED: 09/24/96, 12/31/96, 08/10/99, 05/29/02, 02/23/05, 03/07/05, 05/02/2006, 04/18/2009,  
08/23/2009

SUBJECT: COMMUNICATIONS/RESPONSE: Apparatus Response

PURPOSE: To establish guidelines for appropriate apparatus response

OBJECTIVE: To establish the proper apparatus and order of apparatus response to specific types of incidents

1. When a call for an emergency, or non-emergency, incident is received by the SCAFD the apparatus and personnel response shall be predicated upon the following factors:
  - A. Safety and well being of SCAFD employees AND the citizens of the SCAFD fire district.
  - B. Movement of appropriate apparatus and equipment sufficient to initiate mitigation efforts on the emergency scene.
2. Apparatus shall respond according to the current "Apparatus Response Schedule" as posted at each station.
3. Apparatus shall respond in the order listed on the Apparatus Response Schedule.
4. Class A pumper shall be used as the main pumper on all structure fires.
5. Department personnel are required to ride within enclosed cabs on all apparatus.
6. Apparatus shall leave the station with a minimum of three (3) department personnel whenever possible.
7. Squad 16 and Squad 26 shall be used to transport manpower whenever possible.
8. The first apparatus at the hydrant shall set up the hydrant for use for the duration of the incident.
9. Direct response authorized personnel shall comply with the incident direct response directive or future drafted SOG, whichever applies
10. Those direct responders shall not respond to a fire district scene until all units required to respond have done so.
11. Under no circumstances shall personnel respond to incident emergencies, whether potential or actual, without proper dispatching of the SCAFD. Central Dispatch, unless otherwise directed by a Chief officer, shall be used. Use 911 to report the incident or a radio if no phone is available.
12. It shall be the responsibility of the driver (and driver only) to utilize the apparatus siren with emergency lights. Considerations such as blind spots, pedestrians or other obstructions, that may limit apparatus visibility by civilians, shall be considered when using sirens.

SOG602

08/09

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## Apparatus Response Schedule

Structure Fire:

Residential/Commercial 11-12-16-21-23 and 26 as needed

Fire Alarms:

Treat as a structure fire unless 911 advises that the alarm company is canceling the alarm. Then at least 1 (POV and/or 1 Engine) unit will continue to confirm the status and retrieve the report information. Once a POV confirms the alarm to be false, the Engine can then be canceled.

	<u>Station 1</u>	<u>Station 2</u>
<u>Vehicle Related Alarms (1):</u>		
Minor (order of response)	11-12	21-12
Major (commercial, industrial)	11-12-23	21-12-23
All vehicle fires on I-69	11-12	N/A
<u>Extrication Alarms: (2)</u>	11-21	21-11
<u>Grass/Brush Fires: (3)</u>	17-27 (4)	27-17-(4)
<u>Open Burn:</u>	17 (3)	27 (3)
<u>Bomb Threat: (5)</u> "CODE A"	11-12	21-23-12
	Alarm will be dispatched as a "Stand-by" if no device has been found. Info regarding incident will be on the printer. If a response is needed, stage one block away and wait. NO RADIO TRAFFIC. If a bomb is detonated, it will be treated as a structure fire. REFERENCE SOG #612 for further info.	
<u>Medical/Lift Assist:</u>	11	21
<u>Other (unknown smoke investigation &amp; etc):</u>	11 (3)	21 (3)

- (1) Respond Squad 26 Code 1 with 3 for traffic control.
- (2) Respond 16 at night for lights. Personnel as needed.
- (3) Initial response will be Code 1 until size up or 911 indicates the necessity to upgrade.
- (4) Cancel other stations if can handle grass fire alone.
- (5) It is the intention to keep at least 11 or 21 at a station to prevent loss of both. Use the telephone between station 1 & 2 to determine response if not obvious.

County Coordination:

Personnel Only: 16 (with 5 person crew + driver)  
 Pump and Personnel to scene: 12 (with 5 person crew)  
 Pump and Personnel to station: 11 or 21 (with 5 person crew + driver)  
 Air System ONLY: 16 (with 2 personnel)  
 Tanker: 23 (with 2 personnel max.)  
 Special Request - Officer Discretion

Special Note: Professional courtesy between SCAFD stations and common sense shall play an important role in the response decision process. It should also be noted, the time of day shall also play an important roll in the response schedule.

SOG602

08/09

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MUTUAL AID RESPONSE SCHEDULE

FLUSHING	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	E-21 (with full crew)=Hydrant areas PLUS: ~Non-hydrants = T-23 FIRST OUT (Maximum 2) ~S-16 shall respond towards Station 2 to insure all required apparatus have responded.	Stand by at station=E-21 Additional Personnel/Air=S-16 (with 5 person crew) Air only=S-16 (maximum 2 person crew) Grass Fires=G-27 Extrication=E-21 (with 26 supplement)

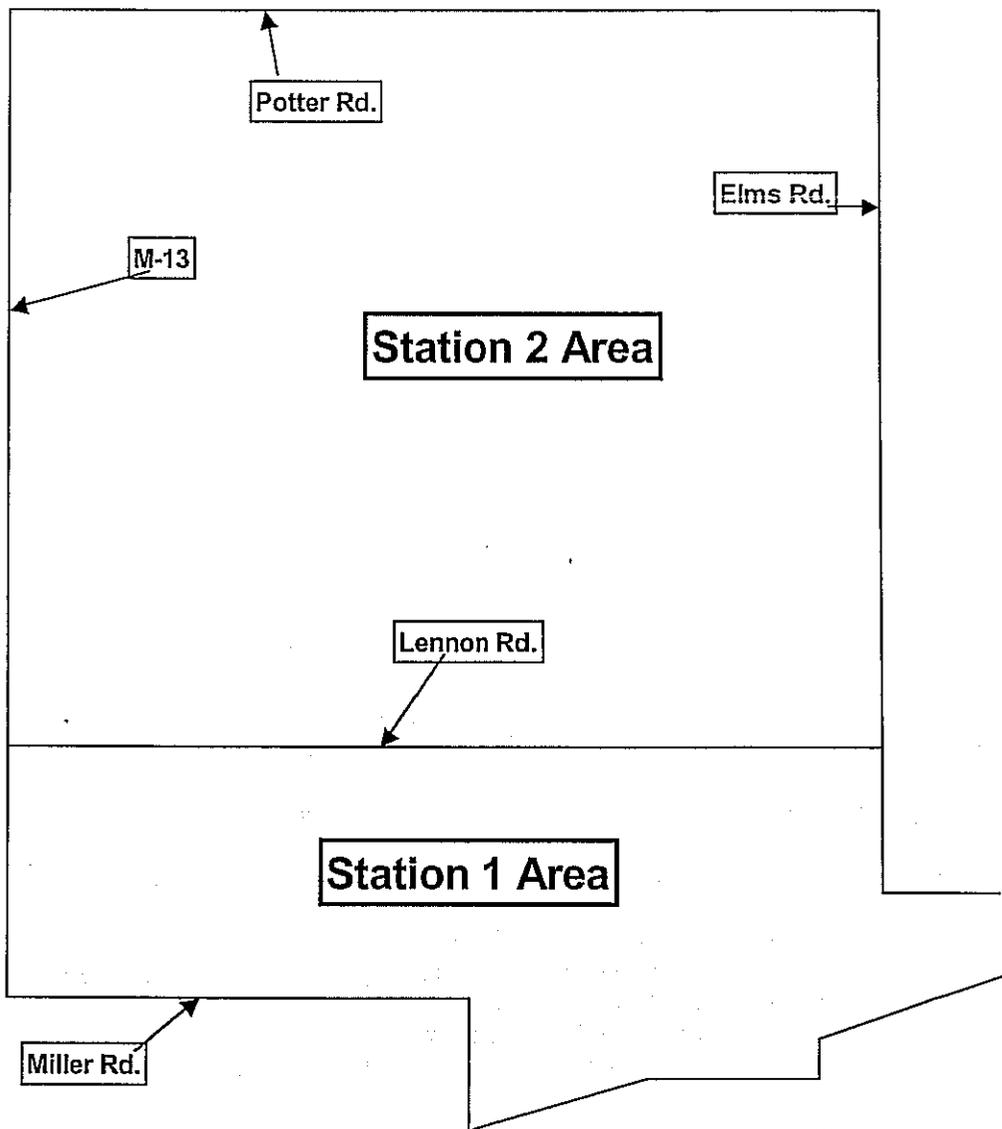
GAINES	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	Pump/Personnel to scene=E-12 (with 5 person crew) If the location could indicate a first on status by a SCAFD unit, E11 may be substituted for E12. PLUS: Non hydrant areas=T23 (maximum 2 person crew)	Stand by at station=E-11 Additional Personnel/Air=S16 (with 5 person crew) Air Only=S-16 (maximum 2 person crew) Grass Fires=G-17 Extrication=E-11

VENICE	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	<i>Examine Venice Township maps to be aware of appropriate response. If do not know where you are going, USE THE MAPBOOK!</i> NOTE: The dividing line that determines which stations respond "personnel" is Lennon Rd. All addresses on both sides of Lennon Rd. & south (south half)=Station 1. All addresses North of Lennon Rd. (north half)= Station 2 Tanker 23 responds to all alarms. North half=E21 (with Thermal Imager) South half=E11	Stand by at station=E-11/E-21 Additional Personnel/Air=S-16 (with 5 person crew) Air Only=S-16 (maximum 2 person crew) Grass Fires=G-27 (north), G-17 (south) Extrication=E21 (north), E11 (south)

FLINT/MUNDY		
	Stand by at station=E-11 or E-21 (Depending on Location) Pump/Personnel to scene=E-12 (with 5 person crew) Tanker Only=T-23 (maximum 2 person crew) Personnel/Air=S-16 (with 5 person crew) Air Only=S-16 (maximum 2 person crew) Grass Fires=G-17 or G-27 (Depending on Location) Extrication=E-11 or E-21 (Depending on Location)	

ALL OTHERS: Model after above responses with OFFICER discretion.

Special Note: Common sense will play an important role in all responses; situations may call for altering of the response schedule. Request resources from other departments, to cover the fire district, if coordination is not in effect.



**ASSIGNED FIRST RUN TERRITORIES**

- \* The first apparatus ready for response shall proceed to the address whether or not it is the properly assigned apparatus.
- \* When the assigned apparatus is properly manned, it shall respond and inform the first responding apparatus of same. The first apparatus can be canceled or sent Code 1.\*
- \* 41-11 and 41-12 shall respond on all I-69 incidents.
- \* Incidents on roads that act as boundary lines will be responded by both stations with the first arriving unit being the designated responder.

GUIDELINE: #602

ADOPTED: October 24, 1993

REVIEWED: 04/18/09

REVISED: 09/24/96, 12/31/96, 08/10/99, 05/29/02, 02/23/05, 03/07/05, 05/02/2006, 04/18/2009, 08/23/2009

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5. Department personnel are required to ride within enclosed cabs on all apparatus.
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SOG602

08/09

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Minor (order of response)	11-12	21-12
Major (commercial, industrial)	11-12-23	21-12-23
All vehicle fires on I-69	11-12	N/A

Extrication Alarms: (2) 11-21 21-11

Grass/Brush Fires: (3) 17-27 (4) 27-17-(4)

Open Burn: 17 (3) 27 (3)

Bomb Threat: (5) 11-12 21-23-12

"CODE A"

Alarm will be dispatched as a "Stand-by" if no device has been found. Info regarding incident will be on the printer. If a response is needed, stage one block away and wait. NO RADIO TRAFFIC. If a bomb is detonated, it will be treated as a structure fire. REFERENCE SOG #612 for further info.

Medical/Lift Assist: 11 21

Other (unknown smoke investigation & etc): 11 (3) 21 (3)

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Pump and Personnel to scene: 12 (with 5 person crew)

Pump and Personnel to station: 11 or 21 (with 5 person crew + driver)

Air System ONLY: 16 (with 2 personnel)

Tanker: 23 (with 2 personnel max.)

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SOG602

08/09

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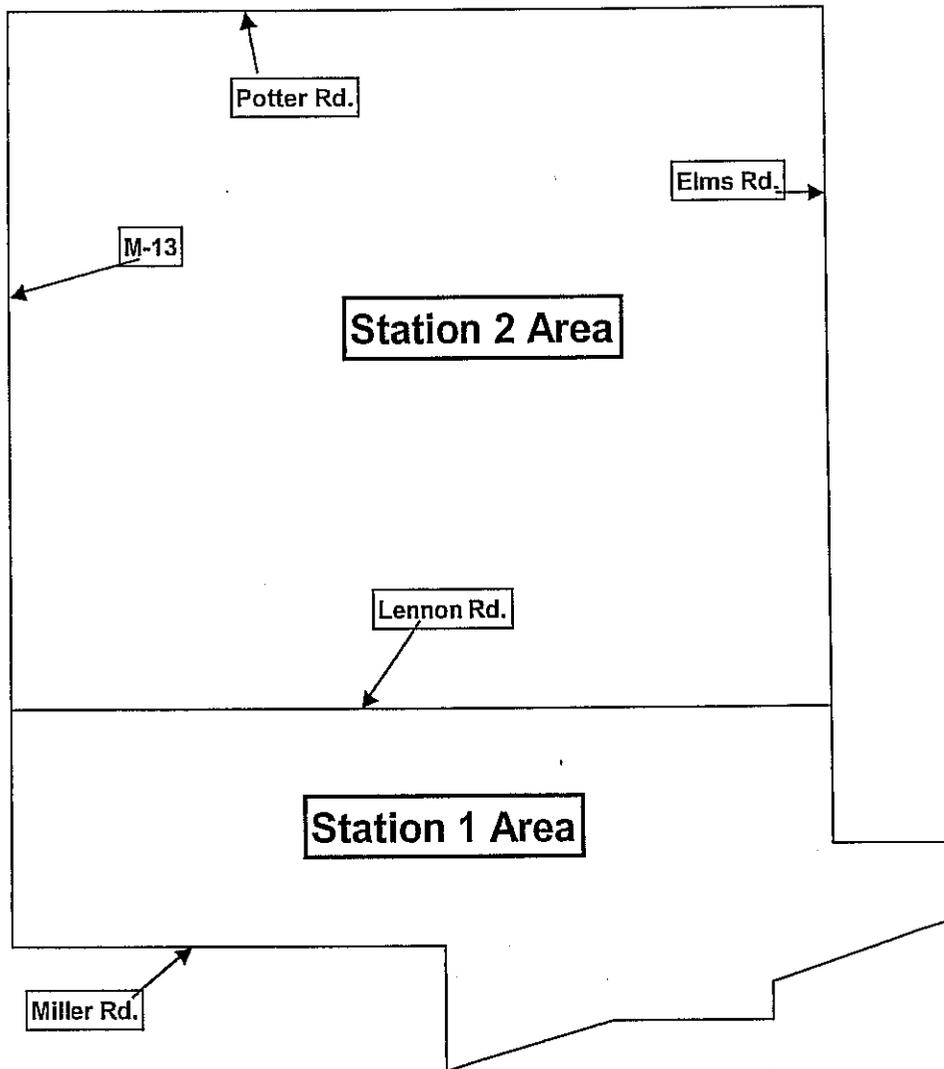
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# Office of Genesee County Sheriff

Robert J. Pickell - Sheriff  
James Gage - Undersheriff  
1002 S. Saginaw, Flint, MI 48502  
(810) 257-3406  
(810) 257-3077 FAX

August 24, 2009

Chief Brent Cole  
Swartz Creek Fire Department  
8100 Civic Dr.  
Swartz Creek, MI 48473



Dear Chief Cole:

I want to express my sincere thanks for all your help during the August 4, 2009 fire at the Michigan Petroleum Technologies – White Oil Division in Vienna Township. My Office has a contract to provide public safety for the citizens of Vienna Township. The commanders from my Office, Captain Becker and Lieutenant Heath, highly praised your department and the heroism of your firefighters.

You have shown your dedication to serving, not only those citizens in your jurisdiction, but all citizens in need. While there were no serious injuries, your firefighters went head on into danger to protect those in Vienna Township, and I am forever grateful.

It is refreshing to know that we can all unite as one unit on such short notice and provide such successful results. If you are ever in need, do not hesitate to contact my Office for assistance.

Very truly yours,

  
ROBERT J. PICKELL  
SHERIFF

*Thanks Brent!*

*Swartz Creek Area Senior Citizens, Inc.*  
**Genesee County, Michigan**

Audited Financial Report  
June 30, 2009

*Lehn L. King*  
Certified Public Accountant  
Marlette, Michigan

# Swartz Creek Area Senior Citizens, Inc.

Annual Financial Report  
For The Year Ended June 30, 2009

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Members of the Senior Center Board  
**Swartz Creek Area Senior Citizens, Inc.**  
Genesee County, Michigan

**Independent Auditor's Report**

I have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Swartz Creek Area Senior Citizens, Inc. as of and for the year ended June 30, 2009, which collectively comprise the Senior Center's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Swartz Creek Area Senior Citizens, Inc.'s management. My responsibility is to express opinions on these financial statements based on my audit.

I conducted the audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that the audit provides a reasonable basis for my opinions.

In my opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Swartz Creek Area Senior Citizens, Inc. as of June 30, 2008, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

The Senior Center has not presented Management's Discussion and Analysis that accounting principles generally accepted in the United States of America have determined is necessary to supplement, although not required to be part of, the financial statements.

The budgetary comparison information listed in the table of contents is not a required part of the basic financial statements, but is supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of Management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

*Lehn King*

Lehn L. King  
Certified Public Accountant

September 2, 2009

# Swartz Creek Area Senior Citizens, Inc.

Statement of Net Assets (Deficit)

June 30, 2009

	<u>Primary Government Governmental Activities</u>
<b><u>Assets</u></b>	
Cash & Cash Equivalents	\$ 317,420.42
Accounts Receivable	42,908.21
Prepaid Expenses	1,597.00
Capital Assets (Net of Accumulated Depreciation)	<u>114,374.26</u>
 Total Assets	 476,299.89
<b><u>Liabilities</u></b>	
Accrued Wages Payable	2,394.40
Deferred Revenue - Trips & Millage	<u>72,864.00</u>
 Total Liabilities	 <u>75,258.40</u>
<b>Net Assets (Deficit)</b>	
Invested in Capital Assets - Net of Related Debt	114,374.26
Unrestricted	<u>286,667.23</u>
 Total Net Assets (Deficit)	 <u>\$ 401,041.49</u>

The notes are an integral part of the statements.

# Swartz Creek Area Senior Citizens, Inc.

Statement of Activities  
For the Year Ended June 30, 2009

	Program Revenues			Net (Expense) Revenue & Changes in Net Assets
Expenses	Charges for Services	Operating Grants & Contributions	Capital Grants & Contributions	Primary Governmental Activities
<b>Functions/Programs</b>				
Primary Government:				
Governmental Activities:				
Recreation & Culture	\$ 245,401.00	\$ 39,622.23	\$ 35,721.55	\$ (170,057.22)
<u>Total Governmental Activities</u>	<u>\$ 245,401.00</u>	<u>\$ 39,622.23</u>	<u>\$ 35,721.55</u>	<u>\$ (170,057.22)</u>
General Revenues:				
Intergovernmental Revenues				\$ 162,275.01
Interest				9,296.09
Other Revenues				7,561.51
Total General Revenues, Special Items & Transfers				<u>179,132.61</u>
Change in Net Assets				9,075.39
Net Assets (Deficit) - Beginning of Year				<u>391,966.10</u>
Net Assets (Deficit) - End of Year				<u>\$ 401,041.49</u>

The notes are an integral part of the statements.

# Swartz Creek Area Senior Citizens, Inc.

## Governmental Funds

### Balance Sheet

June 30, 2009

	<b>General Fund</b>	<b>Total Governmental Funds</b>
<b><u>Assets</u></b>		
Cash & Certificates of Deposit	\$ 317,420.42	\$ 317,420.42
Accounts Receivable	42,908.21	42,908.21
Prepaid Expenses	1,597.00	1,597.00
	<b>Total Assets</b>	<b>Total Assets</b>
	\$ 361,925.63	\$ 361,925.63
<b><u>Liabilities &amp; Fund Equity</u></b>		
<b><u>Liabilities</u></b>		
Accrued Wages Payable	\$ 2,394.40	\$ 2,394.40
Deferred Revenue - Trips & Millage	72,864.00	72,864.00
	<b>Total Liabilities</b>	<b>Total Liabilities</b>
	75,258.40	75,258.40
<b><u>Fund Equity</u></b>		
Fund Balance		
- Unreserved & Undesignated	286,667.23	286,667.23
<b><u>Total Fund Balances</u></b>	<b>Total Fund Balances</b>	<b>Total Fund Balances</b>
	286,667.23	286,667.23
<b><u>Total Liabilities &amp; Fund Equity</u></b>	<b>Total Liabilities &amp; Fund Equity</b>	<b>Total Liabilities &amp; Fund Equity</b>
	\$ 361,925.63	\$ 361,925.63

The notes are an integral part of the statements.

**Swartz Creek Area Senior Citizens, Inc.**

Governmental Funds  
Reconciliation of Fund Balances to the  
Statement of Net Assets (Deficit)  
For The Year Ended June 30, 2009

**Total Fund Balances for Governmental Funds** \$ 286,667.23

Amounts reported for Governmental Activities in the Statement of  
Net Assets (Deficit) are different because:

Capital Assets used in Governmental Activities are not Financial  
Resources and are not reported in the Funds 114,374.26

**Net Assets of Governmental Activities** \$ 401,041.49

The notes are an integral part of the statements.

# Swartz Creek Area Senior Citizens, Inc.

Governmental Funds  
Statement of Revenues, Expenditures, And Changes  
in Fund Balances  
For The Year Ended June 30, 2009

	<u>General</u> <u>Fund</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
<b><u>Revenues</u></b>		
Property Taxes	\$ 162,275.01	\$ 162,275.01
Charges for Services	39,622.23	39,622.23
Grant Proceeds	6,771.00	6,771.00
Interest Earnings	9,296.09	9,296.09
Contributions & Donations	28,950.55	28,950.55
Other Revenues	7,561.51	7,561.51
<u>Total Revenues</u>	<u>254,476.39</u>	<u>254,476.39</u>
<b><u>Expenditures</u></b>		
Recreation & Culture	230,683.97	230,683.97
Capital Outlay	95,719.67	95,719.67
<u>Total Expenditures</u>	<u>326,403.64</u>	<u>326,403.64</u>
<b>Net Change in Fund Balances</b>	(71,927.25)	(71,927.25)
<b><u>Fund Balance - Beginning of Year</u></b>	<u>358,594.48</u>	<u>358,594.48</u>
<b><u>Fund Balance - End of Year</u></b>	<u>\$ 286,667.23</u>	<u>\$ 286,667.23</u>

The notes are an integral part of the statements.

**Swartz Creek Area Senior Citizens, Inc.**

Governmental Funds

Reconciliation of Statement of Revenues, Expenditures,  
and Changes in Fund Balances of Governmental Funds  
to the Statement of Activities  
For The Year Ended June 30, 2009

**Net Change in Fund Balances - Total Governmental Funds** \$ (71,927.25)

Amounts reported for Governmental Activities in the Statement of  
Activities are different because:

Governmental Funds report Capital Outlays as Expenditures;  
in the Statement of Activities, these costs are capitalized and  
allocated over their estimated useful lives as Depreciation 95,719.67

Depreciation is an Expenditure for the Statement of  
Activities, but is not reported in the Governmental Funds (14,717.03)

**Net Change in Net Assets of Governmental Activities** \$ 9,075.39

The notes are an integral part of the statements.

# Swartz Creek Area Senior Citizens, Inc.

Notes to the Financial Statements  
For The Year Ended June 30, 2009

The accounting methods and procedures adopted by the Swartz Creek Area Senior Citizens, Inc. conform to generally accepted accounting principles in the United States of America as applied to governmental entities. The following notes to the financial statements are an integral part of the Senior Center's Comprehensive Annual Financial Report.

## 1. Organization and Purpose

### Financial Reporting Entity

The Swartz Creek Area Senior Citizens, Inc. was incorporated in March of 1982 under the provisions of the Internal Revenue Code 501(c)(3). As required by generally accepted accounting principles, the financial statements of the reporting entity include only those of the Senior Center (the primary government). The purpose of the Senior Center is to (a.) identify and meet the needs of senior citizens through programs designed to provide services in the areas of information and referral, education, health screening, nutrition, the arts, recreation, leadership development, personal growth, self-worth, and community involvement; and (b.) to maintain the Senior Center which shall serve as a community focal point and resource on aging. The governing body of the Senior Center is made up of a nine (9) member board composed of six (6) elected from and by the General Membership of the Corporation and three (3) appointed officials to represent the service area.

## 2. Summary of Significant Accounting Policies

### Government-wide and Fund Statements Fund

The Government-wide Financial Statements (i.e., the Statement of Net Assets (Deficit) and the Statement of Activities) report information on all the nonfiduciary activities of the Senior Center (the primary government). The effect of interfund activity has been removed from these statements. Governmental activities, normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function (governmental activities) or identifiable activity (business-type activities) is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or activity. Program revenues include: (1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or activity; and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or activity. Taxes and other revenue items properly excluded from program revenues are reported as general revenue.

Separate financial statements are provided for governmental funds, and fiduciary funds, even though the latter are excluded from the Government-wide Financial Statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

The Senior Center reports the following major governmental funds:

**General Fund** - The General Fund is the Senior Center's primary operating fund. It accounts for all financial resources of the general government.

# Swartz Creek Area Senior Citizens, Inc.

Notes to the Financial Statements  
For The Year Ended June 30, 2009

### 3. Measurement Focus and Basis of Accounting

The Government-wide Financial Statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental Fund Financial Statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period in which they become susceptible to accrual - that is, when they become both measurable and available. Revenue is considered to be available if it is collected within the current period or soon enough thereafter to pay liabilities of the current period, generally collected within 60 days of the end of the current fiscal period. Revenues susceptible to accrual include property taxes, intergovernmental revenues, special assessments, licenses, charges for services, and interest. All other revenue items are considered to be available only when cash is received by the Senior Center. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, and claims and judgments are recorded only when payment is due.

**Cash** - The Senior Center's cash and cash equivalent are comprised of a checking account and several certificates of deposit (with various maturity dates).

**Vacation, Sick Leave, & Other Compensated Absences** - Vacation days are earned by full time employees at a rate from ten to fifteen days per year with unused days at year-end being forfeited. Sick days are earned by full time employees at a rate of twelve days per year. Sick days are cumulative from year to year, not to exceed ninety (90) days accumulation. The employees do not have a vested right to their sick leave accumulation. When an employee terminates, all unused sick leave accumulation shall be forfeited by the employee. The estimate maximum contingent liability for these benefits (calculated at current pay rates) as of June 30, 2009 is approximately \$1,560.

**Capital Assets** - Capital assets, which include buildings and equipment, are reported in the applicable governmental column in the Government-wide Financial Statements. Capital assets are defined by the Senior Center as assets with an initial individual cost of more than \$1,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. Capital assets are depreciated using the straight-line method.

**Fund Equity** - In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

**Use of Estimates** - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

# Swartz Creek Area Senior Citizens, Inc.

Notes to the Financial Statements  
For The Year Ended June 30, 2009

## 4. Stewardship, Compliance, and Accountability

### Budgetary Information

The Senior Center is legally subject to the budgetary control requirements of State of Michigan P.A. 621 of 1978 (the Uniform Budgeting Act). The following statements represent a brief synopsis of the major provisions of this Act:

- a. Budgets must be adopted for the General Fund.
- b. The budgets must be balanced. The balanced budget may include a contribution to or appropriation from fund balance.
- c. The budgets must be amended when necessary.
- d. Debt cannot be entered into unless permitted by law.
- e. Expenditures cannot exceed budget appropriations.
- f. Expenditures cannot be made unless authorized in the budget.
- g. Public hearings must be held before budget adoptions.

In the body of the financial statements, the Senior Center actual expenditures and budgeted expenditures for the budgetary funds have been shown on a functional basis. The budget is used by the Senior Center Board as a management tool during the year for all budgetary funds. The budgets are adopted on a cash basis, which is not consistent with generally accepted accounting principles. Budgetary control is exercised at the departmental level. The budget for the General Fund is presented in the required supplemental information.

During the year ended June 30, 2009, the Senior Center incurred expenditures in certain budgetary funds which were in excess of the amounts appropriated, as follows:

	<u>Total Appropriations</u>	<u>Amount of Expenditures</u>	<u>Budget Variance</u>
NONE			

# Swartz Creek Area Senior Citizens, Inc.

Notes to the Financial Statements  
For The Year Ended June 30, 2009

## 5. Cash and Investments

Michigan Compiled Laws, Section 129.91, authorizes the Local Unit to deposit and invest in the accounts of Federally insured banks, credit unions, and savings and loan associations; bonds, securities and other direct obligations of the United States, or any agency or instrumentality of the United States; United States government or Federal agency obligation repurchase agreements; bankers' acceptance of United States banks; commercial paper rated by two standard rating agencies within the two highest classifications, which mature not more than 270 days after the date of purchase; obligations of the State of Michigan or its political subdivisions which are rated investment grade; and mutual funds composed of investment vehicles which are legal for direct investment by local units of government in Michigan. Financial institutions eligible for deposit of public funds must maintain an office in Michigan.

The Senior Center has designated three banks for the deposit of Senior Center funds. The investment policy adopted by the Senior Center is in accordance with Public Act 196 of 1997. The Board has authorized investment in bank accounts and CDs, but not the remainder of State statutory authority as listed above. The Board's deposits are in accordance with statutory authority. All cash deposits and investments of the Senior Center are held by the Center in the Senior Center's name.

At year end, the deposits and investments were reported in the basic financial statements in the following categories:

	<u>Governmental Activities</u>	<u>Total Primary Government</u>
Cash & Cash Equivalents	<u>\$ 317,420</u>	<u>\$ 317,420</u>

The breakdown between deposits and investments is as follows:

	<u>Primary Government</u>
Bank Deposits (Checking & Savings Accounts, CDs)	<u>\$ 317,420</u>

The bank balance of the primary government's deposits is \$317,420, of which \$317,420 is covered by federal depository insurance and \$-0- is collateralized with U.S. Treasury securities held by the pledging financial institution's trust department in the Senior Center's name.

### Custodial Credit Risk of Bank Deposits

Custodial credit risk is the risk that in the event of a bank failure, the Senior Center's deposits may not be returned to it. The Senior Center does not have a deposit policy for custodial credit risk. At year end, the Senior Center had \$-0- of bank deposits (certificates of deposit, checking, and savings accounts) that were uninsured and uncollateralized. The Senior Center evaluates each financial institution with which it deposits funds and assesses the level of risk of each institution; only those institutions with an acceptable estimated risk level are used as depositories.

### Credit Risk

State law limits investments in commercial paper to the top two ratings issued by nationally recognized statistical rating organizations. The Senior Center's investment policy does not further limit its investment choices.

At year end, there were no deposits and investments reported in the basic financial statements with additional credit risk.

# Swartz Creek Area Senior Citizens, Inc.

Notes to the Financial Statements  
For The Year Ended June 30, 2009

## 6. Capital Assets

Capital Assets activity of the Senior Center's governmental activities was as follows:

	<u>Balance July 1, 2008</u>	<u>Additions</u>	<u>Disposals &amp; Adjustments</u>	<u>Balance June 30, 2009</u>
<b>Governmental Activities:</b>				
Capital Assets Being Depreciated:				
Equipment	\$ 71,588	\$ 95,720	\$ -	\$ 167,308
Total Capital Assets being Depreciated	71,588	95,720	-	167,308
Accumulated Depreciation:				
Equipment	38,217	14,717	-	52,934
Total Accumulated Depreciation	38,217	14,717	-	52,934
<b>Net Capital Assets</b>	<u>\$ 33,371</u>	<u>\$ 81,003</u>	<u>\$ -</u>	<u>\$ 114,374</u>

Depreciation expense was charged to programs of the primary government as follows:

Recreation & Culture	\$ 14,717
Total Governmental Activities	<u>\$ 14,717</u>

## 7. County Millage and Property Taxes

Genesee County passed a ten-year millage that will provide revenue to the local senior centers. For the year then ended June 30, 2009, the Senior Center received \$162,275 from the County.

Effective July 1, 2001, the City of Swartz Creek levies, on July 1st, one-half of one mill real and personal property taxes for a period of ten years to provide services and operating costs for senior programs provided through a contract with the Swartz Creek Area Senior Citizens, Inc. The delinquent real property taxes for the Senior Center are purchased by the County, and delinquent personal property taxes continue to be collected by the City and recorded as revenue as they are collected. The County sells tax notes, the proceeds of which have been used to pay the City for these delinquent real property taxes. These delinquent real property taxes are remitted to the Senior Center and have been recorded as revenue in the current year.

## 8. Long -Term Debt

The Senior Center has no Long-Term Debt.

## 9. Facilities

The City of Swartz Creek contributes approximately one-half of the City Library building, which allows approximately 2,125 square feet of space, for use as a Senior Citizen Center by the Organization. The Senior Citizens Center shall serve as a community focal point and resource on aging. Membership is open to all persons who have reached the age of 50 and maintain residency within the service area.

# Swartz Creek Area Senior Citizens, Inc.

Notes to the Financial Statements  
For The Year Ended June 30, 2009

## 10. Defined Contribution Plan

Swartz Creek Area Senior Citizens, Inc. contributes to a retirement plan for all full-time employees. The contributions are based on 6% of the full-time employee's payroll. The fund is an Individual Retirement Account that is held in the employee's name. Retirement funds are deposited on a quarterly basis and the expense to the Senior Center for the year ended June 30, 2009 was \$4,440.00.

## 11. Post Employment Benefits

The Senior Center does not provide any post employment benefits.

## 12. Risk Management

The Senior Center is exposed to various risks of loss related to property loss, torts, errors and omissions, employee injuries, as well as medical and workman's compensation benefits provided to employees. The Senior Center has purchased commercial insurance for the various risks of loss stated above.

Settled claims for the commercial insurance have not exceeded the amount of coverage in any of the past three years. There was no reduction in coverage's obtained through commercial insurance during the past year.

**Required Supplemental Information**

## Swartz Creek Area Senior Citizens, Inc.

Required Supplemental Information  
Budgetary Comparison Schedule  
Senior Center  
For The Year Ended June 30, 2009

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance with Amended Budget</u>
<b><u>Revenues</u></b>				
Property Taxes	\$ 151,673.00	\$ 190,000.00	\$ 162,275.01	\$ (27,724.99)
Charges for Services - Trips	30,000.00	30,000.00	39,622.23	9,622.23
Grant Proceeds	8,000.00	7,000.00	6,771.00	(229.00)
Interest Earnings	7,000.00	9,000.00	9,296.09	296.09
Contributions & Donations	30,000.00	30,000.00	28,950.55	(1,049.45)
Other Revenues	38,666.00	47,000.00	7,561.51	(39,438.49)
<b><u>Total Revenues</u></b>	<b><u>265,339.00</u></b>	<b><u>313,000.00</u></b>	<b><u>254,476.39</u></b>	<b><u>(58,523.61)</u></b>
<b><u>Expenditures</u></b>				
<b>Recreation &amp; Culture</b>				
Wages & Payroll Taxes	115,000.00	118,000.00	96,103.69	21,896.31
Administration	46,000.00	45,500.00	23,953.79	21,546.21
Operating Activities	229,566.00	142,100.00	110,626.49	31,473.51
<b>Capital Outlay</b>	<b><u>25,000.00</u></b>	<b><u>96,000.00</u></b>	<b><u>95,719.67</u></b>	<b><u>280.33</u></b>
<b><u>Total Expenditures</u></b>	<b><u>415,566.00</u></b>	<b><u>401,600.00</u></b>	<b><u>326,403.64</u></b>	<b><u>75,196.36</u></b>
<b>Net Change in Fund Balances</b>	<b>(150,227.00)</b>	<b>(88,600.00)</b>	<b>(71,927.25)</b>	<b>16,672.75</b>
<b>Fund Balance - Beginning of Year</b>	<b><u>200,000.00</u></b>	<b><u>353,786.00</u></b>	<b><u>358,594.48</u></b>	<b><u>4,808.48</u></b>
<b>Fund Balance - End of Year</b>	<b><u>\$ 49,773.00</u></b>	<b><u>\$ 265,186.00</u></b>	<b><u>\$ 286,667.23</u></b>	<b><u>\$ 21,481.23</u></b>

September 2, 2009

**Swartz Creek Area Senior Citizens, Inc.**  
8095 Civic Drive  
Swartz Creek, MI 48473-1838

Members of the Board:

I have audited the financial statements of the governmental activities of the Senior Center for the year ended June 30, 2009, and have issued my report thereon dated September 2, 2009. Professional standards require that I provide you with the following information related to my audit.

**My Responsibility under U.S. Generally Accepted Auditing Standards**

As stated in my engagement letter dated December 15, 2008, my responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. My audit of the financial statements does not relieve you or management of your responsibilities.

**Planned Scope and Timing of the Audit**

I performed the audit according to the planned scope and timing previously communicated to you.

**Significant Audit Findings**

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of my engagement letter, I will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the Senior Center are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ending June 30, 2009. I noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about

future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

#### *Difficulties Encountered in Performing the Audit*

I encountered no significant difficulties in dealing with management in performing and completing my audit.

#### **Audit Adjustments (Corrected and Uncorrected Misstatements)**

Professional standards require me to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

#### *Disagreements with Management*

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to my satisfaction, that could be significant to the financial statements or the auditor's report. I am pleased to report that no such disagreements arose during the course of my audit.

#### *Management Representations*

I have requested certain representations from management that are included in the management representation letter dated September 2, 2009.

#### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, professional standards require the consulting accountant to check with me to determine that the consultant has all the relevant facts. To my knowledge, there were no such consultations with other accountants.

#### *Other Audit Findings or Issues*

I generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of my professional relationship and my responses were not a condition to my retention.

### ***Communication of Significant Deficiencies and Material Weaknesses***

In planning and performing my audit of the financial statements, as of and for the year ended June 30, 2009, in accordance with auditing standards generally accepted in the United States of America, I considered the Senior Center's internal control over financial reporting (internal control) as a basis for designing my auditing procedures for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the governmental unit's internal control. Accordingly, I do not express an opinion on the effectiveness of the governmental unit's internal control.

My consideration of internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, as discussed below, I identified certain deficiencies in internal control that I consider to be significant deficiencies and other deficiencies that I consider to be material weaknesses.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control. I considered the following deficiencies to be significant deficiencies in internal control:

**Segregation of Duties** - The relative size of the Senior Center limits the extent to which the officials can segregate duties and responsibilities which impairs the basic premise that no one individual should have access to both the physical assets and the related accounting records (or all recording tasks of a transaction from inception to completion).

The Senior Center has implemented mitigating controls to strengthen internal controls and the segregation of duties; however, it must be recognized that the risk of intentional or unintentional errors could be made and not detected in a timely manner.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Senior Center's internal control.

My consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in the internal control that might be significant deficiencies and, accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. However, I believe the significant deficiency described above to be a material weakness.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Senior Center's financial statements are free of material misstatement, I performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported.

In accordance with your request, I have made an examination of the financial statements of the Senior Center for the fiscal year ended June 30, 2009. During the course of my examination, the following material items came to my attention:

- 1) Per P.A. 621 of 1968, the Board does not have authorization to spend money until the budget is officially enacted by the Board. This budget should be included with the Minutes of the Senior Center. The budget must be amended prior to the expenditure exceeding the budgeted item.
- 2) The Senior Center is currently paying its employees a retirement benefit without a formal plan being adopted. The Senior Center needs to follow the guidelines set forth by the Internal Revenue Service Code when paying retirement benefits to employees.

This report is intended solely for the information and use of management, the Board of the Senior Center, and Federal and State agencies and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

*Lehn King*

Lehn L. King  
**Certified Public Accountant**



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-  
SURFACE WATER MANAGEMENT

JEFFREY WRIGHT  
COMMISSIONER

G-4608 BEECHER ROAD, FLINT, MI 48532  
PHONE (810) 732-1590 FAX (810) 732-1474

September 22, 2008

Richard Abrams, Mayor  
City of Swartz Creek  
8083 Civic Dr  
Swartz Creek, MI 48473

RE: Stormwater Management Contracts, Amendment II

Dear Mr. Abrams:

The Genesee County Board of Commissioners has designated the Drain Commissioner, 342 Agency in Genesee County for the Genesee County Storm Water Management System.

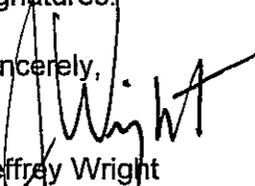
Through the cooperation of the municipalities and the county a joint effort was put forth and the county and the municipalities have received Certificate of Coverage (COC) for NPDES Phase II.

The next objective of the Storm Water Management System is to continue development and implementation and renew the COC for the new permit cycle. The Surface Water Advisory Committee has met and recommended these changes to the contract. These changes include extending the contract to May 1, 2013, which is the time period under the permit and COC, to complete the work outlined and to provide for allocating the costs incurred to complete this work.

In order to meet these objectives, I am enclosing a resolution and a copy of the amended contract that will provide for these services.

This amendment contract will be the next step in allowing the municipalities to stay in compliance with Phase II requirements in a countywide cooperative system. As soon as all governmental units, within Genesee County, participating in the countywide Phase II system have passed their respective resolutions, the contract will be circulated for the appropriate signatures.

Sincerely,



Jeffrey Wright  
Genesee County  
Drain Commissioner

Enc (2)

JW/jc

SECOND AMENDMENT TO  
GENESEE COUNTY PHASE II REGULATIONS STORM WATER  
MANAGEMENT SYSTEM CONTRACT

THIS SECOND AMENDMENT TO CONTRACT, made and entered into as of the 1<sup>st</sup> day of October, 2008, by and among the COUNTY OF GENESEE, a Michigan county corporation (hereinafter referred to as the "County"), by and through its Drain Commissioner, as County Agency, and the TOWNSHIP OF ARGENTINE, CHARTER TOWNSHIP OF CLAYTON, TOWNSHIP OF DAVISON, CHARTER TOWNSHIP OF FENTON, CHARTER TOWNSHIP OF FLINT, CHARTER TOWNSHIP OF FLUSHING, TOWNSHIP OF FOREST, CHARTER TOWNSHIP OF GENESEE, CHARTER TOWNSHIP OF MT. MORRIS, CHARTER TOWNSHIP OF MUNDY, TOWNSHIP OF RICHFIELD, CHARTER TOWNSHIP OF VIENNA, CITY OF BURTON, CITY OF CLIO, CITY OF DAVISON, CITY OF FENTON, CITY OF FLUSHING, CITY OF GRAND BLANC, CITY OF LINDEN, CITY OF MT. MORRIS, CITY OF SWARTZ CREEK, VILLAGE OF GOODRICH and VILLAGE OF LENNON (hereinafter referred to individually as a "Municipality" or collectively as the "Municipalities"):

WITNESSETH:

WHEREAS, the County and the Municipalities are subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations") published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999; and

WHEREAS, the Board of Commissioners of the County of Genesee has established the Genesee County Storm Water Management System (the "System") to provide, among other things, storm water management services to the Municipalities pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"), to enable the County and the

Municipalities to comply with the requirements of the Phase II Regulations and to engage in other watershed management activities related thereto; and

WHEREAS, the County Drain Commissioner (hereinafter referred to as the "County Agency") has been designated as the agency of the County in connection with the establishment, management and operation of the System; and

WHEREAS, the County, the Municipalities and other units of local government in the County have previously entered into the Genesee County Phase II Regulations Storm Water Management System Contract, dated as of May 1, 2001, as amended by the First Amendment to Genesee County Phase II Regulations Storm Water Management System Contract (as amended, the "Contract"), pursuant to which the County agreed to provide such services as are necessary (defined therein as the "Services") to assist the County, the Municipalities and such other local units of government in complying with the requirements of the Phase II Regulations and in other watershed management activities, including, but not limited to, applying for NPDES permit coverage and planning for and implementing storm water discharge management controls (known as "best management practices") with respect to the following minimum control measures: (a) public education and outreach on storm water impacts; (b) public participation/involvement; (c) illicit discharge detection and elimination; (d) construction site storm water runoff control; (e) post-construction storm water runoff control; and (f) pollution prevention/good housekeeping for municipal operations; and

WHEREAS, the Contract provided for a budget of not to exceed \$500,000 for the Services and set forth the manner in which the budgeted cost of the Services was to be allocated among the County and the Municipalities; and

WHEREAS, the Contract also provided for the creation of a Phase II Storm Water Advisory Committee (the Committee”), which consists of one representative from the County and each of the Municipalities; and

WHEREAS, the Committee has appointed three subcommittees with the following responsibilities to assist in the implementation of the best management practices: (a) the Public Education Program Subcommittee, with responsibility for public education and participation; (b) the Monitoring and Mapping Subcommittee, with responsibility for the illicit discharge program, which will identify and map all municipal discharges to open waters; and (c) the New Construction Standards Subcommittee, with responsibility for construction standards, redevelopment standards, oversight of all watersheds and the preparation of the pollution prevention program known as the Storm Water Pollution Prevention Initiative; and

WHEREAS, the County and the Municipalities desire to proceed with the foregoing implementation activities and any other activities required by the Phase II Regulations (hereinafter referred to as the “Implementation Activities”) and to provide a method for allocating the costs of such activities, and it is therefore necessary to amend and supplement the Contract in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The cost of the Services to be provided by the County in connection with the Implementation Activities will consist of budgeted costs and variable costs.

(a) The budgeted costs shall not exceed \$250,000 per Fiscal Year (as hereinafter defined), which amount is hereby approved by the parties. For purposes of this

Second Amendment to Contract, the term "Fiscal Year" shall mean the fiscal year of the County, which currently begins on October 1 of each year and ends on September 30 of the following year. The County agrees to pay twenty-five percent (25%) of the budgeted cost of such Services each Fiscal Year and the remaining seventy-five percent (75%) of the budgeted cost of such Services (the "Local Share") shall be allocated each Fiscal Year among the Municipalities as follows:

(i) For those Services relating to Implementation Activities for which the Public Education Program Subcommittee is responsible, the Local Share thereof shall be allocated to each Municipality on the basis of a fraction, the numerator of which is the population for such Municipality at the beginning of such Fiscal Year and the denominator of which is the population for all Municipalities at the beginning of such Fiscal Year.

(ii) For those Services relating to Implementation Activities for which the Monitoring and Mapping Subcommittee is responsible, except for illicit discharge elimination program ("IDEP") Services, which shall be allocated as provided in subsection (b) of this Section 1, the Local Share thereof shall be allocated to each Municipality on the basis of a fraction, the numerator of which is the weighted sum (determined as hereinafter provided) of the developed parcels in such Municipality at the beginning of such Fiscal Year and the denominator of which is the weighted sum of the developed parcels in all Municipalities at the beginning of such Fiscal Year. For purposes of this subsection (b), the weighted sum of developed parcels in each Municipality shall be determined by assigning one (1) unit for each developed residential parcel and four (4) units for each developed commercial and industrial parcel and then adding the total number of assigned units for all developed parcels in such Municipality.

(iii) For those Services relating to Implementation Activities for which the New Construction Standards Subcommittee is responsible, the Local Share thereof shall be

allocated as follows: The Local Share of the cost of such Services that consist of administrative costs relating to the establishment of the five planning areas for the System (Cass River, Lower Flint, Middle Flint, Upper Flint and Shiawassee, hereinafter individually referred to as a "Planning Area" and collectively as the "Planning Areas") and the development of the standardized templates for the Planning Areas shall be allocated equally among the Planning Areas, and within each Planning Area shall be allocated to each Municipality therein on the basis of the equivalent acreage in each Municipality, using the same methodology for calculating equivalent acreage that the County Drain Commissioner would use for purposes of establishing drain assessments for benefiting parcels in a drainage district under Chapter 7 of the Drain Code (hereinafter referred to as the "Equivalent Acreage Methodology"). The Local Share of the cost of all other Services for which the New Construction Standards Subcommittee is responsible shall be allocated to the specific Planning Area to which such Services relate and within such Planning Area shall be allocated to each Municipality therein on the basis of the Equivalent Acreage Methodology.

(b) Those Services relating to the IDEP shall be allocated to each Municipality as a variable cost. Each Municipality shall be responsible for paying for IDEP Services that are directly related to each Municipal Separate Storm Sewer System ("MS4") that is owned by such Municipality. During each year that this Second Amendment to Contract is in effect, the County shall prepare a statement for each Municipality identifying each MS4 owned by such Municipality and an estimated amount for each Municipality to comply with the IDEP. If requested by the Municipality, the variable costs for the IDEP will be payable in equal annual installments over the five years of the permit cycle.

2. Each Municipality agrees to pay the County its share, as set forth in Section 1, of the cost of the Services for the Implementation Activities, promptly upon receipt of an invoice for the same from the County Agency. The County Agency intends to send such an invoice to

each Municipality quarterly on December 1, March 1, June 1 and September 1 of each Fiscal Year. The Municipalities shall not be responsible for their share of any budgeted costs for the Services in connection with the Implementation Activities that exceed \$250,000 in any Fiscal Year unless such additional costs shall have been approved by a majority of the members of the Committee. If such additional costs are so approved, each Municipality agrees to pay its share, as set forth in Section 1, of such costs promptly upon receipt of an invoice for the same from the County Agency.

3. The payments made by the Municipalities pursuant to Section 2 shall be used solely and only to pay for the Services for the Implementation Activities, and after payment of all costs of the Services as contemplated by this Second Amendment to Contract, any surplus remaining from the payments made by the County and the Municipalities for such Services shall be credited to the County and the Municipalities for charges for Services in the following Fiscal Year pro rata in accordance with the percentages set forth in Section 1.

4. All powers, duties and functions vested by this Second Amendment to Contract in the County shall be exercised and performed by the County Agency for and on behalf of the County unless otherwise provided by law or in this Second Amendment to Contract.

5. In the event that any one or more of the provisions of this Second Amendment to Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this Second Amendment to Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. This Second Amendment to Contract shall become effective after approval by the governing body of each Municipality and by the Board of Commissioners of the County and

execution by the authorized officials of the parties; may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. The Contract, as amended and supplemented by this Second Amendment to Contract, is hereby ratified and confirmed, and shall terminate on October 1, 2013 unless extended by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF GENESEE

TOWNSHIP OF ARGENTINE

By: \_\_\_\_\_  
Drain Commissioner, as County  
Agency

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF CLAYTON

TOWNSHIP OF DAVISON

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF FENTON

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF FLINT

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF FLUSHING

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

TOWNSHIP OF FOREST

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF GENESEE

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF MT. MORRIS

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF MUNDY

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

TOWNSHIP OF RICHFIELD

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CHARTER TOWNSHIP OF VIENNA

By: \_\_\_\_\_  
Supervisor

And: \_\_\_\_\_  
Clerk

CITY OF BURTON

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF CLIO

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF DAVISON

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF FENTON

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF FLUSHING

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF GRAND BLANC

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF LINDEN

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

CITY OF MT. MORRIS

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

VILLAGE OF GOODRICH

By: \_\_\_\_\_  
President

And: \_\_\_\_\_  
Clerk

CITY OF SWARTZ CREEK

By: \_\_\_\_\_  
Mayor

And: \_\_\_\_\_  
Clerk

VILLAGE OF LENNON

By: \_\_\_\_\_  
President

And: \_\_\_\_\_  
Clerk

At a \_\_\_\_\_ meeting of the City Council of the City of Swartz Creek, Genesee County, Michigan, held on \_\_\_\_\_, 2008.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The Clerk presented to the City Council a form of second amendment to contract dated as of October 1, 2008, among the County of Genesee, acting through its Drain Commissioner, as County Agency, and the cities, villages, townships and charter townships identified on Exhibit A attached hereto (hereinafter referred to individually as a "Municipality" or collectively as the "Municipalities"), relative to the provision of services for implementation activities required by the Phase II Storm Water Regulations (the "Phase II Regulations") and the allocation of the costs of such activities among the County and the Municipalities. After discussion of the second amendment to contract, the following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

BE IT RESOLVED:

1. The City Council hereby approves the Second Amendment to Genesee County Phase II Regulations Storm Water Management System Contract to be dated as of October 1, 2008, among the County of Genesee, acting through its Drain Commissioner, as County Agency, and the Municipalities (the "Amendment"), which Amendment provides, among other things, for the provision by the Genesee County Storm Water Management System of services for implementation activities required by the Phase II Regulations, the allocation of the costs of such activities among the County and the Municipalities, and the payment by the County and the Municipalities of their respective share of the cost of the services as set forth in the Amendment.

2. The Mayor and the Clerk are authorized and directed to execute and deliver the Amendment for and on behalf of the City Council (in such number of counterparts as may be desirable).

3. A copy of the Amendment presented on this date and herein approved and authorized to be executed and delivered shall be attached to the minutes of this meeting and made a part thereof and shall be placed on file with the Clerk and made available for examination by any interested person during normal business hours.

4. All resolutions and parts of resolutions, insofar as they may be in conflict herewith, are hereby rescinded.

ADOPTED: YEAS: \_\_\_\_\_  
\_\_\_\_\_  
NAYS: \_\_\_\_\_

EXHIBIT A

MUNICIPALITIES

Township of Argentine  
Charter Township of Clayton  
Township of Davison  
Charter Township of Fenton  
Charter Township of Flint  
Charter Township of Flushing  
Township of Forest  
Charter Township of Genesee  
Charter Township of Mt. Morris  
Charter Township of Mundy  
Township of Richfield  
Charter Township of Vienna  
City of Burton  
City of Clio  
City of Davison  
City of Fenton  
City of Flushing  
City of Grand Blanc  
City of Linden  
City of Mt. Morris  
City of Swartz Creek  
Village of Goodrich  
Village of Lennon



NEW ASPHALT ROOF  
ELMS PARK PAVILLION #2

Bidders must be fully licensed and insured.\*\* Bids must be sealed and must include all materials, labor and supplies.

*\*\*Insurance Requirements—*

*As a requirement of this bid being awarded by the City of Swartz Creek, the successful bidder will deposit a policy of liability insurance covering the activities of the bidder, with coverage in the minimum amount of \$1,000,000. The successful bidder shall carry Workman's Compensation Insurance on all bidder's employees.*

**General Specifications**

1. Remove approx, 22 square feet of asphalt shingles.
2. Replace approx. 22 square feet with architectural 30 year life asphalt shingle.
3. New drip edge.
4. Felt paper.
5. 2- 4" pipe boots.

Quantities are approximate. Work is to be done and completed before November 1, 2009.



*Qualified  
Remodeling*

9164 Bristol Rd.  
Swartz Creek, MI 48473

City of Swartz Creek,

9/18/2009

Please find for your information a bid to put a new roof on Elms Park Pavilion # 2 as follows;

1. Tear off all old shingles and dispose of them.
2. Install 15# felt on all of roof.
3. Install new drip edge on all of roof.
4. Install new pipe boots as needed
5. Install new 30 year warranty Certainteed Landmark series architectural shingles with five year sure start (an extra warranty that covers all labor and materials in the first five years).

Total for all of the labor and materials  
\$3850.00

I am Terry Shuman owner of Qualified Remodeling. I am a life time resident of Swartz Creek and have been remodeling and roofing for over 27 years in our area. My insurance is thru Auto Owners I will provide the certificate showing the City as additionally insured. The work will be done by November 1<sup>st</sup>. All work will be done to the finest workman like standard and will carry a five year labor warranty. Thank you for your time and consideration.

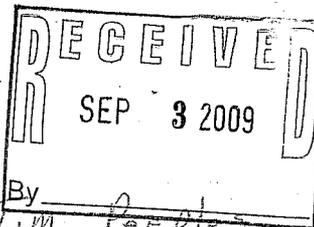
Sincerely, Terry Shuman

A handwritten signature in black ink, appearing to read "Terry Shuman", enclosed within a large, hand-drawn oval.

# INVOICE

Fax # (810) 635-7887

Nu-look Home Improvement  
 821 E Pierson Rd.  
 Flint, MI 48505



No.

INVOICE DATE	00083109 / 08/31/09
CUSTOMER'S ORDER NO.	

cell# (810) 610-8994

SOLD TO:  
 Tam Srcek  
 Elms Park Project

SHIP TO:

SALESPERSON	SHIPPED VIA	TERMS	F.O.B.
-------------	-------------	-------	--------

QTY. ORDERED	QTY. SHIPPED	DESCRIPTION	UNIT	AMOUNT
22sq		shingle, 30yrs. Installation of 22sq of shingles		
		Tear off of 22sq. of shingles		
21		Drip Edge		
1sq		of CAP		
1		Box of coil Nail		
6		Rolls of felt paper		
1		4" Boot		
1		Dumpster		
		Total materials	\$	2500 00
		Total labor	\$	1650 00
		Total dep. 1/2 down	\$	825 00
		Total upon Completion	\$	825 00
		Grand total of project	\$	4150 00
				90

**J. W. MORGAN CONSTRUCTION, LLC**  
7152 SEYMOUR RD.  
SWARTZ CREEK, MI 48473  
(810) 635-9228 OFFICE/FAX  
(810) 691-6281 CELL

**Proposal**

City of Swartz Creek  
Elms Park Pavillion #2  
Re roof Proposal

- Tear off and haul away roofing from the pavillion.
- Install new drip edge, 15 lb. felt, and 2 new pipe boots.
- Install approx. 22 square of Certainteed Landmark 30 year dimensional shingles and ridge cap.

Labor and materials: **\$ 5,120**

# PROPOSAL

INSURANCE Security FIRST

MATERIALS FROM J-B Supply

**GENOVESI HOMES**  
 6271 SHARP ROAD  
 SWARTZ CREEK, MICHIGAN 48473  
 (810) 655-6034

Licensed  
 &  
 Insured  
 LIB + W. Com INS

PROPOSAL SUBMITTED TO <b>CITY OF SWARTZ CREEK</b> STREET/		PHONE	DATE <b>Sept 9-09</b>
CITY, STATE and ZIP CODE		JOB NAME <b>Roof job</b>	JOB LOCATION <b>ELM'S RD PARK</b>
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- 1) Licensed & Insured will send copy's Business started 1983
- 2) STRIP OFF 1 ROOF ELM'S PARK PAVILLION 2
- 3) CLEAN up
- 4) Haul AWAY TRASH
- 5) Shingles LAND MARK 30 yr
- 6) OWNER TO SELECT COLOR
- 7) FELT Deck 15#
- 8) WATER & Ice on eaves
- 9) New drip edge
- 10) New BOOTS 2-4"
- 11) App 23sq
- 12) CAP TO MATCH ROOF
- 13 TAR where needed
- 14) LABOR & MATERIAL

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

When job is completed \_\_\_\_\_ dollars (\$ **5,425.00** ).

Payment to be made as follows:

Thank You

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Joseph Dante Genovesi Jr

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal



**MOTOR CITY BUILDERS INC.**  
RESIDENTIAL & COMMERCIAL  
IN BUSINESS SINCE 1939

2501 S. SAGINAW  
FLINT, MICHIGAN 48503

Telephone 1- (810) 235-0653  
Fax 1- (810) 235-5069

**INSURED, BONDED**  
LICENSE NO. 2102011955

PROPOSAL SUBMITTED TO <i>City of Swartz Creek park</i>		PHONE <i>635-4464</i>	DATE <i>06/18/2009</i>
STREET <i>Elms Rd.</i>		JOB NAME <i>Tom 517-719-8071</i>	
CITY, STATE AND ZIP CODE <i>Swartz Creek MI 48473</i>		JOB LOCATION	
ARCHITECT <i>Greg Childers</i>	DATE OF PLANS	<i>Roofing</i>	JOB PHONE

We hereby submit specifications and estimates for:

Work to be done on main pavillion in elms road park. Remove all shingles. Ice and water shield 36" high on eave sides. 15# felt and new aluminum drip edge on all. Ceratinteed Landmark 30 dimensional shingles. New vents as needed.

Clean up and haul away all debris.

30 year warranty on shingles from Certainteed.  
10 year warranty on labor from Motor City..

Motor City does not warranty damage to drywall and paint finish caused by ice backup on overhangs, cracking or flaking of concrete, or cracks in drywall due to shrinkage.

~~Mr. Brown~~ hereby to furnish material and labor complete in accordance with above specifications, for the sum of: Five Thousand Nine Hundred Twenty Nine Dollars and No Cents *\$5,929.00* dollars (\$ \_\_\_\_\_).

Payment to be made as follows:  
*Balance Upon Completion*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

This proposal becomes a contract when when signed by customer.

A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of Act .299 of the Public Acts of 1980, as amended, being sections 339.2401 to 339.24112 of the Michigan Compiled Laws. In order to perform the above work, Motor City Builders, Inc.'s required license is: Builder's License #2102011955 and Mechanical Contractor's License #71-07679

A 2% per month service charge will be charged to all invoices which are not paid within the terms of this agreement. There are no agreements, expressed nor implied, other than those contained herein. No oral modifications can be made to this contract. Any modifications must be in writing and must be signed both parties.

Signature \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

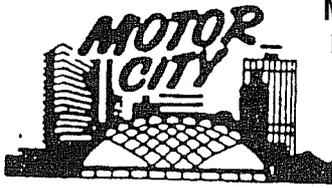
### BUYER'S RIGHT TO CANCEL

If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight on the third business day after you sign this agreement. The notice must be mailed to: Motor City Builders, Inc., 2501 S. Saginaw, Flint, Michigan 48503

SALES REPRESENTATIVE

PURCHASER

93  
JOINT PURCHASER



**MOTOR CITY BUILDERS INC.**  
**RESIDENTIAL & COMMERCIAL**  
**IN BUSINESS SINCE 1939**

**2501 S. SAGINAW**  
**FLINT, MI 48503**

Telephone 1-(810) 235-0653  
Fax 1-(810) 235-5069

**INSURED, BONDED**  
**LICENSE NO. 11955**

To the City of Swartz Creek:

September 11, 2009

Thank you for the opportunity to bid this project. We will do a good job for the city of Swartz Creek like we have in the past. Any questions, please call.

Greg Childers  
Motor City Builders, Inc.  
810-235-0653

**Paul Bueche**

---

**From:** Doug Stephens [doug@hsaa.com]  
**Sent:** Tuesday, August 04, 2009 10:46 AM  
**To:** Paul Bueche  
**Cc:** Roger Meier  
**Subject:** Elms Park Pavilion  
**Attachments:** Kiwanis Pavilion 1.pdf; Kiwanis Pavilion 2.pdf

Paul,

On August 4, 2009 the Swartz Creek Kiwanis Board of Directors approved making the Elms Park Pavilion roof replacement our project. In addition to the roof we want to correct structural deterioration of the main columns, and add some Kiwanis graphics to the building to better define to the Public that the pavilion is sponsored by the Kiwanis Club. Attached are two images that illustrate what we want to do.

Our preliminary schedule is as follows:

October 3, 2009: Replace roof shingles.  
October 9, 2009: Add Kiwanis graphics  
October, or possibly next spring: Repair existing columns.

We intend to provide all materials, and our members will provide the labor. We do not intend to ask the City for any funding for this project. However, any help the City would like to provide would be appreciated. We can provide liability insurance certification if required.

We also want to request of the City that the pavilion be officially referred to as the "Kiwanis Pavilion".

Please arrange for any approvals you require for us to do this work. A Kiwanis representative will be available to attend a Council meeting if needed.

Douglas L Stephens  
Hull Stephens and Associates Architects  
5023 Holland Drive  
Swartz Creek, Mi 48473  
810 635 4090  
[doug@hsaa.com](mailto:doug@hsaa.com)





**INDEPENDENT CONTRACTOR SERVICES AGREEMENT  
ELECTRICAL INSPECTOR**

**Between**

**The City of Swartz Creek**

**and**

**Leon Buning (Michigan License #P-004124)**

This agreement is made this 28<sup>th</sup> day of September, 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") and Leon Buning (Michigan License #P-004124) of 3157 West Dartmouth Street, Flint Michigan 48504 ("The Contractor")

**WHEREAS**, the City is in need of a State of Michigan Certified Electrical Inspector and Electrical Code construction plan reviewer; and

**WHEREAS**, the Contractor has the necessary experience and qualifications to provide the above described specialized and professional services and is willing to provide those services to the City.

**NOW, THEREFORE**, the City and the Contractor **AGREE AS FOLLOWS**:

**1. Agreement Term.**

The term of this Agreement shall begin on September 28, 2009 and run indefinitely until terminated by either party as set forth in Section 22.

**2. Scope of Services:**

The scope of services to be performed by the Contractor is as follows:

- A. Review, edit, order changes, approve and deny site plans, blueprints, construction plans and any other documents related to the construction, enforcement and/or compliancy of Federal, State or Local Electrical Code.
- B. Perform on-site inspections for compliancy with Federal, State or Local Electrical Code of, but not limited to, construction, installation, modification, maintenance and repair of electrical appliances, systems, facilities and related electronic controls and devices by interpreting blueprints, manufacturers specifications.
- C. Attend meetings (if needed)

**3. Compensation:**

Compensation shall be \$35 per site inspection. Plan review or the attendance at any meeting, if needed, shall be compensated at \$35 per hour.

**4. Applicable Law.**

This Agreement shall be governed by and in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in this state.

**5. Obligations to the City.**

The Contractor must remain current and not be in default of any obligations due to the City including, but not limited to, maintaining any and all Federal, State or Local Licenses required for a certified State of Michigan Electrical Inspector, the payment of taxes, fines, penalties, licenses or other monies due to the City. Violations of this clause shall constitute a substantial and material breach of this Agreement. Such breach shall constitute good cause for the termination of this Agreement should the City determine to terminate on a basis other than conveniences.

**6. Disclaimer of Contractual Relationship.**

Nothing contained in the Agreement Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

**7. Hold Harmless and Indemnification:**

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof, which may arise as a result of his act, omissions, faults and negligence or any of his employees, agents and representative in performance of this Agreement.

**8. Independent Contractor.**

No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating an employer-employee relationship. It is hereby expressly understood and agreed that the Contractor is an independent contractor as that phrase has been defined and interpreted by the Courts of the State of Michigan, and, as such, he/she is not entitled to any benefits not otherwise specified herein.

**9. Insurance.**

Insurance shall remain in full force and effect in accordance with the following:

- A. General Liability Insurance. The City will add the Contractor to its general liability policy, limits as determined by the City's Insurance carrier.

- B. Workers Compensation Insurance. The Contractor shall carry Workers Compensation Insurance in accordance with Michigan statutory requirements. If a sole proprietor, then paragraph **19** herein shall apply.
- C. Automobile Insurance. The Contractor shall carry an auto insurance policy at all times when performing work for the City. The policy shall meet the requirements as set forth by state statute.

**10. Interpretation.**

In the event any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal or official to be contrary to any provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this agreement enforceable, such provision may be modified or severed by such court or administrative tribunal or official having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties to this Agreement, considering the purpose of the entire Agreement as it relates to such provision.

**11. Laws and Ordinances.**

The Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Swartz Creek, applicable to the performance of this agreement, including, but not limited to, labor laws and laws regulating or applying to public improvements.

**12. Modifications/Changes.**

Any modification to this Agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such contractual modifications pursuant to the state law and local ordinances.

**13. Non-Assignability.**

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City Manager.

**14. Nondiscrimination.**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship.

**15. Non-Disclosure/Confidentiality.**

Upon delivery as provided in Paragraph 1 (Change in Scope of Services) hereof, the documents prepared by the Contractor shall be the property of the City. The Contractor agrees that said documents are confidential information intended for the sole use of the City and that he/she will not disclose any such information, or in any other way make such documents public, without the express written approval of the City Manager or the order of a court of competent jurisdiction or as required by the laws of the State of Michigan.

**16. Notices.**

Notices to the City shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the City Manager, City of Swartz Creek, 8083 Civic Drive, Swartz Creek Michigan 48473, or to such other address as may be designated in writing by the City Manager from time to time.

Notices to the Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Contractor, Leon Buning, at 3157 West Dartmouth Street, Flint Michigan 48504 or to such other address as may be designated in writing by the Contractor from time to time.

**17. Records.**

All documents, information, reports and the like prepared and/or generated by the Contractor as a result of this Agreement shall become the sole property of the City.

**18. Severability.**

The invalidation of one or more terms of this Agreement shall not affect the validity of the remaining terms.

**19. Sole Proprietor Workers – Compensation Substitute:**

I. \_\_\_\_\_, do hereby declare that I am a Sole Proprietor performing work and/or services as an independent Contractor for the City of Swartz Creek, and will not employ any person(s) in the work to be performed for the City under this Agreement. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers Compensation Act of the State of Michigan. In consideration of being awarded this Agreement, I agree to hold harmless the City for any and all injuries or illness that I may sustain during the course of this Agreement. I hereby agree to notify the City Manager in writing, prior to hiring any person(s), full time or part time, to assist with any work performed, or services provided in this Agreement and to secure Workers Compensation Insurance prior to any person beginning work or assisting in the performance of work under this Agreement and that none of the work to be performed

under this Agreement will be subcontracted to any other subcontractor or entity.

**20. Standards of Performance.**

The Contractor agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Contractor. The Contractor agrees that all of the obligations required by him pursuant to this Agreement shall be performed by him, her or it, as the case may be, or by others employed by him, her or it and working under his, her or its direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Contractor maintaining any required certifications in accordance with the requirements of state law.

**21. Subcontracting.**

No subcontract work shall be started prior to written approval by the City Manager. The City reserves the right to accept or reject any subcontractor.

**22. Termination.**

This Agreement may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective thirty (30) days from the date it is submitted unless otherwise agreed to by the parties hereto. The Contractor, upon receiving such notice and prorated payment upon termination of this Agreement shall turn over and give to the City all pertinent records, data and information to the date of termination.

**23. Time of Service/Performance.**

The Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without unreasonable delay.

**24. Whole Agreement Clause.**

This written agreement embodies the entire agreement between the parties hereto. Any additions, deletion or modification hereto must be in writing and signed by both parties.

***(Signature Page to Follow)***

The City and the Contractor have executed this Agreement as of the date first above written.

**THE CITY OF SWARTZ CREEK**

**LEON BUNING (#P-004124)**

BY: \_\_\_\_\_  
Richard B. Abrams, Mayor

BY: \_\_\_\_\_  
Leon Buning

BY: \_\_\_\_\_  
Juanita Aguilar, City Clerk

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT  
PLUMBING & MECHANICAL INSPECTOR**

**Between**

**The City of Swartz Creek**

**and**

**Robert Davis (Michigan License #P-002084)**

This agreement is made this 28<sup>th</sup> day of September, 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") and Robert Davis (Michigan License #P-002084) of 629 North Lapeer Street, Davison Michigan 48423 ("The Contractor")

**WHEREAS**, the City is in need of a State of Michigan Certified Plumbing and Mechanical Inspector and Plumbing & Mechanical Code construction plan reviewer; and

**WHEREAS**, the Contractor has the necessary experience and qualifications to provide the above described specialized and professional services and is willing to provide those services to the City.

**NOW, THEREFORE**, the City and the Contractor **AGREE AS FOLLOWS**:

**1. Agreement Term.**

The term of this Agreement shall begin on September 28, 2009 and run indefinitely until terminated by either party as set forth in Section 22.

**2. Scope of Services:**

The scope of services to be performed by the Contractor is as follows:

- A. Review, edit, order changes, approve and deny site plans, blueprints, construction plans and any other documents related to the construction, enforcement and/or compliancy of Federal, State or Local Plumbing and Mechanical Code.
- B. Perform on-site inspections for compliancy with Federal, State or Local Plumbing & Mechanical Code of, but not limited to, construction, installation, modification, maintenance and repair of Plumbing and Mechanical appliances, systems, facilities and related controls and devices by interpreting blueprints and manufacturers specifications.
- C. Attend meetings (if needed)

**3. Compensation:**

Compensation shall be \$35 per site inspection. Plan review or the attendance at

any meeting, if needed, shall be compensated at \$35 per hour.

**4. Applicable Law.**

This Agreement shall be governed by and in accordance with the laws of the State of Michigan applicable to contracts made and to be performed in this state.

**5. Obligations to the City.**

The Contractor must remain current and not be in default of any obligations due to the City including, but not limited to, maintaining any and all Federal, State or Local Licenses required for a certified State of Michigan Plumbing and Mechanical Inspector, the payment of taxes, fines, penalties, licenses or other monies due to the City. Violations of this clause shall constitute a substantial and material breach of this Agreement. Such breach shall constitute good cause for the termination of this Agreement should the City determine to terminate on a basis other than conveniences.

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Nothing contained in the Agreement Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

**7. Hold Harmless and Indemnification:**

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof, which may arise as a result of his act, omissions, faults and negligence or any of his employees, agents and representative in performance of this Agreement.

**8. Independent Contractor.**

No provision of this Agreement herein contained shall be construed by the parties or by any other person as one creating an employer-employee relationship. It is hereby expressly understood and agreed that the Contractor is an independent contractor as that phrase has been defined and interpreted by the Courts of the State of Michigan, and, as such, he/she is not entitled to any benefits not otherwise specified herein.

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Insurance shall remain in full force and effect in accordance with the following:

A. General Liability Insurance. The City will add the Contractor to its general

liability policy, limits as determined by the City's Insurance carrier.

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The Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Swartz Creek, applicable to the performance of this agreement, including, but not limited to, labor laws and laws regulating or applying to public improvements.

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termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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**19. Sole Proprietor Workers – Compensation Substitute:**

I. \_\_\_\_\_, do hereby declare that I am a Sole Proprietor performing work and/or services as an independent Contractor for the City of Swartz Creek, and will not employ any person(s) in the work to be performed for the City under this Agreement. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers Compensation Act of the State of Michigan. In consideration of being awarded this Agreement, I agree to hold harmless the City for any and all injuries or illness that I may sustain during the course of this Agreement. I hereby agree to notify the City Manager in writing, prior to hiring any person(s), full time or part time, to assist with any work performed, or services provided in this Agreement and to secure Workers Compensation Insurance prior to any person beginning work or assisting in

the performance of work under this Agreement and that none of the work to be performed under this Agreement will be subcontracted to any other subcontractor or entity.

**20. Standards of Performance.**

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**21. Subcontracting.**

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**24. Whole Agreement Clause.**

This written agreement embodies the entire agreement between the parties hereto. Any additions, deletion or modification hereto must be in writing and signed by both parties.

***(Signature Page to Follow)***

The City and the Contractor have executed this Agreement as of the date first above written.

**THE CITY OF SWARTZ CREEK**

**ROBERT DAVIS (#P-002084)**

BY: \_\_\_\_\_  
Richard B. Abrams, Mayor

BY: \_\_\_\_\_  
Robert Davis

BY: \_\_\_\_\_  
Juanita Aguilar, City Clerk



**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

Please accept this packet for consideration at your next meeting. If you have any questions, please call me on my cell phone at 1-810-516-1191.

Thank-you

Robert Kehoe

8.12.09



**Application to Administer and Enforce**  
Michigan Department of Energy, Labor & Economic Growth  
Bureau of Construction Codes  
Office of Local Government and Consumer Services  
P.O. Box 30254, Lansing, MI 48909  
517-241-9347  
www.michigan.gov/bcc

Authority: 1972 PA 230 Completion: Mandatory Penalty: Governmental subdivisions will not be approved to administer and enforce code(s)	DELEG is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
--	---

NAME OF GOVERNMENTAL SUBDIVISION		CONTACT PERSON (Elected Official)	
City of Swartz Creek		Richard B Abrams Mayor	
ADDRESS (Street Number and Name)			
8083 Civic Drive			
CITY	COUNTY	STATE	ZIP CODE
Swartz Creek	Genesee	MI	48473
TELEPHONE NUMBER (Include Area Code)	FAX NUMBER (Include Area Code)	E-MAIL ADDRESS	
(810) 635-4484	(810) 635-2887	bldoff3889@aol.com	

<b>A. Code Adoption</b>	
<input checked="" type="checkbox"/> To assume responsibility for the administration and enforcement of the act and the state code in accordance with Section 8b(6) of 1972 PA 230. Attach a copy of the ordinance assuming responsibility for administration and enforcement of the act and the code. ( <i>Ordinance may be a proposed ordinance</i> )	
-----	
State Code(s) to be Enforced	
<input checked="" type="checkbox"/> Building	<input checked="" type="checkbox"/> Mechanical
<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Plumbing

<b>B. Enforcing Agency</b>		
1. <input checked="" type="checkbox"/> This is to certify the enforcing agency is qualified by experience or training to perform the duties associated with construction code administration and enforcement, including the code and all related acts and rules.		
Name of Inspector(s) <i>(Attach additional sheet, if necessary)</i>	Registration Number	Experience and/or Qualifications
Robert W. Kehoe	P 00 3889	Bld off, Bld insp, Plan Review
Robert Davis	P 00 2084	Plumb Insp, Mech Insp, Plan Review
Leon Buning	P 004124	Elec Insp, Code Official, Plan Review
Name of Plan Reviewer(s) <i>(Attach additional sheet, if necessary)</i>	Registration Number	Experience and/or Qualifications
Robert W. Kehoe	P 00 3889	Bld off, Bld insp, Plan Review
Robert Davis	P 00 2084	Plumb Insp, Mech Insp, Plan Review
Leon Buning	P 004124	Elec Insp, Code Official, Plan Review
Each inspector listed on the application must provide verification that he/she will perform inspections and/or plan review functions for the specific code discipline(s) identified.		
Are the inspector(s) listed above associated with a private inspection agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, complete the following:		
Name and address of the private inspection agency _____		
Governmental official responsible for the decision making as it relates to code administration and enforcement.		
Name _____	Title _____	Registration No. _____
<small>(Attorney General Opinion No. 4885, dated August 15, 1975, provides that an enforcing agency must be a public official or governmental agency. Inspection functions or other technical assistance may be performed under contract with a private organization, but all decisions and official actions based on such inspection or technical advice must be made by the enforcing agency. Any formal actions such as the issuance, suspension, revocation, or cancellation of permits is exclusively within the purview of the governmental entity. Decision making by a non-governmental entity in which government is not the final authority is in violation of the Michigan Constitution.)</small>		

**B. Enforcing Agency (continued)**

2. This is to certify the following services will be provided by the enforcing agency:
- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Plan Review   | <input checked="" type="checkbox"/> Permit issuance      | <input checked="" type="checkbox"/> Timely field inspections                     |
| <input checked="" type="checkbox"/> Issuance of final approval and certificate of occupancy | <input checked="" type="checkbox"/> Retention of records | <input checked="" type="checkbox"/> Identification/resolution of code violations |
3.  This is to certify a copy of the ordinance(s) assuming the responsibility to administer and enforce the state code(s) and a copy of each code enforced will be available for public viewing at the offices of the local governmental subdivision.
4.  This is to certify the application for permit and permit forms are in compliance with the requirements of Section 10 of 1972 PA 230. **Attach copies of the application(s) for permit and a copy of the permit form.**
5.  This is to certify that procedures for the administration and enforcement of the code have been adopted by the enforcing agency. These procedures govern the operation of the code administration and enforcement program for the governmental subdivision. The procedures should include:
- (i) How permit applications are reviewed and approved.
  - (ii) How plans are reviewed and violations identified during the process are resolved.
  - (iii) How permits are issued.
  - (iv) How inspections are scheduled and findings reported.
  - (v) How code violations identified during inspections are resolved.
  - (vi) Record keeping procedures.
  - (vii) How certificates of occupancy and final approvals are issued.
- Attach a copy of the procedures for the administration and enforcement of the code(s).**
6.  This is to certify fees have been adopted for the administration and enforcement of the code(s) in compliance with Section 22 of 1972 PA 230. **Attach a copy of the fee schedule.**

**C. Construction Board of Appeals**

This is to certify a Construction Board of Appeals has been established in accordance with Section 14 of 1972 PA 230. The names and qualifications of the members of the Construction Board of Appeals is listed below. *(Attach additional sheet, if necessary)*

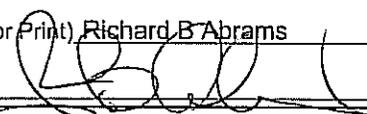
**Attach a copy of the Board of Appeals procedures.**

Name	Qualifications <small>(Include professional license number and/or registration number)</small>
Douglas Stephens	Architect 21321
Ronald Schultz	Electrical Master 6203409, Contractor 62102358
Bruce Badgley	Builder 2101103283

**D. Certification**

I certify the information given in this application to administer and enforce is true and accurate to the best of my knowledge.

Name of Elected Official (Type or Print) Richard B Abrams Title Mayor

Signature of Elected Official  Date 12 Aug 2009

*Copies of all documents attached to or submitted with this application should include a reference to the governmental subdivision.*

Adopt Ordinance # 403-Building Trades, Electrical, Plumbing & Mechanical

Resolution No. 090727-07

(Carried)

Motion by Councilmember Hurt  
Second by Councilmember Krueger

I Move the City of Swartz Creek adopt Ordinance #403, an ordinance to amend the code of ordinances of the City of Swartz Creek to designate an enforcing agency to discharge the responsibility of the City of Swartz Creek, located in Genesee County, under the provisions of the State Construction Code, 1972 pa 230, for the enforcement of the Michigan Mechanical Code, the Michigan Electrical Code and the Michigan Plumbing Code, as follows:

CITY OF SWARTZ CREEK

Ordinance No. 403

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO DESIGNATE AN ENFORCING AGENCY TO DISCHARGE THE RESPONSIBILITY OF THE CITY OF SWARTZ CREEK, LOCATED IN GENESEE COUNTY, UNDER THE PROVISIONS OF THE STATE CONSTRUCTION CODE, 1972 PA 230, FOR THE ENFORCEMENT OF THE MICHIGAN MECHANICAL CODE, THE MICHIGAN ELECTRICAL CODE AND THE MICHIGAN PLUMBING CODE.

The City of Swartz Creek Ordains:

**Section 1 Amendment of Title to Chapter 4, Article II.**

The Code of Ordinances of the City of Swartz Creek is hereby amended to change the title to Article II of Chapter 4 to be "Building, Mechanical, Electrical and Plumbing Codes."

**Section 2. Addition of Section 4-23, 4-24, 4-25 and 4-26.**

The Code of Ordinances of the City of Swartz Creek is hereby amended to add thereto new sections 4-23, 4-24, 4-25 and 4-26 to read as follows:

**Sec. 4-23 Adoption of Michigan Mechanical Code.**

Pursuant to the provisions of the Michigan Mechanical Code, in accordance with Section 8b(6) of 1972 PA 230, the Mechanical Code Official of the City of Swartz Creek is hereby designated as the enforcing agency to discharge the responsibility of the City of Swartz Creek under 1972 PA 230, State of Michigan. The City of Swartz Creek assumes responsibility for the administration and enforcement of said Act throughout its corporate limits.

**Sec. 4-24 Adoption of Michigan Electrical Code.**

Pursuant to the provisions of the Michigan Electrical Code, in accordance with Section 8b(6) of 1972 PA 230, the Electrical Code Official of the City of Swartz Creek is hereby designated as the enforcing agency to discharge the responsibility of the City of Swartz Creek under 1972 PA 230, State of Michigan. The City of Swartz Creek assumes responsibility for the administration and enforcement of said Act throughout its corporate limits.

**Sec. 4-25 Adoption of Michigan Plumbing Code.**

Pursuant to the provisions of the Michigan Plumbing Code, in accordance with Section 8b(6) of 1972 PA 230, the Plumbing Code Official of the City of Swartz Creek is hereby designated as the enforcing agency to discharge the responsibility of the City of Swartz Creek under 1972 PA 230, State of Michigan. The City of Swartz Creek assumes responsibility for the administration and enforcement of said Act throughout its corporate limits.

**Sec. 4-26 Violations.**

Any violations of the Building Code shall be municipal civil infractions and shall be subject to the sanctions and penalties provided for in Chapter 1, Article II of this Code of Ordinances. Any violations of the Mechanical Code, the Electrical Code and/or the Plumbing Code shall be misdemeanors and shall be subject to the penalties and sanctions provided for in each such code.

**Section 3. Repeal.**

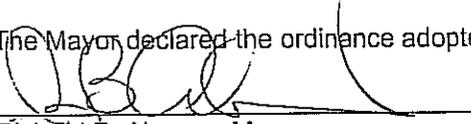
All ordinances inconsistent with the provisions of this ordinance hereby repealed.

**Section 4. Effective Date.**

This ordinance shall take effect on September 1, 2009

Moved: Councilmember Hurt  
Second: Councilmember Krueger  
Voting For: Abrams, Binder, Hicks, Hurt, Krueger, Porath, Shumaker.  
Voting Against: None.  
Absent: None.

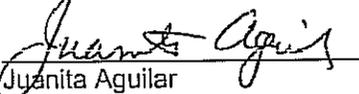
The Mayor declared the ordinance adopted.

  
Richard B. Abrams, Mayor

  
Juanita Aguilar, City Clerk

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. 403 which was enacted by the Swartz Creek City Council at a regular meeting held on the 27<sup>TH</sup> day of July, 2009.

  
Juanita Aguilar  
City Clerk

Publish Date: August 9, 2009  
Paper: The Swartz Creek News  
Effective Date: September 1, 2009

Discussion Ensued.

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

**Leon Buning**

3157 W. Dartmouth St.

Flint, MI 48504

Home: (810) 235-4238

Cell: (810) 397-0223

8-25-09

**Objective:** Career Advancement**Employment:** City of Flint Flint, MI April 1998 – present*Electrical Inspector*

Job Duties: Review plans for Residential, Commercial and Industrial Structures. Inspect all electrical work. Issue tickets and give exams for Journeyman's and Master Licenses. Inspect places for power turn-on's and safety issues. Enforce National Electrical Code rules and guidelines

**George Fisher Disa****Holly, MI****January 1993 – April 1998***Machine Tool Electrician**also**1979 – 1984 started apprenticeship*

Job Duties: Wire control panels, push button stations, machines and building maintenance.

Boss was Jim Heddins and I also worked with Clay Buck, who now work at McLaren Hospital.

**Licenses:** Michigan Department of Labor & Economic Growth:**Bureau of Construction Codes***Master Electrician License*

Exp: December 31, 2009

License #: 6209079

*Journeyman Electrician License*

Exp: December 31, 2009

License #: 6313380

*Electrical Contractor License*

Exp: December 31, 2009

License #: 6107393

*Registered Code Official & Inspector*

Exp: September 16, 2009

Registration #: 004124

Categories: Electrical inspector &amp; Plan reviewer

I have worked in the electrical field for 29 years.

References Available Upon Request



**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

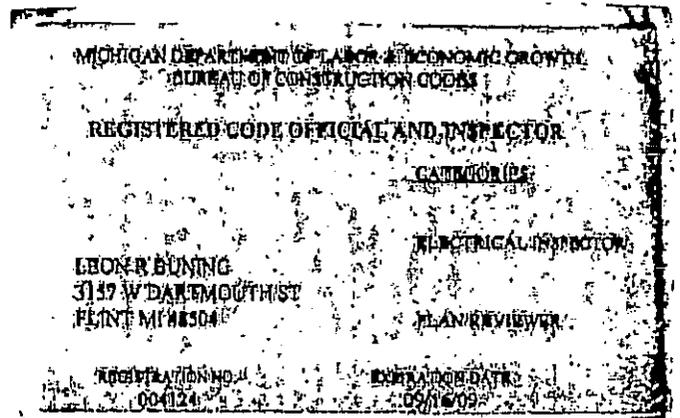
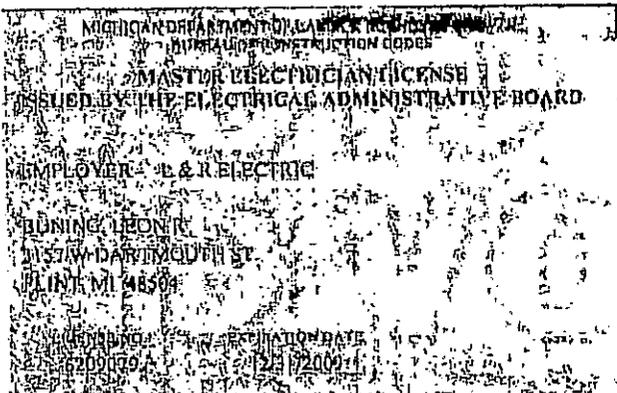
**Public Services Department**  
M-F 8am-4:30pm  
810.635.4495

August 13, 2009

I, Leon R. Buning will be performing electrical inspections and electrical plan review.

X

Leon R. Buning P 00 4124



**80.18. Maintenance of existing wiring.** Every building, structure, or part thereof shall be kept in good electrical repair by the owner.

R 408.30815

**80.18.1. Disconnection of dangerous electrical equipment.** If the use of any electrical equipment is found imminently dangerous to human life or property, the enforcing agency may condemn the equipment or disconnect it from its source of electric supply, except that the enforcing agency shall not disconnect the service entrance equipment or utility service drop wires unless the entrance equipment or utility wires in themselves constitute a hazard to life or property. If the enforcing agency condemns or disconnects dangerous equipment, then the agency shall place a red tag on the equipment listing the causes for the condemnation or disconnection and the penalty under the act for the unlawful use of the equipment. The agency shall give written notice of the condemnation or disconnection and the causes for condemning or disconnecting the equipment to the owner or the occupant of the building, structure, or premises. A person shall not remove the tag or reconnect the electrical equipment to its source of electric supply, or use or permit the use of electrical current in the electrical equipment, until the causes for the condemnation or disconnection are remedied and a permit for the electrical repairs of the equipment is obtained from the enforcing agency.

R 408.30817

**80.19. Permits and certificates.** A person shall not equip a building with electrical conductors or equipment or make an alteration of, change in, or addition to, electrical conductors or equipment without receiving a written permit to do the work described. If the electrical installation or alterations of, changes in, or addition to, electrical conductors or equipment are found to be in compliance with the provisions of the code and if the work has passed the inspection of the enforcing agency, then the enforcing agency shall, upon the request of the permit holder to whom the permit was issued, issue a certificate of final electrical inspection. The certificate certifies that the provisions of the code have been complied with. This section does not apply to installations that are referred to in section 7(3)(a), (b), (c), (d), (e), (f), (h), (k), (l), or (o) of 1956 PA 217, MCL 338.887.

**80.19.1. To whom permits are issued.** (1) To obtain an electrical permit, an applicant shall be 1 of the following:

(a) A holder of an electrical contractor license or the qualifying master for the electrical contractor when authorized by the electrical contractor to secure a permit.

(b) A person, firm, or corporation holding an affidavit as provided by R 338.1039a.

(c) A homeowner who occupies or will occupy a single-family dwelling and other accessory structures located on the same lot intended for use by the homeowner for which the permit is obtained and who will install the electrical equipment as certified by the homeowner on the permit application in accordance with the act.

(2) To obtain a permit for a fire alarm system, as defined in section 1a(1) of 1956 PA 217, MCL 338.881a (1), an applicant shall be 1 of the following:

(a) A holder of an electrical contractor license.

(b) A holder of a fire alarm specialty contractor license or the qualifying fire alarm specialty technician qualifying the fire alarm specialty contractor when authorized by the fire alarm specialty contractor to secure a permit.

(c) A homeowner qualifying under section 80.19.1(1)(c) of the code.

(3) To obtain a permit for an electrical sign or outline lighting, as defined in section 1b(1) and (2) of 1956 PA 217, MCL 338.881b(1) and (2), an applicant shall be 1 of the following:

(a) A holder of an electrical contractor license.

(b) A holder of a sign specialty contractor license or the sign specialty technician qualifying the sign specialty contractor when authorized by the sign specialty contractor to secure a permit.

(c) A homeowner qualifying under section 80.19.1(1)(c) of the code.

(4) To obtain a permit for electrical wiring associated with the installation, removal, alteration, or repair of a water well pump on a single-family dwelling to the first point of attachment in the house from the well, an applicant shall be 1 of the following:

(a) A holder of an electrical contractor license.

(b) A registered pump installer under part 127 of 1978 PA 368, MCL 333.12701 to 333.12771.

(c) A homeowner qualifying under section 80.19.1(1)(c) of the code.

(5) To obtain a permit for wiring associated with existing mechanical and plumbing systems referenced in section 7(3)(i) of 1956 PA 217, MCL 338.887(3)(i), a person shall be 1 of the following:

(a) A holder of an electrical contractor license or the qualifying master for the electrical contractor when authorized by the electrical contractor to secure a permit.

(b) A holder of a mechanical contractor license issued in accordance with section 6(3)(a), (b), (d), (e), and (f) of 1984 PA 192, MCL 338.976(3)(a), (b), (d), (e), and (f).

(c) A holder of a plumbing contractor license issued in accordance with 2002 PA 733, MCL 338.3511 to 338.3569.

**80.19.2. Application for permit.** Each application for a permit, with the required fee, shall be filed with the code official on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The permit application shall contain all applicable information in accordance with the act and shall include the signature of the applicant in compliance with section 80.19.1 of the code.

**80.19.3. Permit expiration.** If work for which a permit is issued is not started within 6 months of the date of permit issuance or if work is abandoned for a period of 6 months, then the permit shall lapse and cease to be in effect.

**80.19.4. Uncompleted installation notification.** If a person to whom a permit is issued for the installation and inspection of electrical conductors and electrical equipment quits the installation for any reason, then the person shall notify the enforcing agency.

**80.19.5. Inspection and refunds for partial installation.** If an installation is partially completed, then a permit holder, upon quitting the installation, shall notify the enforcing agency and shall request an inspection. The inspector shall record the acceptance of, or violations against, the work installed on the permit record according to the findings of the inspector. The enforcing agency shall not grant a refund to the permit holder of the permit fee covering electrical equipment installed and inspected.

**80.19.6. Owner notification to enforcing agency.** If a permit holder quits an installation after the electrical equipment is installed and fails to notify the enforcing agency, then the building owner or his or her agent may notify the enforcing agency and request inspection. Upon inspection, the enforcing agency shall send the permit holder a notice of a violation. The owner may then secure another licensed contractor to proceed with the work if the new contractor is properly covered by a permit.

**80.19.7. Transfer of permit.** An electrical permit is not transferable.

**80.19.8. Fraudulent application for permit.** A permit that is issued in violation of the laws of this state or as a result of false or fraudulent information or misinterpretation of conditions is subject to revocation at the direction of the enforcing agency. The enforcing agency shall notify the person holding the permit to appear and show cause why the permit should not be revoked. Failure to appear is sufficient grounds for revocation of the permit.

R 408.30818

**80.20. Representative on jobsite.** The enforcing agency reserves the right to require a representative of the permit holder to be on the job when an inspection is made.

**80.20.1. Licensed supervision required.** A person who is licensed under 1956 PA 217, MCL 338.881 et seq., and who is employed by and represents the permit holder who is responsible for the electrical installation shall be present at all times when electrical construction is in progress.

R 408.30820

**80.21. Plans and specifications.** An applicant shall submit a detailed set of plans and specifications with the application for an electrical permit for any wiring or alteration to an electrical system if the system requires installation of electrical equipment that has an ampacity of more than 400 amperes for the service or feeder and if the calculated floor area in a building is more than 3,500 square feet. The enforcing agency may request plans for projects that include an unusual design. The electrical drawings shall include all of the following details:

- (a) Lighting layout.
- (b) Circuiting.
- (c) Switching.
- (d) Conductor and raceway sizes.

- (e) Wattage schedule.
- (f) Service location and riser diagram.
- (g) Load calculations.
- (h) A proposed method of construction that is drawn with symbols of a standard form.

All conductors are assumed to be copper unless otherwise stated in the plan. Specifications, when provided, shall also include the information listed in this rule. The selection of suitable disconnect and overcurrent devices to provide proper coordination and interrupting capacity for a wiring system is the responsibility of the designer. The enforcing agency, when approving electrical plans, does not assume responsibility for the design or for any deviations from any electrical drawings. The permit holder shall ensure that the plans and specifications approved by the enforcing agency, or a certified copy of the plans and specifications, where required, are available on the jobsite for the use of the enforcing agency.

**80.21.1. Preparation of plans.** An architect or engineer shall prepare, or supervise the preparation of, all plans and specifications for new construction work or repair, expansion, addition, or modification work. The architect or engineer shall be licensed under 1980 PA 299, MCL 339.101 to 339.2919. The plans and specifications shall bear the architect's or engineer's signature and seal.

Note: For exceptions, see 1980 PA 299, MCL 339.101 to 339.2919.

**80.21.2. Review of construction documents.** The enforcing agency shall review the application, construction documents, and other data filed by an applicant for a permit. If the enforcing agency finds that the proposed work conforms to the requirements of the code and related laws and ordinances and that the fees are paid, then the agency shall issue a permit to the applicant.

R 408.30819

**80.22. Scheduling inspection.** An enforcing agency shall be given not less than 24 hours' notice to inspect electrical equipment. An enforcing agency shall perform the inspection within a reasonable period of time after the request for inspection is made.

**80.22.1. Inspection notice.** Only the enforcing agency shall post a notice of inspection at, or remove a notice from, the jobsite. The enforcing agency shall maintain a record of all inspections.

**80.22.2. Concealing electrical installation.** A person shall not conceal, or cause to be concealed, any conductors and equipment before the equipment is approved by the enforcing agency.

R 408.30822

**80.23. Violations.** If it is found that any electrical equipment does not conform to the provisions of the code, then the enforcing agency shall notify, in writing, the person who installs, or who is responsible for installing, the electrical equipment, in

ROBERT R. DAVIS  
629 N. Lapeer St.  
Davison, MI 48423

August 13, 2009

State of Michigan  
Office of Local Government  
Attn: Michael Somers, Analyst

Dear Mr. Somers:

As you are aware, the City of Swartz Creek is planning to do their own Electrical,  
Mechanical, Plumbing and Plan Review.

I have agreed to do the cities Mechanical, Plumbing and Plan Review.

I have enclosed copies of the required licenses with this letter.

If you should have any questions, please feel free to contact me at your convenience.

Sincerely,

*Robert R. Davis 2084*

Robert R. Davis  
Master Plumbing License 8105724  
Mechanical Contractors License 7101227  
Registered Code Official and Inspector License 2084  
Mechanical Inspector  
Plumbing Inspector  
Plan Reviewer

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## RESUME

Robert R. Davis  
629 N Lapeer Street  
Davison, Michigan 48423  
(810)653-7122

**EDUCATION:** Ongoing Education to Maintain Inspector Certification in the Building Trades of Plumbing, Mechanical, Sprinkler Systems, And Plan Review.

### PROFESSIONAL SKILLS:

2001 – Present Full Time Inspector (three days a week) for the City of Clio, Vienna, Thetford, and Forest Townships. Full time Inspector (one day a week) For Owosso and Caledonia Townships, and City of Owosso, Corunna, and Perry, as well as the Village of Gaines.

1999 – Present Backup Plumbing and Mechanical Inspector for Grand Blanc and Flint Townships.

1998 Plumbing and Mechanical Inspector for Lapeer Construction Code Authority, Inc.

1983 – 1997 Employed by the City of Flint Inspection Department. Serving as Supervisor over the Building, Plumbing, Electrical, and Mechanical Inspectors. Reviewing all Plumbing and Mechanical Plans, as well as; overseeing the Cross Connection Program Appointed interim Director (Building Official) of Building And Safety Department. Served as Supervisor over the Sewer Division.

August 1997 Retired from the City of Flint.

1956 – 1983 Self Employed Owner and Operator of Bob's Plumbing and Heating Service – Installing Residential and Commercial Plumbing, Heating, and Sewers.

### LICENSE:

State of Michigan Master Plumbing License  
State of Michigan Mechanical License  
State of Michigan Certification as a Plumbing Mechanical Inspector and Plan Reviewer.

JENNIFER GRANHOLM  
GOVERNOR

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF CONSTRUCTION CODES

REGISTERED CODE OFFICIAL AND INSPECTOR

CATEGORY:

MECHANICAL INSPECTOR  
PLUMBING INSPECTOR  
PLAN REVIEWER

ROBERT DAVIS  
629 N LAPEER ST  
DAVISON MI 48423

REGISTRATION NO. 002084      EXPIRATION DATE 9/16/09  
BCC-149 (Rev. 9/06)

THIS DOCUMENT IS DULY  
ISSUED UNDER THE LAWS OF  
THE STATE OF MICHIGAN

JENNIFER M. GRANHOLM  
GOVERNOR

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF CONSTRUCTION CODES

MECHANICAL CONTRACTOR LICENSE  
ISSUED BY  
THE BOARD OF MECHANICAL RULES

CONTRACTOR OF RECORD  
DAVIS, ROBERT R

CLASSIFICATIONS

- 1 HYD HTG/COOLING/PROC PIP
- 2 HVAC EQUIPMENT
- 3 DUCTWORK
- 6 UNLIMITED HEATING SRV
- 8 UNLIMITED REF/AC SRV
- 9 FIRE SUPPRESSION

DAVIS, ROBERT R  
629 N LAPEER ST  
DAVISON, MI 48423

LICENSE NO. 7101227      EXPIRATION DATE 08/31/2010  
BCC-868 (5/07)

THIS DOCUMENT IS DULY  
ISSUED UNDER THE LAWS OF  
THE STATE OF MICHIGAN

JENNIFER M. GRANHOLM  
GOVERNOR

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH  
BUREAU OF CONSTRUCTION CODES

MASTER PLUMBER LICENSE  
ISSUED BY  
THE STATE PLUMBING BOARD

COMPANY NAME -

DAVIS, ROBERT R.  
629 N LAPEER ST  
DAVISON, MI 48423

LICENSE NO.  
8105724

EXPIRATION DATE  
4/30/2010

THIS DOCUMENT IS DULY  
ISSUED UNDER THE LAWS OF  
THE STATE OF MICHIGAN

BCC-889 (7/05)

# ELECTRICAL PERMIT APPLICATION

## CITY OF SWARTZ CREEK

8083 Civic Drive • Swartz Creek, Michigan 48473 • Phone (810) 635-4484 • Fax (810) 6352887

GENESEE COUNTY

Authority: 1972 PA 230
Completion: Mandatory to obtain permit
Penalty: Permit can not be issued

### I. Job Location

NAME OF OWNER/AGENT	HAS A BUILDING PERMIT BEEN OBTAINED FOR THIS PROJECT? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
STREET ADDRESS AND JOB LOCATION (Street Number and Name)	NAME OF CITY, VILLAGE OR TOWNSHIP IN WHICH JOB IS LOCATED
	<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township OF:
	COUNTY

### II. Contractor / Homeowner Information

INDICATE WHO THE APPLICANT IS <input type="checkbox"/> Contractor <input type="checkbox"/> Homeowner	NAME	STATE LICENSE NUMBER	EXPIRATION DATE
ADDRESS (Street Number and Name)		STATE REGISTRATION NUMBER	LOCAL LICENSING JURISDICTION
CITY	STATE	ZIP CODE	EXPIRATION DATE
TELEPHONE NUMBER (Include Area Code)		FEDERAL EMPLOYER ID NUMBER (or reason for exemption)	
WORKERS COMPENSATION INSURANCE CARRIER (or reason for exemption)		LIA NUMBER (or reason for exemption)	

### III. Type of Job

<input type="checkbox"/> Single Family	<input type="checkbox"/> New	<input type="checkbox"/> Service Only	<input type="checkbox"/> Premanufactured Home Setup (State Approved)	<input type="checkbox"/> State Owned
<input type="checkbox"/> Other	<input type="checkbox"/> Alteration	<input type="checkbox"/> Special Inspection	<input type="checkbox"/> Manufactured Home Setup (HUD Mobile Home)	<input type="checkbox"/> School

### IV. Plan Review Required

Plans must be submitted with an Application for Plan Examination and the appropriate deposit before a permit can be issued, except as listed below.

Plans are not required for the following:

1. When the electrical system rating does not exceed 400 amps and the building is not over 3,500 square feet in area.
2. Work completed by a governmental subdivision or state agency costing less than \$15,000.00.

If work being performed is described above, check box below "Plans Not Required."

What is the rating of the service or feeder in ampere? \_\_\_\_\_

What is the building size in square footage? \_\_\_\_\_

Plans are required for all other building types and shall be prepared by or under the direct supervision of an architect or engineer licensed pursuant to 1980 PA 299 and shall bear that architect's or engineer's seal and signature.

Plan Review Submission No. \_\_\_\_\_  Plans Not Required

### V. Applicant Signature

Section 23a of the state construction code act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of section 23a are subjected to civil fines.

SIGNATURE OF CONTRACTOR OR HOMEOWNER (Homeowner signature indicates compliance with Section VI. Homeowner Affidavit)	DATE
--	------

### VI. Homeowner Affidavit

I hereby certify the electrical work described on this permit application shall be installed by myself in my own home in which I am living or about to occupy. All work shall be installed in accordance with the Michigan Electrical Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the City Electrical Inspector. I will cooperate with the City Electrical Inspector and assume the responsibility to arrange for necessary inspections.

Complete Application on Back Side

**VII. Fee Clarification**

**Item #17, Mobile Home Unit Site:**  
 When installing a site service in a park, the permit application must include the application fee, service, plus the number of park sites.  
 When setting a HUD mobile home in a park, a permit must include the application fee and a feeder. This shall be done by a licensed electrical contractor.  
 When setting a HUD mobile home or a premanufactured home on private property, a permit must include the application fee, service and feeder.

**VIII. Fee Chart - enter the number of items being installed, multiply by the unit price for total fee.**

	Fee	# Items	Total		Fee	# Items	Total
1. Application Fee (non-refundable)	\$50.00	1	\$50.00	K.V.A. & H. P.			
<b>Service</b>				19. Units up to 20	\$6.00		
2. Through 200 Amp.	\$10.00			20. Units 21 to 50 K.V.A. or H.P.	\$10.00		
3. Over 200 Amp. thru 600 Amp.	\$15.00			21. Units 51 K.V.A. or H.P. & over	\$12.00		
4. Over 600 Amp. thru 800 Amp.	\$20.00			<b>Fire Alarm Systems (not smoke detectors)</b>			
5. Over 800 Amp. thru 1200 Amp.	\$25.00			22. Up to 10 devices	\$50.00		
6. Over 1200 Amp. (GFI only)	\$50.00			23. 11 to 20 devices	\$100.00		
7. Circuits	\$5.00			24. Over 20 devices	\$5.00 each		
8. Lighting Fixtures - per 25	\$6.00			<b>Data / Telecommunication Outlets***</b>			
9. Dishwasher	\$5.00			31. 1 - 19 devices	\$5.00 each		
10. Furnace - Unit Heater	\$5.00			32. 20 - 300 devices	\$100.00		
11. Electrical - Heating Units (baseboard)	\$4.00			33. Over 300 devices	\$300.00		
12. Power Outlets (ranges, dryers, etc.)	\$7.00			25. Energy Retrofit - Temp. Control	\$45.00		
<b>Signs</b>				26. Conduit only or grounding only	\$45.00		
13. Unit	\$10.00			<b>Inspections</b>			
14. Letter	\$15.00			27. Special/Safety Insp. (Includes cert. fee)	\$50.00		
15. Neon - each 25 feet	\$20.00			28. Additional Inspection	\$50.00		
16. Feeders-Bus Ducts, etc. - per 50'	\$6.00			29. Final Inspection	\$50.00		
17. Mobile Home Park Site*	\$6.00			30. Certification Fee**	\$20.00		
18. Recreational Vehicle Park Site	\$4.00			<b>Total Fee (Must include the \$50.00 non-refundable application fee)</b>			

\* See VII. Fee Clarification Item #17 above  
 \*\* Required for all school and state-owned construction projects  
 \*\*\* The Michigan Electrical Code Rules no longer contain requirements to permit and inspect data and telecommunications wiring; therefore, this section is voluntary.

**Make checks payable to " City of Swartz Creek "**

**IX. Instructions for Completing Application**

**General:** Electrical work shall not be started until the application for permit has been filed with the City of Swartz Creek. All installations shall be in conformance with the Michigan Electrical Code. **No work shall be concealed until it has been inspected.** The telephone number for the inspector will be provided on the permit form. When ready for an inspection, call the inspector providing as much advance notice as possible. The inspector will need the **job location and permit number.**

**Expiration of Permit:** A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. **A PERMIT WILL BE CLOSED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN SIX MONTHS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CLOSED PERMITS CANNOT BE REFUNDED OR REINSTATED.**

VALIDATION AREA

# MECHANICAL PERMIT APPLICATION

# CITY OF SWARTZ CREEK

8083 Civic Drive • Swartz Creek, Michigan 48473 • Phone (810) 635-4484 • Fax (810) 6352887

GENESEE COUNTY

Authority:	1972 PA 230
Completion:	Mandatory to obtain permit
Penalty:	Permit cannot be issued

### I. Job Location

NAME OF OWNER/AGENT	HAS A BUILDING PERMIT BEEN OBTAINED FOR THIS PROJECT? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
STREET ADDRESS AND JOB LOCATION (Street Number and Name)	NAME OF CITY, VILLAGE OR TOWNSHIP IN WHICH JOB IS LOCATED <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township   OF: _____
COUNTY	

### II. Contractor / Homeowner Information

INDICATE WHO THE APPLICANT IS <input type="checkbox"/> Contractor <input type="checkbox"/> Homeowner	NAME / CONTRACTOR OF RECORD	COMPANY NAME	LICENSE NUMBER	EXPIRATION DATE
ADDRESS (Street Number and Name)		CITY	STATE	ZIP CODE
TELEPHONE NUMBER (Include Area Code)		FEDERAL EMPLOYER ID NUMBER (or reason for exemption)		
WORKERS COMPENSATION INSURANCE CARRIER (or reason for exemption)		UIA NUMBER (or reason for exemption)		

### III. Type of Job

<input type="checkbox"/> Single Family	<input type="checkbox"/> New	<input type="checkbox"/> Special Inspection	<input type="checkbox"/> Premanufactured Home Setup (State Approved)	<input type="checkbox"/> State Owned
<input type="checkbox"/> Other	<input type="checkbox"/> Alteration	<input type="checkbox"/> LP Tank	<input type="checkbox"/> Manufactured Home Setup (HUD Mobile Home)	<input type="checkbox"/> School

### IV. Plan Review Required

Plans must be submitted with an Application for Plan Examination and the appropriate deposit before a permit can be issued, except as listed below.

Plans are not required for the following:

1. One-and two-family dwellings when the total building heating/cooling system input rating is 375,000 Btu's or less.
2. Alterations and repair work determined by the mechanical official to be of a minor nature.
3. Business, mercantile, and storage buildings having HVAC equipment only, with one fire area and not more than 3,500 square feet.
4. Work completed by a governmental subdivision or state agency costing less than \$15,000.00.

If work being performed is described above, check box below "Plans Not Required."

What is the building size in square footage? \_\_\_\_\_  
 What is the input rating of the heating system in this building? \_\_\_\_\_

Plans are required for all other building types and shall be prepared by or under the direct supervision of an architect or engineer licensed pursuant to 1980 PA 299 and shall bear that architect's or engineer's seal and signature.

Plan Review Submission No. \_\_\_\_\_  Plans Not Required

### V. Applicant Signature

Section 23a of the state construction code act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of section 23a are subjected to civil fines.

SIGNATURE OF CONTRACTOR OR HOMEOWNER (Homeowner's signature indicates compliance with Section VI. Homeowner Affidavit)	DATE
--	------

### VI. Homeowner Affidavit

I hereby certify the mechanical work described on this permit application shall be installed by myself in my own home in which I am living or about to occupy. All work shall be installed in accordance with the Michigan Mechanical Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the City Mechanical Inspector. I will cooperate with the City Mechanical Inspector and assume the responsibility to arrange for necessary inspections.

Complete Application on Back Side

### VII. Fee Clarification

**Item #2, Residential Heating System:** This item is used for the installation of a heating system in a new residential structure. Items #10 Gas Piping and #18 Duct **SHOULD NOT BE** charged. Replacement systems should be itemized.

**Items #14 and #15, Tanks:** A homeowner must own tank to install. If homeowner does not own tank, a licensed mechanical contractor must install tank.

**VIII. Fee Chart - Enter the number of items being installed, multiply by the unit price for total fee.**

	Fee	# Items	Total
1. Application Fee (non-refundable)	\$50.00	1	\$50.00
2. Residential Heating System (includes duct & pipe) <i>New Building Only</i>	\$50.00		
3. Gas/Oil Burning Equipment (furnace, roof top units, generators)	\$30.00		
4. Boiler	\$30.00		
5. Water Heater	\$5.00		
6. Damper	\$5.00		
7. Solid Fuel Equip. (includes chimney)	\$30.00		
37. Gas Burning Fireplace	\$30.00		
8. Chimney, factory built (installed separately)	\$25.00		
9. Solar, set of 3 panels - fluid transfer (includes piping)	\$20.00		
10. Gas Piping; each opening - new installation (residential)	\$5.00		
11. Air Conditioning (includes split systems) RTU - Cooling Only	\$30.00		
12. Heat Pumps (complete residential)	\$30.00		
13. Dryer, Bath & Kitchen Exhaust	\$5.00		
<b>Tanks</b>			
14. Aboveground***	\$20.00		
38. Aboveground Connection	\$20.00		
15. Underground***	\$25.00		
39. Underground Connection	\$25.00		
16. Humidifiers/Air Cleaners	\$10.00		
<b>Piping - minimum fee \$25.00</b>			
17. Piping	\$.05 / ft		
40. Process piping	\$.05 / ft		

	Fee	# Items	Total
18. Duct - minimum fee \$25.00	\$.10 / ft		
19. Heat Pumps; Commercial (pipe not included)	\$20.00		
<b>Air Handlers/Heat Wheels</b>			
20. Under 10,000 CFM	\$20.00		
21. Over 10,000 CFM	\$60.00		
22. Commercial Hoods/Exhausters	\$15.00		
23. Heat Recovery Units	\$10.00		
24. V.A.V. Boxes	\$10.00		
25. Unit Ventilators	\$10.00		
26. Unit Heaters (terminal units)	\$15.00		
27. Fire Suppression/Protection (includes piping) -minimum fee \$20.00	\$.75 / head		
28. Evaporator Coils	\$30.00		
29. Refrigeration (split system)	\$30.00		
30. Chiller	\$30.00		
31. Cooling Towers	\$30.00		
32. Compressor/Condenser	\$30.00		
<b>Inspections</b>			
33. Special/Safety Insp. (includes cert. fee)	\$50.00		
34. Additional Inspection	\$50.00		
35. Final Inspection	\$50.00		
36. Certification Fee	\$20.00		

**Total Fee** (Must include the \$50.00 non-refundable application fee)

**Make checks payable to " City of Swartz Creek "**

\* See VII. Fee Clarification Item #2 on front

\*\*\*See VII. Fee Clarification Items #14 and 15 on front

**IX. Instructions for Completing Application**

**General:** Mechanical work shall not be started until the application for permit has been filed with the City of Swartz Creek. All installations shall be in conformance with the Michigan Mechanical Code. **No work shall be concealed until it has been inspected.** The telephone number for the inspector will be provided on the permit form. **When ready for an inspection, call the inspector providing as much advance notice as possible.** The inspector will need the job location and permit number.

**Expiration of Permit:** A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. **A PERMIT WILL BE CLOSED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN SIX MONTHS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CLOSED PERMITS CANNOT BE REFUNDED OR REINSTATED.**

VALIDATION AREA

**PLUMBING PERMIT APPLICATION**

# CITY OF SWARTZ CREEK

GENESEE COUNTY

8083 Civic Drive • Swartz Creek, Michigan 48473 • Phone (810) 635-4484 • Fax (810) 6352887

Authority:	1972 PA 230
Completion:	Mandatory to obtain permit
Penalty:	Permit cannot be issued

**I. Job Location**

NAME OF OWNER/AGENT		HAS A BUILDING PERMIT BEEN OBTAINED FOR THIS PROJECT?	
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required	
STREET ADDRESS AND JOB LOCATION (Street Number and Name)		NAME OF CITY, VILLAGE OR TOWNSHIP IN WHICH JOB IS LOCATED	COUNTY
		<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township <b>OF:</b>	

**II. Contractor / Homeowner Information**

INDICATE WHO THE APPLICANT IS		NAME OF PLUMBING CONTRACTOR OR HOMEOWNER		CONTRACTOR LICENSE NUMBER		EXPIRATION DATE	
<input type="checkbox"/> Contractor <input type="checkbox"/> Homeowner <input type="checkbox"/> Master <input type="checkbox"/> Water Treatment Installer							
ADDRESS (Street Number and Name)			CITY	STATE	ZIP CODE		
TELEPHONE NUMBER (include Area Code)				FEDERAL EMPLOYER ID NUMBER (or reason for exemption)			
WORKERS COMPENSATION INSURANCE CARRIER (or reason for exemption)				UIA NUMBER (or reason for exemption)			
NAME OF MASTER PLUMBER				MASTER LICENSE NUMBER		EXPIRATION DATE	
BUSINESS / BRANCH ADDRESS			CITY	STATE	ZIP CODE		

**III. Type of Job**

<input type="checkbox"/> Single Family	<input type="checkbox"/> New	<input type="checkbox"/> Sewer Only	<input type="checkbox"/> Water Service Only	<input type="checkbox"/> Premanufactured Home Setup (State Approved)	<input type="checkbox"/> State Owned
<input type="checkbox"/> Other	<input type="checkbox"/> Alteration	<input type="checkbox"/> Special Inspection	<input type="checkbox"/> Manufactured Home Setup (HUD Mobile Home)	<input type="checkbox"/> School	

**IV. Plan Review Required**

**Plans must be submitted with an Application for Plan Examination and the appropriate deposit before a permit can be issued, except as listed below.**

**Plans are not required** for the following:

- One-and two-family dwelling containing not more than 3,500 square feet of building area.
- Alterations and repair work determined by the plumbing official to be of a minor nature.
- Buildings with a required plumbing fixture count less than 12.
- Work completed by a governmental subdivision or state agency costing less than \$15,000.00.

If work being performed is described above, check box below "Plans Not Required."

**Plans are required** for all other building types and shall be prepared by or under the direct supervision of an architect or engineer licensed pursuant to 1980 PA 299 and shall bear that architect's or engineer's seal and signature.

Plan Review Submission No. \_\_\_\_\_  Plans Not Required

**V. Applicant Signature**

**Section 23a of the state construction code act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators of Section 23a are subjected to civil fines.**

SIGNATURE OF PLUMBING CONTRACTOR, MASTER PLUMBER, WATER TREATMENT INSTALLER OR HOMEOWNER (Homeowner's signature indicates compliance with Section VI. Homeowner Affidavit)	DATE

**VI. Homeowner Affidavit**

I hereby certify the plumbing work described on this permit application shall **be installed by myself in my own home** in which I am living or about to occupy. All work shall be installed in accordance with the Michigan Plumbing Code and shall not be enclosed, covered up, or put into operation until it has been inspected and approved by the City Plumbing Inspector. I will cooperate with the City Plumbing Inspector and assume the responsibility to arrange for necessary inspections.

**Complete Application on Back Side**

**VIIa. Fee Clarification**

**Item #2, Mobile Home Unit Site:** WHEN item is used for sewer excavations in a new park, the permit application should include the application fee plus the number of unit sites. WHEN setting a mobile home in a park, or a mobile or modular home on private property, a permit should include the application fee, a sewer or building drain, and a water service or water distribution pipe.

**VIIb. Fee Clarification (continued)**

<b>Item #3, Fixtures, Floor Drains, Special Drains and Water Connected Appliances Include:</b>					
Water Closets	Sink (any description)	Slop Sink	Drinking Fountain	Floor Drain	Water Outlet or Connection to any Make-up Water Tank
Bathub	Emergency Eye Wash	Bidet	Condensate Drain	Roof Drain	Water Outlet or Connection to Heating System
Lavatories	Emergency Shower	Cuspidor	Washing Machine	Grease Trap	Water Outlet or Connection to Filters
Shower Stall	Garbage Grinder	Dishwasher	Acid Waste Drain	Starch Trap	Connection to Sprinkler System (Irrigation)
Laundry Tray	Water Outlet Cooler	Refrigerator	Embalmng Table	Plaster Trap	Water Connected Sterilizer
Urinal	Ice Making Machine	Water Heater	Bed Pan Washer	Water Softener	Water Connected Dental Chair
Autopsy	Water Connected Still				Water Connection to Carbonated Beverage Dispensers

**Plus Any Other Fixture, Drain or Water Connected Appliance Not Specifically Listed**

**Item #25, Domestic Water Treatment and Filtering Equipment:** A license is not required for the installation of domestic water treatment and filtering equipment that requires modification to an existing cold water distribution supply and associated water piping in buildings if a permit is secured, required inspections performed and the installation complies with the applicable code. If the enforcing agency determines a violation exists, it shall be corrected by the responsible installer. The permit application shall include the application fee, the number of water treatment devices recorded in Item #25 for \$5.00 each and the appropriate water distribution pipe (system) size fee.

**VIII. Fee Chart - Enter the number of items being installed, multiply by the unit price for total fee.**

	Fee	# Items	Total		Fee	# Items	Total
1. Application Fee (non-refundable)	\$50.00	1	\$50.00	Water Distributing Pipe (system)			
2. Mobile Home Park Site*	\$5.00 each			14. 3/4" Water Distribution Pipe	\$5.00		
3. Fixtures, floor drains, special drains, water connected appliances	\$5.00 each			15. 1" Water Distribution Pipe	\$10.00		
4. Stacks (soil, waste, vent and conductor)	\$3.00 each			16. 1-1/4" Water Distribution Pipe	\$15.00		
5. Sewage ejectors, sumps	\$5.00 each			17. 1-1/2" Water Distribution Pipe	\$20.00		
6. Sub-soil drains	\$5.00 each			18. 2" Water Distribution Pipe	\$25.00		
Water Service				19. Over 2" Water Distribution Pipe	\$30.00		
7. Less than 2"	\$5.00			20. Reduced pressure zone back-flow preventer	\$5.00 each		
8. 2" to 6"	\$25.00			25. Domestic water treatment and filtering equipment <b>only**</b>	\$5.00		
9. Over 6"	\$50.00			26. Medical Gas System	\$45.00		
10. Connection (bldg. drain-bldg. sewers)	\$5.00			Inspections			
Sewers (sanitary, storm or combined)				21. Special/Safety Insp. (includes cert. fee)	\$50.00		
11. Less than 6"	\$5.00			22. Additional Inspection	\$50.00		
12. 6" and Over	\$25.00			23. Final Inspection	\$50.00		
13. Manholes, Catch Basins	\$5.00 each			24. Certification Fee	\$20.00		

\* See VIIa. Fee Clarification Item #2 on front  
 \*\*See VIIb. Fee Clarification Item #25 above

**Total Fee (Must include the \$50.00 non-refundable application fee)**

**Make checks payable to "City of Swartz Creek"**

**IX. Instructions for Completing Application**

**General:** Plumbing work shall not be started until the application for permit has been filed with the City of Swartz Creek. All installations shall be in conformance with the Michigan Plumbing Code. **No work shall be concealed until it has been inspected.** The telephone number for the inspector will be provided on the permit form. When ready for an inspection, call the inspector providing as much advance notice as possible. The inspector will need the job location and permit number.

**Expiration of Permit:** A permit remains valid as long as work is progressing and inspections are requested and conducted. A permit shall become invalid if the authorized work is not commenced within six months after issuance of the permit or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. **A PERMIT WILL BE CLOSED WHEN NO INSPECTIONS ARE REQUESTED AND CONDUCTED WITHIN SIX MONTHS OF THE DATE OF ISSUANCE OR THE DATE OF A PREVIOUS INSPECTION. CLOSED PERMITS CANNOT BE REFUNDED OR REINSTATED.**

**VALIDATION AREA**

# CITY OF SWARTZ CREEK

8083 Civic Drive • Swartz Creek, Michigan 48473 • Phone (810) 635-4484 • Fax (810) 6352887

GENESEE COUNTY

LOCATION	OWNER
<p>1234567890 1234567890</p>	<p>1234567890 1234567890</p>
<p>APPROVED PLANS MUST BE RETAINED ON JOB AND THIS CARD KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE. WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, SUCH BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN APPROVED. ALL PERMITS VALID FOR ONE (1) YEAR. 24 HOURS NOTICE</p>	CONTRACTOR
	<p>1234567890 1234567890</p>

APPROVED: \_\_\_\_\_

**POST THIS CARD SO IT IS VISIBLE FROM THE STREET**

Building Inspection Approvals	Plumbing Inspection Approvals	Electrical Inspection Approvals
Foundation	Rough	Rough
Rough	Final	Final
Insulation	Heating Inspection Approvals	Refrigeration Inspection Approvals
Final	Rough	Rough
	Final	Final

# Requirements for a Construction Board of Appeals

- 1) Posting on Municipality doors at least 18 hours prior to meeting. Posting must contain name, address, and telephone number of the public body to which the notice applies, and where the official minutes of the public body are maintained and available for inspection.
- 2) Draft minutes are to be available to public within 8 days of meeting. Approved minutes within 5 days after meeting at which the minutes are approved. Minutes must contain the date, time, and place of the meeting, members present and absent, any decisions made, and a reference to the substance and disposition of all roll call votes, including how each member voted.
- 3) Final decision must be rendered within 30 days of the appeal submittal; Proper notice must be distributed, a hearing held, and a decision delivered within those 30 days. Official records of all hearings should be prepared and include the following:
  - 1) Notices, pleadings, motions, and intermediate rulings.
  - 2) Questions and offers of proof, objections, and rulings thereon.
  - 3) Evidence presented.
  - 4) Matters officially noticed, except matters so obvious that a statement of them would serve no useful purpose, i.e., Lansing is in Michigan.
  - 5) Findings and exceptions.
  - 6) Decision and reasons for the decision.
- 4) Notices to interested parties by hand delivery or by certified or registered mail, so there is proof of service. Notices should include: statement of date, hour, place and nature of the hearing, statement of legal authority and jurisdiction under which the hearing is to be held, reference to the particular section(s) of statutes, rules, or codes involved., a short statement of the matters asserted.
- 5) Interested parties served with a notice of hearing may file written answers before the date set for the hearing. Interested parties may also file written rebuttals.
- 6) Section 15 of the Act is applicable throughout the state and prevails over provisions in nationally recognized codes. Section 15(1) provides, in part: "... a board of appeals may grant a specific variance to a substantive requirement of the code if the literal application of the substantive requirement would result in an exceptional, practical difficulty to the applicant and if both of the following requirements are satisfied:
  - 1) The performance of the particular item or part of the building or structure with respect to which the variance is granted shall be adequate for its intended use and shall not substantially deviate from performance required by the code of that particular item or part for the health, safety, and welfare of the people of this state.

- 2) The specific condition justifying the variance shall be neither so general nor recurrent in nature as to make an amendment of the code with respect to the condition reasonably practical or desirable.”

Section 15(2) States:

“A board of appeals may attach in writing any condition in connection with the granting of a variance that in its judgment is necessary to protect the health, safety and welfare of the people of this state. The breach of a condition shall automatically invalidate the variance and any permit, license and certificate granted on the basis of it. In no case shall more than minimum variance from the code be granted than is necessary to alleviate the exceptional, practical difficulty.”

NOTES: Include policy regarding “if a party fails to appear”?

LOIS KAY CONTRACTING  
S.G. Asphalt Paving Co.

3046 CARROLLTON RD.  
SAGINAW, MI 48604  
PHONE: (989) 753-3618  
FAX: (989) 753-4711

FAX TRANSMITTAL

TO: Tom / Lou  
FROM: Ronc  
DATE: 9/16/09

NUMBER OF PAGES (EXCLUDING COVER PAGE): 1

COMMENTS: Marush Rd / I-69  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WBE/DBE CERTIFIED  
EQUAL OPPORTUNITY EMPLOYER

**LOIS KAY CONTRACTING****S.G. Asphalt Paving Co.**3046 Carrollton Road  
Saginaw, MI 48604  
Phone: (989) 753-3618  
Fax: (989) 753-4711

9/16/09

City of Swartz Creek  
Attn: Tom Svrcek  
Ref: Pavement rehabilitation: Morrish Rd @ I-69

Option A: (590 Syd's)

1. Set up part-width traffic control.
2. Sawcut and remove existing concrete pavement.
3. Regrade and compact existing base.
4. Pave with 9" Hma.
5. Repeat steps to complete 2<sup>nd</sup> half.

Lump Sum: \$35,513.00

Note: Restoration of pavement markings not part of this bid!  
Note: NB Morrish Rd to EB I-69 will be closed for at least (2) days!

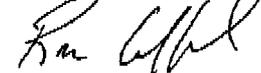
Option B: (590 Syd's)

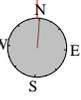
1. Set up traffic control.
2. Cold mill existing concrete 2.5"
3. Remove and hand patch any remaining cold patch.
4. ~~Clean and tack pavement.~~
5. Resurface with 2.5" Hma.

Lump Sum: \$19,660.00

Note: Restoration of pavement markings not part of this bid!

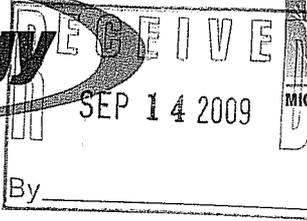
Thank You,

Ron Coffel  
Estimator*We are proud to be an equal opportunity employer*



Approximate area calculated for add-on work

**Consumers Energy**



September 11, 2009

Mr. Adam Zettel  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48838

Dear Mr. Zettel:

The Michigan Forestry and Park Association is pleased to inform you that your Community Tree Planting Grant request for City of Swartz Creek has been approved by Consumers Energy in the amount of \$2,498.00. Due to the large volume of grant requests, it was necessary to proportionally reduce each grant request to fit within the overall amount of money available in this grant program.

To accept this grant, please sign and date the enclosed Tree Planting Agreement and return it to J. Michael O'Connor at the address below. The grant will be awarded once your project is completed and field checked by Consumers Energy.

Consumers Energy works to deliver safe, reliable electric service to its 1.8 million customers in Michigan's Lower Peninsula. Planting the right trees in the right places helps achieve those goals and provides for a healthier community environment.

Best regards,

J. James Kielbaso, President  
Michigan Forestry and Park Association

Return Tree Planting Agreement to:  
Consumers Energy - Forestry Operations  
J. Michael O'Connor, Senior Forester  
1945 W. Parnall Rd.  
Jackson, MI 49201  
517-788-1289

GENESEE COUNTY WATER SUPPLY SYSTEM  
 RATES FOR SERVICE FOR WATER BILLS RENDERED  
 ON AND AFTER SEPTEMBER 2, 2009

**COPY**

\*\*\*\*\*

The rates to be charged for water furnished by the System shall be as hereinafter set forth. Water to be furnished by the System shall be measured by a meter or equivalent meters, installed and controlled by the County. Charges for water service will be made for water furnished based upon monthly, bimonthly, and quarterly billings as set forth herein.

**I. RATES BASED ON SUMMATION OF INDIVIDUAL METER READINGS (MONTHLY CHARGES)**

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 13.38	\$13.38
3/4	\$ 20.07	¾ or larger \$20.07
1	\$ 33.45	
1-1/2	\$ 66.90	
2	\$ 107.04	
3	\$ 200.70	
4	\$ 334.50	
6	\$ 669.00	
8	\$ 1,070.40	
10	\$ 1,605.60	
12	\$ 2,876.70	

(Irrigation meters are an automatic charge May 1 through October 31 or any quarter that usage is recorded) Rate becomes effective on date signed.

**II. RATES BASED ON MASTER METER READINGS**

**A. MONTHLY**

<u>Equivalent Meters</u>	<u>Readiness to Serve Charge @ \$131.83 / eq. meter</u>
25	\$ 3,295.75
50	\$ 6,591.50
80	\$ 10,546.40
120	\$ 15,819.60
165	\$ 21,751.95
215	\$ 28,343.45
320	\$ 42,185.60

The number of equivalent meters is based on the peak monthly flow from the prior calendar year. An equivalent meter size will be determined based on the peak monthly flow being 75% of the meter capacity. The meter capacity and number of capacity equivalent meters will be based on current AWWA standards. The meter size and number of equivalent meters will be based on standard meter sizes, with a minimum of 25 equivalent meters.

**III. COMMODITY CHARGES (applies to both Individual and Master Meters):**

The total commodity charge is \$2.540 per 100 cubic feet. This sum is the total of \$0.849 per 100 cu.ft. plus the DWSD commodity charge, which is charged to the City of Flint and City of Flint mark-up - currently estimated at \$1.691 per 100 cu. ft.

**IV. QUARTERLY RATES (applies to Individual Meters):**

Multiply readiness to serve charge by three.

**V. WATER STATION RATES**

The commodity charge for watering is \$3.11 per 100 cubic feet (0.25 per 60 gallons). No Readiness to Serve charge. Accounts shall be billed monthly.

**VI. HYDRANT METER RATES**

The commodity charge is \$3.11 per 100 cubic feet. No Readiness to Serve charge. Accounts shall be billed within 30 days of use.

**VII. COUNTY CAPITAL IMPROVEMENT FEE**

The County will charge a Capital Improvement Fee of \$1,000 per unit based upon the Residential Equivalent Units prior to the issuance of a Water Permit (B-Permit). The County Agency shall collect the fee.

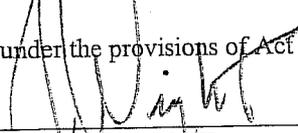
**VIII. CITY OF FLINT FRANCHISE RATES**

The County will add \$1.00 per month to the amount the City of Flint bills the franchise customers for each 5/8-inch meter equivalence plus \$0.10 per each 100 cubic feet of volume used.

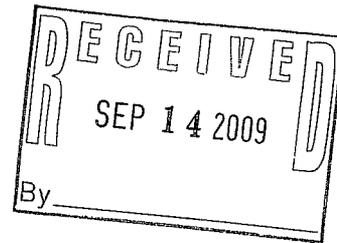
The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Jeffrey Wright, Drain Commissioner, as County Agency under the provisions of Act 342, Michigan Public Acts of 1939, as amended.

Dated: 7.7.09

  
 \_\_\_\_\_  
 JEFFREY WRIGHT  
 Genesee County Drain Commissioner, the County Agency 138

September 9, 2009



City of Swartz Creek  
Attn: Juanita Aguzura  
8083 Civic Drive  
Swartz Creek, MI 48473-1377

**RE: TowerCo Site: MI2142 / Elms Park**

Dear City of Swartz Creek:

This letter follows the correspondence from TowerCo in March of this year regarding the TowerCo Ground Rights Purchase Program. This program offers qualified landowners a generous financial alternative to the monthly rent lease arrangement presently in place, and is offered in specific cases that meet certain criteria. I have researched the details of your lease agreement with TowerCo and the tower facility located on your property, and am pleased that I am able to make this program available to you.

Specifically, I am able to offer to you the amount of **\$100,000** for an easement under the area defined as the leased space or leased premises in your lease agreement with TowerCo, together with non-exclusive easements for access and utilities that currently serve the tower facility related equipment.

The parties will sign a standard purchase agreement that will set forth the price and the terms of the arrangement. At the closing, TowerCo will pay the amount to you in exchange for an easement for the space, and non-exclusive easements for the access and utility areas. Further, you will then assign the lease agreement you have to TowerCo.

The easement and tower facility will remain on the land only until such time as it is no longer needed or is no longer operational. The easement will continue to require that TowerCo pay all real estate taxes, maintain the tower facility, maintain insurance coverage for the tower and other improvements, and remove the tower and equipment at the expiration of the easement.

To close the transaction, TowerCo will order and obtain a title report, a survey of the tower site as set forth in the current lease agreement, and complete other investigations, all at no cost to you. It is estimated that these inspections and reports will be completed in approximately sixty (60) days following the execution of the agreement.

This program allows you to take advantage of the time value of money and guarantee to you a specified amount for the use of your land for the location of the tower, regardless of what happens to technology or the economy in the next 10 to 20 years. In addition, the conveyance of the easement is treated as a 'capital gain' and is currently taxed at fifteen percent (15%)



5000 Valleystone Dr.  
Suite 200  
Cary, NC 27519

address 919.469.5559

main 919.469.5530

fax info@towerco.com

email towerco.com

rather than at ordinary income tax rates. Because each situation is unique, you should discuss the financial aspects and related tax implications with your personal advisor. TowerCo's objective is to decrease its monthly rental payments by investing in its own assets. By providing a lump sum amount for the easement and taking assignment of the lease agreement, they will be able to increase their monthly cash flow.

This letter is not a contract or agreement for the purchase and sale of the easement, but is designed to outline the terms on which the agreement will be drafted.

Please review this letter and feel free to contact me if there are any questions. I look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'RTS', with a long horizontal flourish extending to the right.

Rich Toscano  
Authorized Representative of TowerCo  
866.319.0843 main  
941.224.7948 cell  
[RToscano@towerco.com](mailto:RToscano@towerco.com)

**Paul Bueche**

---

**From:** Fire Chief Brent Cole [brentcole@scafd.com]  
**Sent:** Monday, September 14, 2009 1:16 PM  
**To:** Paul Bueche  
**Subject:** RE: {Spam?} RE: Pancake Breakfast  
**Attachments:** GenLiabPolicy2009-2010 051509.pdf

Paul,  
Please find attached the association general liability policy that expires in July 2010.  
At the bottom of the second page, Swartz Creek is listed as Additional Interests.  
I will pass along your approval.  
Thanks,  
Brent

---

**From:** Paul Bueche [mailto:PBueche@cityofswartzcreek.org]  
**Sent:** Monday, September 14, 2009 12:49  
**To:** Fire Chief Brent Cole  
**Subject:** {Spam?} RE: Pancake Breakfast

B,

Not a problem. Can I get a certificate of insurance (Association?) naming the City as an additional insured party?

Thanx...

P

---

**From:** Fire Chief Brent Cole [mailto:brentcole@scafd.com]  
**Sent:** Monday, September 14, 2009 9:31 AM  
**To:** Paul Bueche  
**Subject:** Pancake Breakfast

Paul,  
The Swartz Creek Area Firefighters are planning a Halloween pancake breakfast for Saturday, October 31, 2009.  
Can we utilize the station 1 bay area for this event?  
Thanks,  
Brent

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 07-17-2009

AGENCY BLACKMORE-ROWE SWARTZ CREEK IN  
01-0390-00 21 MKT TERR 079 (810) 720-8244  
INSURED SWARTZ CREEK AREA FIRE FIGHTERS INC

POLICY NUMBER 022374-14923593-09

ADDRESS 8100B CIVIC DR  
SWARTZ CREEK, MI 48473-1590Agency  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
07-17-2009	to 07-17-2010

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

## COMMON POLICY INFORMATION

BUSINESS DESCRIPTION: Club

ENTITY: Corporation

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S).	PREMIUM
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL GENERAL LIABILITY COVERAGE	\$62.00
MINIMUM PREMIUM ADJUSTMENT (GL)	113.00
TOTAL	\$175.00

FORMS THAT APPLY TO ALL COVERAGE PART SHOWN ABOVE (EXCEPT GARAGE LIABILITY, DEALER'S BLANKET, COMMERCIAL AUTOMOBILE, IF APPLICABLE)  
55000 (01-87)

A Merit Rating Plan Factor of 0.95 Applies.

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF SECTION 2236 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.2236.

AUTO-OWNERS INS. CO.

AGENCY BLACKMORE-ROWE SWARTZ CREEK IN  
01-0390-00 21 MKT TERR 079

Agency POLICY NUMBER 022374-14923593-09  
Bill

INSURED SWARTZ CREEK AREA FIRE FIGHTERS INC

Term 07-17-2009 to 07-17-2010

**COMMERCIAL GENERAL LIABILITY COVERAGE**

**LIMITS OF INSURANCE**

General Aggregate	\$1,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	1,000,000
Personal Injury And Advertising Injury	1,000,000
Each Occurrence	1,000,000
Damage to Premises Rented to You (Fire Damage)	50,000 Any One Premises
Medical Payments	5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55300.

AUDIT TYPE: Non-Audited

FORMS THAT APPLY TO THIS COVERAGE: 59350 (01-08) IL0021 (11-85) CG0168 (10-92)  
IL0017 (11-85) IL0286 (12-90) 55146 (06-04) 55160 (12-04) 55296 (07-05)  
55300 (07-05) 55202 (12-04)

**LOCATION OF PREMISES YOU OWN, RENT OR OCCUPY**

LOC 001 BLDG 001 8100B Civic Dr  
Swartz Creek, MI 48473-1376

TERRITORY: 005 COUNTY: Genesee

Classification	Subline	Premium Basis	Rates	Premium
<b>CODE 41670</b>				
Clubs - Civic, Service Or Social -	Prem/Op	Members	Each 1	
No Buldings Or Premises Owned Or	Prod/Comp Op	30	1.346	\$40.00
Leased Except For Office Purposes		30	.014	\$1.00
(Not-For Profit)				
<b>CODE 49950</b>				
Additional Interests	Prem/Op	Flat Charge		\$20.00
Sched Add'l Ins-Excl Prod/Cops				
Cityof Swartz Creek				
TERRORISM - CERTIFIED ACTS	SEE FORM	59350, 55405, 59390		\$1.00

LOCATION 001 PREMIUM \$62.00

## Paul Bueche

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**From:** Michigan Municipal League [nbrown@mml.org]  
**Sent:** Tuesday, September 22, 2009 10:15 AM  
**To:** Paul Bueche  
**Subject:** MML Legislative Link 9-22-09



September 22, 2009

### Save the Date

[The League's Annual Convention](#)  
 Sept. 22-25, Kalamazoo

[Planning for the 21st Century Suburb](#)  
 WSU Oakland Center,  
 Farmington Hills

[2009 Asset Management Conference](#)  
 Oct 27, Marquette

### The Buzz

[State Seeks \\$830 Million to Upgrade Rails](#)  
 Detroit Free Press  
 9/20/09

### What's New

[East Lansing Pursues \\$20 Million for Transport Hub](#)

[Oct. 1 is too Late to Start Michigan's Fiscal Year](#)

[September/October 2009 Michigan Municipal Review](#)

[League's New PA 312 Webpage](#)

[New Events Newsletter: The Loop, Your Source for Municipal Education](#)

### Grants & Projects

[Wood Energy Preliminary Assessment Grants](#)

## Fate of Revenue Sharing Still Unknown

A big THANK YOU to all of our members who contacted their legislators last week to oppose the agreement on "target budget numbers" for revenue sharing equal to



\$163.4 million in cuts (which mirrors a 12% cut to each community based on the combined Constitutional and Statutory amounts). Last week the House members caucused in private to discuss the budget issues. As of right now, there is still no General Government conference committee set up to vote on the proposed cuts. We expect the action will take place sometime in the middle of this week, although that could change quickly. With less than two weeks to go before the budget needs to be resolved, anything can happen. We need you to continue staying active until we reach the end. We know many legislators do not want to make these cuts and we need to encourage them to seek other options. [Click here](#) to see how much your community stands to lose!

## Stimulus Funding Update



**Michigan Awarded \$19.5 Million for Energy Efficiency Projects** – The federal Department of Energy has [awarded Recovery Act funding to Michigan and 22 other states](#) to support energy efficiency and conservation activities under the Energy Efficiency and Conservation (EECBG) Block Grant program. Through the [League's "Green Communities Challenge" program](#), we've been actively working with the state [Bureau of Energy Systems](#) to get communities ready to apply for these funds. Local

[Michigan Humanities Council Grants/Events](#)

[MI Housing Community Development Funds](#)

[Federal Brownfield Funding](#)

## Related Links

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

[Resources](#)

communities will be able to use these funds for a wide variety of activities, including building audits and retrofits, financial incentive programs, upgrades to traffic signals and streetlights, implementation and enforcement of advanced building codes, and installation of renewable energy technologies on government buildings. [More>](#)

[Broadband Projects Submitted](#)

[Michigan Recovery Act Funding Tracking Map Created](#)

**Other Stimulus Information** – Visit the [League's Economic Stimulus webpage](#), the [Michigan's recovery website](#), or the [federal recovery website](#) frequently for information on stimulus programs of interest to Michigan communities.

## State Affairs Update

**Countdown to Chaos – Version 2009** – Well we didn't want to do it, and we're hopeful it won't come to this again, but with less than 2 weeks before another state shutdown,



the League and its partners in the [Michigan Fiscal Responsibility Project](#) are speaking out and reviving the "Countdown to Chaos" website. So its time to tell your state legislators, Speaker Dillon, Senate Majority Leader Bishop and the Governor that they need to pass a balanced budget that invests in Michigan and makes no more cuts to programs, like revenue sharing, that provide critical services back home -- where they live too! [More>](#)

[MDOT Plan for Redistributing Bid Savings ON ARRA Local Road Projects](#)

[Supreme Court Rules on Water Rate Case](#)

[Water Quality Improvement Grants Available](#)

[Environment and Energy "Epprentice" Experience](#)

[Sustainable Communities Program Funding Available](#)

## Federal Update

**Congress Back in Session** – Congress has returned to session and familiar issues impacting local government remain front and center -- health care reform, energy/climate legislation and transportation. [More>](#)



[Ready to be Counted?](#)

[National Report on City Fiscal Conditions Released](#)

[Hazard Mitigation Funds Available](#)

[Fall Flu Season Preparation Underway](#)

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*Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105*



## Paul Bueche

**From:** Michigan Municipal League [dwestbrook@mml.org]  
**Sent:** Thursday, September 24, 2009 8:31 AM  
**To:** Paul Bueche  
**Subject:** News from the 'Zoo 9/23/09 - League Annual Convention Highlights



### Wednesday Highlights

**7:15 – 8:15 am**  
MWIMG Eggs & Issues  
Breakfast

**8:30 - 10:45 am**  
**General Session**  
Parade of Flags

Community Excellence  
Award Presentations

Places and Spaces

**11:00 am – 12:00 pm**  
Annual Business Meeting

**1:45 - 3:00 pm**  
MLGMA Colloquium  
Session Follow-Up

The New Code on the  
Block

LEED Meets  
Neighborhood  
Development

Transit Systems Join  
Forces to Move Michigan  
Forward

Battle of the Right of Way

### Highlights from the 111th Annual Convention

#### Creating New Communities: Placemaking

The first general session of the League convention kicked off with a bang...with Fred Kent leading the charge about how to make better places and better communities! Fred is the founder and President of Project for Public Spaces (PPS), a nonprofit organization dedicated to helping people create and sustain public places that build communities. League members saw examples of what PPS is doing to help communities throughout the world, and the examples were stunning. Here in the U.S., PPS has assisted communities like Chicago and New York in moving their communities to the 21st century.



[Click here to read more>](#)

#### And the Winner Is....

As usual the Community Excellence Awards presentations were excellent. We heard seven presentations starting with Mt. Pleasant's restoration project of the Borden building. The other presentations included Allegan's



Business Technology and  
Research Park Tour

**3:30 - 4:45 pm**  
Weathering the  
Foreclosure Crisis

Promoting Small Business  
and Entrepreneurs

Finding Opportunities in  
Recessionary Times

Town-Gown Relations

Lobbying 101: The  
Practice of Influence

Doing the Municipalities'  
Business in the Open

**5:00 – 6:30 pm**  
Vendor Reception

Only One Allegan community marketing project, Wyoming's TEAM 21 project, a project directed at their community's youth, Marquette's 21st Century City project focused on the use of form based code, the Village of Lexington's Bach festival which as you might imagine is a classic music festival, Lathrup Village's Time Bank project which is a community service project where neighbor helps neighbor, and last but not least Cadillac's Clam River greenway project, a recreation pathway built through the community.

[Click here to read more>](#)

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## New Board Members Sworn In

Once a year at Convention we take the opportunity to conduct business. A necessary element of our gathering, it gives members a chance to provide input on our Legislative Core Principles. And perhaps the most important activity is the swearing in of new members to the League Board of Trustees.



The six new board members are Pat Capek, Councilwoman from Cedar Springs; John Davidson, Commissioner, Bay City; David Lossing, Mayor, Linden; Gary McDowell, Mayor, Adrian; Larry Nielsen, Manager, Paw Paw; and, Susan Rowe, Councilwoman, Wayne. Finally, it also gave our outgoing President, Robin Beltramini of Troy the opportunity to discuss the year in review.

[Click here to read more>](#)

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## Transit Systems Join Forces

Dale Hein and Bill Schomisch from Kalamazoo Metro Transit joined us early this afternoon to talk about their efforts to merge out-county and city transit operations under one, county-wide umbrella. The new transit authority has encountered numerous hurdles as they seek to move away from systems that have been operating as two separate authorities, many times offering similar services to identical constituencies. This has been a long-term project that began shortly after the 2000 census and continues today. While the failure of a unified millage proposal on the November 2008 ballot has set plans back slightly, this group is determined to find ways to integrate urban and rural service offerings and reduce inefficiency and duplication of effort.

[Click here to read more>](#)

## Politics (Michigan style) – Convoluted? Yes. Impenetrable? No.

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Here's what today's Lobbying 101 panel said about influencing lawmakers through effective communication . . . Whether it's the first line in your email or the first words out of your mouth, **be direct in your request** - "I'm asking you to oppose X bill, which cuts funding by X amount in my community. **Dumb it down a notch and localize** - "if this proposal passes it will literally cost us 10 police officers / 15 firefighters / 30 furlough days" (you get the drift). It's too easy for legislators to say "I'm with you" only to vote the opposite - **get a "yes" or "no"** and get it in writing. **It's accountability, it's not personal** - "look senator, I respectfully disagree and it's my responsibility to let the people and media in our district know you voted against us."

[Click here to read more>](#)

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*Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105*



***(Add-On Agenda Item, September 28, 2009 Regular Council Meeting. Designation of Flood Prone Hazard Areas & Rate Maps)***

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**Resolution No. 090928-8G      ADOPT ORDINANCE #404, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE PROGRAM, DESIGNATION OF FLOOD PRONE HAZARD AREAS, RATE MAPS**

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

**I Move** the City of Swartz Creek enact Ordinance #404, an ordinance to designate an enforcing agency to discharge the responsibility of the City of Swartz Creek, located in Genesee County, and to designate regulated flood hazard areas, under the provisions of the State Construction Code Act, No. 230, of the Public Acts of 1972, as amended, ordinance as follows:

**CITY OF SWARTZ CREEK  
Ordinance No. 404**

AN ORDINANCE TO DESIGNATE AN ENFORCING AGENCY TO DISCHARGE THE RESPONSIBILITY OF THE CITY OF SWARTZ CREEK LOCATED IN GENESEE COUNTY, AND TO DESIGNATE REGULATED FLOOD HAZARD AREAS UNDER THE PROVISIONS OF THE STATE CONSTRUCTION CODE ACT, NO. 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED.

**The City of Swartz Creek Ordains:**

**Section 1. Agency Designated.**

Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, the Building Official of the City of Swartz Creek is hereby designated as the enforcing agency to discharge the responsibility of the City of Swartz Creek under Act 230, of the Public Acts of 1972, as amended, State of Michigan. The City of Swartz Creek assumes responsibility for the administration and enforcement of said Act through out the corporate limits of the community adopting this ordinance.

**Section 2. Code Appendix Enforced.**

Pursuant to the provisions of the state construction code, in accordance with Section 8b(6) of Act 230, of the Public Acts of 1972, as amended, Appendix G of the Michigan Building Code shall be enforced by the enforcing agency within the City of Swartz Creek.

**Section 3. Designation of Regulated Flood Prone Hazard Areas.**

The Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) Entitled Genesee County, Michigan (All Jurisdictions) and dated September 25, 2009 and the Flood Insurance Rate Map(s) (FIRMS) panel number(s) of 26049C0277D, 26049C0278D, 26049C0279D, and 26049C0281D and dated September 25, 2009 are adopted by reference for the purposes of administration of the Michigan Construction Code, and declared to be a part of Section 1612.3 of the Michigan Building Code, and to provide the content of the "Flood Hazards" section of Table R301.2(1) of the Michigan Residential Code.

**Section 4. Repeals.**

All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

**Section 5. Effective Date.**

This ordinance shall take effect on November 2, 2009

Moved: Councilmember \_\_\_\_\_  
Second: Councilmember \_\_\_\_\_  
Voting For: \_\_\_\_\_.  
Voting Against: \_\_\_\_\_.  
Absent: \_\_\_\_\_.

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
Richard B. Abrams, Mayor

\_\_\_\_\_  
Juanita Aguilar, City Clerk

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. 404 which was enacted by the Swartz Creek City Council at a regular meeting held on the 28<sup>TH</sup> day of September, 2009.

\_\_\_\_\_  
Juanita Aguilar  
City Clerk

**Publish Date: October 18, 2009**  
**Paper: The Swartz Creek News**  
**Effective Date: November 2, 2009**

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

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

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