

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday September 14, 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. Boots Abrams, Fire Board Service PRES. Pg. 173
  - 4B. John Gilmore, Board of Review Service PRES. Pg. 174
5. **MOTION TO APPROVE MINUTES:**
  - 5A. Regular Council Meeting of August 24, 2009 MOTION Pg. 11,16-22
6. **APPROVE AGENDA**
  - 6A. Proposed / Amended Agenda MOTION Pg. 11
7. **REPORTS & COMMUNICATIONS:**
  - 7A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 11,2-10
  - 7B. Monthly [Police, Check Ledger, DPW, FANG Report](#) Pg. 23,34,40,46
  - 7C. Budget: [Resolution Assumptions A & B, Clayton Ltr Police Services](#) (Agenda Item) Pg. 48,53,58
  - 7D. Apple Creek Apts., Water Overpayment (Agenda Item) Pg. 60-64
  - 7E. Fire Budget, Draft Fire Agreement (Agenda Item) Pg. 65-87
  - 7F. AFSCME Labor Agreement (Agenda Item) Pg. 88-115
  - 7G. Trade Inspections (Agenda Item) Pg. 116-139
  - 7H. Audit Engagement Letter Pg. 140-142
  - 7I. Letter GM-SPO, Bankruptcy, MTT Appeals Pg. 143
  - 7J. Chase-JPM Security Notice Pg. 144
  - 7K. County WWS, Comcast Haz Waste Collection & Consumer's Notices Pg. 145-152
  - 7L. Rewards for Recycling Notice Pg. 153-158
  - 7M. Taylor Bean Mortgage Bankruptcy Pg. 159-160
  - 7N. Draft Neighborhood Map Pg. 161
  - 7O. Legislative Updates Pg. 162-172
  - 7P. Certificate of Appreciation Pg. 173-174
8. **MEETING OPENED TO THE PUBLIC:**
  - 8A. General Public Comments
9. **COUNCIL BUSINESS:**
  - 9A. Presentation By Police Chief, Adopt 2009-2010 Revised Budget RESO. Pg. 12,48-58
  - 9B. Refund Water Overpayment RESO. Pg. 12,60-64
  - 9C. 2010 Fire Budget, Refer to Fire Board RESO. Pg. 13,65-87
  - 9D. 2009-2012 AFSCME Labor Agreement RESO. Pg. 14,88-115
  - 9E. Appoint Electrical, Mechanical & Plumbing Inspector's RESO. Pg. 14,116-139
  - 9F. Delinquent Water – Sewer Accounts DISC. Pg. 10
10. **MEETING OPENED TO THE PUBLIC:**
  - 10A. General Public Comments
11. **REMARKS BY COUNCILMEMBER'S:**
12. **ADJOURNMENT:**

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
**Regular Council Meeting of Monday September 14, 2009 7:00 P.M.**

**TO: Honorable Mayor, Mayor Pro-Tem & Council Members**  
**FROM: PAUL BUECHE // City Manager**  
**DATE: 11-September-2009**

---

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

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

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

We need to approve a revised budget. There are two drafts included with tonight's meeting. They are referred to on your CD as Assumption A and Assumption B. The first is the one we have discussed over the last several meetings, including one police officer lay-off, a variety of reductions as listed below, and the removal of our FANG position. The second draft show's one officer lay-off, the cuts indicated below, and the FANG position left intact. Chief Clolinger will be present tonight for a presentation and discussion on issues related to lay-off's, FANG vs. no FANG, school assignments, etc. I've carried over the original base discussion points that the no FANG budget draft, included with tonight's packet, reflect:

*Swartz Creek has been incorporated since 1959. When the City Charter was formed, my guess is there was some dissention between those whom desired to form a city and those who did not. The resolve was to include the General Motors Plant and cap the levy at 5 mills (virtually all cities in the state have a 20 mill cap). This made everyone happy, the logic being that GM would pay 50% of the cost of governmental services, including water. Today, diversity has lowered this to somewhere near 20%. This is an improvement, but still a significant portion of the general fund. We have lived within our means quite frugally for 50 years. We had no choice. We would have continued to do so however repeated reductions in State Revenue Sharing, a complete halt in new home and commercial construction, 500% reduction in interest income and rapidly declining property values have taken their toll, as is the case everywhere. Another problem that is unique to us is the Race Track. We allowed the construction of this track on the then state statutes that returned significant revenue to us. When Governor Engler got into financial problems in the early to mid 1990's, he issued an executive order that reduced our income from the track, initially by 100%, then permanently by 75%. The state kept the money. I estimate that*

*between the race track and revenue sharing, the state has cost us more than six-million dollars in lost revenue in the last dozen or so years. Given these problems, we were still OK, until GM filed for bankruptcy and asked the Michigan Tax Tribunal for an 80% reduction in their Taxable Values, both real and personal. An influx of commercial MTT filings added salt to the wounds.*

*Frankly speaking, this will pretty much put an end to any reasonable semblance of government here. In anticipation of this, I have consistently reduced expenses since 2002. Recent developments have put us in a position where we are out of tricks. Effective September first, we may no longer have 24 hour police protection. This proposed amended budget includes the layoff of one police officer which will, by union contract, cause the layoff of all the part-time officers. Fire protection expenses are slated for sharp reductions. Under the proposed amended budget, we will have five DPW Employees and seven Police Officers left. In a dozen years, we have eliminated 16 employees, half of those in the last year. The fiscal year we just closed out on June 30<sup>th</sup> is estimated to be around \$91,000 in the red. Fund balance will cover this short fall. The amended budget we look to discuss tonight has a projected deficit of \$87,767. This shortfall will be taken from the fire capital equipment fund. I suspect that somewhere towards the end of this fiscal year, we may very well need to cut two more Police Officers, one DPW worker and one or two office staff. Given the uncertainty of the housing market and where it will level off, I am not certain that this will even be enough.*

*At any rate, tonight's proposed amended budget includes the following actions:*

- A. Unfunded Accrued Liability in the Supervisors' Retirement has been removed from the General Fund and split between funds 226, 590, 591, 661.*
- B. Michigan Tax Tribunal refunds have been calculated at \$166,006. This is about 45% of the total exposure.*
- C. Termination of our officer in the FANG program, effective September 1<sup>st</sup>. He will be used back on the road to help fill scheduling for patrol.*
- D. Police School Liaison Officer fully funded by the School District. If the Schools decide not to fund the Officer at 100%, he will be laid off immediately.*
- E. One Police Officer will be laid off effective September 1<sup>st</sup>.*
- F. The Police Canine Program will be terminated effective September 1<sup>st</sup>.*
- G. The contracted Building Inspectors' wages will be reduced by 40% effective July 1<sup>st</sup>. Hours have been reduced.*
- H. Take over electrical and mechanical trade inspections. The proposed budget does not reflect revenues or expenses related to this.*
- I. A 2% wage contingency (\$15,052 for the General Fund) has been left in all wage departments.*
- J. We have added \$18,824 in the General Fund for increased unemployment expenses.*
- K. We have redistributed additional wages out of the General Fund into other funds: City Manager \$13,591, Treasurer \$14,567, City Clerk \$12,726*
- L. We have removed all Statutory Revenue Sharing, \$95,130*
- M. We have removed the payment of FANG dues, \$8,367*
- N. In the Motor Pool, we reduced contributions from funds 101, 202, 203, 590 and 591 by 50%. The General Funds portion is \$32,513*
- O. Non essential purchases in the Motor Pool have been eliminated.*

- P. *We added Police part-time hours to cover vacations, absent and sick time. Total increased by 2,200 hours, \$30,270.*
- Q. *Transfer In from Fire Equipment Fund to General Fund to cover deficit of \$87,767.*
- R. *All part-time DPW, Office Staff and Custodial have been laid off, effective June 25<sup>th</sup>. City Hall secretarial staff covers police secretarial staff vacations, sick and absent days. Our Administrative Assistants and DPW have picked up the day to day cleaning. Deeper cleaning will be needed periodically. No budget has been calculated for this.*
- S. *Ambulance contributions eliminated. Woodside Builders owes the City's 202 Fund \$14,000. In order to keep the Swartz base in the City, we will continue to lease the base for free (we currently pay \$750 per month) until the \$14,000 is paid off, about 18 months. After that, eliminate the contribution, the base funds for itself.*
- T. *Lawn mowing in Parks reduced from once a week to once every two weeks. Civic area, Public Safety Building, every 10 days.*
- U. *Contributions to the Sr. Center in the form of cleaning, maintenance, Consumer's, water and sewer will terminate August 1<sup>st</sup>. We will still pay these services to the Library, in accordance with the contract.*
- V. *Council initiated reduction of pay for meeting attendance.*
- W. *Regular attendance by the City Attorney at Council Meetings eliminated.*

As we have discussed, our actions tonight, irrespective of which budget we adopt (FANG vs. No FANG) are not a long term solution. They simply slow the bleeding with an infusion from the fire equipment fund. It's a very safe bet that we will be looking to lay-off two more police officers in the late spring along with at least one administrative assistant and one DPW worker. If this occurs, police coverage will dip below 24 hours per day. Additionally, the timely removal of snow and ice from the roads will suffer significantly. Except for the GM Bankruptcy issue, financial concerns have been on our radar since about 2004. We have reduced expenses accordingly. The bankruptcy of GM and the economy pushed us over the cliff faster and harder than anticipated.

As we discussed in the recent past, there are two options, live with less than 24 hour police coverage and diminished snow removal, or ask the residents if they wish to fund services. There is a third option that may buy time, several years or more, provided that sinking revenues stabilize and begin to climb... a joint venture, combination or consolidation of police services. In review of surrounding communities, Clayton Township is the most evenly matched, in terms of call load, type of crimes, etc. We have more commercial and higher population density; Clayton has a larger area with low density. At any rate, I took the liberty of sending a letter (copy included with tonight's packet) asking if they had an interest in exploring a joint venture.

✓ **GM-SPO MTT APPEAL & BANKRUPTCY** (*Status*)

No change. I have sent a letter of inquiry to GM's Government Affairs Supervisor (copy included). 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. We do have impact calculations on the MTT Appeal. At 80%, the loss to both real and

personal property in General Fund revenue from GM equates to \$209,037. Loss to the Garbage Fund is \$68,970.

✓ **MISCELLANEOUS MTT APPEALS** (*Status*)

Nothing new to add here. Collectively, the maximum exposure on loss General Fund revenue, inclusive of GM, is \$244,371. Total potential loss to the Garbage Fund is \$80,930.

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

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.

On another issue that's somewhat related, we discovered a significant overpayment in water billing for a single building in Apple Creek Apartments. There are 12 buildings in the complex that are individually metered. Each building generates a separate bill based on the usage through a two inch meter. The approximate average bill per quarter per building is \$1,200 - \$1,500. The problem first came to light in 2005 under Fund Balance software. The Apartment's controller called and inquired about excessive bills for all of the buildings. We audited the account and for reasons we cannot explain, our software calculated each building at 16 times what it should have been. We made the corrections and refunded the quarter that was in error. The software turned right around and repeated the error, but this time for just a single building of the 12. The apartments, our staff nor auditor's caught it. The complex, probably feeling everything had been corrected, paid it. When we switched over to BS&A, the error transferred across and we continued to bill it in error, and they paid it. The apartments' payables controller called again several weeks ago and a check showed they were still being over billed for one building. We went back three years with a full audit of this account and found that with adjustments, they were overbilled \$89,762.70 (for the three years). We are in the process of auditing all our commercial water and sewer accounts. To date, and nearly completed with the audit, we have found no other errors. The BS&A software allows for much better in depth reports that will make errors such as this easier to search out and find. The staff routinely adjusts accounts for a variety of reasons such as pro-rations, over payments, under payments, partial months, winter turn off, spring turn on, foreclosures, deed transfers, sales, and the list goes on. On this case, the error is large and my thoughts are the Council should be made aware of it. I recommend a refund, back three years.

✓ **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 underway.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** *(See Individual Category)*
  - ❑ **2010-2013 T.I.P. APPLICATION** *(Status)*  
Pending.
  - ❑ **MILLER & I-69 REPAIRS** *(Status)*  
Completed.
  - ❑ **TRAIL SYSTEM** *(Status)*  
Phase I, Elms Park section, has been completed. We have no plans or funding sources to continue, 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** *(Status)*  
The contract has been awarded to Lois Kay Contracting of Saginaw in the amount of \$226,275. Work is set to begin on September 21<sup>st</sup> with a 2-3 week completion time. We pushed the project back until after the school's homecoming parade to avoid complications. Lois Kay has done a fair amount of work for us in the past, all of which has been good. 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. I'll keep the Council posted.
- ✓ **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** (*Resolution*)

Included with tonight's packet is a draft contract negotiated between the City and the Township with final endorsement by Mr. Figura. I am not looking for any action on this tonight. It would probably be best to wait for the Township Board's endorsement first. We still will need to draft a cost recovery ordinance in the near future.

The Fire Board has passed along a budget for approval. I met with Mr. Beatty on the draft and he is in agreement that the Fire Department needs to hit a 10% reduction. I have a resolution to send it back for adjustment.

✓ **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. Regarding the AFSCME contract, I have reached a tentative settlement being the same as the POLC contract. Wages will freeze for the first year with wage openers for years two and three. All other matters remain the same. A resolution approving the agreement is included with tonight's agenda.

The Supervisor's Unit and my contract are still out. The deal on the table is the same for all units. Mr. Kehoe has agreed to a 40% reduction in wages. Along with this will probably be a reduction in actual office hours that he keeps. Given the extreme reduction of building permits along with the associated inspections, I do not see a problem with reduced hours. We can always adjust this back up in the event that the work load within this office increases.

- ✓ **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** (*Status*)  
We are still looking at this.
- ✓ **2009 MASTER PLAN REVIEW** (*Status*)  
The City's Master Plan experienced a complete overhaul in 2004. MZEA recommends a review every five years. The plan is good in its current form and for the most part, will need only some tweaking. The Planning Commission has begun the review process, estimated to take 6-9 months. Adam has developed a neat idea that will incorporate into our Master Plan. As you may be aware, we already have a number of neighborhoods in the City that for one reason or another, have a name associated with them. Examples are Winchester Village, Heritage, Otterburn Heights, Parkridge, Winchester Woods, etc. We have suggested neighborhood names for all areas of the City. The map of such neighborhoods is currently being considered by the Planning Commission. I've included a draft for your review. I'll keep the Council posted on progress.
- ✓ **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 will be placing a fence around the open basement very shortly. Costs associated with this will be billed to the developer and if unpaid, assessed against the taxes.
- ✓ **KIWANIS PAVILION REPAIR PROJECT, ELMS PARK** *(Status)*  
Mr. Stephens, on behalf of the Swartz Creek Kiwanis, has requested permission to repair the main pavilion in Elms Road Park. As the Council may know, the Kiwanis donated the pavilion in honor of Dr. Charles Snyder. The Pavilion was constructed in 1976 with donations by the Kiwanis. Outwardly it appears in good condition, but the roof has needed replacing for a good number of years. Over the last 4-5 years, I have removed funds requested by Mr. Svrcek for such work due to budget constraints. Given the fiscal shape we are in today, it will be a long time before we have the funds for this kind of work. In addition to replacing the roof, the Kiwanis Organization would like to place a more conspicuous sign as well as having the pavilion officially named "Kiwanis Pavilion" by the City. Included with tonight's packet are elevations of what Kiwanis is looking to do with signage. Roofing may be getting into an area that goes beyond what volunteers can do, i.e., insurance, workers comp, etc. We are going to go out for bids then get back with Kiwanis and discuss options. If the Council is OK with the naming of the pavilion and the signage, we'll seek bids, develop a plan and be back for discussion and approval in the near future.
- ✓ **BUILDING TRADES: INSPECTIONS, PROCESS & FEES** *(Resolution)*  
The state has approved turning over trade inspections to the City. Effective next week, we will be responsible for electrical, mechanical and plumbing inspections, in addition to the building inspections that we now perform. Included with tonight's packet are documents related to the trade inspections along with fee schedules. I'm still in the process of incorporating the fees into our rates and fees resolution, but as of writing, have not completed it. The fees structures will be back at the next meeting for approval. In the meantime, the state approved inspector's need to be added as contracted employees. The Electrical Inspector is Leon Buning, 3157 West Dartmouth, Flint, (235-4238 & 397-0223). The Mechanical and Plumbing Inspector is Robert R. Davis of 629 North Lapeer Street, Davison (653-7122). Copies of their state approval and resume's are included with tonight's program. I have a resolution adding them as contracted employees.

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

### ✓ **WATER & SEWER DELINQUENCIES** (*Discussion*)

We have run into a sort of problem with delinquent accounts in water and sewer. My approach to delinquent accounts has always been that we shut off as a last resort. Although the ordinance certainly permits shut-offs, I have opted to let those who choose to do so, go delinquent and let them roll onto tax assessments. It left us as kind of a “bank” for people, but everyone wins in that we collect a 10% penalty, which is much more than we get from investments (about 1% today), and the resident gets to pay through their escrow account monthly. What’s been happening lately is a sharp rise in personal bankruptcies. U.S. Bankruptcy Court could care less about delinquent municipal utility bills. We get an automatic order that discharges them. In other words, we eat ‘em. Four or five years ago, we would get \$500 per year, still far ahead of the shut-off vs. investments. In the last year, the number of discharges via court order is hitting \$7,000. This is still within the range that makes it advantageous to let delinquencies go to taxes, but it’s getting very close. I’ve set this for a short discussion to bring the council up to date.

## **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.
- *MDOT Park & Ride Clean-Up.* Pending.
- *Gaines Twp. Water & Sewer Billing.* Pending billing.
- *Drop Box Markings.* Pending.
- *Mast Arm Traffic Lights, Street Sign Anchors (Silver vs. Black).* The sign bands have been ordered and should be replaced shortly. The bands that support the cross walk lights may be a bit more challenging to find. We’ll take a peek at them when we get the street ones switched out.

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

**Resolution No. 090914-4A            MINUTES, AUGUST 24, 2009**

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

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

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

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

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

**Resolution No. 090914-5A            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 14, 2009 to be circulated and placed on file.

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

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

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

**Resolution No. 090914-6A            CITY MANAGER’S REPORT**

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

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

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

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

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

**Resolution No. 090914-8A**

**2009-2010 FISCAL YEAR BUDGET AMENDMENT**

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

**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

***(Insert Assumption A, without FANG or Assumption B, with FANG)***

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

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

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

**Resolution No. 090914-8B**

**WATER ACCOUNT OVERPAYMENT REFUND, APPLE CREEK APARTMENTS**

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

**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:

<i>Apple Creek Station 4242 Roundhouse #G9</i>				
<i>Billing Cycle</i>	<i>Usage</i>	<i>SIH Billed-Water</i>	<i>Billed-Water</i>	<i>Difference</i>
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>

<i>Apple Creek Station 4389 Depot #T3</i>				
<i>Billing Cycle</i>	<i>Usage</i>	<i>SIH Billed-Water</i>	<i>Billed-Water</i>	<i>Difference</i>
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**

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

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

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

**Resolution No. 090914-8C      2010 FIRE BUDGET, REFER FOR ADJUSTMENT**

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

**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.

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

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

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

**Resolution No. 090914-8D**

**2009-2012 AFSCME LABOR AGREEMENT**

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

**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.

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

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

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

**Resolution No. 090914-8E**

**APPOINT ELECTRICAL, MECHANICAL AND PLUMBING INSPECTORS**

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

**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.

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday August 24, 2009 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 08/24/2009**

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, Hicks, Hurt, Krueger, Shumaker.

Councilmembers Absent: Porath.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, Assistant City Manager Adam Zettel, Police Chief Rick Clolinger, Lt. Rick Deshano, K-9 Officer Nicholas Paul.

Others Present: Boots, Tommy Butler, Terry O'Brien, Penny Messer, Sharon Klein, Bob Plumb, John Gilbert, Oleg Safrano, Joni Ward, Margie Stanuszek, Roger Meier, Lou Fleury.

**Resolution No. 090824-01**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council hereby excuse the absence of Mayor Pro-Tem Porath due to work commitments.

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

Mayor Abrams introduced Councilmember Hicks to make a presentation as a member of GFWC Swartz Creek Women's Club. The presentation of \$1200 was made to Ike the Police Dog. The funds were collected by the Women's Club.

Police Chief Clolinger thanked the Women's Club for their efforts in collecting the money for Ike. Chief Clolinger gave a brief update on Ike's recent work.

**APPROVAL OF MINUTES**

**Resolution No. 090824-02**

**(Carried)**

Motion by Councilmember Krueger  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council hereby approve the Minutes for the Regular Council Meeting, held August 10, 2009, as presented, to be circulated and placed on file.

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

## **APPROVAL OF AGENDA**

### **Resolution No. 090824-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of August 24, 2009 to be circulated and placed on file.

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

## **REPORTS AND COMMUNICATIONS:**

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

#### **Resolution No. 090824-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of August 24, 2009, to be circulated and placed on file.

Discussion Ensued.

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

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

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

Roger Meier, 2424 VanVleet, spoke about the pavilion rehabilitation at Elms Park. Mr. Meier stated that the Kiwanis Club would like the City's help in repairing the Kiwanis Pavilion. Mr. Meier stated that the Kiwanis Club would like a plaque placed on the pavilion recognizing it as a Kiwanis pavilion as well as a proclamation for the Kiwanis Club for the pavilion. Mr. Meier

requested that any Kiwanis member in good standing should be able to use the pavilion. Mr. Meier stated that one of the Kiwanis members stated that he knew someone that could do the roof project for \$4000.

**COUNCIL BUSINESS:**

**Authorization for Use of City Property, Friends of the Library**

**Resolution No. 090824-05**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek authorize the use of the City Hall Building Lobby to the Friends of the Library, a community service organization of the Swartz Creek Branch of the Genesee County District Library, use to be limited to the sale of books or similar materials, funds to be used for the Swartz Creek District Library as a supplement to the County’s contribution for operating.

Discussion Took Place.

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

**Miller & I-69 Repair Project, Final Cost Reconciliation**

**Resolution No. 090824-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Krueger

**WHEREAS**, the City identified the need for repairs to a section of Miller Road at the I-69 Interchange, budgeted, drafted design plans, bid documents, solicited for bids and awarded the project under resolutions as follows:

**Appropriation For Design & Bid Engineering, Miller & I-69 Repairs**

**Resolution No. 090323-05**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$2,832 to the City’s Engineer, Rowe Professional Services, for the design, preparation and bid of repairs, consisting of saw cut and pour concrete, for deteriorated areas of Miller Road between Elms Road and Tallmadge Court, total approximate construction costs of ±\$50,000, and further, to bring bid returns back to the Council for review and determination.

Discussion Took Place.

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

**Appropriation & Bid Award, Miller & I-69 Concrete Repairs**

**Resolution No. 090608-04**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek accept the low bid of Kelcris Corporation of 3416 Corwin Road, Williamston, MI 48895, in an amount not to exceed \$58,025 plus 10% contingency, for the repair of a section of Miller Road inclusive of the saw-cut of 27 deteriorated areas of concrete and base re-building of the roadway, starting at Elms Road and ending east of Tallmadge Court, in accordance with the bid specifications as set forth by the City's Engineer, funds to be appropriated from Major Street 202, with necessary budget adjustments and transfers to be made by the City's Finance Director.

Discussion Took Place.

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

**Appropriation, Construction Observation Engineering, Miller Road Repair Project**

**Resolution No. 090622-13 (Carried)**

Motion by Councilmember Krueger  
Second by Councilmember Shumaker

**WHEREAS**, the City designed concrete repairs to a section of Miller Road at I-69, let for bid and awarded the project to the low bidder Kelcris Corporation, on June 8, 2009, under the following resolution:

**Appropriation & Bid Award, Miller & I-69 Concrete Repairs**

**Resolution No. 090608-04 (Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek accept the low bid of Kelcris Corporation of 3416 Corwin Road, Williamston, MI 48895, in an amount not to exceed \$58,025 plus 10% contingency, for the repair of a section of Miller Road inclusive of the saw-cut of 27 deteriorated areas of concrete and base re-building of the roadway, starting at Elms Road and ending east of Tallmadge Court, in accordance with the bid specifications as set forth by the City's Engineer, funds to be appropriated from Major Street 202, with necessary budget adjustments and transfers to be made by the City's Finance Director.

Discussion Took Place.

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

**WHEREAS**, the project is in need of Construction Observation and Testing Engineering, the City's engineer having submitted a proposal in the amount of \$4,320 to complete such services; and

**WHEREAS**, in anticipation of such expense, a contingency was added to the original bid, such contingency adequate to cover expenses related to construction observation and test engineering.

**NOW, THEREFORE, I Move** that the City of Swartz Creek accept the proposal of \$4,320 from the City's Engineer, Rowe Professional Services Inc., for construction observation and test engineering, funds to be allocated within the appropriated and approved amount of \$58,025 plus 10% contingency, as stated in resolution #090608-04.

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

**WHEREAS**, unforeseen site conditions during construction revealed a significantly larger section of pavement needed replacing due to erosion causing a void, the cost overrun calculated at \$20,536; and

**WHEREAS**, the final cost reconciliation for the entire project are as follows:

\$58,025	Construction Bid Cost	Approved 6/8/2009
\$20,536	Construction Cost Over Run	Not Approved
\$78,561	Revised Construction Total	Not Approved

\$2,832	Design Engineering Fees	Approved 3/23/2009
\$4,320	Construction Engineering Fees	Approved 6/22/2009
<b>\$85,713</b>	<b>Total Project Cost</b>	

**NOW, THEREFORE, I Move** that the City of Swartz Creek declare the cost overrun as an unforeseeable site condition and approve the cost reconciliation as stated within, total cost for the project being \$85,713.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

**Street Usage Permit, Annual School Homecoming Football Parade**

**Resolution No. 090824-07**

**(Carried)**

Motion by Councilmember Krueger

Second by Councilmember Hurt

**I Move** the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct their annual High School Homecoming Parade on Friday, September 18, 2009, from 4:30 pm to 6:30 pm. Parade route as follows:

Civic Drive Eastbound to Fortino  
Fortino Eastbound to Morrish  
Morrish Southbound to Miller  
Miller Westbound to Fairchild  
Fairchild Southbound to Ingalls  
Ingalls Westbound into the south lot of Swartz Creek High

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

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**Street Usage Permit, Helping Heroes of Michigan 5 Mile Walk**

**Resolution No. 090824-08**

**(Carried)**

Motion by Councilmember Shumaker

Second by Councilmember Hurt

**I Move** the City of Swartz Creek approve the application of the Helping Hero's of Michigan Organization to conduct a 5 mile walk on Monday, September 7, 2009 (Labor Day), from 8:00 AM to 10:30 AM, route as follows:

High School (Start) to Cappy  
Cappy to Worchester  
Worchester to Chesterfield  
Chesterfield to Daval  
Daval to Chelmsford  
Chelmsford to Oakview  
Oakview to Daval  
Daval to Chelmsford  
Chelmsford to Helmsley  
Helmsley to Oakview  
Oakview to Durwood  
Durwood to Greenleaf  
Greenleaf to Norbury  
Norbury to Durwood  
Durwood to Worchester  
Worchester to Cappy  
Cappy to Don Shenk  
Don Shenk to Durwood  
Durwood to Winshall  
Winshall to Cappy  
Cappy to Middle School (End)

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

Discussion Ensued.

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

### **Appointment, Construction Board of Appeals**

**Resolution No. 090824-09**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek appoint Bruce Badgley, 9179 West Bristol Road, Swartz Creek, 635-4999, to the City's Construction Board of Appeals, term expiring November 10, 2010, and further, direct the City Manager to prepare the necessary documentation covering the City's Building & Inspections Department, to be brought back before the Council for review.

Discussion Ensued.

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

**2009-2010 Budget**

**(Discussion Topic)**

City Manager Bueche went over the new budget amendments with the City Council.

**MEETING OPENED TO THE PUBLIC**

Boots Abrams reminded everyone about “Art In The Park” this weekend

**REMARKS BY COUNCILMEMBERS:**

Councilmember Krueger introduced a foreign exchange student from Russia that is staying with his family this year. Mr. Krueger questioned the letters from Comcast that were in the Council Packet. Mr. Krueger questioned whether a health care millage from two years ago was legal, based on the Hurley Millage.

Councilmember Shumaker spoke of City resident Kathy Ridley writing a book. Mr. Shumaker talked about an article in the newspaper about the Swartz Creek Veteran’s Memorial.

Councilmember Hicks thanked everyone for coming to the meeting.

Councilmember Binder questioned whether the City was still looking into whether they would cover insurance for the Veteran’s Memorial. City Manager Bueche stated that he is checking into it. Ms. Binder stated that the Air Force statue is still expected by the end of the month.

Mayor Abrams talked about the Grand Opening of the newly expanded services at Kroger. Mr. Abrams talked about the Hurley Millage and possibly starting the process over again. Mr. Abrams talked about people running the traffic light at Miller & Fairchild. Mr. Abrams spoke about a depression in the road from the catch basin on Greenleaf.

**ADJOURNMENT:**

There being no objection, Mayor Abrams declared the meeting adjourned at 8:10 p.m.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

**SWARTZ CREEK POLICE DEPARTMENT  
MOTOR POOL RENTAL HOURS  
AUGUST 2009**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	16	0	0	0
#05-649	96	0	0	0
#05-346	14	1	8	0
#07-375	175	7	12	0
#05-275	102	3	0	4
#09-401	379	7	3	0
#09-169 motorcycle	1	0	0	0
<b>TOTAL</b>	<b>783</b>	<b>18</b>	<b>23</b>	<b>4</b>

**SWARTZ CREEK POLICE DEPT**

Total Account Hours Summary Report

From: 08/01/2009 to 08/31/2009

<b>Department Account</b>	<b>Description</b>	<b>Regular Hours</b>	<b>Other Hours</b>	<b>Regular Hours YTD</b>	<b>Other Hours YTD</b>
<b>ADMINISTRATIVE</b>					
101 301 702.001	SUPERVISOR	168.500	3.000	1,736.250	27.500
101 301 702.002	CLERICAL	156.000	0.000	1,170.000	0.000
<b>PROTECTION</b>					
101 301 702.003	UNIFORMED	609.250	13.000	4,768.250	132.500
101 301 702.004	NON-UNIFORMED	15.000	0.000	133.500	25.000
101 301 702.005	TRAFFIC ENFORCEMENT	230.250	7.000	2,376.750	53.000
<b>COMPLAINTS</b>					
101 301 702.006	INVESTIGATIONS	161.500	0.000	1,430.500	68.000
101 301 702.007	COURT	10.000	4.000	70.750	22.000
<b>TRAINING</b>					
101 301 702.008	TRAINING	0.000	0.000	36.000	8.000
<b>LEAVE TIME</b>					
101 301 702.010	VACATION	144.000	0.000	605.500	0.000
101 301 702.011	HOLIDAY	20.000	0.000	460.000	0.000
101 301 702.012	PERSONAL LEAVE	38.000	0.000	264.500	0.000
101 301 702.013	FUNERAL LEAVE	0.000	0.000	35.000	0.000
<b>TRACK ADMINISTRATIVE</b>					
101 302 702.001	SUPERVISOR	15.250	0.250	111.000	0.750
101 302 702.002	CLERICAL	12.000	0.000	101.000	0.000
<b>TRACK PROTECTION</b>					
101 302 702.003	UNIFORMED	15.000	0.500	133.250	19.500
<b>TRACK COMPLAINTS</b>					
101 302 702.006	INVESTIGATIONS	0.000	0.000	6.000	0.000
<b>SCHOOL PROTECTION</b>					
101 303 702.003	UNIFORMED	36.000	3.000	360.000	48.500
101 303 702.004	NON-UNIFORMED	0.000	0.000	2.500	0.000

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	0.000	0.000	434.000	15.500
SCHOOL TRAINING					
101 303 702.008	TRAINING	0.000	0.000	16.000	4.000
PROTECTION					
101 304 702.003	UNIFORMED	5.750	0.250	37.750	6.250
COMPLAINTS					
101 304 702.006	INVESTIGATION	0.250	0.000	0.250	0.000
TRAINING					
101 304 702.008	TRAINING	12.000	0.000	163.000	0.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	168.000	0.000	1,346.000	42.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	16.000	0.000	132.500
265 333 702.007	COURT	0.000	2.000	0.000	33.000
NON-PRODUCTIVE					
265 333 702.011	HOLIDAY	0.000	0.000	56.000	0.000
	TOTAL ALL HOURS	1,816.750	49.000	15,853.750	638.000

# SWARTZ CREEK POLICE DEPT

Total Function Count  
Month Ending: 08/31/2009

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	1	43
101 301 003.000	VERBAL WARNINGS	112	1182
101 301 004.000	WRITTEN WARNINGS	15	146
101 301 005.000	FELONY ARRESTS	9	37
101 301 006.000	MISDEMEANOR ARRESTS	21	179
101 301 007.000	CALLS RECEIVED	267	2280
101 301 008.000	TRAFF INJ ACCIDENTS	0	24
101 301 009.000	PROP DAMAG ACCIDENTS	6	76
101 301 010.000	SERVICE REQUESTS	1	51
101 301 011.000	MEETINGS	0	0
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	763	6756
101 301 014.000	DESK ASSIGNMENTS	178	1423
101 301 015.000	BUSINESS CHECKS	1372	9031
101 301 016.000	VACATION CHECKS	110	5187
101 301 017.000	SUSP PERS CHECKED	45	386
<b>TOTAL FUNCTIONS</b>		<b>2900</b>	<b>26801</b>
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	1
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	0
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	10	80
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	4
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	23
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	1	2
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>11</b>	<b>110</b>
101 303 002.000	PARKING VIOLATIONS	0	1
101 303 003.000	VERBAL WARNINGS	0	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	2
101 303 006.000	MISDEMEANOR ARRESTS	0	14
101 303 007.000	CALLS RECEIVED	0	12
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	0	85
101 303 012.000	CONFERENCES	0	1

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	12	823
101 303 014.000	DESK ASSIGNMENTS	0	3
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>12</b>	<b>942</b>
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	1
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	2	9
101 304 006.000	MISDEMEANOR ARRESTS	3	11
101 304 007.000	CALLS RECEIVED	3	30
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	4	25
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	1
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	0	3
101 304 019.000	VEHICLE SEARCHES	4	34
101 304 020.000	NARCOTIC SEARCHES	0	8
101 304 021.000	CURRENCY SEIZED	0	2
101 304 022.000	FORFEITURES	0	1
101 304 023.000	POSITIVE TRACKS	1	13
101 304 024.000	NEGATIVE TRACKS	2	6
101 304 025.000	AGENCY ASSISTS	1	16
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	0
<b>TOTAL FUNCTIONS</b>		<b>20</b>	<b>160</b>
<b>TOTAL ALL FUNCTIONS</b>		<b>2943</b>	<b>28013</b>

## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date
Traffic	All	08/01/2009	08/31/2009

Number	Name	Date	Location	Description	Officer	Fine
T-1074846		08/01/09	MORRISH NEAR WADE	SEAT BELT DRIVER/PASSENGER		
T-1074847		08/01/09	MILLER NEAR MAYA	SEAT BELT DRIVER/PASSENGER		
T-1144440		08/02/09	I-69 WB AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1144441		08/02/09	I-69 NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1144037		08/02/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1144412		08/02/09	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144087-A		08/02/09	MILLER NEAR MAYA	NOISY MUFFLER AND/OR EXCESS		
T-1144087-B		08/02/09	MILLER NEAR MAYA	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1144088		08/03/09	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144414-A		08/04/09	MILLER AT ELMS	SUSP/REVOKED/NEVER APPL.		
T-1144414-B		08/04/09	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/!		
T-1074848-A		08/05/09	ELMS NEAR MILLER	SEAT BELT DRIVER/PASSENGER		
T-1074848-B		08/05/09	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1144089-A		08/06/09	ELMS NEAR MILLER	RIGHT OF WAY AT INTERSECTION		
T-1144089-B		08/06/09	ELMS NEAR MILLER	NOISY MUFFLER AND/OR EXCESS		
T-1144442		08/07/09	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144090		08/08/09	I-69 AT MILLER	OWI		
T-1144444		08/09/09	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144416		08/11/09	MILLER NEAR FORD	EXCEEDED POSTED SPEED LIMIT		
T-1144092		08/12/09	ELMS NEAR ELMS PARK ENTRANCE	SUSP/REVOKED/NEVER APPL.		
T-1144039		08/12/09	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1144093-A		08/15/09	MILLER AT ELMS	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1144093-B		08/15/09	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1144417		08/16/09	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1144040-A		08/18/09	MILLER, 7200 BLOCK	SUSP/REVOKED/NEVER APPL.		
T-1144040-B		08/18/09	MILLER, 7200 BLOCK	IMPROPER PLATE		
T-1144040-C		08/18/09	MILLER, 7200 BLOCK	NO PROOF INSURANCE/POSSESE		
T-1074664		08/19/09	BRISTOL NEAR CANTERBURY	NO PROOF INSURANCE/POSSESE		
T-1144446		08/20/09	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1144447-A		08/20/09	SEYMOUR NEAR LUEA	EXCEEDED POSTED SPEED LIMIT		
T-1144447-B		08/20/09	SEYMOUR NEAR LUEA DR	FAIL TO SIGN REGISTRATION/NO		
T-1144447-C		08/20/09	SEYMOUR NEAR LUEA	NO PROOF INSURANCE/POSSESE		
T-1012840-A		08/20/09	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1012840-B		08/20/09	MORRISH NEAR I-69	SUSP/REVOKED/NEVER APPL.		
T-1144448		08/22/09	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144449-A		08/22/09	MILLER NEAR SEYMOUR	SUSP/REVOKED/NEVER APPL.		
T-1144449-B		08/22/09	MILLER NEAR SEYMOUR	NUMBER OF PASSENGERS/FAIL T		
T-1144418		08/23/09	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1144041		08/25/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1074665		08/28/09	DYE NEAR MILLER	SEAT BELT DRIVER/PASSENGER		
T-1074789		08/28/09	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESE		
T-1144094-A		08/29/09	MORRISH AT FORTINO	SUSP/REVOKED/NEVER APPL.		
T-1144094-B		08/29/09	MORRISH AT FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1074788		08/29/09	ELMS NEAR PARK RIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1144043-A		08/30/09	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1144043-B		08/30/09	MILLER NEAR ELMS	IMPROPER PLATE		

Tickets so far: 46	Charges so far: 46	Fines Subtotal:	0.00
--------------------	--------------------	-----------------	------

## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date			
Traffic	All	08/01/2009	08/31/2009			

Number	Name	Date	Location	Description	Officer	Fine
T-1144043-C		08/30/09	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1144042		08/30/09	VOID	SEAT BELT DRIVER/PASSENGER		
T-1144450		08/30/09	BRISTOL NEAR ELMS	NO TAIL/BRAKE LIGHTS		
T-1144451		08/30/09	I-69 EXIT MILLER ROAD	EXCEEDED POSTED SPEED LIMIT		
T-1144419-A		08/31/09	MORRISH NEAR I-69	SUSP/REVOKED/NEVER APPL.		
T-1144419-B		08/31/09	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
<b>Tickets Total: 52</b>		<b>Charges Total: 52</b>		<b>Fines Total:</b>	<b>0.00</b>	

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	AUG 2008	AUG 2009	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	1
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	1
1200-0	ROBBERY	1	0	0
1300-1	NONAGGRAVATED ASSAULT	5	5	43
1300-2	AGGRAVATED/FELONIOUS ASSAULT	1	1	3
1300-3	INTIMIDATION/STALKING	1	0	13
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	2	0	12
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	1	2
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	1	1
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	0
2300-3	LARCENY - THEFT FROM BUILDING	5	3	20
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	2
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	4	1	24
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	2	3
2300-7	LARCENY - OTHER	3	3	25
2400-1	MOTOR VEHICLE THEFT	5	0	2
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	1	0	1
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	5
2600-2	FRAUD - CREDIT CARD/ATM	0	0	5
2600-3	FRAUD - IMPERSONATION	0	0	4
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	1	1
2600-6	FRAUD - BAD CHECKS	0	2	12
2700-0	EMBEZZLEMENT	0	0	1
2800-0	STOLEN PROPERTY	0	0	1

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	AUG 2008	AUG 2009	YR TO DATE
2900-0	DAMAGE TO PROPERTY	6	2	37
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	1
3000-2	RETAIL FRAUD - THEFT	0	0	3
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	2	0	15
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	1
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	0	0	2
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	1	0	1
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	2	0	3
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	0	3
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	1	1	12
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	1	0	2
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	1
5200-3	WEAPONS OFFENSE - OTHER	1	1	-2
5300-1	DISORDERLY CONDUCT	0	0	1
5300-2	PUBLIC PEACE - OTHER	0	0	4
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	8	2	14
5400-2	OUIL OR OUID	1	1	28
5400-3	DRIVING LAW VIOLATIONS	12	8	51
5500-0	HEALTH AND SAFETY	4	4	10
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	1	1	1

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	AUG 2008	AUG 2009	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	1
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	1
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	5	0	64
9300-2	NON-TRAFFIC PDA	4	5	35
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	0	3
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	7	5	42
9800-5	ALARMS	0	0	0
9800-6	CIVIL	1	0	9
9800-7	SUSPICIOUS SITUATION	3	3	23
9800-8	LOST AND FOUND PROPERTY	9	5	23
9800-9	OVERDOSE	0	1	6
9900-1	SUICIDE	1	0	3
9900-2	DOA - NATURAL	1	0	3
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	0	1	4
9900-9	GENERAL - NON CRIMINAL	8	6	40

## Uniform Crime Report

Report Criteria:

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

Class	Description	AUG 2008	AUG 2009	YR TO DATE
Totals:		107	66	633

09/01/2009  
09:46 am

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 08/01/2009 - 08/31/2009  
Bank GEN

Check Date	Bank/Check #	Name	Description	Amount Voided?
8/6/2009	GEN 32317	ADAM ZETTEL	RECEIPT BOOKS/DUCT TAPE	13.23
8/6/2009	GEN 32318	ARROW UNIFORM RENTAL	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	26.31 <u>74.16</u>
				100.47
8/6/2009	GEN 32319	BASIC	COPAY/OFFICE VISIT/AGUILAR	114.65
8/6/2009	GEN 32320	BS & A SOFTWARE	ANNUAL SUPPORT ASSESSING 8/1/09-8/1/10	1,065.00
8/6/2009	GEN 32321	CITY OF SWARTZ CREEK	4/20-7/20/09 UB 8059 FORTINO 4/20-7/20/09 UB 8083 CIVIC 4/20-7/20/09 UB 5363 WINSHALL 4/20-7/20/09 UB 4125 ELMS 4/20-7/20/09 UB 8100 CIVIC 4/20-7/20/09 UB 8095 CIVIC 4/20-7/20/09 UB 5121 MORRISH	128.44 445.46 142.25 127.25 478.54 214.46 <u>127.25</u>
				1,663.65
8/6/2009	GEN 32322	CITY OF SWARTZ CREEK	REIMBURSE PETTY CASH REIMB OF PETTY CASH	127.58 <u>46.92</u>
				174.50
8/6/2009	GEN 32323	FICK EXCAVATING INC.	ROAD SHEETING/DELIVERY	600.00
8/6/2009	GEN 32324	FIRST AMERICAN TITLE INS COMPANY	SU 2009 TAX OVER PMT 4196 MOUNTAIN ASH	38.67
8/6/2009	GEN 32325	INFINITE SOLUTIONS	CONFIGURE POLICE VPN WITH COUNTY	450.00
8/6/2009	GEN 32326	LBOE COMPANY	FARMERS MKT/ICE CREAM SOCIAL 8/2/09	500.00
8/6/2009	GEN 32327	LONNIE BARRETT	REFUND FOR ELMS PARK 8/16/09 #4	100.00
8/6/2009	GEN 32328	LSI TITLE AGENCY INC	SU 2009 TAX OVRPMT 5308 SEYMOUR RD	147.16

8/6/2009	GEN 32329	MARTIN J KAUL	SU 09 TAX OVRPMT 9155 OAKVIEW	20.00
8/6/2009	GEN 32330	MIKES SERVICES	MOW & TRIM 8/4/09 CITY PROPERTIES	320.00
			MOW & TRIM 7/3/09 CITY PROPERTIES	190.00
			MOW & TRIM 7/9/09 CITY PROPERTIES	325.00
			MOW & TRIM RESIDENTS PROPERTIES (7)	315.00
			MOW & TRIM 7/16/09 CITY PROPERTIES	320.00
			MOW & TRIM 7/17/09 CITY PROPERTIES	220.00
			MOW & TRIM MILLER/ELMS GAS STATION	45.00
			MOW & TRIM 7/24/09 CITY PROPERTIES	325.00
			MOW & TRIM 7/27/09 CITY PROPERTIES	90.00
			MOW & TRIM 7/30/09 CITY PROPERTIES	320.00
			MOW & TRIM 7/31/09 CITY PROPERTIES	220.00
				<u>2,690.00</u>
8/6/2009	GEN 32331	MITCHELL TREE REMOVAL	TREE REMOVAL (8)	2,400.00
8/6/2009	GEN 32332	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY10	19,041.66
			JULY 09 FUEL/ENVIRO FEE	134.82
				<u>19,176.48</u>
8/6/2009	GEN 32333	SIBYL HARTLEY	DDA FAMILY MOVIE NIGHT FLYERS	107.81
8/6/2009	GEN 32334	SUBURBAN AUTO SUPPLY	BRAKE FLUID	19.99
8/6/2009	GEN 32335	SWARTZ CREEK AREA FIRE DEPT.	OPER BDGT 7/1-12/31/9 EQP BDT 7/1-7/31/9	55,925.00
8/6/2009	GEN 32336	VALLEY PETROLEUM	JULY 09 FUEL USEAGE - POLICE	1,292.57
8/6/2009	GEN 32337	VALLEY PETROLEUM	JULY 09 FUEL USEAGE - DPW	684.09
8/13/2009	GEN 32338	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.69
			UNIFORMS, MATS, SUPPLIES, ENV.	75.22
				<u>101.91</u>
8/13/2009	GEN 32339	ASPA	AMER SOC PUBLIC ADMIN ANNUAL MBRSHP/S	81.00
8/13/2009	GEN 32340	AT & T	7/1-7/31/09 810-R01-8443-014 3	16.40
			7/2-8/1/09 810-R01-8443-014 3	(8.20)
				<u>(8.20)</u>

				8.20
8/13/2009	GEN 32341	BASIC	COPAY/OFF VST/ESKEW/NICHOLS/PIROCHTA	86.38
8/13/2009	GEN 32342	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMENT 7/15-815/09	44.00
8/13/2009	GEN 32343	CITY OF SWARTZ CREEK	PETTY CASH DISTRIBUTION/PROJECT FRESH	198.00
8/13/2009	GEN 32344	CONSUMERS ENERGY	7/7-8/4/09 E 4125 ELMS RD	34.55
8/13/2009	GEN 32345	CONSUMERS ENERGY	7/7-8/4/09 A 4125 ELMS RD PAVILION	20.81
8/13/2009	GEN 32346	CONSUMERS ENERGY	7/4-7/31/09 A 8011 MILLER RD	15.96
8/13/2009	GEN 32347	CONSUMERS ENERGY	7/1-7/31/09 TRAFFIC LIGHTS	349.04
8/13/2009	GEN 32348	CONSUMERS ENERGY	7/1-7/31/09 4524 MORRISH RD	45.70
8/13/2009	GEN 32349	CONSUMERS ENERGY	7/1-7/31/09 STREET LIGHTS	9,645.52
8/13/2009	GEN 32350	CONSUMERS ENERGY	7/4-7/30/09 A 8100 CIVIC DR	885.15
8/13/2009	GEN 32351	CONSUMERS ENERGY	7/-7/31/09 SIRENS	21.32
8/13/2009	GEN 32352	CONSUMERS ENERGY	7/1-7/31/09 ELMS PARKING LOT	29.07
8/13/2009	GEN 32353	CONSUMERS ENERGY	7/3-7/31/09 A 9099 MILLER RD	29.23
8/13/2009	GEN 32354	CONSUMERS ENERGY	7/4-7/30/09 A 8095 CIVIC DR	795.04
8/13/2009	GEN 32355	CONSUMERS ENERGY	7/4-7/31/09 A 8301 CAPPY LN	397.69
8/13/2009	GEN 32356	CONSUMERS ENERGY	7/3-8/1/09 A 5257 WINSHALL DR	15.96
8/13/2009	GEN 32357	CONSUMERS ENERGY	7/4-7/30/09 A 8083 CIVIC DR	702.07
8/13/2009	GEN 32358	CONSUMERS ENERGY	7/3-7/31/09 E 5127 MORRISH RD	16.33
8/13/2009	GEN 32359	CONSUMERS ENERGY	7/3-7/31/09 A 5121 MORRISH RD	182.91
8/13/2009	GEN 32360	CONSUMERS ENERGY	7/3-8/1/09 A WINSHALL RESTROOMS	29.69
8/13/2009	GEN 32361	CONSUMERS ENERGY	7/3-7/31/09 A 8499 MILLER RD	15.96
8/13/2009	GEN 32362	CONSUMERS ENERGY	7/3-8/1/09 E 5361 WINSHALL DR	15.96
8/13/2009	GEN 32363	CONSUMERS ENERGY	7/4-7/30/09 A 8059 FORTINO DR	38.20
8/13/2009	GEN 32364	CREEK AUTO SERVICES LLC	L.O.F. MONTHLY MAINT 09-401	28.95
8/13/2009	GEN 32365	ELITE BUSINESS PRODUCTS	SUPPLIES	36.96
8/13/2009	GEN 32366	FIDLAR TECHNOLOGIES	MUNCPL CVL INFRACT CITATN/SHIP/PLAN&ZO	129.35
8/13/2009	GEN 32367	GEN CTY ROAD COMMISSION	JULY 09 S-MTCE/OPERATIONS	546.00
8/13/2009	GEN 32368	GENESEE COUNTY TREASURER	2009 SUMMER BILLS/ROLL	132.64
			2009 SUMMER REAL REPRINT	74.30
				<u>206.94</u>
8/13/2009	GEN 32369	GILL ROYS HARDWARE	DISINFECTANT/PAINT PAIL	11.46
			4 TINE WELD MANURE FORK	25.88
			7/31/09 DISCOUNT 35% OF \$10.59	(3.72)
			CHAIN SAW CHAINS SHARPENED	10.00

			1/4 X 1-1/2 GALV NIPPLE	1.59
			LABOR/CHAIN SAW LOOP	5.00
			HAND CULLIVTR/PRUNER/SHOWR WAND/ANT	23.95
			DISCOUNT 21.67% OF \$10.59	(2.29)
			WASP HORNET KILLER/HAND SPRAYER	20.63
			7/31/09 DISCOUNT 21.67% OF \$10.59	(2.29)
			7/31/09 DISCOUNT 21.67% OF \$10.59	(2.29)
			PINE-SOL CLEANER/BOWL BRUSH	7.27
			WINDEX/BLEACH	15.98
			SINGLE CUT KEY/HX LAG SCREW	21.28
			4 KEYS/SR CENTER	7.16
			NUTS, BOLTS, SCREWS	2.40
			CLEANING SUPPLIES	13.16
			LIQUID SOAP REFILL	6.76
			WASP & HORNET SPRAY (3)	17.67
				<u>179.60</u>
				179.60
8/13/2009	GEN 32370	GUNTHERS LOCKSMITH SERVICE	8 KEYS/EXIT DVC OUTSD UNLOCK PULL/LBR/S	476.00
8/13/2009	GEN 32371	INFINITE SOLUTIONS	REPAIR/UPDATE LAPTOP/BINDER	75.00
8/13/2009	GEN 32372	L E O R T C	LED DISTRIBUTION SPRING 1ST HALF 2009	999.90
8/13/2009	GEN 32373	LETAVIS ENTERPRISES INC.	VEH WASH@6.75 EA/MAY 09 (30)/JUNE 09 (16	310.50
8/13/2009	GEN 32374	MICHIGAN MUNICIPAL LEAGUE	BLDRS RISK CVRG/SR CTR ADD 7/1/09-7/1/10	964.00
8/13/2009	GEN 32375	MID MICHIGAN MANUFACTURING	JETTED LINE/5228 WORCHESTER SWR PLUG	225.00
8/13/2009	GEN 32376	PAUL J TUSHIM	3 HRS ENTERTAINMENT/FARMERS MARKET	100.00
8/13/2009	GEN 32377	SCHAEFER'S OFFICE SOURCE	TOWELS	95.73
8/13/2009	GEN 32378	SIBYL HARTLEY	WINDOW ENV/PURCH REQS/LEAVE SLIPS	413.95
8/13/2009	GEN 32379	SIGN A RAMA	REPAIR WLCM SC SIGN/PRKNG LOT MILLR/ELI	1,651.38
8/13/2009	GEN 32380	SOUPAL CLEANERS	JULY 2009 UNIFORM CLEANING	111.75
8/13/2009	GEN 32381	SUBURBAN AUTO SUPPLY	DEX COOL GAL	33.98
8/13/2009	GEN 32382	SWARTZ CREEK ELEVATOR	GRASS SEED	79.99
8/13/2009	GEN 32383	UPS	UPS RETURN SHIPPING	11.54
8/13/2009	GEN 32384	VERIZON NORTH	8/1-9/1/09 635-4401	123.25
8/20/2009	GEN 32385	AMERICAN MESSAGING	AUG 09 SERVICES 810-833-2563/810-8331159	24.51
8/20/2009	GEN 32386	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.69
			UNIFORMS, MATS, SUPPLIES ENV.	75.22
				<u>101.91</u>

8/20/2009	GEN 32387	BASIC	COPAY/OFFICE VISIT/PAUL/AGUILAR	218.56
8/20/2009	GEN 32388	BLUE CARE NETWORK-EAST MI	SEPT 09 MED INS KELLY	600.46
			SEPT 09 MED INS PETRUCHA	<u>1,381.05</u>
				1,981.51
8/20/2009	GEN 32389	CONSUMERS ENERGY	ANNUAL PROP RENTAL/FLINT TWP 2010	25.00
8/20/2009	GEN 32390	DELTA DENTAL PLAN	SEPT 09 DENTAL - RETIREES (3)	162.36
8/20/2009	GEN 32391	FIRST AMERICAN TITLE	SU 09 TAX OVRPMT 6509 BRISTOL	170.11
8/20/2009	GEN 32392	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
8/20/2009	GEN 32393	GCGC	FALL MTG AGUILAR/KORTH 9/17/09	24.00
8/20/2009	GEN 32394	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND I	375.00
8/20/2009	GEN 32395	INFINITE SOLUTIONS	CONFIG SERVER/WORKSTN PD ADMIN ASSTN	225.00
8/20/2009	GEN 32396	MID MICHIGAN MANUFACTURING	JETTED LINE/MILLER ROAD	360.00
8/20/2009	GEN 32397	MID STATES BOLT AND SCREW CO	BLADE BOLTS	17.48
8/20/2009	GEN 32398	NEXTEL COMMUNICATIONS	JULY 09 MONTHLY BILL	503.20
8/20/2009	GEN 32399	PITNEY BOWES CREDIT CORP.	RENTAL CHARGES 5/30-8/30/09	177.00
8/20/2009	GEN 32400	PROGRESSIVE	MORRISH/BRISTOL REVIEW	416.06
8/20/2009	GEN 32401	RIO SUPPLY MICHIGAN METER INC	WATER METER	1,708.77
8/20/2009	GEN 32402	SIMEN FIGURA & PARKER PLC	JULY 09 GEN'L/TRAFFIC/ORDIN	3,239.50
8/20/2009	GEN 32403	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	128.00
8/20/2009	GEN 32404	SWARTZ CREEK AREA FIRE DEPT.	JULY 09 MONTHLY RUNS	3,948.76
8/20/2009	GEN 32405	SWARTZ CREEK ELEVATOR	KILL ALL WEED KILLER	29.99
8/20/2009	GEN 32406	TUCKER CHRYSLER JEEP DODGE	REPAIR PARTS/DODGE PICKUP	71.60
8/20/2009	GEN 32407	UNUM LIFE INSURANCE	SEPT 09 LIFE INS SHANNON/SNELL	12.05
8/20/2009	GEN 32408	VERIZON NORTH	8/4-9/4/09 635-4402	151.28
8/27/2009	GEN 32409	A+ SUPPLY CO INC	(12) QUAD 13 W LAMP	68.40
8/27/2009	GEN 32410	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	87.28
			MATS, SUPPLIES	<u>26.69</u>
				113.97
8/27/2009	GEN 32411	BASIC	COPAY/OFFICE VISIT NICHOLS/GARDNER	201.20
8/27/2009	GEN 32412	BLUMERICH COMMUNICATIONS	REPAIR LIGHT BAR & REPLACE SIREN 09-401	180.00
8/27/2009	GEN 32413	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGRMNT 8/15-9/15/09	44.00
8/27/2009	GEN 32414	CITY OF SWARTZ CREEK	PETTY CASH DIST PROJECT FRESH	110.00
8/27/2009	GEN 32415	COMCAST BUSINESS	8/26-9/25/09 SEPT 09 SERVICES	165.00
8/27/2009	GEN 32416	DELTA VISION	SEPT 09 VISION - RETIREES (3)	13.64

8/27/2009	GEN 32417	FICK EXCAVATING INC.	10 YARDS 23A LIMESTONE/DELIVERY	335.00	
8/27/2009	GEN 32418	INTOXIMETERS INC	PBT MOUTHPIECES (500)	85.00	
8/27/2009	GEN 32419	LANDMARK APPRAISAL CO	AUG 09 MONTHLY SERVICES	2,233.33	
8/27/2009	GEN 32420	MAIBERGER, DEAN	OVERPAYMENT OF FINAL	0.00	V
8/27/2009	GEN 32421	RIO SUPPLY MICHIGAN METER INC	WATER METER SUPPLIES	120.00	
			WATER METER SUPPLIES	<u>1,727.64</u>	
				1,847.64	
8/27/2009	GEN 32422	SHERWIN WILLIAMS	PAINT/PAINT TRAY	32.08	
8/27/2009	GEN 32423	SIEGEL REALTY & MGT INC	UB OVRPMT REFUND MI10-008475-0000-03	139.98	
8/27/2009	GEN 32424	UNEMPLOYMENT INSURANCE AGENCY	BENEFIT CHARGES PERIOD ENDING 12/31/200	6,103.00	
8/27/2009	GEN 32425	VERIZON NORTH	8/10-9/10/09 635-4464	459.14	
8/27/2009	GEN 32426	VERIZON NORTH	8/13-9/13/09 635-4495	<u>79.38</u>	
TOTAL OF 110 Checks:				134,176.10	

**Public Works**  
**Monthly Work Orders**  
09/01/09

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CHIP09-0008 Finished	BR20-007297-0000-01	HORNER, JAMES 7297 BRISTOL RD	08/05/09 08/06/09	TREE CHIPPING
CKME09-0032 Finished	BR20-006363-0000-01	VANNORWICK, ERIK 6363 BRISTOL RD	08/05/09 08/05/09	CHECK METER
CKME09-0033 Finished	SC20-005104-0000-01	PALO, MELVIN 5104 SCHOOL ST	08/05/09 08/05/09	CHECK METER
CKME09-0034 Finished	EL20-007514-0000-01	GUERIN, SHIRLEY 7514 ELIZABETH CT	08/05/09 08/05/09	CHECK METER
ELEC09-0011 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/03/09 08/03/09	ELEC SETUP/TAKEDO
FLAG09-0011 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/25/09 08/25/09	LOWER/RAISE FLAG
FLAG09-0012 Scheduled	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/26/09	LOWER/RAISE FLAG
FNRD09-0141 Finished	SP10-004486-0000-01	CHASE BANK 4486 SPRINGBROOK DR	08/06/09 08/06/09	FINAL READ
FNRD09-0142 Finished	MI10-008475-0000-03	ESTATE OF LEGISI MKTG INC 8475 MILLER RD	08/06/09 08/06/09	FINAL READ
FNRD09-0143 Scheduled	MI10-007041-0000-04	SANFORD, BECKY 7041 MILLER RD	08/06/09	FINAL READ
FNRD09-0144 Finished	CH10-008508-0000-02	LEONARD, RYAN 8508 CHELMSFORD DR	08/13/09 08/13/09	FINAL READ
FNRD09-0145 Finished	BR30-000002-0000-02	KELLOG, KATHARINE 2 BROOKFIELD DR	08/14/09 08/14/09	FINAL READ
FNRD09-0146 Finished	SI10-004177-0000-03	BROWN, MARTINA 4177 SILVER MAPLE LN	08/14/09 08/14/09	FINAL READ
FNRD09-0147 Finished	SE20-005311-0000-01	WOOLUM, SUSAN 5311 SEYMOUR RD	08/17/09 08/17/09	FINAL READ
FNRD09-0148 Finished	MO10-005061-0000-02	MELFI, WENDY 5061 MORRISH RD	08/18/09 08/18/09	FINAL READ
FNRD09-0149 Finished	MI10-007509-0000-03	GRIFFIS, ROBERT 7509 MILLER RD	08/20/09 08/20/09	FINAL READ
FNRD09-0150 Finished	KI10-000046-0000-02	TOBY, MICHELLE 46 KINGSLEY DR	08/20/09 08/21/09	FINAL READ
GWO09-0090 CANCELLED	BR20-006231-0000-01	WILSON, DANIEL 6231 BRISTOL RD	08/04/09 08/04/09	GENERIC WORK ORDE

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
GWO09-0091 CANCELLED	CH20-009344-0000-02	HIGHTOWER, JAKQUOS 9344 CHESTERFIELD	08/04/09 08/04/09	GENERIC WORK ORDE
GWO09-0092 Finished	RO10-004242-00G9-01	APPLE CREEK STATION 4242 ROUNDHOUSE # G9 RD	08/04/09 08/05/09	GENERIC WORK ORDE
GWO09-0093 Finished	CI10-008095-0000-01	PERKINS LIB-SENIOR CENTER 8095 CIVIC DR	08/24/09 08/25/09	GENERIC WORK ORDE
GWO09-0094 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/25/09 08/26/09	GENERIC WORK ORDE
GWO09-0095 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/25/09 08/26/09	GENERIC WORK ORDE
GWO09-0096 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/25/09 08/26/09	GENERIC WORK ORDE
HYDR09-0001 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/24/09 08/26/09	HYDRANTS
LNDS09-0051 Scheduled	DA10-005184-0000-01	JOHNSON, KEITH 5184 DAVAL DR	08/28/09	LANDSCAPING
MNT09-0022 Finished	CI10-008100-0000-01	BUILDING, PUBLIC SAFETY 8100 CIVIC DR	08/05/09 08/06/09	BUILDING MAINTENA
MNT09-0023 Finished	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/25/09 08/26/09	BUILDING MAINTENA
MNT09-0024 Scheduled	CI10-008095-0000-01	PERKINS LIB-SENIOR CENTER 8095 CIVIC DR	08/27/09	BUILDING MAINTENA
READ09-0034 Finished	NE10-006740-0000-02	PETERS, JAMES 6740 NEMER CT	08/03/09 08/04/09	READ METER
READ09-0035 Finished	LA10-004273-0000-01	SCHINDLER, ROBERT 4273 LATIFEE CT	08/03/09 08/03/09	READ METER
READ09-0036 Finished	FA10-005111-0000-07	OBERT, AMANDA 5111 FAIRCHILD ST	08/06/09 08/06/09	READ METER
READ09-0037 Scheduled	CI10-008095-0000-01	PERKINS LIB-SENIOR CENTER 8095 CIVIC DR	08/21/09	READ METER
READ09-0038 Finished	GR10-005382-0000-01	GROOMS, ELDOSS 5382 GREENLEAF DR	08/17/09 08/17/09	READ METER
READ09-0039 Finished	NE10-006740-0000-02	PETERS, JAMES 6740 NEMER CT	08/17/09 08/17/09	READ METER
READ09-0040 Scheduled	CI10-008095-0000-01	PERKINS LIB-SENIOR CENTER 8095 CIVIC DR	08/31/09	READ METER
READ09-0042 Finished	MI10-006033-0000-04	GRISWATSCH, DAVID & MINDY 6033 MILLER RD	08/18/09 08/19/09	READ METER
READ09-0043 Scheduled	GR20-007493-0000-01	TIHELKA, STANLEY L 7493 GROVE ST	08/28/09	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
SMRP09-0001 Scheduled	EL10-004112-0000-01	ESTRELLO, CIPRIANO 4112 ELMS RD	08/19/09 08/19/09	SEWER MAIN REPAIR
STK09-0001 Scheduled	MI10-008118-0000-04	MICHAELSON, CONNER 8118 MILLER RD	08/26/09	STAKE CURB BOX
SWR09-0010 Finished	OA10-005261-0000-03	EPLETT, JUDITH 5261 OAKVIEW DR	08/14/09 08/14/09	SEWER DRAIN PROBL
WOFF09-0138 Finished	CH10-009056-0000-02	SYKES, COLLEEN 9056 CHELMSFORD DR	08/03/09 01/01/00	WATER TURN OFF
WOFF09-0139 Finished	CH20-009321-0000-01	BENSON, ROBERT 9321 CHESTERFIELD DR	08/04/09 08/04/09	WATER TURN OFF
WOFF09-0140 Finished	DY10-003386-0000-01	RICKETT, DAVID 3386 DYE RD	08/05/09 08/05/09	WATER TURN OFF
WOFF09-0141 Finished	DY10-003350-0000-01	RICKETTS, DAVID 3350 DYE RD	08/05/09 08/05/09	WATER TURN OFF
WOFF09-0142 Finished	FI10-005027-0000-02	ALLEN, JEREMY 5027 FIRST ST	08/06/09 08/07/09	WATER TURN OFF
WOFF09-0143 Finished	GR10-005296-0000-02	KEYES, KENNETH S 5296 GREENLEAF DR	08/07/09 08/07/09	WATER TURN OFF
WOFF09-0145 CANCELLED	CH20-008512-0000-04	BELL, MICHELLE 8512 CHESTERFIELD DR	08/14/09 08/14/09	WATER TURN OFF
WOFF09-0146 CANCELLED	SP10-004399-0000-02	CARR, DEBRA SUE 4399 SPRINGBROOK DR	08/17/09 08/17/09	WATER TURN OFF
WOFF09-0147 Finished	AU10-006286-0000-02	MANGETT, JOSUHA 6286 AUGUSTA ST	08/18/09 08/18/09	WATER TURN OFF
WOFF09-0148 Finished	DA10-005205-0000-02	MAGELI, BONNIE 5205 DAVAL DR	08/18/09 08/18/09	WATER TURN OFF
WOFF09-0149 Finished	FO20-008059-0000-00	VETERAN'S MEMORIAL 8059 PAUL FORTINO DR	08/18/09 08/18/09	WATER TURN OFF
WOFF09-0150 Finished	HE10-005170-0000-05	COOPER, ROY 5170 HELMSLEY DR	08/21/09 08/20/09	WATER TURN OFF
WOFF09-0151 Finished	MO10-004336-0000-01	CASEBOLT, JOE 4336 MORRISH RD	08/21/09 08/21/09	WATER TURN OFF
WOFF09-0152 Finished	CO10-004466-0000-01	TRCKA, GERALD 4466 COLONY CT	08/21/09 08/24/09	WATER TURN OFF
WOFF09-0153 Finished	CA10-008444-0000-02	MAIBERGER, DEAN 8444 CAPPY LN	08/24/09 08/24/09	WATER TURN OFF
WOFF09-0154 Scheduled	SC20-005027-0000-05	EDMONDS, LANNY 5027 SCHOOL ST	08/27/09	WATER TURN OFF
WTON09-0128 Finished	BR20-006419-0000-02	BROWN, STEVE 6419 BRISTOL RD	08/03/09 08/03/09	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WTON09-0129 Finished	CH10-009056-0000-02	SYKES, COLLEEN 9056 CHELMSFORD DR	08/04/09 08/04/09	WATER TURN ON
WTON09-0130 Finished	AU10-006286-0000-02	MANGETT, JOSUHA 6286 AUGUSTA ST	08/05/09 08/05/09	WATER TURN ON
WTON09-0131 Finished	MI10-008012-0000-02	GRANDMA WILLIAMS KITCHEN 8012 MILLER RD	08/05/09 08/05/09	WATER TURN ON
WTON09-0132 Finished	AU10-006281-0000-03	ABDULLAH ABDULLAH 6281 AUGUSTA ST	08/13/09 08/13/09	WATER TURN ON
WTON09-0133 Finished	DA10-005205-0000-02	MAGELI, BONNIE 5205 DAVAL DR	08/19/09 08/19/09	WATER TURN ON
WTON09-0134 Finished	EL10-004354-0000-01	SMITH, JASON W 4354 ELMS RD	08/25/09 08/25/09	WATER TURN ON
WTON09-0135 Scheduled	FI10-005027-0000-02	ALLEN, JEREMY 5027 FIRST ST	08/27/09	WATER TURN ON
WTON09-0136 Scheduled	CO10-004466-0000-01	TRCKA, GERALD 4466 COLONY CT	08/27/09	WATER TURN ON
WTON09-0137 Scheduled	AU10-006286-0000-02	MANGETT, JOSUHA 6286 AUGUSTA ST	08/27/09	WATER TURN ON

Total Records: 67

DPS ACTIVITY - AUGUST 2009

	REG	HOL	VAC	ABSENT	OT	DT
<b>101 GENERAL FUND</b>						
101.0 COUNCIL	11.84		0.03	0.91		
172.0 EXECUTIVE						
253.0 TREASURER	8.88		0.03	0.69		
257.0 ASSESSOR	1.48		0.01	0.12		
262.0 ELECTIONS	20.32		0.16	1.22		
410.0 BLG-ADMIN-OBRIEN						
781.0 AMPHI-PARK					5.00	
782.0 WINSHALL PARK	3.23		0.12	0.18		
783.0 WINSHALL GARBAGE	24.50	0.17	6.03	0.37	4.00	4.00
783.0 ELMS PARK	37.23		9.86	0.83		
783.0 ELMS GARBAGE	28.50	0.17	6.03	0.48	4.00	4.00
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	9.00		4.00			
792.0 P S BLDG	5.00		4.00			
793.0 CITY HALL	14.00		12.00	0.17		
794.0 COMM PROMO	10.00	0.17	0.61	0.11		
796.0 CEMETERY						
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	16.50		1.38	0.19		
474.0 TRAFFIC	1.00			0.06		
478.0 SNOW & ICE						
482.0 ADMIN						
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	25.50		0.81	0.61		
474.0 TRAFFIC	2.50			0.09	2.00	
478.0 SNOW & ICE						
482.0 ADMIN	7.10		1.49	0.23		
<b>226 GARBAGE FUND</b>						
528.0 COLLECT	82.43	0.50	2.49	2.12		
530.0 WOODCHIPPING	106.87	1.67	9.88	2.30		
<b>590 WATER</b>						
540.0 WATER SYSTEM	100.23		33.69	2.17	2.00	
540.0 WATER-ON CALL	6.00		0.21	0.27		
542.0 READ & BILL	139.58	5.32	17.12	5.99		
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	72.73		16.19	2.08	2.00	
536.0 SEWER-ON CALL	6.00		0.21	0.27		
537.0 LIFT STATION	10.00		4.32	0.14		
542.0 READ & BILL	49.58		0.16	3.84		
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	7.00		0.67	0.06		
	807.00	8.00	131.50	25.50	19.00	8.00
<b>HOLIDAY</b>						
<b>VACATION</b>						
<b>ABSENT</b>						
<b>DAILY HOURS TOTAL</b>	<b>807.0</b>	<b>8.0</b>	<b>131.5</b>	<b>25.5</b>	<b>19.0</b>	<b>8.0</b>

Aug-09	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	636	70	
07-03 P/U 4WD	240		24
09-03 P/U 4WD	662		46
#2 P/U 2WD	204	24	
#6-00 BACKHOE			
#9 DUMP	10		
#10 DUMP			
#11 DUMP	107		
#12-02 DUMP	9		
#12-04 DUMP	70		23
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			16
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			
#807 STREET SWEEPER	58		31
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10	256	14	
<b>TOTAL</b>	<b>2252</b>	<b>107</b>	<b>140</b>

<b>PROPOSED 2009/2010 FANG BUDGET</b>			
	<b>REVENUE</b>		
<b>ITEM</b>		<b>09-10 BUDGET</b>	
ADMINISTRATIVE TOW FEES		\$22,000	
FORFEITURE INCOME		\$228,539	
INTEREST		\$8,000	
MEMBER DUES		\$257,231	
VEHICLES		\$10,000	
<b>TOTAL</b>		<b>\$525,770</b>	
	<b>EXPENDITURES</b>		
<b>ITEM</b>		<b>09-10 BUDGET</b>	
AUDIT/BOOKEEPING		\$10,500	
BUILDING INSURANCE		\$1,000	
BUILDING MAINTENANCE		\$4,150	
BUILDING LEASE		\$55,000	
CONSULTANT WAGES (2)		\$75,080	
EQUIPMENT MAINTENANCE		\$1,000	
EQUIPMENT PURCHASES		\$6,500	
FORFEITURE EXPENSES		\$40,000	
GENESEE TOWNSHIP		\$78,975	
INVESTIGATIVE EXPENSES		\$40,000	
MISCELLANEOUS EXPENSES		\$4,510	
MOTOR POOL		\$175,190	
OFFICE SUPPLIES		\$5,500	
PAGERS		\$240	
POSTAGE		\$700	
SECURITY ALARM		\$425	
TELECOMMUNICATIONS		\$22,000	
TRAINING		\$5,000	
<b>TOTAL</b>		<b>\$525,770</b>	

## **CURRENT MEMBERS AS OF 8/31/09**

CITY OF BURTON  
CITY OF DAVISON – 2008/09 DUES NOT PAID  
CITY OF FENTON  
CITY OF FLINT – 2008/09 DUES NOT PAID  
CITY FLUSHING  
CITY OF LINDEN  
CITY OF MONTROSE  
CITY OF SWARTZ CREEK

CLAYTON TOWNSHIP  
DAVISON TOWNSHIP  
FLINT TOWNSHIP  
FLUSHING TOWNSHIP – 2008/09 DUES NOT PAID  
FOREST TOWNSHIP  
GENESEE TOWNSHIP  
GRAND BLANC TOWNSHIP  
MONTROSE TOWNSHIP  
MT MORRIS TOWNSHIP  
RICHFIELD TOWNSHIP

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

**RESOLUTION 090914-8A**

General Operating Levy	4.8289
Sanitation Levy	1.7500

**101 General Fund**

<b>Estimated Revenues</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Fund Estimated Operating Revenues	2,034,137	1,993,592	(40,545)
General Fund Estimated Project Revenues	16,771	16,771	0
<b>Total General Fund Estimated Revenues</b>	<b>2,050,908</b>	<b>2,010,363</b>	<b>(40,545)</b>

<b>Appropriations</b>	<b>Adopted</b>	<b>Revised</b>	<b>Change</b>
General Government Activities 101-299	493,916	445,630	(48,286)
Public Safety Activities 301-399	1,102,749	953,792	(148,957)
Public Works Activities 400-799	356,476	373,532	17,056
Other Government Activities 800-999	99,820	217,638	117,818
<b>Total General Fund Operating Appropriations</b>	<b>2,052,961</b>	<b>1,990,592</b>	<b>(62,369)</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>2,010,363</b>	<b>(62,369)</b>

<b>Effect on General Fund's Fund Balance</b>	<b>(21,824)</b>	<b>0</b>	<b>21,824</b>
--	-----------------	----------	---------------

**202 Major Streets Fund**

<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>
--	---------------	---------------	--------------

**203 Local Streets Fund**

<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>

#### 226 Garbage Fund

<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 DDA 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	17,087	(86,984)
Drug Enforcement Fund Estimated Project Revenue	0	0	0
<b>Total Drug Enforcement Estimated Revenue</b>	<b>104,071</b>	<b>17,087</b>	<b>(86,984)</b>



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>

**Effect on Wtr Transmission Debt Fund's Fund Balanc**      **0**      **0**      **0**

**401 Capital Projects Fund**

<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	1,963	0
<b>Total Capital Projects Fund Operating Appropriations</b>	<b>1,963</b>	<b>1,963</b>	<b>0</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>1,963</b>	<b>0</b>

**Effect on Capital Projects Fund's Fund Balance**      **(1,963)**      **(1,963)**      **0**

**402 Fire Equipment Replacement Fund**

<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	86,214	86,214
<b>Total Fire Equip Replacement Fund Operating Appro</b>	<b>0</b>	<b>86,214</b>	<b>86,214</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>86,214</b>	<b>86,214</b>

**Effect on Fire Equip Replacement Fund's Fund Balanc**      **1,500**      **(86,214)**      **(87,714)**

**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	63,495	23,228
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>1,357,287</b>	<b>53,986</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>1,357,287</b>	<b>53,986</b>
<b>Effect on Water Supply Fund's Fund Balance</b>	<b>51,264</b>	<b>(18,572)</b>	<b>(69,836)</b>
<b>591 Sanitary Sewer Fund</b>			
<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	65,650	23,229
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>1,061,139</b>	<b>62,673</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>1,220,239</b>	<b>62,673</b>
<b>Effect on Sanitary Sewer Fund's Fund Balance</b>	<b>60,434</b>	<b>(15,589)</b>	<b>(76,023)</b>
<b>661 Motor Pool Fund</b>			
<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	57,763	8,437
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>281,340</b>	<b>(64,878)</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>281,340</b>	<b>(64,878)</b>
<b>Effect on Motor Pool Fund's Fund Balance</b>	<b>(186,918)</b>	<b>(208,052)</b>	<b>(21,134)</b>
<b>Total Estimated Revenues</b>	<b>6,625,538</b>	<b>6,359,447</b>	<b>(266,091)</b>
<b>Total All Funds Appropriations</b>	<b>6,910,522</b>	<b>6,922,643</b>	<b>12,121</b>

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

RESOLUTION 090914-8A

General Operating Levy	4.8289
Sanitation Levy	1.7500

**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>

**202 Major Streets Fund**

<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>

**203 Local Streets Fund**

<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>

#### 226 Garbage Fund

<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>

**Effect on Garbage Fund's Fund Balance (41,717) (98,313) (56,596)**

#### 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>

**Effect on Local Streets Fund's Fund Balance (1,685) (1,685) 0**

#### 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>



Other Government Activities 800-999	0	0	0
<b>Total Wtr Transmission Debt Fund Appropriation</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Effect on Wtr Transmission Debt Fund's Fund Balance**                      **0**                      **0**                      **0**

**401 Capital Projects Fund**

<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 Appropriation</b>	<b>1,963</b>	<b>1,951</b>	<b>(12)</b>
<b>Total Capital Projects Fund Project Appropriation</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>

**Effect on Capital Projects Fund's Fund Balance**                      **(1,963)**                      **(1,951)**                      **12**

**402 Fire Equipment Replacement Fund**

<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 Appropriation</b>	<b>0</b>	<b>84,945</b>	<b>84,945</b>
<b>Total Fire Equip Replacement Fund Project Appropriation</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Fire Equip Replacement Fund Appropriation</b>	<b>0</b>	<b>84,945</b>	<b>84,945</b>

**Effect on Fire Equip Replacement Fund's Fund Balance**                      **1,500**                      **(84,945)**                      **(86,445)**

**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 Appropriation</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>
<b>Effect on Water Supply Fund's Fund Balance</b>	<b>51,264</b>	<b>(16,497)</b>	<b>(67,761)</b>
<b>591 Sanitary Sewer Fund</b>			
<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 Appropriation</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>
<b>Effect on Sanitary Sewer Fund's Fund Balance</b>	<b>60,434</b>	<b>(13,514)</b>	<b>(73,948)</b>
<b>661 Motor Pool Fund</b>			
<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>



City of  
Swartz  
Creek

*Paul Bueche*

*City Manager*

[pbueche@cityofswartzcreek.org](mailto:pbueche@cityofswartzcreek.org)

---

**7-September-2009**

**Clayton Charter Township Board**

C/O Supervisor **BRUCE BEATTY**

Clerk **DENNIS MILEM**

2011 South Morrish Road

Swartz Creek, Michigan 48473

Dear **Board**,

As I am certain you are aware, the funding of basic services, in particular public safety, has become a serious challenge. In all likelihood, it will be many years before government revenues stabilize or get back to the peaks we reached in the middle part of this decade. In addition, state finance predictions are bleak with no resolve in sight. The message that continues to get louder from state officials and expert analysts' is that government, in its current form, is no longer sustainable and must change. The suggested direction begins with the combination of services as a mechanism to reduce expenses. The state continues to make noise on this issue and is considering tying revenue sharing and other finances on local efforts towards this direction.

The City and the Township have operated an extremely successful joint fire services program for forty or more years. Pooling these resources has allowed us to provide a far greater level of service in terms of coverage, training, professionalism and equipment than if we provided the services independently. Having said this, the City of Swartz Creek is exploring every option to maintain acceptable levels of public safety service in light of sinking revenues. For the reasons outlined within, I would like to make a formal inquiry as to whether the Township has a desire to explore combining police services. Given the fiscal direction we are all headed, such a move may allow the City and Township to continue adequate police protection at significant cost reductions.

If you have questions or need further information, do not hesitate to call. I appreciate your time and attention to this issue and look forward to your response.

Sincerely,

**PAUL BUECHE**

*City Manager*

(810)-635-4464

*Via email (Formal Letter Delivered Direct)*

Copy To: City Council

---

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

58

[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org)

<ftp://cityofswartzcreek.org>



City of  
Swartz  
Creek

**City Offices**

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

**Police Department**

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

**Public Services Department**

M-F 8am-4:30pm  
810.635.4464

**7-September-2009**

**Clayton Charter Township Board**  
C/O Supervisor **BRUCE BEATTY**  
Clerk **DENNIS MILEM**  
2011 South Morrish Road  
Swartz Creek, Michigan 48473

Dear **Board**,

As I am certain you are aware, the funding of basic services, in particular public safety, has become a serious challenge. In all likelihood, it will be many years before government revenues stabilize or get back to the peaks we reached in the middle part of this decade. In addition, state finance predictions are bleak with no resolve in sight. The message that continues to get louder from state officials and expert analysts' is that government, in its current form, is no longer sustainable and must change. The suggested direction begins with the combination of services as a mechanism to reduce expenses. The state continues to make noise on this issue and is considering tying revenue sharing and other finances on local efforts towards this direction.

The City and the Township have operated an extremely successful joint fire services program for forty or more years. Pooling these resources has allowed us to provide a far greater level of service in terms of coverage, training, professionalism and equipment than if we provided the services independently. Having said this, the City of Swartz Creek is exploring every option to maintain acceptable levels of public safety service in light of sinking revenues. For the reasons outlined within, I would like to make a formal inquiry as to whether the Township has a desire to explore combining police services. Given the fiscal direction we are all headed, such a move may allow the City and Township to continue adequate police protection at significant cost reductions.

If you have questions or need further information, do not hesitate to call. I appreciate your time and attention to this issue and look forward to your response.

Sincerely,

**PAUL BUECHE**

City Manager  
(810)-635-4464

Copy To: City Council



**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**

CITY OF SWARTZ CREEK  
8083 CIVIC DR

History Detail Report

09/11/09 14:19:54

This detail history report show's the incorrect multiplier. These bills should have averaged around \$1,400 instead of \$8,400 per quarter.



Location ID: R010-004242-00G9-01  
Service Address: 4242 ROUNDHOUSE # G9 RD  
Customer Name: APPLE CREEK STATION

Created	Posted	Action	Item -or- User	Read/Other Usage	Amount	Balance
08/07/09	08/07/09	Payment Posted	R09-010837	0 EQC	\$8,400.80	\$0.00
07/28/09	07/28/09	Bill Calculated	04/20/09-07/20/09	0 92	\$8,400.80	\$8,400.80
07/23/09	07/22/09	Meter Read	Water	77,700 Aut 1,800	\$0.00	\$0.00
05/18/09	05/18/09	Payment Posted	R09-009608	0 EQC	\$8,400.80	\$0.00
04/29/09	04/29/09	Bill Calculated	01/20/09-04/20/09	0 91	\$8,400.80	\$8,400.80
04/24/09	04/23/09	Meter Read	Water	75,900 Aut 1,600	\$0.00	\$0.00
02/06/09	02/06/09	Payment Posted	R09-006705	0 EQC	\$8,400.80	\$0.00
01/30/09	01/30/09	Bill Calculated	10/20/08-01/20/09	0 93	\$8,400.80	\$8,400.80
01/28/09	01/27/09	Meter Read	Water	74,300 Aut 1,700	\$0.00	\$0.00
11/14/08	11/14/08	Payment Posted	R08-005071	0 EQC	\$8,400.80	\$0.00
10/31/08	10/31/08	Bill Calculated	07/20/08-10/20/08	0 93	\$8,400.80	\$8,400.80
10/29/08	10/23/08	Meter Read	Water	72,600 Aut 1,600	\$0.00	\$0.00
08/08/08	08/08/08	Payment Posted	R08-002810	0 EQC	\$8,400.80	\$0.00
07/31/08	07/31/08	Bill Calculated	04/20/08-07/20/08	0 92	\$8,400.80	\$8,400.80
07/28/08	07/24/08	Meter Read	Water	71,000 Aut 1,800	\$0.00	\$0.00
05/09/08	05/09/08	Payment Posted	R08-000662	0 EQC	\$8,400.80	\$0.00
04/30/08	04/30/08	Bill Calculated	01/20/08-04/20/08	0 92	\$8,400.80	\$8,400.80
04/28/08	04/23/08	Meter Read	Water	69,200 Aut 2,000	\$0.00	\$0.00
02/08/08	02/08/08	Payment Posted	Imported from FB	0 Con	\$8,400.80	\$0.00
01/30/08	02/01/08	Bill Calculated	Imported from FB	0 Con	\$8,400.80	\$8,400.80
01/25/08	01/24/08	Meter Read	WATER	67,200 Con 2,300	\$0.00	\$0.00
11/09/07	11/09/07	Payment Posted	Imported from FB	0 Con	\$8,400.80	\$0.00
11/01/07	11/01/07	Bill Calculated	Imported from FB	0 Con	\$8,400.80	\$8,400.80
10/31/07	10/19/07	Corrected Usage -	WATER	64,900 Con -1,300	\$0.00	\$0.00
10/24/07	10/19/07	Meter Read	WATER	64,900 Con 2,500	\$0.00	\$0.00
08/10/07	08/10/07	Payment Posted	Imported from FB	0 Con	\$9,240.88	\$0.00
07/25/07	08/01/07	Bill Calculated	Imported from FB	0 Con	\$8,400.80	\$9,240.88
07/23/07	07/18/07	Meter Read	WATER	63,700 Con 1,300	\$0.00	\$0.00
05/24/07	05/24/07	Payment Posted	Imported from FB	0 Con	\$8,400.80	\$840.08
05/22/07	05/22/07	Penalty	Imported from FB	0 Con	\$840.08	\$9,240.88
04/30/07	05/01/07	Bill Calculated	Imported from FB	0 Con	\$8,400.80	\$8,400.80
04/24/07	04/20/07	Meter Read	WATER	62,400 Con 1,600	\$0.00	\$0.00
02/09/07	02/09/07	Payment Posted	Imported from FB	0 Con	\$8,400.80	\$0.00
01/26/07	02/01/07	Bill Calculated	Imported from FB	0 Con	\$8,400.80	\$8,400.80
01/23/07	01/22/07	Meter Read	WATER	60,800 Con 1,700	\$0.00	\$0.00
11/17/06	11/17/06	Payment Posted	Imported from FB	0 Con	\$8,400.80	\$0.00
11/01/06	11/01/06	Bill Calculated	Imported from FB	0 Con	\$8,400.80	\$8,400.80
10/26/06	10/20/06	Meter Read	WATER	59,100 Con 1,300	\$0.00	\$0.00

# History Detail Report

09/11/09 14:19:54

08/11/06	08/11/06	Payment Posted	Imported from FB	0 Con	0	\$8,400.80	\$0.00
08/01/06	08/01/06	Bill Calculated	Imported from FB	0 Con	0	\$8,400.80	\$8,400.80
07/28/06	07/19/06	Meter Read	WATER	57,800 Con	1,300	\$0.00	\$0.00
05/05/06	05/05/06	Payment Posted	Imported from FB	0 Con	0	\$8,400.80	\$0.00
04/27/06	05/01/06	Bill Calculated	Imported from FB	0 Con	0	\$8,400.80	\$8,400.80
04/25/06	04/20/06	Meter Read	WATER	56,500 Con	1,100	\$0.00	\$0.00
02/17/06	02/17/06	Payment Posted	Imported from FB	0 Con	0	\$8,400.80	\$0.00
01/30/06	02/01/06	Bill Calculated	Imported from FB	0 Con	0	\$8,400.80	\$8,400.80
01/26/06	01/23/06	Meter Read	WATER	55,400 Con	1,400	\$0.00	\$0.00
01/25/06	10/26/05	Meter Read	WATER	54,000 Con	0	\$0.00	\$0.00
11/18/05	11/18/05	Payment Posted	Imported from FB	0 Con	0	\$9,931.23	\$0.00
11/10/05	11/10/05	Bill Calculated	Imported from FB	0 Con	0	\$8,400.80	\$9,931.23
11/10/05	10/26/05	Corrected Usage -	WATER	54,000 Con	-11,700	\$0.00	\$0.00
11/01/05	10/26/05	Meter Read	WATER	54,000 Con	13,000	\$0.00	\$0.00
08/30/05	08/29/05	Penalty	Imported from FB	0 Con	0	\$139.13	\$1,530.43
08/19/05	08/19/05	BILLED W BY SEWER	Imported from FB	0 Con	0	-\$7,009.50	\$1,391.30
08/09/05	08/02/05	Bill Calculated	Imported from FB	0 Con	0	\$8,400.80	\$8,400.80
08/05/05	07/25/05	Corrected Usage -	WATER	52,700 Con	-42,183	\$0.00	\$0.00
08/02/05	07/25/05	Meter Read	WATER	52,700 Con	52,183	\$0.00	\$0.00

35,000

The billing for this building is accurate

CITY OF SWARTZ CREEK  
8083 CIVIC DR

2" meter  
16 units

History Detail Report

09/02/09 15:10:01

CONNECT BM



Location ID: R010-004266-00G8-01  
Service Address: 4266 ROUNDHOUSE # G8 RD  
Customer Name: APPLE CREEK STATION

Created	Posted	Action	Item -or- User	Read/Other Usage	Amount	Balance
08/07/09	08/07/09	Payment Posted	R09-010845	0 EQC	\$1,391.30	\$0.00
07/28/09	07/28/09	Bill Calculated	04/20/09-07/20/09	0 92	\$1,391.30	\$1,391.30
07/23/09	07/22/09	Meter Read	Water	836,000 Aut 12,000	\$0.00	\$0.00
05/18/09	05/18/09	Payment Posted	R09-009611	0 EQC	\$1,391.30	\$0.00
04/29/09	04/29/09	Bill Calculated	01/20/09-04/20/09	0 91	\$1,391.30	\$1,391.30
04/24/09	04/23/09	Meter Read	Water	824,000 Aut 11,000	\$0.00	\$0.00
02/06/09	02/06/09	Payment Posted	R09-006711	0 EQC	\$1,447.96	\$0.00
01/30/09	01/30/09	Bill Calculated	10/20/08-01/20/09	0 93	\$1,447.96	\$1,447.96
01/28/09	01/27/09	Meter Read	Water	813,000 Aut 15,000	\$0.00	\$0.00
11/14/08	11/14/08	Payment Posted	R08-005060	0 EQC	\$1,429.06	\$0.00
10/31/08	10/31/08	Bill Calculated	07/20/08-10/20/08	0 93	\$1,429.06	\$1,429.06
10/29/08	10/23/08	Meter Read	Water	798,000 Aut 14,000	\$0.00	\$0.00
08/08/08	08/08/08	Payment Posted	R08-002811	0 EQC	\$1,410.16	\$0.00
07/31/08	07/31/08	Bill Calculated	04/20/08-07/20/08	0 92	\$1,410.16	\$1,410.16
07/28/08	07/24/08	Meter Read	Water	784,000 Aut 13,000	\$0.00	\$0.00
05/09/08	05/09/08	Payment Posted	R08-000665	0 EQC	\$1,391.30	\$0.00
04/30/08	04/30/08	Bill Calculated	01/20/08-04/20/08	0 92	\$1,391.30	\$1,391.30
04/28/08	04/23/08	Meter Read	Water	771,000 Aut 11,000	\$0.00	\$0.00
02/08/08	02/08/08	Payment Posted	Imported from FB	0 Con	\$1,391.30	\$0.00
01/30/08	02/01/08	Bill Calculated	Imported from FB	0 Con	\$1,391.30	\$1,391.30
01/25/08	01/24/08	Meter Read	WATER	76,000 Con 10,000	\$0.00	\$0.00
11/09/07	11/09/07	Payment Posted	Imported from FB	0 Con	\$1,447.98	\$0.00
11/01/07	11/01/07	Bill Calculated	Imported from FB	0 Con	\$1,447.98	\$1,447.98
10/31/07	10/19/07	Corrected Usage -	WATER	75,000 Con -17,000	\$0.00	\$0.00
10/24/07	10/19/07	Meter Read	WATER	75,000 Con 32,000	\$0.00	\$0.00
08/10/07	08/10/07	Payment Posted	Imported from FB	0 Con	\$1,634.36	\$0.00
07/25/07	08/01/07	Bill Calculated	Imported from FB	0 Con	\$1,485.78	\$1,634.36
07/23/07	07/18/07	Meter Read	WATER	73,500 Con 17,000	\$0.00	\$0.00
05/24/07	05/24/07	Payment Posted	Imported from FB	0 Con	\$1,485.78	\$148.58
05/22/07	05/22/07	Penalty	Imported from FB	0 Con	\$148.58	\$1,634.36
04/30/07	05/01/07	Bill Calculated	Imported from FB	0 Con	\$1,485.78	\$1,485.78
04/24/07	04/20/07	Meter Read	WATER	71,800 Con 17,000	\$0.00	\$0.00
02/09/07	02/09/07	Payment Posted	Imported from FB	0 Con	\$1,561.38	\$0.00
01/26/07	02/01/07	Bill Calculated	Imported from FB	0 Con	\$1,561.38	\$1,561.38
01/23/07	01/22/07	Meter Read	WATER	70,100 Con 21,000	\$0.00	\$0.00
11/17/06	11/17/06	Payment Posted	Imported from FB	0 Con	\$1,504.68	\$0.00
11/01/06	11/01/06	Bill Calculated	Imported from FB	0 Con	\$1,504.68	\$1,504.68
10/26/06	10/20/06	Meter Read	WATER	68,000 Con 18,000	\$0.00	\$0.00

# History Detail Report

09/02/09 15:10:01

08/11/06	08/11/06	Payment Posted	Imported from FB	0 Con	0	\$1,542.48	\$0.00
08/01/06	08/01/06	Bill Calculated	Imported from FB	0 Con	0	\$1,542.48	\$1,542.48
07/28/06	07/19/06	Meter Read	WATER	66,200 Con	20,000	\$0.00	\$0.00
05/05/06	05/05/06	Payment Posted	Imported from FB	0 Con	0	\$1,504.68	\$0.00
04/27/06	05/01/06	Bill Calculated	Imported from FB	0 Con	0	\$1,504.68	\$1,504.68
04/25/06	04/20/06	Meter Read	WATER	64,200 Con	18,000	\$0.00	\$0.00
02/17/06	02/17/06	Payment Posted	Imported from FB	0 Con	0	\$1,542.48	\$0.00
01/30/06	02/01/06	Bill Calculated	Imported from FB	0 Con	0	\$1,542.48	\$1,542.48
01/26/06	01/23/06	Meter Read	WATER	62,400 Con	20,000	\$0.00	\$0.00
01/25/06	10/25/05	Meter Read	WATER	60,400 Con	0	\$0.00	\$0.00
11/18/05	11/18/05	Payment Posted	Imported from FB	0 Con	0	\$3,216.55	\$0.00
11/10/05	11/10/05	Bill Calculated	Imported from FB	0 Con	0	\$1,561.38	\$3,216.55
11/01/05	10/25/05	Meter Read	WATER	60,400 Con	21,000	\$0.00	\$0.00
08/30/05	08/29/05	Penalty	Imported from FB	0 Con	0	\$150.47	\$1,655.17
08/19/05	08/19/05	BILLED W BY SEWER	Imported from FB	0 Con	0	-\$6,896.10	\$1,504.70
08/09/05	08/02/05	Bill Calculated	Imported from FB	0 Con	0	\$8,400.80	\$8,400.80
08/05/05	07/25/05	Corrected Usage -	WATER	58,300 Con	-39,735	\$0.00	\$0.00
08/02/05	07/25/05	Meter Read	WATER	58,300 Con	57,735	\$0.00	\$0.00

271,000

# **The Swartz Creek Area Fire Department**



## **2010 Budget**

**August 17, 2009**



# 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

August 19, 2009

Swartz Creek City Council  
Clayton Township Board

Dear Sirs:

The Swartz Creek Area Fireboard has motioned to forward the attached 2010 Proposed Budget for the Swartz Creek Area Fire Department (SCAFD). The gross budget is \$288,990.00. The amount is a decrease of 3.02% from 2009.

The Swartz Creek Area Fireboard is aware of the current financial difficulties and those that may lie ahead. In order for the SCAFD to maintain a state of readiness, only personal protective equipment is being budgeted for in 2010. Due to cost savings incurred in 2009, we were able to decrease the budget amount accordingly. In addition, the SCAFD is aware that near future apparatus purchases will only be capable if the fund balance and cost recovery collected can be ear marked for capital improvements or a FEMA grant for a rescue unit is approved.

I submitted another request to FEMA for a grant to increase our 800 radio communication capability in the amount of \$78,520.00. Of that amount, FEMA would fund \$74,594.00. That leaves an amount of \$3,925.00 that is considered matching funds from our municipalities. This amount cannot be part of our operating budget. Since we do not have enough portable radios for every two firefighters on scene, in certain locations radio reception is difficult and not all of our apparatus have mobile radios, the FEMA grant was written.

I look forward to being present at the meeting you designate for discussion of the proposed budget. Please contact me to insure my presence.

Sincerely,

Brent Cole  
Fire Chief

**DATE:** August 19, 2009

**TO:** David Hurt, City Councilman/Fire Board Representative  
Paul Bueche, City Manager  
City of Swartz Creek Council

**FROM:** Fire Chief Brent Cole

**SUBJECT:** City Station Considerations – 2010 Budget  
(1) Previous considerations that have not been addressed or have not received a reply of consideration.

I. Safety

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

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

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

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

6. Retention of fund balance for future capital improvements: **(1)** REASON: Each year the SCAFD returns unused funds to each municipality from the previous fiscal year's operating budget. I recommend those funds be retained by the SCAFD and ear marked for apparatus replacement.

### III. Other important considerations

1. Replace heating system in bay area with radiant system. **(1)** REASON: Radiant system is more efficient than forced air, thus reducing utility costs.
2. Continue replacement of the apparatus bay lighting. **(1)**
3. Clean or replace office area carpeting. **(1)** REASON: It's original carpet from when the building was built in the late 1980's, and it is worn and stained.
4. Repaint the garage doors facing Fortino Dr. **(1)** REASON: With the replacement of panels on one of the doors, they are different colors.

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

**SWARTZ CREEK AREA FIRE DEPT: 2010 BUDGET-DRAFT**

ACCT #		07 BUDGET	07 ACTUAL	08 BUDGET	08 ACTUAL	09 BUDGET	10 BUDGET	DEFINITION
	<b>REVENUES:</b>							
3582	Contributions-Operating	\$244,513.00	\$258,087.06	\$252,350.00	\$258,066.72	\$251,860.00	\$245,800.00	Estimated Operating Contributions
3583	Contributions-Equipment	\$37,659.00	\$37,659.00	\$45,350.00	\$45,350.00	\$45,840.00	\$42,890.00	Estimated Equipment Contributions
3628	Misc. Income (Sundry)	\$0.00	\$32.00	\$0.00	\$32.00	\$0.00	\$0.00	Miscellaneous Income
3630	Grant Income				\$126,618.00			
3664	Interest Income	\$300.00	\$1,230.13	\$300.00	\$186.70	\$300.00	\$300.00	Interest from Deposits
3673	Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Sale of Miscellaneous Used Items
	<b>TOTAL REVENUES</b>	<b>\$282,472.00</b>	<b>\$297,008.19</b>	<b>\$298,000.00</b>	<b>\$430,253.42</b>	<b>\$298,000.00</b>	<b>\$288,990.00</b>	
	<b>EXPENSES</b>							
4703	Social Security	\$11,543.00	\$13,397.42	\$12,000.00	\$12,520.00	\$11,500.00	\$12,400.00	Social Security - .0145%, FICA - .062%
4704	Salaries - Staff	\$44,000.00	\$40,760.95	\$45,000.00	\$41,905.66	\$45,750.00	\$45,500.00	Chief, Acct.
4705	Salaries - Maintenance	\$13,900.00	\$14,116.41	\$14,100.00	\$14,412.36	\$15,000.00	\$14,500.00	Maint., Qtr. Master Train. FF Labor, pump testing
4706	Salaries - Officers	\$14,520.00	\$14,520.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 5 Lieut.
4707	Salaries - Firefighters	\$70,000.00	\$83,748.56	\$74,000.00	\$79,785.44	\$74,000.00	\$74,000.00	Est. Fire Run Payment for Firefighters
4708	Deferred/Direct Response Comp.	\$3,450.00	\$3,119.00	\$3,450.00	\$3,354.25	\$5,900.00	\$4,800.00	Deferred Comp. Employer Paid/Direct Response Comp.
4709	Medical - Firefighters	\$6,650.00	\$4,464.75	\$6,650.00	\$5,611.00	\$6,700.00	\$7,200.00	Physicals, Hept. - B Shots
4727	Office Supplies	\$2,900.00	\$2,832.15	\$2,900.00	\$2,529.44	\$2,900.00	\$2,700.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	\$900.00	\$687.59	\$900.00	\$534.92	\$900.00	\$900.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	\$9,500.00	\$8,738.62	\$9,500.00	\$7,121.88	\$8,650.00	\$8,650.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	\$7,900.00	\$7,032.70	\$8,000.00	\$7,272.42	\$7,700.00	\$6,300.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4850	Communications	\$4,250.00	\$3,601.78	\$4,650.00	\$3,754.35	\$4,200.00	\$3,350.00	Telephone/Internet Service
4910	Insurance	\$27,700.00	\$27,025.00	\$29,900.00	\$25,826.50	\$29,900.00	\$28,500.00	Fleet, Liability, Workers' Comp., F.F. Ins.
4920	Utilities	\$14,000.00	\$14,645.22	\$16,000.00	\$15,741.21	\$17,000.00	\$17,000.00	Gas/Electric, Water/Sewer
4960	Education & Training	\$10,600.00	\$6,459.23	\$10,600.00	\$13,146.05	\$7,060.00	\$5,300.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	\$239.00	(\$14.26)	\$240.00	\$84.99	\$240.00	\$240.00	Office Equipment
4976	Fire Equipment	\$17,850.00	\$17,408.16	\$15,660.00	\$142,138.34	\$23,500.00	\$23,000.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair	\$17,900.00	\$20,897.65	\$17,725.00	\$9,746.50	\$18,700.00	\$18,000.00	Maint. Agree., Repair of Fire Equipment
4979	Fire Equip-Upgrades	\$0.00	\$946.56	\$10,275.00	\$79.95	\$1,750.00	\$0.00	Upgrades of existing Fire Equipment
4984	Computer Hardware/Repair	\$900.00	\$859.90	\$900.00	\$860.26	\$900.00	\$900.00	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	\$770.00	\$574.76	\$550.00	\$645.29	\$750.00	\$750.00	Computer Software, Software Upgrades, Train. Matls.
	<b>Sub-total Expenses</b>	<b>282,472.00</b>	<b>285,822.15</b>	<b>298,000.00</b>	<b>402,070.81</b>	<b>298,000.00</b>	<b>288,990.00</b>	<b>-3.02% decrease over 2009 budget</b>
4981	Apparatus							Truck Purchases
4982	Loose Equip-New Apparatus							Loose Equip for New Apparatus Only
4983	SCBA Replacement							SCBA Replacement
	<b>Total Expenses</b>	<b>282,472.00</b>	<b>285,822.15</b>	<b>298,000.00</b>	<b>402,070.81</b>	<b>298,000.00</b>	<b>288,990.00</b>	
	<b>Net Income (Loss)</b>	<b>\$0.00</b>	<b>\$11,186.04</b>	<b>\$0.00</b>	<b>\$28,182.61</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>Fund balance beginning of the year</b>	<b>\$0.00</b>	<b>\$0.01</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
	<b>Fund balance end of the year</b>	<b>\$0.00</b>	<b>\$11,186.05</b>	<b>\$0.00</b>	<b>\$28,182.61</b>	<b>\$0.00</b>	<b>\$0.00</b>	

<b>2010 BUDGET BREAKDOWN:</b>
-------------------------------

<b>ct# 703 Social Security</b>		<b>\$12,400.00 (+900.00)</b>
2007 Actual	\$13,397.42	
2008 Actual	\$12,520.00	
2009 Budget	\$11,500.00	
Chief Salary/Acct Wage		\$45,418.00
Officers		\$15,000.00
Main/Train		\$14,500.00
Firefighters		\$74,000.00
Unemployment Payments		\$960.00
TOTAL	\$148,918.00    0.0765	\$12,352.23

<b>Acct# 704 Staff: Chief &amp; Acct/Clerical Specialist Wages</b>		<b>\$45,500.00 (-250.00)</b>
2007 Actual	\$40,760.95	
2008 Actual	\$41,905.66	
2009 Budget	\$45,750.00	
Chief Salary	\$23.14 x 25hrs x 52 wks (no change)	\$30,082.00
Acct. Wage	\$12.78 x 24hrs x 50wks (no change)	\$15,336.00
TOTAL		\$45,418.00

<b>Acct# 705 Maintenance &amp; Training Wages</b>		<b>\$14,500.00 (-500.00)</b>
2007 Actual	\$14,116.41	
2008 Actual	\$14,412.36	
2009 Budget	\$15,000.00	
Truck Maintenance Salary		\$3,120.00
Quarter Master Salary		\$1,800.00
Training Salary		\$2,460.00
Firefighter Labor:		
Fire Prevention Presentations		\$1,000.00
Hose Testing		\$1,700.00
Hall/Apparatus Duties		\$4,300.00
TOTAL		\$14,380.00

<b>Acct# 706 Officer Salary</b>		<b>\$15,000.00 (No Change)</b>
2007 Actual	\$14,520.00	
2008 Actual	\$15,000.00	
2009 Budget	\$15,000.00	
Asst. Chief (1)		\$2,520.00
Batt. Chief (1)		\$2,160.00
Captain (2)		\$3,840.00
Lieutenant (4)		\$6,480.00
Sargeant (3)		\$0.00
TOTAL		\$15,000.00

2010 PROPOSED BUDGET

**Acct# 707 Firefighter Wages** **\$74,000.00 (No Change)**

2007 Actual	\$83,748.56
2008 Actual	\$79,785.44
2009 Budget	\$74,000.00

**FIREFIGHTER**

Probation I	\$9.31
Probation II	\$9.93
FFI	\$10.53
FFII	\$11.52
Officer I	\$12.46
Officer II	\$13.20
Officer III	\$13.57
Tenure	+ .30 for 3yrs; 5yrs & 5 year increments

**RADIO OPERATOR**

Probation	\$9.31
After 1 year	\$9.99

**Acct# 708 Deferred Compensation** **\$4,800.00 (-1100.00)**

2007 Actual	\$3,119.00
2008 Actual	\$3,354.25
2009 Budget	\$5,900.00

Firefighters: flat rate, \$48 per yr X 26 FF	\$1,248.00
Firefighters: \$1.50 per run x 26 FF X90 runs (includes alarms & training)	\$3,510.00
TOTAL	<u>\$4,758.00</u>

**Acct# 709 Medical Expense** **\$7,200.00 (+500.00)**

2007 Actual	\$4,464.75
2008 Actual	\$5,611.00
2009 Budget	\$6,700.00

Physical 42 FF @ \$165	\$6,930.00
Hept B injections 3 shots @ \$55	\$165.00
Safety Lenses 1 @ \$50	\$50.00
TOTAL	<u>\$7,145.00</u>

**Acct# 727 Office Supplies** **\$2,700.00 (-200.00)**

2007 Actual	\$2,856.22
2008 Actual	\$2,529.44
2009 Budget	\$2,900.00

Supplies (forms, envelopes, pens, etc...)	\$900.00
Postage (stamps, special mailings)	\$500.00
Shipping	\$1,300.00
TOTAL	<u>\$2,700.00</u>

2010 PROPOSED BUDGET

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

2007 Actual	\$687.59	
2008 Actual	\$534.92	
2009 Budget	\$900.00	
Paper Products		\$350.00
Cleaning Products		\$250.00
Light Bulbs		\$100.00
Keys		\$20.00
Repairs/Updates		\$180.00
	TOTAL	<u>\$900.00</u>

**Acct# 741 Equipment Supplies** **\$8,650.00 (No Change)**

2007 Actual	\$8,738.62	
2008 Actual	\$7,121.88	
2009 Budget	\$8,650.00	
Fuel		\$4,500.00
Filters		\$500.00
Oil		\$350.00
Small Tools		\$600.00
Misc. Supplies		\$2,700.00
	TOTAL	<u>\$8,650.00</u>

**Acct# 801 Contract Services** **\$6,300.00 (-1400.00)**

2007 Actual	\$7,032.70	
2008 Actual	\$7,272.42	
2009 Budget	\$7,700.00	
Emergency Excavating/Towing		\$500.00
Auditing Service		\$2,600.00
Maintenance Agreement-Copier		\$500.00
Office Cleaning (Sta 1)		\$600.00
Legal Service		\$2,000.00
Personnel Photos		\$100.00
	TOTAL	<u>\$6,300.00</u>

**Acct# 850 Communications** **\$3,350.00 (-850.00)**

2007 Actual	\$3,601.78	
2008 Actual	\$3,754.35	
2009 Budget	\$4,200.00	
Web Site Domain Name (next due 12/31/10)		\$378.00
Cell Phone		\$120.00
Phones/Internet Access		\$2,810.00
	TOTAL	<u>\$3,308.00</u>

2010 PROPOSED BUDGET

<b>Acct# 910 Insurance</b>		<b>\$28,500.00 (-1,400.00)</b>
2007 Actual	\$26,914.00	
2008 Actual	\$25,826.50	
2009 Budget	\$29,900.00	
Michigan Par Plan		\$18,000.00
Worker's Compensation		\$8,000.00
Volunteer Firefighter Insurance		\$2,500.00
TOTAL		<u>\$28,500.00</u>

<b>Acct# 920 Utilities</b>		<b>\$17,000.00 (No Change)</b>
2007 Actual	\$14,645.22	
2008 Actual	\$1,574.21	
2009 Budget	\$17,000.00	
Water/Sewer		\$1,000.00
Gas/Electric		\$16,000.00
TOTAL		<u>\$17,000.00</u>

<b>Acct# 960 Education &amp; Training</b>		<b>\$5,300.00 (-1,760.00)</b>
2007 Actual	\$6,459.23	
2008 Actual	\$13,146.05	
2009 Budget	\$7,060.00	
<b>FIREFIGHTER TRAINING</b>		
Misc. FF Classes		\$2,100.00
<b>ADVANCED TRAINING</b>		
Officer Classes \$350 ea x 1		\$350.00
<b>CERTIFICATIONS</b>		
CPR		\$62.00
<b>MEMBERSHIPS</b>		
Michigan Fire Chiefs		\$85.00
Genesee Co. Fire Chiefs \$50 ea x 2 + \$125 dept		\$225.00
Shiawassee Co. Firefighters		\$75.00
Mi State Fireman's Assoc \$30 ea x 42 + \$75 dept		\$1,335.00
Mi Fire Service Instruct. Assoc		\$60.00
Internatl Assoc Of Arson Invest. \$30/3 yrs due 2011		\$0.00
Fire Dept Safety Officers Assoc		\$85.00
<b>JOURNALS</b>		
Fire Engineering (3)		\$90.00
NFPA Fire Code Subscription Annual Updates		\$795.00
Smart Computing		\$29.00
<b>FIRE PREVENTION</b>		
Misc. Materials/handouts/DVDs to replace worn out VHS tapes		\$0.00
TOTAL		<u>\$5,291.00</u> <small>rec'd '08 FEMA grant</small>

<b>Acct# 970 Office Equipment</b>		<b>\$240.00 (No Change)</b>
2007 Actual	(\$14.26)	
2008 Actual	\$84.99	
2009 Budget	\$240.00	
Potential Replacement of Damaged Items		\$240.00
TOTAL		<u>\$240.00</u>

2010 PROPOSED BUDGET

<b>Acct# 976 Fire Equipment</b>		<b>\$23,000.00 (-500.00)</b>
2007 Actual	\$17,408.16	
2008 Actual	\$142,138.34	
2009 Budget	\$23,500.00	
Securitex Turn Out Gear (10)		\$15,000.00
Misc. Personal Safety Equipment		\$3,000.00
Dress Uniforms		\$3,000.00
Minitor V Pagers		
10 yr Anniversary Helmet		
Replacement Helmets (10)		\$1,950.00
TOTAL		<u>\$22,950.00</u>
<b>Acct# 978 Fire Equipment-Maint/Repair</b>		<b>\$18,000.00 (-700.00)</b>
2007 Actual	\$20,897.65	
2008 Actual	\$9,746.50	
2009 Budget	\$18,700.00	
Truck Repair		\$5,000.00
Jaws Pump Maint		\$1,600.00
Air Compressor M/A		\$1,000.00
Turn-Out Gear Repair/Cleaning		\$3,000.00
Ladder Certification		\$600.00
Annual Pump Test/Maint		\$2,000.00
Pager/Radio Repair		\$1,700.00
SCBA Repair		\$700.00
First Aid Kit (restock)		\$400.00
Fire Extinguishers Maint		\$200.00
Misc. Equipment Repair		\$1,000.00
Posi Check Maint		\$600.00
SCBA Air Bottle Testing		\$150.00
TOTAL		<u>\$17,950.00</u>
<b>Acct# 979 Fire Equipment-Upgrades</b>		<b>(-1,750.00)</b>
2007 Actual	\$946.56	
2008 Actual	\$79.95	
2009 Budget	\$1,750.00	
TOTAL		<u>\$0.00</u>
<b>Acct# 981 Apparatus Purchase</b>		<b>\$0.00</b>
<b>Acct# 982 Loose Equipment-New Apparatus</b>		<b>\$0.00</b>

2010 PROPOSED BUDGET

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

---

	2007 Actual	\$859.90	
	2008 Actual	\$860.26	
	2009 Budget	\$900.00	
Computer/Monitor upgrades			\$600.00
Potential Repairs			\$300.00
	TOTAL		<u>\$900.00</u>

**Acct# 988 Computer Software/Upgrades** **\$750.00 (No Change)**

---

	2007 Actual	\$574.76	
	2008 Actual	\$645.29	
	2009 Budget	\$750.00	
Fire Tools Upgrade			\$300.00
Peachtree Upgrade			\$0.00
Peachtree Tax Service (must have to run payroll)			\$275.00
Miscellaneous Software Needs			\$175.00
	TOTAL		<u>\$750.00</u>

# Swartz Creek Area Fire Department 2010 Budget Explanation List:

~August 17, 2009~

## 976 Fire Equipment:

#	Cost	Description
10	15,000	Sets of Securitex turn out gear (This is a continuation of replacement & provisions for new personnel if sizes in our current back up inventory do not fit. In addition, NFPA 1851 recommends removal from service fire gear that is 10 years old. This topic has been explained at previous Fireboard meetings)
1	3,000	Continue amount (started in 2002) that will cover replacement or purchase (due to size needs) of boots, helmets, gloves, hoods, facemasks & etc. as needed throughout the year.
	3,000	Dress uniform needs. Each firefighter that comes off probation should receive a dress uniform, to properly represent the SCAFD. With the increase in personnel and the age of some currently issued uniforms, an increase from last year is warranted.
<del>5</del>	<del>2,250</del>	<del>Minitor V dispatch pagers (An analysis of the current inventory leads us to start replacing all the Minitor III models due to increase repair and parts availability issues.)</del>
<del>4</del>	<del>200</del>	<del>Anniversary helmets (Those that reach their 10<sup>th</sup> Anniversary are presented with a traditional helmet) No anniversary helmets are required for 2010.</del>
10	1,950	Replacement of 10 standard issue helmets (Helmets are starting to show signs of wear and are also included in the NFPA 1851 recommendations for replacement. However, helmets have a better visual inspection capability. A Hundred Club Grant will be written to possibly cover this expenditure.

**Total Fire Equipment = \$23,000.00**

## 978 Fire Equip.-Maintenance/Repair

	5,000	Unclassified truck repair labor
1	1,600	Jaws Pump Annual Maintenance program (Amkus recommends that the units have the oil changed & tools be inspected/repared annually for optimum usability. Due to liability, it is recommended that a qualified factory company inspect & maintain our rescue tools.)
1	1,000	Breathing Air Compressor Maintenance (an ongoing MiOSHA requirement to insure the air that the SCBA bottles are filled with is not contaminated)
1	3,000	Turn out gear repair and cleaning (When cost effective, gear that has been damaged beyond local means to repair or clean, can be returned to usable condition. Each garment is analyzed to determine the cost effectiveness of repair, of which this cost would be taken from this fund.)
1	600	Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)
1	2,000	Annual Engine Pump testing (An annual cost associated with NFPA requirements). Beginning in 2008, pump maintenance was reduced to once a year, based on the number of incidents for the SCAFD per year. Unless alarms should increase, this will be the standard for future. Included with the annual maintenance, each applicable pump will be re-

	certified.
1,700	Pager/radio repair (To try and hold down repair costs, new pagers are once again being proposed, as electronic equipment only lasts so long. With increase age, comes an increase in repeat repairs. In addition, the more people on the roster, the greater the amount of repairs that may be needed.)
700	SCBA repair (Parts associated with the frame, bottles & face masks. As our SCBA age, they will cost more.)
400	First Aid Kit (Restock of used items & replacement of expired.)
200	Department fire extinguisher maintenance (yearly inspections are required)
1,000	Misc. Equipment Repairs (hand tools, power equipment & etc)
600	Fit Test Maintenance (parts and machine certification associated with MiOSHA requirements)
150	Hydrostatic SCBA bottle testing (Hydro tested ever 3 years for SCBA bottles is a mandatory MiOSHA requirement, in previous years not listed separately. Not all bottles are tested each year. The year of testing is determined by the date they were purchased new.)

**Total Maintenance/Repair = \$18,000.00**

**979 Fire Equipment - Upgrades**

#	Cost	Description
0		No upgrades are budgeted for. If a situation arises that needs immediate attention, a request will be presented to the Fireboard.

**Total Upgrades = 00**

**984 Computer Hardware (Repairs/Upgrades):**

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

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

**988 Computer Software (New/Upgrades):**

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

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

**983 Additional Funding (outside normal operating budget)**

00	None anticipated.
----	-------------------

**Swartz Creek Area Fire Department  
2010 Fire Apparatus Replacement / Addition Schedule  
August 17, 2009**

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

(1) Cost estimate courtesy of Rehmann Robson 2008  
e:\Cole\Fireboard\Budget\Apparatus Replacement Schedule 2010.xls

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

---

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, to be effective as of April 1, 2009, by and between the City of Swartz Creek, a Michigan municipal corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”) and the Charter Township of Clayton, a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 (“Township”).

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

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

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

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

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

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

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

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

**1. Establishment of Authority.**

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

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

**2. Name.**

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

**3. Governance of Authority.**

- A. The Authority shall be governed by a board consisting of seven (7) members ("Board") who shall be appointed as follows:
  - 1) Three (3) members shall be appointed by the City, one of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City office.
  - 2) Three (3) members shall be appointed by the Township, one of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township office.
  - 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the first such appointment. Such member shall be appointed as and be designated as the "at-large" member. The at-large member shall be appointed for a term of one year commencing on April 1 of each year and at the completion of said term the appropriate appointing authority shall designate its appointee as the at-large member.
  - 4) Except as provided in subparagraph (5), below, no active Swartz Creek Area Fire Authority firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
  - 5) The Fire Chief shall be an ex-officio member of the Board, but shall have no right to vote on matters coming before the Board.
  - 6) Each of the appointees, including the at-large member, shall hold office until their replacement is appointed as provided herein.
  - 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.
- B. The Authority shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this agreement, such power as may be required for the faithful performance of its duties.
- C. The Authority shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the township board and the city council and who shall serve at the pleasure of the

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

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

#### **4. Bylaws.**

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

#### **5. Fire Halls.**

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

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

**6. Township Mini Pumper.**

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

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

**7. City Mini Pumper.**

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

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

**8. Authority Assets.**

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

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

**9. Additional Assets.**

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

**10. Insurance.**

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

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

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

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

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

**13. Fiscal Year; Budget.**

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

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

#### **14. Capital Improvement Fund.**

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

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

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

**16. Effective Date; Term; Expiration of Term.**

The effective date of this agreement is \_\_\_\_\_ 2009. The term of this Agreement shall be a period of two years from and after said date; i.e., through March 31, 2011. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 16, below, are completed.

**17. Termination.**

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

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

**18. Negotiated Assignment.**

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

**19. Notices.**

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

**If to the City:**

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

**If to the Township:**

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

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

**20. Severability.**

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

**21. Entire agreement.**

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

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

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

**TOWNSHIP OF CLAYTON**

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
**Bruce Beatty**, Supervisor

Dated: \_\_\_\_\_, 2009

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

**CITY OF SWARTZ CREEK**

Dated: \_\_\_\_\_, 2009

By: \_\_\_\_\_  
**Richard Abrams**, Mayor

Dated: \_\_\_\_\_, 2009

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

**AGREEMENT**

**Between**

**The**

**CITY OF SWARTZ CREEK**

**And**

**SWARTZ CREEK CITY EMPLOYEES UNION**

**AFSCME 1918-23**

**July 1, 2009 – June 30, 2012**

## **AGREEMENT - AFSCME LOCAL 1918-23**

**JULY 1, 2009 - JUNE 30, 2012**

### **SECTION NO. 1 - AGREEMENT**

This agreement is made this 14<sup>th</sup> day of September, 2009, between the City of Swartz Creek, a Municipal Corporation, hereinafter mostly referred to as the "Employer" or the "City" and the Swartz Creek Employees Union, Chapter 23 of Local Union No. 1918 affiliated with Michigan AFSCME Council No. 25 and chartered by the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union", "Unit" or "Bargaining Unit".

**HEADINGS:** The headings used in this agreement neither add to, nor subtract from the meaning, but are for reference only.

**PURPOSE AND INTENT:** The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Union so as to enhance the Employer's ability to totally serve the community.

### **SECTION NO. 2 - MANAGEMENT RIGHTS**

The City of Swartz Creek, on behalf of the electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and, without limiting the generality of the foregoing, the right:

1. To the exclusive management and control of the governmental system, its property, facilities, operations and affairs.
2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and to assign duties to, and to direct, all employees.
3. To make and change rules and regulations not inconsistent with the terms and provision of this agreement.
4. To determine services, supplies and equipment; to determine all methods and means of distributing, disseminating or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
5. To subcontract the performance of services, but not to erode the work force.
6. To determine the number and location or relocation of its facilities.

7. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.
8. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

### **SECTION NO. 3 - RECOGNITION**

- A) Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining units described as follows:
  - 1) Department of Public Services: Public Service Employee I, Public Service Crew Leader, and Public Service General Part-Time. Specific job descriptions shall be kept on file with the City at all times, and available to members of the unit.
  - 2) Administrative Assistants: Administrative Assistant I, Administrative Assistant II, and Administrative Assistant General Part-Time. Specific job descriptions shall be kept on file with the City at all times, and available to members of the unit.
- B) The following employees will not be in the bargaining unit: City Manager, Assistant to the City Manager, City Clerk, City Assessor, City Treasurer, Finance Officer, Code Enforcement Officer, Building Inspector, Director of Public Services, all Police Officers and Fire Fighters.
- C) The Employer will not promote or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

### **SECTION NO. 4 - UNION SECURITY - REQUIREMENTS OF UNION MEMBERSHIP**

- A) Employees covered by this agreement at the time it becomes effective, and who are members of the Union, at that time, shall be required as a condition of continued employment to continue membership in the Union for the duration of this agreement.
- B) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement, shall be required as a condition of continued employment to become members of the Union for the duration of

this agreement, on the first pay period of the month after an employee has been employed for a period of thirty (30) days.

- C) Nonpayment of special dues levied by the Union, other than monthly dues, service fees and initiation fees, shall not be construed as affecting the good standing of the employee insofar as disciplinary action on the part of the Employer at the request of the Union is concerned.
- D) On and after the thirty-first (31st) day following the beginning of employment, any present or future employee who is not a Union member and who has not made application for membership shall, as a condition of employment, pay to the Union each month a service fee equivalent to the amount of dues uniformly required of members of the Union.
- E) Employees shall be deemed to be in compliance with the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- F) The Employer shall be notified in writing, by the Union, of any member who is sixty (60) days in arrears in the payment of membership dues or service fees.

**SECTION NO. 5 - UNION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF**

- A) Authorization for Check-Off.

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form, provided by the Union. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (G) of this section

- B) When Deductions Begin

Check-Off deductions under all properly executed Authorization form Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay following thirty (30) days employment and the first pay period of each month thereafter.

- C) Remittance of Dues to Financial Officer

Check-Off deduction for any calendar month shall be remitted to the designated financial officer of the Local with a list of whom dues have been deducted from as soon as possible after the first day of the following month.

- D) Termination of Check-Off Deductions

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E) Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Union, and if not resolved by said representatives said dispute will be submitted at STEP TWO of the grievance procedure.

F) Limit of Employer's Liability

The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Union shall protect and hold harmless the Employer from any and all claims, demands, suit, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

G) Authorization of Check-Off of Dues Form

The Check-Off of Dues Form shall be in that form as shall be approved from time to time by both the Employer and Union, and said form shall be available through the payroll clerk.

H) P.E.O.P.L.E. Check-Off.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**SECTION NO. 6 - STEWARDS AND ALTERNATE STEWARDS**

Employees in the group classifications listed below shall be represented by a Chief Steward or a Steward for Group I or a steward for Group II. During overtime periods an alternate steward may be appointed by the Chairperson of the Chapter.

1. Group I - Department of Public Services
2. Group II – Administrative Assistants

The Group I Steward, or the Group II Steward, or the Chief Steward may investigate grievances; however, it is agreed that only one steward shall investigate a grievance. If it

becomes necessary for a Steward to investigate grievances during the Steward's normal shift, the Steward shall be paid at his or her regular rate for that time as though working, provided however, such time spent must be kept within reasonable limits.

## **SECTION NO. 7 - SPECIAL CONFERENCES**

- A) Special conferences for important matters may be arranged between the Employer or its designated representative and the Union upon the request of either party. Such conferences shall be between not more than two (2) representatives of the Chapter, a representative of Council No. 25 or the International Union, and two representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. Members of the Union shall not lose time or pay for time spent in such special conferences.
- B) The Union representatives may meet at a place designated on the Employer's property for a time not to exceed one-half hour preceding the conference.
- C) All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of fifteen (15) days.

## **SECTION NO. 8 - GRIEVANCE PROCEDURE**

### Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning the interpretation and application of the provisions of this agreement.

### A) Informal Grievance Procedure – INFORMAL STEP

An aggrieved employee should promptly notify his or her department head or his or her designee that he or she has a grievance. The Employee may at his or her option discuss the matter directly with the supervisor or request the presence of his or her Steward for the purpose of attempting to adjust the grievance.

### B) Formal Grievance Procedure - STEP ONE

1. If the aggrieved employee does not receive a satisfactory oral answer, or if he or she does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to the department head or the department head's designee.
2. A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance,

whichever is later, in order for the matter to be considered derivable under this agreement.

3. The grievance shall be submitted on forms provided by the Union, dated, and signed by the aggrieved employee(s) and shall set forth the facts, dates, and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the department head or designee shall sign and date a copy that shall be returned to the grievant and the Chief Steward or his designee. A meeting shall be held if requested by either party.
4. The department head or his or her designee shall provide a written answer to the grievant, and/or the Chief Steward or his or her designee within ten (10) working days. If the written answer of the department head or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of the grievance procedure within five (5) working days after receipt of such written answer.  
Any grievance not appealed within five (5) working days after receipt of such written answer shall be considered as forfeited by the grievant and Union.

C) Formal Grievance Procedure - STEP TWO

1. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing the grievance to the City Manager within five (5) working days after the date of the Step One answer (See Paragraph No. 4 of Section B, above).
2. Within five (5) working days of receipt of the grievance, the City Manager shall set a date for a meeting with the grievant and the Union in an attempt to resolve the grievance, which shall be held within ten (10) working days following the expiration of said five (5) day period. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or his or her designee and/or a Council No. 25 representative or a national representative. Representatives of the Employer and the Union shall not exceed five (5) in number collectively (including the grievant).
3. Within seven (7) working days following the conclusion of such meeting(s), the City Manager or his or her designee shall provide the grievant and the Chief Steward or his or her designee with a written disposition of the grievance.

D) Formal Grievance Procedure - STEP THREE

In the event of an unsatisfactory decision, the Chief Steward may submit the grievance to arbitration within ten (10) working days of the expiration of the decision time limit placed on Step Two. Written notice to the Employer shall constitute a request for arbitration.

1. Upon written notice of intention to arbitrate such written grievance, to be given by the Union to the Employer within ten (10) days after disposition of Step 2, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.
  - a) The parties have agreed upon the following panel of arbitrators to hear all grievances appealed to arbitration during the term of this Agreement:
 

Mark Glazer	Michael P. Long	Elaine Frost
Paul Glendon	Linda Ashford	

The initial rotation order of the panel will be determined by lot. Thereafter, arbitrators will be selected according to that rotation order.
  - b) The written grievance shall then be arbitrated by the arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association as amended and effective July 1, 2005.
  - c) The decision of the arbitrator shall be final and binding on all parties, and all parties agree to abide by the same.
  - d) The arbitrator's fee and expenses and the Association's charges shall be borne equally by the Employer and the Union.
2. The arbitrator shall have no authority to add to, or subtract from, alter, change or modify any of the provisions of this agreement.
3. The arbitrator shall not substitute his or her judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than that which would have resulted had there been no violation.
4. In no event shall the Employer be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving his or her pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred; provided that the employee files his or her grievance within fifteen (15) working days after he or she becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period,

E) Restitution/Reinstatement

1. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's

former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period, as indicated in Step Three, Sub-Section No. 4. A decision may be rendered to reinstate the employee without back compensation or benefits.

2. Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar any further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.
3. Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

### **SECTION NO. 9 - DISCHARGE AND DISCIPLINE**

- A) Progressive discipline. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infraction without instituting progressive discipline; provided, however, that nothing contained herein shall be deemed to deprive the employee of the grievance procedure.
- B) Notice of discharge or discipline. The Employer agrees to promptly, upon the discharge or discipline of any employee, notify in writing, the Steward of the group in which the discharge or discipline occurs.
- C) Discussion with steward. The discharged or disciplined employee will be allowed to discuss his or her discharge or discipline with the Steward of the group and the Employer will make available an area where he or she may do so before he or she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.
- D) Appeal of discharge or discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the Formal Grievance Procedure set forth in Section 8 (B) through (D).
- E) Use of past record. When imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously or impose discipline on any employee for mistakes or erroneous information on the employee's employment application, except for any intentional misinformation regarding his or her physical or mental health. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

## **SECTION NO. 10 - SENIORITY - PROBATIONARY EMPLOYEES**

- A) Probationary employees. A probationary employee is one who is employed during his or her probationary period as provided in this section. A seniority employee is one who has successfully served his or her probationary period and is no longer a probationary employee.
- B) Union representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other working conditions, except that in the event of discharge, discipline, transfer, demotion or layoff of a probationary employee, a probationary employee has no recourse to the grievance and/or arbitration procedure.
- C) Probationary period. The probationary period shall be twelve-(12) months continuous service from date of hire. The period of probation is expressly understood to be a part of the entrance requirements and that the appointee remains a probationary employee until completing the period of probation. Upon satisfactory completion of the twelve-(12) month probationary period, seniority shall commence with the first date of full time employment.
- D) Vacation and absent leave benefits. During the probationary period each employee shall be credited with vacation and absent leave accrual as provided for in this agreement, but in no instance shall such benefits have any value whatsoever unless and until the employee completes his or her probationary period; provided, however, holidays will be paid and, after the first 90 days of probation, a probationary employee may be allowed to use absent days, as pro-rated in accordance with the terms of this agreement and upon approval of a supervisor. If the employee completes his or her probationary period, such benefits shall be credited to the employee as if earned from the first day of hire. An employee failing to complete the probationary period for any reason whatsoever including, but not limited to, resignation, death, discharge, or layoff, shall not be entitled, nor be considered to have earned, the value of any of the benefits he or she would have accrued had he or she satisfactorily completed his or her probationary period.
- E) Orientation – New Employees. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his or her rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Union’s jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the work site agreeable to the Employer for a reasonable period.

## **SECTION NO. 11 – SENIORITY – SENIORITY EMPLOYEES**

The seniority status of a seniority employee shall be subject to the following:

- A) Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.
- B) The seniority list on the date of this agreement will show: the names, job titles, rates of pay, and date of hire for all employees of the union entitled to seniority.

- C) The Employer will keep the seniority list up-to-date at all times and will provide the Union with an up-to-date copy upon request.
- D) Seniority shall be determined among the employees of each unit, namely Group I and Group II.
- E) Upon satisfactory completion of the probationary period, seniority will commence with the first date of employment.

**SECTION NO. 12 - LOSS OF SENIORITY**

- A) A seniority employee shall lose his or her status as a seniority employee under the following conditions:
  - 1) He or she quits and/or resigns.
  - 2) He or she is discharged and the discharge is not subsequently reversed.
  - 3) He or she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his or her last known address that he or she has lost seniority and employment has been terminated.
  - 4) If he or she does not return to work when recalled from layoff as set forth in the recall procedure.
  - 5) If an employee is unable to return to his or her full job assignment after being on short term disability, long term disability or workers comp and, after the exhaustion of such benefit or twenty-four continuous months, whichever shall come first
  - 6) If the employee is laid off for a period of his or her seniority or a three (3) year period, whichever is shorter.
- B) Returns from sick leave and leaves of absences will be treated the same as Sub-Section (A-3) above.
- C) If an employee is dissatisfied with the decision made under Sub-Sections (A-2) or (A-3), above, he or she may seek redress through the grievance procedure.

**SECTION NO. 13 - LAY-OFF; DEFINITION; PROCEDURE**

- A) The word "layoff" means a reduction of the work force due to either lack of funds or lack of work.
- B) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary then part-time employees will be laid off first within each classification. Seniority employees will be laid off according to their inverse seniority as defined in Section No. 11 of this agreement.

Employees in higher rated classifications may bump into lower rated classifications provided they have the seniority and the ability to perform the work. Employees may not bump from one group to another.

- C) Employees to be laid off for an indefinite period of time shall be given at least ten (10) calendar days notice of layoff. The Chapter Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D) Notwithstanding their position on the seniority list, the Chapter Chairperson, Chief Steward and Group Steward of the Chapter, shall in the event of a layoff, be the last to be laid off, provided there is an open position to be filled within their group. In the event of a layoff in which one or more of the persons holding the above Chapter positions are involved, layoffs shall occur in order of inverse seniority as provided above.

#### **SECTION NO. 14 - RECALL PROCEDURE**

- A) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section No. 11 of this agreement. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. If an employee fails to notify the Employer within seven (7) days after date of recall he or she shall be deemed to have quit their employment with the Employer. An employee that has given notice of intent to return to work after recall, as stipulated within this section, may request additional time for the purpose of giving notice to another employer. Such additional time may be granted at the sole discretion of the City Manager, but in no event shall such time exceed fourteen (14) working days after the date of the recall.
- B) Recall rights are subject to the provision of Section 12(A)(6).

#### **SECTION NO. 15 - TRANSFERS**

- A) If an employee is transferred to a position with the Employer not included in the bargaining unit and thereafter, within sixty (60) working days, is transferred again to a position within the bargaining unit, he or she shall accumulate seniority while working in the position at which he or she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- B) In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer on the basis of ability to perform as well as seniority. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly created position.

#### **SECTION NO. 16 - PROMOTIONS**

- A) Promotions within the bargaining unit shall be made on the basis of seniority and ability to perform the tasks within the classification. Job vacancies will be posted for a period

of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His or her ability to perform the job.
  2. His or her desire to remain on the job.
- B) If the senior applicant is denied the promotion, the reason for denial shall be given in writing to such employee and the Union. If the employee disagrees with the reason for denial, it shall be a proper subject for the grievance procedure.
- C) During the four (4) week trial period, the employee shall have the opportunity to revert back to his or her former classification.
- D) During the trial period, employees will receive the pay rate for the job they are performing.

#### **SECTION NO. 17 - REEMPLOYMENT**

Once having left the Employer's employment an employee's right to reemployment shall be governed by applicable State or Federal law and/or as is otherwise provided for within the terms of this Agreement.

#### **SECTION NO. 18 - ABSENCE LEAVE FOR VETERANS**

When an employee is on full time active duty in the Reserve or National Guard, said employee will be paid the difference between his or her reserve pay and their regular pay with the Employer up to a maximum of two (2) weeks per year. The employee shall provide proof of his or her service and their service pay.

#### **SECTION NO. 19 – OTHER LEAVES OF ABSENCE**

- A) Leave of absence for public or union office. One seniority employee elected to public or union office shall be granted a leave of absence without pay for the period of his or her first term of active service in such elected office. Seniority will accumulate during the period of such leave. Members of the Union elected or appointed by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive a temporary leave of absence for a period not to exceed two (2) years or the term of the elected office. Such employee upon return shall be reemployed at similar work with accumulated seniority. Members of the Union elected to attend a function of the International Union such as conventions or educational conference shall be allowed time off without pay to attend such conferences and/or conventions; provided, however, such leaves shall only be granted to one employee from each of the units.

- B) Prolonged illness in immediate family. Leave shall be provided for in accordance with the Federal Family and Medical Leave Act of 1993.
- C) Personal leave. Upon receipt of a written request stating bona fide reasons for a personal leave of absence, such leave may be granted to a seniority employee for a period not to exceed thirty (30) days. Such leave will be without pay and seniority will accumulate during this thirty (30) day period. Any such leaves that are requested, and subsequently granted, for more than 30 days, or more than once per fiscal year per employee shall be without pay, benefits or the accumulation of seniority.
- D) Educational leave. Employees who have acquired two (2) or more years of seniority, and who desire to further their education in line with their employment, shall be granted a leave of absence, without pay, not to exceed two (2) years. Seniority will accumulate during such leave. The entire period covered by such leave must be used in attending school.

## **SECTION NO. 20 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE**

- A) Short and long term disability. A sick, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence upon hospitalization, accident or on the eighth consecutive day of sickness, whichever occurs first. Any other lost time not covered within the first eight days of STD or LTD shall be taken by the employee as paid time off (vacation, absent or sick leave), or dock time. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars in any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

Sick and accident insurance benefits shall be effective the first day of the month, after 90 full days of service, following the date of hire.

- B) Absent Leave. Seniority employees will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight hours leave per calendar month worked; provided, however, that seniority employees shall be credited with ninety-six (96) hours of absent leave on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used. Absent leave will be prorated on all new hires following

completion of probation and/or termination, at the rate of eight hours per calendar month of service.

- C) Advance approval. All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees who are absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the Employer may require medical documentation that the employee is capable of performing his or her job description.
- D) Unused absent leave. If, at the end of a calendar year, an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made by the employer on the 2<sup>nd</sup> pay day in January of the next calendar year. Such payment shall be based on said employees hourly wage in effect on the first day of the calendar year during which the unused absent leave is to be paid. No unused absent leave may be carried over for use in a subsequent calendar year.
- E) Probationary employees. Absent leave provisions for probationary employees are subject to Section 10, Paragraph C and D of this Agreement.

#### **SECTION NO. 21 - FUNERAL LEAVE**

- A) Funeral leave hours pursuant to this Section are for the express purpose of arrangements and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.
- B) An employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of the funeral, as funeral leave, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.
- C) Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.
- D) Upon request, the City Manager, or his or her designee, may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected official.
- E) If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized; provided, however, such travel days are deducted from the employee's

absent or vacation leave. If the employee does not have either absent or vacation leave, travel days may be authorized without pay.

- F) In the event of a funeral for persons not mentioned above, the employee may be authorized to use absent or vacation leave for the purpose of attending the funeral.

## **SECTION NO. 22 - WORKING HOURS**

- A) The regular full work day for the Department of Public Services shall consist of eight (8) hours a day, plus one-half (1/2) hour off for lunch. Said lunch period shall be without pay.
- B) The regular full work day for Administrative Assistant Office Personnel shall consist of eight (8) hours per day with one hour off for lunch. The lunch period shall be without pay.
- C) Employees may take one "coffee break" not to exceed fifteen (15) minutes in length in the morning and one of the same length in the afternoon, or one in the first half and one in the second half of their regular shift, whichever may apply.
- D) If an employee reports for work to his or her regularly assigned shift and is thereafter sent home for reasons other than the imposition of discipline, or the imposition of a suspension pending an investigation, he or she shall be paid for the balance of his or her shift.

## **SECTION NO. 23 – SHIFT - ASSIGNMENTS**

- A) Not including the lunch period, a regular shift in the Department of Public Services shall not exceed eight (8) consecutive hours per day.
- B) Not including the lunch period, a regular shift in the General Office shall not exceed eight (8) consecutive hours per day.
- C) A regular Department of Public Services scheduled work week shall not exceed forty (40) consecutive hours.
- D) A regular General Office scheduled work week shall not exceed forty (40) consecutive hours.
- E) Supervision and/or non-unit members shall not perform bargaining unit work; provided, however, that in the event of emergencies, training sessions or other unforeseen events, supervision or other non-unit members may perform bargaining unit work on a temporary basis only.

## **SECTION NO. 24 - SHIFT HOURS**

- A) The first shift is any shift that regularly starts on or after 6:00 A.M., but before 8:00 A.M.
- B) The second shift is any shift that regularly starts on or after 2:00 P.M., but before 5:00 P.M.

- C) The third shift is any shift that regularly starts on or after 10:00 P.M., but before 1:00 A.M.

**SECTION NO. 25 - SHIFT PREMIUM**

Employees who work on the second shift shall receive in addition to their regular pay for the pay period twenty-five cents (.25) per hour as additional compensation. Employees who work on the third shift shall receive in addition to their regular pay for the pay period thirty-five cents (.35) per hour as additional compensation.

**SECTION NO. 26 - OVERTIME PROVISION**

- A) For full-time employees, time and one-half (1 1/2) will be paid as follows:
  - 1. Exclusive of lunches or other non-paid time, any hours worked other than the regularly scheduled eight (8) hour daily shift.
  - 2. An employee required to report for unscheduled overtime duty shall, upon reporting for such duty, be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2), unless provided for by Sub-Section "B".
- B) For full-time employees, double time will be paid as follows:
  - 1. For all hours worked during designated Holidays and Sundays, except where the shift starts on a Saturday and continued to Sunday; provided, however, that time and one-half (1 1/2) will be paid for all hours worked on Sunday.
  - 2. In the event an employee is called to work while on vacation.

**SECTION NO. 27 - ON CALL DUTY**

- A) The Director of Public Services or his or her designee will schedule employees for on call duty when in the opinion of the Director, on call services are needed. When the Director determines such on call services are necessary, on call duty will be rotated among all full time seniority employees of the Department of Public Services in an equalized manner.
- B) Response Time - An on call employee will remain within fifteen (15) miles of the City limits.
- C) On Call Period - The on call period will commence at the end of the employee's regular shift and end at the start of his or her next regular shift.
- D) An employee who is on call shall receive an "on call premium" equal to two (2) hours straight time pay per on call period whether called in to work or not. Such "on call premium" shall be paid in addition to any pay, including overtime pay, the employee receives for working during the on call period.

**SECTION NO. 28 - HOLIDAY PROVISIONS**

A) The paid holidays are designated as a full day:

- |                               |                                   |
|-------------------------------|-----------------------------------|
| New Year's Day                | Thanksgiving Day                  |
| Martin Luther King's Birthday | Friday following Thanksgiving Day |
| Presidents' Day               | December 24th                     |
| Good Friday                   | Christmas Day                     |
| Memorial Day                  | December 31st                     |
| Fourth of July                | Employee's Birthday               |
| Labor Day                     |                                   |

Employees will be paid their current rate based on a regular day for said holidays.

B) Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered as a holiday.

**SECTION NO. 29 - VACATIONS**

A) An employee will earn credit toward vacation with pay in accordance with the following schedule. Credits earned during any calendar year may be used after January first of the following calendar year.

<b>Completed Years of Service</b>	<b>Annual Maximum</b>
1-5	10 Days
6-10	15 Days
11-15	20 Days
16-20	22 Days
20+	25 Days

B) Employees who are entitled to four or more weeks of vacation may receive payment in lieu of vacation for up to 40 hours, at the discretion of the Employer, if the vacation request cannot be granted. These employees will be notified within ten (10) working days of their request for the fourth week of vacation whether it will be granted in the form of vacation or in the form of payment in lieu of vacation; provided, however, that requests for the fourth week of vacation shall be made prior to August of the year in which the employee desires said vacation.

C) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned. An employee will receive a written explanation for any denial of a vacation request.

D) When a holiday is observed by the Employer during a scheduled vacation, the requested vacation may be extended by one (1) day.

- E) Employees who are entitled to two (2), or three (3) weeks of vacation may receive payment in lieu of vacation for up to forty (40) hours by mutual agreement between the employee and the Employer. Said agreement shall be in writing signed by the employee and the City Manager.
- F) If an employee becomes ill and is under the care of a duly licensed physician prior to his or her vacation, his or her vacation will be rescheduled. If his or her incapacity continues through the year, he or she will be awarded payment in lieu of vacation.
- G) If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the City at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.
- H) If an employee terminates employment for reasons other than discharge, is laid off, resigns with proper notice (two weeks), or in the event of death of employee, he or she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay off for the current year will have such credit deducted from his or her vacation the following year.
- I) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.
- J) Employees may accumulate one (1) week of their annual earned vacation.
- K) Vacation requests within each unit shall be acted upon on a first come first considered basis. Said requests shall be acted upon within ten (10) working days of the request. If two requests for the same period are received the same day, seniority shall prevail in the granting of either request.

**SECTION NO. 30 - UNION BULLETIN BOARDS**

The Employer, upon request, will provide bulletin board space in each building that may be used by the Union for posting notices.

**SECTION NO. 31 - RATES AND CLASSIFICATIONS - NEW POSITIONS**

When a new position is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a rate and classification structure. If the Union does not agree that the description and rate are proper, the issue shall be negotiated.

**SECTION NO. 32 - JURY DUTY, COURT LEAVE**

- A) A full time employee who serves on jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay. Employees who are dismissed early from jury duty shall be required to report back to work.
- B) Any employee, who is subpoenaed to appear in Court, as a direct result of their employment, shall not lose pay, vacation or absent time for such appearance in Court.

### **SECTION NO. 33 - WORKER'S COMPENSATION - ON THE JOB INJURY POLICY**

- A) Each employee will be covered by the applicable Worker's Compensation Laws. Any employee who becomes injured because of the performance of his or her duties should report that injury immediately to his or her immediate supervisor. If necessary, the employee should report to a physician.
- B) If the employee suffers lost time because of the injury received at work, Workers' Compensation will be paid in accordance with the provisions of the Workers' Compensation Act of the State of Michigan.
- C) In addition, such employee will receive supplemental compensation equal to the difference between eighty percent (80%) of the employee's normal gross pay and the above Worker's Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.
- D) Any request for extension beyond twenty-six (26) weeks may be considered a subject for a special conference as provided for in Section 7.

### **SECTION NO. 34 – HEALTH CARE & MAINTENANCE BENEFITS**

- A) For the duration of this agreement, and within the terms as set forth in the policy and riders of the health care provider, or within the terms of this agreement, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's eligible family members, and for retirees under the provisions set forth within sub-section "G", the following health care and maintenance benefits (hereinafter referred to as the "Plan"):
  - 1. Blue Care Network (BCN-5) Package "E" with Dependent Children Rider, Family Child Continuation Rider (Plan & Benefits Summary Attached), and \$10 Office Co-Pay
  - 2. Blue Care Network (BCN) Rx Prescription Drug Coverage \$10/\$20 Co-Pay with Contraceptives Coverage (Plan Summary Attached).
  - 3. Delta Dental, dental plan, 100% Preventative Care, 50% Basic & Major Services (Excluding Orthodontics), With \$1,000 Maximum Annual Cap (Plan Summary Attached).
  - 4. Delta Vision 24/24/24 vision care plan (Plan Summary Attached).
- B) The Employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his or her immediate family so covered by the Plan, up to a maximum of Two-Hundred and Fifty (\$250) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Payments will be made once annually, receipts to be held by the employee and submitted no later than June 30<sup>th</sup> of the contract year in which they were incurred.

- C) If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.
- D) Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.
- E) Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:
1. That such sponsored dependent coverage is available.
  2. The days on which such sign up is permitted are those established by the provider or providers of such benefits.
  3. On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.
  4. After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
  5. The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
  6. If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.
- F) Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan,

he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

- G) Retiring Employees. The Employer will pay a total maximum of Four-Hundred Forty-Six (\$446) of the monthly cumulative premium for insurance coverage(s) as defined within this section, Section 37, subsection "A", 1 through 5, for members of the bargaining unit who retire within the term of this agreement in addition to the person who is such retiree's spouse at the time of said retiree's retirement, but only during such time as said person remains said retiree's spouse. Any and all differences in coverage selected, and any and all future increase in premiums after retirement must be paid by the retiree. Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has thirty (30) years credited service with the Employer and is in the City's MMERS or Defined Contribution retirement plan and has attained the age of fifty-five (55) years, or, has 30 years of credited service with the Employer and in the City's MMERS retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the earlier of: (1) the month said retiree attains the age of sixty-five (65) years; or (2) the death of such retiree. No coverage will be provided, however, for a spouse who is eligible for Medicare benefits.

If the retired employee becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the Employer. If, or when, the retired employee elects to terminate this employment, he or she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the Employer's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the Employer. The Employer retains the right to verify employment and the availability of medical insurance.

### **SECTION NO. 35 - LIFE INSURANCE COVERAGE**

- A) The Employer agrees to pay the full premium of term life insurance plan for each full time, eligible seniority employee, face value of \$20,000 and a double indemnity provision.
- B) The parties agree that the Employer shall not pay for or be held liable for any life insurance premiums or benefits for any person upon retirement. The retiree may, if permitted by the insurance provider, arrange to continue such life insurance coverage after retirement at such retiree's sole expense, and the retiree shall hold the Employer harmless from any and all claims that may arise from either failure of the provider to allow such continuation, or the cancellation of such benefit.
- C) The Employer agrees to pay, pursuant to Paragraph A and B above, life insurance premiums for each month the seniority employee is actively at work. If the employee is unable to work due to illness or injury covered by Workman's Compensation insurance or the sick and accident insurance program in Section 20, the Employer agrees to continue to pay such premium for (6) months.

- D) Life insurance benefits shall be effective the first (1<sup>st</sup>) day of the agreement.

**SECTION NO. 36 - EQUALIZATION OF OVERTIME HOURS**

- A) Each full time bargaining unit employee of the Department of Public Services shall be scheduled seven days of standby beginning at 8:00 A.M. Monday through 7:59 A.M. the following Monday. During the seven day period of time, such bargaining unit employee shall be the first employee called if overtime work is needed.
- B) Initial scheduling of bargaining unit employees in the standby rotation schedule shall be in accordance with seniority, starting with the highest seniority person. From and after the initial seven-day standby schedule, the schedule shall rotate among bargaining unit employees in the same order as the original schedule.
- C) The name of new employees shall be inserted into the standby rotation schedule, when qualified to perform the work, the first week following the lowest seniority employee who is on the standby list and has completed their seven-day standby period.
- D) When more than one bargaining unit employee is required for overtime work, the Employer shall call in the next employee on the standby rotation schedule.

**SECTION NO. 37 - RETIREMENT PROGRAMS**

- A) Full Time Seniority Employees of the bargaining unit hired prior to July 1, 1997 shall be entitled to the following defined benefit retirement plan:
  - 1) Defined Benefit Retirement Plan B-2 with F-55/30 rider, contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS); a copy of said MMERS contract will be kept on file in the City Clerk's Office.
  - 2) For the term of this agreement, employees who are participating in the defined benefit retirement program shall make contributions to the retirement plan at the rate of 2% of the bi-weekly gross wages, said contribution to be deducted by the Employer from the employees pay and forwarded by the employer to MMERS. The remaining contribution required to fund said retirement plan shall be made by the Employer.
- B) Full time seniority employees of the bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall participate in the following defined contribution plan:
  - 1) Defined Contribution Retirement Plan as contracted by the Employer with the International City Manager's Association (ICMA), a copy of said contract to be kept on file in the City Clerks Office.
  - 2) The Employer's contribution to said plan shall be equal to and no greater than 5% of the employee participant's gross bi-weekly wages.

- 3) The Employer's contribution to the defined contribution plan for full time seniority employees referred to in sub-paragraphs B-1 above, shall become vested on behalf of the employee participant in accordance with the following schedule:
- (a) Less than 1 year completed service: 0% vested
  - (b) After 1 year, but less than 2 years completed service: 20% vested
  - (c) After 2 years, but less than 3 years completed service: 40% vested
  - (d) After 3 years, but less than 4 years completed service: 60% vested
  - (e) After 4 years, but less than 5 years completed service: 80% vested
  - (f) After 5 years completed service: 100% vested
- 4) Employees enrolled in the Defined Contribution Plan may make voluntary contributions to said plan by payroll deduction in accordance with the terms set forth by the plan's policy.

**SECTION NO. 38 - RATES OF CLASSIFICATIONS**

- A) From July 1 of each of the following years, the hourly rate for the full time employee classifications listed below shall, for employees hired prior to January 1, 2006, be as follows:

		<u>Current</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
<b>Group I -</b>	Public Service I:	\$21.03	\$21.03	OPEN	OPEN
	Public Ser Crew Leader:	\$21.56	\$21.56	OPEN	OPEN
<b>Group II -</b>	Admin Assistant I:	\$17.64	\$17.64	OPEN	OPEN
	Admin Assistant II:	\$15.92	\$15.92	OPEN	OPEN

- B) From July 1 of each of the following years, the hourly rate for the full time employee classifications listed below shall, for employees hired on or after July 1, 2006, be as follows:

		<u>Current</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
<b>Group I -</b>	Public Service I:	\$16.98	\$16.98	OPEN	OPEN
<b>Group II -</b>	Admin Assistant I:	\$15.39	\$15.39	OPEN	OPEN
	Admin Assistant II:	\$13.27	\$13.27	OPEN	OPEN

- C) From July 1 of each of the following years, the hourly rate for all part time employee classifications listed below shall be as follows:

	<u>Current</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
<b>Group I &amp; II – All Part Time</b>	\$12.73	\$11.00	OPEN	OPEN

- D) The Employer is obligated to properly maintain the public water distribution system in accordance with the State of Michigan Public Health Department. As an incentive to Group I employees to ensure that the City remains current in its certifications for the water distribution system, merit incentives are offered to such employees. Group I employees may receive a yearly stipend of \$2,000 payable upon successful proof of completion of the State of Michigan Water S-2 Certification program. The stipend will

be paid, upon proof of certification, in the month of January for the respective contract years.

### **SECTION NO. 39 - TEMPORARY EMPLOYMENT STATUS**

- A) With respect to the hiring of temporary employees, the Employer agrees that the number of temporary employees will not exceed seven (7) employees.
- B) The employment period of temporary employees shall not exceed one hundred twenty (120) days. An extension beyond one hundred twenty (120) days may be considered a subject for a special conference as provided for in Section 7.
- C) The Employer shall not make use of such temporary employees to deprive a full or part time employee of regularly assigned work.
- D) It is understood that the provisions of this agreement do not apply to these temporary employees.

### **SECTION NO. 40 – UNIFORMS**

- A) Employees of Group I shall be provided, without cost to the employee, an appropriate number of uniforms and coveralls necessary for their work in the Department of Public Services.

### **SECTION NO. 41 - STRIKE CLAUSE**

- A) The Union shall not authorize, sanction, condone, or participate in any strike action for the life of this agreement, as defined in Michigan Public Act No. 366 of 1947, as amended [MCL 423.201 et seq]
- B) The employees included within the bargaining unit shall not authorize, sanction, condone, or participate in any strike action during the life of this agreement. Upon compliance with the prohibitions contained herein the Employer agrees that it will not "lock-out" any employees.

### **SECTION NO. 42 - DEFINITION OF PART TIME EMPLOYEES**

- A) Part-Time employees are defined as employees who are generally scheduled for twenty (20) or less hours a week and are not entitled to fringe benefits and/or seniority as outlined within. This does not hinder the Employer from working part-time employees up to forty (40) hours a week as needed. Part-time employees shall be represented by the union only for the purpose of negotiating wages, discharge or discipline, as outlined within by the Grievance Procedure. No other section of this agreement shall apply to part-time employees unless specifically addressed.
- B) In the event that a part-time employee is hired as a full-time employee, lateral entry at a higher pay scale than starting wages, and/or credit posted for seniority may be considered as a subject for a special conference as provided for in Section 7.

- C) If and when a part-time employee works over forty (40) hours a week or eight (8) hours in a day then they will be entitled to overtime pay at time and one-half their regular wage.
- D) The use of part-time employees by the Employer can not be used to erode the bargaining unit.

**SECTION NO. 43 - SEPARABILITY AND SAVINGS CLAUSE**

- A) If any section or subsection of the agreement or of any riders thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any section or subsection should be restrained by such Court pending a final determination as to its validity, the remainder of this agreement and any rider thereto, or the application of such section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B) If any section or subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for the purpose of arriving at a mutually satisfactory replacement for such section or subsection during the period of invalidity or restraint.
- C) If the parties do not agree on a mutually satisfactory replacement, then this matter shall be a proper subject for the final step of the grievance procedure as set forth in Section 8(D).

**SECTION NO. 44 - DRIVER'S LICENSE**

- A) All employees of Group I, both full and part-time, shall be required to have a valid commercial driver's license with a "Group B" designation as required by the State of Michigan. An employee who is assigned exclusively to janitorial services is not required to have such license, but said employee shall maintain a valid Michigan operator's license.
- B) If a full-time employee is unable to meet the requirements of any State of Michigan driver licensing certification, as required by subsection (A), above, within a reasonable period of time, the employer and the union shall meet to decide if there is a job assignment the employee could perform.
- C) The Employer shall pay the cost of obtaining a commercial driver's license, as discussed in paragraph A above, provided, the employee shows evidence of a valid license and a paid receipt.

**SECTION NO. 45- MAINTENANCE OF STANDARDS**

- A) The Employer and the Union agree that all conditions of employment in its individual operation relating to general working conditions and other conditions of employment, including wages and hours of work, as contained in this agreement, shall be maintained

at not less than the highest standards in effect at the time of the signing of this agreement.

- B) It is agreed that the provision of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement, if such errors are corrected within thirty (30) days from the date of error.
- C) The Employer shall be bound by any voluntary act on its part which exceeds the terms of this agreement.
- D) Any disagreement between the Union and the Employer with respect of this matter shall be a proper subject for the second step of the grievance procedure.

#### **SECTION NO. 46 – SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of any separable, independent segment of either party.

#### **SECTION NO. 47 - EXPIRATION**

- A) This agreement shall continue in full force and effect until midnight, June 30, 2012.
- B) If either party wishes to terminate this agreement, or modify or amend any section or subsection thereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.
- C) If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

***(Signature Page Follows)***

**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed on the date and year first above written.

**CITY OF SWARTZ CREEK, MICHIGAN**  
**A Municipal Corporation**

**A.F.S.C.M.E**  
**Council No. 25, Local Union No.**

\_\_\_\_\_  
**RICHARD ABRAMS**, Mayor

\_\_\_\_\_  
**BARRY THURSTON**, Council 25  
Staff Representative

\_\_\_\_\_  
**JUANITA AGUILAR**, City Clerk

\_\_\_\_\_  
**DAVE WRIGHT**, Bargaining Team

\_\_\_\_\_  
**SUE ARVOY**, Bargaining Team

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard J. Figura, City Attorney

DATE: \_\_\_\_\_



**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. <b>Attach a copy of the ordinance assuming responsibility for administration and enforcement of the act and the code. (Ordinance may be a proposed ordinance)</b>	
-----	
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. _____
<i>(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.)</i>		

**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.**

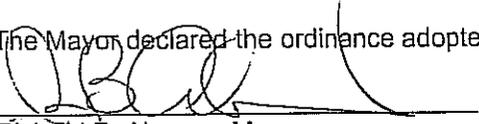
All ordinances inconsistent with the provisions of this ordinance hereby repealed.

**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.

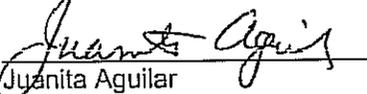
The Mayor declared the ordinance adopted.

  
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 & 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

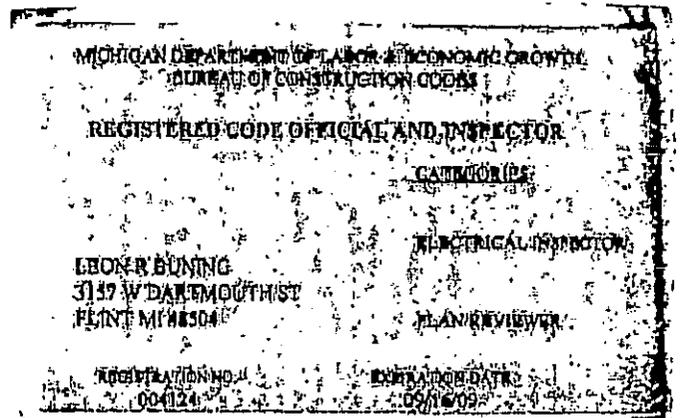
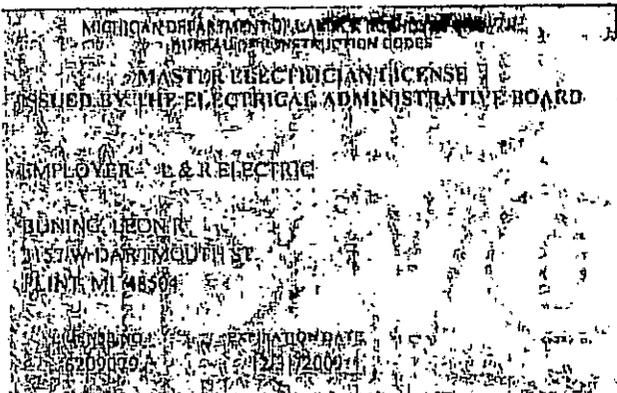
**Public Services Department**  
M-F 8am-4:30pm  
810.635.4495

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

## 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)	
LOCAL LICENSE NUMBER		EXPIRATION DATE	

### 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						

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

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

\* 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.

**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”?

August 31, 2009

Members of Swartz Creek City Council  
8083 Civic Drive  
Swartz Creek, Michigan 48473

Dear Council Members:

We are in the process of planning for the audit of the financial statements of City of Swartz Creek (the "Municipality") for the year ended June 30, 2009. An important aspect of planning for the audit is communication with those who have responsibility for overseeing the strategic direction of the Municipality and obligations related to the accountability of the Municipality. At the City of Swartz Creek these responsibilities and obligations are held by the City Council, collectively and individually; therefore, it is important for us to communicate with each of you in your role as a member of the City Council.

As part of this communication process, we plan to spoke at length with Richard Abrams, Mayor, regarding our responsibilities under generally accepted auditing standards and the planned scope and timing of our audit. The purpose of this letter is to provide each of you with a summary of those discussions and to provide you with the opportunity to communicate with us on matters that may impact our audit.

### **Our responsibility under Generally Accepted Auditing Standards**

As stated in our engagement letter addressed to Mr. Paul Bueche, City Manager, and dated April 14, 2009, our responsibility, as described by professional standards, is to express an opinion 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. Our audit of the financial statements does not relieve you or management of your responsibilities.

### **Overview of the planned scope and timing of the audit**

Our audit fieldwork will include three phases. The planning, preliminary information gathering and risk assessment phases will occur during the last week of August; and the rest of our audit procedures will be performed during the week of September 7, 2009.

To plan an effective audit we must identify significant risks of misstatement in the financial statements and design procedures to address those risks. We identified the following significant risks of misstatement:

- Failure to recognize infrastructure contributed by MDOT as a capital asset and capital contribution on the GASB 34 statements.

In response to these identified significant risks we will perform:

- We will obtain a list of projects managed by MDOT. We will obtain payment information regarding the projects from the MDOT website and verify they were properly accounted for.

We will gain an understanding of accounting processes and key internal controls through a review of the Accounting Procedures Questionnaires and Control Procedures Questionnaires prepared by management. We will perform confirmation, observation and inspection procedures to ensure the accounting procedures and controls included in the questionnaires have been implemented. We will not express an opinion on the effectiveness of internal control over financial reporting; however we will communicate, to you, significant deficiencies and material weaknesses identified in connection with our audit.

The concept of materiality is inherent in our work. We place greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. In determining the materiality threshold we considered the users of the financial statements. As we understand, the users of City of Swartz Creek's financial statements are the State of Michigan, grantors and residents (in addition to the City Council and management); therefore, our consideration of the appropriate materiality threshold included the following factors: total assets, fund balance/net assets and revenues.

#### **Information from you relevant to our audit**

An important aspect of this communication process is the opportunity for us to obtain from you, information that is relevant to our audit. Your views about any of the following are relevant to our audit:

- City of Swartz Creek's objectives and strategies, and the related business risks that may result in material misstatements
- Matters you consider warrant particular attention during the audit, and any areas where you want to request additional procedures be undertaken
- Concerns about City of Swartz Creek's internal control and its importance to the City Council, including how the City Council oversees the effectiveness of internal control and the detection or possibility of fraud
- Significant communications with regulators
- The actions of the City Council in response to developments in accounting standards, regulations, laws, previous communications from us and other related matters

If you have any information to communicate to us regarding the above or any other matters you believe are relevant to the audit, or if you would like to discuss the audit in more detail please call me at 810-767-5350 as soon as possible.

Thank you for your time and consideration in this important aspect of the audit process. You can expect to hear from us again after the completion of our audit when we will report to you the significant findings from the audit.

Yours truly,

**PLANTE & MORAN, PLLC**

A handwritten signature in cursive script that reads "Peggy Haw Jury".

Peggy Haw Jury, CPA, CFE  
Partner



City of  
Swartz  
Creek

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

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

**Public Services Department**  
M-F 8am-4:30pm  
810.635.4464

**2-September-2009**

**Mr. TOM JEFFERS**  
C/O General Motors  
GM Mail Code: 482-C27-D21  
300 Renaissance Center  
Detroit Michigan 48265-3000

Re: **GM-SPO Property Tax Appeal – Bankruptcy**  
**6060 West Bristol Road**  
**Swartz Creek, Michigan**

Dear **Mr. JEFFERS**,

As we discussed in early June, it was a mutual desire of the City and General Motor's to fast-track a resolve to the Tax Appeal. Additionally, the City remains in a "state of flux" regarding the bankruptcy. After a flurry of initial filings, we have received no further communications and have been reduced to relying on media accounts. As always, the City is eager to work with General Motor's to not only resolve these issues, but explore any potential future ventures for Swartz Creek SPO.

I kindly ask that you give me a call, preferably at your earliest convenience, for an update. I can be reached at (810)-635-4464.

In advance, your time and attention is greatly appreciated.

Sincerely,

**PAUL BUECHE**  
City Manager  
(810)-635-4464

Copy

Mr. Richard Figura, City Attorney  
Heather MacDermaid, City Assessor



August 20, 2009



Swartz Creek City of  
8083 Civic Dr.  
Swartz Creek, MI 48473-1377



Dear Customer:

The security of your information is important to us and we strive to handle it with care and discretion at all times. We are writing to let you know that we are unable to locate a computer tape at a secure offsite storage facility. The tape is used as a backup for system information. Electronic files on the tape may have included your company name, address and Tax Identification Number(s), but did not include any banking or financial information.

The vendor that operates the offsite storage facility confirmed that it received and maintained the tape, and its facility has been searched. Unfortunately, the tape could not be located. However, the information on the tape can be read only with special equipment and software and we have no evidence to indicate any of the information has been viewed or used inappropriately.

Please accept our apology for any concern this may cause. As a precaution, make sure to monitor your account statements carefully to make certain no unauthorized transactions are made. If you have any questions concerning this matter, please call us at 1-888-821-4277, Monday - Friday, 8:00 a.m. - 8:00 p.m. or Saturday, 8:00 a.m. - 5:00 p.m. ET.

Sincerely,

Patricia O. Baker  
Senior Vice President  
Executive Office

**GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE**

-DIVISION OF-

**WATER & WASTE SERVICES**

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48902-2617

PHONE (810) 732-7870 • FAX (810) 732-8773

JEFFREY WRIGHT  
COMMISSIONER**MEMORANDUM**

DATE: September 1, 2009

TO: Members of the Communities  
Served by the Division of Water & Waste Services

FROM: John F. O'Brien, P.E., Director *JFO*

SUBJECT: Notice of Board of Review Hearings

---

Find attached a notice of a Board of Review Hearing and a Proof of Posting. Please post 2 copies of the notice in public access areas of your city, township, or village hall - as example, the front door and another location within the hall. Please complete the Proof of Posting and fax back to us at 810-732-9773.

Should you have any questions, please contact either Karen Teeples or me at 810-732-7870.

Thank you for your cooperation.

## NOTICE OF GENESEE COUNTY BOARD OF REVIEW HEARINGS

The Genesee County Board of Review (the Board) will meet in the Willard P. Harris Auditorium, Third Floor, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan, from 3:00 p.m. until 5:00 p.m. on each of the following dates:

September 14, 2009  
September 15, 2009  
September 16, 2009

The Board will hold the above listed meetings for the purpose of then and there hearing, reviewing, and making final determinations of rates, charges and/or assessments established by the Genesee County Drain Commissioner as the county agency under the County Public Improvement Act of 1939 (the Act), MCL 46.171 *et seq.* Such a hearing, review and final determination as to any such rate, charge or assessment will be held, conducted and made at the request of any unit of government, person, firm or corporation charged for a service rendered by Genesee County under the Act, and on sufficient cause being shown, or upon information presented to or obtained by the Board.

The here noticed hearings are those provided for in section 6 of the Act, MCL 46.176. The Board may grant additional times for hearings.

The address and telephone number of the Board are, respectively, 1101 Beach Street, Room 312, Flint, Michigan 48502, and (810) 257-3020.

The Board will furnish reasonable auxiliary aids and services to individuals with disabilities upon 48 hours notice. Individuals needing assistance should write or call Jon Caré, Board and Criminal Justice Coordinator, Genesee County Board of Commissioners, 1101 Beach St., Flint, Michigan 48502, (810) 257-3020, TDD: (810) 257-3027 or Michigan Relay Center, 1-800-649-3777.

Dated: August 27, 2009

  
\_\_\_\_\_  
Ted Henry, Chairperson  
Genesee County Board of Review

notice of bd of review hearing

**PROOF OF POSTING**  
**BOARD OF REVIEW PUBLIC HEARING**

MUNICIPALITY \_\_\_\_\_

Site (1) Name \_\_\_\_\_

Site Address \_\_\_\_\_

Site (2) Name \_\_\_\_\_

Site Address \_\_\_\_\_

I verify that the Notice of Hearing of the Board of Review has been posted at  
the above locations.

\_\_\_\_\_

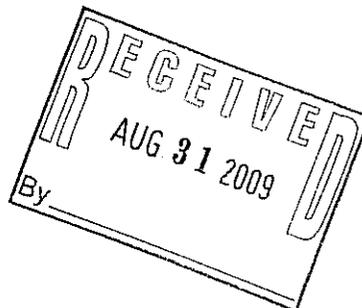
Dated: \_\_\_\_\_

Please return via facsimile transmission to (810) 732-9773.



August 27, 2009

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



Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to the channel lineup. Customers will be notified of these changes by newspaper notice.

Effective September 29, 2009, we are pleased to announce the addition of NHL Network HD (channel 259) and NBA TV HD (channel 254) to our Digital Classic service, Sports Entertainment Package, Business Class Deluxe, Business Class Preferred, Business Class Sports Pack and Business Class Sports & Entertainment Package.

Also, NFL Red Zone (channel 741) will be added to Sports Entertainment Package, Business Class Sports Pack and Business Class Sports & Entertainment Package. A preview of NFL Red Zone will be available to customers subscribing to these service levels beginning September 13, 2009.

Additionally, WBSF-CW HD will be added to Limited Basic channel 236.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at ~~586-882-4875~~ with any questions you may have.

Sincerely,

Gerald W. Smith  
Government Affairs Manager  
Comcast, Michigan Region  
36250 Van Dyke Ave.  
Sterling Heights, MI 48312

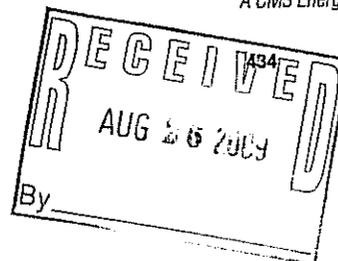
FLINT  
3201 East Court Street  
Flint, MI 48506



Count on Us

A CMS Energy Company

August 24, 2009



CITY OF SWARTZ CREEK  
8083 CIVIC DR  
SWARTZ CREEK MI 48473-1377

Account # 100021198948  
Service Address 5257 WINSHALL DR, SWARTZ CREEK MI 48473-0000

Forestry Line Clearing Project Advisory Letter

Our commitment is to provide you and your neighbors with safe and reliable electric service. Trees are a significant cause of electric service interruptions.

Consumers Energy is planning to conduct line clearing work along our electric lines in northeast area of Gaines Township and west side of Swartz Creek. All customers served from this circuit are receiving this letter. Line clearing may not be required on all properties served from this circuit.

A work planner has inspected, or will soon inspect, our electric line right-of-way for vegetation conditions. If pruning of limbs or removal of trees is required on your property the planner has attempted, or will soon attempt, to notify you by door card at the property, a postcard in the mail, or in person. Large trees requiring pruning are marked with a blue dot and large trees requiring removal are marked with a blue "X." Brush, including small trees, will also be cleared from the right-of-way but may not be marked. Additionally, due to the Emerald Ash Borer, an invasive insect species that kills ash trees, our planner will identify any ash trees near the lines and mark them for removal. Consumers Energy can offer a bid to remove any ash trees located away from electric lines.

This project is managed by your local Consumers Energy utility forester, Dale Plummer. We employ foresters and work planners who are certified arborists as part of our commitment to quality. Our program focuses on achieving necessary clearances from electric lines. We also aim to decrease future clearing needs by directing new growth away from electric lines or by removing trees.

Tree crews from Davey Tree Expert Co. will perform the necessary clearing. This process may take several months to complete. Debris that is up to four inches in diameter will be chipped and removed from lawn areas only. Remaining wood is cut to manageable sections and left on site. You will not be billed for this work as the cost is included in your electric rates.

If you have further questions regarding work that has been identified on your property, please go to [www.consumersenergy.com/forestry](http://www.consumersenergy.com/forestry) for general information, or contact the work planner, Joan Chamberlain at 810-760-3419.

Thank you,

Consumers Energy

5257 Winshall  
5301 Winshall  
5101 Morrish  
5187 Morrish

**Paul Bueche**

---

**Subject:** FW: Household Hazardous Waste Collection - Fall 2009

**Importance:** High

**Attachments:** Fall 2009 HHW.pdf

**Subject:** Household Hazardous Waste Collection - Fall 2009

**Importance:** High

**For more information or to volunteer,  
Call: Genesee County Health Department: (810) 237-6164 or  
Genesee County Recycle Hotline: (810) 762-7744**

*Ms. Sylvia Willis, Secretary  
Genesee County Metropolitan Planning Commission  
Room 223, 1101 Beach Street  
Flint, MI 48502-1470  
PH: 810-257-3010 - FAX: 810-257-3185  
swillis@co.genesee.mi.us  
www.gcmprc.org*

 **Go Green!** Print this email only when necessary.  
Thank you for helping to be environmentally responsible.

# Household Hazardous Waste & Electronic Waste Collection Day!

Saturday, October 10, 2009  
10:00 a.m. - 2:00 p.m.

## Things you should bring...

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

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

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



## Things you should NOT bring...

Commercial waste  
Explosive material  
Industrial waste  
**Latex paint**

Medical waste  
Radioactive material  
TV Consoles

For more information or to volunteer, call:

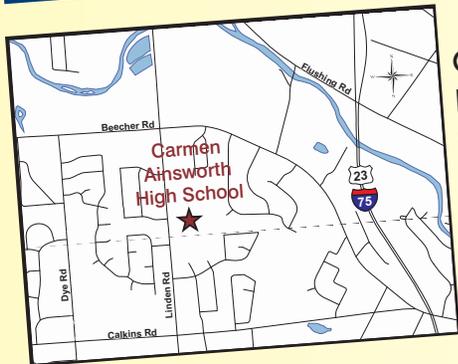
Genesee County Health  
Department :  
(810) 237-6164  
or Genesee County  
Recycle Hotline:  
(810) 762-7744



# Household Hazardous Waste & Electronic Waste Collection Day!



## Facility locations...



**Carmen Ainsworth High School**  
G-1300 N. Linden Rd  
Flint, MI 48532  
10:00 a.m. - 2:00 p.m.  
Both HHW & E-Waste



**FLINT EAST - WATER SERVICE CENTER - HHW**  
3310 East Court Street, Flint MI  
10:00 a.m. - 2:00 p.m.  
**Goodwill Industries - E-Waste**  
501 S. Averill Ave., Flint MI  
10:00 a.m. - 2:00 p.m.

Coordinated by the Household Hazardous Waste Consortium of Genesee County including the Genesee County Metropolitan Planning Commission, Genesee County Health Department, General Motors Environmental Staff in Flint, UAW Local 599, Goodwill Industries, Fox 66 Green Team and Keep Genesee County Beautiful. Major support provided by the Genesee County Board of Commissioners, the City of Flint, and several local units of government.



*Recycling  
Incentive System*

*The City  
Of  
Swartz Creek*



# Rewards for Recycling

## Program Proposal for the City of Swartz Creek

Rewards for Recycling proposes the following to the City of Swartz Creek.

Rewards for Recycling (R4R) will plan, implement and operate a valuable recycling affinity program for the City of Swartz Creek, Michigan (City) in the following manner.

- 1 R4R will create mail a complete start up kit to every resident in the City based on a database to be provided by the City. Included in that start up kit will be:
  - Program Start information sheet – Welcome Kit
  - Start Up Rewards of approx \$5 in retail value
  - RFID Recycling identifier Chips assigned to each household
  - Chip Placement instructions
  - Authorization letter from City Council/Mayor
  - Approved Recyclable Materials Information sheet
  - Swartz Creek City Events and Information Newsletter (optional)
- 2 R4R will utilize its own Hybrid Vehicle and Staff to implement the weekly scanning of all recycling bins placed out for collection. Data collection, proofing and upload will be the sole responsibility of R4R, as well as the maintenance of all equipment and servers.
- 3 R4R will build and host a unique sub page of the RewardsforRecycling.com website for the residents of the City. All residents will be identified as part of the City upon sign-in, and a portion of the sub page will be available for important community information to be posted. R4R will be responsible for all maintenance and upgrades of the web server as well as privacy protect all data collected.
- 4 R4R will continuously promote the program utilizing mass media and specifically targeted marketing efforts to reach the residents of the City. All promotion will feature the benefits of the program as well as recycling education.
- 5 R4R staff will develop and maintain relationships with local businesses that serve the City, but are not limited to the businesses within the City limits. R4R will offer these participating businesses free promotion of their offers to the residents through the website.
- 6 R4R Staff will be active to handle all phone and e-mail questions and will be available Monday through Friday during normal business hours to serve the City. In addition, R4R staff is available to offer a free pre-launch Q&A training session for all associated city employees that may have to field program questions.

Program Investment (Per HH, Per Month Basis) \$ 0.75

Based on HH estimate of 1,974: \$1,480 per month, \$17,766.00 per year

Pricing proposed based on initial contract length of 5 years. Actual contract length to be negotiated

## **REWARDS FOR RECYCLING CORPORATE INTRODUCTION**

This proposal is submitted by Rewards for Recycling, a privately owned Michigan Corporation, which manages and controls the three businesses described below. The ownership of Rewards for Recycling is described later in this section and consists of owners/operators and passive investors. The principal officers are Mr. Michael Eichhorn, Mr. Daniel Garman, Mr. Preston Hards and Mr. Al Gatt. Prior to launching Rewards for Recycling, Mr. Eichhorn and Mr. Garman, and Mr. Hards created and ran one of the most successful advertising agencies in Michigan (Crossroads Marketing) in addition to operating Crossroads Consulting Inc. a professional sales and customer service firm. Prior to becoming business owners, Preston, Mike and Dan had over 50 years of combined experience managing radio and television stations. Alfred Gatt is the owner of Universal Automation Systems, Inc., which specializes in designing automated operating systems in the automotive and industrial fields.

## **COMPREHENSIVE MARKETING PROGRAM**

By definition, Rewards for Recycling is a *comprehensive marketing program*. Identifying the challenge: to increase households participating in curbside recycling and to dramatically increase the volume of recyclable materials collected. As a marketing program, Rewards for Recycling is managed and operated by its partner company's Crossroads Marketing LLC and Crossroads Consulting Inc. Established in 2003, Crossroads has extensive experience not only in Marketing programs and Advertising but in the areas of Waste Management and Waste consultation as well. For more than 6 years the management of Rewards for Recycling have been bringing successful programs and campaigns to all of the clients and municipalities we serve.

## **STRUCTURE OF THE OPERATIONS**

All the operating companies are independent business units, but they are responsible to the Rewards for Recycling Board of Directors for financial and environmental performance on a quarterly basis. In all our other business units the annual budget is prepared by the operating management and presented to the Board of Directors for approval. Once it has been reviewed and approved each business unit is responsible for meeting its budgeted objectives. There are standard weekly review meetings between business unit managers and the executive management team in Rewards for Recycling.

## **CORPORATE RESOURCES**

At Rewards for Recycling we believe that our biggest and best resource is our people, be they employees, stockholders or professional advisers and we acknowledge how important they are to our future development. We have an extensive background with local government, waste/recycling hauling, marketing and mass media. As a locally owned business we believe in being in business for the long haul and we care about our standing in the local business community. We believe in developing local assets to benefit local users and in being effective corporate stewards of the environment. Therefore, as a company, we are committed to a cleaner environment, solid local business community, and helping the residents of the community's save money.

## **PEOPLE RESOURCES**

Rewards for Recycling L.L.C, together with its associated companies, is an equal opportunity employer. We are committed to employing the best possible people for our day to day operations. In all cases the primary responsibility of our employees is to conduct their business in an environmentally safe and responsible manner. Once this commitment is met, they are committed to providing the best possible service to the customer. Our people are our best asset and our most effective resource. We believe that given the opportunity to provide a service, they will be fully responsive to the needs of the City of Swartz Creek, while continually improving the relationships with the local business owners and local media.

## **FINANCIAL RESOURCES**

Rewards for Recycling L.L.C is a privately owned company. Its operating management, together with a our stockholders, have funded its initial development. As we move forward and expand the business under our business plan, we expect to seek additional funding from our bank and other sources of capital for both moving and stationary equipment. In the interim, our present investors will fund any additional capital investments that are needed to grow the business.

## **LOCAL OWNERSHIP**

We believe that local ownership of an environmentally sensitive business such as Rewards for Recycling is an important factor in protecting our natural resources. We are committed to protecting the environment and we see such a commitment as a natural priority for any local businessperson. Therefore, local ownership of an environmentally sensitive business such as ours, together with the involvement of local businesses, is a real benefit to potential customers. We have a total commitment to environmental standards and the needs of the community. The City of Swartz Creek is in an extremely beneficial position when considering a recycling affinity program, because Genesee County is the home of Rewards for Recycling, our program is established, operational and successful for over 30,000 homes in the immediate area. The addition of Rewards for Recycling in Swartz Creek will be seamless, and the City will be able to take advantage of the programs heritage.

## **MEETING THE NEEDS OF THE CITY OF SWARTZ CREEK**

Rewards for Recycling and its associate companies are able to offer the City of Swartz Creek a unique opportunity to obtain a long-term recycling affinity program. The program that Rewards for Recycling is submitting is the *only* fully adaptable recycling program. From 18 gallon bins, to carts (of any size), to kiosks this program can be suited to fit any and all city residents.

Rewards for Recycling will strive to achieve any goals the City has set forth. We will accomplish this goal by using local media to encourage and educate the city's residents and by creating an incentive program that will be beneficial to both the local businesses and the local residents. Through statistics obtained by providing service for Davison Twp., Grand Blanc Twp., Genesee Twp., Mundy Twp., and West Bloomfield Twp., we are confident that our program will accomplish three major goals. The percentage of residents that participate in the city's recycling program will rise dramatically, more that triple in previous markets. The amount of recyclable material collected on a weekly basis will also rise, over-proportionate to the HH participation, quadruple in neighboring areas. The local business owners will receive improved foot traffic and free promotion of their business/offers. Although there is a small cost associated with the program, Rewards for Recycling pays for it self with exponential return. We estimate that each household will be able to redeem a minimum of \$250+ in reward value each year, plus the municipal savings available from bulk waste diversion.

## **REWARDS FOR RECYCLING MISSION STATEMENT:**

Rewards for Recycling is an aggressive Recycling Affinity Program that partners with communities, waste haulers, local businesses and the media in order to dramatically increase household participation within the communities recycling efforts.

### **Rewards for Recycling is *Committed to*:**

- Delivering measurable value and savings to each and every ***Resident***.
- Providing effective advertising to drive needed traffic for ***Local Businesses***.
- Continuous promotion and education on the ***Benefits of Recycling***.
- Mass diversion of recyclables from landfills to ***Protect Our Environment***.

## **REWARDS FOR RECYCLING PROGRAM FEATURES:**

The following are features and benefits of the Rewards for Recycling program that are not currently offered, or in practice by *any* competing program.

**Complete Privacy Protection:** Protection of Privacy is of the utmost importance to all. Rewards for Recycling offers complete privacy protection of all data we collect. Rewards for Recycling is an opt-in, at-will program open to all residents with no financial transactions that take place on-line. All data collected: Names, Addresses, Phone Numbers, E-Mail accounts and Recycling activity is privacy protected, never sold or shared. Rewards for Recycling utilizes bulk statistics and trends for promotional and educational purposes but individual identities are never published. Partner municipalities are allowed to deliver community information to be included within Rewards for Recycling E-newsletters, but the actual database is not given out. R4R operates our own Web Servers in a secure location to prevent identity or data theft.

**Utilization of Existing Equipment:** A key feature of Rewards for Recycling is the ability to utilize existing equipment, specifically recycling collection bins. Many municipalities cannot afford the additional costs associated with providing new bins or recycling carts. The Rewards for Recycling program mails out RFID identifier stickers along with complete program start up information to every household within the municipality. This system allows communities to utilize existing bins without incurring additional cost.

**Continuing Education and Program Promotion:** Rewards for Recycling is a marketing affinity program. Without sustainable promotion, affinity programs will enjoy a brief initial increase during the launch period, followed by documentable and steady decline. Continuous promotion of the program ensures that the system will deliver sustained growth and loyalty long after the initial launch. Created by an established marketing company, Rewards for Recycling understands the value of continuing education. Approximately one-third of all revenue collected by Rewards for Recycling goes back into the community in the form of education and promotion. Television, Radio, Newspaper, Web-Blasts and Direct Mail are all forms of advertising employed by the program to maintain and grow the programs success.

**Immediate Value for *All Residents*:** Every resident in our partner communities are automatically eligible members of Rewards for Recycling. Because each resident contributes toward the program, every resident should be able to benefit, regardless of recycling activity. The Rewards for Recycling three tiered reward system allows non-recyclers access to our Tier 1 rewards. In order to access these rewards, members must first pass through the Tier 2 and Tier 3 categories. This format is constructed intentionally to convert non-recyclers by consistently showing them what they are missing by not recycling. Existing communities have shown large and continuous conversion of non-recyclers.

**Immediate Gratification:** Rewards for Recycling delivers immediate value upon registration. Our exclusive start up rewards, and Tier 1 reward system combined with the ability to print at home guarantees that each resident will have an immediate return on their investment. Other programs participants have to wait extended point accrual time, and order their rewards to be delivered by mail.

**Serving LOCAL Businesses:** Local businesses are an extremely important component in the formula of any community. Rewards for Recycling focuses almost exclusively on featuring the businesses that support the local community by offering FREE participation and giving their offers access to thousands of area homes. This generates a meaningful flow of new and existing businesses and has become a large boost to many of the companies we partner with. Rewards for Recycling has a sales staff of personnel that reach out to area businesses and encourage their participation. Our website also has a “business recommendation” section so that members can nominate local businesses that they would like to see displaying offers. This process delivers additional value back to the community, and keeps local dollars local, as opposed to sending them out of the State.

**Limited Burden for Partner Haulers:** Rewards for Recycling has the ability to serve a community while being practically no burden whatsoever for that communities Waste Hauling partner. For smaller communities like the City of Swartz Creek, Rewards for Recycling utilizes our own Super Hybrid scanning vehicles. When operated below 35 mph, our vehicles run completely on battery power with no emissions. For communities where it is deemed less efficient to equip the partner haulers collection trucks with scanning equipment, (communities under 2500 HH) Rewards for Recycling uses its own vehicles and staff to run the collection routes and scan all recycling bins. This is truly the most efficient, quiet and eco-friendly way we can implement this valuable program.

**No Discrimination, No Competition:** Rewards for Recycling rewards all participants equally, based on frequency, participation and loyalty. Access to rewards is open to all, and is not augmented or determined by individual household demographics. Other weight-based point systems can discriminate against residents and geographic areas based on the number of persons residing in each home. Weight programs also discriminate against different types of recyclable material. These programs are often plagued with cheating that can contaminate collected recyclable materials and discourage persons from the entire process. Everyone is equal in the eyes of the Rewards for Recycling program. We encourage people to make recycling a habit, not compete with their neighbors or other communities.

**Becoming a Valued Part of the Community:** Rewards for Recycling becomes a part of the very fabric of the communities we serve. Our partnership with any community is as complete as possible. From membership in local Chambers of Commerce to active participation in community fairs and festivals, Rewards for Recycling knows that being a prominent and visible part of the community will help deliver continued success for the program. Children are a very important part of building successful recycling habits at home. Rewards for Recycling also makes a commitment to recycling education and makes our personnel and materials available for the local school districts. Parades, employment and business expos, school functions and youth athletic organizations are all areas that Rewards for Recycling would like to be involved.

**Rewards for Recycling Internet Café:** Rewards for Recycling wants to deliver value to all. Recycling affinity programs are Web based, and many residents, specifically Seniors, do not have internet access. Rewards for Recycling is proud to announce that the first R4R Internet Café will be opening in Davison. The R4R Café will provide free public internet access, not just Wi-Fi, but will feature networked laptop computers as well. Residents and R4R members will be encouraged to come and enjoy great discounts on coffee and snacks as well as have a Rewards for Recycling staff member help them view and print any reward certificates they desire. This exciting new program feature will give complete access and value to all residents and R4R Members.

[Print this Page](#)[Close Window](#)**Taylor, Bean & Whitaker Mortgage Corp. Announces Chapter 11 Filing**

Posted on : 2009-08-24 | Author : Taylor, Bean & Whitaker Mortgage Corp.  
News Category : PressRelease

OCALA, Fla. - (Business Wire) Taylor, Bean & Whitaker Mortgage Corp. announced today that it has filed for relief under Chapter 11 of the U.S. Bankruptcy Code. The filing follows a series of events in recent weeks that have crippled the company's business operation.

On August 3, 2009, the Federal Housing Administration suspended Taylor Bean's authority to issue FHA-insured loans, which was immediately followed by notices from the Government National Mortgage Association (Ginnie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac) suspending Taylor Bean as an issuer of mortgage-backed securities and mortgage seller/servicer. These agencies immediately transferred servicing from Taylor Bean to other providers.

Taylor Bean appealed the Freddie Mac termination and intends to appeal the HUD and Ginnie Mae terminations later this month, but has no way to continue normal business operations in the interim. Therefore, the company was forced to abruptly lay off about 2,000 employees on August 5, 2009.

The company believes that these events are related to various investigations surrounding the failure of Colonial Bank, which for years was Taylor Bean's primary bank. On or about August 6, 2009, approximately 100 Taylor Bean bank accounts were frozen by Colonial Bank. This action created myriad problems in processing borrower payments and making payments on their behalf - such as homeowner's insurance premiums and real estate taxes.

Taylor Bean is currently in discussions with the FDIC, the receiver for Colonial, in hopes that this circumstance can be remedied immediately and so that individual borrowers are not affected further by Taylor Bean's inability to access its Colonial bank accounts.

These events also resulted in the issuance of cease and desist orders and other administrative proceedings by numerous state regulators. Taylor Bean has been in ongoing discussions with these regulators since early August and hopes that these can be resolved in the near future.

As a result of these events and the impact on Taylor Bean's business operation, the company today filed for Chapter 11. Under Chapter 11, Taylor Bean will operate on a scaled-down basis and begin the work of recovering, restructuring and possibly liquidating its assets. The Chapter 11 case will be administered before the United States Bankruptcy Court in Jacksonville.

Taylor Bean also announced that the business will be directed by two newly appointed independent directors: Bill Maloney and Bruce Layman, both of whom have extensive experience in restructuring distressed businesses. This new board has appointed Neil Luria of Navigant Capital Advisors as Chief

Restructuring Officer. The company's previous board and management team worked closely with the Office of Thrift Supervision to obtain expedited, conditional approval of Messrs. Maloney, Layman and Luria.

"This is a very complicated business, and the speed of its collapse has been stunning," said Mr. Luria. "We are very appreciative of the efforts of the members of management and other company employees, along with a large team of professionals, who have worked tirelessly under very stressful circumstances to make today's filing possible. Much remains to be done, but we are committed to creating and realizing the value of the company's assets."

#### **ABOUT TAYLOR, BEAN & WHITAKER:**

Taylor, Bean & Whitaker Mortgage Corp. is a 27-year-old company that grew from a small Ocala-based mortgage broker to become one of the largest mortgage bankers in the United States. In 2009, Taylor Bean was the country's third largest direct-endorsement lender of FHA-insured loans of the largest wholesale mortgage lenders and issuer of mortgage backed securities. It also managed a combined mortgage servicing portfolio of approximately \$80 billion. The company employed more that 2,000 people in offices located throughout the United States.

For Taylor, Bean & Whitaker Mortgage Corp.  
Troutman Sanders LLP  
David Dantzler, 404-885-3314  
[david.dantzler@troutmansanders.com](mailto:david.dantzler@troutmansanders.com)

Print this Page

Close Window

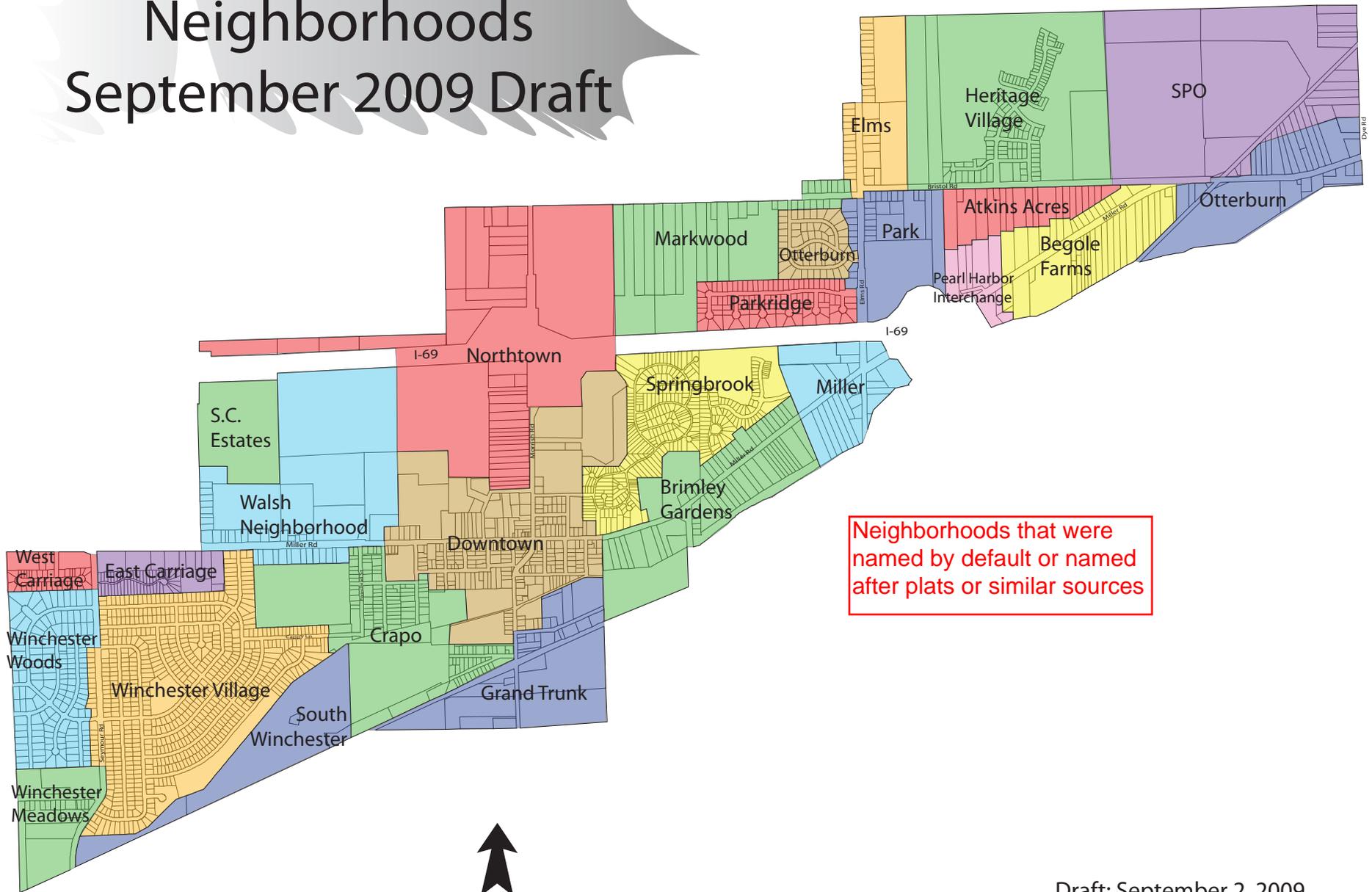
#### **Press Release Print Source :**

<http://www.earthtimes.org/articles/show/taylor-bean-amp-whitaker-mortgage-corp-announces-chapter-11-filing,935427.shtml>

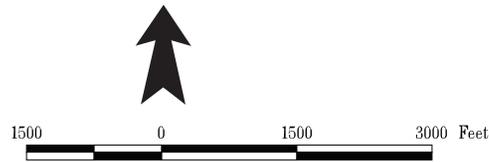
© 2009 earthtimes.org. All Rights Reserved.

This material may not be published, broadcast, rewritten, or redistributed.

# City of Swartz Creek Neighborhoods September 2009 Draft



Neighborhoods that were named by default or named after plats or similar sources

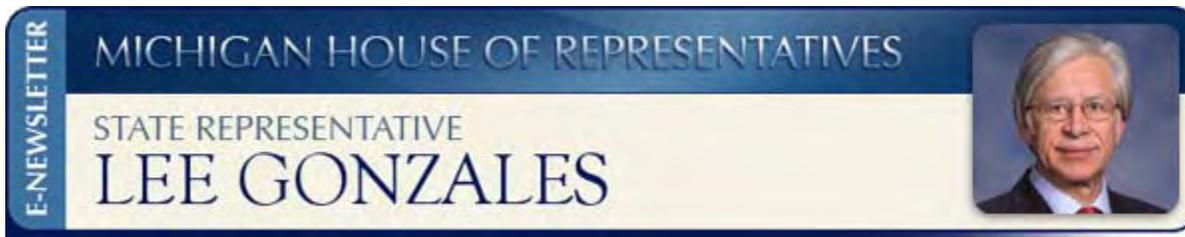


Draft: September 2, 2009  
Source: City Staff 2009

**Paul Bueche**

---

**From:** Representative Lee Gonzales [leegonzales@house.mi.gov]  
**Sent:** Monday, August 24, 2009 1:45 PM  
**To:** Paul Bueche  
**Subject:** Advanced Batteries Creating Jobs



Welcome once again to my e-newsletter. In this edition, you'll find news from the Capitol, helpful information about community events and important issues that impact Flint and Genesee County.

**The Latest in Advanced Battery Announcements****GM**

Last week I was invited by GM officials to take part in a press conference in Brownstown Township – where the battery cells that will power the Chevrolet Volt will be produced, creating more than 100 advanced technology jobs. The Brownstown Township site is the first lithium-ion battery manufacturing plant in the United States. The Chevy Volt will be assembled in Hamtramck and the engines will be built right here in Flint.

**Dow Chemical**

Dow Chemical also announced last week a new battery manufacturing facility site in Midland that will produce lithium polymer battery technology for hybrid and electric vehicles. The joint venture between Dow, Kokam America Inc., Townsend Ventures, LLC and SAIL Venture Partners will create more than 800 jobs and take advantage of my 2008 advanced [battery tax credit plan](#), the first of its kind in the nation.

**Transportation**

Last week, I attended conferences for the Michigan Public Transit Association (MPTA) and the Michigan Townships Association (MTA) where I sat on legislative panels to discuss current transportation issues in Michigan including advanced battery technologies for public transit vehicles, transportation revenue and current recommendations for alternative funding options.

**Aid for Small Businesses**

The U.S. Small Business Administration (SBA) has a new loan program designed

for small businesses called the American Recovery Capital Loan Program (ARC). ARC can provide up to \$35,000 in short-term relief for small businesses facing financial hardship. Loans will be offered for as long as funding is available or until Sept. 30, 2010. The interest-free loans are 100 percent secured from SBA to the lender and are paid over a six-month period with repayment deferred for 12 months after the last disbursement. Visit the [SBA Web site](#) for eligibility criteria, application information and more.

### **Buy Michigan First**

Michigan's economy is facing tough times and we're all feeling the strain, but there are things we can do to help. Visit [Buy Michigan First](#) to find Michigan-made products and businesses that sell them. If you're a business owner, you also can add your business to the list.

### **Take a 'Staycation'**

As you make plans to travel, have a family reunion or visit a state park before the summer ends, I encourage you to do so right here at home. Michigan is one of the most beautiful states in the country and there are a number of wonderful things to do here in our own backyard.

In these tough economic times, it is all the more important to keep our tourism dollars right here in Michigan. To aid you in your planning, please fill out the free publications request form below for a 2009 State of Michigan highway map. If you would like additional travel or tourism information, visit the [Pure Michigan Web site](#) or the [Flint Area Convention & Visitors Bureau](#) for local events and attractions.

### **Free Publications**

Please use one of the three ways below to request FREE information:

- 1) E-mail me at [leegonzales@house.mi.gov](mailto:leegonzales@house.mi.gov) and indicate which publication you would like to receive along with your name, address, city & ZIP code;
- 2) Contact me by phone at (517) 373-7515 or toll-free at (800) FLINT-49 (354-6849);
- 3) Fill out the coupon below and mail it to Rep. Lee Gonzales, P.O. Box 30014, Lansing, MI 48909-7514 along with your name, address, city and ZIP code.

### **Free Michigan Publications Coupon**

- \_\_\_\_\_ Michigan Lodging & Tourism Directory
- \_\_\_\_\_ Michigan Travel Ideas: The Official State of Michigan Travel Guide
- \_\_\_\_\_ State of Michigan Highway Map
- \_\_\_\_\_ Paying for College in Michigan: An Educational Resource Guide
- \_\_\_\_\_ Movin' On – Rights & Responsibilities of Young Adults
- \_\_\_\_\_ Getting to Know Michigan Coloring Book
- \_\_\_\_\_ Your State Capitol – A Guide to Michigan's State Capitol Building
- \_\_\_\_\_ Michigan Veterans Benefits & Services – Federal, State & Local Programs
- \_\_\_\_\_ Consumer Protection Resource Guide

As always, I thank you for the opportunity to represent the 49th House District.  
I look forward to hearing from you.

Sincerely,  
Lee Gonzales  
State Representative  
District 49

 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE



MICHIGAN HOUSE DEMOCRATS

[Click here to unsubscribe.](#)

## Paul Bueche

---

**From:** Michigan Municipal League [nbrown@mml.org]  
**Sent:** Tuesday, August 25, 2009 10:46 AM  
**To:** Paul Bueche  
**Subject:** MML Legislative Link 8-25-09



August 25, 2009

### Save the Date

[MML Foundation On-line Auction](#)  
 Bidding Begins August 25

[The League's Annual Convention](#)  
 Sept. 22-25, Kalamazoo

[2009 Asset Management Conference](#)  
 Oct 27, Marquette

### The Buzz

[Future Gateway to Ann Arbor – City and University Partner on New Transportation Center](#)  
 8/18/09

Ann Arbor. Com

### What's New

[Late Budgets Hurt Locals](#)

[Michigan Avenue: What If?](#)

[July/August 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](#)

[Michigan Humanities](#)

## League Testifies on Transit/Transportation Tax Increment Financing and Opt-Out in House

Last week, the League testified twice on the issue of economic development and tax increment financing (TIF) – once in the House Intergovernmental Committee and once before a workgroup of the House Transportation Committee. We supported new transit and transportation TIF acts in order to grow the economies of communities and the state. As always, the discussion focused on opt-outs. In addition to staff, the League had representatives from Grand Rapids and Lansing to testify about the benefits of TIF districts (DDA, CIA) and the importance of transit and transportation. [More>](#)




---

## Stimulus Funding Update



### Renewable Energy Funding Opportunities

A recently announced [program from the Department of Energy](#) is making \$21 million in Recovery Act funds available to communities for financial assistance with implementation of renewable energy technologies into one integrated solution in order to reduce a community's carbon footprint. [More>](#)

**Other Stimulus Information** – Visit the [League's Economic Stimulus](#)

[Council Grants/Events](#)[MI Housing Community Development Funds](#)[Federal Brownfield Funding](#)

## Related Links

[MI Legislature](#)[MI Senate](#)[MI House of Reps](#)[Resources](#)

[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

### Bill to Help Communities Collect \$ on Overdue Parking Tickets

**Considered** – Last week, the House Transportation Committee took up HB 4726 , which would lower the number of parking citations that prevent motorists from renewing their driver's license from 6 to 3 under



state law. The bill was introduced by Rep. Roy Schmidt (D-Grand Rapids), who is a former City Commissioner, in an attempt to assist local governments in recouping the dollars owed to them by people with outstanding parking tickets, especially now when the state is cutting revenue sharing and communities are struggling for every penny.

[More>](#)

[Brownfield Reprogramming Workgroup Meeting Set](#)

[Cable Competition Falls Short](#)

[Our Video Interview with Freshman State Rep. Bolger](#)

[Green Building Seminar for Municipalities](#)

[Environment and Energy "Epprentice" Experience](#)

[Sustainable Communities Program Funding Available](#)

---

## Federal Update

### Congress in Recess, Meet with Your Congressional Reps –

Congress is now on its summer recess for the next few weeks and as always, this presents itself with an excellent opportunity for local officials to meet and discuss issues of importance with their congressional representatives. As you do so during this time, we want to also urge you to discuss a couple of issues that



impact all local communities. First would be the need for [transportation funding](#) and the desire to see more of that funding come to locals. As we saw with the Recovery Act, now that the current federal transportation act is set to expire, we need deep changes in the federal transportation act that will drive more money directly to the local level

without the state getting in the way. [More>](#)

[Drinking Water Security Act Legislation Introduced](#)

[NLC Congress of Cities in November](#)

[Fall Flu Season Preparation Underway](#)

[Small Community Air Service Grants Available](#)

[Red Flag Rules Delayed, Again](#)

#### **Email management**

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

*Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105*

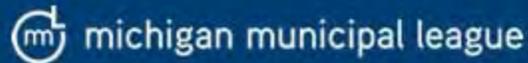


## Paul Bueche

---

**From:** Michigan Municipal League [nbrown@mml.org]  
**Sent:** Wednesday, September 02, 2009 11:00 AM  
**To:** Paul Bueche  
**Subject:** Act Now! Revenue Sharing a Key Issue in Thursday Budget Talks

### Action Alert



### Call Legislative Leaders – Revenue Sharing One of Key Issues Being Tackled in Budget Talks Thursday

#### Call Now!

Call Governor Jennifer Granholm, Speaker Andy Dillon and Senate Majority Leader Mike Bishop and ask them to not cut revenue sharing as they go into their “marathon” budget target meeting tomorrow, Thursday September 3rd! We have lead negotiators fighting along side with us, now they need to hear from you! Speaker Andy Dillon was recently quoted as saying revenue sharing remains one of the big items still undecided for the budget, and that House Democrats will not be able to support the level of cuts to local governments proposed by the Senate Republicans. He needs your support to prevent big cuts in revenue sharing. Tell these three legislative leaders how crucial those dollars are to your community as well as the impact severe cuts will have on public safety and all essential local government services!

- Governor Granholm: (517) 335-7858
- Speaker Dillon: (517) 373-0857
- Majority Leader Bishop: (517) 373-2417

#### Talking Points:

- The Legislature must stop voting to slash revenue sharing – cuts that are endangering the health, public safety and welfare of Michigan citizens.
- The Legislature has cut revenue sharing to local governments by \$3 billion in the last eight years.
- As a result of the revenue sharing cuts, more than 1,800 police officers and 2,400 firefighters have been laid off in Michigan. This endangers public safety and local economies and is devastating to the state.
- People do not want to live (and companies do not want to locate) in communities that cannot provide public safety, adequate roads and bridges, sewer systems and other essential services. Revenue sharing cuts are bleeding local government budgets and diminishing the quality of life across the state.

#### Contact:

Summer Minnick, [sminnick@mml.org](mailto:sminnick@mml.org)

**Email management**

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

*Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105*

Better Communities. Better Michigan.



## Paul Bueche

---

**From:** Michigan Municipal League [nbrown@mml.org]

**Sent:** Tuesday, September 08, 2009 11:00 AM

**To:** Paul Bueche

**Subject:** MML Legislative Link 9-8-09



September 8, 2009

### Save the Date

[MML Foundation On-line Auction](#)  
Bidding Begins August 25

[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

[Parks and Placemaking](#)  
Neil Pierce  
9/4/09

### What's New

[Legislature Seeks Costs of State Mandates – Local Units Asked to Take Short Online Survey by Oct 1](#)

[Read My Lips – Then Bust My Chops on Taxes](#)

[Pitching in for Small Town Success](#)

[July/August 2009 Michigan Municipal Review](#)

[League's New PA 312 Webpage](#)

## House Holds Hearing on Speaker's Health Care Plan

Last week, House Speaker Andy Dillon and his staff provided testimony on his health care plan to the House Appropriations committee. The room was filled to capacity (even the overflow room was overflowing) to hear the initial testimony on Speaker Dillon's health care plan.



The Speaker was there briefly as he is engaged in a marathon budget negotiation today with the Governor and Majority Leader. The plan was presented by Kate Kohn-Parrot, a former Chrysler employee who has been crafting this plan for the Speaker. The testimony was nothing unexpected as Kate went through the bill and talked about the Speaker's intent. There will be a new white paper published in the coming days that you can view [online](#). The League will be testifying on our thoughts and concerns on the bills sometime in the next few weeks. We've continued to be involved in all of the legislative discussions about this important legislation. Looks like it'll be an interesting fall!

## Stimulus Funding Update



**Michigan Recovery Act Funding Tracking Map Created** – The state has established an [interactive county map](#) tracking distribution of Recovery Act funds that have come to our state. Take a look and then tell us how Recovery Act funds are impacting, or not impacting your community.

[New Events Newsletter:  
The Loop, Your Source for  
Municipal Education](#)

## Grants & Projects

[Wood Energy Preliminary  
Assessment Grants](#)

[Michigan Humanities  
Council Grants/Events](#)

[MI Housing Community  
Development Funds](#)

[Federal Brownfield Funding](#)

## Related Links

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

[Resources](#)

**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

**Bill Amending PA 312 Introduced** – Last week Rep. Haveman (R-Holland) introduced HB 5325, a bill amending PA 312. This bill contains all the pieces that are vital to communities including ability to pay and internal comparables. It's very exciting that the financial impact of PA 312 on our cities is being recognized in Lansing. Thanks to Rep. Haveman for introducing this important bill!



[League Requested Economic Development Tools Legislation Introduced](#)

[League VP Responds to Cable Articles](#)

[Ready Kids, Ready Communities Technical Assistance Available](#)

[Water Quality Improvement Grants Available](#)

[Green Building Seminar for Municipalities](#)

[Environment and Energy "Epprentice" Experience](#)

[Sustainable Communities Program Funding Available](#)

---

## Federal Update

### Congress Back in Session

– Congress will return to session after Labor Day and as was the case when it left for summer recess, the same issues will continue to be front and center -- namely health care reform and the energy/climate bill. Both have implications for local



governments. Even more pressing for locals is resolution of the transportation reauthorization bill. With a September 30th deadline fast approaching, and the fact that no one appears ready to pass a gas tax increase to fund a new bill, it appears that an extension of some type will be passed. [More>](#)

[Ready to be Counted?](#)

[National Report on City Fiscal Conditions Released](#)

[Hazard Mitigation Funds Available](#)

[Fall Flu Season Preparation Underway](#)

**Email management**

The Michigan Municipal League respects your right to privacy.

[Click here](#) to unsubscribe.

[Click here](#) to manage your Michigan Municipal League email subscription preferences.

If you no longer wish to receive any type of email notice from the Michigan Municipal League, [please click here](#).

*Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105*





City of Swartz Creek  
*Outstanding Performance in the Area of*

# Fire Board 1984-2009

*by* Aldine “Boots” Abrams

September 14, 2009

---

Curtis A. Porath, Mayor Pro-Tem



CITY OF SWARTZ CREEK

*Presents*

*Award of Service*

*Board of Review*

1993-2009

*To*

**JOHN  
GILMORE**

*September 14, 2009*

---

RICHARD ABRAMS, MAYOR