

P.O. Box 157  
10405 Merrill Road  
Hamburg, Michigan 48139-0157

(810) 231-1000 Office  
(810) 231-4295 Fax



**Supervisor:** Pat Hohl  
**Clerk:** Mike Dolan  
**Treasurer:** Jason Negri  
**Trustees:** Bill Hahn  
Annette Koeble  
Chuck Menzies  
Jim Neilson

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**HAMBURG TOWNSHIP BOARD OF TRUSTEES  
REGULAR MEETING**

**Hamburg Township Hall Board Room**

**Tuesday, April 16, 2019**

**7:00 p.m.**

**AGENDA**

1. Call to Order
2. Pledge to the Flag
3. Roll Call of the Board
4. Call to the Public
5. Correspondence
6. Consent Agenda
7. Approval of the Agenda
8. Unfinished Business:
  - A. Hampton Manor – Final Site Plan Review
  - B. Roads Discussion
9. Current Business:
  - A. Police Department– Police Officer Hiring
  - B. Police Department – 2 Patrol Vehicle Purchases
  - C. Police Department – Livingston County OSSI
  - D. Police Department – Lakeland Marina – Boat Lift - \$5025.00
  - E. Fire Department – Roof Replacement Station #11
  - F. Public Safety – Police & Fire Department Operating Procedures Updates
  - G. AT&T Metro Act Right of Way
  - H. Cemetery Plot Buy Back
  - I. Buildings & Grounds – Part-time Hire
  - J. DPW – Kress Road Pump Maintenance
  - K. 2019 Dust Control Bids
  - L. Finance Control Book – February, 2019
  - M. Payment Approval – Economic Development Council – Invoice #1244 - \$20,604.50
  - N. Payment Approval – C & E Construction – Invoice #2344 - \$6600.00
  - O. Payment Approval – Biotech – Invoice #2172 - \$25,061.40
10. Call to the Public
11. Board Comments
12. Adjournment

# Pledge to the Flag



**No Correspondence**

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**HAMBURG TOWNSHIP BOARD OF TRUSTEES  
REGULAR MEETING  
Hamburg Township Hall Board Room  
Tuesday, April 16, 2019  
7:00 p.m.**

**CONSENT AGENDA**

1. Approval of the Minutes
  - A. Township Board Regular Meeting Minutes – April 2, 2019
2. Bills/Vendor Payable List (A&B)
3. Department/Committee Reports
  - A. MUC meeting minutes - March 13, 2019
  - B. Police Department Monthly Report – March, 2019
  - C. DPW Monthly Report – March, 2019
  - D. Planning/Zoning Monthly Reports – February & March, 2019
  - E. ZBA Minutes – February 27, 2019
  - F. ZBA Minutes – March 3, 2019
  - G. Planning Commission Meeting Minutes – February 20, 2019
  - H. Planning Commission Special Meeting Minutes – February 27, 2019
  - I. Planning Commission Special Meeting Minutes – February 28, 2019

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HAMBURG TOWNSHIP BOARD OF TRUSTEES  
Regular Meeting  
Hamburg Township Hall Board Room  
Tuesday, April 2, 2019  
2:30 p.m.

1. Call to Order

Supervisor Hohl called the meeting to order at 2:30 p.m.

2. Pledge to the Flag

3. Roll Call of the Board

Present: Dolan, Koeble, Hohl, Neilson, Negri, Hahn

Absent: Menzies

Also Present: Patricia Hughes, Deputy Clerk

4. Call to the Public

A Call was made with No Response.

5. Correspondence

None.

6. Approval of the Consent Agenda

**Motion by Neilson, second by Negri, to approve the Consent Agenda as presented.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

7. Approval of the Agenda

**Motion by Hohl, second by Koeble, to approve the Agenda as amended with the removal of G. Videographer – New Hire Part-Time.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

8. Unfinished Business

A. None

9. Current Business

**A. Planning/Zoning – Wireless Facilities Resolution**

**Motion by Hohl, second by Neilson, to approve the Resolution as published in the packet establishing fees for wireless facilities in the public right-of-way.**

**Roll Call Vote: Hohl, Y; Negri, Y; Neilson, Y; Dolan, Y; Hahn, Y; Koeble, Y; Menzies, Absent**

**MOTION CARRIED**

**B. Crystal Dr./Crystal Beach Road Maintenance SAD**

**Motion by Negri, second by Hahn, to award the new 2 year service contract to Alan's Asphalt Maintenance Inc for the Crystal Drive and Crystal Beach Subdivision Road Maintenance District beginning on April 18, 2019 and ending on April 17, 2021.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**C. Norene/Peary Drive Road Maintenance SAD**

**Motion by Negri, second by Koeble, to award the new 2 year service contract to Bob Myers Excavating Inc beginning on April 18, 2019 and ending on April 17, 2021 for the Norene/Peary Road Maintenance District.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**D. Generator Agreement**

**Motion by Negri, second by Hahn, to approve the 3 year maintenance agreement with Cummins for annual preventive maintenance of generators at Fire Stations 11 & 12 and the Police Station as outlined in the memo from Tony Randazzo.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**E. Clerks/Cemetery Department Personnel Change/Zoning Planning Secretary Pay - Durkin**

**Motion by Dolan, second by Hahn, to approve the increase in the rate of pay for the recording secretary of the Planning Commission and the Zoning Board of Appeals to a rate of \$150.00 per regular and special meeting.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**Motion by Dolan, second by Nellson, to approve the resignation of Julie Durkin from her Clerks Department regular part-time position and retain her as our Township Cemetery Administrator/Sexton with the attached job description at an annual salary rate of \$10,500 and a \$35.00 monthly phone stipend, and as the recording secretary for the Planning Commission & Zoning Board of Appeals, effective May 11, 2019, and as an election assistant at \$19 per hour for the 2020 election cycle.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**F. DPW – Part-Time Termination**

**Motion by Hohl, second by Hahn, to approve the Employment Termination of a part-time DPW worker as outlined in the March 25, 2019 memo from Randazzo to the Personnel Committee.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**G. Videographer – New Hire Part-Time**

**Removed.**

**H. Building & Grounds – New Truck Purchase**

**Motion by Hohl, second by Koeble, to approve the purchase of the Ford F-150 from Pauli Ford at the price of \$24,913.00 as outlined in the memo from Randazzo dated March 28, 2019.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**I. Road Discussion**

**No Action. Further Discussion.**

**J. Paid Medical Leave Act of 2018**

**Motion by Dolan, second by Neilson, to approve the adoption of Paid Medical Leave Act of 2019 with the threshold being 20 hours instead of 25 hours on average of work per week for part-time employees to be eligible for paid medical leave.**

Roll Call Vote: Hohl, Y; Negri, Y; Neilson, Y; Dolan, Y; Hahn, Y; Koeble, Y; Menzies, Absent  
MOTION CARRIED

**K. Cemetery Plots Buy Back**

**Motion by Dolan, second by Negri, to approve the buy back of 2 cemetery plots from Richard & Judith Massie at the cost of \$1,000.00.**

Voice Vote: AYES: 6, ABSENT: 1 MOTION CARRIED

**L. Parks & Recreation Board – Member Appointments**

**Motion by Dolan, second by Koeble, to approve the appointment of Jeff Muck and Cliff Auxler to the Parks & Recreation Board for a 2 year term set to expire January 1, 2021.**

Voice Vote: AYES: 6, ABSENT: 1 MOTION CARRIED

**M. Parks Scholarship Changes**

**Motion by Dolan, second by Negri, to approve the adoption of the amended Every Child Shall Play Scholarship Policy as presented.**

Voice Vote: AYES: 6, ABSENT: 1 MOTION CARRIED

**N. Park Use Application – HERO Hold Harmless**

**Motion by Hohl, second by Dolan, to forward the Indemnification and Hold Harmless Agreement to HERO for the static display of a military aircraft at their Moving Wall event coming to Hamburg Township on August 29, 2019 till September 2, 2019.**

Voice Vote: AYES: 6, ABSENT: 1 MOTION CARRIED

**O. Park Use Application – Pinckney Wrestling Metal Drive**

**Motion by Dolan, second by Koeble, to approve the Pinckney Wrestling Scrap Metal Drive May 31, 2019 thru June 2, 2019 at the Pettysville Trail Head Parking Lot contingent upon all insurance requirements being satisfied.**

Voice Vote: AYES: 6, ABSENT: 1 MOTION CARRIED

**P. Park Use Application – Jogging for Jakey**

**Motion by Dolan, second by Koeble, to approve the authorization for The Jogging for Jakey 5K race to use the Lakelands Trail and to waiver any park use fees for the event.**

Voice Vote: AYES: 6, ABSENT: 1 MOTION CARRIED

**Q. Payment Approval – C & E Construction – Invoice #2337 - \$11,550.00**

**Motion by Hohl, second by Negri, to approve the payment of \$11,550.00 to C & E Construction for Invoice #2337 dated March 19, 2019.**

Voice Vote: AYES: 6, ABSENT: 1 MOTION CARRIED

**R. Payment Approval – Cruisers – Invoice #39712 - \$10,989.00**

**Motion by Hohl, second by Dolan, to approve the payment of Cruisers Invoice #39712 dated March 14, 2019 in the amount of \$10,989.00.**

Voice Vote: AYES: 6, ABSENT: 1 MOTION CARRIED

**S. Payment Approval – DuBois Cooper – Invoice #221981 - \$7,600.40**

**Motion by Hohl, second by Negri, to approve the payment to DuBois Cooper for Invoice #221981 dated March 20, 2019 in the amount of \$7,600.40.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**T. Payment Approval – DuBois Cooper – Invoice #222119 - \$10,400.20**

**Motion by Dolan, second by Negri, to approve the payment of \$10,400.20 to DuBois Cooper for Invoice #222119 dated March 20, 2019.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

**10. Public Information**

**None.**

**11. Call to the Public**

Kathy Chappelle, 7737 Towering Pines Dr, Asked for help with Subdivision Roads.

Anja Mackey, 8760 Tamarack Dr, Asked for help with Subdivision Roads.

Clyde Shultes, 5859 E. M-36, Against any road millage being spent on subdivision roads.

**12. Board Comments**

Hohl stated that he would like to get the language drafted for a 10 year road millage for a future election.

**13. Adjourn Meeting**

**Motion by Neilson, supported by Negri, to adjourn meeting.**

**Voice Vote: AYES: 6, ABSENT: 1**

**MOTION CARRIED**

Meeting adjourned at 4:02 p.m.

Respectfully submitted,



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Courtney L. Paton  
Recording Secretary



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Mike Dolan  
Township Clerk

User: KarenJ

INVOICE ENTRY DATES 04/01/2019 - 04/01/2019

DB: Hamburg

JOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 000.000					
101-000.000-073.003	RETIREMENT - LIBRARY	JOHN HANCOCK	PAY DATE 4/4/19	898.08	
Total For Dept 000.000				898.08	
Dept 101.000 Township Board					
101-101.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	SEMCOG -SOUTHEASTERN MIC	APRIL MEMBERSHIP DUES	231.92	
Total For Dept 101.000 Township Board				231.92	
Dept 171.000 Township Supervisor					
101-171.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	329.69	
Total For Dept 171.000 Township Supervisor				329.69	
Dept 191.000 Elections					
101-191.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	165.90	
Total For Dept 191.000 Elections				165.90	
Dept 201.000 ACCOUNTING					
101-201.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	935.29	
Total For Dept 201.000 ACCOUNTING				935.29	
Dept 209.000 Assessing					
101-209.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	1,174.19	
Total For Dept 209.000 Assessing				1,174.19	
Dept 215.000 CLERK'S OFFICE					
101-215.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	751.21	
Total For Dept 215.000 CLERK'S OFFICE				751.21	
Dept 245.000 TECHNICAL/UTILITIES SERVICES					
101-245.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	599.40	
Total For Dept 245.000 TECHNICAL/UTILITIES SERVICES				599.40	
Dept 253.000 Treasurer					
101-253.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	395.69	
Total For Dept 253.000 Treasurer				395.69	
Dept 258.000 COMPUTER/CABLE					
101-258.000-853.000	PHONE/COMM/INTERNET	CHARTER COMMUNICATIONS	8245 12 483 0092058 - TWP - 4/1-4/30/	235.79	
Total For Dept 258.000 COMPUTER/CABLE				235.79	
Dept 265.000 Township Buildings					
101-265.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	230.67	
101-265.000-726.000	SUPPLIES & SMALL EQUIPMENT	ADVANCED WATER TREATMENT	BLANKET P.O. - BOTTLED WATER FOR BLDG	16.50	
101-265.000-726.000	SUPPLIES & SMALL EQUIPMENT	ADVANCED WATER TREATMENT	BLANKET P.O. - BOTTLED WATER & COOLER	22.00	
101-265.000-921.000	ELECTRIC	DTE ENERGY	9100 086 3167 3 - TWP -2/22-3/22/19	1,110.74	
101-265.000-921.000	ELECTRIC	DTE ENERGY	9100 139 0346 3 - OLD PACKER/NEW DPW-	551.12	
101-265.000-921.000	ELECTRIC	DTE ENERGY	9100 086 3118 6 - CEMETERY - 12/22/18	41.19	
101-265.000-922.000	SEWER USAGE	HAMBURG TOWNSHIP TREASUR	1/1-3/31/19 - TWP	964.10	
Total For Dept 265.000 Township Buildings				2,936.32	
Dept 410.000 Zoning					
101-410.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	224.43	
Total For Dept 410.000 Zoning				224.43	
Dept 450.000 Street Lighting					

OPEN - CHECK TYPE: PAPER CHECK

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Fund					
Dept 450.000 Street Lighting					
101-450.000-926.000	STREET LIGHTING	DTE ENERGY	9100 167 2011 2 - UNIT LIGHTING - 2/2	58.91	
Total For Dept 450.000 Street Lighting				58.91	
Total For Fund 101 General Fund				8,936.82	
Fund 206 Fire Fund					
Dept 000.000					
206-000.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	1,132.03	
206-000.000-921.000	ELECTRIC	DTE ENERGY	9100 086 3133 5 - F.D. #11 - 2/22-3/2	958.01	
206-000.000-921.000	ELECTRIC	DTE ENERGY	9100 086 3146 7 - F.D. #12 - 2/21-3/2	751.39	
206-000.000-921.100	SIREN ELECTRIC USAGE	DTE ENERGY	9300 018 1587 5 - SIREN@ 7602 CHILSON	13.80	
206-000.000-922.000	SEWER USAGE	HAMBURG TOWNSHIP TREASUR	1/1-3/31/19 - F.D. #12	622.00	
Total For Dept 000.000				3,477.23	
Total For Fund 206 Fire Fund				3,477.23	
Fund 207 Police Fund					
Dept 000.000					
207-000.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	992.15	
207-000.000-921.000	ELECTRIC	DTE ENERGY	9100 160 2711 2 - P.D. -2/22-3/22/19	1,083.78	
207-000.000-922.000	SEWER USAGE	HAMBURG TOWNSHIP TREASUR	1/1-3/31/19 - P.D.	870.80	
Total For Dept 000.000				2,946.73	
Total For Fund 207 Police Fund				2,946.73	
Fund 208 SENIORS, PARKS, LL TRAIL					
Dept 750.000 Recreation Board					
208-750.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	154.27	
208-750.000-921.000	ELECTRIC	DTE ENERGY	9100 081 1689 9 - PARKING LOT LIGHTS	78.42	
208-750.000-921.000	ELECTRIC	DTE ENERGY	9100 081 1673 3 - SOCCER FIELDS/PK&RE	49.66	
208-750.000-922.000	SEWER USAGE	HAMBURG TOWNSHIP TREASUR	1/1-3/31/19 - W. BENNETT PK	155.50	
Total For Dept 750.000 Recreation Board				437.85	
Dept 800.000 LAKELAND TRAIL					
208-800.000-921.000	ELECTRIC	DTE ENERGY	9100 160 2734 4 - TUNNEL LIGHTING-TRA	45.98	
Total For Dept 800.000 LAKELAND TRAIL				45.98	
Dept 805.000 SENIOR CENTER					
208-805.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	208.00	
208-805.000-921.000	ELECTRIC	DTE ENERGY	9100 095 9768 3 - SENIOR/COMM -2/22-3	392.07	
208-805.000-922.000	SEWER USAGE	HAMBURG TOWNSHIP TREASUR	1/1-3/31/19 - SENIOR CENTER	438.51	
Total For Dept 805.000 SENIOR CENTER				1,038.58	
Total For Fund 208 SENIORS, PARKS, LL TRAIL				1,522.41	
Fund 492 Mumford Park Lighting SAD					
Dept 000.000					
492-000.000-926.000	STREET LIGHTING	DTE ENERGY	9100 086 3102 0 - MUMFORD PK LIGHTING	110.86	
Total For Dept 000.000				110.86	
Total For Fund 492 Mumford Park Lighting SAD				110.86	
Fund 590 SEWER FUND					
Dept 001.000					

INVOICE GL DISTRIBUTION REPORT FOR HAMBURG TOWNSHIP OFFICES  
INVOICE ENTRY DATES 04/01/2019 - 04/01/2019

JOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 001.000					
590-001.000-720.000	RETIREMENT	JOHN HANCOCK	PAY DATE 4/4/19	1,767.31	
590-001.000-726.000	SUPPLIES & SMALL EQUIPMENT	ADVANCED WATER TREATMENT	BLANKET P.O. - BOTTLED WATER FOR DPW	22.00	
590-001.000-921.000	ELECTRIC	DTE ENERGY	9300 018 1587 5 - STRAWBERR Y PUMP -2	868.18	
590-001.000-921.000	ELECTRIC	DTE ENERGY	9100 146 5433 9 - BIOXIDE STN(EDGELAK	41.19	
590-001.000-921.000	ELECTRIC	DTE ENERGY	9100 141 9399 9 - WINANS PUMP STN - 2	186.02	
590-001.000-921.000	ELECTRIC	DTE ENERGY	9100 086 3063 4 - ORE LK PUMP STN - 2	436.98	
590-001.000-921.000	ELECTRIC	DTE ENERGY	9100 081 1657 6 - HAMBURG PUMP STN -	442.91	
590-001.000-923.000	NATURAL GAS/HEAT	CONSUMERS ENERGY	1000 6018 1938 - HAMBURG PUMP STN - 2	18.00	
590-001.000-923.000	NATURAL GAS/HEAT	CONSUMERS ENERGY	1000 6018 7471 - WINANS PUMP STN - 2/	18.00	
Total For Dept 001.000				3,800.59	
Dept 002.000					
590-002.000-921.000	ELECTRIC	DTE ENERGY	9100 086 3078 2 - WWTP -2/22-3/22/19	6,302.75	
590-002.000-923.000	NATURAL GAS/HEAT	CONSUMERS ENERGY	1000 1266 6259 - WWTP -2/27-3/25/19	3,706.75	
Total For Dept 002.000				10,009.50	
Dept 004.000					
590-004.000-996.000	AGENT FEES	THE BANK OF NEW YORK MEL	HAMTWPWTP07R	750.00	
Total For Dept 004.000				750.00	
Total For Fund 590 SEWER FUND				14,560.09	
Fund 701 Trust & Agency Fund					
Dept 000.000					
701-000.000-222.000	DUE TO COUNTY TRAILER FEES	LIVINGSTON COUNTY TREASU	FEB 2019 TRAILER FEES REC'D 3/28/19 -	166.50	
701-000.000-222.000	DUE TO COUNTY TRAILER FEES	LIVINGSTON COUNTY TREASU	FEBRUARY 2019 TRAILER FEES REC'D - SE	666.00	
701-000.000-231.100	DUE TO UNION DUES	POLICE OFFICER LABOR COU	APRIL 2019 DUES	753.75	
701-000.000-231.410	DUE TO AFLAC (BIWEEKLY)	AFLAC - AMERICAN FAMILY	MARCH	596.98	
701-000.000-231.450	DUE TO UNUM (BIWEEKLY)	PROVIDENT LIFE AND ACCID	03/07/19 - 04/04/19	67.50	
Total For Dept 000.000				2,250.73	
Total For Fund 701 Trust & Agency Fund				2,250.73	

OPEN - CHECK TYPE: PAPER CHECK

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 General Fund	8,936.82
Fund 206 Fire Fund	3,477.23
Fund 207 Police Fund	2,946.73
Fund 208 SENIORS, PARK	1,522.41
Fund 492 Mumford Park	110.86
Fund 590 SEWER FUND	14,560.09
Fund 701 Trust & Agenc	2,250.73

Total For All Funds:	<u>33,804.87</u>
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UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
<b>Fund 101 General Fund</b>					
<b>Dept 000.000</b>					
101-000.000-279.732	DYLAVA DRIVE	ROSATI, SCHULTZ, JOPPICH	PLANNING & ZONING MATTERS THROUGH 2/2	245.00	
101-000.000-279.732	DYLAVA DRIVE	STANTEC CONSULTING MICH	DYLAVA DR PRIVATE RD REVIEW - P/E 2/	1,053.00	
101-000.000-279.746	HAMPTON MANOR OF HAMBURG	ROSATI, SCHULTZ, JOPPICH	GENERAL MATTERS THROUGH 2/28/19	652.20	
101-000.000-643.000	SALE OF CEMETERY LOTS	RICHARD & JUDITH MASSIE	RE-PURCHASE OF CEMETERY LOTS	1,000.00	
Total For Dept 000.000				2,950.20	
<b>Dept 101.000 Township Board</b>					
101-101.000-801.500	ECONOMIC DEVELOPMENT CONSULTANT	ECONOMIC DEVELOPMENT COU	2019 PARTNERSHIP-CONTRACT SERVICES	20,604.50	
101-101.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	LYNDA CHANEY VS HAMB TWP - THROUGH 2/	85.00	
101-101.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	MARY ANN LAMKIN VS TWP BD OF TRUTEES	898.00	
101-101.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	MARY ANN & STEVEN LAMKIN VS TWP - THR	787.50	
101-101.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	GENERAL MATTERS THROUGH 2/28/19	2,295.00	
101-101.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	PLANNING & ZONING MATTERS THROUGH 2/2	4.40	
Total For Dept 101.000 Township Board				24,674.40	
<b>Dept 209.000 Assessing</b>					
101-209.000-751.000	VEHICLE FUEL	WEX BANK	MARCH VEHICLE FUEL	33.87	
Total For Dept 209.000 Assessing				33.87	
<b>Dept 253.000 Treasurer</b>					
101-253.000-726.000	SUPPLIES & SMALL EQUIPMENT	BIG PDQ	ENVELOPES WITH TREASURER DEPT. RETURN	194.26	
Total For Dept 253.000 Treasurer				194.26	
<b>Dept 265.000 Township Buildings</b>					
101-265.000-751.000	VEHICLE FUEL	WEX BANK	MARCH VEHICLE FUEL	195.42	
101-265.000-758.000	UNIFORMS/ACCESSORIES	CINTAS CORPORATION # 31	BLANKET P.O. - UNIFORMS FOR BLDGS. &	(12.33)	
101-265.000-758.000	UNIFORMS/ACCESSORIES	CINTAS CORPORATION # 31	BLANKET P.O. - UNIFORMS FOR BLDGS. &	62.89	
101-265.000-758.000	UNIFORMS/ACCESSORIES	CINTAS CORPORATION # 31	BLANKET P.O. - UNIFORMS FOR BLDGS. &	85.75	
101-265.000-801.000	CONTRACTUAL SERVICES	ASSURED PEST CONTROL	PEST CONTROL - TWP - APRIL	53.00	
101-265.000-813.000	TRASH DISPOSAL	ADVANCED DISPOSAL	TRASH PICK UP	115.96	
101-265.000-932.000	MAINTENANCE TWP HALL	PINCKNEY PLUMBING	REPAIRS AT TOWNSHIP HALL	342.00	
101-265.000-939.000	VEHICLE MAINTENANCE	PINCKNEY CHRYSLER DODGE	TAILLIGHT REPAIR TO VEHICLE IN PD PAR	238.86	
Total For Dept 265.000 Township Buildings				1,081.55	
<b>Dept 410.000 Zoning</b>					
101-410.000-751.000	VEHICLE FUEL	WEX BANK	MARCH VEHICLE FUEL	71.35	
101-410.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	GENERAL MATTERS THROUGH 2/28/19	102.00	
101-410.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	DISTRICT CT PROSECUTIONS THROUGH 2/28	280.00	
101-410.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	PLANNING & ZONING MATTERS THROUGH 2/2	1,207.50	
Total For Dept 410.000 Zoning				1,660.85	
<b>Dept 450.000 Street Lighting</b>					
101-450.000-926.000	STREET LIGHTING	DTE ENERGY - STREET LIGH	STREET LIGHTS & TRAFFIC SIGNALS - 3/1	1,166.44	
Total For Dept 450.000 Street Lighting				1,166.44	
Total For Fund 101 General Fund				31,761.57	
<b>Fund 206 Fire Fund</b>					
<b>Dept 000.000</b>					
206-000.000-726.000	SUPPLIES & SMALL EQUIPMENT	ADVANCED WATER TREATMENT	BLANKET P.O. - BOTTLED WATER	11.18	
206-000.000-726.000	SUPPLIES & SMALL EQUIPMENT	ADVANCED WATER TREATMENT	CHARGES IN EXCESS OF BPO 20180894	28.30	
206-000.000-726.000	SUPPLIES & SMALL EQUIPMENT	AUTOZONE INC	BLANKET P.O. FOR SUPPLIES & VEHICLE M	172.37	
206-000.000-726.000	SUPPLIES & SMALL EQUIPMENT	LAKELAND ACE HARDWARE, 1	BLANKET P.O. FOR SUPPLIES, BLDG. & VE	11.17	

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OPEN - CHECK TYPE: PAPER CHECK

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 206 Fire Fund					
Dept 000.000					
206-000.000-726.000	SUPPLIES & SMALL EQUIPMENT	RUBBER STAMPS UNLIMITED,	NOTARY STAMP & EMBOSSE FOR KAREN CAS	31.08	
206-000.000-726.000	SUPPLIES & SMALL EQUIPMENT	TRI-COUNTY SUPPLY, INC.	CLEANING SUPPLIES	118.11	
206-000.000-727.000	MEDICAL AND SCENE SUPPLIES	WASHTENAW-LIVINGSTON COU	MEDICAL FIRST RESPONSE FORMS	140.00	
206-000.000-758.000	UNIFORMS/ACCESSORIES	KING KLEANERS	DRY CLEANING CHARGES FOR FIRE DEPT.	14.00	
206-000.000-758.000	UNIFORMS/ACCESSORIES	PHOENIX SAFETY OUTFITTER	UNIFORM WINTER HATS	80.00	
206-000.000-758.000	UNIFORMS/ACCESSORIES	PHOENIX SAFETY OUTFITTER	UNIFORM WINTER HATS	209.00	
206-000.000-759.000	TURN OUT GEAR	PHOENIX SAFETY OUTFITTER	PPE FOR FF PAWLEY	2,205.23	
206-000.000-801.000	CONTRACTUAL SERVICES	LIVINGSTON COUNTY I.T. D	HTFD - 2019 CAPITAL EQUIPMENT FEE	500.00	
206-000.000-813.000	TRASH DISPOSAL	ADVANCED DISPOSAL	TRASH PICK UP	140.31	
206-000.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	GENERAL MATTERS THROUGH 2/28/19	578.00	
206-000.000-932.003	MAINTENANCE FIRE HALL	1ST CLASS CARPET CLEANIN	CARPET CLEANING OF BOTH STATION 11 AN	525.00	
206-000.000-932.003	MAINTENANCE FIRE HALL	ASSURED PEST CONTROL	PEST CONTROL - F.D. #11 - APRIL	60.00	
206-000.000-932.003	MAINTENANCE FIRE HALL	ASSURED PEST CONTROL	PEST CONTROL - F.D. #12 - APRIL	65.00	
206-000.000-932.003	MAINTENANCE FIRE HALL	LAKELAND ACE HARDWARE, I	BLANKET P.O. FOR SUPPLIES, BLDG. & VE	3.99	
206-000.000-933.100	EMERGENCY SIREN MAINTENANCE/REP	WEST SHORE SERVICES, INC	REPAIR WEATHER SIREN AT CHILSON AND S	1,357.88	
206-000.000-939.000	VEHICLE MAINTENANCE	CRUISERS, INC.	VEHICLE MAINTENANCE FOR CAPTAIN 10 FO	365.00	
206-000.000-939.000	VEHICLE MAINTENANCE	CRUISERS, INC.	VEHICLE MAINTENANCE FOR FIRE MARSHALL	168.00	
206-000.000-939.000	VEHICLE MAINTENANCE	LAKELAND ACE HARDWARE, I	BLANKET P.O. FOR SUPPLIES, BLDG. & VE	3.80	
206-000.000-939.000	VEHICLE MAINTENANCE	LAKELAND ACE HARDWARE, I	BLANKET P.O. FOR SUPPLIES, BLDG. & VE	4.27	
206-000.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	MFSIA	MICH FIRE SERV INSTRUCT ASSOC - YEARL	340.00	
206-000.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	MICHIGAN FIRE INSPECTORS	HTFD MFIS 2019 MEMBERSHIP-ZERNICK	30.00	
206-000.000-965.000	TRAINING	MICHIGAN ASSOCIATION OF	WINTER WORKSHOP REGISTRATION FOR MILL	573.00	
206-000.000-975.000	SPECIAL PROJECTS	FIRE STATION CHECKLIST,	BLANKET P.O. FOR SPECIAL PROJECTS	100.00	
		Total For Dept 000.000		7,834.69	
		Total For Fund 206 Fire Fund		7,834.69	
Fund 207 Police Fund					
Dept 000.000					
207-000.000-726.000	SUPPLIES & SMALL EQUIPMENT	RUBBER STAMPS UNLIMITED,	NOTARY STAMP & EMBOSSE FOR KAREN CAS	31.07	
207-000.000-758.000	UNIFORMS/ACCESSORIES	ALLIE BROTHERS UNIFORMS,	BLANKET P.O. FOR UNIFORMS & ACCESSORI	144.48	
207-000.000-758.000	UNIFORMS/ACCESSORIES	HURON VALLEY GUNS, LLC	UNIFORMS WALLACE	694.92	
207-000.000-758.000	UNIFORMS/ACCESSORIES	HURON VALLEY GUNS, LLC	UNIFORMS & ACCESSORIES BROMLEY AND FI	15.00	
207-000.000-758.000	UNIFORMS/ACCESSORIES	HURON VALLEY GUNS, LLC	UNIFORMS & ACCESSORIES BROMLEY AND FI	51.99	
207-000.000-758.000	UNIFORMS/ACCESSORIES	PRO-VISION SYSTEMS, INC.	MAGNETIC CLIPS FOR BODY CAMS	214.97	
207-000.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	LABOR & EMPLOYMENT LAW - THROUGH 2/28	36.00	
207-000.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	GENERAL MATTERS THROUGH 2/28/19	136.00	
207-000.000-826.000	LEGAL FEES	ROSATI, SCHULTZ, JOPPICH	DISTRICT CT PROSECUTIONS THROUGH 2/28	98.00	
207-000.000-853.000	PHONE/COMM/INTERNET	CHARTER COMMUNICATIONS	8245 12 483 0092074 - P.D. 4/1-4/30/1	116.29	
207-000.000-853.000	PHONE/COMM/INTERNET	VERIZON WIRELESS	BLANKET P.O. FOR MONTHLY SERVICE FEES	304.88	
207-000.000-853.000	PHONE/COMM/INTERNET	VERIZON WIRELESS	DET PHONES FEB 23 THROUGH MARCH 22	7.27	
207-000.000-871.000	LAW ENFORCEMENT INFO NETWORK	TRANSUNION RISK AND ALTE	BLANKET P.O. FOR INVESTIGATIVE SERVIC	86.10	
207-000.000-932.002	MAINTENANCE POLICE BUILDING	ASSURED PEST CONTROL	PEST CONTROL - P.D. - APRIL	38.00	
207-000.000-939.000	VEHICLE MAINTENANCE	CAPITAL TIRE INC.	BLANKET P.O. FOR VEHICLE TIRES/MAINT.	570.20	
207-000.000-939.000	VEHICLE MAINTENANCE	HAMBURG GARAGE, LLC	BRAKES FOR THE SUBURBAN	1,139.99	
207-000.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	NORTHERN MICHIGAN LAW EN	2019 ANNUAL MEMBERSHIP FEE TO THE TRA	125.00	
		Total For Dept 000.000		3,810.16	
		Total For Fund 207 Police Fund		3,810.16	
Fund 208 SENIORS, PARKS, LE TRAIL					
Dept 750.000 Recreation Board					
208-750.000-726.000	SUPPLIES & SMALL EQUIPMENT	LAKELAND ACE HARDWARE, I	CONCRETE MIX FOR POSTS INSTALLED @ PA	38.43	

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OPEN - CHECK TYPE: PAPER CHECK

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
Fund 208 SENIORS, PARKS, LL TRAIL					
Dept 750.000 Recreation Board					
208-750.000-726.000	SUPPLIES & SMALL EQUIPMENT	LAKELAND ACE HARDWARE, I	CONCRETE MIX FOR POSTS INSTALLED @ PA	16.47	
208-750.000-726.000	SUPPLIES & SMALL EQUIPMENT	WARD'S RENTAL CENTER	RENTAL OF DIGGER TO INSTALL POSTS FOR	75.00	
208-750.000-813.000	TRASH DISPOSAL	ADVANCED DISPOSAL	TRASH PICK UP	116.17	
Total For Dept 750.000 Recreation Board				246.07	
Dept 805.000 SENIOR CENTER					
208-805.000-726.000	SUPPLIES & SMALL EQUIPMENT	TRIPLE - D SIGNS, INC.	POSTS FOR SENIOR CENTER/BLDGS. & GROU	179.80	
208-805.000-813.000	TRASH DISPOSAL	ADVANCED DISPOSAL	TRASH PICK UP	77.04	
208-805.000-933.000	EQUIPMENT MAINT/REPAIR	APPLIED IMAGING	BLANKET P.O. - B/W & COLOR MONTHLY CO	39.99	
Total For Dept 805.000 SENIOR CENTER				296.83	
Total For Fund 208 SENIORS, PARKS, LL TRAIL				542.90	
Fund 590 SEWER FUND					
Dept 001.000					
590-001.000-751.000	VEHICLE FUEL	WEX BANK	MARCH VEHICLE FUEL	525.34	
590-001.000-758.000	UNIFORMS/ACCESSORIES	CINTAS CORPORATION # 31	UNIFORMS FOR DPW/SEWER - WEEK ENDING	122.19	
590-001.000-758.000	UNIFORMS/ACCESSORIES	CINTAS CORPORATION # 31	UNIFORMS FOR DPW/SEWER - WEEK ENDING	127.49	
590-001.000-829.000	TREATMENT EXPENSE	CITY OF BRIGHTON	SEWER 1/1-3/31/19	18,571.59	
590-001.000-850.000	PUMP & MAIN REPAIR/MAINTENANCE	#774494 - CUMMINS BRIDGE	SPARE GENERATOR BLOCK HEATER FOR PUMP	143.42	
590-001.000-850.100	GRINDER PUMP PARTS	DUBOIS-COOPER & ASSOCIAT	GRINDER PARTS	3,295.00	
590-001.000-853.000	PHONE/COMM/INTERNET	VERIZON WIRELESS	2/23-3/22/19	52.22	
590-001.000-921.000	ELECTRIC	DTE ENERGY	9100 160 2723 7 - RUSTIC DR PUMP STN	276.17	
590-001.000-921.000	ELECTRIC	DTE ENERGY	9100 114 4947 7 - BIOXIDE STN(CORDLEY	33.38	
Total For Dept 001.000				23,146.80	
Dept 002.000					
590-002.000-813.000	TRASH DISPOSAL	ADVANCED DISPOSAL	TRASH PICK UP	82.15	
Total For Dept 002.000				82.15	
Dept 003.000					
590-003.000-962.000	SUNDRY	LIVINGSTON COUNTY REGIST	RECORDING/FILING FEES - MANCIK @ 5229	60.00	
Total For Dept 003.000				60.00	
Dept 005.000					
590-005.000-828.000	WATER PURCHASE CITY OF BRIGHTON	CITY OF BRIGHTON	WATER - HAMB PC BLUFF - 1/1-3/31/19	3,065.64	
Total For Dept 005.000				3,065.64	
Total For Fund 590 SEWER FUND				26,354.59	
Fund 701 Trust & Agency Fund					
Dept 000.000					
701-000.000-222.204	DUE TO COUNTY DOG LICENSE FEE	LIVINGSTON COUNTY TREASU	DOG TAG DISTRIBUTION 3/1-3/31/19	917.00	
Total For Dept 000.000				917.00	
Total For Fund 701 Trust & Agency Fund				917.00	

INVOICE GL DISTRIBUTION REPORT FOR HAMBURG TOWNSHIP OFFICES

EXP CHECK RUN DATES 04/16/2019 - 04/16/2019

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

GL Number	GL Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 General Fund	31,761.57
Fund 206 Fire Fund	7,834.69
Fund 207 Police Fund	3,810.16
Fund 208 SENIORS, PARK	542.90
Fund 590 SEWER FUND	26,354.59
Fund 701 Trust & Agenc	917.00
<b>Total For All Funds:</b>	<b>71,220.91</b>



10405 Merrill Road ♦ P.O. Box 157  
Hamburg, MI 48139  
Phone: 810.231.1000 ♦ Fax: 810.231.4295  
www.hamburg.mi.us

## EXCERPT FROM HAMBURG TOWNSHIP MUNICIPAL UTILITIES COMMITTEE MEETING MINUTES

To the attention of: Patrick J. Hohl, Supervisor  
Hamburg Township Board of Trustees

Re: **Approved Municipal Utilities Committee Minutes**

Please be apprised of this excerpt from the Unapproved Approved Minutes of the Meeting  
of the Hamburg Township Municipal Utilities Committee:

Date of Meeting: April 10<sup>th</sup>, 2019

Committee Members Present: Hohl, Hahn, Koeble

Committee Members Absent: None

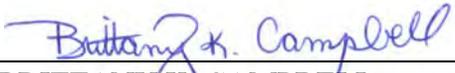
Text of Motion: MOTION BY HOHL, SUPPORTED BY KOEBLE TO APPROVE THE  
MINUTES OF THE MARCH 13<sup>th</sup>, 2019 MUNICIPAL UTILITIES  
COMMITTEE MEETING AS PRESENTED.

Ayes: Hohl, Hahn, Koeble Absent: None Nays: None

MOTION CARRIED.

State of Michigan }  
County of Livingston }  
Township of Hamburg }

I, BRITTANY K. CAMPBELL, Hamburg Township Utilities Coordinator and recording  
secretary to the Municipal Utilities Committee, do hereby certify that the foregoing is a true and  
correct excerpt of the Minutes of the aforementioned Regular/~~Special~~ Meeting of the Hamburg  
Township Municipal Utilities Committee.

 Date: April 10<sup>th</sup>, 2019  
BRITTANY K. CAMPBELL  
HAMBURG TOWNSHIP UTILITIES COORDINATOR

**HAMBURG TOWNSHIP MUNICIPAL UTILITIES COMMITTEE**  
**WEDNESDAY, MARCH 13<sup>th</sup>, 2019 – 2:30 P.M.**  
**10405 MERRILL ROAD, HAMBURG, MI 48139**

**1. CALL TO ORDER**

The meeting was called to order by Hohl at 2:30 p.m.

**Roll Call of the Committee:**

**Present:** Hohl, Koeble

**Absent:** Hahn

**Also Present:** Tony Randazzo, Dave Podvoyski, Jeffrey Harmon, Charles Burlison and Brittany Campbell

**2. CALL TO THE PUBLIC**

Hohl opened the call to the public and seeing no response, closed the call to the public.

**3. CORRESPONDENCE**

There was no correspondence to be addressed at this meeting.

**4. APPROVAL OF THE AGENDA**

MOTION BY HOHL, SUPPORTED BY KOEBLE TO APPROVE THE AGENDA WITH THE ADDITION OF ITEMS 7.F. AND 7.G. UNDER CURRENT BUSINESS.

Ayes: Hohl, Koeble

Absent: Hahn

Nays: None

Motion carried.

**Unfinished Business:**

- A. LCWA Information/Updates
- B. DTE Power Supply Issues
- C. RE300 Pilot Study Update

**Current Business:**

- A. DPW Monthly Report – February 2019 Statistics
- B. Terry Direct Sewer Connection Agreement – 5884 Winans Lake Rd.
- C. Kletzka Sewer Connection Cost Review – 4659 Oak Lane
- D. Burlison Request for Additional Reimbursement for Sewer Back-Up
- E. Grinder Pump Riser Installation Discussion – 10639 Hamburg Rd.
- F. Inks Sewer Connection Cost Review – 4771 E. M-36
- G. Shafer Sewer Connection Cost Review – 7679 Winfield Dr.

**5. APPROVAL OF THE MINUTES**

MOTION BY HOHL, SUPPORTED BY KOEBLE TO APPROVE THE MINUTES OF THE FEBRUARY 13<sup>th</sup>, 2019 MUNICIPAL UTILITIES COMMITTEE MEETING AS PRESENTED.

Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

**6. UNFINISHED BUSINESS**

A. LCWA Information/Updates.

MOTION BY HOHL, SUPPORTED BY KOEBLE TO TABLE ALL UNFINISHED BUSINESS UNTIL NEW INFORMATION IS AVAILABLE.

Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

B. DTE Power Supply Issues.

MOTION BY HOHL, SUPPORTED BY KOEBLE TO TABLE ALL UNFINISHED BUSINESS UNTIL NEW INFORMATION IS AVAILABLE.

Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

C. RE300 Pilot Study Update. Randazzo noted that the trial use of RE300 is still ongoing at the waste water treatment plant with about 70 gallons left. Randazzo stated that it is still too early to draw any conclusions.

**7. CURRENT BUSINESS**

A. DPW Monthly Report – February 2019 Statistics. Randazzo stated that the waste water treatment plant (WWTP) was in compliance for the entire month of February. Biotech has taken sludge samples in preparation of the spring haul. The DEQ has still not provided any feedback on the WWTP permit application.

MOTION BY HOHL, SUPPORTED BY KOEBLE TO NOTE THE DPW MONTHLY REPORT AS RECEIVED AND TO BE FILED AND TO ALSO FORWARD A COPY TO THE TOWNSHIP BOARD AS AN AGENDA ITEM FOR THEIR REVIEW.

Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

B. Terry Direct Sewer Connection Agreement – 5884 Winans Lake Rd.

MOTION BY HOHL, SUPPORTED BY KOEBLE TO APPROVE THE TERRY AGREEMENT FOR A DIRECT SEWER CONNECTION AS PRESENTED, AS ALL OF THE ESTIMATED SEWER FEES WERE PAID UP-FRONT IN CASH.

Ayes: Hohl, Koeble

Absent: Hahn

Nays: None

Motion carried.

C. Kletzka Sewer Connection Cost Review – 4659 Oak Lane. Campbell explained that the estimated sewer construction charges were \$5,700.00. During the installation, a total length of 69 feet of service lateral pipe was installed when only 50 feet was included in the original estimate. As a result, the total construction charges were \$5,985.00 leaving a balance due of \$285.00. Campbell noted that the shortage should be billed to the property owner.

MOTION BY HOHL, SUPPORTED BY KOEBLE REQUESTING THE ACCOUNTING DEPARTMENT TO INVOICE THE PROPERTY OWNER IN THE AMOUNT OF \$285.00 FOR ADDITIONAL SEWER CONSTRUCTION CHARGES AS OUTLINED IN THE SEWER CONNECTION AGREEMENT.

Ayes: Hohl, Koeble

Absent: Hahn

Nays: None

Motion carried.

D. Burlison Request for Additional Reimbursement for Sewer Back-Up. Hohl opened the floor to Mr. Burlison so that he could explain why he was requesting an additional \$11,770.00 in reimbursement after the Township paid his insurance deductible of \$2,144.00 as approved at the January 9, 2019 Municipal Utilities Committee meeting. Mr. Burlison stated that he discovered that the actual cost for the carpet replacement was higher than State Farm estimated because that it didn't cover the removal and replacement of the carpet on the stairs. Mr. Burlison also noted that he was a liver transplant patient and that he was hospitalized in December and January with infections of his liver that he attributes to the sewage backup even though he stated he did not go into the basement after the back-up occurred in December. Hohl asked about the items included in Mr. Burlison's claim noting that the DPW staff took many clear photographs of the damage and the items being claimed were not included in the photos. Mr. Burlison stated that the remediation company bagged and took everything and that the Township could call to confirm what was removed from his basement. Hohl then explained that the Township has been advised to submit Mr. Burlison's claim to our insurance company to review the homeowner's request for additional compensation and to make the necessary determinations regarding the claim. Hohl noted that Mr. Burlison could contact him directly in regards to the claim until such time as someone from the insurance company made contact with the homeowner.

MOTION BY HOHL, SUPPORTED BY KOEBLE TO FORWARD THE BURLISON REQUEST FOR ADDITIONAL REIMBURSEMENT TO THE TOWNSHIP'S INSURANCE COMPANY, MMRMA, INCLUDING ALL DOCUMENTATION FROM THE TOWNSHIP AND HOMEOWNER INCLUDING THE CLAIM AND INVOICES SUBMITTED BY MR. BURLISON FOR RESOLUTION.

Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

E. Grinder Pump Riser Installation Discussion – 10639 Hamburg Rd. Mr. Harmon addressed the Committee stating that the duplex grinder pump station for his property is under water and that he got an estimate of cost from the Township to install a 2-foot riser on the can. He then asked who is responsible since it is the Township's equipment. Hohl asked and Podvoyski confirmed that the grinder can floods through the breather hole from water drainage and snow melting since Hamburg road was paved. Harmon stated that the rear of his property is like a bowl that collects water coming off of Livingston Street. Hohl asked Harmon what his proposal would be to resolve the flooding. Harmon requested that the Township go in half on the estimated cost of \$918.72 to install a 2-foot riser on the can. Campbell noted the breakdown of the costs and Hohl suggested that Harmon pay for the cost of the 2-foot riser in the amount of \$616.00 and that the Township would waive the DPW labor and 10% administrative costs. Due to the time frame of ordering the part Mr. Harmon agreed to pay the \$616.00 charge by May 1, 2019.

MOTION BY HOHL, SUPPORTED BY KOEBLE TO AUTHORIZE THE INSTALLATION OF THE 2-FOOT RISER ON THE DUPLEX GRINDER PUMP STATION WITH THE PART COST OF \$616.00 TO BE PAID BY THE PROPERTY OWNER WITH THE DPW LABOR AND 10% TOWNSHIP ADMINISTRATION FEES TO BE WAIVED.

Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

F. Inks Sewer Connection Cost Review – 4771 E. M-36. Campbell explained that the original estimate of cost was based on the sewer "as-built" drawings prepared by the former Township Engineer, John Adams. Upon starting the sewer installation it was determined that the drawings were completely inaccurate and the sewer connection had to be made by tapping into the neighboring service lateral with a separate check valve for the Inks property resulting in a large cost savings. The Township will need to refund the unused portion of the sewer construction fees in the amount of \$3,320.00 to Ryan and Tammy Inks.

MOTION BY HOHL, SUPPORTED BY KOEBLE TO REFUND THE OVERPAYMENT FROM THE SEWER FEE DEPOSIT IN THE AMOUNT OF \$3,320.00 TO THE PROPERTY OWNERS AS NOTED IN THE UTILITIES COORDINATOR'S COST REVIEW MEMO.

Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

G. Shafer Sewer Connection Cost Review – 7679 Winfield Dr. Campbell explained the estimated construction charges under the blanket contract were \$10,600.00. The actual construction charges were \$10,600.00 leaving an excess balance of \$0.00 – a total wash of fees. As a result no refund or invoice is due to the property owner.

MOTION BY HOHL, SUPPORTED BY KOEBLE TO NOTE THE UTILITIES COORDINATOR'S COST REVIEW AND TO CLOSE OUT THE SEWER CONNECTION FILE.

Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

**8. CALL TO THE PUBLIC**

Seeing no requests to address the Sewer Committee, Hohl closed the call to the public.

**9. INFORMATIONAL/EDUCATIONAL MATERIAL**

There was no information and/or educational material available for this meeting.

**10. ADJOURNMENT**

MOTION BY KOEBLE, SUPPORTED BY HOHL TO ADJOURN THE MEETING.

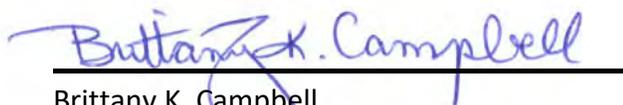
Ayes: Hohl, Koeble                      Absent: Hahn                      Nays: None

Motion carried.

The meeting was adjourned at 2:52 p.m.

The foregoing is considered to be a true and accurate record of all items discussed. If any discrepancies or inconsistencies are noted, please contact the writer immediately.

Respectfully submitted,



Brittany K. Campbell  
Hamburg Township Utilities Coordinator



# **HAMBURG TOWNSHIP POLICE**

## **MONTHLY REPORT**

### **March, 2019**

## **COMMUNITY HAPPENINGS**

### **Community Involvement:**

- Sgt. Gary Harpe conducted an Internet Safety presentation at Navigator School on March 5, 2019.
- Sgt. Anthony Wallace participated in an Eagle Scout Award Ceremony on March 17, 2019.

### **Communications:**

- Chief Richard Duffany received a State of Michigan Special Tribute presented by State Senator Lana Theis and State Representative Ann Bollin on March 4, 2019.

## **POLICE DEPARTMENT OPERATIONS**

### **Personnel:**

- No personnel movement this month.

### **Training:**

- Sgt. Gary Harpe, Sgt. Alysha Garbacik, Officer Adam Fischhaber and Officer Sean Hogan attended Evidence Technician update training in Brighton on March 6, 2019.

- Officer Daniel Bromley participated in Dive Team training in Hartland on March 18, 2019.
- Deputy Chief Dariusz Nisenbaum, Sgt. Anthony Wallace, Officer Matthew Duhaime and Officer Steve Locke participated in SWAT training on March 20, 2019.
- Deputy Chief Dariusz Nisenbaum attended Excel training in Flint on March 22, 2019 and March 29, 2019.

## Monthly Arrest Summary

### **03/03/19- 12:42am:**

A 51-year old female Township resident was arrested on Merrill Road & M-36 for *Driving While License Suspended*. Her vehicle was impounded and she was cited and released.

### **03/05/19- 10:46pm:**

A 27-year old male Romulus resident was arrested at M-36 & Pettys Road for *Operating While Intoxicated*. His vehicle was impounded and he was lodged in the Livingston County Jail.

### **03/06/19- 3:05pm:**

A 49-year old male Clinton Township resident was arrested at his place of employment in Hamburg Township for *Larceny* and on a misdemeanor warrant for *Driving While License Suspended* out of Howell. He was lodged in the Livingston County Jail.

### **03/13/19- 4:02pm:**

A 58-year old male Brighton resident was arrested at M-36 & Chilson Road on a criminal bench for *Child Neglect* out of Macomb County. He was lodged in the Livingston County Jail.

### **03/16/19- 6:22am:**

An 18-year old male Township resident was arrested at his residence for *Domestic Violence & Resisting Arrest*. He was lodged in the Livingston County Jail.

### **03/17/19- 12:06am:**

A 30-year old female Township resident was arrested at her residence for *Domestic Violence*. She was lodged in the Livingston County Jail.

### **03/21/19-5:03pm:**

A 26-year old male Pinckney resident was arrested at M-36 & Island Shore Drive for *Operating While Intoxicated*. His vehicle was impounded and he was lodged in the Livingston County Jail.

**03/22/19- 3:30pm:**

A 24-year old female Township resident was arrested at M-36 & Chilson Road on a misdemeanor warrant for retail fraud out of Washtenaw County. She was lodged in the Washtenaw County Jail.

**03/24/19- 9:34pm:**

A 39-year old female Township resident was arrested at her residence for *Aggravated Domestic Violence*. She was lodged in the Livingston County Jail.

**03/26/19- 4:12pm:**

A 19-year old Township resident was arrested at his residence for *Domestic Violence-2<sup>nd</sup> Offense*. He was lodged in the Livingston County Jail.

**03/28/19- 4:12pm:**

A 19-year old male Township resident was arrested at his home for *Domestic Violence*. He was lodged in the Livingston County Jail.

**03/29/19- 10:00am:**

A 30-year old male Detroit resident was arrested at Forest Creek Court & Hall Road for *Fraud*, a misdemeanor warrant out of Farmington Hills for *Public Peace Violation* and a felony warrant for a *Weapons Offense* out of Wayne County. He was turned over to the Farmington Hills Police Department on their warrant pending further investigation into the fraud incident.

### **General Police information:**

**Marine Patrol:**

The police boat has been taken out of service and winterized/stored. An 81-year old female Township resident drowned in Whitewood Lake on March 28, 2019.

**Lakeland Trail Patrol:**

Regular patrols on the Lakelands Trail ceased for the winter season in November.

**Road Patrol Vehicles:**

All road patrol vehicles are in working order.

**Red Barrel:**

44 pounds of prescription drugs were removed from the Red Barrel in front of the police station on March 25, 2019.

# LIVINGSTON COUNTY 911

## Events by Nature Code by Agency

Agency: HATP, Event date/Time range: 03/01/2019 00:00:00 - 03/31/2019 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
HATP	911 HANG UP	0	0	5	5	0%	0:03:02	0:05:51	0:12:23	1:46:24	0:21:11
	ABANDONED VEHICLE	0	4	0	4	0%	0:00:01	0:00:00	0:12:05	0:48:24	0:12:06
	ALARM	0	0	17	17	1%	0:03:12	0:06:10	0:10:16	4:44:48	0:16:44
	ANIMAL COMPLAINT	0	2	17	19	1%	0:03:58	0:21:49	0:19:30	12:33:58	0:39:44
	AREA CHECK	0	352	0	352	22%	0:00:01	0:13:42	0:02:15	13:43:51	0:02:22
	ASSAULT IN PROGRESS	0	0	1	1	0%	0:03:32	0:07:06	3:17:09	3:27:47	3:27:47
	ASSAULT REPORT ONLY	0	0	1	1	0%	0:08:15	0:03:35	4:09:58	4:21:48	4:21:48
	ASSIST EMS	0	0	64	64	4%	0:00:45	0:07:11	0:15:52	6:03:47	0:05:44
	ASSIST FIRE DEPARTMENT	0	0	8	8	1%	0:00:57	0:05:38	0:09:57	0:41:11	0:05:06
	ASSIST OTHER AGENCY	0	2	5	7	0%	0:00:00	0:18:41	1:21:01	10:04:56	1:26:22
	ATV COMPLAINT	0	0	1	1	0%	0:04:38	0:07:55	0:03:49	0:16:23	0:16:23
	BREATHING PROBLEM	0	0	1	1	0%	0:01:05	0:00:00	0:00:00	0:01:15	0:01:15
	BUILDING/PROPERTY/VACATION CHK	0	67	0	67	4%	0:00:01	0:00:00	0:04:06	4:36:18	0:04:06
	CITIZEN ASSIST	0	7	8	15	1%	0:03:32	0:05:38	0:15:08	5:15:17	0:21:06
	CIVIL COMPLAINT	0	3	1	4	0%	0:02:33	0:06:59	0:11:51	1:06:29	0:16:33
	CO ALARM/ OR INVESTIGATION	0	0	1	1	0%	0:00:29	0:00:00	0:00:00	0:01:04	0:01:04
	COMMUNITY POLICING	0	7	0	7	0%	0:00:01	0:00:00	0:34:06	3:58:46	0:34:06
	CONSERVATION LAWS	0	2	1	3	0%	0:00:43	0:16:43	0:09:15	0:45:13	0:15:06
	DHS REFERRALS	0	1	3	4	0%	0:18:13	0:03:43	1:11:35	6:10:22	1:32:33
	DIABETIC PROBLEM	0	0	1	1	0%	0:00:02	0:00:00	0:00:00	0:00:23	0:00:23
	DISTURBANCE/TROUBLE	0	0	3	3	0%	0:02:54	0:05:16	0:22:10	1:31:02	0:30:22
	DOMESTIC PHYSICAL IN PROGRESS	0	0	5	5	0%	0:02:15	0:06:42	1:45:13	7:36:55	1:31:22
	DOMESTIC VERBAL	0	0	6	6	0%	0:02:51	0:07:54	0:45:11	5:35:41	0:55:51

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DROWNING - OPEN WATER	0	0	1	1	0%	0:01:26	0:06:18	1:10:58	1:18:42	1:18:42
	FALL	0	0	1	1	0%	0:00:38	0:00:00	0:00:00	0:00:55	0:00:55
	FALL PRIORITY 3	0	0	1	1	0%	0:00:24	0:00:00	0:00:00	0:00:31	0:00:31
	FINGERPRINTS	0	1	0	1	0%	0:00:01	0:00:00	0:00:50	0:00:51	0:00:51
	FOLLOW UP	0	16	1	17	1%	0:00:01	0:08:59	0:21:18	7:17:16	0:25:44
	FOOT PATROL	0	8	0	8	1%	0:00:01	0:00:00	0:14:15	1:54:05	0:14:15
	FRAUD	0	5	1	6	0%	0:00:48	0:02:20	0:55:46	5:39:23	0:56:39
	GENERAL NON CRIMINAL	0	6	0	6	0%	0:00:01	0:00:00	0:14:21	1:26:14	0:14:21
	HAZARD	0	0	3	3	0%	0:02:01	0:05:36	0:10:05	1:59:12	0:39:44
	HIT AND RUN ACCIDENT	0	0	1	1	0%	0:00:00	0:10:04	0:04:14	0:14:19	0:14:19
	INFO- GENERAL	0	17	2	19	1%	0:00:43	0:00:00	0:16:42	4:51:42	0:15:22
	INTIMIDATION THREATS HARASSMEN	0	0	3	3	0%	0:02:24	0:02:58	0:30:06	1:48:22	0:36:06
	LARCENY	0	0	3	3	0%	0:03:13	0:12:22	1:31:48	5:22:11	1:47:22
	LIQUOR INVESTIGATION	0	1	0	1	0%	0:00:01	0:00:00	0:21:09	0:21:10	0:21:10
	LOCKOUT	0	0	4	4	0%	0:02:13	0:12:20	0:21:42	2:25:02	0:36:11
	LOST/FOUND PROPERTY	0	4	1	5	0%	0:04:41	0:00:00	0:16:10	1:23:17	0:16:33
	LOUD PARTY	0	0	1	1	0%	0:03:36	0:04:39	0:05:55	0:14:10	0:14:10
	MDOP	0	0	3	3	0%	0:04:30	0:07:11	0:12:04	1:11:18	0:23:44
	MEETINGS	0	6	0	6	0%	0:00:01	0:00:05	2:59:50	17:59:30	2:59:50
	MENTAL/CMH/PSYCH	0	0	4	4	0%	0:03:09	0:08:10	0:43:17	3:38:27	0:54:33
	MESSAGE DELIVERY	0	0	2	2	0%	0:04:59	0:13:07	0:17:35	1:11:22	0:35:44
	MISSING PERSON/RUN-A-WAY	0	0	1	1	0%	0:06:56	0:07:02	0:53:59	1:07:58	1:07:58
	MOTORIST ASSIST	0	7	1	8	1%	0:01:02	0:17:24	0:07:18	1:21:05	0:10:00
	NOISE COMPLAINTS	0	0	1	1	0%	0:03:58	0:05:28	0:16:02	0:25:28	0:25:28
	OVERDOSE/INGESTION	0	0	2	2	0%	0:00:24	0:07:10	0:21:13	0:50:01	0:25:00
	PATROL INFORMATION	0	0	9	9	1%	0:03:30	0:05:36	0:02:44	1:33:23	0:10:22
	PBT REQUEST	0	0	2	2	0%	0:26:13	0:08:52	0:11:56	0:47:05	0:23:33

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	PDA	0	2	17	19	1%	0:06:17	0:07:41	0:28:19	12:05:56	0:38:1
	PERSON LOCKED IN A VEHICLE	0	0	1	1	0%	0:00:53	0:07:23	0:09:03	0:17:20	0:17:2
	PERSONAL INJURY ACCIDENT	0	0	3	3	0%	0:02:32	0:02:23	1:21:09	2:52:11	0:57:2
	PRISONER TRANSPORT	0	0	4	4	0%	0:06:35	0:28:10	1:13:21	7:12:29	1:48:0
	PUBLIC SERVICE	0	0	4	4	0%	0:07:06	0:06:50	0:37:24	3:25:21	0:51:2
	REPO INFO	0	0	2	2	0%	0:02:07	0:22:42	0:00:08	0:49:55	0:24:5
	SEX OFFENDER	0	2	0	2	0%	0:00:01	0:03:26	0:07:59	0:19:26	0:09:4
	SICK PERSON	0	0	2	2	0%	0:00:35	0:00:00	0:00:00	0:01:53	0:00:5
	SICK PERSON PRIORITY 3	0	0	1	1	0%	0:00:10	0:00:00	0:00:00	0:00:18	0:00:1
	SUBDIVISION PATROL	0	483	0	483	30%	0:00:01	0:00:00	0:04:19	34:51:41	0:04:2
	SUBPOENA SERVICE	0	4	0	4	0%	0:00:01	0:07:40	0:04:42	0:49:36	0:12:2
	SUICIDAL SUBJECT	0	0	1	1	0%	0:00:00	0:00:00	0:00:00	1:00:10	1:00:1
	SUSPICIOUS PERSON	0	3	2	5	0%	0:02:19	0:06:04	0:09:30	1:06:37	0:13:1
	SUSPICIOUS SITUATION	0	5	7	12	1%	0:03:35	0:08:41	0:27:11	7:04:32	0:35:2
	SUSPICIOUS VEHICLE	0	13	7	20	1%	0:02:12	0:08:00	0:28:31	9:54:10	0:29:4
	TRAFFIC DETAIL	0	116	0	116	7%	0:00:01	0:00:00	0:23:28	45:25:02	0:23:3
	TRAFFIC STOP	0	177	0	177	11%	0:00:01	0:00:00	0:11:25	33:43:49	0:11:2
	TRAFFIC VIO/ARREST	0	3	1	4	0%	0:03:39	0:02:36	1:27:28	5:56:10	1:29:0
	TRAUMATIC INJURY SPECIFIC	0	0	2	2	0%	0:02:48	0:00:00	0:00:00	0:06:13	0:03:0
	TRESSPASSING, LOITERING	0	0	3	3	0%	0:07:58	0:14:13	0:11:52	1:20:38	0:26:5
	UNKNOWN ACCIDENT	0	0	1	1	0%	0:02:17	0:03:20	0:04:05	0:09:42	0:09:4
	VIN INSPECTION	0	0	1	1	0%	0:00:34	0:00:09	0:00:19	0:01:02	0:01:0
	WAR ATT/SEARCH	0	3	0	3	0%	0:00:01	0:02:49	1:40:36	3:40:13	1:13:2
	WATER RESCUE INCIDENTS	0	0	1	1	0%	0:00:00	0:08:39	0:42:48	0:51:27	0:51:2
	WELFARE CHECK	0	2	4	6	0%	0:04:23	0:05:39	0:18:12	2:45:12	0:27:3
	WIRES DOWN	0	0	1	1	0%	0:00:34	0:14:39	0:04:19	0:19:33	0:19:3

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
Subtotals for No Summary Code		0	1331	262	1593	100%	0:02:44	0:08:19	0:34:29	337:45:37	0:36:4
Subtotals for HATP		0	1331	262	1593	100%	0:02:44	0:08:19	0:34:29	337:45:37	0:36:4



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## EXCERPT FROM HAMBURG TOWNSHIP MUNICIPAL UTILITIES COMMITTEE MEETING MINUTES

To the attention of: Patrick J. Hohl, Supervisor  
Hamburg Township Board of Trustees

Re: **DPW Monthly Report – March 2019 Statistics**

Please be apprised of this excerpt from the Unapproved Approved Minutes of the Meeting of the Hamburg Township Sewer Committee:

Date of Meeting: April 10<sup>th</sup>, 2019

Sewer Committee Members Present: Hohl, Hahn, Koebler

Sewer Committee Members Absent: None

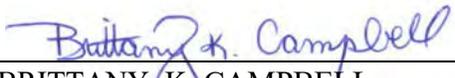
Text of Motion: MOTION BY HOHL, SUPPORTED BY HAHN TO NOTE THE DPW MONTHLY REPORT AS RECEIVED AND TO BE FILED AND TO ALSO FORWARD A COPY TO THE TOWNSHIP BOARD AS AN AGENDA ITEM FOR THEIR REVIEW.

Ayes: Hohl, Hahn, Koebler      Absent: None      Nays: None

MOTION CARRIED.

State of Michigan }  
County of Livingston }  
Township of Hamburg }

I, BRITTANY K. CAMPBELL, Hamburg Township Utilities Coordinator and recording secretary to the Municipal Utilities Committee, do hereby certify that the foregoing is a true and correct excerpt of the Minutes of the aforementioned Regular/~~Special~~ Meeting of the Hamburg Township Municipal Utilities Committee.

 Date: April 10<sup>th</sup>, 2019  
BRITTANY K. CAMPBELL  
HAMBURG TOWNSHIP UTILITIES COORDINATOR



10405 Merrill Road ♦ P.O. Box 157  
Hamburg, MI 48139  
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To: Municipal Utilities Committee  
From: Tony Randazzo  
Date: 04-03-2019  
Re: DPW Monthly Report

- 
1. The wastewater treatment plant was in compliance for the entire month of March.
  2. Sodium testing has been put on hold until we hire another part time worker.
  3. The DEQ has not provided any feedback on our permit yet.
  4. Biotech has completed the spring sludge haul.

**HAMBURG TOWNSHIP DPW ACTIVITY TRACKING CHART 2018 VERSES 2019**

DPW Activities	Jan-18	Jan-19	Feb-18	Feb-19	Mar-18	Mar-19	Apr-18	Apr-19	May-18	May-19	Jun-18	Jun-19	Jul-18	Jul-19	Aug-18	Aug-19	Sep-18	Sep-19	Oct-18	Oct-19	Nov-18	Nov-19	Dec-18	Dec-19	Year End Total 18	Year End Total 19
	Grinder Calls	53	34	33	35	36	35	43		54		48		43		52		52		47		38		27		526
Grinder Replacements	44	26	23	22	31	28	37		48		40		34		42		39		32		37		22		429	76
Grinder Repairs	56	31	27	36	35	27	41		42		42		39		52		39		41		32		26		472	94
Hiland-other repair	4	8	6	6	11	4	7		20		8		11		9		7		16		3		15		117	18
Grinder Star - Ups	2	2	1	3	4	3	2		4		2		1		1		4		3		2		2		28	8
Grinder Deact.	1	1	0	0	0	0	0		0		0		0		0		0		1		0		0		2	1
Sewer Repairs	0	0	0	1	0	0	0		0		1		1		0		0		0		0		0		2	1
WWTP Alarms	2	0	6	5	5	2	25		22		13		10		9		11		8		7		2		127	7
Hamburg Road Lift	2	1	4	2	2	1	2		2		2		5		1		3		1		2		1		15	4
Winans Road Lift	2	1	4	2	3	1	2		2		4		4		2		5		2		2		1		33	4
KESS RD. Lift	2	3	4	2	2	1	2		1		5		1		1		3		2		2		0		25	6
Ore Station Alarms	2	3	5	2	5	1	9		7		7		14		3		3		1		2		1		59	6
School Alarms	2	1	0	2	1	0	1		2		3		2		1		4		0		0		0		16	3
Grinder Reacts	1	0	1	0	1	1	1		1		0		2		0		1		0		1		1		10	1
Rustic Station	1	0	4	1	2	1	3		6		4		2		1		2		2		2		0		29	2
Medical Center	3	0	2	4	1	1	2		2		2		4		1		4		1		2		1		25	5
Miss Dig Stakings	63	92	130	60	175	70	220		275		350		410		430		320		250		210		172		3005	222
Grinders in stock	70-4	35-3	67-4	31-3	62-4	29-3	61-3		56-3		53-3		52-3		49-3		44-4		18-4		39-3		37-3			
Chilson Commons	1	1	2	2	1	1	2		2		1		2		1		2		0		2		1		17	4
Overtime call outs	31	13	17	17	14	17	25		32		21		24		34		33		31		23		23		308	47
PLANT -EFF./MO.	9.1	8.7	8.3	8.3	8.8	8.2	8.7		9.8		9.2		9.2		8.7		8.8		8.6		8.4		9.1		107	25
AVE. DAILY / MG	0.26	0.29	0.29	0.29	0.28	0.29	0.29		0.33		0.32		0.31		0.29		0.31		0.29		0.29		0.29			1
MAX. DAILY MG.	0.32	0.31	0.31	0.33	0.34	0.31	0.34		0.41		0.33		0.31		0.32		0.33		0.32		0.31		0.32			1
PLANT- INF/ MO.	8.4	9	9	8.5	9.3	8.6	9.2		10.4		9.9		9.9		9.2		9.7		9.6		9.4		9.5		114	26
AVE. DAILY /MG	0.32	0.3	0.32	0.3	0.30	0.31	0.31		0.34		0.34		0.31		0.31		0.32		0.33		0.31		0.32			1
MAX. DAILY MG.	0.36	0.34	0.34	0.38	0.34	0.36	0.37		0.47		0.33		0.35		0.33		0.32		0.32		0.34		0.34			1



## **ZONING BOARD OF APPEALS**

At the **February 13, 2019** hearing the ZBA considered the following variance request:

### **ZBA 2019-001**

Applicant: Stephen and Deborah Nash  
Location: Downing Drive  
Hamburg MI 48139  
Parcel ID: 15-28-402-010  
Parcel owner: Greg and Kimberly Attwood  
Request: Appeal of Zoning Administrator's issuance of land use permit 18-0584 that would permit the installation of 70 linear feet of a six-foot tall fence at parcel 15-28-402-010.

The ZBA denied the applicant's appeal, 5-0.

At the **March 13, 2019** hearing the ZBA considered the following variance requests:

### **ZBA 2019-002**

Applicant: Stephen and Crystal Shuster  
Location: Vacant on Kice Drive  
Pinckney MI 48169  
Parcel ID: 15-07-300-071  
Request: Variance request to construct a 3,578-square foot dwelling with a 1,139-square foot attached garage. The dwelling will have a 27-foot setback from a regulated wetland and the garage will have a 45-foot setback from a regulated wetland (50-foot setback from a regulated wetland required, Section 9.9.3.B.).

Tabled to allow the applicants additional time to revise their site plan.

### **ZBA 2019-003**

Applicant: Joan Fitzgibbon  
Location: 3574 Windwheel Pointe  
Pinckney MI 48169  
Parcel ID: 15-32-102-040  
Request: Variance request to construct a 336-square foot enclosed sunroom over an existing patio. The sunroom will have an 8-foot west rear yard setback (30-foot rear yard setback required, Section 7.6.1.).

The ZBA approved the applicant's request, 5-0.

At the **April 10, 2019** hearing the ZBA considered the following variance request:

### **ZBA 2019-0004**

Owner: James and Jennifer Gauntlett  
Location: 2105 Cardinal Court  
Pinckney MI 48169  
Parcel ID: 15-31-302-020

Request: Variance application to allow for the demolition of an existing dwelling and construction of a new 1,440 square foot single family dwelling with an attached two-car garage. The dwelling will have a 24-foot south front yard setback along Cardinal Court and a 16-foot west front yard setback along Algonquin Drive (25-foot front yard setback required, Section 7.6.1.fn4) and a 15-foot north rear yard setback (30-foot rear yard setback required, Section 7.6.1.).

The ZBA approved the applicant's request, 5-0.

## PLANNING COMMISSION

At the **February 20, 2019** public hearing the Planning Commission considered the following projects:

1. Special Use Permit and Site Plan Review applications (SUP and SPA 19-001) to consider allowing the outdoor use of the property at 5520 M-36 (TID#15-22-400-010) for training and outdoor event associated with commercial use of the property. The site plan review application also includes the demolition and replacement of the existing elevated deck and stairway off the rear of the structure and the existing fence around the property. The property is currently occupied by the offices for Stiggy's Dog's. This organization rescues and trains shelter dogs to be service dogs for military veterans living with posttraumatic stress disorder ("PTSD") or traumatic brain injury ("TBI").

The PC approved the special use permit 7-0 and minor site plan review 7-0.

2. Zoning Text Amendment to codify the Hamburg Township Zoning Ordinance to include zoning text amendments adopted between May 6, 2009 and December 31, 2018 and to make administrative changes to correct for clerical errors.

The PC recommended approval of the codification of the Zoning Ordinance.

The annual Township Board, Planning Commission, Zoning Board of Appeals, and Parks and Recreation Committee was held on Wednesday, **February 27** at 7:00 pm.

At the **February 28, 2019** public hearing the Planning Commission considered the following project:

1. COPUD 19-001: Public hearing for preliminary site plan review for a commercial planned unit development to allow a senior housing development of the property at 4715-25-100-105 (6.5 Acres). The property is currently accessed off the end of Veterans Memorial Drive on the east side of the roadway. This senior housing development proposes a mix of independent living, assisted living, and memory care units.

The PC recommended approval to the Township Board of the preliminary site plan approval. The Township Board approved the preliminary site plan approval on March 5, 2019.

There was no March, 2019 PC meeting for lack of agenda.

On **April 8, 2019** the Planning Commission considered the following project:

1. COPUD 19-001: Final site plan review for a commercial planned unit development to allow a senior housing development of the property at 4715-25-100-105 (6.5 Acres). The property is currently accessed off the end of Veterans Memorial Drive on the east side of the roadway. This senior housing development proposes a mix of independent living, assisted living, and memory care units.

The PC recommended approval to the Township Board of the final site plan approval.

P.O. Box 157  
10405 Merrill Road  
Hamburg, Michigan 48139-0157

(810) 231-1000 Office  
(810) 231-4295 Fax



**Supervisor:** Pat Hohl  
**Clerk:** Mike Dolan  
**Treasurer:** Jason Negri  
**Trustees:** Bill Hahn  
Annette Koeble  
Chuck Menzies  
Jim Neilson

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**HAMBURG TOWNSHIP BOARD OF TRUSTEES, ZONING  
BOARD OF APPEALS, PLANNING COMMISSION, PARKS  
AND RECREATION  
Special Joint Meeting  
Hamburg Township Hall Board Room  
Wednesday, February 27, 2019  
7:00 p.m.**

**1. Call to Order**

Supervisor Hohl called the meeting to order at 7:00 p.m.

**2. Pledge to the Flag**

**3. Roll Call of the Board**

**Hamburg Township Board**

Present: Supervisor Hohl, Dolan (also on Parks & Recreation), Negri, Koeble (also on Parks & Recreation and Planning Commission), and Neilson (also on the Zoning Board of Appeals).

Absent: Hahn, Menzies (also on the Planning Commission.)

**Planning Commission**

Present - Leabu, Goetz, Muir, Priebe (also on Zoning Board of Appeals), Muck, Hamlin, Koeble (Trustee on the Township Board and on Parks & Recreation)

Absent: None

**Zoning Board of Appeals**

Present: Chairman Priebe (also on Planning Commission), Watson, Neilson (Trustee on the Hamburg Township Board), Bohn

Absent: Auxier (also on Parks & Recreation)

**Parks & Recreation**

Present: Dolan (Hamburg Township Clerk), Koeble (Trustee on the Hamburg Township Board and on Planning Commission), Muck

Absent: Auxier (also on ZBA)

Also Present: Amy Steffens, Planning Commission and Zoning Board of Appeals Administrator; Scott Pacheco, Township Planner; Deby Henneman, Parks Coordinator; Brittany Stein, Zoning Department Coordinator; Bill Anderson, Livingston County Planning Commissioner; Kathleen Kline-Hudson, Livingston County Planning; Brenda Richardson, Township Videographer

**4. Call to the Public**

Brenda Richardson, 1658 Sandy Shore Dr, Township Videographer for the joint meeting, discusses how to use the microphones in the room to produce good audio levels for the live streaming and video recording of the meeting.

**5. Correspondence**

There was no correspondence presented.

6. Approval of Agenda

Motion by Dolan, second by Neilson, to approve the Agenda as presented.

Voice Vote: AYES – 5, ABSENT – 2 (Hahn, Menzies)

MOTION CARRIED

7. Current Business

A. Kathleen Kline-Hudson, Livingston County Planning, presentation of Livingston County Master Plan Update

Kline-Hudson presented and handed out a summary of the Livingston County Master Plan that was adopted in October of 2018. This summary includes the Vision Plan as well as Current Trends with the “Best Practices” of how to support the trend. A collection of Planning & Zoning ideas that they hope each one of the local communities will look at and incorporate. To make this inclusion easier the 2018 Livingston County Master Plan includes links within it that will assist in language and ideas. Kline-Hudson is looking forward to serving as a member on the committee for our own Master Plan. She also informed the group about the Press Release that was handed out at the table for the 30 Day public review and comment on the Livingston County Parks & Open Space Plan.

B. Parks and Recreation Committee Parks Master Plan update

Henneman reviewed the Parks & Recreation Master Design Plan that included many new projects. Some of these being walking trails in East Park, completion of trails in West Park, baseball diamond irrigation, ADA bathrooms, a pickleball court, updated playgrounds and a new tot lot, additional parking, phase two of the adult workout area, and the addition of a picnic area. Henneman also informed about the progress and next steps of the General Ordinance Project which is moving right along and will soon be ready for codification.

C. Planning and Zoning Department 2018 year in review

Steffens reviewed her 2018 Annual Report for the Planning Commission, Zoning Board of Appeals, and the Planning & Zoning Department. Starting with the Planning Commission, Steffens stated that they had three special meetings and eight regular meetings presenting a chart showing a brief description of those meetings and what the results were. She also went over the 2018 Floodplain Activity and asked that the township direct the staff to research the necessity and impact of adopting a “cumulative value” ordinance into the floodplain regulations. Steffens went over CRS (community rating system) and that FEMA has scheduled our audit for April 9, 2019. Steffens stated that staff processed 8 lot combinations, 2 land divisions, and 6 boundary adjustments.

Stein then went over the Zoning Board of Appeals functions and stated that the ZBA considered 12 variances in 2018, of those 12 variances that were heard by the ZBA, 10 were approved, and 2 were denied. Those variances were presented in the packet. Stein also covered Land Use Permits stating the process used to issue a Land Use Permit and showed a chart showing that in 2018, 586 Land Use permits were issued. Stein stated that the township received 26 permits issued by the DEQ for projects. Stein also went over the training and professional activities that the staff participated in throughout 2018 and touched on training opportunities for 2019.

D. 2018 Code Enforcement year in review

Steffens discussed the 2018 Code Enforcement introducing Code Enforcement Officer Mike Sumeracki and his theory to approaching Code Enforcement, the “Broken Windows Theory”, if you take care of the small things then the big things don’t become so big. In 2018, we received 181 new complaint cases, with 150 of those being closed in 2018. The largest number of complaints in 2018 was blight. She also discussed the Code Enforcement Goals for 2019.

E. Zoning Amendments 2018-2019

Pacheco reviewed Zoning Text Amendments (ZTAs) of 2018 and upcoming Zoning Text Amendments for 2019 including fence revisions, wireless revisions, planned unit development (PUD) revisions, wind and solar farms, senior housing ordinance (overlay district), short term rental use, tiny houses, village center zoning district revisions, collection drop boxes, public hearing notification requirements, and expansion of non-conforming structures. Pacheco also stated that the staff is cleaning up the General Ordinances working toward the codification of the Township Municipal Code.

Motion by Hohl, second by Neilson, to direct the Zoning Department to prioritize a list including the following: an amendment to the fence ordinance (eliminating the back yard fence), revisions to the wireless ordinance, revisions to the PUD development including but not limited to specific definitions of exemplary projects, specific schedules for density bonuses, and to consider home and lot size and cottage home construction oriented to empty nesters. Not to make a priority of solar and wind farm ZTAs. To proceed with discretion on a senior housing overlay district. And to bring back to the Board for approval a revision of the 2015 proposal for short term rentals, provide proposals for tiny housing, village center district revisions that will enhance development in the village center district specific to development in close proximity to historic village, collection drop boxes, on-site public notice to include administrative function, eliminate unintended consequences of Section 11.3.1, which have negative impact on applicants while maintaining integrity of district, and amendment to the Accessory Dwelling Unit (ADU) ordinance to allow ADUs on riparian lots.

Voice Vote: AYES: 5, ABSENT: 2

MOTION CARRIED

F. 2020 Master Plan Update Timeline and Process

Pacheco reviewed the 2020 Master Plan Update. Stating that they are looking at a September 2019 approval date.

8. Call to the Public

A call was made with no response.

9. Zoning Board of Appeals Comments

None.

10. Adjournment

Motion by Bohn, second by Watson, to adjourn meeting.

Voice Vote: AYES: 4, ABSENT: 1

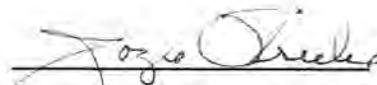
MOTION CARRIED

Meeting adjourned at 9:23 p.m.

Respectfully submitted,



Courtney L. Paton  
Recording Secretary



Joyce Priebe, Chair  
Zoning Board of Appeals

P.O. Box 157  
10405 Merrill Road  
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Jim Neilson

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**Hamburg Township  
Zoning Board of Appeals Minutes  
Hamburg Township Board Room  
Wednesday, March 13, 2019 Minutes  
7:00 P.M.**

**1. Call to order:**

The meeting was called to order by Chairperson Priebe at 7:00 p.m.

**2. Pledge to the Flag:**

**3. Roll call of the Board:**

Present: Auxier, Bohn, Neilson, Priebe, & Watson,

Absent: None

Also Present: Amy Steffens, Planning & Zoning Administrator & Brittney Stein, Zoning Coordinator

**4. Correspondence:** None

**5. Approval of Agenda:**

Motion by Auxier, supported by Watson

To approve the agenda as presented

Voice vote: Ayes: 5 Nays: 0 Absent: 0 MOTION CARRIED

**6. Call to the public:**

Chairperson Priebe opened the hearing to the public for any item not on the agenda. There was no response. The call was closed.

**7. Variance requests:**

ZBA 2019-002

Applicant: Stephen and Crystal Shuster

Location: Vacant on Kice Drive Pinckney MI 48169

Parcel ID: 15-07-300-071

Request: Variance request to construct a 3,578-square foot dwelling with a 1,139- square foot attached garage. The dwelling will have a 27-foot setback from a regulated wetland and the garage will have a 45-foot setback from a regulated wetland (50-foot setback from a regulated wetland required, Section 9.9.3.B.).

Mr. Stephen Shuster, applicant, stated that they purchased the property on a land contract approximately 2 years ago. They had the ASTI survey done to determine the wetlands. They hired Boss Engineering, and they are the ones that placed the footprint of the house on the knoll, which is the high area at the center of the lot. It is also the cleared area. There is a significant amount of trees along the road frontage that they would like to keep. The knoll also allows them to do the walk out. They are not looking to change the wetland outline at all. What is not

showing on the plan is the potential for a retaining wall to keep the fill from going into the wetland. At first it would be a temporary wall during construction then a permanent wall after construction. They do not want to touch the wetlands at all.

Brittney Stein, Zoning Coordinator, stated that the subject site is a four (4) acre parcel that fronts onto Kice Drive to the east, Putnam Township Rural Residential Zoning District is to the west, and single-family dwellings are located to the north, south, east and west of the site. The site is currently vacant, and there are wetlands on the north and the south sides of the property. A Wetland Delineation Report has been submitted to Hamburg Township. The Report indicates Wetland A (north pocket) is 0.60 acres in size, while Wetland B (south area) is 0.81 acres in size. Any wetlands which are greater than five acres in size are regulated by the Michigan Department of Environmental Quality (MDEQ). The wetland to the south is part of the Hay Creek wetlands. An email was sent to Jeff Pierce with the MDEQ, who confirmed there would not be a direct impact to the wetlands. Therefore, they would not need a DEQ permit.

Stein discussed the Standards of Review. She stated that the 50-foot regulated wetland setback requirement applies to all residential properties in the Township. This parcel is unique as it has two wetland areas. The location of the wetlands with the 50-foot setback requirement on this parcel creates a smaller buildable area, which limits the location where the house could be located. However, in looking at the plans, they did determine that there is a compliant location for the home on the lot that would not require any variance. Staff created a revised site plan by moving the same size home only 80 feet forward towards the front property line. Also, in reviewing the elevation plan, it was noted that they are proposing a barricaded sliding door. This indicates the possibility of a future elevated deck. The elevated deck is not proposed at this time. In the location proposed by the applicant, any future addition, deck, etc. would also require a variance to the 50-foot wetland setback. The requested variance would permit construction of a new single family dwelling on a vacant lot within the required 50-foot wetlands setback. The size and placement of a new home, especially on larger lots, is based on personal preference. The site could accommodate a compliant location for the home which would meet the Zoning Ordinance without the need of a variance. The requested variance may be materially injurious to the property or the zone or district as the proposed home is nearer the wetlands than the 50-foot requirement. It may affect storm water events in the future. The subject site is in the North Hamburg planning area of the Master Plan. This area of the Township is largely in a natural state and contains large areas of woodlands, wetland and wildlife habitat. Future development of any kind in areas surrounding wetlands could significantly impact wetland resources. Therefore, developers and community leaders should evaluate viable alternatives to avoid the impact. Moving the house forward may not be as detrimental. The wetlands also contribute significantly to the aesthetic character of the community. As the Master Plan states, wetlands are undevelopable, the open areas should remain natural. The proposed request would adversely affect the purpose or objectives of the Master Plan. There is no condition or situation of the subject site that is not of so general or recurrent a nature that the proposed dwelling cannot comply with the 50-foot wetland setback requirement. The site could accommodate a compliant new dwelling unit. The wetlands setback applies to all properties in Hamburg Township. The use of the site is zoned for single-family residential and the requested variance would not change the use. The Applicant has created a practical difficulty where one does not exist. Moving the home's location would allow for the 50-foot wetland setback protection, the same size dwelling, future development without a variance, and no variance for the new home.

Member Bohn stated that the question regarding a future deck is a bit of concern. He further stated that with a 4.48 acre parcel, the intent is to have a natural look from all sides. If the home were to be moved forward, one of the impacts would be removal of some of those trees. The DEQ is taking a pass as far as any impacts on the State regulated wetlands. So, what we are talking about here is the buffer that we are imposing to maintain natural resources. He asked if there would be the ability in the future to split this parcel. If so, would the applicant agree to reasonable restrictions so that this would remain a single parcel.

Member Watson stated that he feels that with new construction, they should do everything they can to meet the ordinance without variance.

Member Auxier asked the relationship between the DEQ and the Township in terms of establishing setbacks from the wetlands. The DEQ has already said that this structure will not impact the wetlands, and they are the experts in the State when it comes to wetlands preservation. Stein stated that if the home was closer to the wetlands, they may have a concern. There is a difference between the DEQ's responsibility and the Township's responsibility. The Township is looking at it through a different lens.

Planning & Zoning Administrator Steffens determined that the property is not splittable.

Mr. Shuster stated that they would have to kill a significant number of trees in order to move the house forward, possibly dozens. He stated that there is a very large, old tree that would have to be removed. On their plan, they have laid out the driveway so as to not impact the root system of that tree. The .61 acre wetland to the north is a seasonal wetland. It is still a wetland, but during the summer months, it is just like walking through the woods. Mrs. Shuster stated that they did not realize that it was wetland when they purchased the property. It is regulated because it is within 500 feet of the Hay Creek wetlands.

Member Bohn asked that the future deck use be addressed. Mr. Shuster stated that this is a 3 year process for them. Mrs. Shuster presented a revised plan that would keep them further from the road, preserve the trees and have minimal impact on the setback. It was stated that with the new plan, the house is outside the 50 foot setback and allow them to build the deck at a future date. Mr. Shuster stated that they would need a variance to build the retaining wall. Mrs. Shuster stated they do not yet have an elevation plan. Further discussion was held on the location of the retaining wall. It was stated that if you had to do a retaining wall within the wetland setback, it would require a variance, but one with a lot less impact. Stein stated that a retaining wall does meet the definition of development and would need a variance depending on the location. Steffens stated that there is a provision within our ordinance that allows for an administrative review of any wetland development. She further stated that the intent of the ordinance is to protect the wetlands. If a retaining wall would provide protection of the wetlands, it would not be unreasonable to direct staff to work with the applicant and administratively review a retaining wall into the wetlands at the time the wall is required.

Chairperson Priebe opened the hearing.

James Nowacki, owner of the property to the south of the subject property, stated that he has talked to the Shusters. It looks like a beautiful house that they are planning. He stated that he has lived there approximately 20 years, and feels that what they are proposing is great. It is a tough property to build on because of the wetlands, but they have done their homework.

Chairperson Priebe stated that we received two letters. John and Amy Banfield are in support, and Herbert and Diane Park are opposed.

There being no further comment, Chairperson Priebe closed the public hearing.

Member Auxier reviewed the request. He stated that the applicant is proposing to change their plans for the home, which would not require a variance. However, we need to direct the staff to work with the applicant administratively to help preserve the wetlands through the use of a retaining wall.

Motion by Priebe, supported by Bohn

To table variance application ZBA 19-002 at vacant property on Kice Drive (TID 15-07-300- 071) to allow the applicant and staff to work together for a revised plan and relocation of the house to meet the setbacks and review the provisions of the ordinance to determine, if a retaining wall is needed, and if its placement meets the spirit of the ordinance, that it be approved administratively

Steffens stated that if the new site plan meets the 50 foot setback from the wetlands and there is not a problem with the retaining wall, then we can issue the land use permit without the need to come back to the ZBA. It would be in the best interest of the applicant to withdraw their application at that time.

Voice vote: Ayes: 5 Nays: 0 Absent: 0 MOTION CARRIED

ZBA 2019-003

Applicant: Joan Fitzgibbon

Location: 3574 Windwheel Pointe Pinckney MI 48169

Parcel ID: 15-32-102-040

Request: Variance request to construct a 336-square foot enclosed sunroom over an existing patio. The sunroom will have an 8-foot west rear yard setback (30-foot rear yard setback required, Section 7.6.1.).

Mr. Chris Childs of Tri-County Builder, representing the applicant, stated that the homeowners are excited to do a remodel to their existing porch. They did have a covered porch in place. He stated that as far as the percentages, the impact and the LOMA, they do meet those requirements. They did get a Floodplain Certificate completed. They are at 33.35% with the structures and 36% of the impervious surfaces. He presented photos of the covered porch which has been partially removed. As far as impact on surrounding properties, there should be no further impact. They have four letters from the impacted property owners all stating that they are okay with the request.

Amy Steffens, Planning & Zoning Administrator, stated that the subject site is an 8,146-square foot parcel improved with a 2,280-square foot dwelling, including the attached 616-square foot garage. The site fronts onto Windwheel Pointe to the east; Whitewood Lake is to the west, and single-family dwellings are to the north and south. If approved, the variance request would allow for the construction of a 336-square foot enclosed sunroom over an existing raised patio at the rear of the house. The sunroom would have an eight-foot west rear yard setback where a 30-foot rear yard setback would be required per Section 7.6.1. Whenever there is an issue within the floodplain, staff addresses this issue within its staff report. We have received a LOMA which removes the existing structure from FEMA's flood hazard area. We have sent that to the DEQ, and we are looking to see if they have authority over this floodplain area. They do not have authority over every floodplain, but we always want them to tell us yes or no. DEQ has asked for an elevation certificate to ensure that the LOMA was issued for the elevations as they are now and they are current grades so that we know that the house is out of the floodplain. She reviewed the seven findings of fact. The subject site is a typical waterfront lot located within a platted subdivision; the plat indicates the lot runs to the water's edge. The applicant believes that because the plat specifies that the lot runs to the water's edge, the rear yard setback from the property boundary would not apply. However, the ZBA and previous Zoning Administrators have used the platted line. If the Township would like to make the determination that we use the rear yard setback differently, staff simply needs that direction. But for the current project, we are using the platted lot line. If approved, the sunroom would encroach farther into the rear yard than surrounding properties. The ZBA can also take into consideration that the edge of water is approximately 20 feet from the rear lot line and could mitigate the impact of having a covered structure there. Property rights are not advanced based on a single proposed site plan or architectural design. The property is currently zoned, developed, and used for residential purposes, and complying with the required setbacks would not deny the property's continued residential and riparian uses. Given the way the site was developed, the site cannot accommodate any further development to the rear of the dwelling without the granting of a variance. However, there is room on the front for additional enclosed living space. The way the property was developed does not leave any room on the water side for a compliant structure. You can look at the 20 feet between the water and the property line as way to mitigate the impact of the enclosed space. The subject site is located in the North Chain of Lakes planning area of the Township's Master Plan, and the proposed project does not impact the Master Plan. This is a situation of the subject site that is not of a recurrent nature. A setback from the rear property boundary line applies to all development on every parcel in Hamburg Township. The platted lot line is used to determine only the setback line, not riparian rights or access or the land encompassed by property rights. You could also make the argument that there is not a condition like this parcel due to how the plat was originally noted. The property is currently used for single-family residential use, and the use will not change if the proposed variance request is granted. An enclosed sunroom that encroaches farther into the rear yard setback than the

adjacent properties is not the minimum necessary to permit reasonable use of the land. An unenclosed covered patio would be less impactful than an enclosed sunroom. However, the fact that the top of the water is about twenty feet from the property boundary could help mitigate any visual impact of the encroachment into the rear setback.

Discussion was held on where the ordinary high water mark is and the location of the permitted seawall. It was stated that it is 54 feet from the seawall to the back of the proposed sunroom.

Discussion was held on how the ordinary high water mark is determined. Steffens stated that the ordinance does allow us to look at the top of the water absent any other information.

Discussion was held on riparian rights. The question was asked who owns the property between the platted lot line and the ordinary high water mark. It was stated that there should be a conversation at a later date how staff would like to interpret that rear lot line. Discussion was held on some plats which designate that portion to be park. The proprietor did not intend for those lots to be waterfront where others did. It is not always clear on the plats, which is why the 30 foot setback has been used from the lot line. It was stated that this is something that the Township Board, Planning Commission and ZBA should review. Mr. Childs discussed how he was measuring from the permitted seawall and how he has determined setbacks in other situations on lake lots.

Member Auxier stated that his feeling is that if that portion between the platted lot and the water is not designated for some use, then we should be using the ordinary high water mark. And, we should be using it for this case. He discussed the two adjacent properties. Chairperson Priebe stated that we can take it into account, but as it is written, we need to use the property line.

Chairperson Priebe opened the hearing.

Nancy Cox of 3574 Windwheel Pointe stated when they started this project, they had no idea that they would be discussing variances and high water marks because there was an existing structure there. During the winter months, they could not use the roof and did not want to pull it off each year. That is what precipitated them wanting a three-season room. She thanked everyone for their time.

There being no further comment, Chairperson Priebe closed the public hearing.

Motion by Auxier, supported by Watson

Motion to approve variance application ZBA 19-003 at 3574 Windwheel Pointe to allow for the construction of a 336-square foot enclosed sunroom over an existing patio. The sunroom will have an 8-foot west rear yard setback (30-foot rear yard setback required, Section 7.6.1.). The variance does meet variance standards one through seven of Section 6.5. of the Township Ordinance and a practical difficulty does exist on the subject site when the strict compliance with the Zoning Ordinance standards are applied as discussed at tonight's hearing and as presented in the staff report. The Board directs staff to prepare a memorialization of the ZBA findings for the project.

Voice vote: Ayes: 5    Nays: 0    Absent: 0    MOTION CARRIED

## **8. New/Old business**

a) Approval of February 13, 2019 minutes

Motion by Auxier, supported by Neilson

To approve the February 13, 2019 minutes as written

Voice vote: Ayes: 4 Nays: 0 Absent: 0 Abstain: 1 MOTION CARRIED

Steffens stated that we will be having an April meeting.

**9. Adjournment**

Motion by Watson, supported by Bohn

To adjourn the meeting

Voice vote: Ayes: 5 Nays: 0 Absent: 0 MOTION CARRIED

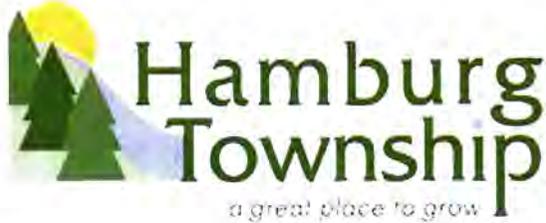
The meeting was adjourned at 8:11 p.m.

Respectfully submitted,

  
Julie C. Durkin  
Recording Secretary

The minutes were approved as presented/Corrected: 4-10-19

  
Chairperson Priebe



FAX 810-231-4295  
PHONE 810-231-1000

P.O. Box 157  
10405 Merrill Road  
Hamburg, Michigan 48139

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## ZONING BOARD OF APPEALS MEMORIALIZATION OF FINDINGS

March 13, 2019

### Approval of Variance 19-003

**PROJECT SITE:** 3574 Windwheel Pointe  
TID 15-32-102-040

**APPLICANT/OWNER:** Joan Fitzgibbon

### PART I – PROJECT DESCRIPTION

Variance request to construct a 336-square foot enclosed sunroom over an existing patio. The sunroom will have an 8-foot west rear yard setback (30-foot rear yard setback required, Section 7.6.1.).

### PART II– FINDINGS FOR APPROVAL

The Zoning Board of Appeals approves the project described above because the Board finds that the project complies with the applicable standards of the township ordinance including the applicable variance standards as follows:

#### Variance Standards

1. **That there are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not apply generally to other properties in the same district or zone.**

If approved, the sunroom would encroach farther into the rear yard than surrounding properties. The edge of water is approximately 20 feet from the rear lot line and could be considered an exceptional or extraordinary circumstance of the subject site that would mitigate the visual impact of the encroachment into the rear yard of the proposed sunroom.

2. **That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone and vicinity. The possibility of increased financial return shall not be deemed sufficient to warrant a variance.**

Given the way the site was developed, the site cannot accommodate any further development to the rear of the dwelling without the granting of a variance.

3. **That the granting of such variance or modification will not be materially detrimental to the public welfare or materially injurious to the property or improvements in such zone or district in which the property is located.**

See analysis under standards one and two.

4. **That the granting of such variance will not adversely affect the purpose or objectives of the master plan of the Township.**

The subject site is located in the North Chain of Lakes planning area of the township's Master Plan. This planning area is closely tied to lake waterfronts and envisions continued waterfront residential designation to minimize development pressure on the waterfronts.

5. **That the condition or situation of the specific piece of property, or the intended use of said property, for which the variance is sought, is not of so general or recurrent a nature.**

A setback from the rear property boundary line applies to all development on every parcel in Hamburg Township. The platted lot line is used to determine only the setback line, not riparian rights or access or the land encompassed by property rights.

6. **Granting the variance shall not permit the establishment with a district of any use which is not permitted by right within the district.**

The property is currently used for single-family residential use and the use will not change if the proposed variance request is granted.

7. **The requested variance is the minimum necessary to permit reasonable use of the land.**

The fact that the top of the water is about twenty feet from the property boundary could help mitigate any visual impact of the encroachment into the rear setback.

Approved by the Hamburg Township Zoning Board of Appeal at a regular meeting on March 13, 2019 by the following vote:

AYES:	BOARD MEMBERS:	Priebe, Watson, Neilson, Bohn, Auxier
NOES:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	



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10405 Merrill Road  
Hamburg, Michigan 48139

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**Planning Commission  
Hamburg Township  
10405 Merrill Rd., P.O. Box 157  
Hamburg Township, Michigan 48139  
February 20, 2019  
7:00p.m.**

**1. CALL TO ORDER:**

Present: Goetz, Hamlin, Koeble, Leabu, Muck, Muir & Priebe

Absent: None

Also Present: Amy Steffens, Planning & Zoning Administrator, Scott Pacheco, Planning & Zoning Director, and Brittney Stein, Zoning Coordinator

**2. PLEDGE TO THE FLAG:**

**3. APPROVAL OF THE AGENDA:**

Motion by Muir, supported by Priebe

To approve the agenda as presented

Voice vote: Ayes: 7                      Nays: 0                      Absent: 0                      MOTION CARRIED

**4. APPROVAL OF MINUTES:**

a. November 28, 2018 meeting minutes

Motion by Hamlin, supported by Koeble

To approve the November 28, 2018 meeting minutes as presented

Voice vote: Ayes: 7                      Nays: 0                      Absent: 0                      MOTION CARRIED

b. December 12, 2018 meeting minutes

Motion by Koeble, supported by Priebe

To approve the December 12, 2018 meeting minutes as presented

Voice vote: Ayes: 7                      Nays: 0                      Absent: 0                      MOTION CARRIED

c. December 19, 2018 meeting minutes

Motion by Hamlin, supported by Muir

To approve the December 19, 2018 meeting minutes as presented

Voice vote: Ayes: 7                      Nays: 0                      Absent: 0                      MOTION CARRIED

**5. CALL TO THE PUBLIC:**

Chairman Goetz opened the call to the public for any item not on the agenda. Hearing no public comment, the call was closed.

**6. OLD BUSINESS:**

**7. NEW BUSINESS:**

- a. Special Use Permit and Site Plan Review applications (SUP and SPA 19- 001) to consider allowing the outdoor use of the property at 5520 M-36 (TID#15-22-400-010) for training and outdoor event associated with commercial use of the property. The site plan review application also includes the demolition and replacement of the existing elevated deck and stairway off the rear of the structure and the existing fence around the property. The property is currently occupied by the offices for Stiggy's Dogs. This organization rescues and trains shelter dogs to be service dogs for military veterans living with posttraumatic stress disorder ("PTSD") or traumatic brain injury ("TBI").

Christine Myran, applicant, stated that Stiggy's Dogs purchased the building at the corner of M-36 & Petty's Road in June 2017. They rescue dogs from shelters and train them at prison facilities in Saginaw and Lapeer. They do not have any dogs at their facility. They remain at the prison until they pair them with a veteran who is suffering from PTSD or TBI. They will continue to train them together until they are a full fledge service dog, which takes six months to a year. They have been using the building as a training center 3-4 days per week and know that they need to have a special use permit in order to use the backyard for training. They would like to have a secure area while the dogs are training. Currently, the largest group that comes to the facility is 7-8 dogs at a time with trainers for a session that would last approximately 2 hours per day. They are a non-profit organization, and both the chain link and privacy fences have been donated. It has taken approximately six months to raise the funds for the special use permit.

Discussion was held on choosing a rescue dog. Myran stated that they do temperament testing and look for certain characteristics. About 20% of the dogs do not make it in the program past two weeks. There is about 350 hours of training, and even if they complete the training, they may not be fit to be service animals.

Chairman Goetz opened the call to the public. Hearing no public comment, the call was closed.

Scott Pacheco, Planning & Zoning Director, stated that this property is located in the Neighborhood Service zoning district. Under that zoning district, open air businesses are required to have a special use permit. This is to make sure that certain businesses work well together. This is a unique situation as this property stands alone. There is property adjacent in the Neighborhood Service District, but that property currently has a residential home on it and not being used for commercial purposes. The proposed improvements to the site include the replacement of the fence around the rear area, construction of a new 160 square foot shed and installation of a dog training course and replacement of the existing stairway to the second story. He stated that this use to be a Montessori school and they did have outdoor activity. This is somewhat less intensive than that use. There are some requirements of our zoning ordinance. Whenever you go through a site plan review or special use permit, we can bring the buildings up to current regulations. However, because of the location of the site and the parking, the greenbelt between the street and the building is very limited. It would be very hard to add any trees to this location. A buffer zone is required between commercial uses or commercially zoned properties. The closest neighboring structure is a residential use, although it is zoned commercial. They do have a six-foot fence halfway down the property line, he has suggested they extend that fence the length of the property line to act as a buffer instead of planting any trees on that side of the property. Another requirement is compatibility with the Master Plan. This is a very important corner in the future of the

Township. He is not sure that the Commission would want to enforce this standard because of the cost. Eventually we will want a sidewalk on both Petty's Road and M-36. Our Master Plan strongly suggests that the Township develop secondary connections from the Lakeland Trail to the surrounding community. His feeling is that this property owner would be willing to work with the Township if we could come up with donation funds. He would suggest that we put in some caveat that if sometime in the future, if grant funds, etc. may become available, that they work with us on easements, etc., for the sidewalk installation.

Pacheco stated that currently they hold charity events on the site. The biggest concern is that they are not increasing the parking. If we did not limit the size of the event, that could be a problem. He has suggested a condition that if a special event is being held at this site and the number of attendees of the event is greater than the number of people that currently visit the site during normal business operation, a Land Use Permit for a Special Event shall be obtained. We do have a Special Event Permit that they could apply for. Some of the requirements that we have through planning are things such as providing a shuttle service, etc. He further reviewed his suggested conditions. He stated that the site plan that they have provided is not accurate. It does not show the Petty's right-of-way. You have to build the fence outside of the right-of-way. In an effort to help reduce the cost to the applicant, he has suggested that either a survey be provided or that the fence shall be located at a minimum 35 feet from the east edge of the improved roadway to guarantee the fence is not located within the right-of-way. There are some wetlands at the back of the property. The applicant shall verify the location of the wetlands with the MDEQ and any improvements within the wetland area shall be approved by the MDEQ prior to issuance of a land use permit. Because it is not shown on the site plan where everything is going to be, he has suggested a condition that the agility course and shed be built within the fenced rear yard and outside of the required setbacks for an accessory structure. Staff suggests that with these conditions or modified conditions by the Commission, that the project would meet the standards of both the Special Use Permit approval and Site Plan.

Discussion was held on special events. Commissioner Muir asked the capacity of the building. Pacheco stated that he is not sure what the capacity is. It will have to be posted within the building.

Ms. Myran stated that they do have a survey scheduled to determine the property lines. They will work with the DEQ regarding the wetlands.

The question was asked if the agility items are temporary. Ms. Myran stated that they were going to put some footings in. It is an Eagle Scout project. There will be three permanent structures with the rest being moveable.

Discussion was held on the placement of the fence. The question was asked that if they have a survey, do we want the fence set back 35 feet from the edge of the roadway. Pacheco stated that our ordinance does not require, on commercial properties, that a fence be setback from the right-of-way.

Discussion was held on the authorization letter from the property owner. It was stated that there is a land contract on this property. Amy Steffens, Planning & Zoning Administrator, stated that we would want the authorization letter to include the replacement of the deck. It was stated that the agility course should also be included because that will be permanently affixed to the ground.

Further discussion was held on special events. It was indicated that these special events would be for approximately 20 people. Pacheco stated that they have 11 parking spaces, which they have always had, and the use has always been larger. Discussion was held on what is involved with a permit. Pacheco stated that it would be an over the counter special use permit at a fee of \$25 for non-profits. The question was asked if we should put in a specific number. Discussion was held on shared parking agreements with one of the larger strip malls.

Discussion was held on the condition of providing a pedestrian trail. Pacheco stated that as the Planner, he would recommend that they do a trail as the Master Plan requires. But, he does understand the reality. They are not doing any physical changes to the building at this time. It might be more appropriate to wait until another user purchases the property. If we ever do receive grant money, this property owner seems willing to work with the community.

Pacheco stated that the Site Plan Amendment does not need to go to the Township Board because it is a minor amendment. Therefore, both the Amendment and the Special Use Permit can be approved in one motion.

Motion by Muir, supported by Priebe

The Planning Commission approves the Special Use Permit and Site Plan Amendments (SUP19-001 and SPA19-001) to allow the outdoor use of the property at 5520 M-36 (TID#15- 22-400-010) for training and outdoor events associated with commercial use of the property and replacement of a fence and exterior stairway to access the second story of the existing building. The project, with the following recommended conditions, will meet all the discretionary standards for Special Use Permits under Article 3 , Site Plan Review under Article 4, as described at this hearing and as presented in the February 20, 2019 Staff Report.

Conditions:

1. If a special event is being held at this site with over 30 attendees, a Land Use Permit for a Special Event shall be obtained from the Township as required in section 8.10 of the Zoning Ordinance.
2. The fence along the east property line shall be 6 foot privacy fencing to match the rest of the privacy fencing to extend the entire length of the property.
3. The applicant shall provide a survey showing the location of the road right of way along the west side of the site. The fence shall be located at the right-of-way or a minimum 35 feet from the east edge of the improved roadway to guarantee the fence is not located within the road right-of-way.
4. The applicant shall verify the location of the wetlands with the MDEQ, and any improvements within the wetland area shall be approved by the MDEQ prior to issuance of a land use permit.
5. The agility course and shed will be built within the fenced in rear yard area and outside of the required setbacks for an accessory structure.

Voice vote: Ayes: 7                      Nays: 0                      Absent: 0                      MOTION CARRIED

- b. Public hearing of a Zoning Text Amendment to codify the Hamburg Township Zoning Ordinance to include zoning text amendments adopted between May 6, 2009 and December 31, 2018 and to make administrative changes to correct for clerical errors.

Amy Steffens, Planning & Zoning Administrator, stated that our current Zoning Ordinance was readopted in 2009. Since then, multiple zoning text amendments have been made but have not been inserted into the code. When you go to our website, you see the ordinance, but you have to continue to find the multiple text amendments. It is difficult to use and explain to residents. We have known that it needed to be codified for a long time. Three members of the planning department staff have gone line-by-line through the current ordinance and inserted or deleted, as appropriate, the text of zoning amendments. Since 2009, the township has adopted zoning text amendments that changed 39 provisions of the Zoning Ordinance. The bulk of the amendments have been centered around a few Articles. She presented and reviewed a table showing which Articles have and have not been amended. She stated that significant changes have been made to the non-conforming buildings and Uses. That has gone very far in reducing the number of variance requests to the ZBA. She stated that staff has also verified the proper publication of the amendments. She discussed the list provided of the zoning amendments adopted since 2009 by Article and Section, which also provides the date that the amendment went into effect. Also included in the codification are some administrative changes to account for the section number changes in Article 8 and other clerical errors. We have reserved some section numbers so that if we ever do another amendment, we can put that in without having to change the numbering. We are nearing completion of a codification of all township General Ordinances. Once the General Ordinances are codified and the Zoning Ordinance is codified and adopted, the township will explore the possibility of using an outside company, such as Municode or American Legal Publishing Corporation, to do the review and maintenance of the ordinance. If there are changes through the year, they will take care of inserting them where they need to be and keeping it up to date. Livingston County Planning does not need to see the codified documents. Upon approval by the Planning Commission, it will go directly to the Township Board. Upon the Board's approval, legal notice of the approved ordinance will be published. It will become effective 30 days after that, and we will have a new ordinance that is easy to use.

The question was asked if there will be hard copies available. Steffens stated that after it is adopted, we will make sure that the Planning Commission and ZBA members receive a hard copy.

Discussion was held on the time frame. Steffens stated that this can go to the Board on March 5<sup>th</sup>. We can get a notice published that week. By the week of April 8<sup>th</sup>, this should be complete.

Chairman Goetz opened the call to the public. Hearing no public comment, the call was closed.

Motion by Priebe, supported by Koeble

To recommend to the Township Board approval of the codified Hamburg Township Zoning Ordinance

Voice vote: Ayes: 7                      Nays: 0                      Absent: 0                      MOTION CARRIED

**8. ZONING ADMINISTRATOR'S REPORT:**

Planning & Zoning Administrator Steffens stated that we have our Annual meeting of the Township Board, Planning Commission, Zoning Board of Appeals and Parks & Recreation next Wednesday, February 27<sup>th</sup> at 7:00 p.m. This will be a year in review with a full accounting of what was done in 2018 including, permits, enforcement, zoning text amendments, variances and Planning Commission hearings. We will also address some of the Zoning text amendments that we think we should pursue. If you have anything you would like to discuss, now is the time to let us know. Kathleen Kline-Hudson from Livingston County will be here as well.

Steffens stated that if there are any trainings or workshops you would like to attend, please let her know. There is money in the budget for training.

Steffens stated that we are going to have a special meeting on February 28<sup>th</sup> for the senior housing facility.

Discussion was held on the PUD ordinance review. Discussion was held on some of the other ordinances that will be coming up for discussion including wind and solar power, etc. Pacheco stated that he has put together an extensive list that can be prioritized. We would like to get the Master Plan update complete before we start working on another ordinance. The Steering Committee should be seeing a draft of some of the chapters soon.

**9. ADJOURNMENT:**

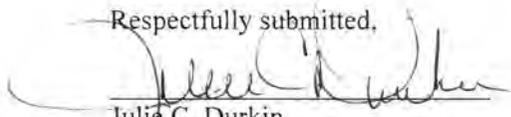
Motion by Priebe, supported by Leabu

To adjourn the meeting

Voice vote: Ayes: 7                      Nays: 0                      Absent: 0                      MOTION CARRIED

The Regular Meeting of the Planning Commission was adjourned at 7:58 p.m.

Respectfully submitted,

  
Julie C. Durkin  
Recording Secretary

The minutes were approved as presented/Corrected: 4/8/19

  
Fred Goetz, Chairperson

P.O. Box 157  
10405 Merrill Road  
Hamburg, Michigan 48139-0157

(810) 231-1000 Office  
(810) 231-4295 Fax



**Supervisor:** Pat Hohl  
**Clerk:** Mike Dolan  
**Treasurer:** Jason Negri  
**Trustees:** Bill Hahn  
Annette Koeble  
Chuck Menzies  
Jim Neilson

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**HAMBURG TOWNSHIP BOARD OF TRUSTEES, ZONING  
BOARD OF APPEALS, PLANNING COMMISSION, PARKS  
AND RECREATION  
Special Joint Meeting  
Hamburg Township Hall Board Room  
Wednesday, February 27, 2019  
7:00 p.m.**

**1. Call to Order**

Supervisor Hohl called the meeting to order at 7:00 p.m.

**2. Pledge to the Flag**

**3. Roll Call of the Board**

**Hamburg Township Board**

**Present:** Supervisor Hohl, Dolan (also on Parks & Recreation), Negri, Koeble (also on Parks & Recreation and Planning Commission), and Neilson (also on the Zoning Board of Appeals).

**Absent:** Hahn, Menzies (also on the Planning Commission,)

**Planning Commission**

**Present -** Leabu, Goetz, Muir, Priebe (also on Zoning Board of Appeals), Muck, Hamlin, Koeble (Trustee on the Township Board and on Parks & Recreation)

**Absent:** None

**Zoning Board of Appeals**

**Present:** Chairman Priebe (also on Planning Commission), Watson, Neilson (Trustee on the Hamburg Township Board), Bohn

**Absent:** Auxier (also on Parks & Recreation)

**Parks & Recreation**

**Present:** Dolan (Hamburg Township Clerk), Koeble (Trustee on the Hamburg Township Board and on Planning Commission), Muck

**Absent:** Auxier (also on ZBA)

**Also Present:** Amy Steffens, Planning Commission and Zoning Board of Appeals Administrator; Scott Pacheco, Township Planner; Deby Henneman, Parks Coordinator; Brittany Stein, Zoning Department Coordinator; Bill Anderson, Livingston County Planning Commissioner; Kathleen Kline-Hudson, Livingston County Planning; Brenda Richardson, Township Videographer

**4. Call to the Public**

Brenda Richardson, 1658 Sandy Shore Dr, Township Videographer for the joint meeting, discusses how to use the microphones in the room to produce good audio levels for the live streaming and video recording of the meeting.

**5. Correspondence**

There was no correspondence presented.

6. Approval of Agenda

Motion by Dolan, second by Neilson, to approve the Agenda as presented.

Voice Vote: AYES – 5, ABSENT – 2 (Hahn, Menzies)

MOTION CARRIED

7. Current Business

A. Kathleen Kline-Hudson, Livingston County Planning, presentation of Livingston County Master Plan Update

Kline-Hudson presented and handed out a summary of the Livingston County Master Plan that was adopted in October of 2018. This summary includes the Vision Plan as well as Current Trends with the “Best Practices” of how to support the trend. A collection of Planning & Zoning ideas that they hope each one of the local communities will look at and incorporate. To make this inclusion easier the 2018 Livingston County Master Plan includes links within it that will assist in language and ideas. Kline-Hudson is looking forward to serving as a member on the committee for our own Master Plan. She also informed the group about the Press Release that was handed out at the table for the 30 Day public review and comment on the Livingston County Parks & Open Space Plan.

B. Parks and Recreation Committee Parks Master Plan update

Henneman reviewed the Parks & Recreation Master Design Plan that included many new projects. Some of these being walking trails in East Park, completion of trails in West Park, baseball diamond irrigation, ADA bathrooms, a pickleball court, updated playgrounds and a new tot lot, additional parking, phase two of the adult workout area, and the addition of a picnic area. Henneman also informed about the progress and next steps of the General Ordinance Project which is moving right along and will soon be ready for codification.

C. Planning and Zoning Department 2018 year in review

Steffens reviewed her 2018 Annual Report for the Planning Commission, Zoning Board of Appeals, and the Planning & Zoning Department. Starting with the Planning Commission, Steffens stated that they had three special meetings and eight regular meetings presenting a chart showing a brief description of those meetings and what the results were. She also went over the 2018 Floodplain Activity and asked that the township direct the staff to research the necessity and impact of adopting a “cumulative value” ordinance into the floodplain regulations. Steffens went over CRS (community rating system) and that FEMA has scheduled our audit for April 9, 2019. Steffens stated that staff processed 8 lot combinations, 2 land divisions, and 6 boundary adjustments.

Stein then went over the Zoning Board of Appeals functions and stated that the ZBA considered 12 variances in 2018, of those 12 variances that were heard by the ZBA, 10 were approved, and 2 were denied. Those variances were presented in the packet. Stein also covered Land Use Permits stating the process used to issue a Land Use Permit and showed a chart showing that in 2018, 586 Land Use permits were issued. Stein stated that the township received 26 permits issued by the DEQ for projects. Stein also went over the training and professional activities that the staff participated in throughout 2018 and touched on training opportunities for 2019.

D. 2018 Code Enforcement year in review

Steffens discussed the 2018 Code Enforcement introducing Code Enforcement Officer Mike Sumeracki and his theory to approaching Code Enforcement, the “Broken Windows Theory”, if you take care of the small things then the big things don’t become so big. In 2018, we received 181 new complaint cases, with 150 of those being closed in 2018. The largest number of complaints in 2018 was blight. She also discussed the Code Enforcement Goals for 2019.

E. Zoning Amendments 2018-2019

Pacheco reviewed Zoning Text Amendments (ZTAs) of 2018 and upcoming Zoning Text Amendments for 2019 including fence revisions, wireless revisions, planned unit development (PUD) revisions, wind and solar farms, senior housing ordinance (overlay district), short term rental use, tiny houses, village center zoning district revisions, collection drop boxes, public hearing notification requirements, and expansion of non-conforming structures. Pacheco also stated that the staff is cleaning up the General Ordinances working toward the codification of the Township Municipal Code.

Motion by Hohl, second by Neilson, to direct the Zoning Department to prioritize a list including the following: an amendment to the fence ordinance (eliminating the back yard fence), revisions to the wireless ordinance, revisions to the PUD development including but not limited to specific definitions of exemplary projects, specific schedules for density bonuses, and to consider home and lot size and cottage home construction oriented to empty nesters. Not to make a priority of solar and wind farm ZTAs. To proceed with discretion on a senior housing overlay district. And to bring back to the Board for approval a revision of the 2015 proposal for short term rentals, provide proposals for tiny housing, village center district revisions that will enhance development in the village center district specific to development in close proximity to historic village, collection drop boxes, on-site public notice to include administrative function, eliminate unintended consequences of Section 11.3.1, which have negative impact on applicants while maintaining integrity of district, and amendment to the Accessory Dwelling Unit (ADU) ordinance to allow ADUs on riparian lots.

Voice Vote: AYES: 5, ABSENT: 2

MOTION CARRIED

F. 2020 Master Plan Update Timeline and Process

Pacheco reviewed the 2020 Master Plan Update. Stating that they are looking at a September 2019 approval date.

8. Call to the Public

A call was made with no response.

9. Planning Commission Comments

None.

10. Adjournment

Motion by Leabu, second by Muir, to adjourn meeting.

Voice Vote: AYES: 7, ABSENT: 0

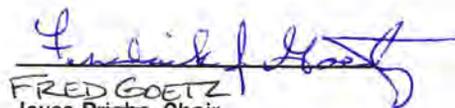
MOTION CARRIED

Meeting adjourned at 9:23 p.m.

Respectfully submitted,



Courtney L. Paton  
Recording Secretary



FRED GOETZ  
Joyce Priebe, Chair

~~Zoning Board of Appeals~~ PLANNING COMMISSION



FAX 810-231-4295  
PHONE 810-231-1000

P.O. Box 157  
10405 Merrill Road  
Hamburg, Michigan 48139

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**Special  
Planning Commission  
Hamburg Township  
10405 Merrill Rd., P.O. Box 157  
Hamburg Township, Michigan 48139  
February 28, 2019  
7:00p.m.**

**1. CALL TO ORDER:**

Present: Goetz, Koeble, Leabu, Muck, Muir & Priebe

Absent: Hamlin

Also Present: Amy Steffens, Planning & Zoning Administrator, & Scott Pacheco, Planning & Zoning Director

**2. PLEDGE TO THE FLAG:**

**APPROVAL OF THE AGENDA:**

Motion by Koeble, supported by Muir

To approve the agenda as presented

Voice vote: Ayes: 6                      Nays: 0                      Absent: 1                      MOTION CARRIED

**3. APPROVAL OF MINUTES:** None

**4. CALL TO THE PUBLIC:**

Chairman Goetz opened the call to the public for any item not on the agenda. Hearing no public comment, the call was closed.

**5. OLD BUSINESS:**

**6. NEW BUSINESS:**

- a. COPUD 19-001: Public hearing for preliminary site plan review for a commercial planned unit development to allow a senior housing development of the property at 4715-25-100-105 (6.5 Acres). The property is currently accessed off the end of Veterans Memorial Drive on the east side of the roadway. This senior housing development proposes a mix of independent living, assisted living, and memory care units.

Mr. Scott Bell of Lapham Associates stated that they are the Planning and Environmental Engineering firm for the developer on the proposed senior housing development at the end of Veteran's Memorial Drive. They have the project divided into two separate phases. Phase 1 would be assisted living with a variety of types of units to meet various types of needs with 16 memory care units as part of the first phase, which is the western portion of the site. Phase 2 would consist of 16 smaller cottage type independent living homes. There is parking available and

accessible to the units as well. There is a retention basin in the middle. He presented and explained the renderings of the buildings. There is a similar development in Brighton with a slightly different configuration. He described the different elevations and architectural features. He stated that as an assisted living facility, it is licensed through the State. They are licensed typically in increments of 20 units. Each one is required to have its own dining and kitchen facilities, nurse stations, etc. There are also a salon, exercise room, theatre room, etc. scattered throughout. The entire facility would be sprinkled. He discussed the water and sewer connections. He discussed the storm water and retention basin. He discussed the proposed landscaping. He stated that they have distributed the parking throughout the site and stated that they will be looking at the number of spaces to meet the requirements. He discussed the parking needs for this type of facility. He further stated that there are sidewalks proposed to allow residents to walk to nearby businesses. They have met the setbacks for the underlying zoning district, but have pushed the front of the building right out to the street as the ordinance looks for in the Village corridor.

Scott Pacheco, Planning & Zoning Director, stated that we are here tonight to consider the preliminary site plan. The architecture, material & design will all have to be taken care of through final site plan review as well as the final engineering, fire district, landscaping, etc. He gave a brief history of the project. He stated that this property was purchased in 2016 by Hamburg Township so this project is in conjunction with the Township through an RFP. We did a Phase 1 and 2 Environmental Site Assessment, a Baseline Environmental Assessments and an initial senior housing market feasibility study. The feasibility study showed that there is a market for 110 market rate assisted living units, 70 market rate independent living units, and 20-40 market rate memory care units. After we received that study, the Township decided to put out a proposal to garner interest in building a senior housing facility on this site. This developer came in with a proposal, and the Township Board directed staff to move forward with site plan review. Their plans are preliminary, and depending on how the Commission decides, they can make suggestions to the plans etc. He has outlined a number of concerns in his staff report on the preliminary plans, and he has not seen the architectural plans before tonight. We will look at that between preliminary and final site plan review.

Pacheco stated that this property is located within the Village Center Master Plan area with the north portion of the site in the Village Core District, which is a higher use type area. The rear of the property is designated as Village Residential-10, which is a higher density residential. A senior housing facility is not truly a residential facility and it is not a true medical facility. It is a mixture of the two. It goes well with the Village Center Core, and as you move back on the site, it becomes more residential. They are proposing a 55,000 square foot main structure broken down into four separate portions. There will be four quadplexes each with four 950 square foot units. Originally, they proposed that every other unit had a garage. As it has been indicated, the project will be broken down into two phases. With our RFP, one of the things that we requested was the extension of Village Center Drive not only for the water and sewer connections but also because it will make a better connection for transportation purposes. You will be able to access the site by either the stop light at Village Center Drive or Veterans Memorial Drive. Assisted living seniors and memory care seniors very rarely have vehicles of their own and the independent living will have less cars than typical residential. This is going through a Commercial PUD process. In our Village Center district we have a maximum building size of 30,000 square feet. This building will be 55,580 square feet, so they are asking for a waiver. They are also asking for a waiver to the front setback from Village Center Drive. In this district, we have a requirement that buildings shall be placed no more than 20 feet from the front property line to create a more "downtown" type appearance. The independent living units are close to the roadway, however because of the location of the parking lot and their design, they could not meet that requirement. This type of use does not lend well to be put that close to the roadway because it is so large. He stated that we do not have an exact parking requirement for senior living facility but we do list convalescent care in our ordinance. They are asking for a waiver to that requirement as well.

Pacheco stated that after the Township Board reviewed the applications for the RFP, they directed staff to work with these developers to go through this process. He discussed the process for review of a commercial PUD. The Planning Commission must conduct a public hearing on the preliminary CPUD, which is what we are doing tonight, and review the plans and make a decision to determine if the project meets the eligibility requirements for a CPUD. Pacheco provided a table outlining the zoning requirements and staff analysis. He did provide an exhibit to help guide the developer in the final site plan review, which was all of the requirements including landscaping, lighting requirements, signage, etc. both from the zoning regulations as well as the Village Center Master Plan. He has also

included the discretionary standards. Once we get the plans, we will want to meet with the developer to talk about what we are looking for to meet those discretionary standards.

Pacheco discussed the zoning regulations that apply to the proposed project. He discussed his suggested conditions of approval. He has not seen where the road right-of-ways are going to be, how the roads are going to be, etc. We are going to want to have some sort of right-of-way agreement with the developer so that those right-of-ways can be used into the future. There has also been discussion with the Road Commission to see if there is opportunity for them to receive these as public roads. Our Water and Sewer Departments will also need easements around the lines that will be installed. This will all be discussed through the final site plan review as well as landscaping, signage, lighting, etc. He stated that parking is an item that could have needed a CPUD or we could say that this is similar to convalescent homes, orphanage or other similar uses. If it was a similar use, it would require one parking space for four beds plus one parking space for every two employees, which would be a total of 34 spaces. This development is proposing 45 spaces. This developer has other facilities and they looked at what they have at those facilities and how many get used. They came up with one space for every 2.5 beds plus one parking space for every employee. Then for the independent units, they have 29 spaces with 50% of those having a garage and the others would have to share the on-street parking spaces. It does sound like that would be way more than adequate. These types of uses usually have some type of ride-sharing facilities. The developer indicated that they do not provide that type of service, but he has suggested that they look into it. There are a lot of things we want to connect these people to such as the senior center, grocery, etc. and be as mobile as possible. There are some services that the facility does provide as well as transportation to other events. When we have a final site plan, federal and state requirements regarding handicap parking and access shall be applied. The final site plan shall also include all information required by Section 4.4.2 of the Township Zoning Ordinance and approvals from all appropriate township, county, state and federal agencies. There are some CPUD requirements that have to be met, and this project meets all of those. He reviewed the discretionary review criteria and eligibility criteria in order to qualify as a CPUD including to promote the goals and objectives of the Master Plan, Village Plan and M-36 Corridor Plan. The only item of the Village Center Master Plan that the project could have done better was the open space criteria requirements. Most of the open space they are proposing is the private space in the court yards. The only public open space is along the sidewalks and roadways. He has made a suggestion that the east wing of the structure could be reduced and a neighborhood park could be added to the south side of the large main building. It would break up the long elevation along Side Street and allow the residents to have some outdoor space and allow for a larger buffer between future residential properties to the south. He stated that there is a large need for senior housing. Our population is aging rapidly and will continue until 2045. This development would help to fill that need. The facility loads on utilities for senior living are much less than normal residential development or commercial development. This will also lessen trip generation and reduced impact on the roadways. This project establishes land use patterns compatible with existing or planned uses by creating the larger building to the north of the property and more residential structures to the south. The front portion is future designated as a more commercial type use and the rear a more residential use. The property to the south is also Village Residential-10. This use is allowed in the Village Center zoning district so they are not looking to go against the use. They are looking for a waiver to make it better and make it a more effective senior housing facility. This is not a purely residential project so you cannot say that the density is a specific number because it does not equate to a single family residential unit. Again, we do not have a lot of landscaping information at this time. The independent living side of the project will blend well with the future residential and with some work, he feels that the large building could blend well with the surrounding community also. Through final site plan review, we will be looking at all of those items to make sure they have a high quality design.

Chairman Goetz opened the call to the public. Hearing no public comment, the call was closed.

Commissioner Leabu stated that he had the opportunity to look at the developer's Ricket Road facility. It would be fine with him if this site looked similar. We do have architectural guidelines for the Village Center. He discussed the re-design that would be required to accommodate a pocket park. He stated that he can live without that park. Because the courtyards are open, he feels that it is open and would like to see more landscape in those areas. He further discussed the use of rolled curbing that would allow for additional parking along the road in the event of a large party, etc.

Commissioner Priebe stated that she would like to see the garages put back. She is also wondering if there is something different that can be done rather than the parallel parking. Pacheco stated that they originally did have regular parking, but it does push the buildings back. Mr. Bell stated that there is not a lot of room now that they have the size of the basin. He further discussed the need to widen the road if you put in perpendicular spaces. He stated that he can look at other configurations.

Commissioner Priebe stated that she agrees that she does not care much about the pocket park given the nature of the facility.

Commissioner Muck stated that he also would like to see the garages come back. He would go either way with the pocket park. He is not in agreement with requiring the developer to make connections with the transportation companies. With the increase in ride-share opportunities such as Uber and future transportation that may come to the county, he does not feel that it is necessary to require this. He asked if the canopy in front is drive-through. It was stated that it is for drop-off and pick up. Commissioner Muck asked if there is an emergency generator for the entire complex or just the main building. Mr. Bell stated that it will be for the whole facility.

Commissioner Koeble stated that the facility in Brighton is a quite impressive and has very quality items. She agrees that the garages should come back if possible.

Commissioner Muir stated that at some point, there will be residential development to the south and feels that we need to pay attention to the architecture and elevation of the building on the south side. He discussed the sidewalk to the post office. Mr. Bell stated that they have proposed putting the sidewalk to the property line. They are going to be putting in the utilities and road, and he will explore the sidewalk issue more. They do not own that property. It was stated that at some point there will be a sidewalk when that site is developed.

Chairman Goetz stated that he agrees with what has been said by the commissioners. He would concur with the comments about detail on the back of the building because it will eventually be facing residential.

Mr. Bell discussed the issue of the pocket park. He stated that they did look at that, but it did not make sense given that you would lose more units. You also have to look at the 20 bed limit, firewalls, etc. Discussion was held on this being memory care and the need to have the area self-contained, etc.

Mr. Bell stated that he would agree with the right-of-way agreements and shared parking agreements. He further discussed parking availability. He stated that they did receive the cut-sheets on the lighting, and the village street lights will be implemented into the development.

Further discussion was held on the requirement to work with LETS or other service provider for transportation. Commissioner Muir stated that he feels that it is an unfair requirement. Other Commissioner agreed. It was stated that the requirement of the neighborhood park should also be eliminated. Commissioner Priebe stated that she would like to add the requirement that 50% of the independent living units be provided a garage.

Motion by Priebe, supported by Muck

The Planning Commission recommends to the Township Board approval of the preliminary CPUD site plan because the project as conditioned meets the Eligibility Criteria A-H in section 17.3 of the zoning ordinance as discussed at the meeting tonight and as presented in the staff report.

The Planning Commission will allow waivers from the following Zoning Requirements:

1. Section 7.6.1 (P) (Footnote 11) requires that in VC zoning "No building shall be greater than thirty thousand (30,000) square feet gross floor area except for a group of uses, each with individual pedestrian entrances." The proposed main building is 55,580 square feet with 45,672 square foot for the 54 assisted living unit and 9,908 for the 16 memory care units.
2. Section 7.6.1 (P) (Footnote 12) requires that in the VC zoning district "Buildings shall be placed no more than twenty (20) feet from the front lot line." The main building will be setback between 75 to

- 80 feet from Village Center Drive and approximately 65 feet from the side street. This distance will allow the parking areas to be located near the entrances for visitors, residence and the general public.
3. The Township Zoning Ordinance does not specifically address senior housing facilities in the parking requirements within the Zoning Ordinance. The proposed project will have 45 parking spaces associated with the main building and 29 parking spaces associated with the 4 independent living quadplexes.

Conditions of Approval:

1. Prior to review of the final CPUD site plan, the applicant shall submit a final CPUD site plan which contains all information required by Section 4.4.2 of the Township Zoning Ordinance and approvals from all appropriate township, county, state and federal agencies, including, but not limited to, the Hamburg Township fire district, Hamburg Township engineering review, the Livingston County Road Commission, Livingston County Drain Commissioner, Livingston County Health Department and the Michigan Department of Transportation. The process described in section 17.6.4 shall be followed.
2. As a part of the final CPUD site plan review, the project plan shall contemplate the location of the road right-of-ways and how the property will be split under the proposed use.
3. The following note shall be included on the final CPUD site plan: "As future development occurs adjacent to the subject site and utilities, pedestrian and vehicle connections are deemed appropriate by the Planning Commission, the opportunity for these connections shall be provided."
4. Prior to a decision on the final CPUD site plan, the developer shall work with the Livingston County Road Commission on making the roadways within the project public. If the roadways remain private, the required Development Agreement (DA) between the Township and the Developer shall include a requirement that creates any easements, curb to curb, that include Village Center Drive, the north/south side street, and the one way circular street that accesses the independent living units, and that all through traffic on the site has open access along these roadway from current developments or future developments. This easement shall be dedicated upon request to any municipality that may now or in the future control the roadways and wishes to except these easements as public roadways.
5. Prior to construction of the project, the applicant shall have an agreement with the surrounding property owners to extend the improvements to Veterans Memorial Drive and Village Center Drive on the properties to the west and east as shown on the CPUD site plan.
6. A note shall be added to the final CPUD plan that states the parking spaces associated with the main building shall be open to use by the future residence of the entire project including the residents and guest of the independent living units.
7. 50% of the independent units shall have garages as originally shown

It was stated that these are the conditions of the preliminary approval. Pacheco stated that we will have engineering, etc. for final approval. If there are any conditions at that time, they will be addressed at final. We are not considering landscaping, lighting, etc. at this time.

Voice vote: Ayes: 6                      Nays: 0                      Absent: 1                      MOTION CARRIED

Pacheco stated that it is likely that they will come back for final site plan review just for Phase 1 then come back later for Phase 2.

Discussion was held on timing of the project. Mr. Bell stated that 75% of the engineering has been done. He is anticipating final site plan submittal for review next week. They are hoping to break ground in the spring.

7. **ZONING ADMINISTRATOR'S REPORT:** None

8. **ADJOURNMENT:**

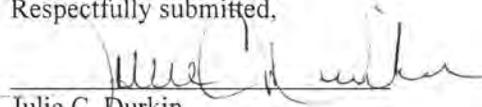
Motion by Koeble, supported by Priebe

To adjourn the meeting

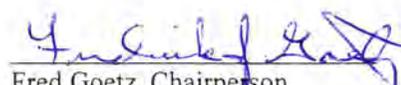
Voice vote: Ayes: 6                      Nays: 0                      Absent: 1                      MOTION CARRIED

The Regular Meeting of the Planning Commission was adjourned at 8:21 p.m.

Respectfully submitted,

  
Julie C. Durkin  
Recording Secretary

The minutes were approved as presented/~~corrected~~: 4/5/19

  
Fred Goetz, Chairperson

**No Information In Packet**

P.O. Box 157  
10405 Merrill Road  
Hamburg, Michigan 48139-0157

(810) 231-1000 Office  
(810) 231-4295 Fax



**Supervisor:** Pat Hohl  
**Clerk:** Mike Dolan  
**Treasurer:** Jason Negri  
**Trustees:** Bill Hahn  
Annette Koeble  
Chuck Menzies  
Jim Neilson

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Date: April 11, 2019

To: Hamburg Township Board

From: Bill Hahn

Subject: Roads Discussion

Talking points I would like to discuss at our next meeting.

1. Support extending the 1 millage for roads for ten years with language that states "no road millage money will be spent for paving subdivision roads"
2. Support working with each interested subdivision to help them establish an SAD that would be fully funded by their SAD
3. Support issuing a bond for the collective SAD's
4. Support any general fund money that could be spent on roads to be decided at the annual budget strategy meetings



# Hamburg Township Police Department

10409 MERRILL ROAD • HAMBURG, MICHIGAN 48139

RICHARD DUFFANY, CHIEF OF POLICE

PHONE: (810) 231-9391 • FAX: (810) 231-9401

**TO:** Hamburg Township Board  
**FROM:** Chief Richard Duffany  
**DATE:** April 10, 2019  
**RE:** Agenda Item Topic: **Hiring of New Police Officer**  
General Ledger #: N/A  
Number of Supporting Documents: **None**

NEW/OLD BUSINESS: **XXX** New Business  
\_\_\_\_\_ Old Business – Previous Agenda #:

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## **Requested Board Action**

- Motion to approve the hiring of Joshua Pedersen as a full-time police officer effective April 17, 2019.

## **Background Information**

There is a vacant full-time police officer position which has been budgeted for in the proposed FY19/20 budget. The police department publicly advertised to fill this vacancy and received 25 applications for the position. After the hiring process was completed, Joshua Pedersen was selected to fill the position. Joshua has successfully passed an extensive background check as well as successfully completed a psychological examination, medical examination and drug screening test.

As a matter of background information, Joshua is currently employed as a full-time police officer with the Flint Township Police Department and has 3 years of experience with that agency. He is a graduate of Howell High School and holds an Associate's degree in Criminal Justice from Washtenaw Community College.

## **Budget Impact**

This full-time position has been budgeted for in the FY 19/20 budget.

Respectfully,

Chief Richard Duffany



# Hamburg Township Police Department

10409 MERRILL ROAD • HAMBURG, MICHIGAN 48139

RICHARD DUFFANY, CHIEF OF POLICE

PHONE: (810) 231-9391 • FAX: (810) 231-9401

**TO:** Hamburg Township Board  
**FROM:** Chief Richard Duffany  
**DATE:** April 10, 2019  
**RE:** Agenda Item Topic: **Purchase of New Patrol Vehicles**  
General Ledger #: N/A  
Number of Supporting Documents: **None**

NEW/OLD BUSINESS: **XXX** New Business

\_\_\_\_\_ Old Business – Previous Agenda #:

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## **Requested Board Action**

- Motion to approve the purchase of a two 2019 Dodge Charger Pursuit AWD patrol vehicles, see attached quote, from LaFontaine CDJR in Lansing, MI for the state contract price of 25,428.00 each.
- Motion to approve the outfitting of both new 2019 Dodge Charger patrol vehicles at Cruisers of Brighton, MI not to exceed a total combined cost of \$25,000.00.

## **Background Information**

Hamburg Township Police patrol vehicle #3187 (2015 Ford Interceptor Sedan) and patrol vehicle #3189 (2015 Ford Interceptor Sedan) are scheduled to be replaced with new vehicles in FY 19/20 according to the police department's 6-year capital forecast and proposed FY 19/20 budget. Both vehicles are approaching 100,000 miles and should be over 100,000 by the time they are replaced as it takes 2-3 months to take delivery of the vehicle after it is ordered and then another 3-4 months to have it outfitted with all its equipment.

LaFontaine CDJR in Lansing, MI can provide the vehicle at the state contract price of 25,428.00 per vehicle.

## **Budget Impact**

The cost of purchasing and outfitting the two new patrol vehicles is contained in the proposed FY 19/20 police department budget.

Respectfully,

Chief Richard Duffany

**LaFontaine CDJR-Lansing**  
**6131 S. Pennsylvania Ave.**  
**Lansing, MI 48911**  
**517-394-1022**  
**517-394-1282-Fax**  
**tsasso@lafontaine.com**

# QUOTATION

**Name:** Hamburg Township  
**Address:** dnisenbaum@hamburg.mi.us  
**City:** \_\_\_\_\_ **State:** \_\_\_ **Zip:** \_\_\_\_\_  
**Contact:** Dariusz Nisenbaum  
**Phone:** 810-231-9391 **Fax:** \_\_\_\_\_

**Date:** March 20, 2019  
**Quote:** 031419-revised

Description	Unit Price
State of Michigan	
Spec. # -0011 2019 Dodge Charger Pursuit AWD	\$24,926.00
PS2 Bright Silver Metallic	\$0.00
GUK Heated Exterior Mirrors	\$60.00
GXA Fleet Key Alike (6-Additional Fobiks- Total 8)	\$140.00
LNA Delete Right Spotlight	(\$125.00)
AHM Convenience Group I	\$427.00
Note: Per contract delivery is available @ 2.00 per one way mileage.	

**Total Cost:** \$25,428.00

**Signed:** Tony Sasso



# Hamburg Township Police Department

10409 MERRILL ROAD • HAMBURG, MICHIGAN 48139

RICHARD DUFFANY, CHIEF OF POLICE

PHONE: (810) 231-9391 • FAX: (810) 231-9401

**TO:** Hamburg Township Board  
**FROM:** Chief Richard Duffany  
**DATE:** April 10, 2019  
**RE:** Agenda Item Topic: **Payment of OSSI Fees**  
General Ledger #: **207-000.729.000**  
Number of Supporting Documents: **1**  
NEW/OLD BUSINESS: **XXX** New Business  
\_\_\_\_\_ Old Business – Previous Agenda #:

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## **Requested Board Action**

- Motion to approve the payment of \$15,023.57 to the Livingston County Information Technology department for the 2019 OSSI Software Maintenance fee, 3-month connection fee and OSSI Capital Equipment fee for the Hamburg Township Police Department.

## **Background Information**

The Hamburg Township Police Department utilizes the countywide dispatching services provided by Livingston County Central Dispatch. As a member of this consortium, we use the county-designated computer software (OSSI software) for our Computer Aided Dispatch (CAD) system and our Records Management System (RMS). For the 2019 calendar year, the OSSI Software Maintenance fee for our agency is \$13,623.57, the OSSI Capital Equipment fee is \$500.00 and the 3-month connection fee (for April, May and June of 2019) is \$900.00 for a total of \$15,023.57.

## **Budget Impact**

The costs of these OSSI fees have been budgeted in the police department budget. As such, there is no adverse effect to the budget.

Respectfully,

Chief Richard Duffany



LIVINGSTON COUNTY INFORMATION TECHNOLOGY  
 304 E GRAND RIVER, HOWELL MI 48843

**INVOICE**  
 REMIT PORTION

Invoice Date	04/01/2019
Invoice Number	6684
Customer Number	451
Amount Paid	\$0.00
<b>Due Date</b>	<b>05/01/2019</b>
<b>Invoice Total Due</b>	<b>\$15,023.57</b>

HAMBURG TWP POLICE DEPARTMENT  
 PO BOX 157  
 HAMBURG, MI 48139

2ND QUARTER OSSI CONNECTIONS \$900  
 2019 CAPITAL EQUIPMENT - \$500  
 2019 OSSI MAINTENANCE - \$13,623.57  
 TOTAL = \$15,023.57

✂ DETACH AND RETURN THE PORTION ABOVE WITH YOUR PAYMENT ✂

Remit Payment to: LIVINGSTON COUNTY INFORMATION TECHNOLOGY, 304 E GRAND RIVER, HOWELL, MI 48843

**INVOICE**  
 Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
HAMBURG TWP POLICE DEPARTMENT	04/01/2019	6684	\$0.00	05/01/2019	\$15,023.57

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
IT EQUIPMENT	1	\$500.00	EACH	\$500.00	\$0.00	\$0.00	\$500.00
OSSI CONNECTION FEES	3	\$300.00	EACH	\$900.00	\$0.00	\$0.00	\$900.00
OSSI SOFTWARE MAINTENANCE FEE	1	\$13,623.57	EACH	\$13,623.57	\$0.00	\$0.00	\$13,623.57

Please include Invoice Number on your check.

Make Checks Payable to: LIVINGSTON COUNTY INFORMATION TECHNOLOGY  
 304 E GRAND RIVER  
 HOWELL, MI 48843

**Invoice Total:**

**\$15,023.57**

GL Code 207.000-980.000  
Approved \_\_\_\_\_

APR 11 2019

Entered \_\_\_\_\_  
Due Date \_\_\_\_\_

Lakeland Marina LLC  
PO Box 874  
Lakeland, MI 48143 US  
+1 7344170107  
rogerkathy5683@comcast.net

# Invoice

**BILL TO**  
Hamburg Township  
10405 Merrill Rd  
Whitmore Lake, MI 481899745  
USA

INVOICE # 1185  
DATE 04/12/2019  
DUE DATE 05/12/2019  
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/12/2019	Hoist	#2000 Manual Lift with 23' Canopy	1	5,025.00	5,025.00
04/12/2019	Trailer	18.25' Yachtsman Trailer	1	1,949.00	1,949.00
04/12/2019	Motor	75 H.P White Evinrude E-Tec	1	6,166.00	6,166.00
04/12/2019	Dealer Rebate	Dealer Rebate	1	-185.00	-185.00
04/12/2019	Controls	Controls and Rigging (Mercury to Evinrude)	1	850.00	850.00
04/12/2019	Shipping	Shipping on Engine	1	125.00	125.00

BALANCE DUE

**\$13,930.00**



# Hamburg Township Public Safety Administration



PO BOX 157 • HAMBURG, MICHIGAN 48139  
PHONE: (810) 222-1171 • FAX: (810) 231-9401

*RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE*  
*NICK MILLER, DEPUTY DIRECTOR OF PUBLIC SAFETY/FIRE CHIEF*

*RDUFFANY@HAMBURG.MI.US*  
*NMILLER@HAMBURG.MI.US*

**TO:** Hamburg Township Board  
**FROM:** Chief Richard Duffany  
**DATE:** April 11, 2019  
**RE:** Agenda Item Topic: **Roof Replacement for HTFD Station 11**  
General Ledger #: 206-000.000.932.003  
Number of Supporting Documents: 5  
**NEW/OLD BUSINESS:** **XXX** New Business  
\_\_\_\_\_ Old Business – Previous Agenda #:

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### Requested Board Action

- Motion to approve the replacement of the original roof (center section) on Station 11 at a price of up to \$58,112.00 using Kril Enterprises, Inc. of Pinckney as the contractor.

### Background Information

HTFD Station 11 was built in 1985 with the addition being built in 2001. The center section of the building still has the original roof (which is now 34 years old). The building is experiencing multiple leaks in the area of the original roof and should be replaced as a long-term solution for continued use of the building.

The following 3 quotes were obtained for replacement of the roof:

- Mr. Roof of Ann Arbor- \$72,867.00
- CEI Michigan, LLC of Hamburg- \$63,795.00
- Kril Enterprises of Pinckney- \$58,112.00

It is recommended that the Station 11 roof replacement project be completed by Kril Enterprises, Inc. of Pinckney as they submitted the lowest of the 3 bids. In addition, Kril Enterprises, Inc. has included two “Value Engineering” options which could lower the cost of their bid even further should the Township select either of those options.



# Hamburg Township Public Safety Administration

PO BOX 157 • HAMBURG, MICHIGAN 48139  
PHONE: (810) 222-1171 • FAX: (810) 231-9401



*RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE*  
*NICK MILLER, DEPUTY DIRECTOR OF PUBLIC SAFETY/FIRE CHIEF*

*RDUFFANY@HAMBURG.MI.US*  
*NMILLER@HAMBURG.MI.US*

## **Funding**

This project can be funded by using \$30,000.00 from Building Maintenance (206-000.000.932.003) in the adopted FY 18/19 Fire Department budget with the remainder coming from Fund 206 (Fire) undesignated reserves.

Respectfully,

A handwritten signature in cursive script, appearing to read "Richard Duffany".

Chief Richard Duffany  
Director of Public Safety/Chief of Police



**Work to be completed  
on middle section of building**



*Kril Enterprises, Inc.*  
195 E. Hamburg St., Ste., A  
Pinckney, MI 48169  
Residential / Commercial / Industrial  
Phone 810-299-2978/Fax 810-299-2983  
mike@krilenterprises.com

To: Hamburg Township Supervisor  
Project: **Hamburg Fire Station #11-ReRoof of Ballasted Area**  
Located: 3666 M-36, Pinckney, MI 48169  
Attn: Pat Hohl Direct: 810-222-1116 E-Mail: [pathohl@hamburg.mi.us](mailto:pathohl@hamburg.mi.us)  
Cell: 586-663-2842

## **Roofing Proposal-Revised**

We propose to furnish all labor, material, equipment, insurance and supervision to complete the following scope of work:

### **75230 Single-Ply Roofing:**

Supply a "Re-Roofing" Permit for the project from the Livingston County Building Department and fill out the form Hamburg Township. Supply labor and materials to remove the existing "Ballast" materials and the existing EPDM & ISO insulation down to the metal decking to a Kril Enterprises, Inc. supplied dumpster on the site. Supply and install 60 mil, black, non-reinforced, EPDM fully adhered roofing membrane on (2) layers of 2.6" ISO insulation with 1/2" per foot ISO saddles between the drains and crickets at the mechanical curbs. Supply and install manufactures standard flashings. Supply a 15 year system warranty

### **76000 Sheet Metal & Flashing:**

Supply and install 24 gauge, pre-finished, standard color, shop fabricated metal for the following items: Gravel Stop. Supply a 20 year finish warranty

We propose hereby to furnish material and labor-complete in accordance with the above Specifications, for the sum of:

**\$ 58,112.00 (Fifty Eight Thousand One Hundred Twelve Dollars)**

*Standard Exclusions: Temporary edge or roofing, rough carpentry, prevailing wages, certified payroll, liquidated damages, bond, snow removal, winter conditions, dumpsters or any other work not specified above*

## **Value Engineering Options:**

### **DEDUCT-Option 1:**

Supply a "Re-Roofing" Permit for the project from the Livingston County Building Department and fill out the form from Hamburg Township. Supply labor and materials to remove the existing "Ballast" materials and the existing EPDM, legally dispose of in to a Kril Enterprises, Inc. supplied dumpster on the site, leaving the existing ISO insulation. Supply labor and material to ADD (1) layer of 2.2" ISO (to achieve the R=30), with 1/2" per foot ISO saddles between the drains and crickets at the mechanical curbs. Supply and Install 60 mil, non-reinforced, black EPDM membrane fully adhered to the top layer of ISO insulation. Supply and install manufacturer's standard flashings and trims. Supply a 15 year system warranty

**Deduct Option 1 Total: (\$ 4,684.00)**

- A. **Wet or Damaged ISO:** If there is any wet or damaged "existing" ISO insulation, it will be replaced at a rate of \$3.50/s.f./layer, not to exceed \$ 4,684.00

*Kril Enterprises Inc.*  
195 E. Hamburg St., Ste., A  
Pinckney, MI 48169  
Residential / Commercial / Industrial  
Phone 810-299-2978/Fax 810-299-2983  
mike@krilenterprises.com

**DEDUCT-Option 2:**

Supply a "Re-Roofing" Permit for the project from the Livingston County Building Department and fill out the form from Hamburg Township. Supply labor and materials to remove the existing "Ballast" materials and the existing EPDM. Legally dispose of in to a Kril Enterprises, Inc. supplied dumpster on the site, leaving the existing ISO insulation . Supply labor and material to ADD (1) layer of 2.2" ISO (to achieve the R=30), with ½" per foot ISO saddles between the drains and crickets at the mechanical curbs. Supply and Install 60 mil, reinforced, black EPDM membrane mechanically attached to the top layer of ISO insulation. Supply and install manufacturer's standard flashings and trims. Supply a 15 year system warranty

**Deduct Option 2 Total: (\$ 6,914.00)**

- A. Wet or Damaged ISO: If there is any wet or damaged "existing" ISO insulation, it will be replaced at a rate of \$3.50/s.f./layer, not to exceed \$ 6,914.00

All material is guaranteed to be as specified. All work to be done in a professional manner according to standard practices. Any alteration or deviations from the above specifications will involve an extra charge above the initial cost. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workers compensation insurance. All prices subject to change after 30 days.

*Authorized Signature:* \_\_\_\_\_ Mike Cisman \_\_\_\_\_ *Date:* April 10, 2019

**Payment to be made as follows:**     Every 30 days

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

*Authorized Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_



# Proposal

## MR ROOF

*"It's More Than Just a Roof!"*

DATE: 8/14/18

3511 E Ellsworth, Ann Arbor, MI 48108  
Office: 734-971-5544  
Mike: 810-360-9160  
Email: mrinta@mrroof.com

TO: Nick Miller  
Hamburg Township Fire Department  
3666 W. Michigan 36  
Pinckney, MI 48169  
Office: 810-222-1100  
Cell: 810-459-1567  
Email: nmiller@hamburg.mi.us

CONTACT	JOB	PAYMENT TERMS	ADDRESS OF PROPOSAL
Mike Rinta	Roof Replacement (Center Portion of Building Only)	Deposit- Balance upon completion	3666 W. M36 Pinckney, MI 48169

DESCRIPTION OF WORK TO BE PERFORMED
Work to be performed on middle portion of the building only.
Removal of roofing ballast
Removal of old EPDM
Installation of New Metal Caps Heavy Duty (24 Gauge)
Installation of New Roof with 50 ML JMEPDM (Fully Glued)
<b>Installation of One Layer of 1.5" JM LTTR Valutherm ISO</b>
Installation Of New Counter Flashing on Walls (Counter Flashing to be Saw Cut)
Reflash Pipes, Utility Lines, Curbs and Drains
<b>Installation of 3" Seam Tape</b>
Installation of Reinforcing Tape (All Walls & Curbs)
Application Of Chemlink F1270 (Black)
Removal and Replacement of Any Wet ISO

SUBTOTAL	\$72,867
DEPOSIT	
TOTAL	\$72,867.00

Job Proposal Includes Labor, Material Costs, Meticulous Clean Up of Work Area and Disposal of Waste.  
10 Year 100% Labor & Material Warranty. Any alterations or deviations from above that include extra cost(s) will be notified and will be executed by a written and signed change order.

I hereby acknowledge and agree to the terms and conditions mention above: \_\_\_\_\_

Customer's Name/Address	Date: October 16, 2018
Hamburg Fire Station	
3666 E M-36	
Hamburg, Mi. 48139	
Attention: Pat Hohl 586-663-2842 Nick Miller 810 459-1567	
Phone/Fax: 810 588 7373	

### Proposal for Contract

Job Name: Hamburg Fire Station
Job Address: 3666 E M-36
Hamburg, Mi. 48139
Job Contact: Pat Hohl 586-663-2842 Nick Miller 810 459-1567
Job Phone: 810-588-7373

#### SCOPE OF WORK:

CEI propose to furnish and install a new roofing system per the following scope of works:

Proposal # 1

1. Tear off the existing roofing system down the existing metal deck and dispose of the existing roofing system in a legal manner.
2. Install two new layers of 2" ISO insulation with saddles at the drains and also a fully tapered system over the training room to match existing. 2" ISO R-value is 11.4
3. Install a new 60 mil EPDM fully adhered roofing system including all flashing
4. Install new 24 ga prefinished gravel stop around the perimeter. Install curb counter flashing if needed.
5. Install walk pads where required for warranty
6. Includes permits
7. Includes a 15 year manufacture warranty and a 2 year workmanship warranty

**Proposal #1 Price Total \$ 141,645.00 Existing Adhered Areas Only \$ 92,675.00 Existing Ballasted Areas Only \$ 60,370.00**

Proposal #2

1. Tear off the existing flashing and cut the existing membrane into 10'x 10' area and remove the membrane at the ballast areas and dispose of it in a legal manner. All existing insulation will remain.
2. Install one layer of 1/2" ISO HD cover board
3. Install a new 60 mil EPDM fully adhered roofing system including all flashing
4. Install new 24 ga prefinished gravel stop around the perimeter. Install curb counter flashing if needed.
5. Install walk pads where required for warranty
6. Includes permits
7. Includes a 15 year manufacture warranty and a 2 year workmanship warranty

**Proposal #2 Price \$ 102,065.00 Existing Adhered Areas Only \$ 65,890.00 Existing Ballasted Areas Only \$ 53,680.00**

Proposal # 3

1. Tear off the existing flashing and cut the existing membrane into 10'x 10' area and remove the membrane at the ballast areas and dispose of it in a legal manner. All existing insulation will remain.
2. Install one layer of 1/2" ISO HD cover board
3. Install a new 60 mil TPO (white) Rino Bond roofing system including all flashing
4. Install new 24 ga prefinished gravel stop around the perimeter. Install curb counter flashing if needed.
5. Install walk pads where required for warranty
6. Includes permits
7. Includes a 15 year manufacture warranty and a 2 year workmanship warranty

**Proposal #3 Price \$ 94,430 Existing Adhered Areas Only \$ 64,765.00 Existing Ballasted Areas Only \$ 53,470.00**

Proposal #4

1. Repair any defects and any posable leaks that we find.

**Proposal # 4 Existing Adhered Areas Only \$ 2,500.00**

Unit Prices:

Metal Deck Replacement \$ 5.75 per sq ft    Wet Insulation \$ 4.50 per sq ft    Bi-Annual Inspection \$750.00 per visit

**We Hereby Propose to furnish labor and materials complete in accordance with the above Scope of Work, for the sum of \$ See Above**

**Terms and Conditions:**

This proposal agreement is subject to the terms, conditions and instructions appearing on the face hereof and the attached page. Warranty (in paragraph 6) X included excluded (check one). This Proposal may be withdrawn by us if not accepted within 30 days.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

Company's  
Authorized  
Signature: \_\_\_\_\_

Customer's  
Signature: \_\_\_\_\_

Print Name: Eric C. Cook      Title: President  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_      Title: \_\_\_\_\_  
Date: \_\_\_\_\_

1. **ADDITIONAL CHARGES.** The following shall be an addition to the contract price and charged on a time and material basis, including 30% for overhead and profit: addition or deviation from the specifications herein described; damage to our work by others; temporary protection of the building not originally included in this work order; premature notice to start work causing unnecessary trips; trips back to the job to repair openings created after work is complete; and any labor required to be done outside of normal business hours.

2. **EXCLUSIONS.** The following items are not included in this contract unless otherwise specifically stated in writing: repairs to the roof deck, installation of wood or cant strips, furnishing or installation of sheet metal or roof drains, repairs or alteration to the building other than the roof, identification, abatement and/or removal of asbestos containing or toxic material, or work preparatory or incidental to these items. No interior protection or clean up included. Company shall not be responsible for any damage incurred due to nails or screws penetrating the roof deck or for damage incurred to anything secured or attached to the roof deck, joists or any other roofing structure member which becomes loose, unsecured or falls as a result of the roofing operations of Company. Company shall not be responsible for any claims, damages or expenses arising from the presence or disturbance of asbestos containing, or toxic materials, or arising out of or in any way related to biological growth, including, but not limited to, all types of mold, or any other type of contamination of the Owner's building.

3. **MATERIALS.** All materials used shall be as stated in the specifications and/or attached Scope of Work.

4. **CUSTOMER'S RESPONSIBILITY.** The Customer is solely responsible for structural suitability of the building in light of specifications of the roofing system to be applied pursuant to this work order, including, but not limited to, load bearing capacity, dew point and vapor transmission calculations. Further, the Customer shall be solely responsible for any damages to any furniture, furnishing, fixtures or contents of the building during the performance of the work, except such damages as may be caused by the sole negligence of Company. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building and shall hold Company harmless from claims relating to fumes and odors emitted during the normal roofing process.

5. **PERMITS.** Customer shall secure and pay for necessary approvals, permits, easements, assessments and charges required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.

6. **GUARANTEE AND WARRANTY.** The type of guarantee and extent of coverage shall be as indicated in accordance with written guarantees, if any, offered by manufacturers of materials incorporated into the project. In addition to the manufacturer's guarantees, if so noted in the proposal, and upon receipt of final payment, Company shall guarantee workmanship furnished as part of this work order against defects in such workmanship for a period of one (1) year from the completion of work. ("Warranty") The value of this warranty shall not exceed the work order price. In all cases Company's liability is limited to repairs or roofing and waterproofing work and materials installed by Company, **EXPRESSLY EXCLUDING CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESS OR IMPLIED.**

7. **PONDING WATER.** Company is not responsible for location of roof drains, adequacy of drainage or ponding on the roof. It is understood by Customer that a Ponding Water condition is not indicative of a defective roof system. Positive Drainage is a design goal and is not always achievable. Company will not be held responsible for a Ponding Water condition that results from a roof structure that is not designed to achieve Positive Drainage as defined by the National Roofing Contractors Association (NRCA). Ponding Water is defined as a roof surface that is incompletely drained. Positive Drainage is a drainage condition with additional roof slope provided to ensure drainage of a roof area with 48 hours after a rainfall.

8. **INSURANCE.** Company agrees to purchase and maintain, as required by law, workers' compensation and general commercial liability insurance to protect the Customer from injuries and/or damages which may arise out of or result from Company's operations under this work order and for which Company may be legally liable, whether such operations be by Company or by anyone directly or indirectly employees by Company, or by anyone for whose acts Company may be liable. **Customer agrees to look solely to Company's appropriate insurance carrier for any and all damages resulting from personal injury or property damage claims including those caused by Company or Company's sole negligence.** Customer expressly waives all claims excluded under Company's insurance policies. The Customer agrees to provide sufficient insurance to protect Company against loss or materials installed on the premises due to fire, windstorm, hail or floods. Customer provided property insurance shall be on an all-risk policy form

and shall insure against the perils of fire and extended coverage and physical loss or damage including, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. If the property insurance requires minimum deductibles the Customer shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. The insurance shall waive rights of subrogation, if any against Company. The Customer shall purchase and maintain such insurance as will insure the Customer against loss of use of the Customer's property due to fire or other hazards, however caused. The Customer waives all rights of action against Company for loss of use of the Customer's property, including consequential damages. If Customer is not the owner of the property then Customer may satisfy its responsibilities hereunder by having the Owner provide the coverage in compliance with this paragraph.

9. **ACTS OF GOD.** Company shall not be responsible for damage or delay due to strikes, fires, accidents, acts of god or other causes beyond its reasonable control.

10. **ACCESS.** Company shall be permitted to use driveways, and paved areas leading, or adjacent to, the job site for its equipment without liability to Company occasioned by the negligence of others or by its equipment.

11. **STRUCTURAL SUITABILITY.** Company assumes full responsibility for furnishing roofing materials and for their proper installation in accordance with manufacturer's specifications. Company does not, either itself or through its representatives, practice architecture or engineering and offers no opinion on, and expressly disclaims any responsibility for, structural integrity, compliance with building codes or design. Opinions of competent structural engineers should be obtained by the Customer as to the structural soundness of the roof deck and its ability to properly support normal roof construction equipment and operations and the completed roof system. Company accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.

12. **FINAL PAYMENT.** The making of final payment shall constitute a waiver of all claims against Company by the Customer except for those arising from (a) unsettled liens stemming from work performed by Company, and (b) terms of any guarantee or warranty issued pursuant to this work order. No guarantee or warranty provided by Company shall be valid until full and final payment is received.

13. **ARBITRATION.** Any controversy or claim arising out of or relating to this work order, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgement upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, in Company's sole discretion, collection of unpaid balances may be sought in any Court having jurisdiction thereof or under this arbitration clause. Any legal claim against Company must be brought no later than one (1) year after Company has completed work.

14. **MISCELLANEOUS.** These Terms and Conditions together with the cover page providing the Scope of Work, etc. and any attachments constitute the entire agreement (Agreement) of the parties. Modifications to this Agreement can be made only in writing signed by Company. Customer permitting performance of work indicates acceptance without exception of this Agreement, even if this Agreement is not executed. This Agreement is solely for the benefit of Customer and Company, and is not intended for the benefit of any other parties.

15. **TERMS.** One-third (1/3) of the amount of this contract is due and payable at start-up/mobilization. The second one-third of the amount of this contract is due and payable when the project is 50% complete. The final one-third of the amount of this contract is due and payable upon completion. Interest shall start to accrue 30 days from the date of final invoice on any unpaid balance at 1 ½ % per month (18% per annum) or at the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs including actual attorney fees shall be added to the unpaid balance. Non-payment in accordance with these terms shall be considered material and cause for termination of performance by **CEI Michigan, LLC.** ("Company").

## Richard Duffany

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**From:** Pat Hohl  
**Sent:** Thursday, April 11, 2019 1:40 PM  
**To:** Richard Duffany  
**Subject:** FW: Hamburg Fire Station Proposal #1

*Pat Hohl*

Hamburg Township Supervisor  
Direct, 810-222-1116  
Cell, 586-663-2842

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**From:** E Cook [<mailto:ecook@ceigroupllc.com>]  
**Sent:** Wednesday, March 6, 2019 2:58 PM  
**To:** Pat Hohl <[pthohl@hamburg.mi.us](mailto:pthohl@hamburg.mi.us)>  
**Subject:** Hamburg Fire Station Proposal #1

Pat

Looking over my Bid, my price for the ballasted area for \$60,370.00 is still good. If you would like to change the insulation from two layers of 2" ISO to 2.6" ISO. The two layers of 2.6" ISO would give you a total R-value of 30. The price for this add is \$ 3,425.00. we should be able to get your roof done by June and if we cannot we will be able to bill you for the project to keep it in your fiscal year. Please let me know if you want me change our proposal form.

Thank you,

*Eric C. Cook*  
Eric C. Cook  
President

**CEI** MICHIGAN, LLC

*Built on Integrity...Growing through Service and Reliability*

P.O. Box 310 (Hamburg, MI 48139)  
Physical Address:  
7750 East M-36, Whitmore Lake, MI 48189-9715  
Phone 517-548-0039, Ext.124  
Direct 810-900-6907  
Cell Phone 810-602-7967  
Fax 517-548-0182  
[www.ceigroupllc.com](http://www.ceigroupllc.com)

### **Nothing Beats CEI Service**

- Experience you appreciate**
- Reliability you depend on**
- Quality you expect**



# Hamburg Township Public Safety Administration



PO BOX 157 • HAMBURG, MICHIGAN 48139  
PHONE: (810) 222-1171 • FAX: (810) 231-9401

RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE  
NICK MILLER, DEPUTY DIRECTOR OF PUBLIC SAFETY/FIRE CHIEF

RDUFFANY@HAMBURG.MI.US  
NMILLER@HAMBURG.MI.US

**TO:** Hamburg Township Board  
**FROM:** Chief Richard Duffany  
**DATE:** April 10, 2019  
**RE:** Agenda Item Topic: **Updated Operational Procedures**  
General Ledger #: N/A  
Number of Supporting Documents: 27  
NEW/OLD BUSINESS: **XXX** New Business  
\_\_\_\_\_ Old Business – Previous Agenda #:

### Requested Board Action

- Motion to approve the updated Hamburg Township Police Department Operational Procedures as outlined in this memo.
- Motions to approve the updated Hamburg Township Fire Department Standard Operating Procedures as outlined in this memo.

### Background Information

#### POLICE DEPARTMENT

As part of our annual review of the Hamburg Township Police Department Operational Procedures manual, the following 11 HTPD Operational Procedures have been updated/amended and are being submitted for review and approval by the Township Board:

- Operational Procedure #100-1: *General Rules of Conduct*
- Operational Procedure #100-2: *Citizen Complaint Procedure*
- Operational Procedure #300-14: *Hostages and Barricade Persons*
- Operational Procedure #300-27: *Police Vehicle Involved Traffic Crashes*
- Operational Procedure #300-29: *Police Building Access and Security*
- Operational Procedure #500-6: *Officer Uniform & Appearance*
- Operational Procedure #600-5: *Administrative Duty*
- Operational Procedure #600-6: *Discipline*
- Operational Procedure #600-8: *Anti-Harassment & Anti-Discrimination*
- Operational Procedure #600-13: *Ride Along Program*
- Operational Procedure #600-19: *Summer Internship Program (New Operational Procedure)*



# Hamburg Township Public Safety Administration



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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE  
NICK MILLER, DEPUTY DIRECTOR OF PUBLIC SAFETY/FIRE CHIEF

RDUFFANY@HAMBURG.MI.US  
NMILLER@HAMBURG.MI.US

Accompanying this memo is a draft copy of each new Operational Procedure as well as a copy marked up showing the changes (language added to the amended policies is in green font and language deleted is in red font).

## FIRE DEPARTMENT

The Hamburg Township Fire Department is in the process of reviewing all of its Standard Operating Procedures (SOPs) as they have not been updated since 2010. As part of the updating process, all HTFD SOPs will be made consistent with HTPD policies as to their form and content so that the police and fire departments have consistent and standardized policies for its employees. As such, each SOP is essentially a new policy and there is no “marked up” copy for each.

Listed below are the first series of HTFD Sops for review and approval by the Township Board:

- Standard Operating Procedure #100-1: *Chain of Command*
- Standard Operating Procedure #100-2: *General Rules of Conduct*
- Standard Operating Procedure #100-3: *Anti-Harassment & Anti-Discrimination*
- Standard Operating Procedure #100-4: *Citizen Complaint Procedure*
- Standard Operating Procedure #100-5: *Discipline*
- Standard Operating Procedure #100-6: *Probationary Firefighter Trainee Program*

Respectfully,

A handwritten signature in cursive script, appearing to read "Richard Duffany".

Chief Richard Duffany  
Director of Public Safety/Chief of Police

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 100-1 (01/22/14)

Title: **GENERAL RULES OF CONDUCT**

No. **100-1**

### **I. PURPOSE**

The purpose of this policy is to define departmental expectations for personal behavior on duty and off duty.

### **II. POLICY**

The Hamburg Township Police Department (HTPD) expects its personnel to maintain high standards of appearance and conduct. The public similarly expects such high standards. Officers wield considerable power over the citizenry, power that is carefully circumscribed by state and federal law, and ultimately, by the Constitution and Bill of Rights. Our powers to arrest, seize property, and interfere, at times, with the lives of citizens constitute a public trust. We can help insure that we regard this trust as vital by exemplary performance in our jobs. Performance is not enough: we must always conduct ourselves in an exemplary fashion.

### **III. MISSION**

The mission of the Hamburg Township Police Department is to protect life and property, preserve the peace, prevent crime, aggressively pursue violators of the law and enhance the quality of life of the residents of Hamburg Township. To accomplish this mission, the members of this department will work in cooperation with the community and other law enforcement agencies in a manner which reflects the highest degree of integrity and professionalism.

### **IV. COMMUNITY POLICING PHILOSOPHY**

The Hamburg Township Police Department strongly embraces a philosophy of being actively involved in our community. We believe that the best way to address the needs of the community and provide exceptional police service is to form a close working relationship with the residents, schools and businesses of Hamburg Township. By working closely with our community and fostering open communication, we desire to instill the confidence and trust of our residents that our officers will provide high-quality police service and maintain Hamburg Township as a safe place to live, work and visit.

## **V. GENERAL DUTIES**

### **A. Knowledge of Rules**

It is the duty of every member to know the rules, regulations, and operational procedures of the department.

### **B. Performance of Duties**

1. Members shall at all times take appropriate action to protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all federal, state and local laws and ordinances within departmental jurisdiction.
2. Members shall carry out their duties and responsibilities in an attentive and thorough manner and shall not neglect to properly perform any of their duties or responsibilities
3. Members shall be competent in the performance of their duties and shall possess the requisite knowledge and skill needed to carry out their duties in a satisfactory and professional manner.

### **C. Duty**

1. Members of the department will report for duty at the time and place specified by their assignment or orders and complete the number of hours on duty required by their assignment. Official notifications (i.e., subpoenas, hearings, etc.) shall constitute an order to report for duty.
2. Members of the department, while on duty, will remain alert and awake, unencumbered by alcoholic beverages, prescription drugs, marijuana, illegal controlled substances, or conflicts arising from off-duty employment.
3. Members of the department, while on duty, will not engage in any activity or personal business which would cause them to neglect their duty.
4. Officers on duty shall identify themselves to any person requesting an officer's name, rank, and badge number, except when the withholding of such information is necessary for the performance of police duties or properly authorized.
5. Members shall submit all necessary reports on time and in accordance with established departmental procedures. Reports submitted by members shall be truthful and complete. No member shall knowingly enter or cause

to be entered any inaccurate, false, or improper information.

6. While on duty, officers must carry department identification with them at all times. In addition, members shall carry a valid driver's license when operating a vehicle in an on-duty status.
7. In carrying out the performance of their duties, each member shall:
  - a. Maintain command of temper and patience;
  - b. Exercise appropriate discretion;
  - c. Refrain from coarse, boisterous, profane or disrespectful language;
  - d. Demonstrate empathy towards all persons seeking police assistance;
  - e. Act in a manner that reflects a professional image upon the member and the department.

**D. Responsibility of Off-Duty Officers**

1. Members of the department are required to conduct themselves at all times, including while off duty, in a manner which reflects the highest degree of integrity and which is consistent with the mission of the police department. Members will be held strictly accountable for off-duty conduct which disparages or harms the reputation/image of the department or another member or which is contrary to the stated mission of the department.
2. Under law, both on-duty and off-duty law enforcement officers of this department have peace officer authority within this jurisdiction. Off-duty law enforcement officers of this department will give first consideration to allowing appropriate action to be taken by on-duty HTPD officer's before taking other appropriate action.

**E. Obedience to laws, Ordinances, Rules, Regulations**

Members of the department will obey all federal and state laws. They will also obey all laws and ordinances of any local jurisdiction in which they are present. Members will obey all rules, regulations, directives, and orders as may be issued by the department.

**F. Duty to Report Misconduct or Dereliction of Duty**

1. Violation of the law, or the department's orders, rules, regulations, and operational procedures, by any member of the department undermines the ability of the department to deliver service to the community. Such behavior can damage credibility and respect, and in some cases, can endanger the lives of citizens and members.

2. Members having knowledge of another member violating the law will report such knowledge to the Chief of Police. Members having knowledge of another member violating the department orders, rules, regulation or procedures, shall report such knowledge to a supervisor.

**G. Compliance with Orders**

1. All department members will comply with verbal or written orders issued by supervisors. This will include any lawful orders relayed from a supervisor or a senior officer by a member of the same or lesser rank.
2. Failure or deliberate refusal to comply with a lawfully given order, ridiculing or criticizing a superior officer or their orders (whether in or out of their presence) or being openly defiant or insolent toward a superior officer constitutes insubordination.

**H. Conflicting or Illegal Orders**

1. Members who are given an otherwise proper order, which is in conflict with a previous order, rule, or regulation, shall respectfully inform the member issuing the order of the conflict. This should not be done in a loud tone nor in the presence or hearing of the public or an inmate. If the member issuing the order does not alter or retract the conflicting order, the order shall stand. Members shall obey the conflicting order and shall not be held responsible for disobedience of the order previously issued.
2. Members shall not obey any order which they reasonably believe should require them to commit any illegal act. If in doubt as to the legality of the order, members shall request a clarification of the order or confer with higher authority.

**I. Issuance of Orders**

1. Unless the situation warrants, supervisors will not knowingly or willfully issue any order in violation of any law or ordinance or of any rule, regulation, general or special order of the department.
2. It shall be incumbent upon all supervisors to express themselves adequately so that no incorrect assumptions may be made on what is or is not expected of subordinates.

**J. False or Misleading Statements**

1. A member must speak the truth at all times and under all circumstances. No member shall willfully depart from the truth in a statement, report, or

any other type of communication whether verbally or in writing.

2. It shall be a violation for a member to provide inaccurate or misleading information in any statement, communication or report (whether verbally or in writing). It is also a violation for members to knowingly omit any material fact or pertinent piece of information in any statement, communication or report of any kind.

**K. Citizen Complaints**

Members shall courteously and promptly respond to any complaints made by a citizen against any member of the department. Members shall follow established departmental procedures as outlined in Operation Procedure 100-2, *Citizen Complaint Procedure*, and all members are obligated to explain to inquiring citizens the complaint procedure.

**L. Evidence**

Property or evidence which has been discovered, gathered or received in connection with departmental responsibilities will be processed in accordance with departmental procedures. Members shall not convert to their own use, manufacture, conceal, falsify, destroy, remove, tamper with or withhold any property or evidence in connection with an investigation or other action, except in accordance with departmental procedures.

**M. Use of Force - General**

Officers shall use only the minimum force necessary to accomplish a legitimate purpose. Officers shall exhaust all reasonable means of apprehension and control within their abilities before resorting to the use of deadly force. Further guidelines concerning the use of force are outlined in the Operational Procedure 300-25, *Use of Force*.

**N. Use of Firearms and Weapons**

Officers shall not use, handle, or carry firearms or weapons in a careless or imprudent manner. Officers shall use firearms and weapons only in accordance with the law and departmental operational procedures.

**O. Custody of Prisoners**

Members charged with the custody of prisoners shall observe all current laws and departmental operational procedures regarding care, custody, and transportation of prisoners.

## **VI. GENERAL CONDUCT**

### **A. Respect**

1. Members of the department shall treat their co-workers, subordinates and associates with respect and shall be courteous and civil at all times in their relationship with each other.
2. Members shall not gossip or speak negatively about another member's personal character or conduct which is detrimental to such member.
3. Members shall be respectful toward superior ranking officers and shall refrain from any disrespectful speech or acts against them, whether in their presence or not.
4. When on duty and in the presence of the public or other law enforcement agencies, members shall be addressed or referred to by rank or title.

### **B. Civil Rights**

Members will not discriminate against any person because of their national origin, color, creed, sex, religious beliefs, age, or life styles. All members shall take care to observe and respect the civil rights of others, as the term "civil rights" is commonly understood.

### **C. Courtesy**

Members will address their associates or members of the general public courteously, and will not use abusive, violent, argumentative, insulting, or provoking language which could be deemed insulting to any person or group.

### **D. Cowardice**

An officer will not display cowardice in the line of duty or in any situation where the public or another officer might be subjected to physical danger. Unless actually incapacitated themselves, officers will aid, assist, and protect fellow officers in time of danger or under conditions where danger might reasonably be impending.

### **E. Misuse of Position**

1. Members will not at any time use or attempt to use their official position, badge or credentials for personal or financial gain or advantage.
2. Members shall only present or display their department credentials in

conjunction with official departmental business.

3. In the discharge of members' duties under the law and rules of this department, some decisions must necessarily be left to the discretion and sound judgment of the individual member, nevertheless, members may be required to answer for abuse of authority or discretion.

**F. Conduct Unbecoming**

Members shall conduct themselves at all times, both on duty and off duty, in such a manner as not to discredit the department. Conduct unbecoming of a member shall include that which brings the department into disrepute or reflects discredit upon the member, or that which impairs the operational efficiency of the department.

**G. Gifts, Gratuities, Rewards**

Members will not accept or solicit either directly or indirectly any gift, gratuity, loan, reward, or fee or any other thing of value arising from or offered because of their department employment, except lawful salary and that authorized by the Chief of Police.

**H. Memberships**

No member of the department shall be a member of any organization which advocates the violent overthrow of the government of the United States, the State of Michigan or any unit of local government, or participate in any organization which has a purpose, aim, objective or any practices which are contrary to the obligations of an officer under these rules and regulations.

**I. Associations**

Members shall avoid fraternization and/or cohabitation with persons whom they know, or should know, are persons under criminal investigation or indictment, or who have a reputation in the community or the department for involvement in felonious or criminal behavior, except as necessary to the performance of official duties, or where unavoidable due to family relationships with the member.

**J. Political Activity**

1. Members of the department may neither use their Township position for any political purpose nor engage in any political activities while on duty. Banned political activities while on duty include wearing political buttons, soliciting political contributions, displaying political bumper stickers or posters on Township vehicles or property or distributing political materials.

2. Members of the department will not be discriminated against as a result of their political affiliation.

**K. Physical Fitness for Duty**

All members of the department are expected to take reasonable steps to maintain good physical condition in order to cope with the demands of the profession. Physical injuries or health problems which would limit ability should be reported to a supervisor.

**L. Contact Information**

Members of the department shall keep up-to-date contact information with the Chief's office which includes home address and phone number. Members shall notify the Chief of Police within 24 hours of any changes to their home address or phone number.

**M. Leave**

1. Members of the department will not be absent from duty without first obtaining permission from a supervisor, except as provided in Sub-paragraph 2, below.
2. Members of the Department will, in situations requiring emergency leave or sick leave, notify a supervisor of the circumstances as soon as possible.

**N. Information**

1. Members of the department will not communicate to any person not an employee of this department any information concerning operations, activities or matters of departmental business, the release of which is prohibited by law or which may have an adverse impact on the department operations.
2. Members will communicate promptly to a supervisor, information regarding tips on crimes or criminal activity or other relevant law enforcement information which may come into their possession.

**O. Public Appearances**

Members receiving a request to make a public presentation or appearance, or publish an article concerning their duties, shall obtain permission from the Chief of Police/designee. The department wishes no interference with the First Amendment rights of members; however, the department reserves the right to authorize appearances or writings that represent the department.

**P. Use of Alcohol**

1. Members of the department will not drink any alcoholic beverage while on duty.
2. Members of the department will not appear for duty, or be on duty, while under the influence of intoxicants to any degree whatsoever or with an odor of intoxicants on their breath.
3. In the event of an emergency recall, each individual officer must determine fitness for duty if alcohol has been consumed. A supervisor will be consulted and asked to confirm or deny, as appropriate, the officer's judgment in the matter. No adverse actions will be taken if, in an emergency recall, the officer believes himself or herself to be incapacitated for duty, says so, or is told so by a supervisor, before actually going on duty.

**Q. Use of Drugs**

1. Members of the Hamburg Township Police Department are strictly prohibited from using any illegal drug/controlled substance or any form of marijuana under any circumstances (medicinal or recreational) while on duty or off duty.
2. Members using any prescribed drug or any other medication that could possibly induce impairment of their performance of duties will notify a supervisor.

**R. Use of Tobacco**

1. Officers of the department, while on-duty, will not use tobacco while engaged in traffic control, on an investigation, or while otherwise in direct contact with the public.
2. Members of the department will not use tobacco in any building or vehicle, owned or occupied by Hamburg Township, except as otherwise specified.

**S. Property and Equipment**

1. Members of the department will be responsible for the proper care and the use of department property and equipment assigned to or used by them and will promptly report to a supervisor any loss, damage, destruction or defect therein.
2. Members will not temporarily or permanently convert any department

property to their own personal use or the use of any other person.

3. When a member of the department terminates employment, all issued equipment will be returned by the effective termination date. Failure to return all items of department property may result in legal action.
4. Members of the department will have as a part of their issued equipment a copy of the policy and procedures, and will maintain and make appropriate changes or inserts as directed.
5. Each member of the department will be issued a Hamburg Township Police Department identification card and shall carry their identification card at all times while on duty. Lost or stolen cards shall be immediately reported to a supervisor.

**T. Reporting Arrests, Court Actions, Job-Related Interviews**

1. Members of the department will immediately report to a supervisor any arrests or court actions that may reflect upon the department.
2. Members who receive requests for interviews and/or depositions relating to the department, from persons or agencies outside the department (attorneys, insurance companies, etc), shall notify a supervisor. The supervisor may witness the interview unless it is of a private nature.

**U. Money Expenditures**

1. There will be no expenditures of money or financial obligations incurred in the name of the department by any member without permission from the Chief of Police/designee.
2. No member shall imply or accept financial liability for loss or damage on behalf of the department. Any inquiries concerning financial liability will be referred to the Chief of Police/designee.

**V. Payment of Debts**

Members shall keep their financial affairs in good order and under control.

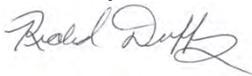
**W. Resignations**

A member must provide, to the Chief, at least two weeks written notice of his or her intent to resign.

**X. Personal Appearance and Grooming**

1. Members of the department will be neat, clean, well-groomed and present a professional appearance.
2. Officers shall wear and maintain uniform, clothing and will abide by the department hair and appearance standards in accordance with Operational Procedure 500-6, *Officer Uniform and Appearance*.
3. Civilian members of the department shall wear attire in keeping with their duties and responsibilities in accordance with previously established standards.
4. The only exception to this section shall be officers assigned to undercover work, where appearance alterations are necessary to fit a role being assumed. Such deviations in appearance and dress shall be authorized by a supervisor.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 100-2 (12/19/12)

Title: **CITIZEN COMPLAINT PROCEDURE**

No. **100-2**

### **I. PURPOSE**

The purpose of this order is to establish procedures to be used by the Hamburg Township Police Department to receive, document, investigate and resolve complaints against members of the Hamburg Township Police Department.

### **II. POLICY**

It is the policy of the Hamburg Township Police Department to continuously strive to improve the quality of police service provided to the citizens of Hamburg Township through an objective procedure of handling complaints against departmental personnel. Through this process, citizen confidence in the integrity of the department and its personnel can be achieved and maintained.

It is the policy of the Hamburg Township Police Department to fairly and impartially investigate all citizen complaints alleging police misconduct.

It is the policy of the Hamburg Township Police Department to investigate all complaints diligently while ensuring that all police employee rights as set forth in the U.S. Constitution, current state and federal law as well as applicable Collective Bargaining Agreements are strictly protected.

### **III. PROCEDURES**

#### **A. Filing of Complaint**

1. Formal citizen complaints may be made against any member, sworn or non-sworn, of the Hamburg Township Police Department.
2. When a citizen wishes to make a complaint about any member of the Hamburg Township Police Department, that citizen shall be referred to a supervisory officer.
3. Supervisors Responsibility
  - a. Supervisors receiving a formal complaint in person or over the telephone shall request that the citizen reduce their complaint to

writing and then forward the written complaint to the Chief of Police.

- b. If a citizen refuses to make a written complaint the receiving supervisor will forward an inter-departmental communication with any initial information that is relevant to the Chief of Police for a determination on how to proceed.
- c. If a complaint is lodged by mail, e-mail, or department web page, the written communication shall be forwarded to Chief of Police and be made a part of the investigative file.
- d. When a citizen is loud, boisterous, argumentative and/or intoxicated and their demeanor does not subside, the citizen will be instructed to return when they can conduct themselves in a calm and rational manner. The supervisor will forward an inter-departmental communication with any initial information that is necessary to the Chief of Police.
- e. Any complaint by a juvenile must be made with the parent or legal guardian.
- f. Nothing in this policy shall be construed as precluding a supervisor from attempting to resolve a minor complaint prior to it becoming a written formal complaint, provided that the citizen is satisfied with the resolution or explanation provided.
- g. In appropriate circumstances, a Supervisor may still conduct an investigation if all requirements listed in above (a – e) are not met.

**B. Complaint Investigation**

- 1. The Chief of Police shall review the complaint to determine the validity in relation to rules and regulations governing HTPD employee conduct and shall also determine if any criminal investigation is warranted.
- 2. Criminal investigations and administrative investigations into a complaint shall be investigated separately.
- 3. On all complaints alleging criminal wrongdoing on the part of a HTPD employee, the Chief shall request a criminal investigation into the matter by the Michigan State Police or other outside agency. The Chief of Police shall conduct the administrative investigation into all complaints criminal in nature.

4. On all complaints non-criminal in nature, the Chief shall assign a supervisor to investigate the complaint within five (5) business days of the filing of the complaint. The Chief shall also notify the Township Supervisor of any formal complaints within five (5) business days. In turn, the Township Supervisor will provide the Township Board of Trustees with notification of the complaint within two (2) business days.
5. Within three (3) working days of being assigned an investigation, the investigating supervisor shall notify the complainant to acknowledge receipt of the complaint and briefly explain the complaint investigative process.
6. Complaints against the Chief of Police shall be forwarded to the Township Supervisor for investigation. In such a case, the Township Supervisor shall fill the role of the Chief of Police in this policy.
7. Investigating Supervisor's Responsibility
  - a. Supervisors assigned to investigate a complaint shall conduct a investigation into the complaint which shall include interviewing the complainant, interviewing the member under investigation, interviewing any relevant witnesses and reviewing any relevant audio/video tapes, written reports or any other pertinent documents.
  - b. Interviews and statements may be tape recorded by the investigator. The recording, or transcript of the recording, will be retained as part of the investigative file.
  - c. The purpose of an administrative investigation is to determine whether there is sufficient evidence to prove that an employee violated a department rule, regulation, policy, procedure or directive.
  - d. An investigation of a complaint shall be completed within thirty (30) days unless an extension is granted by the Chief of Police.
  - e. It shall be the responsibility of the investigator to thoroughly document each step in the investigation and the result thereof in order to properly complete an investigative report which shall be made part of the complaint file.
  - f. At the conclusion of the investigation, the investigator shall complete a written report containing the name of the complainant, the name(s) of the HTPD employee(s) involved, a summarization of the investigation that was conducted and the information disclosed by the investigation. The investigator's report shall also contain a recommendation as to whether the complaint should be sustained or

whether the employee should be exonerated of the complaint.

8. A complaint may be withdrawn at any time, however, such a withdrawal will not preclude the continuation of an investigation and will not preclude the imposition of disciplinary sanctions in appropriate situations.
9. The Chief of Police may temporarily suspend an employee during a preliminary investigation in accordance with department policy and applicable collective bargaining agreements.
10. Efforts may be made by the Chief of Police/designee when appropriate to reach conciliation between all parties at any time during the complaint process. Conciliation shall not preclude further investigation or imposition of disciplinary sanctions in appropriate situations.

### **C. Employee Rights & Duties**

Investigators shall not knowingly violate an employee's due process rights in conducting the investigation and they shall not make any promises or offer rewards as an inducement to answer questions. Whenever appropriate, the investigator should seek guidance from either the Township Attorney or a Prosecuting Attorney to determine which interview rights are appropriate (i.e., Garrity or Miranda) and to determine the potential immunity which may attach to the statements as a matter of law. In addition:

1. Employees have a right to union representation at investigatory interviews.
  - a. Unless otherwise stated a collective bargaining agreement, an employee must make a clear request for union representation before or during the interview. The investigator shall not punish or otherwise retaliate against an employee for making this request.
  - b. Once an employee makes a request for union representation, the investigator shall either grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee or end the interview immediately without further questioning.
2. Personal property shall only be searched as permitted by applicable law. Department property may be searched at any time even if assigned to or used exclusively by a single person.
3. Employees of the HTPD will comply with all lawful orders for information, materials, or assistance when such orders are made by the investigator of a complaint.

4. All members of the department are required to answer questions by or render any relevant statements to a competent authority in a departmental personnel investigation when so directed. This requirement only applies to those rights which are not protected by Miranda/Garrity.
5. No member of the department shall knowingly hinder or interfere with any departmental investigation.
6. Communications using departmental facilities and/or equipment may be monitored and recorded under conditions permitted by law.
7. The Chief of Police/designee can order any employee of the HTPD to submit to any acceptable technique to secure non-testimonial evidence including, but not limited to, ballistics, photographs, and lineups.

**D. Disposition of Complaint**

1. Upon receipt of the investigator's report, the Chief of Police shall review the investigative report and make one of the following determinations:  
  

**Not Sustained** – The investigation failed to disclose sufficient evidence to support the allegation(s), the investigation proved that the allegation is false and did not occur or the investigation revealed that the acts complained of were lawful, justified and proper.

**Sustained**– The investigation disclosed sufficient evidence to support the allegation(s) made in the complaint.
2. Final authority and responsibility for determining the disposition of a complaint rests solely with the Chief of Police.
3. The Chief of Police shall notify the Township Supervisor in writing of the results of the investigation within five (5) business days of making a final disposition on the complaint. In turn, the Township Supervisor shall notify the Township Board of Trustees of the results of the investigation within two (2) business days.
4. The Chief of Police shall initiate the departmental disciplinary process if a complaint is sustained and there is evidence of a violation of a department policy or procedure. Such discipline shall be in accordance with the applicable collective bargaining agreement, if any.

5. Upon completion of an investigation and any review process, the Chief of Police will ensure the complainant is notified of the disposition of the investigation.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 300-14 (01/22/14)

Title: **HOSTAGES – BARRICADED PERSONS**

No. **300-14**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for handling incidents involving hostage and barricaded person(s) situations.

### **II. POLICY**

- A. It shall be the policy of the Hamburg Township Police Department (HTPD) that the operations leading to resolution of a hostage or barricaded person(s) incident be conducted to achieve the following objectives in a reasonable manner:
  - 1. Primary objective – To resolve the incident with consideration for the safety of civilians, hostage(s), police personnel, and the perpetrator(s).
  - 2. Secondary objective – Apprehension of the perpetrator(s) and the protection or recovery of property.
- B. The initial HTPD response and resolution efforts shall be the responsibility of the senior officer on shift, unless specifically relieved of that duty by a supervisor.
- C. Each incident has its own characteristics and solutions. Therefore, actions at the scene must be somewhat flexible as it is difficult to establish a step by step procedure for each incident. The actions(s) of the HTPD at the scene should be clear, decisive, and coordinated, and fully understood by all personnel involved.
- D. The Livingston Regional SWAT team shall be notified, if a determination is made by the Chief of Police, designee, or on-duty/on-call supervisor that a Hostage or Barricaded person situation exists as defined in section II of this policy.

### **III. DEFINITIONS**

- A. Hostage Situations – A hostage situation exists when a perpetrator(s) holds another person(s) captive through application or threat of violence in a known location. There are two types of hostage situations:
  - 1. Where a hostage(s) is taken as a bargaining tool for other demands (e.g., bank robber who wants to get away).

2. Where a hostage(s) is taken and the taking of a hostage(s) was the goal of the perpetrator(s) (e.g., domestic or terrorist situations).
- B. Barricaded Person(s) Situations – This type of incident is characterized by a subject, known or believed to be armed, in a contained location who refuses to comply with the lawful orders of HTPD personnel to surrender and who may express hostility or threats to HTPD officers and/or civilians.

#### **IV. PERSONNEL RESPONSIBILITIES AS TIME OR CONDITIONS PERMIT**

A. Responsibilities of HTPD Officers

1. If the incident is discovered by a HTPD officer, contact shall be made with a supervisor via telephone, if possible.
2. First officers at the scene, whether dispatched or self-initiated, will:
  - a. Attempt to identify the exact location of the incident.
  - b. Contain the situation with a perimeter designed to cover avenues of escape while providing the officer adequate cover to maximize personal safety.
  - c. Appraise the supervisor of the status of the situation and any observed needs.
  - d. Provide Central Dispatch with the safest route of approach and confer, if possible, with a Command on the location of a safe assembly area.
  - e. Normally, offensive action toward the perpetrator(s) should be avoided. However, there may be incidents when rapid response is necessary.
  - f. Detain anyone leaving the same location as the perpetrator.

B. Responsibilities of the Supervisor on Scene

1. Determine the crime involved and collect pertinent facts.
2. Evaluate the reasonableness of police actions by utilizing the following criteria:
  - a. Is the action necessary?
  - b. Is the action risk effective?
3. Map out the terrain or building layout.
4. Verify that the perimeter is secure and officers are safely positioned.
5. Instruct Central Dispatch on initial police response desired.

6. Establish a command post and assembly area and report the location to Central Dispatch.
7. When possible, assign an officer to command post security.
8. Confirm that a dispatcher and a separate radio frequency have been assigned to the incident operations.
9. Brief all arriving support units.
10. Identify the dangers to citizens. Contact and request evacuation of area residents if necessary and record all contacts.
11. Establish an outer perimeter or operations and designate those persons and vehicles that are authorized to enter/exit.
12. Develop alternate traffic routes.
13. Contact and brief the Chief of Police or designee.
14. Consider using additional resources such as mutual aid.
15. Resolve logistical/personal convenience concerns.
16. Request the participation of the Hamburg Township Fire Department (HTFD), if needed.
17. Secure the crime scene and assign an investigator.
18. Contact the on-call prosecutor, if needed.
19. Collect all pertinent reports.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 300-27 (09/01/07)

Title: **POLICE VEHICLE INVOLVED TRAFFIC CRASHES**

No. **300-27**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines to follow when an employee is involved in a traffic crash with a police vehicle.

### **II. PROCEDURE WHEN A CRASH OCCURS**

When an employee of the Hamburg Township Police Department (HTPD) is involved in a traffic crash while operating a HTPD vehicle within the Township limits, on public or private property, the following procedures shall be followed:

#### **A. One-Vehicle Property Damage Accident (PDA)**

1. HTPD personnel involved in a one-vehicle PDA shall immediately contact a supervisor.
2. If non-Township property is damaged in the crash then the involved officer shall remain at the scene until a supervisor arrives.
3. The responding supervisor shall complete a *UD-10 State of Michigan Official Traffic Crash Report*.
4. The responding supervisor shall attempt to notify the owner of the non-Township property damaged in the crash.
5. The supervisor shall notify the Chief of Police via text or email of the traffic crash.
6. The supervisor shall conduct an investigation into the traffic crash to determine if the involved officer is at fault and if any violations of department policy occurred. A memorandum containing the results of the investigation shall be forwarded to the Chief of Police.
7. The Chief of Police shall notify the appropriate Township personnel of any Township property damaged in an officer-involved crash.

B. Two-Vehicle PDA

1. HTPD personnel involved in a PDA involving two or more vehicles shall notify Livingston County Central Dispatch and request that a supervisor respond to the scene.
2. The involved officer shall remain at the scene.
3. The responding supervisor shall complete a *UD-10 State of Michigan Official Traffic Crash Report*;
4. The supervisor shall notify the Chief of Police via text, email or phone call of the traffic crash.
5. The supervisor shall conduct an investigation into the traffic crash to determine if the involved officer is at fault and if any violations of department policy occurred. A memorandum containing the results of the investigation shall be forwarded to the Chief of Police.

C. Personal Injury Accident (PIA) and Fatal Crashes

1. HTPD personnel involved in a PIA or fatal crash shall notify Livingston County Central Dispatch if possible and request that fire/EMS personnel respond. A supervisor shall also be requested to respond to the scene.
2. The involved officer shall remain at the scene and render aid to the injured if able.
3. The Michigan State Police or Livingston County Sheriff's Department shall be summoned to conduct the traffic crash investigation and complete the *UD-10 State of Michigan Official Traffic Crash Report*.
4. The responding HTPD supervisor shall immediately contact the Chief of Police via phone or the Deputy Chief if unable to make contact with the Chief.
5. The Chief of Police, or Deputy Chief in the Chief's absence, shall:
  - i. Respond to the scene of all serious PIAs and fatal crashes involving HTPD personnel.
  - ii. Notify the Township Supervisor.
  - iii. Prepare any media releases.
  - iv. Ensure compliance of the requirements of HTPD Operational Procedure #300-23: *Response to Critical Incidents*.
6. The Deputy Chief, or other supervisor designated by the Chief of Police

in the absence of the Deputy Chief, shall conduct an investigation into the traffic crash to determine if the involved officer is at fault and if any violations of department policy occurred. A memorandum containing the results of the investigation shall be forwarded to the Chief of Police.

Issued by:

A handwritten signature in cursive script, appearing to read "Richard Duffany".

Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 300-29 (09/01/07)

Title: **POLICE BUILDING ACCESS AND SECURITY**

No. **300-29**

### I. PURPOSE

This policy is established for the purpose of enhancing security for the protection of personnel, records and equipment within the Hamburg Township Police Department (HTPD) building. Cooperation of all employees is crucial to the success of any security policy. As the primary purpose of this policy is protection of personnel, support of each department member is important for the benefit of all.

### II. POLICY

It will be the policy of the HTPD to adhere to an appropriate security program within the HTPD building. It will be the responsibility of all personnel to observe established security procedures and to cooperate with the enforcement of these security procedures.

### III. DEFINITIONS

**Visitors** – Shall be defined, for purpose of this policy, as any non-employee of the HTPD (i.e., outside law enforcement personnel, family members, guests of HTPD employee's, any victim/witness/suspect to be interviewed, finger printed, identify property, pick up and/or drop off property, etc.).

**Secured Door** – Means any door, whether on the exterior or interior of the police building, which requires use of a security access code to gain entry.

**Staff Areas** – Are those areas that are behind locked doors or gates (police building except for the lobby). Security access codes shall be given to all HTPD personnel for access to the parking lot gate and interior/exterior building doors.

### IV. PROCEDURE

- A. Access to, and movement within, the HTPD building will be maintained in the following manner:
  1. Only authorized employees and visitors shall have access to staff areas, including the police parking lot.
    - a. Visitors shall not be left unattended inside the HTPD building at any time.
    - b. No employee shall furnish any person, outside of the HTPD, the

security access codes for the parking lot gate or building doors.

- i. Reserve police officers may be given security access codes.
- ii. Police explorers or summer interns shall not be given security access codes.
- iii. Security access codes shall be changed anytime an officer, civilian employee or reserve police officer ceases working for HTPD.
- iv. Security access codes shall be changed periodically at the direction of the Chief of Police.

2. Movement of the general public (without authorization) will be limited to the lobby of the building.

- B. It shall be the responsibility of all employees to challenge or report any unauthorized person(s) observed in a staff area.
- C. The parking lot gate shall remain closed at all times. Employees shall immediately report any malfunctioning of the gate to a supervisor.
- D. Garage bay doors shall remain closed at all times unless in use and an employee is present.
- E. All secured doors shall remain closed at all times.
- F. The two lobby doors leading to the staff area shall remain closed at all times.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:



# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 500-6 (06/09/14)

Title: **OFFICER UNIFORM AND APPEARANCE**

No. **500-6**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines regarding officer appearance and dress code.

### **II. STANDARD POLICE UNIFORM**

- A. Officers assigned to wear a uniform shall wear a complete uniform, including all equipment, at all times during their tour of duty, unless otherwise directed. The uniform may be worn on other occasions when directed or authorized by a command officer.
- B. Uniform clothing issued by the Hamburg Township Police Department (HTPD) and approved by the Police Chief will be the only authorized uniform, unless otherwise provided in this procedure.
- C. Uniform clothing will not be worn in conjunction with civilian attire.
- D. The uniform will not be worn while performing any personal activity which would tend to bring HTPD into disrepute.
- E. All uniforms, accessories, and components worn by a uniformed employee must be kept clean and/or polished, and properly maintained.
- F. Shirts
  - 1. Officers have discretion as to when wear long-sleeve or short-sleeve standard uniform shirts throughout the year as long as it is appropriate for the weather conditions.
  - 2. The top button of both short-sleeved and long-sleeved shirts shall be unbuttoned at all times.
  - 3. Officers may only wear a navy blue or black t-shirt that is visible under their uniform shirt.
  - 4. Officers may wear an authorized navy blue turtleneck under their long-sleeve uniform shirt.
  - 5. Standard uniform shirts shall have the department patch on each shoulder.
  - 6. The following shall be worn on standard uniform shirt:

a. Badge

The official department-issued badge shall be worn centered directly above the left breast pocket of the uniform shirt.

b. Name Plate

The nameplate shall be worn on the uniform shirt and centered on the top seam of the right breast pocket.

c. Whistle/Whistle Chain

- i. All officers will be issued a whistle.
- ii. The whistle chain shall be attached to the uniform shirt from the right shoulder epaulet button with the whistle placed inside the right breast pocket of the uniform shirt.

d. Rank Insignia

- i. Sergeant chevrons are to be affixed to both sleeves and centered  $\frac{1}{4}$  inch below the shoulder patch.
- ii. The rank insignia of supervisory officers shall be affixed to the collar of the uniform shirt parallel with the sloping edge of the collar.

e. Merit Award Ribbons

Merit award ribbons shall be worn in accordance to the standards set forth in Operational Procedure #600-17: *Awards and Citations*.

G. Jackets

1. Officers shall only wear department-issued jackets while on duty.
2. Jackets shall have badge, shoulder patches and sergeant chevrons and/or rank insignia, as appropriate.

H. Sweaters

1. Only an authorized sweater will be worn.
2. A uniform shirt or turtle neck (navy or black) shall be worn under the sweater.

I. Ballistic Vests

1. All police officers will be issued a ballistic vest.

2. The ballistic vest shall be worn while in uniform with the following exceptions:
  - a. Officers that are assigned within police buildings (i.e., desk duty).

**NOTE:** Officers must wear their vest when leaving police buildings unless authorized by the Chief of Police.
  - b. Uniformed personnel who are conducting or participating in training in a classroom setting (if different than a police building).

**NOTE:** The supervisor in charge of training will make the determination if the vest shall be worn with the general guideline that the vest be worn when there is a reasonable expectation that the officer may be called upon to perform a police function.
  - c. Uniformed personnel who are conducting or participating in a ceremonial activity, public meetings, or school functions as authorized by the Chief of Police.
  - d. Officers working marine patrol in the HTPD police boat.
3. While in uniform, officers will wear their vest to and from training and on breaks away from the training site.
4. Officers shall be responsible for the cleaning and maintenance of their issued vest per manufacturer instructions.
5. Officers are permitted to wear their ballistic vest on top of their uniform shirt in a department-approved exterior carrier. Officers shall be responsible to seek replacement for their exterior carrier if it becomes faded or worn to the point that it presents an unprofessional image.

J. Footwear

Officers shall wear plain (no pattern) black tie shoes or boots that are cleaned and shined. Laces will be black. Cowboy type boots, athletic shoes, and loafers are prohibited.

K. Leather Gear and Equipment

1. Belts

- a. The garrison belt shall be worn overtop of a pant belt and secured together by belt keepers.

- b. Belts shall be kept clean, polished and properly maintained.

2. Duty Equipment

- a. Only HTPD authorized equipment may be worn on the garrison belt.
- b. The wearing of the garrison belt and the attached authorized gear is optional for personnel who are assigned duties inside the station. These officers may carry an authorized firearm in a department approved holster in place of the garrison belt.

**NOTE:** When leaving police buildings in uniform, the garrison belt and ballistic vest must be worn unless authorized by the Chief of Police.

L. Head Gear

- 1. The wearing of the uniform hat with badge will be optional in most cases. There will be times, however, when protocol will require hats be worn (e.g., funerals, parades, etc.). The uniform hat will be worn in a straight-away manner.
- 2. The uniform hat with badge will only be worn with the authorized shirt, sweater, and/or jacket.
- 3. Plastic hat covers may be used only during inclement weather.
- 4. Department-approved knit hats may be worn during cold weather; especially if the officer will be out of the car for an extended period of time.
- 5. Only HTPD provided or approved motorcycle helmets shall be worn when on motorcycle patrol.
- 6. Officers may wear a department-issued baseball hat while working road patrol duties.

M. Ties

- 1. Ties may only be worn when attending formal ceremonies, funerals, etc.
- 2. Tie and Tie Clip
  - a. Ties shall be worn with long sleeved shirts, centered to cover buttons.
  - b. The tie clasp shall be placed far enough into the shirt to be hidden from sight.
  - c. The tie clip shall be worn centered on the tie and even with the bottom of the breast pocket flap.
  - d. Tie clips shall be professional in nature. Officers shall not wear a tie clip that is offensive, obscene, controversial or which brings the

department into disrepute.

N. Raincoats

Only department-issued or approved raincoats may be worn by uniform personnel.

O. Traffic Safety Vests

Traffic safety vests will be issued to each marked patrol vehicle and shall be worn in accordance with the guidelines of Operational Procedure #500-10, *Traffic Safety Vests*.

**III. EXCESSIVE HEAT UNIFORM**

A. Officers may (optional) wear department-issued navy blue polo shirt and BDU pants on road patrol during periods of excessive heat (as a general rule, this would be when the forecasted high temperature for the day is 90 degrees or hotter).

B. Partners shall wear the same uniform for the day.

**IV. SPECIAL EVENT/DETAIL UNIFORM**

A. Marine Patrol Detail

1. Officers working marine patrol details shall wear the department-issued tan polo shirt with department-issued navy blue shorts or BDU pants, as appropriate for weather conditions.
2. Officers shall at a minimum wear their duty weapon, holster and handcuffs while working marine patrol.
3. Officers may wear a department-issued baseball hat while on marine patrol.
4. Officers shall wear footwear while on the boat. The footwear can be more casual than that required for patrol duties but must be professional in nature and must allow the officer to adequately perform their duties.
5. The wearing of ballistic vests is optional while on the boat, however, ballistic vests shall be carried with officers while on marine patrol and be readily available.

B. Lakelands Trail Detail

1. Officers working the Lakelands Trail detail, whether on a bicycle or Utility Vehicle, shall wear the department-issued tan polo shirt with department-issued navy blue shorts or BDU pants, as appropriate for

weather conditions.

2. Officers shall at a minimum wear their duty weapon, holster, handcuffs and prep radio while working the Lakelands Trail detail.
3. Officers may wear a department-issued baseball hat while on the Lakelands Trail detail.
4. Officers shall wear their ballistic vests while working the Lakelands Trail detail.

C. Special Events

1. Officers working large special events, such as the Hamburg Family Funfest, shall wear the department-issued tan polo shirt and navy blue BDU pants.
2. Officers working special events shall wear their garrison belt with authorized equipment.
3. Officers may wear a department-issued baseball hat while working special events or details.
4. Officers shall wear their ballistic vests while working special events or details.

D. Community Appearances

Officers representing the department at community appearances such as school presentations, homeowner association meetings, etc. shall wear their standard duty uniform and equipment unless prior approval is obtained from a supervisor.

**V. PLAINCLOTHES DUTY**

Members of HTPD assigned to duty requiring the wearing of civilian attire shall wear clothing appropriate for their assignment, except when otherwise directed by a commanding officer.

**VI. TRAINING ATTIRE**

Officers attending training shall wear attire in compliance with the requirements of HTPD Operational Procedure #500-4: *Dress Code for Non-Uniform Personnel* unless otherwise notified by a supervisor.

**VII. ACCEPTABLE COURT ATTIRE**

HTPD employees shall wear their police uniform or business attire to all Court proceedings, License Appeal Board Hearings, Liquor Control Commission and/or Civil Depositions.

A. Business Attire Defined:

1. Informal Traffic Hearings: dress slacks and collared shirts are acceptable.
2. Formal Traffic Hearings, District and Circuit Court: business suits (ties for men) are acceptable.

## **VIII. REPLACEMENT**

Officers requesting replacement of department-issued uniforms and/or equipment shall complete an HTPD quartermaster form and obtain approval of a supervisor. The quartermaster form shall then be forwarded to the Chief of Police for final approval.

## **IX. HAIR REGULATIONS**

A. Male uniform officer's hair shall conform to the following standards:

1. The hair on top of the head will be neatly groomed. The length and/or bulk of the hair will not be excessive or present a ragged, unkempt, or extreme appearance.
2. Hair will not fall over the ears or eyebrows or touch the collar except for the closely cut hair at the back of the neck.
3. In all cases, the bulk of the length of hair will not be permitted to interfere with the wearing of the issued HTPD headgear.
4. Sideburns are to be neatly trimmed and of an even width. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest portion of the earlobe.
5. The face will be clean shaven except for permitted mustaches.
6. No portion of a mustache shall extend more than  $\frac{1}{4}$  inch beyond a vertical line drawn upward from the corner of the mouth. If a mustache is worn, it will be kept neatly trimmed and will be located entirely above the upper lip and portions of a mustache shall not fall below the corners of the mouth.
7. Goatees or beards are not authorized.

B. Female uniform officer's hair shall conform to the following standards:

1. The hair on top of the head will be neatly groomed. The length and/or bulk of the hair will not be excessive or present a ragged, unkempt, or extreme appearance.
2. A female officer's hair shall not extend below the bottom edge of the shirt collar.
3. If longer hair is worn, it must be kept pinned up with barrettes, hair clips and/or a hair band.
4. The bulk and length of hair shall not interfere with the wearing of HTPD headgear.

C. Except when acting under proper and specific orders from a command officer or

while assigned to an undercover assignment, officers on duty shall maintain a neat, well-groomed appearance and shall style their hair according to established HTPD regulations.

- D. Officers assigned to special/limited duty assignments shall wear their hair in a clean, neat and combed manner.

#### **X. JEWELRY AND ACCESSORIES REGULATIONS**

- A. No more than two (2) rings will be allowed to be worn by uniformed employees during duty hours. Bracelets and necklaces may be worn, but the department is not responsible for any damage or loss of these items if worn. Necklaces must be concealed under t-shirts.

Note: For the purpose of this rule, an engagement and wedding ring combination shall be considered as one ring.

- B. Jewelry shall be worn in such a manner so as to be incapable of being grabbed by or otherwise accessible to prisoners and/or the public.
- C. Jewelry shall not be extreme in appearance and shall be worn so as to present a professional appearance.
- D. Earrings for female officers shall be post-style or hoops less than ½ inch in diameter.
- E. Employees may wear sun glasses that are conservative in appearance and design. The Chief of Police reserves the right to prohibit certain colors and styles.
- F. Cosmetics, if worn, shall be subdued and blended to match the natural skin color.

#### **XI. FINGERNAIL REGULATIONS**

- A. Fingernails shall be maintained at a length so as to not interfere with the employee's duties, handling of prisoners, or use of equipment.
- B. Male employees may not wear fingernail polish of any type. Female employees may wear fingernail polish that is professional and of a subdued color.

#### **XII. TATTOO AND SIMILAR BODY MODIFICATION REGULATIONS**

- A. While on duty or otherwise representing the department, members shall not display visible tattoos, body art, branding, or intentional scarification that is offensive, obscene, advocates or symbolizes gang, supremacist, or extremist

group affiliation, drug use, nudity, or sexual acts.

1. Members shall not otherwise have any tattoos, body art, branding, or intentional scarification on the head, face, neck, scalp, arms, hands, or other visible area unless approved by the Chief of Police.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 600-5 (09/01/07)

Title: **ADMINISTRATIVE DUTY/LEAVE**

No. **600-5**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for the use of Administrative Duty.

### **II. DEFINITION**

- A. Administrative Duty - This is used when Hamburg Township Police Department employees are not able or authorized to continue in their current work assignment due to circumstances involving their job but are able to remain in a productive work environment performing administrative duties within the police department.
- B. Administrative Leave - This is used when Hamburg Township Police Department employees are not able or authorized to continue in their current work assignment due to circumstances involving their job and the Chief of Police determines based upon the circumstances and/or other post-incident information that it would not be in the best interest of the employee or the department for the employee to work.

### **III. GUIDELINES RELATING TO ADMINISTRATIVE DUTY/LEAVE**

- A. Officers involved in a duty-related shooting, a fatal traffic crash, or a deadly force incident shall be removed from line duties and placed on Administrative Duty or Administrative Leave following the incident.
- B. Employees involved in predetermination employment reviews and hearings may be removed from line duties and placed on Administrative Duty or Administrative Leave during the review and hearing process.
- C. Employees may be assigned Administrative Duty or Administrative Leave in other situations whenever necessary or appropriate as determined by the Chief of Police/designee.
  - 1. Administrative Duty is to be considered a work assignment and the duties of that assignment are to be determined by the Chief of Police/designee.
  - 2. Employees placed on Administrative Duty or Administrative Leave will receive their regular pay.

3. Administrative Duty may commence the first working day following the incident and the Chief of Police shall determine the work schedule/hours for the employee consistent with the needs of the department and Collective Bargaining Agreement, if applicable.
  4. The period of time that employees will be on Administrative Duty or Administrative Leave may be determined by the results of administrative investigation, legal review, and when appropriate, the employee's fitness to return to duty examination.
- D. Administrative Duty or Administrative Leave supersedes any previously scheduled vacation time or other paid time off.
1. Employees with scheduled vacation during Administrative Duty or Administrative Leave may have their vacation rescheduled for a later time.
  2. The dates of any rescheduled vacation shall be determined by mutual agreement between the employee and the Department.
  3. Scheduled time off that is not rescheduled shall be taken as scheduled.
- E. Employees placed on Administrative Duty or Administrative Leave may be allowed to return to regular duty at the discretion of the Chief of Police/designee.
- F. Administrative Duty or Administrative Leave status shall not prevent or preclude the imposition of either temporary relief of duty or a suspension with or without pay according to the terms of the disciplinary procedures.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 600-6 (01/22/14)

Title: **DISCIPLINE**

No. **600-6**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for disciplinary actions involving Hamburg Township Police Department (HTPD) personnel.

### **II. POLICY**

It is the policy of the Hamburg Township Police Department to operate a system of discipline which is fairly, efficiently and consistently administered so as to promote and maintain a culture of public accountability, individual responsibility and the highest standards of professionalism.

### **III. FORMAL DISCIPLINE**

- A. Formal discipline consists of verbal warnings, written warnings, written reprimands, demotions, suspensions without pay and termination.
- B. Discipline shall be the responsibility of the Chief of Police.
- C. Discipline imposed by the Chief of Police shall be for just cause and shall be of a progressive disciplinary nature provided that the Chief of Police may take immediate and appropriate disciplinary action not of a progressive nature depending on the circumstances and seriousness of the offense.
- D. Any disciplinary actions more than two (2) years old (calculated from the date the employee actually received the discipline) shall not be considered in any subsequent disciplinary matter.
- E. All disciplinary processes and investigations shall comply with state and federal law and any applicable Collective Bargaining Agreement. In the event of a conflict between this policy and an applicable Collective Bargaining Agreement the Collective Bargaining Agreement shall supersede this policy.
- F. Nothing in this policy shall be construed as preventing a supervisor from informally counseling officers as necessary.

#### **IV. DISCIPLINARY PROCEDURES**

- A. When formal discipline against a member of the department is initiated by a supervisor, the supervisor shall send a written report to the Deputy Chief outlining the conduct surrounding the alleged violation.
- B. Upon receipt of a disciplinary report, the Deputy Chief shall commence an investigation into the matter which shall include conferring with the initiating supervisor, interviewing the member under investigation, interviewing any relevant witnesses and reviewing any relevant audio/video tapes, written reports or any other pertinent documents.
- C. In the absence of the Deputy Chief, the Chief of Police may assign any supervisor to conduct the investigation.
- D. After reviewing all information regarding the alleged violation, the Deputy Chief shall make a written report of the findings from the investigation including any violations of department policies or procedures.
- E. The Deputy Chief shall forward the findings to the Chief of Police and to the member under investigation. If any policy violations were found, the Deputy Chief shall also formally charge the member under investigation with the violation(s).
- F. The Chief of Police shall review the findings and review any additional relevant information which may include conducting a hearing with the member under investigation.
- G. The Chief of Police shall render a decision on the matter and impose discipline, if appropriate.
- H. The Chief of Police shall conduct a pre-determination/ "Laudermill" conference in all disciplinary cases for which the contemplated charge may involve a suspension, demotion or termination.

#### **V. INTERFERING WITH DISCIPLINARY PROCESS OR INVESTIGATION**

- A. No member of the department shall knowingly hinder or interfere with the disciplinary process or any departmental investigation.
- B. Members are required to provide written reports or statements and/or answer all questions specifically related to alleged violations of department policies/procedures in all departmental investigations into the alleged violations when ordered to do so by competent authority.

1. Failure to provide the ordered written reports or statements and/or answer all questions specifically related to alleged violations of department policies/procedures in a departmental investigation shall subject the member to discipline, up to and including termination.
  2. When issuing an order for a report, statement or answers to questions, the supervisor issuing the order shall inform the member that they are compelled to provide the report, statement or answers or face discipline, up to and including termination, for failing to do so.
- C. No member against whom formal charges have been made shall attempt to directly or indirectly by threat, appeal, persuasion, or the payment or promise of reward have the charges withdrawn or reduced. This section does not apply to conversations between union representatives of a charged member and the Chief of Police/designee in an attempt to reach a resolution in any disciplinary matter.
- D. No member against whom formal charges have been made shall allow or cause any person to intercede personally, or by written communication, on their behalf in any manner whatsoever with any official within the police department for the purpose of having the charges withdrawn or reduced.

## **VI. TEMPORARY RELIEF OF DUTY**

- A. Should an employee be the subject of a departmental investigation or charged with a serious violation of department written rules, regulations, procedures, directives or orders, the Chief of Police may temporarily relieve the employee of duty.
- B. Employees temporarily relieved of duties shall receive their regular pay unless formally charged with a felony crime.
- C. Employees temporarily relieved of duties shall have their police powers/authority suspended.
- D. Any supervisor has the authority to issue an emergency relief of duty order for an employee engaged in a serious offense in the interests of maintaining the efficient operations of the department (i.e., intoxicated on duty, committing criminal acts, insubordination...).
- E. A supervisor who issues an emergency relief of duty order shall immediately contact the Chief of Police as soon as practical. If unable to make contact with the Chief of Police, then the supervisor shall contact the Deputy Chief.

- F. Upon notification, the Chief/designee will concur or not concur with the temporary relief of duty order.
  - 1. In the event the Chief/designee concurs with the temporary relief of duty, the Chief/designee will inform the employee of the conditions of the relief of duty and the Chief/designee shall commence the disciplinary process as outlined in this policy.
  - 2. In the event the Chief/designee does not concur with a temporary relief of duty, he/she may put the relieved officer back to his/her regular assignment at their next regularly scheduled shift. The Chief/designee may also ask for additional clarification from the supervisor having direct knowledge concerning the matter, call for further investigation to be conducted and defer further action pending the completion of the investigation, or direct some course of action other than relief of duty.

## **VII. OFFICER RESPONSIBILITIES DURING RELIEF OF DUTY/SUSPENSION**

- A. An employee who is relieved of duty or suspended without pay as part of the disciplinary process shall be responsible for court attendance, medical/fitness for duty examination(s), and other duties as directed by the Chief/designee.
- B. An employee relieved of duty/suspended shall:
  - 1. Immediately surrender his/her badge, departmental identification, departmental weapon, and all other departmental property deemed necessary by the Chief/designee.
  - 2. Not wear any identifiable part of the official police uniform.
  - 3. Not act in the capacity of, nor represent himself/herself as a police officer in any manner except as stated in Section VII., A., above.

## **VIII. ADMINISTRATIVE DUTY/LEAVE**

An officer may be placed on Administrative Duty/Leave without being relieved of police powers. See Operational Procedure 600-5, *Administrative Duty/Leave*, for guidelines relating to Administrative Duty/Leave.

## **IX. PRE-DETERMINATION CONFERENCE**

- A. The Chief of Police shall conduct a pre-determination conference in all disciplinary cases for which the contemplated charge may involve a suspension,

demotion or termination

- B. The charged officer shall be notified by the Chief of Police of the conference date, time, and location.
- C. The officer may, at his/her option, have union representation attend the conference.
- D. The responsibilities of the Chief of Police at the pre-determination conference shall include:
  - 1. Ensuring that the charged officer has received notice of the charges against them and has reviewed a copy of the findings which includes the evidence against them.
  - 2. Providing the officer the opportunity to respond to the charges or provide any additional relevant information before a disciplinary decision is rendered.
  - 3. Imposing the disciplinary sanction, in accordance with this policy and applicable Collective Bargaining Agreement when the officer does not respond or provide any additional relevant information.
  - 4. In the event that the officer does provide additional relevant information, reviewing the additional information and consulting with the investigating supervisor before rendering a disciplinary decision.

**X. DISCIPLINARY ACTION INVOLVING THE CHIEF**

Disciplinary action involving the Chief of Police shall be the responsibility of the Township Board.

**XI. TERMINATIONS**

The Chief of Police shall forward a recommendation for termination to the Township Board for review. All terminations must be authorized by the Township Board.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 600-8 (01/22/14)

Title: **ANTI-HARASSMENT AND ANTI-DISCRIMINATION**

No. **600-8**

### **I. PURPOSE**

The purpose of this policy is to establish guidelines and procedures to be followed in order to provide a quality work environment for all employees of the Hamburg Township Police Department.

### **II. POLICY**

It is the policy of the Hamburg Township Police Department to provide a quality work environment for all members of the department where they can perform their duties free from all forms of harassment, discrimination and threatening behavior.

It is the policy of the Hamburg Township Police Department to take affirmative steps to prevent workplace harassment, discrimination and threatening behavior and to thoroughly investigate all complaints of harassment, discrimination or threatening behavior in a fair, impartial and speedy manner in order to remedy the situation and prevent reoccurrences.

A quality work environment is one which allows a member of this department to perform their duties to the best of their ability without being subject to intimidation, humiliation, or insult and without being subject to offensive or unlawful harassment or discrimination.

### **III. PROHIBITED CONDUCT**

All forms of sexual harassment, general harassment, employment discrimination and threatening behavior, as defined in this policy, of or by members of the Hamburg Township Police Department are strictly prohibited. Violation of this policy shall subject the offending member to disciplinary action, up to and including termination of employment.

#### **A. Sexual Harassment**

Sexual harassment in the workplace occurs whenever unwelcome conduct on the basis of gender affects a person's ability to perform their job. It is defined by the U.S. Equal Employment Opportunity Commission (EEOC) as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment, or

- submission to or rejection of the conduct by an individual is used as a basis for employment decisions affecting such individual, or
- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

### Examples of Prohibited Sexual Harassment

1. Requests by a supervisor for sexual favors from a subordinate in exchange for job-related favors or positive employment decisions;
2. Retaliation, sabotage of an employee's work or other adverse employment actions taken by a supervisor against a subordinate for not agreeing or submitting to sexual advances or requests for sexual favors;
3. Recurring sexual advances or requests for dates after the original advance or request has been denied;
4. Displaying or posting pornographic or sexually suggestive pictures;
5. Telling crude or offensive jokes or stories of a sexual nature;
6. Using indecent gestures or making sexually-suggestive sounds toward a member such as whistling;
7. Using sexually-oriented demeaning names or using demeaning terms toward female employees such as "babe" or "honey"
8. Using departmental computers or Township WiFi to download/display sexually explicit or offensive material;
9. Engaging in unwanted or unnecessary physical touching or contact;
10. Sending communications which are sexually explicit, sexually suggestive or contain sexual overtones.

### **B. General Harassment**

General harassment for purposes of this policy is defined as a course of conduct against a member of this department, regardless of rank, by another member which is not covered by the sexual harassment or discrimination provisions of this policy but which has the effect of unreasonably interfering with an individual's ability to perform their duties or which creates a hostile, intimidating or offensive working environment.

1. It is recognized by the department that in all work settings where people interact with each other that there are going to be personality conflicts,

difference of opinions, and different work styles which can lead to arguments, confrontations and animosity toward each other. As such, it is not the intent of this harassment policy to govern one-time action or sporadic conduct by a member which does not demonstrate an intent to harass another member or have the effect of creating a hostile work environment.

2. The purpose of this policy, as it relates to non-sexual harassment, is to target and eliminate repeated or pervasive conduct which interferes with a member's ability to perform their job or which creates a hostile work environment.

#### Examples of Prohibited General Harassment

1. Repeatedly posting or distributing pictures, cartoons or other material which disparages, ridicules or denigrates a member of the department after having been advised to cease the conduct by the member or a supervisor;
2. Repeatedly sending threatening, insulting or disparaging communications to another member of the department;
3. Repeatedly spreading false information or rumors about another member;
4. Continuing to engage in practical jokes, sabotage of another's work or property, or name calling after having been advised to cease the conduct by the member or a supervisor.

#### **C. Employment Discrimination**

Employment discrimination occurs when an employer treats an employee differently, unequally or unfairly in employment decisions based upon the employee's race, color, national origin, religion, sex/gender, pregnancy, sexual orientation, age or disability.

#### **D. Threatening Behavior**

It is the policy of the Hamburg Township Police Department to provide all members with a workplace free of personal threats and intimidation. HTPD is firmly committed to a policy of zero-tolerance as it pertains to acts of violence, threats of violence and other threatening and/or intimidating behavior.

#### Examples of Prohibited Threatening Behavior

1. Acts of physical violence in the workplace or arising out of a workplace association.
2. Casual or joking remarks (including remarks made in jest or horseplay) of any threat of violence. The articulation of same will be presumed to constitute a statement of an

employee's intent to do carry out such threat.

3. Any act of sabotage or threat of sabotage against the property of the Township or any HTPD employee, customer or visitor.
4. Any threat of violence or conduct which reasonably creates a hostile, abusive or intimidating work environment.

#### **IV. REPORTING AND INVESTIGATION PROCEDURES**

The following procedures shall be followed for reporting and investigating any complaint of harassment, discrimination or threatening behavior:

- A. Due to the seriousness of any violation of this policy, all complaints of any type of harassment, discrimination or threatening behavior should be made directly to the Chief of Police.
- B. If a person wishing to file a complaint of harassment, discrimination or threatening behavior feels more comfortable in doing so then they may file their complaint with any other departmental supervisor or with their union representative. A member receiving a complaint of harassment, discrimination or threatening behavior shall then immediately notify the Chief of Police of the complaint.
- C. The complainant shall be requested to reduce their complaint to writing, however, a written complaint is not necessary to move forward with an investigation and the complainant shall not be ordered to make a written statement.
- D. The Chief of Police shall review the complaint, confer with the complainant and then either commence an investigation into the complaint or assign an impartial supervisor to investigate the complaint.
- E. The Chief of Police shall notify the Township Supervisor of any complaints in violation of this policy within five (5) business days.
- F. If any interested person is aware of any reason which would affect the neutrality of the investigating supervisor, such person shall immediately notify the Chief of Police.
- G. The member under investigation shall be notified by the investigating officer of the complaint and advised of department policy regarding employee harassment and/or discrimination.
- H. The complainant and the member under investigation shall be separated in their work assignments until conclusion of the investigation into the complaint.

- I. The member under investigation shall be ordered not to interact with or have any type of contact with the complainant, on duty or off duty, until conclusion of the investigation into the complaint.
- J. No member shall retaliate or otherwise create a hostile work environment for any other member for coming forward with a complaint of harassment, discrimination or threatening behavior. Any acts of retaliation shall immediately be reported to the investigating officer who shall investigate the alleged retaliation. Any member found to have engaged in any form of retaliation shall be subject to disciplinary action, up to and including termination of employment.
- K. The investigating officer shall conduct a thorough investigation into the harassment, discrimination or threatening behavior complaint which shall include interviewing the complainant, interviewing the member under investigation, interviewing any possible witnesses and reviewing any material audio/video tapes, reports or any other pertinent documents.
- L. The complainant is not required to submit to the interviewing process or to provide any additional information in order for the investigation to proceed. However, any complainant must realize that failure to cooperate fully in the investigation may severely hamper the department's ability to conduct a thorough investigation and hinder the department from imposing discipline on an offending member due their Collective Bargaining Agreement rights and their Constitutional due process rights.
- M. Upon conclusion of the investigation, the investigating officer shall reduce their findings to writing and submit their results to the Chief of Police for review. If the investigating officer has determined there to be any violation of this policy or violation of any other Hamburg Township Police Department policy or procedure, then they shall initiate the departmental disciplinary process against the offending member.
- N. The Chief of Police shall notify the Township Supervisor in writing of the results of the investigation within five (5) business days of making a final disposition on the complaint.

**V. SUPERVISOR RESPONSIBILITIES**

Each supervisor has an affirmative duty to help provide a quality work environment by eliminating all forms of harassment, discrimination and unwanted conduct in their work areas. Specifically, all supervisors are charged with taking the following actions:

- A. Removing postings or pictures which are sexual in nature or which are disparaging to member(s) of the department;
- B. Refraining from and preventing others from displaying pornographic or sexually

suggestive pictures;

- C. Refraining from and discouraging others from telling crude or offensive jokes or stories;
- D. Refraining from and discouraging others from using indecent gestures or making sexually-suggestive sounds;
- E. Refraining from and discouraging others from using sexually-oriented demeaning names or using demeaning terms toward female employees such as “babe” or “honey.”
- F. Refraining from and preventing others from using departmental computers or Township WiFi to download/display sexually explicit or offensive material;
- G. Refraining from unwanted or unnecessary physical contact with all other members and reporting any observed unwanted/unnecessary physical contact;
- H. Refraining from using demeaning, insulting or intimidating language toward another employee and reporting any observed use of such language;
- I. Refraining from making any employment decision based upon an employee’s race, color, national origin, religion, sex/gender, pregnancy, sexual orientation, age or disability and reporting any other supervisor observed using these factors in their decision-making process.
- J. Immediately reporting to the Chief of Police any acts of violence, threats of violence or other threatening and/or intimidating behavior of a member of the department.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 600-13 (09/01/07)

Title: **RIDE-ALONG PROGRAM**

No. **600-3**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for the Hamburg Township Police Department (HTPD) Ride-Along Program.

### **II. POLICY**

It is the policy of the Hamburg Township Police Department to allow certain non-law enforcement individuals to ride along with HTPD officers while performing their duties in order for the individual to observe and gain knowledge of the job tasks performed by HTPD officers.

### **III. ELIGIBILITY**

- A. The HTPD Ride-Along program is designed to be a learning experience for individuals to assist them in their current or future careers. As such, the following individuals are eligible to participate in the HTPD Ride-Along program as observers:
1. Criminal Justice college students.
  2. HTPD police xxplorers.
  3. HTPD summer interns.
  4. Livingston County Central Dispatch employees.
  5. Elected officials (local, state and federal).
  6. 53<sup>rd</sup> District Court and 44<sup>th</sup> Circuit Court employees.
  7. School administrators from the Pinckney Community Schools, Brighton Area Schools, Whitmore Lake Schools, Howell Public Schools and Dexter Community Schools.
- B. The Chief of Police may authorize ride-alongs for individuals not on the above list if it is consistent with the purpose of the Ride-Along Program or would serve a law enforcement purpose (i.e., community policing events).
- C. The Chief of Police may authorize an officer's family member to ride-along with an officer provided that such ride-along is limited to a maximum of six (6) hours and an individual family member may only perform one (1) ride-along.

**IV. RESTRICTIONS**

- A. Individuals who are 14 years of age or younger shall not be allowed to ride-along without the approval of the Chief of Police.
- B. Individuals 17 years of age and younger may ride only if accompanied by a parent or guardian.
- C. Ride-alongs shall be for a maximum of six (6) hours. Any ride-along over 6 hours must be approved by the Chief of Police.
- D. No more than two people may ride-along with an officer at one time.
- E. No ride-alongs will be permitted between the hours of 12:00am – 6:00am.

**V. APPLICATION PROCESS**

- A. Individuals desiring to participate in the Ride-Along Program must contact the HTPD in person between 8:00am and 4:00pm, Monday through Friday, and provide pictured identification.
- B. HTPD reserves the right to deny any application.
- C. *A Hamburg Township Ride-Along Observer Application Form and Waiver of Liability and Covenant Not to Sue* form shall be completed by the individual requesting to ride-along, see Appendix I and II below.
- D. Individuals who are under eighteen years of age are required to have a parent or guardian sign the *Waiver of Liability and Covenant Not to Sue* form.
- E. HTPD staff will conduct a background check on the applicant for criminal history and/or pending civil action against Hamburg Township or its employees. Applications by subjects with a criminal background and/or history of civil litigation against Hamburg Township may be denied.
- F. The completed Ride-Along application form will be forwarded to a supervisor for approval.

**VI. OFFICER'S RESPONSIBILITIES**

- A. Officers shall inform the ride-along observer that they are not to take any type of enforcement action while with the officer and that they are not to leave the patrol car without permission of the officer.

- B. It is intended that the ride-along observer witness as much of the officer's activities as possible. While responding to calls, the officer should:
  - 1. Briefly explain what is transpiring.
  - 2. Explain why the call is being handled in the manner used.
  - 3. Inform the ride-along observer where to remain and what to/not to do while the call is being handled.
- C. It is a violation of the Fourth Amendment for police to bring members of the media or other third parties into a home during the execution of a warrant when the presence of the third parties in the home was not in the aid of the execution of the warrant (*Wilson v Layne* 141F3d111, 1998). For this reason, officers should require ride-along observers to remain in the vehicle or at some other safe location during the execution of any warrant.
- D. Pursuant to HTPD Operational Procedure #300-18: *Emergency Vehicle Operation*, officers shall not initiate, engage or otherwise become involved in any vehicle pursuit situation while a ride-along observer is in their patrol vehicle.
- E. Ride-along observers may accompany the officer during arrest situations if, in the officer's opinion, it does not constitute a hazard. During the arrestee transport, the ride-along observer shall remain in the front seat of the patrol vehicle.
- F. Officers shall take reasonable steps to prevent ride-along observers from obtaining information via the Law Enforcement Information Network (LEIN).
- G. An officer or supervisor may rescind permission to ride if the ride-along observer's appearance or demeanor is unacceptable.
- H. The ride-along may be terminated by the officer at any time due to unusual or hazardous duty conditions or improper conduct on the part of the ride-along observer.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

Appendix I

**WAIVER OF LIABILITY AND COVENANT NOT TO SUE**

I have asked to be allowed to accompany Hamburg Township Police Officers in the course of their duties and to ride in a vehicle being operated by an Officer of the Hamburg Township Police Department.

I hereby agree, both on my own behalf and on behalf of my heirs and assigns, that Hamburg Township, its Employees, Agents, and Sureties will not be liable, in any way, for any loss, injury, exposure to communicable diseases, or other damage to me or to my property which may occur as a result of or in the course of my accompaniment of Hamburg Township Officers in the course of their duties or my presence in a Hamburg Township vehicle due to any cause including negligent act or failure to act by a member of the Hamburg Township Police Department or any other person. I also agree on my own behalf and on behalf of my heirs and assigns that I will not sue Hamburg Township or any of its Employees, Agents, or Sureties for any such loss, injury, or damage to me or my property arising from my presence in a Hamburg Township Police Department vehicle and with Hamburg Township Police Department Officers during the course of their duties.

I understand that the work of the Hamburg Township Police Department may, at times, be dangerous and that by accompanying Hamburg Township Police Department Officers as a "Ride-Along" guest, I may be exposing myself and my property to significant danger, injury, damage, or other loss. I also understand that this may include an exposure to blood, bodily fluids, communicable disease, or other potential biohazard. I also understand that I am being allowed to accompany Hamburg Township Police Department Officers in the course of their duties and ride in a Hamburg Township Police Department vehicle strictly as a guest and observer and that I am not to be involved in their duties in any way at any time unless specifically request by them. I also agree to follow any direction from the Officer relating to the use of any cleansing agents or decontamination procedures. I agree to defend and indemnify Hamburg Township and its Officers and Employees jointly and severally against any and all suits or claims for damages or losses which may be caused by my actions or activities while accompanying Hamburg Township Police Department Officers in the course of their duties and while riding in a Hamburg Township Police Department vehicle as a guest in the "Ride-Along" Program.

I HAVE FULLY READ AND UNDERSTAND THE CONTENTS OF THIS WAIVER OF LIABILITY AND COVENANT NOT TO SUE AND UNDERSTAND THAT BY PLACING MY SIGNATURE BELOW I AM AGREEING TO ITS TERMS.

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

SIGNATURE OF RIDE-ALONG GUEST: \_\_\_\_\_

PRINTED NAME OF RIDE-ALONG: \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN: \_\_\_\_\_

(If Guest is under 18 years of age)

*If the Ride-Along Guest is under eighteen (18) years of age, this Waiver of Liability and covenant Not to Sue must be signed by the Ride-along Guest's parent or guardian.*

**HAMBURG TOWNSHIP POLICE DEPARTMENT**  
**Ride-Along Application**

**Print Name** \_\_\_\_\_  
(first) (middle) (last)

**Date of Birth** \_\_\_\_\_ **Social Security #** \_\_\_\_\_  
(month) (day) (year)

**Address** \_\_\_\_\_  
(street) (city) (state) (zip)

Have you ever been convicted of a crime other than a traffic offense?  Yes  No  
Have you ever been a party in civil litigation involving Hamburg Township?  Yes  No

**Reason for Ride-Along:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I authorize the Hamburg Township Police Department to conduct a criminal background investigation

\_\_\_\_\_  
Ride-Along Applicant (signature) Date

\_\_\_\_\_  
Authorizing Supervisor (signature) Date

\_\_\_\_\_  
-----

**Officers Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: **NEW**

Title: **SUMMER INTERNSHIP PROGRAM**

No. **600-19**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for the Hamburg Township Police Department (HTPD) Unpaid Summer Internship Program.

### **II. POLICY**

It is the policy of the Hamburg Township Police Department to provide a limited number of unpaid summer internship opportunities to assist criminal justice college students in completing their academic requirements.

### **III. ELIGIBILITY:**

Applicants for the HTPD Summer Internship Program must meet the basic minimum qualifications to be eligible for the program:

- A. Must be 18 years of age.
- B. Must be enrolled in a Criminal Justice program at an accredited university or college.
- C. Must not be on academic or disciplinary probation at their university or college.
- D. Must have no felony convictions.

### **IV. APPLICATION PROCESS**

- A. Individuals desiring to participate in the Summer Internship Program must contact the Chief of Police and obtain a Summer Internship application.
- B. The application shall be completed by the individual and returned to the Chief of Police.
- C. The Chief of Police shall review the individual's application, driving record, criminal history record as well as any police contacts listed in the department's Record Management System.

- D. Selection for the Summer Internship Program is solely in the discretion of the Chief of Police and he/she may deny an application based upon any information obtained in the applicant's background check.

**V. SUMMER INTERNSHIP PROGRAM**

- A. A maximum of two (2) summer internships will be offered by HTPD each year.
- B. Summer internships shall run between May 1<sup>st</sup> and August 31<sup>st</sup> of each year.
- C. The dates of the internship and number of hours to be completed will be dictated by the requirements of the student's academic program.
- D. Individuals participating in the Summer Internship Program are volunteering to participate in order to complete their academic requirements and shall not be paid any form of compensation.
- E. Summer interns are not employees of Hamburg Township and are not in any way to be considered an employee, agent or member of the Hamburg Township Police Department or of Hamburg Township.

**VI. SUPERVISOR'S RESPONSIBILITIES**

- A. Each summer intern will be assigned to a shift supervisor who will have responsibility for overseeing completion of their internship requirements.
- B. The assigned supervisor will meet with the intern and develop a schedule that meets that needs of the internship requirements and the needs of the department.
- C. The assigned supervisor will ensure that the *Waiver of Liability and Covenant Not to Sue* form is properly completed by the intern prior to the intern being permitted to perform any ride-alongs with officers. The completed form shall be forwarded to the Chief of Police.
- D. The assigned supervisor will ensure that the intern completes LEIN Security Awareness training with the department's LEIN TAC.
- E. Supervisor's shall monitor the conduct of the intern while in the internship program and immediately report to the Chief of Police any improper or inappropriate conduct by the intern.
- F. Supervisors have the authority to send an intern home in their sole discretion if they believe the intern has engaged in improper or inappropriate conduct while performing their internship duties.

- G. An internship shall be suspended pending a review of the circumstances by the Chief of Police on any report of improper or inappropriate conduct on the part of an intern. The Chief of Police may terminate an internship upon a finding that the intern engaged in improper or inappropriate conduct.
- H. At the conclusion of the internship, the Chief of Police shall confer with the assigned supervisor to review the intern's performance. The Chief of Police shall be responsible for completing and submitting any paperwork to the intern's school.

**VII. OFFICER'S RESPONSIBILITIES**

- A. Officers assigned to take an intern on a ride-along shall adhere to all the requirements for ride-alongs as outlined in HTPD Operational Procedure #600-13: *Ride-Along Program*.
- B. Officers have an affirmative duty to immediately report any improper or inappropriate conduct on the part of an intern to a supervisor.
- C. Officers shall provide feedback to their supervisor as to the overall performance of the intern assigned to them.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

Appendix I

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SIGNATURE OF RIDE-ALONG GUEST: \_\_\_\_\_

PRINTED NAME OF RIDE-ALONG: \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN: \_\_\_\_\_

(If Guest is under 18 years of age)

*If the Ride-Along Guest is under eighteen (18) years of age, this Waiver of Liability and covenant Not to Sue must be signed by the Ride-along Guest's parent or guardian.*

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **January 22, 2014**

Rescinds: 100-1  
(09/01/07)

Title: **GENERAL RULES OF CONDUCT**

No: **100-1**

### I. PURPOSE

The purpose of this policy is to define departmental expectations for personal behavior on duty and off duty.

### II. POLICY

The Hamburg Township Police Department (HTPD) expects its personnel to maintain high standards of appearance and conduct. The public similarly expects such high standards. Officers wield considerable power over the citizenry, power that is carefully circumscribed by state and federal law, and ultimately, by the Constitution and Bill of Rights. Our powers to arrest, seize property, and interfere, at times, with the lives of citizens constitute a public trust. We can help insure that we regard this trust as vital by exemplary performance in our jobs. Performance is not enough: we must always conduct ourselves in an exemplary fashion.

### III. MISSION

The mission of the Hamburg Township Police Department is to protect life and property, preserve the peace, prevent crime, aggressively pursue violators of the law and enhance the quality of life of the residents of Hamburg Township. To accomplish this mission, the members of this department will work in cooperation with the community and other law enforcement agencies in a manner which reflects the highest degree of integrity and professionalism.

### IV. COMMUNITY POLICING PHILOSOPHY

The Hamburg Township Police Department strongly embraces a philosophy of being actively involved in our community. We believe that the best way to address the needs of the community and provide exceptional police service is to form a close working relationship with the residents, schools and businesses of Hamburg Township. By working closely with our community and fostering open communication, we desire to instill the confidence and trust of our residents that our officers will provide high-quality police service and maintain Hamburg Township as a safe place to live, work and visit.

### V. GENERAL DUTIES

#### A. **Knowledge of Rules**

It is the duty of every member to know the rules, **General Orders**, regulations, and **operational** procedures of the department. ~~In the event of a violation, it shall be assumed that the member was familiar with the violated rule, General Order,~~

~~Regulation, or Procedure.~~

**B. Performance of Duties**

1. Members shall at all times take appropriate action to protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all federal, state and local laws and ordinances within departmental jurisdiction.
2. Members shall carry out their duties and responsibilities in an attentive and thorough manner and shall not neglect to properly perform any of their duties or responsibilities
3. Members shall be competent in the performance of their duties and shall possess the requisite knowledge and skill needed to carry out their duties in a satisfactory and professional manner.

**C. Duty**

1. Members of the department will report for duty at the time and place specified by their assignment or orders and complete the number of hours on duty required by their assignment. Official notifications (i.e., subpoenas, hearings, etc.) shall constitute an order to report for duty.
2. Members of the department, while on duty, will remain alert and awake, unencumbered by alcoholic beverages, prescription drugs, marijuana, illegal narcotics controlled substances, or conflicts arising from off-duty employment.
3. Members of the department, while on duty, will not engage in any activity or personal business which would cause them to neglect their duty.
4. Officers on duty shall identify themselves to any person requesting an officer's name, rank, and badge number, except when the withholding of such information is necessary for the performance of police duties or properly authorized.
5. Members shall submit all necessary reports on time and in accordance with established departmental procedures. Reports submitted by members shall be truthful and complete. No member shall knowingly enter or cause to be entered any inaccurate, false, or improper information.
6. While on duty, officers must carry department identification with them at all times. In addition, members shall carry a valid driver's license when operating a vehicle in an on-duty status.
7. In carrying out the performance of their duties, each member shall:
  - a. Maintain command of temper and patience;
  - b. Exercise appropriate discretion;

- c. Refrain from course, boisterous, profane or disrespectful language;
- d. Demonstrate empathy towards all persons seeking police assistance;
- e. Act in a manner that reflects a professional image upon the member and the department.

**D. Responsibility of Off-Duty Officers**

1. Members of the department are required to conduct themselves at all times, including while off duty, in a manner which reflects the highest degree of integrity and which is consistent with the mission of the police department. Members will be held strictly accountable for off-duty conduct which disparages or harms the reputation/image of the department or another member or which is contrary to the stated mission of the department.
2. Under law, both on-duty and off-duty law enforcement officers of this department have peace officer authority within this jurisdiction. Off-duty law enforcement officers of this department will give first consideration to allowing appropriate action to be taken by on-duty HTPD officer's before taking other appropriate action.

**E. Obedience to laws, Ordinances, Rules, Regulations**

Members of the department will obey all federal and state laws. They will also obey all laws and ordinances of any local jurisdiction in which they are present. Members will obey all rules, regulations, directives, and orders as may be issued by the department.

**F. Duty to Report Misconduct or Dereliction of Duty**

1. Violation of the law, or the department's orders, rules, regulations, and **operational** procedures, by any member of the department undermines the ability of the department to deliver service to the community. Such behavior can damage credibility and respect, and in some cases, can endanger the lives of citizens and members.
2. Members having knowledge of another member violating the law will report such knowledge to the Chief of Police/**designee**. Members having knowledge of another member violating the department orders, rules, regulation or procedures, shall report such knowledge to a supervisor.

**G. Compliance with Orders**

1. All department members will comply with verbal or written orders issued by supervisors. This will include any lawful orders relayed from a supervisor or a senior officer by a member of the same or lesser rank.
2. Failure or deliberate refusal to comply with a lawfully given order, ridiculing or criticizing a superior officer or their orders (whether in or out of their presence) or being openly defiant or insolent toward a superior

officer constitutes insubordination.

#### H. **Conflicting or Illegal Orders**

1. Members who are given an otherwise proper order, which is in conflict with a previous order, rule, or regulation, shall respectfully inform the member issuing the order of the conflict. This should not be done in a loud tone nor in the presence or hearing of the public or an inmate. If the member issuing the order does not alter or retract the conflicting order, the order shall stand. Members shall obey the conflicting order and shall not be held responsible for disobedience of the order previously issued.
2. Members shall not obey any order which they reasonably believe should require them to commit any illegal act. If in doubt as to the legality of the order, members shall request a clarification of the order or confer with higher authority.

#### I. **Issuance of Orders**

1. Unless the situation warrants, **members supervisors** will not knowingly or willfully issue any order in violation of any law or ordinance or of any rule, regulation, general or special order of the department.
2. It shall be incumbent upon all **members supervisors** to express themselves adequately so that no incorrect assumptions may be made on what is or is not expected **of subordinates**.

#### J. **False or Misleading Statements**

1. A member must speak the truth at all times and under all circumstances. No member shall willfully depart from the truth in a statement, report, or any other type of communication whether verbally or in writing.
2. It shall be a violation for a member to provide inaccurate or misleading information in any statement, communication or report (whether verbally or in writing). It is also a violation for members to knowingly omit any material fact or pertinent piece of information in any statement, communication or report of any kind.

#### K. **Citizen Complaints**

Members shall courteously and promptly respond to any complaints made by a citizen against any member of the department. Members shall follow established departmental procedures as outlined in Operation Procedure 100-2, *Citizen Complaint Procedure*, and all members are obligated to explain to inquiring citizens the complaint procedure.

#### L. **Evidence**

Property or evidence which has been discovered, gathered or received in connection with departmental responsibilities will be processed in accordance

with departmental procedures. Members shall not convert to their own use, manufacture, conceal, falsify, destroy, remove, tamper with or withhold any property or evidence in connection with an investigation or other action, except in accordance with departmental procedures.

**M. Use of Force - General**

Officers shall use only the minimum force necessary to accomplish a legitimate purpose. Officers shall exhaust all reasonable means of apprehension and control within their abilities before resorting to the use of deadly force. Further guidelines concerning the use of force are outlined in the Operational Procedure 300-25, *Use of Force*.

**N. Use of Firearms and Weapons**

Officers shall not use, handle, or carry firearms or weapons in a careless or imprudent manner. Officers shall use firearms and weapons only in accordance with the law and departmental operational procedures.

**O. Custody of Prisoners**

Members charged with the custody of prisoners shall observe all current laws and departmental operational procedures regarding care, custody, and transportation of prisoners.

**VI. GENERAL CONDUCT**

~~A. **Respect**~~

~~Members of the department will display respect for their associates and members of the general public. When on duty and in the presence of the public, members shall be addressed or referred to by rank or title. Members shall not gossip or speak negatively about another member's personal character or conduct which is detrimental to such member.~~

**A. Respect**

1. Members of the department shall treat their co-workers, subordinates and associates with respect and shall be courteous and civil at all times in their relationship with each other.
2. Members shall not gossip or speak negatively about another member's personal character or conduct which is detrimental to such member.
3. Members shall be respectful toward superior ranking officers and shall refrain from any disrespectful speech or acts against them, whether in their presence or not.
4. When on duty and in the presence of the public or other law enforcement agencies, members shall be addressed or referred to by rank or title.

**B. Civil Rights**

Members will not discriminate against any person because of their national origin, color, creed, sex, religious beliefs, age, or life styles. All members shall take care to observe and respect the civil rights of others, as the term "civil rights" is commonly understood.

**C. Courtesy**

Members will address their associates or members of the general public courteously, and will not use abusive, violent, argumentative, insulting, or provoking language which could be deemed insulting to any person or group.

**D. Cowardice**

An officer will not display cowardice in the line of duty or in any situation where the public or another officer might be subjected to physical danger. Unless actually incapacitated themselves, officers will aid, assist, and protect fellow officers in time of danger or under conditions where danger might reasonably be impending.

**E. Misuse of Position**

1. Members will not at any time use or attempt to use their official position, badge or credentials for personal or financial gain or advantage.
2. Members shall only present or display their department credentials in conjunction with official departmental business.
3. In the discharge of members' duties under the law and rules of this department, some decisions must necessarily be left to the discretion and sound judgment of the individual member, nevertheless, members may be required to answer for abuse of authority or discretion.

**F. Conduct Unbecoming**

Members shall conduct themselves at all times, both on duty and off duty, in such a manner as not to discredit the department. Conduct unbecoming of a member shall include that which brings the department into disrepute or reflects discredit upon the member, or that which impairs the operational efficiency of the department.

**G. Gifts, Gratuities, Rewards**

Members will not accept or solicit either directly or indirectly any gift, gratuity, loan, reward, or fee or any other thing of value arising from or offered because of their department employment, except lawful salary and that authorized by the Chief of Police.

**H. Memberships**

No member of the department shall be a member of any organization which advocates the violent overthrow of the government of the United States, the State of Michigan or any unit of local government, or participate in any organization which has a purpose, aim, objective or any practices which are contrary to the obligations of an officer under these rules and regulations.

**I. Associations**

Members shall avoid fraternization and/or cohabitation with persons whom they know, or should know, are persons under criminal investigation or indictment, or who have a reputation in the community or the department for involvement in felonious or criminal behavior, except as necessary to the performance of official duties, or where unavoidable due to family relationships with the member.

**J. Political Activity**

~~1. Members of the department are permitted to participate fully in public affairs, except as provided by law, to the extent that such endeavors do not impair the neutral and efficient performance of official duties, or create real or apparent conflicts of interest.~~

1. Members of the department may neither use their Township position for any political purpose nor engage in any political activities while on duty. Banned political activities while on duty include wearing political buttons, soliciting political contributions, displaying political bumper stickers or posters on Township vehicles or property or distributing political materials.

2. Members of the department will not be discriminated against as a result of their political affiliation.

**K. Physical Fitness for Duty**

All members of the department are expected to take reasonable steps to maintain good physical condition in order to cope with the demands of the profession. Physical injuries or health problems which would limit ability should be reported to a supervisor.

~~**L. Telephone**~~

~~Members shall maintain a telephone at their home or personal cellular phone. Members shall notify the Chief of Police within 24 hours of any changes to their telephone number or home address.~~

**L. Contact Information**

Members of the department shall keep up-to-date contact information with the Chief's office which includes home address and phone number. Members shall notify the Chief of Police within 24 hours of any changes to their home address or phone number.

**M. Leave**

1. Members of the department will not be absent from duty without first obtaining permission from a supervisor, except as provided in Sub-paragraph 2, below.
2. Members of the Department will, in situations requiring emergency leave or sick leave, notify a supervisor of the circumstances as soon as possible.

**N. Information**

1. Members of the department will not communicate to any person not an employee of this department any information concerning operations, activities or matters of departmental business, the release of which is prohibited by law or which may have an adverse impact on the department operations.
2. Members will communicate promptly to a supervisor, information regarding tips on crimes or criminal activity or other relevant law enforcement information which may come into their possession.

**O. Public Appearances**

Members receiving a request to make a public presentation or appearance, or publish an article concerning their duties, shall obtain permission from the Chief of Police/designee. The department wishes no interference with the First Amendment rights of members; however, the department reserves the right to authorize appearances or writings that represent the department.

**P. Use of Alcohol**

1. Members of the department will not drink any alcoholic beverage while on duty.
2. Members of the department will not appear for ~~regular~~ duty, or be on ~~regular~~ duty, while under the influence of intoxicants to any degree whatsoever or with an odor of intoxicants on their breath.
3. In the event of an emergency recall, each individual officer must determine fitness for duty if alcohol has been consumed. A supervisor will be consulted and asked to confirm or deny, as appropriate, the officer's judgment in the matter. No adverse actions will be taken if, in an emergency recall, the officer believes himself or herself to be incapacitated for duty, says so, or is told so by a supervisor, before actually going on duty.

**Q. Use of Drugs**

~~Members, will not use any narcotic, stimulating or dangerous drug while on duty or off duty unless prescribed by a physician. Members using any prescribed drug or narcotic or any other medication that could possibly induce impairment of their~~

~~performance will notify a supervisor.~~

1. Members of the Hamburg Township Police Department are strictly prohibited from using any illegal drug/controlled substance or any form of marijuana under any circumstances (medicinal or recreational) while on duty or off duty.
2. Members using any prescribed drug or any other medication that could possibly induce impairment of their performance of duties will notify a supervisor.

**R. Use of Tobacco**

1. Officers of the department, while on-duty, will not use tobacco while engaged in traffic control, on an investigation, or while otherwise in direct contact with the public.
2. Members of the department will not use tobacco in any building or vehicle, owned or occupied by Hamburg Township, except as otherwise specified.

**S. Property and Equipment**

1. Members of the department will be responsible for the proper care and the use of department property and equipment assigned to or used by them and will promptly report to a supervisor any loss, damage, destruction or defect therein.
2. Members will not temporarily or permanently convert any department property to their own personal use or the use of any other person.
3. When a member of the department terminates employment, all issued equipment will be returned by the effective termination date. Failure to return all items of department property may result in legal action.
4. Members of the department will have as a part of their issued equipment a copy of the policy and procedures, and will maintain and make appropriate changes or inserts as directed.
5. Each member of the department will be issued a Hamburg Township Police Department identification card and shall carry their identification card at all times while on duty. Lost or stolen cards shall be immediately reported to a supervisor.

**T. Reporting Arrests, Court Actions, Job-Related Interviews**

1. Members of the department will immediately report to a supervisor any arrests or court actions that may reflect upon the department.
2. Members who receive requests for interviews and/or depositions relating to the department, from persons or agencies outside the department

(attorneys, insurance companies, etc), shall notify a supervisor. The supervisor may witness the interview unless it is of a private nature.

**U. Money Expenditures**

1. There will be no expenditures of money or financial obligations incurred in the name of the department by any member without permission from the Chief of Police/designee.
2. No member shall imply or accept financial liability for loss or damage on behalf of the department. Any inquiries concerning financial liability will be referred to the Chief of Police/designee.

**V. Payment of Debts**

Members shall keep their financial affairs in good order and under control.

**W. Resignations**

A member must provide, to the Chief, at least two weeks written notice of his or her intent to resign.

**X. Personal Appearance and Grooming**

1. Members of the department will be neat, clean, well-groomed and present a professional appearance.
2. Officers shall wear and maintain uniform, clothing and will abide by the department hair and appearance standards in accordance with Operational Procedure 500-6, *Officer Uniform and Appearance*.
3. Civilian members of the department shall wear attire in keeping with their duties and responsibilities in accordance with previously established standards.
4. The only exception to this section shall be officers assigned to undercover work, where appearance alterations are necessary to fit a role being assumed. Such deviations in appearance and dress shall be authorized by a supervisor.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:



# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 100-2  
(12/19/12)

Title: **CITIZEN COMPLAINT PROCEDURE**

No: **100-2**

### **I. PURPOSE**

The purpose of this order is to establish procedures to be used by the Hamburg Township Police Department to receive, document, investigate and resolve complaints against members of the Hamburg Township Police Department.

### **II. POLICY**

It is the policy of the Hamburg Township Police Department to continuously strive to improve the quality of police service provided to the citizens of Hamburg Township through an objective procedure of handling complaints against departmental personnel. Through this process, citizen confidence in the integrity of the department and its personnel can be achieved and maintained.

It is the policy of the Hamburg Township Police Department to fairly and impartially investigate all citizen complaints alleging police misconduct.

It is the policy of the Hamburg Township Police Department to investigate all complaints diligently while ensuring that all police employee rights as set forth in the U.S. Constitution, current state and federal law as well as applicable Collective Bargaining Agreements are strictly protected.

### **III. PROCEDURES**

#### **A. Filing of Complaint**

1. Formal citizen complaints may be made against any member, sworn or non-sworn, of the Hamburg Township Police Department.
2. When a citizen wishes to make a complaint about any member of the Hamburg Township Police Department, that citizen shall be referred to a supervisory officer.
3. Supervisors Responsibility
  - a. ~~Supervisors shall attempt to verify that the allegations made by the citizen would constitute a valid complaint prior to issuing complaint forms to citizens.~~
  - b. ~~If a complaint is lodged in person, the person filing the complaint shall be asked to fill out a citizen complaint form. Signing is not~~

~~mandatory and a complaint will be investigated regardless of whether it is signed.~~

- a. Supervisors receiving a formal complaint in person or over the telephone shall request that the citizen reduce their complaint to writing and then forward the written complaint to the Chief of Police.
- b. If a citizen refuses to make a written complaint the receiving supervisor will forward an inter-departmental communication with any initial information that is relevant to the Chief of Police for a determination on how to proceed.
- c. If a complaint is lodged by mail, e-mail, or department web page, the written communication shall be forwarded to Chief of Police and be made a part of the investigative file.
- ~~d. If the complaint is received over the telephone, the supervisor taking the complaint shall arrange to have the citizen complete a formal citizen complaint form.~~
- e. When a citizen is loud, boisterous, argumentative and/or intoxicated and their demeanor does not subside, the citizen will be instructed to return when they can conduct themselves in a calm and rational manner. The supervisor will forward an inter-departmental communication with any initial information that is necessary to the Chief of Police.
- f. Any complaint by a juvenile must be made with the parent or legal guardian.
- ~~g. Upon receipt of a completed citizen complaint form, the supervisor shall forward the completed form to the Chief's office.~~
- h. Nothing in this policy shall be construed as precluding a supervisor from attempting to resolve a minor complaint prior to it becoming a written formal complaint, provided that the citizen is satisfied with the resolution or explanation provided.
- i. In appropriate circumstances, a Supervisor may still conduct an investigation if all requirements listed in above (a – ~~fe~~) are not met.

## **B. Complaint Investigation**

1. The Chief of Police shall review the complaint to determine the validity in relation to rules and regulations governing HTPD employee conduct and shall also determine if any criminal investigation is warranted.
2. Criminal investigations and administrative investigations into a complaint shall be investigated separately.

3. On all complaints alleging criminal wrongdoing on the part of a HTPD employee, the Chief shall request a criminal investigation into the matter by the Michigan State Police or other outside agency. The Chief of Police shall conduct the administrative investigation into all complaints criminal in nature.
4. On all complaints non-criminal in nature, the Chief shall assign a supervisor to investigate the complaint within five (5) business days of the filing of the complaint. The Chief shall also notify the Township Supervisor of any formal complaints within five (5) business days. In turn, the Township Supervisor will provide the Township Board of Trustees with notification of the complaint within two (2) business days.
5. Within three (3) working days of being assigned an investigation, the investigating supervisor shall notify the complainant to acknowledge receipt of the complaint and briefly explain the complaint investigative process.
6. Complaints against the Chief of Police shall be forwarded to the Township Supervisor for investigation. In such a case, the Township Supervisor shall fill the role of the Chief of Police in this policy.
7. Investigating Supervisor's Responsibility
  - a. Supervisors assigned to investigate a complaint shall conduct a investigation into the complaint which shall include interviewing the complainant, interviewing the member under investigation, interviewing any relevant witnesses and reviewing any relevant audio/video tapes, written reports or any other pertinent documents.
  - b. Interviews and statements may be tape recorded by the investigator. The recording, or transcript of the recording, will be retained as part of the investigative file.
  - c. The purpose of an administrative investigation is to determine whether there is sufficient evidence to prove that an employee violated a department rule, regulation, policy, procedure or directive.
  - d. An investigation of a complaint shall be completed within thirty (30) days unless an extension is granted by the Chief of Police.
  - e. It shall be the responsibility of the investigator to thoroughly document each step in the investigation and the result thereof in order to properly complete an investigative report which shall be made part of the complaint file.
  - f. At the conclusion of the investigation, the investigator shall complete a written report containing the name of the complainant, the name(s) of the HTPD employee(s) involved, a summarization of the investigation that was conducted and the information disclosed by the

investigation. The investigator's report shall also contain a recommendation as to whether the complaint should be sustained or whether the employee should be exonerated of the complaint.

8. A complaint may be withdrawn at any time, however, such a withdrawal will not preclude the continuation of an investigation and will not preclude the imposition of disciplinary sanctions in appropriate situations.
9. The Chief of Police may temporarily suspend an employee during a preliminary investigation in accordance with department policy and applicable collective bargaining agreements.
10. Efforts may be made by the Chief of Police/designee when appropriate to reach conciliation between all parties at any time during the complaint process. Conciliation shall not preclude further investigation or imposition of disciplinary sanctions in appropriate situations.

### **C. Employee Rights & Duties**

Investigators shall not knowingly violate an employee's due process rights in conducting the investigation and they shall not make any promises or offer rewards as an inducement to answer questions. Whenever appropriate, the investigator should seek guidance from either the Township Attorney or a Prosecuting Attorney to determine which interview rights are appropriate (i.e., Garrity or Miranda) and to determine the potential immunity which may attach to the statements as a matter of law. In addition:

1. Employees have a right to union representation at investigatory interviews.
  - a. Unless otherwise stated a collective bargaining agreement, an employee must make a clear request for union representation before or during the interview. The investigator shall not punish or otherwise retaliate against an employee for making this request.
  - b. Once an employee makes a request for union representation, the investigator shall either grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee or end the interview immediately without further questioning.
2. Personal property shall only be searched as permitted by applicable law. Department property may be searched at any time even if assigned to or used exclusively by a single person.
3. Employees of the HTPD will comply with all lawful orders for information, materials, or assistance when such orders are made by the investigator of a complaint.
4. All members of the department are required to answer questions by or render any relevant statements to a competent authority in a departmental

personnel investigation when so directed. This requirement only applies to those rights which are not protected by Miranda/Garrity.

5. No member of the department shall knowingly hinder or interfere with any departmental investigation.
6. Communications using departmental facilities and/or equipment may be monitored and recorded under conditions permitted by law.
7. The Chief of Police/designee can order any employee of the HTPD to submit to any acceptable technique to secure non-testimonial evidence including, but not limited to, ballistics, photographs, and lineups.

**D. Disposition of Complaint**

1. Upon receipt of the investigator's report, the Chief of Police shall review the investigative report and make one of the following determinations:

**Not Sustained** – The investigation failed to disclose sufficient evidence to support the allegation(s), the investigation proved that the allegation is false and did not occur or the investigation revealed that that acts complained of were lawful, justified and proper.

**Sustained**– The investigation disclosed sufficient evidence to support the allegation(s) made in the complaint.

2. Final authority and responsibility for determining the disposition of a complaint rests solely with the Chief of Police.
3. The Chief of Police shall notify the Township Supervisor in writing of the results of the investigation within five (5) business days of making a final disposition on the complaint. In turn, the Township Supervisor shall notify the Township Board of Trustees of the results of the investigation within two (2) business days.
4. The Chief of Police shall initiate the departmental disciplinary process if a complaint is sustained and there is evidence of a violation of a department policy or procedure. Such discipline shall be in accordance with the applicable collective bargaining agreement, if any.
5. Upon completion of an investigation and any review process, the Chief of Police will ensure the complainant is notified of the disposition of the investigation.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **January 22, 2014**

Rescinds: 300-14  
(09/01/07)

Title: **HOSTAGES AND BARRICADED PERSON(S)**

No: **300-14**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for handling incidents involving hostage and barricaded person(s) situations.

### **II. POLICY**

A. It shall be the policy of the Hamburg Township Police Department (HTPD) that the operations leading to resolution of a hostage or barricaded person(s) incident be conducted to achieve the following objectives in a reasonable manner:

1. Primary objective – To resolve the incident with consideration for the safety of civilians, hostage(s), police personnel, and the perpetrator(s).
2. Secondary objective – Apprehension of the perpetrator(s) and the protection or recovery of property.

B. The initial HTPD response and resolution efforts shall be the responsibility of the senior officer on shift, unless specifically relieved of that duty by a supervisor.

C. Each incident has its own characteristics and solutions. Therefore, actions at the scene must be somewhat flexible as it is difficult to establish a step by step procedure for each incident. The actions(s) of the HTPD at the scene should be clear, decisive, and coordinated, and fully understood by all personnel involved.

D. The ~~Brighton/Hamburg Special Response~~ Livingston Regional SWAT team shall be notified, if a determination is made by the Chief of Police, designee, or on-duty/on-call supervisor that a Hostage or Barricaded person situation exists as defined in section II of this policy.

### **III. DEFINITIONS**

A. Hostage Situations – A hostage situation exists when a perpetrator(s) holds another person(s) captive through application or threat of violence in a known location. There are two types of hostage situations:

1. Where a hostage(s) is taken as a bargaining tool for other demands (e.g., bank robber who wants to get away).
2. Where a hostage(s) is taken and the taking of a hostage(s) was the goal of the perpetrator(s) (e.g., domestic or terrorist situations).

- B. Barricaded Person(s) Situations – This type of incident is characterized by a subject, known or believed to be armed, in a contained location who refuses to comply with the lawful orders of HTPD personnel to surrender and who may express hostility or threats to HTPD officers and/or civilians.

#### IV. **PERSONNEL RESPONSIBILITIES AS TIME OR CONDITIONS PERMIT**

##### A. Responsibilities of HTPD Officers

1. If the incident is discovered by a HTPD officer, contact shall be made with a supervisor via telephone, if possible.
2. First officers at the scene, whether dispatched or self initiated, will:
  - a. Attempt to identify the exact location of the incident.
  - b. Contain the situation with a perimeter designed to cover avenues of escape while providing the officer adequate cover to maximize personal safety.
  - c. Appraise the supervisor of the status of the situation and any observed needs.
  - d. Provide Central Dispatch with the safest route of approach and confer, if possible, with a Command on the location of a safe assembly area.
  - e. Normally, offensive action toward the perpetrator(s) should be avoided. However, there may be incidents when rapid response is necessary.
  - f. Detain anyone leaving the same location as the perpetrator.

##### B. Responsibilities of the Supervisor on Scene

1. Determine the crime involved and collect pertinent facts.
2. Evaluate the reasonableness of police actions by utilizing the following criteria:
  - a. Is the action necessary?
  - b. Is the action risk effective?
3. Map out the terrain or building layout.
4. Verify that the perimeter is secure and officers are safely positioned.
5. Instruct Central Dispatch on initial police response desired.
6. Establish a command post and assembly area and report the location to Central Dispatch.
7. When possible, assign an officer to command post security.

8. Confirm that a dispatcher and a separate radio frequency have been assigned to the incident operations.
9. Brief all arriving support units.
10. Identify the dangers to citizens. Contact and request evacuation of area residents if necessary and record all contacts.
11. Establish an outer perimeter or operations and designate those persons and vehicles that are authorized to enter/exit.
12. Develop alternate traffic routes.
13. Contact and brief the Chief of Police or designee.
14. Consider using additional resources such as mutual aid.
15. Resolve logistical/personal convenience concerns.
16. Request the participation of the Hamburg Township Fire Department (HTFD), if needed.
17. Secure the crime scene and assign an investigator.
18. Contact the on-call prosecutor, if needed.
19. Collect all pertinent reports.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 300-27  
(09/01/07)

Title: **POLICE VEHICLE INVOLVED TRAFFIC CRASHES**

No: **300-27**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines to follow when an employee is involved in a traffic crash with a police vehicle.

### **II. PROCEDURE WHEN A CRASH OCCURS**

When an employee of the Hamburg Township Police Department (HTPD) is involved in a traffic crash while operating a HTPD vehicle within the Township limits, on public or private property, the following procedures shall be followed:

#### **A. One-Vehicle Property Damage Accident (PDA)**

1. HTPD personnel involved in a one-vehicle PDA shall immediately contact a supervisor.
2. If non-Township property is damaged in the crash then the involved officer shall remain at the scene until a supervisor arrives.
3. The responding supervisor shall complete a *UD-10 State of Michigan Official Traffic Crash Report*.
4. The responding supervisor shall attempt to notify the owner of the non-Township property damaged in the crash.
5. The supervisor shall notify the Chief of Police via text or email of the traffic crash.
6. The supervisor shall conduct an investigation into the traffic crash to determine if the involved officer is at fault and if any violations of department policy occurred. A memorandum containing the results of the investigation shall be forwarded to the Chief of Police.
7. The Chief of Police shall notify the appropriate Township personnel of any Township property damaged in an officer-involved crash.

#### **B. Two-Vehicle PDA**

1. HTPD personnel involved in a PDA involving two or more vehicles shall notify Livingston County Central Dispatch and request that a supervisor respond to the scene.
2. The involved officer shall remain at the scene.

3. The responding supervisor shall complete a *UD-10 State of Michigan Official Traffic Crash Report*;
4. The supervisor shall notify the Chief of Police via text, email or phone call of the traffic crash.
5. The supervisor shall conduct an investigation into the traffic crash to determine if the involved officer is at fault and if any violations of department policy occurred. A memorandum containing the results of the investigation shall be forwarded to the Chief of Police.

C. Personal Injury Accident (PIA) and Fatal Crashes

1. HTPD personnel involved in a PIA or fatal crash shall notify Livingston County Central Dispatch if possible and request that fire/EMS personnel respond. A supervisor shall also be requested to respond to the scene.
2. The involved officer shall remain at the scene and render aid to the injured if able.
3. The Michigan State Police or Livingston County Sheriff's Department shall be summoned to conduct the traffic crash investigation and complete the *UD-10 State of Michigan Official Traffic Crash Report*.
4. The responding HTPD supervisor shall immediately contact the Chief of Police via phone or the Deputy Chief if unable to make contact with the Chief.
5. The Chief of Police, or Deputy Chief in the Chief's absence, shall:
  - i. Respond to the scene of all serious PIAs and fatal crashes involving HTPD personnel.
  - ii. Notify the Township Supervisor.
  - iii. Prepare any media releases.
  - iv. Ensure compliance of the requirements of HTPD Operational Procedure #300-23: *Response to Critical Incidents*.
6. The Deputy Chief, or other supervisor designated by the Chief of Police in the absence of the Deputy Chief, shall conduct an investigation into the traffic crash to determine if the involved officer is at fault and if any violations of department policy occurred. A memorandum containing the results of the investigation shall be forwarded to the Chief of Police.

~~A. An employee involved in a crash shall:~~

- ~~1. Notify Central Dispatch and advise a supervisor immediately, or as soon as practical.~~
- ~~2. Remain at the scene.~~

- ~~3. When necessary utilize the township non-preference referral list.~~
- ~~4. Submit an incident report advising details of incident.~~
- ~~B. A non-involved on-duty HTPD officer will be summoned to take non-injury accident reports. Michigan State Police (MSP) or Livingston County Sheriff Department (LCSO) must take the crash report by completing an *UD-10 State of Michigan Official Traffic Crash Report Form* when a non-involved on-duty officer is not available and/or it is a injury or fatal accident, or serious in nature.~~
- ~~C. A supervisor, when available, shall respond to the crash scene. The supervisor shall determine at that time if any supplemental report(s), photographs, and/or Accident Investigators (AI's) are needed and direct such action to be taken.~~
- ~~D. Supervisors will write a report as to determining if the accident was preventable or non-preventable. In the event the accident was preventable, the supervisor will begin an internal investigation.~~

~~**NOTE:** Accident Reconstruction Investigators shall be utilized in the investigation of all crashes involving township vehicles when the injury(ies) sustained require admission to the hospital or are fatal.~~

~~Issued By: Chief of Police Steve Luciano~~

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **September 1st, 2007**

Rescinds: **NEW**

Title: **POLICE BUILDING ACCESS AND SECURITY**

No: **300-29**

### **I. PURPOSE**

This policy is established for the purpose of enhancing security for the protection of personnel, records and equipment within the Hamburg Township Police Department (HTPD) building. Cooperation of all employees is crucial to the success of any security policy. As the primary purpose of this policy is protection of personnel, support of each department member is important for the benefit of all.

### **II. POLICY**

It will be the policy of the HTPD to adhere to an appropriate security program within the HTPD building. It will be the responsibility of all personnel to observe established security procedures and to cooperate with the enforcement of these security procedures.

### **III. DEFINITIONS**

**Visitors** – Shall be defined, for purpose of this policy, as any non-employee of the HTPD (i.e., outside law enforcement personnel, family members, guests of HTPD employee's, any victim/witness/suspect to be interviewed, finger printed, identify property, pick up and/or drop off property, etc.).

**Secured Door** – Means any door, whether on the exterior or interior of the police building, which requires use of a security access code to gain entry.

**Staff Areas** – Are those areas that are behind locked doors or gates (police building except for the lobby). Security access codes shall be given to all HTPD personnel for access to the parking lot gate and interior/exterior building doors.

### **IV. PROCEDURE**

A. Access to, and movement within, the HTPD building will be maintained in the following manner:

1. Only authorized employees and visitors shall have access to staff areas, including the police parking lot.
  - a. Visitors shall not be left unattended inside the HTPD building at any time.
  - b. No employee shall furnish any person, outside of the HTPD, the security access codes for the parking lot gate or building doors.
    - i. Reserve police officers may be given security access codes.

- ii. Police explorers or summer interns shall not be given security access codes.
  - iii. Security access codes shall be changed anytime an officer, civilian employee or reserve police officer ceases working for HTPD.
  - iv. Security access codes ~~may~~ shall be changed periodically ~~by HTPD administration.~~ at the direction of the Chief of Police.
- 2. Movement of the general public (without authorization) will be limited to the lobby of the building.
- B. It shall be the responsibility of all employees to challenge or report any unauthorized person(s) observed in a staff area.
- C. The parking lot gate shall remain closed at all times. Employees shall immediately report any malfunctioning of the gate to a supervisor.
- D. Garage bay doors shall remain closed at all times unless in use and an employee is present.
- E. All secured doors shall remain closed at all times.
- F. The two lobby doors leading to the staff area shall remain closed at all times.

~~Issued by:~~

~~Chief of Police Steve Luciano~~

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 500-6  
(06/09/14)

Title: **OFFICER UNIFORM AND APPEARANCE**

No: **500-6**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines regarding officer appearance and dress code.

### **II. STANDARD POLICE UNIFORM**

- A. Officers assigned to wear a uniform shall wear a complete uniform, including all equipment, at all times during their tour of duty, unless otherwise directed. The uniform may be worn on other occasions when directed or authorized by a command officer.
- B. Uniform clothing issued by the Hamburg Township Police Department (HTPD) and approved by the Police Chief will be the only authorized uniform, unless otherwise provided in this procedure.
- C. Uniform clothing will not be worn in conjunction with civilian attire.
- D. The uniform will not be worn while performing any personal activity which would tend to bring HTPD into disrepute.
- E. All uniforms, accessories, and components worn by a uniformed employee must be kept clean and/or polished, and properly maintained.
- F. Shirts
  - 1. Officers have discretion as to when wear long-sleeve or short-sleeve standard uniform shirts throughout the year as long as it is appropriate for the weather conditions.
  - 2. The top button of both short-sleeved and long-sleeved shirts shall be unbuttoned at all times.
  - 3. Officers may only wear a navy blue or black t-shirt that is visible under their uniform shirt.
  - 4. Officers may wear an authorized navy blue turtleneck under their long-sleeve uniform shirt.
  - 5. Standard uniform shirts shall have the department patch on each shoulder.
  - 6. The following shall be worn on standard uniform shirt:

a. Badge

The official department-issued badge shall be worn centered directly above the left breast pocket of the uniform shirt.

b. Name Plate

The nameplate shall be worn on the uniform shirt and centered on the top seam of the right breast pocket.

c. Whistle/Whistle Chain

i. All officers will be issued a whistle.

ii. The whistle chain shall be attached to the uniform shirt from the right shoulder epaulet button with the whistle placed inside the right breast pocket of the uniform shirt.

d. Rank Insignia

i. Sergeant chevrons are to be affixed to both sleeves and centered  $\frac{1}{4}$  inch below the shoulder patch.

ii. The rank insignia of supervisory officers shall be affixed to the collar of the uniform shirt parallel with the sloping edge of the collar.

e. Merit Award Ribbons

Merit award ribbons shall be worn in accordance to the standards set forth in Operational Procedure #600-17: *Awards and Citations*.

G. Jackets

1. Officers shall only wear department-issued jackets while on duty.
2. Jackets shall have badge, shoulder patches and sergeant chevrons and/or rank insignia, as appropriate.

H. Sweaters

1. Only an authorized sweater will be worn.
2. A uniform shirt or turtle neck (navy or black) shall be worn under the sweater.

I. Ballistic Vests

1. All police officers will be issued a ballistic vest.

2. The ballistic vest shall be worn while in uniform with the following exceptions:
  - a. Officers that are assigned within police buildings (i.e., desk duty).

**NOTE:** Officers must wear their vest when leaving police buildings unless authorized by the Chief of Police.
  - b. Uniformed personnel who are conducting or participating in training in a classroom setting (if different than a police building).

**NOTE:** The supervisor in charge of training will make the determination if the vest shall be worn with the general guideline that the vest be worn when there is a reasonable expectation that the officer may be called upon to perform a police function.
  - c. Uniformed personnel who are conducting or participating in a ceremonial activity, public meetings, or school functions as authorized by the Chief of Police.
  - d. Officers working marine patrol in the HTPD police boat.
3. While in uniform, officers will wear their vest to and from training and on breaks away from the training site.
4. Officers shall be responsible for the cleaning and maintenance of their issued vest per manufacturer instructions.
5. Officers are permitted to wear their ballistic vest on top of their uniform shirt in a department-approved exterior carrier. Officers shall be responsible to seek replacement for their exterior carrier if it becomes faded or worn to the point that it presents an unprofessional image.

J. Footwear

Officers shall wear plain (no pattern) black tie shoes or boots that are cleaned and shined. Laces will be black. Cowboy type boots, athletic shoes, and loafers are prohibited.

K. Leather Gear and Equipment

1. Belts
  - a. The garrison belt shall be worn overtop of a pant belt and secured together by belt keepers.
  - b. Belts shall be kept clean, polished and properly maintained.
2. Duty Equipment

- a. Only HTPD authorized equipment may be worn on the garrison belt.
- b. The wearing of the garrison belt and the attached authorized gear is optional for personnel who are assigned duties inside the station. These officers may carry an authorized firearm in a department approved holster in place of the garrison belt.

**NOTE:** When leaving police buildings in uniform, the garrison belt and ballistic vest must be worn unless authorized by the Chief of Police.

#### L. Head Gear

1. The wearing of the uniform hat with badge will be optional in most cases. There will be times, however, when protocol will require hats be worn (e.g., funerals, parades, etc.). The uniform hat will be worn in a straight-away manner.
2. The uniform hat with badge will only be worn with the authorized shirt, sweater, and/or jacket.
3. Plastic hat covers may be used only during inclement weather.
4. Department-approved knit hats may be worn during cold weather; especially if the officer will be out of the car for an extended period of time.
5. Only HTPD provided or approved motorcycle helmets shall be worn when on motorcycle patrol.
6. Officers may wear a department-issued baseball hat while working road patrol duties.

#### M. Ties

1. Ties may only be worn when attending formal ceremonies, funerals, etc.
2. Tie and Tie Clip
  - a. Ties shall be worn with long sleeved shirts, centered to cover buttons.
  - b. The tie clasp shall be placed far enough into the shirt to be hidden from sight.
  - c. The tie clip shall be worn centered on the tie and even with the bottom of the breast pocket flap.
  - d. Tie clips shall be professional in nature. Officers shall not wear a tie clip that is offensive, obscene, controversial or which brings the department into disrepute.

N. Raincoats

Only department-issued or approved raincoats may be worn by uniform personnel.

O. Traffic Safety Vests

Traffic safety vests will be issued to each marked patrol vehicle and shall be worn in accordance with the guidelines of Operational Procedure #500-10, *Traffic Safety Vests*.

**III. EXCESSIVE HEAT UNIFORM**

A. Officers may (optional) wear department-issued navy blue polo shirt and BDU pants on road patrol during periods of excessive heat (as a general rule, this would be when the forecasted high temperature for the day is 90 degrees or hotter).

B. Partners shall wear the same uniform for the day.

**IV. SPECIAL EVENT/DETAIL UNIFORM**

A. Marine Patrol Detail

1. Officers working marine patrol details shall wear the department-issued tan polo shirt with department-issued navy blue shorts or BDU pants, as appropriate for weather conditions.
2. Officers shall at a minimum wear their duty weapon, holster and handcuffs while working marine patrol.
3. Officers may wear a department-issued baseball hat while on marine patrol.
4. Officers shall wear footwear while on the boat. The footwear can be more casual than that required for patrol duties but must be professional in nature and must allow the officer to adequately perform their duties.
5. The wearing of ballistic vests is optional while on the boat, however, ballistic vests shall be carried with officers while on marine patrol and be readily available.

B. Lakelands Trail Detail

1. Officers working the Lakelands Trail detail, whether on a bicycle or Utility Vehicle, shall wear the department-issued tan polo shirt with department-issued navy blue shorts or BDU pants, as appropriate for weather conditions.

2. Officers shall at a minimum wear their duty weapon, holster, handcuffs and prep radio while working the Lakelands Trail detail.
3. Officers may wear a department-issued baseball hat while on the Lakelands Trail detail.
4. Officers shall wear their ballistic vests while working the Lakelands Trail detail.

C. Special Events

1. Officers working large special events, such as the Hamburg Family Funfest, shall wear the department-issued tan polo shirt and navy blue BDU pants.
2. Officers working special events shall wear their garrison belt with authorized equipment.
3. Officers may wear a department-issued baseball hat while working special events or details.
4. Officers shall wear their ballistic vests while working special events or details.

D. Community Appearances

Officers representing the department at community appearances such as school presentations, homeowner association meetings, etc. shall wear their standard duty uniform and equipment unless prior approval is obtained from a supervisor.

V. **PLAINCLOTHES DUTY**

Members of HTPD assigned to duty requiring the wearing of civilian attire shall wear clothing appropriate for their assignment, except when otherwise directed by a commanding officer.

VI. **TRAINING ATTIRE**

~~Only clothing that is acceptable in court settings will be acceptable for training attire unless otherwise notified by a supervisor or the Chief of Police.~~

Officers attending training shall wear attire in compliance with the requirements of HTPD Operational Procedure #500-4: *Dress Code for Non-Uniform Personnel* unless otherwise notified by a supervisor.

VII. **ACCEPTABLE COURT ATTIRE**

HTPD employees shall wear their police uniform or business attire to all Court

proceedings, License Appeal Board Hearings, Liquor Control Commission and/or Civil Depositions.

A. Business Attire Defined:

1. Informal Traffic Hearings: dress slacks and collared shirts are acceptable.
2. Formal Traffic Hearings, District and Circuit Court: business suits (ties for men) are acceptable.

**VIII. REPLACEMENT**

Officers requesting replacement of department-issued uniforms and/or equipment shall complete an HTPD quartermaster form and obtain approval of a supervisor. The quartermaster form shall then be forwarded to the Chief of Police for final approval.

**IX. HAIR REGULATIONS**

A. Male uniform officer's hair shall conform to the following standards:

1. The hair on top of the head will be neatly groomed. The length and/or bulk of the hair will not be excessive or present a ragged, unkempt, or extreme appearance.
2. Hair will not fall over the ears or eyebrows or touch the collar except for the closely cut hair at the back of the neck.
3. In all cases, the bulk of the length of hair will not be permitted to interfere with the wearing of the issued HTPD headgear.
4. Sideburns are to be neatly trimmed and of an even width. The base will be a clean shaven horizontal line. Sideburns will not extend downward beyond the lowest portion of the earlobe.
5. The face will be clean shaven except for permitted mustaches.
6. No portion of a mustache shall extend more than  $\frac{1}{4}$  inch beyond a vertical line drawn upward from the corner of the mouth. If a mustache is worn, it will be kept neatly trimmed and will be located entirely above the upper lip and portions of a mustache shall not fall below the corners of the mouth.
7. Goatees or beards are not authorized.

B. Female uniform officer's hair shall conform to the following standards:

1. The hair on top of the head will be neatly groomed. The length and/or bulk of the hair will not be excessive or present a ragged, unkempt, or extreme appearance.
2. A female officer's hair shall not extend below the bottom edge of the shirt

collar.

3. If longer hair is worn, it must be kept pinned up with barrettes, hair clips and/or a hair band.
  4. The bulk and length of hair shall not interfere with the wearing of HTPD headgear.
- C. Except when acting under proper and specific orders from a command officer or while assigned to an undercover assignment, officers on duty shall maintain a neat, well-groomed appearance and shall style their hair according to established HTPD regulations.
  - D. Officers assigned to special/limited duty assignments shall wear their hair in a clean, neat and combed manner.

## **X. JEWELRY AND ACCESSORIES REGULATIONS**

- A. No more than two (2) rings will be allowed to be worn by uniformed employees during duty hours. Bracelets and necklaces may be worn, but the department is not responsible for any damage or loss of these items if worn. Necklaces must be concealed under t-shirts.

Note: For the purpose of this rule, an engagement and wedding ring combination shall be considered as one ring.

- B. Jewelry shall be worn in such a manner so as to be incapable of being grabbed by or otherwise accessible to prisoners and/or the public.
- C. Jewelry shall not be extreme in appearance and shall be worn so as to present a professional appearance.
- D. Earrings for female officers shall be post-style or hoops less than ½ inch in diameter.
- E. Employees may wear sun glasses that are conservative in appearance and design. The Chief of Police reserves the right to prohibit certain colors and styles.
- F. Cosmetics, if worn, shall be subdued and blended to match the natural skin color.

## **XI. FINGERNAIL REGULATIONS**

- A. Fingernails shall be maintained at a length so as to not interfere with the employee's duties, handling of prisoners, or use of equipment.
- B. Male employees may not wear fingernail polish of any type. Female employees may wear fingernail polish that is professional and of a subdued color.

## **XII. TATTOO AND SIMILAR BODY MODIFICATION REGULATIONS**

- A. While on duty or otherwise representing the department, members shall not display visible tattoos, body art, branding, or intentional scarification that is offensive, obscene, advocates or symbolizes gang, supremacist, or extremist group affiliation, drug use, nudity, or sexual acts.
  - 1. Members shall not otherwise have any tattoos, body art, branding, or intentional scarification on the head, face, neck, scalp, arms, hands, or other visible area unless approved by the Chief of Police.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 600-5  
(09/01/07)

Title: **ADMINISTRATIVE DUTY/LEAVE**

No: **600-5**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for the use of Administrative Duty.

### **II. DEFINITION**

- A. Administrative Duty - This is used when Hamburg Township Police Department employees are not able or authorized to continue in their current work assignment due to circumstances involving their job. ~~Administrative Duty allows employees but are able to remain in a productive work environment performing administrative duties within the police department. and still be available for the necessary follow up investigations into the events they were involved in.~~
- B. Administrative Leave - This is used when Hamburg Township Police Department employees are not able or authorized to continue in their current work assignment due to circumstances involving their job and the Chief of Police determines based upon the circumstances and/or other post-incident information that it would not be in the best interest of the employee or the department for the employee to work.

### **III. GUIDELINES RELATING TO ADMINISTRATIVE DUTY/LEAVE**

- A. Officers involved in a duty-related shooting, a fatal traffic crash, or a deadly force incident ~~may~~ shall be removed from line duties and placed on Administrative Duty or Administrative Leave following the incident.
- B. Employees involved in predetermination employment reviews and hearings may be removed from line duties and placed on Administrative Duty or Administrative Leave during the review and hearing process.
- C. Employees may be assigned Administrative Duty or Administrative Leave in other situations whenever necessary or appropriate as determined by the Chief of Police/designee.
  - 1. Administrative Duty is to be considered a work assignment and the duties of that assignment are to be determined by the Chief of Police/designee.
  - 2. Employees placed on Administrative Duty or Administrative Leave will receive their regular pay.
  - 3. Administrative Duty may commence the first working day (~~Monday-Friday) following the incident. Administrative Duty hours are Monday-Friday, 0800—1600 hours.~~ following the incident and the Chief of Police

shall determine the work schedule/hours for the employee consistent with the needs of the department and Collective Bargaining Agreement, if applicable.

4. The period of time that employees will be on Administrative Duty or Administrative Leave may be determined by the results of administrative investigation, legal review, and when appropriate, the employee's fitness to return to duty examination.
- D. Administrative Duty or Administrative Leave supersedes any previously scheduled vacation time or other paid time off.
1. Employees with scheduled vacation during Administrative Duty or Administrative Leave may have their vacation rescheduled for a later time.
  2. The dates of any rescheduled vacation shall be determined by mutual agreement between the employee and the Department.
  3. Scheduled time off that is not rescheduled shall be taken as scheduled.
- E. Employees placed on Administrative Duty or Administrative Leave may be allowed to return to regular duty at the discretion of the Chief of Police/designee.
- F. Administrative Duty or Administrative Leave status shall not prevent or preclude the imposition of either temporary relief of duty or a suspension with or without pay according to the terms of the disciplinary procedures.

Issued by:

~~Chief of Police Steve Luciano~~

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **January 22, 2014**

Rescinds: 600-6  
(09/01/07)

Title: **DISCIPLINE**

No: **600-6**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for disciplinary actions involving Hamburg Township Police Department (HTPD) personnel.

### **II. POLICY**

It is the policy of the Hamburg Township Police Department to operate a system of discipline which is fairly, efficiently and consistently administered so as to promote and maintain a culture of public accountability, individual responsibility and the highest standards of professionalism.

### **~~II. DEFINITIONS~~**

~~A. **Full Working Day**— Monday through Friday (excluding weekends and holidays) from 0800—1600 hours (8 full-duty hours).~~

~~B. **Working Day**— Monday through Friday (excluding weekends and holidays); may be less than 8 full-duty hours.~~

~~C. **Sworn Employee**— An employee possessing statutory police powers pursuant to Michigan and local law.~~

~~D. **Chief of Police**— This title may include a designee at the discretion of, or in the absence of, the Chief of Police.~~

~~E. **Aggrieved Person**— Any person who appears from a complaint to have suffered injury, harm, humiliation, indignity, or any other damage as a result of an action by an employee of the HTPD.~~

~~F. **Formal Discipline**— Disciplinary action as defined by the current appropriate collective bargaining agreement; ranging from a verbal reprimand through discharge.~~

~~G. **Temporary Relief of Duty**— The temporary relief of an officer's normal duty assignment. The officer shall continue to be paid and may either perform a departmental function other than his/her normal duty function or be totally relieved of all departmental functions. Officers temporarily relieved of their police powers may not be permitted to wear the official police uniform.~~

~~H. **Administrative Duty/Leave**— This is used when department employees are not able or authorized to continue in their current work assignment due to circumstances involving their job. Administrative Duty allows employees to remain in a productive work environment and still be available for necessary~~

~~follow-up investigations into the events they were involved in.~~

- ~~I. **Suspension** — To suspend an officer of all departmental functions and remove all police powers from that officer. During a period of suspension, the officer shall be relieved of his/her duty badge, departmental identification, and departmental weapon. A suspended officer shall not wear any identifiable part of the official police uniform. A suspended officer shall not act in the capacity of, nor represent themselves as a police officer in any manner except court appearances.~~
- ~~J. **Suspension with Pay** — To suspend but continue to pay an officer.~~
- ~~K. **Suspension without Pay** — To suspend and no longer pay an officer.~~
- ~~L. **Disciplinary Suspension** — To suspend an officer without pay as part of a disciplinary action.~~

### III. **FORMAL DISCIPLINE**

- A. Formal discipline consists of verbal ~~reprimand~~ warnings, written warnings, written reprimands, demotions, suspensions without pay and termination. ~~based on a recommendation of a supervisor for a subordinate.~~
- ~~B. A supervisor shall complete a statement containing the information surrounding the reprimand and a recommendation for disciplinary action.~~
- B. Discipline shall be the responsibility of the Chief of Police.
- C. Discipline imposed by the Chief of Police shall be for just cause and shall be of a progressive disciplinary nature provided that the Chief of Police may take immediate and appropriate disciplinary action not of a progressive nature depending on the circumstances and seriousness of the offense.
- ~~C. In all cases where formal disciplinary action is initiated by a supervisor or the result of the disciplinary review process, the charged officer shall be given the option of responding in writing to the charge. The supervisor initiating the formal disciplinary action shall notify the charged officer of this option. This optional report, if written, shall be attached to the case file.~~
- D. Any disciplinary actions more than ~~twenty-four (24) calendar months~~ two (2) years old (calculated from the date the employee actually received the discipline) shall not be considered in any subsequent disciplinary matter. ~~unless the employee has received additional counseling or disciplinary sanctions within that time period.~~
- E. All disciplinary processes and investigations shall comply with state and federal law and any applicable Collective Bargaining Agreement. In the event of a conflict between this policy and an applicable Collective Bargaining Agreement the Collective Bargaining Agreement shall supersede this policy.

- F. Nothing in this policy shall be construed as preventing a supervisor from informally counseling officers as necessary.

#### **IV. DISCIPLINARY PROCEDURES**

- A. When formal discipline against a member of the department is initiated by a supervisor, the supervisor shall send a written report to the Deputy Chief outlining the conduct surrounding the alleged violation.
- B. Upon receipt of a disciplinary report, the Deputy Chief shall commence an investigation into the matter which shall include conferring with the initiating supervisor, interviewing the member under investigation, interviewing any relevant witnesses and reviewing any relevant audio/video tapes, written reports or any other pertinent documents.
- C. In the absence of the Deputy Chief, the Chief of Police may assign any supervisor to conduct the investigation.
- D. After reviewing all information regarding the alleged violation, the Deputy Chief shall make a written report of the findings from the investigation including any violations of department policies or procedures.
- E. The Deputy Chief shall forward the findings to the Chief of Police and to the member under investigation. If any policy violations were found, the Deputy Chief shall also formally charge the member under investigation with the violation(s).
- F. The Chief of Police shall review the findings and review any additional relevant information which may include conducting a hearing with the member under investigation.
- G. The Chief of Police shall render a decision on the matter and impose discipline, if appropriate.
- I. The Chief of Police shall conduct a pre-determination/ "Laudermill" conference in all disciplinary cases for which the contemplated charge may involve a suspension, demotion or termination.

#### **V. INTERFERING WITH DISCIPLINARY PROCESS OR INVESTIGATION**

- A. No member of the department shall knowingly hinder or interfere with the disciplinary process or any departmental investigation.
- B. Members are required to provide written reports or statements and/or answer all questions specifically related to alleged violations of department policies/procedures in all departmental investigations into the alleged violations when ordered to do so by competent authority.
  - 1. Failure to provide the ordered written reports or statements and/or answer all questions specifically related to alleged violations of department

policies/procedures in a departmental investigation shall subject the member to discipline, up to and including termination.

2. When issuing an order for a report, statement or answers to questions, the supervisor issuing the order shall inform the member that they are compelled to provide the report, statement or answers or face discipline, up to and including termination, for failing to do so.
- C. No member against whom formal charges have been made shall attempt to directly or indirectly by threat, appeal, persuasion, or the payment or promise of reward have the charges withdrawn or reduced. This section does not apply to conversations between union representatives of a charged member and the Chief of Police/designee in an attempt to reach a resolution in any disciplinary matter.
- D. No member against whom formal charges have been made shall allow or cause any person to intercede personally, or by written communication, on their behalf in any manner whatsoever with any official within the police department for the purpose of having the charges withdrawn or reduced.

## VI. TEMPORARY RELIEF OF DUTY/SUSPENSION

- A. Should an employee be the subject of a departmental investigation or charged with a serious violation of department written rules, regulations, procedures, directives or orders, ~~or a more serious offense or infraction, a supervisor~~ the Chief of Police may temporarily relieve the employee of duty.
- ~~B. When a temporary relief of duty has been directed by a supervisor during a normal working day (0800-1600, Monday-Friday), the supervisor and the relieved officer will report to the Chief/designee. The supervisor shall present the accusation and any documentation of the infraction. The Chief/designee will either concur or not concur with the temporary relief of duty.~~
- ~~C. During other than normal working hours when a temporary relief of duty has been directed, the supervisor shall consult with the Chief/designee. The Chief/designee will either concur or not concur with the temporary relief of duty.~~
- B. Employees temporarily relieved of duties shall receive their regular pay unless formally charged with a felony crime.
- C. Employees temporarily relieved of duties shall have their police powers/authority suspended.
- D. Any supervisor has the authority to issue an emergency relief of duty order for an employee engaged in a serious offense in the interests of maintaining the efficient operations of the department (i.e., intoxicated on duty, committing criminal acts, insubordination...).
- E. A supervisor who issues an emergency relief of duty order shall immediately contact the Chief of Police as soon as practical. If unable to make contact with the Chief of Police, then the supervisor shall contact the Deputy Chief.

~~D. The supervisor, after conferring with the Chief/designee may temporarily relieve an officer of duty. Should an officer in such a situation be given a temporary assignment other than their normal duty assignment and refuse such an assignment, they may be suspended without pay.~~

~~**NOTE:** An officer may be suspended without pay only at the discretion of the Township Board and in compliance with applicable collective bargaining agreements.~~

~~E. At the time an officer is relieved of duty, the supervisor may relieve the officer of their badge, departmental identification, and departmental weapon.~~

~~F. At the time an officer is suspended, the supervisor shall relieve the officer of their badge, departmental identification, and departmental weapon.~~

~~G. The supervisor shall document all pertinent facts concerning an infraction by completing a report.~~

~~H. The investigating supervisor shall be responsible for ensuring that the completed documentation is forwarded to the Chief of Police. When all paperwork is in order and the investigation is complete, the Chief/designee will ensure that the case moves forward through the investigative review process.~~

F. Upon notification, the Chief/designee will concur or not concur with the temporary relief of duty **order**.

1. In the event the Chief/designee concurs with the temporary relief of duty, the Chief/designee will inform the employee of the conditions of the relief of duty **and the Chief/designee shall commence the disciplinary process as outlined in this policy.** ~~The Chief/designee shall cause the proper paperwork to be completed, cause the relieved employee to be brought before him/her to sign the paperwork, and then properly file the paperwork.~~

~~2. If the accused officer has refused a work assignment upon being relieved of duty by a supervisor pursuant to Section IV., D., above, the Chief/designee may petition the Township Board to suspended an officer without pay until they comply with the order or for a period of time not longer than dictated by the current collective bargaining agreement.~~

~~3. If the accused officer is relieved of duty pursuant to being charged with a Circuit Court Misdemeanor or Felony, the Chief/designee may cause the officer to be suspended without pay pending disposition of internal departmental disciplinary action.~~

2. In the event the Chief/designee does not concur with a temporary relief of duty, he/she may put the relieved officer back to his/her regular assignment **at their next regularly scheduled shift.** The Chief/designee may also ask for additional clarification from the supervisor having direct

knowledge concerning the matter, call for further investigation to be conducted and defer further action pending the completion of the investigation, or direct some course of action other than relief of duty.

**V. OFFICER RESPONSIBILITIES DURING RELIEF OF DUTY**

- ~~A. An employee who is temporarily relieved of duty shall be responsible for court attendance, medical/fitness for duty examination(s), or other duties as directed by the Chief/designee.~~
- ~~B. An employee temporarily relieved of duty and police powers shall:~~
- ~~1. Immediately surrender his/her badge, departmental identification, departmental weapon, and all other departmental property deemed necessary by the Chief/designee.~~
  - ~~2. Not wear any identifiable part of the official police uniform.~~
  - ~~3. Not act in the capacity of, nor represent himself/herself as a police officer in any manner except as stated in Section V., A., above.~~

**VII. OFFICER RESPONSIBILITIES DURING RELIEF OF DUTY/SUSPENSION**

- A. An employee who is relieved of duty or suspended without pay as part of the disciplinary process shall be responsible for court attendance, medical/fitness for duty examination(s), and other duties as directed by the Chief/designee.
- B. An employee relieved of duty/suspended shall:
1. Immediately surrender his/her badge, departmental identification, departmental weapon, and all other departmental property deemed necessary by the Chief/designee.
  2. Not wear any identifiable part of the official police uniform.
  3. Not act in the capacity of, nor represent himself/herself as a police officer in any manner except as stated in Section VII., A., above.

**VIII. ADMINISTRATIVE DUTY/LEAVE**

An officer may be ~~relieved of duty and~~ placed on Administrative Duty/Leave without being relieved of police powers. See Operational Procedure 600-5, *Administrative Duty/Leave*, for guidelines relating to Administrative Duty/Leave.

**IX. PRE-DETERMINATION CONFERENCE**

- A. The Chief of Police ~~/designee~~ shall conduct a pre-determination conference in all disciplinary cases for which the contemplated charge may involve a suspension, demotion or termination

- B. The charged officer shall be notified by ~~a supervisor~~ the Chief of Police of the conference date, time, and location.
- C. The officer may, at his/her option, have union representation attend the conference.
- D. The responsibilities of the Chief of Police ~~/designee~~ at the pre-determination conference shall include:
- ~~1. Ensuring the officer receives an explanation of the proposed action and reviews a copy of the complaint.~~
  1. Ensuring that the charged officer has received notice of the charges against them and has reviewed a copy of the findings which includes the evidence against them.
  2. Providing the officer the opportunity to respond to the charges or provide any additional relevant information before ~~the disciplinary sanction is imposed~~; a disciplinary decision is rendered.
  3. Imposing the disciplinary sanction, in accordance with this policy and applicable collective bargaining agreement when the officer does not respond or provide any additional relevant information.
  4. In the event that the officer does provide additional relevant information, ~~reviewing the additional information and consulting with the chain of review~~ the investigating supervisor before ~~implementing the disciplinary sanction, in accordance with this policy and applicable collective bargaining agreement~~; rendering a disciplinary decision.

**X. DISCIPLINARY ACTION INVOLVING THE CHIEF**

Disciplinary action involving the Chief of Police shall be the responsibility of the Township Board.

**XI. TERMINATIONS**

~~The Chief of Police/designee shall conduct pre-determination hearings and render decisions in disciplinary cases for which the contemplated charge involves termination.~~

The Chief of Police shall forward a recommendation for termination to the Township Board for review. All terminations must be authorized by the Township Board.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **January 22, 2014**

Rescinds: 600-8  
(09/01/07)

Title: **ANTI-HARASSMENT & ANTI -DISCRIMINATION**

No: **600-8**

### **I. PURPOSE**

The purpose of this policy is to establish guidelines and procedures to be followed in order to provide a quality work environment for all employees of the Hamburg Township Police Department.

### **II. POLICY**

It is the policy of the Hamburg Township Police Department to provide a quality work environment for all members of the department where they can perform their duties free from all forms of harassment, discrimination **and threatening behavior**.

It is the policy of the Hamburg Township Police Department to take affirmative steps to prevent workplace harassment, discrimination **and threatening behavior** and to thoroughly investigate all complaints of harassment, discrimination **or threatening behavior** in a fair, impartial and speedy manner in order to remedy the situation and prevent reoccurrences.

A quality work environment is one which allows a member of this department to perform their duties to the best of their ability without being subject to intimidation, humiliation, or insult and without being subject to offensive or unlawful harassment or discrimination.

### **III. PROHIBITED CONDUCT**

All forms of sexual harassment, ~~non-sexual~~ **general** harassment, employment discrimination **and threatening behavior**, as defined in this policy, of or by members of the Hamburg Township Police Department are strictly prohibited. Violation of this policy shall subject the offending member to disciplinary action, up to and including termination of employment.

#### **A. Sexual Harassment**

Sexual harassment in the workplace occurs whenever unwelcome conduct on the basis of gender affects a person's ability to perform their job. It is defined by the U.S. Equal Employment Opportunity Commission (EEOC) as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- submission to or rejection of the conduct by an individual is used as a basis for employment decisions affecting such individual, or
- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

## Examples of Prohibited Sexual Harassment

1. Requests by a supervisor for sexual favors from a subordinate in exchange for job-related favors or positive employment decisions;
2. Retaliation, sabotage of an employee's work or other adverse employment actions taken by a supervisor against a subordinate for not agreeing or submitting to sexual advances or requests for sexual favors;
3. Recurring sexual advances or requests for dates after the original advance or request has been denied;
4. Displaying or posting pornographic or sexually suggestive pictures;
5. Telling crude or offensive jokes or stories of a sexual nature;
6. Using indecent gestures or making sexually-suggestive sounds toward a member such as whistling;
7. Using sexually-oriented demeaning names or using demeaning terms toward female employees such as "babe" or "honey"
8. Using departmental computers to download/display sexually explicit or offensive material;
9. Engaging in unwanted or unnecessary physical touching or contact;
10. Sending communications which are sexually explicit, sexually suggestive or contain sexual overtones.

## **B. Non-Sexual General Harassment**

~~Non-sexual~~ **General** harassment for purposes of this policy is defined as a course of conduct against a member of this department, regardless of rank, by another member which is not covered by the sexual harassment or discrimination provisions of this policy but which has the effect of unreasonably interfering with an individual's ability to perform their duties or which creates a hostile, intimidating or offensive working environment.

1. It is recognized by the department that in all work settings where people interact with each other that there are going to be personality conflicts, difference of opinions, and different work styles which can lead to arguments, confrontations and animosity toward each other. As such, it is not the intent of this harassment policy to govern one-time action or sporadic conduct by a member which does not demonstrate an intent to harass another member or have the effect of creating a hostile work environment.
2. The purpose of this policy, as it relates to non-sexual harassment, is to target and eliminate repeated or pervasive conduct which interferes with a member's ability to perform their job or which creates a hostile work environment.

### Examples of Prohibited ~~Non-Sexual~~ General Harassment

1. Repeatedly posting or distributing pictures, cartoons or other material which disparages, ridicules or denigrates a member of the department after having been advised to cease the conduct by the member or a supervisor;
2. Repeatedly sending threatening, insulting or disparaging communications to another member of the department;
3. Repeatedly spreading false information or rumors about another member;
4. Continuing to engage in practical jokes, sabotage of another's work or property, or name calling after having been advised to cease the conduct by the member or a supervisor.

### **C. Employment Discrimination**

Employment discrimination occurs when an employer treats an employee differently, unequally or unfairly in employment decisions based upon the employee's race, color, national origin, religion, sex/gender, pregnancy, sexual orientation, age or disability.

### **D. Threatening Behavior**

It is the policy of the Hamburg Township Police Department to provide all members with a workplace free of personal threats and intimidation. HTPD is firmly committed to a policy of zero-tolerance as it pertains to acts of violence, threats of violence and other threatening and/or intimidating behavior.

### Examples of Prohibited Threatening Behavior

1. Acts of physical violence in the workplace or arising out of a workplace association.
2. Casual or joking remarks (including remarks made in jest or horseplay) of any threat of violence. The articulation of same will be presumed to constitute a statement of an employee's intent to do carry out such threat.
3. Any act of sabotage or threat of sabotage against the property of the Township, the HTPD, employee, customer or visitor.
4. Any threat of violence or conduct which reasonably creates a hostile, abusive or intimidating work environment.

## **IV. REPORTING AND INVESTIGATION PROCEDURES**

The following procedures shall be followed for reporting and investigating any complaint of harassment, discrimination or threatening behavior:

- A. Due to the seriousness of any violation of this policy, all complaints of any type of harassment, discrimination or threatening behavior should be made directly to the Chief of Police.
- B. If a person wishing to file a complaint of harassment, discrimination or threatening behavior feels more comfortable in do so then they may file their complaint with any other departmental supervisor or with their union representative. A member receiving a complaint of harassment, discrimination or threatening behavior shall then immediately notify the Chief of Police of the complaint.
- C. The complainant shall be requested to reduce their complaint to writing, however, a written complaint is not necessary to move forward with an investigation and the complainant shall not be ordered to make a written statement.
- D. The Chief of Police shall review the complaint, confer with the complainant and then either commence an investigation into the complaint or assign an impartial supervisor to investigate the complaint.
- E. The Chief of Police shall notify the Township Supervisor of any complaints in violation of this policy within five (5) business days.
- F. If any interested person is aware of any reason which would affect the neutrality of the investigating supervisor, such person shall immediately notify the Chief of Police.
- G. The member under investigation shall be notified by the investigating officer of the complaint and advised of department policy regarding employee harassment and/or discrimination.
- H. The complainant and the member under investigation shall be separated in their work assignments until conclusion of the investigation into the complaint.
- I. The member under investigation shall be ordered not to interact with or have any type of contact with the complainant, on duty or off duty, until conclusion of the investigation into the complaint.
- J. No member shall retaliate or otherwise create a hostile work environment for any other member for coming forward with a complaint of harassment, discrimination or threatening behavior. Any acts of retaliation shall immediately be reported to the investigating officer who shall investigate the alleged retaliation. Any member found to have engaged in any form of retaliation shall be subject to disciplinary action, up to and including termination of employment.
- K. The investigating officer shall conduct a thorough investigation into the harassment, discrimination or threatening behavior complaint which shall include interviewing the complainant, interviewing the member under investigation, interviewing any possible witnesses and reviewing any material audio/video tapes, reports or any other pertinent documents.

- L. The complainant is not required to submit to the interviewing process or to provide any additional information in order for the investigation to proceed. However, any complainant must realize that failure to cooperate fully in the investigation may severely hamper the department's ability to conduct a thorough investigation and hinder the department from imposing discipline on an offending member due their Collective Bargaining Agreement rights and their Constitutional due process rights.
- M. Upon conclusion of the investigation, the investigating officer shall reduce their findings to writing and submit their results to the Chief of Police for review. If the investigating officer has determined there to be any violation of this policy or violation of any other Hamburg Township Police Department policy or procedure, then they shall initiate the departmental disciplinary process against the offending member.
- N. The Chief of Police shall review the findings of the investigation and take the following actions:
  - 1. Make a final disposition as to merits of the complaint;
  - 2. Take corrective action, including discipline, if necessary.
- O. The Chief of Police shall notify the Township Supervisor in writing of the results of the investigation within five (5) business days of making a final disposition on the complaint.

**V. SUPERVISOR RESPONSIBILITIES**

Each supervisor has an affirmative duty to help provide a quality work environment by eliminating all forms of harassment, discrimination and unwanted conduct in their work areas. Specifically, all supervisors are charged with taking the following actions:

- A. Removing postings or pictures which are sexual in nature or which are disparaging to member(s) of the department;
- B. Refraining from and preventing others from displaying pornographic or sexually suggestive pictures;
- C. Refraining from and discouraging others from telling crude or offensive jokes or stories;
- D. Refraining from and discouraging others from using indecent gestures or making sexually-suggestive sounds;
- E. Refraining from and discouraging others from using sexually-oriented demeaning names or using demeaning terms toward female employees such as "babe" or "honey."
- F. Refraining from and preventing others from using departmental computers or Township WiFi to download/display sexually explicit or offensive material;
- G. Refraining from unwanted or unnecessary physical contact with all other members and reporting any observed unwanted/unnecessary physical contact;

- H. Refraining from using demeaning, insulting or intimidating language toward another employee and reporting any observed use of such language;
- I. Refraining from making any employment decision based upon an employee's race, color, national origin, religion, sex/gender, pregnancy, sexual orientation, age or disability and reporting any other supervisor observed using these factors in their decision-making process.
- J. Immediately reporting to the Chief of Police any acts of violence, threats of violence or other threatening and/or intimidating behavior of a member of the department.

Issued by:



Chief of Police Richard Duffany

Approved by Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP POLICE DEPARTMENT



## OPERATIONAL PROCEDURE

Effective Date: **DRAFT**

Rescinds: 600-13  
(09/01/07)

Title: **RIDE-ALONG PROGRAM**

No: **600-13**

### I. PURPOSE

The purpose of this procedure is to establish guidelines for the Hamburg Township Police Department (HTPD) Ride-Along Program.

### II. POLICY

It is the policy of the Hamburg Township Police Department to allow certain non-law enforcement individuals to ride along with HTPD officers while performing their duties in order for the individual to observe and gain knowledge of the job tasks performed by HTPD officers.

### III. ELIGIBILITY

A. The HTPD Ride-Along program is designed ~~for Hamburg Township residents and the following individuals:~~ to be a learning experience for individuals to assist them in their current or future careers. As such, the following individuals are eligible to participate in the HTPD Ride-Along program as observers:

~~1. Hamburg Township employees.~~

~~2. Hamburg Township business owners.~~

1. Criminal Justice college students.
2. HTPD police explorers.
3. HTPD summer interns.
4. Livingston County Central Dispatch employees.
5. Elected officials (local, state and federal).
6. 53<sup>rd</sup> District Court and 44<sup>th</sup> Circuit Court employees.
7. School administrators from the Pinckney Community Schools, Brighton Area Schools, Whitmore Lake Schools, Howell Public Schools and Dexter Community Schools.

~~B. Exceptions for non-residents not listed above may be allowed. Non-residents must obtain prior written approval from the Chief to ride along.~~

The Chief of Police may authorize ride-alongs for individuals not on the above list if it is consistent with the purpose of the Ride-Along Program or would serve a law enforcement purpose (i.e., community policing events).

C. The Chief of Police may authorize an officer's family member to ride-along with an officer provided that such ride-along is limited to a maximum of six (6) hours and an individual family member may only perform one (1) ride-along.

#### IV. RESTRICTIONS

- A. Individuals who are 14 years of age or younger shall not be allowed to ride-along without the approval of the Chief of Police.
- B. ~~Individuals who are 15 to 17 years of age~~ Individuals 17 years of age and younger may ride only if accompanied by a parent or guardian.
- C. ~~Ride-alongs are scheduled for a duration of four hours. They may be extended at the discretion of the officer the ride-along is assigned to.~~ Ride-alongs shall be for a maximum of six (6) hours. Any Ride-Along over 6 hours must be approved by the Chief of Police.
- D. ~~An officer's family member who wishes to ride-along must have prior written authorization from a supervisor or the Chief of Police.~~
- E. No more than two people may ride-along with an officer at one time.
- F. No ride-alongs will be permitted between the hours of ~~1:00am and 7:00am~~ 12:00am – 6:00am.

#### V. APPLICATION PROCESS

- A. Individuals desiring to participate in the Ride-Along program must contact the HTPD in person between 8:00am and 4:00pm, Monday through Friday, and provide pictured identification.
- B. HTPD reserves the right to deny any application.
- C. *A Hamburg Township Ride-Along Observer Application Form and Waiver of Liability and Covenant Not to Sue* form shall be completed by the individual requesting to ride-along, see Appendix I and II below.
- D. Individuals who are under eighteen years of age are required to have a parent or guardian sign the *Waiver of Liability and Covenant Not to Sue* form.
- E. HTPD staff will conduct a background check on the applicant for criminal history and/or pending civil action against Hamburg Township or its employees. Applications by subjects with a criminal background and/or history of civil litigation against Hamburg Township may be denied.
- F. The completed Ride-Along application form will be forwarded to a supervisor for approval.

#### VI. OFFICER'S RESPONSIBILITIES

- A. ~~Officers shall review the ride-along Observer Application Form with the ride-along to ensure the individual has a thorough knowledge of ride-along rules.~~

Officers shall inform the ride-along observer that they are not to take any type of enforcement action while with the officer and that they are not to leave the patrol car without permission of the officer.

- B. It is intended that the ride-along **observer** witness as much of the officer's activities as possible. While responding to calls, the officer should:
  - 1. Briefly explain what is transpiring.
  - 2. Explain why the call is being handled in the manner used.
  - 3. Inform the ride-along **observer** where to remain and what to/not to do while the call is being handled.
- C. It is a violation of the Fourth Amendment for police to bring members of the media or other third parties into a home during the execution of a warrant when the presence of the third parties in the home was not in the aid of the execution of the warrant (Wilson v Layne 141F3d111, 1998). For this reason, officers should require ride-along **observers** to remain in the vehicle or at some other safe location during the execution of any warrant.
- D. Pursuant to HTPD Operational Procedure #300-18: *Emergency Vehicle Operation*, officers shall not initiate, engage or otherwise become involved in any vehicle pursuit situation while a ride-along observer is in their patrol vehicle.
- E. Ride-along **observers** may accompany the officer during arrest situations if, in the officer's opinion, it does not constitute a hazard. During the arrestee transport, the ride-along **observer** shall remain in the front seat of the patrol vehicle.
- F. Officers shall take reasonable steps to prevent ride-along observers from obtaining information via the Law Enforcement Information Network (LEIN).
- G. An officer or supervisor may rescind permission to ride if the ride-along **observer's** appearance or demeanor is unacceptable.
- H. The ride-along may be terminated by the officer at any time due to unusual or hazardous duty conditions or improper conduct on the part of the ride-along **observer**.
- ~~I. When the ride-along tour is complete, the officer shall request the ride-along complete the Ride-Along Observer's Comments Section located at the bottom of the Ride-Along Observer Application Form.~~
- ~~J. All completed forms will be forwarded to a patrol supervisor at the end of the shift for review.~~

~~Issued By:~~

~~Chief of Police Steve Luciano~~

## WAIVER OF LIABILITY AND COVENANT NOT TO SUE

I have asked to be allowed to accompany Hamburg Township Police Officers in the course of their duties and to ride in a vehicle being operated by an Officer of the Hamburg Township Police Department.

I hereby agree, both on my own behalf and on behalf of my heirs and assigns, that Hamburg Township, its Employees, Agents, and Sureties will not be liable, in any way, for any loss, injury, exposure to communicable diseases, or other damage to me or to my property which may occur as a result of or in the course of my accompaniment of Hamburg Township Officers in the course of their duties or my presence in a Hamburg Township vehicle due to any cause including negligent act or failure to act by a member of the Hamburg Township Police Department or any other person. I also agree on my own behalf and on behalf of my heirs and assigns that I will not sue Hamburg Township or any of its Employees, Agents, or Sureties for any such loss, injury, or damage to me or my property arising from my presence in a Hamburg Township Police Department vehicle and with Hamburg Township Police Department Officers during the course of their duties.

I understand that the work of the Hamburg Township Police Department may, at times, be dangerous and that by accompanying Hamburg Township Police Department Officers as a "Ride-Along" guest, I may be exposing myself and my property to significant danger, injury, damage, or other loss. I also understand that this may include an exposure to blood, bodily fluids, communicable disease, or other potential biohazard. I also understand that I am being allowed to accompany Hamburg Township Police Department Officers in the course of their duties and ride in a Hamburg Township Police Department vehicle strictly as a guest and observer and that I am not to be involved in their duties in any way at any time unless specifically request by them. I also agree to follow any direction from the Officer relating to the use of any cleansing agents or decontamination procedures. I agree to defend and indemnify Hamburg Township and its Officers and Employees jointly and severally against any and all suits or claims for damages or losses which may be caused by my actions or activities while accompanying Hamburg Township Police Department Officers in the course of their duties and while riding in a Hamburg Township Police Department vehicle as a guest in the "Ride-Along" Program.

I HAVE FULLY READ AND UNDERSTAND THE CONTENTS OF THIS WAIVER OF LIABILITY AND COVENANT NOT TO SUE AND UNDERSTAND THAT BY PLACING MY SIGNATURE BELOW I AM AGREEING TO ITS TERMS.

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE OF RIDE-ALONG GUEST: \_\_\_\_\_  
PRINTED NAME OF RIDE-ALONG: \_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN: \_\_\_\_\_

(If Guest is under 18 years of age)

*If the Ride-Along Guest is under eighteen (18) years of age, this Waiver of Liability and covenant Not to Sue must be signed by the Ride-along Guest's parent or guardian.*

**HAMBURG TOWNSHIP POLICE DEPARTMENT**  
**Ride-Along Application**

**Print Name** \_\_\_\_\_  
(first) (middle) (last)

**Date of Birth** \_\_\_\_\_ **Social Security #** \_\_\_\_\_  
(month) (day) (year) \_\_\_\_\_

**Address** \_\_\_\_\_  
(street) (city) (state) (zip)

Have you ever been convicted of a crime other than a traffic offense?  Yes  No  
Have you ever been a party in civil litigation involving Hamburg Township?  Yes  No

**Reason for Ride-Along:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I authorize the Hamburg Township Police Department to conduct a criminal background investigation

\_\_\_\_\_  
Ride-Along Applicant (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Supervisor (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
-----

**Officers Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# HAMBURG TOWNSHIP FIRE DEPARTMENT STANDARD OPERATING PROCEDURE



Effective Date: **DRAFT**

Rescinds: 10-103

Title: **CHAIN OF COMMAND**

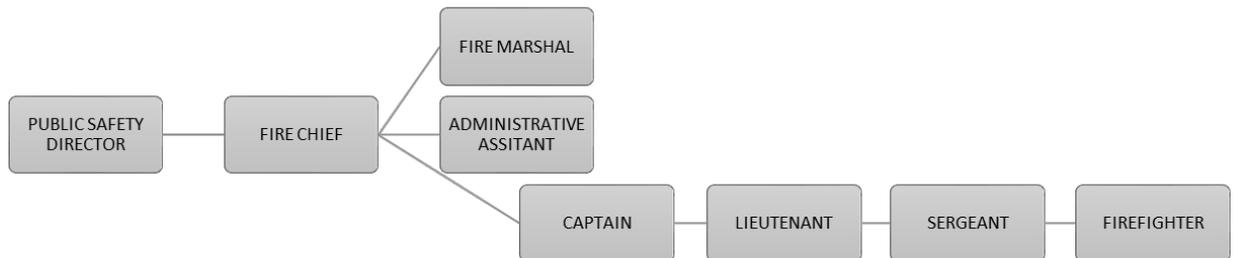
No: **100-1**

## I. PURPOSE

The purpose of this policy is to establish the chain of command within the Hamburg Township Fire Department (HTFD) for the efficient operations of all aspects of the department.

## II. PROCEDURES

- A. A well-defined chain of command promotes operational efficiency by allowing information and communications to flow up and down the ranks in an orderly manner.
- B. The chain of command shall be followed at all times in all occurrences both operationally and administratively except as otherwise provided by this policy.
- C. The chain of command is as follows:



- D. The Fire Chief has final departmental authority on all operational matters and/or command decisions at all fire incidents.
- E. Final departmental authority on all administrative actions (Discipline, complaints, etc....) is vested in the Director of Public Safety.
- F. The Fire Chief may temporarily appoint the Fire Marshal or a Captain to assume the position of Fire Chief (i.e., "Acting Chief") in the chain of command in the event that the Fire Chief is unavailable for duty for an extended period of time.
- G. Personnel failing to follow the chain of command may be subject to disciplinary action up to and including termination from the department.
- H. The chain of command may be by-passed in emergencies situations for the preservation of life and property.

- I. The chain of command may be by-passed when members wish to make a complaint of harassment or discrimination as outlined in HTFD SOP #100-3: *Anti-Harassment & Anti-Discrimination.*

Issued by:

*Nick Miller*

Fire Chief

Approved by the Hamburg Township Board of Trustees:

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# HAMBURG TOWNSHIP FIRE DEPARTMENT STANDARD OPERATING PROCEDURE



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Effective Date: **DRAFT**

Rescinds: 10-104  
10-115

Title: **GENERAL RULES OF CONDUCT**

No: **100-2**

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## **I. PURPOSE**

The purpose of this policy is to outline the basic standards of general conduct expected of members of the Hamburg Township Fire Department (HTFD) while on duty and off duty.

## **II. GENERAL DUTIES**

### **A. Knowledge of Rules**

It is the duty of every member to know the rules, regulations, and procedures of the Hamburg Township Fire Department.

### **B. Performance of Duties**

1. All HTFD personnel are expected to operate in a highly self-disciplined manner.
2. Members shall carry out their duties and responsibilities in an attentive and thorough manner and shall not neglect to properly perform any of their duties or responsibilities
3. Members shall be competent in the performance of their duties and shall keep themselves informed, trained and educated in order to carry out their duties in an effective and professional manner.

### **C. Duty**

1. Members of the department will report for duty at the time and place specified by their assignment or orders and complete the number of hours on duty required by their assignment.
2. Members of the department, while on duty, will remain alert and unencumbered by alcoholic beverages, prescription drugs, marijuana, illegal controlled substances, or conflicts arising from off-duty employment.
3. Members of the department, while on duty, will not engage in any activity or personal business which would cause them to neglect their duty or cause a conflict of interest to the department and/or their position with the

department.

**D. Off-Duty Conduct**

1. Members of the department are required to conduct themselves at all times, including while off duty, in a manner which reflects the highest degree of integrity and which is consistent with the mission of the fire department. Members will be held strictly accountable for off-duty conduct which disparages or harms the reputation/image of the department or another member or which is contrary to the stated mission of the department.
2. Any member of the department who is issued a traffic citation, misdemeanor appearance ticket, ordinance violation or who is arrested and/or charged with a criminal offense shall report such incident to the Fire Chief within 48 hours.
3. Any member of the department who has any adverse police contact (i.e., traffic stop, questioned by police during an investigation, police called to their house on a complaint, etc....) shall report such incident to the Fire Chief within 48 hours.

**E. Obedience to laws, Ordinances, Rules, Regulations**

1. Members of the department will obey all federal and state laws. They will also obey all laws and ordinances of any local jurisdiction in which they are present.
2. Members of the department will obey all rules, regulations, directives, and orders as may be issued by the department.

**F. Duty to Report Misconduct or Dereliction of Duty**

1. Violation of the law, or the department's orders, rules, regulations, and procedures, by any member of the department undermines the ability of the department to deliver service to the community. Such behavior can damage credibility and respect, and in some cases, can endanger the lives of citizens and members.
2. Members having knowledge of another member violating the law will report such knowledge to the Fire Chief.
3. Members having knowledge of another member violating the department orders, rules, regulation, and procedures, shall report such knowledge to an officer.

**G. Compliance with Orders**

1. All department members will comply with verbal or written orders issued by a superior.

2. Failure or deliberate refusal to comply with a lawfully given order, ridiculing or criticizing a superior officer or their orders (whether in or out of their presence) or being openly defiant or insolent toward a superior officer constitutes insubordination.

#### **H. Conflicting, Unsafe or Illegal Orders**

1. Members who are given an otherwise proper order, which is in conflict with a previous order, rule, or regulation, shall respectfully inform the member issuing the order of the conflict. This should not be done in a loud tone nor in the presence or hearing of the public. If the member issuing the order does not alter or retract the conflicting order, the order shall stand. Members shall obey the conflicting order and shall not be held responsible for disobedience of the order previously issued.
2. Members shall not obey any order which they reasonably believe should require them to commit any illegal act. If in doubt as to the legality of the order, members shall request a clarification of the order or confer with higher authority.
3. Members shall not obey any order which they reasonably believe should require them to commit an unsafe act. If in doubt as to the safety of the order, members shall request a clarification of the order or confer with higher authority.

#### **I. Issuance of Orders**

1. Unless the situation warrants, officers will not knowingly or willfully issue any order in violation of any law or ordinance or of any rule, regulation, general or special order of the department.
2. It shall be incumbent upon all officers to express themselves adequately so that no incorrect assumptions may be made on what is or is not expected.

#### **J. False or Misleading Statements**

1. A member must speak the truth at all times and under all circumstances. No member shall willfully depart from the truth in a statement, report, or any other type of communication whether verbally or in writing.
2. It shall be a violation for a member to provide inaccurate or misleading information in any statement, communication or report (whether verbally or in writing). It is also a violation for members to knowingly omit any material fact or pertinent piece of information in any statement, communication or report of any kind.

### **IV. GENERAL CONDUCT**

#### **A. Respect**

Members of the department will display respect for their associates and members of the general public. When on duty and in the presence of the public, members shall be addressed or referred to by rank or title. Members shall not gossip or speak negatively about another member's personal character or conduct which is detrimental to such member.

**B. Civil Rights**

Members will not discriminate against any person because of their national origin, color, creed, sex, religious beliefs, age, or life styles. All members shall take care to observe and respect the civil rights of others, as the term "civil rights" is commonly understood.

**C. Courtesy**

Members will address their associates or members of the general public courteously, and will not use abusive, violent, argumentative, insulting, or provoking language which could be deemed insulting to any person or group.

**E. Misuse of Position**

1. Members will not at any time use or attempt to use their official position, badge or credentials for personal or financial gain or advantage.
2. Members shall only present or display their department credentials in conjunction with official departmental business.

**F. Conduct Unbecoming**

Members shall conduct themselves at all times, both on and off duty, in such a manner as not to discredit the department. Conduct unbecoming of a member shall include that which brings the department into disrepute or reflects discredit upon the member, or that which impairs the operational efficiency of the department.

**G. Gifts, Gratuities, Rewards**

Members will not accept or solicit either directly or indirectly any gift, gratuity, loan, reward, or fee or any other thing of value arising from or offered because of their status with HTFD.

**H. Political Activity**

1. Members of the department may neither use their Township position for any political purpose nor engage in any political activities while on duty. Banned political activities while on duty include wearing political buttons, soliciting political contributions, displaying political bumper stickers or posters on Township vehicles or property or distributing political materials.
2. Members of the department will not be discriminated against as a result of

their political affiliation.

**I. Physical Fitness for Duty**

All members of the department are expected to take reasonable steps to maintain good physical condition in order to cope with the demands of the profession. Physical injuries or health problems which would limit ability shall be immediately reported to an officer.

**J. Contact Information**

Members of the department shall keep up-to-date contact information with the Chief's office which includes home address, phone number and email address. Members shall notify the Fire Chief within 24 hours of any changes.

**K. Information**

Members of the department will not communicate, without prior approval of The Fire Chief, to any person not an employee of this department any information concerning operations, activities or matters of departmental business, the release of which is prohibited by law or which may have an adverse impact on the department operations.

**L. Public Appearances**

Members receiving a request to make a public presentation or appearance, or publish an article concerning their duties, shall obtain permission from the Fire Chief. The department wishes no interference with the First Amendment rights of members; however, the department reserves the right to authorize appearances or writings that represent the department.

**M. Use of Alcohol**

1. Members of the department will not drink any alcoholic beverage while on duty.
2. Members of the department will not appear for duty, or be on duty, while under the influence of intoxicants to any degree whatsoever or with an odor of intoxicants on their breath.

**N. Use of Drugs**

1. Members of the Hamburg Township Fire Department are strictly prohibited from using any illegal drug/controlled substance or any form of marijuana under any circumstances (medicinal or recreational) while on duty or off duty.
2. Members using any prescribed drug or any other medication that could possibly induce impairment of their performance of duties will notify an officer.

**O. Use of Tobacco**

1. Members of the department, while on duty, will not use tobacco while on a call for service or while otherwise in direct contact with the public.
2. Members of the department will not use tobacco in any building or vehicle, owned or occupied by Hamburg Township, except as otherwise specified.

**P. Property and Equipment**

1. Members of the department will be responsible for the proper care and use of department property and equipment assigned to or used by them and will promptly report to an officer any loss, damage, destruction or defect therein.
2. Members will not temporarily or permanently convert any department property to their own personal use or the use of any other person.
3. When a member of the department terminates employment, all issued equipment will be returned by the effective termination date. Failure to return all items of department property may result in legal action.

**Q. Money Expenditures**

1. There will be no expenditures of money or financial obligations incurred in the name of the department by any member without authorization from the Fire Chief.
2. No member shall imply or accept financial liability for loss or damage on behalf of the department. Any inquiries concerning financial liability will be referred to the Fire Chief.

Issued by:

*Nick Miller*

Fire Chief

Approved by the Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP FIRE DEPARTMENT STANDARD OPERATING PROCEDURE



Effective Date: **DRAFT**

Rescinds: 10-102

Title: **ANTI-HARASSMENT & ANTI-DISCRIMINATION**

No: **100-3**

## **I. PURPOSE**

The purpose of this policy is to establish guidelines and procedures to be followed in order to provide a quality work environment for all members of the Hamburg Township Fire Department.

## **II. POLICY**

It is the policy of the Hamburg Township Fire Department to provide a quality work environment for all members of the department where they can perform their duties free from all forms of harassment, threats and discrimination.

It is the policy of the Hamburg Township Fire Department to take affirmative steps to prevent workplace harassment, threats and discrimination and to thoroughly investigate all complaints of harassment, threats or discrimination in a fair, impartial and speedy manner in order to remedy the situation and prevent reoccurrences.

A quality work environment is one which allows a member of this department to perform their duties to the best of their ability without being subject to intimidation, humiliation, or insult and without being subject to offensive or unlawful harassment or discrimination.

## **III. PROHIBITED CONDUCT**

All forms of sexual harassment, general harassment, employment discrimination and threatening behavior, as defined in this policy, of or by members of the Hamburg Township Fire Department are strictly prohibited. Violation of this policy shall subject the offending member to disciplinary action, up to and including termination from the department.

### **A. Sexual Harassment**

Sexual harassment in the workplace occurs whenever unwelcome conduct on the basis of gender affects a person's ability to perform their job. It is defined by the U.S. Equal Employment Opportunity Commission (EEOC) as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- submission to or rejection of the conduct by an individual is used as a basis for employment decisions affecting such individual, or

- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### Examples of Prohibited Sexual Harassment

1. Requests by a superior officer for sexual favors from a subordinate in exchange for job-related favors or positive employment decisions;
2. Retaliation, sabotage of an member's work or other adverse employment actions taken by a superior officer against a subordinate for not agreeing or submitting to sexual advances or requests for sexual favors;
3. Recurring sexual advances or requests for dates after the original advance or request has been denied;
4. Displaying or posting pornographic or sexually suggestive pictures;
5. Telling crude or offensive jokes or stories of a sexual nature;
6. Using indecent gestures or making sexually-suggestive sounds toward a member such as whistling;
7. Using sexually-oriented demeaning names or using demeaning terms toward female employees such as "babe" or "honey"
8. Using departmental computers or Township WiFi to download/display sexually explicit or offensive material;
9. Engaging in unwanted or unnecessary physical touching or contact;
10. Sending communications which are sexually explicit, sexually suggestive or contain sexual overtones.

#### **B. General Harassment**

General harassment for purposes of this policy is defined as a course of conduct against a member of this department, regardless of rank, by another member which is not covered by the sexual harassment or discrimination provisions of this policy but which has the effect of unreasonably interfering with an individual's ability to perform their duties or which creates a hostile, intimidating or offensive working environment.

1. It is recognized by the department that in all work settings where people interact with each other that there are going to be personality conflicts, difference of opinions, and different work styles which can lead to arguments, confrontations and animosity toward each other. As such, it is not the intent of this harassment policy to govern one-time action or sporadic conduct by a member which does not demonstrate an intent to harass another member or have the effect of creating a hostile work environment.

2. The purpose of this policy, as it relates to general harassment, is to target and eliminate repeated or pervasive conduct which interferes with a member's ability to perform their job or which creates a hostile work environment.

#### Examples of Prohibited General Harassment

1. Repeatedly posting or distributing pictures, cartoons or other material which disparages, ridicules or denigrates a member of the department after having been advised to cease the conduct by the member or an officer;
2. Repeatedly sending threatening, insulting or disparaging communications to another member of the department;
3. Repeatedly spreading false information or rumors about another member;
4. Continuing to engage in practical jokes, sabotage of another's work or property, or name calling after having been advised to cease the conduct by the member or an officer.

#### **C. Employment Discrimination**

Employment discrimination occurs when an employer treats an employee differently, unequally or unfairly in employment decisions based upon the employee's race, color, national origin, religion, sex/gender, pregnancy, sexual orientation, age or disability.

#### **D. Threatening Behavior**

It is the policy of the Hamburg Township Fire Department to provide all members with a workplace free of personal threats and intimidation. HTFD is firmly committed to a policy of zero-tolerance as it pertains to acts of violence, threats of violence and other threatening and/or intimidating behavior.

#### Examples of Prohibited Threatening Behavior

1. Acts of physical violence in the workplace or arising out of a workplace association.
2. Casual or joking remarks (including remarks made in jest or horseplay) of any threat of violence. The articulation of same will be presumed to constitute a statement of an employee's intent to do carry out such threat.
3. Any act of sabotage or threat of sabotage against the property of the Township, the HTFD, employee, customer or visitor.
4. Any threat of violence or conduct which reasonably creates a hostile, abusive or intimidating work environment.

#### **IV. REPORTING AND INVESTIGATION PROCEDURES**

The following procedures shall be followed for reporting and investigating any complaint of harassment, discrimination or threatening behavior:

- A. Due to the seriousness of any violation of this policy, all complaints of any type of harassment, discrimination or threatening behavior should be made directly to the Fire Chief.
- B. Any complaint against the Fire Chief alleging violation of this policy should be made directly to the Director of Public Safety but may be reported to the Township Supervisor or any member of the Township's Personnel Committee.
- C. If a person wishing to file a complaint of harassment, discrimination or threatening behavior feels more comfortable in doing so then they may file their complaint with any other department officer or to the Director of Public Safety. A member receiving a complaint of harassment or discrimination shall then immediately notify the Fire Chief of the complaint.
- D. The complainant shall be requested to reduce their complaint to writing, however, a written complaint is not necessary to move forward with an investigation and the complainant shall not be ordered to make a written statement.
- E. The Fire Chief shall review the complaint, confer with the complainant and then either commence an investigation into the complaint or assign an impartial officer to investigate the complaint.
- F. The Fire Chief shall notify the Director of Public Safety of any complaints alleging violation of this policy within five (5) business days.
- G. If any interested person is aware of any reason which would affect the neutrality of the investigating officer, such person shall immediately notify the Fire Chief.
- H. The member under investigation shall be notified by the investigating officer of the complaint and advised of department policy regarding employee harassment, discrimination and threatening behavior.
- I. The complainant and the member under investigation shall be separated in their work assignments until conclusion of the investigation into the complaint.
- J. The member under investigation shall be ordered not to interact with or have any type of contact with the complainant, on duty or off duty, until conclusion of the investigation into the complaint.
- K. No member shall retaliate or otherwise create a hostile work environment for any other member for coming forward with a complaint of harassment, discrimination or threatening behavior. Any acts of retaliation shall immediately be reported to the investigating officer who shall investigate the alleged retaliation. Any member found to have engaged in any form of retaliation shall be subject to disciplinary action, up to and including termination from the department.
- L. The investigating officer shall conduct a thorough investigation into the harassment or discrimination complaint which shall include interviewing the

complainant, interviewing the member under investigation, interviewing any possible witnesses and reviewing any material audio/video tapes, reports or any other pertinent documents.

- M. The complainant is not required to submit to the interviewing process or to provide any additional information in order for the investigation to proceed. However, any complainant must realize that failure to cooperate fully in the investigation may severely hamper the department's ability to conduct a thorough investigation and hinder the department from imposing discipline on an offending member due their Constitutional due process rights.
- N. Upon conclusion of the investigation, the investigating officer shall reduce their findings to writing and submit their results to the Fire Chief for review. If the investigating officer has determined there to be any violation of this policy or violation of any other Hamburg Township Fire Department policy or procedure, then they shall initiate the departmental disciplinary process against the offending member.
- O. The Fire Chief shall review the findings of the investigation and take the following actions:
  - 1. Make a final disposition as to merits of the complaint;
  - 2. Take corrective action, including discipline, if necessary.
- P. The Fire Chief shall notify the Director of Public Safety in writing of the results of the investigation within five (5) business days of making a final disposition on the complaint.
- Q. Any member making a complaint alleging a violation of this policy who is not satisfied with the final disposition of the complaint may appeal to the Director of Public Safety. A written appeal must be filed with the Director of Public Safety within 14 calendar days of issuance of the disposition.

## **V. OFFICER RESPONSIBILITIES**

Each officer has an affirmative duty to help provide a quality work environment by eliminating all forms of harassment, discrimination and unwanted conduct in their work areas. Specifically, all officers are charged with taking the following actions:

- A. Removing postings or pictures which are sexual in nature or which are disparaging to member(s) of the department;
- B. Refraining from and preventing others from displaying pornographic or sexually suggestive pictures;
- C. Refraining from and discouraging others from telling crude or offensive jokes or stories;
- D. Refraining from and discouraging others from using indecent gestures or making sexually-suggestive sounds;
- E. Refraining from and discouraging others from using sexually-oriented demeaning

names or using demeaning terms toward female employees such as “babe” or “honey.”

- F. Refraining from and preventing others from using departmental computers or Township WiFi to download/display sexually explicit or offensive material;
- G. Refraining from unwanted or unnecessary physical contact with all other members and reporting any observed unwanted/unnecessary physical contact;
- H. Refraining from using demeaning, insulting or intimidating language toward another employee and reporting any observed use of such language;
- I. Refraining from making any employment decision based upon an employee’s race, color, national origin, religion, sex/gender, pregnancy, sexual orientation, age or disability and reporting any other supervisor observed using these factors in their decision-making process;
- J. Immediately reporting to the Fire Chief any acts of violence, threats of violence or other threatening and/or intimidating behavior of a member of the department.

Issued by:

*Nick Miller*

Fire Chief

Approved by the Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP FIRE DEPARTMENT

## STANDARD OPERATING PROCEDURE



Effective Date: **DRAFT**

Rescinds: 10-106

Title: **COMPLAINTS**

No: **100-4**

### **I. PURPOSE**

The purpose of this policy is to establish procedures for the handling of any and all complaints against members of the Hamburg Township Fire Department by citizens or other department members.

### **II. CITIZEN COMPLAINT PROCEDURES**

#### **A. Filing of Complaint**

1. Formal citizen complaints may be made against any member of the Hamburg Township Fire Department.
2. When a citizen wishes to make a complaint about any member of the Hamburg Township Fire Department, that citizen shall be referred to an officer.
3. Officer Responsibility
  - a. Officers receiving a formal complaint in person or over the telephone shall request that the citizen reduce their complaint to writing and then forward the written complaint to the Fire Chief.
  - b. If a citizen refuses to make a written complaint the receiving officer will forward an inter-departmental communication with any initial information that is relevant to the Fire Chief for a determination on how to proceed.
  - c. If a complaint is lodged by mail, e-mail, or department web page, the written communication shall be forwarded to the Fire Chief and be made a part of the investigative file.
  - d. When a citizen is loud, boisterous, argumentative and/or intoxicated and their demeanor does not subside, the citizen will be instructed to return when they can conduct themselves in a calm and rational manner and police assistance should also be requested if necessary. The officer will forward an inter-departmental communication with any initial information that is necessary to the Fire Chief.
  - e. Any complaint by a juvenile must be made with the parent or legal guardian.

- f. Nothing in this policy shall be construed as precluding an officer from attempting to resolve a minor complaint prior to it becoming a written formal complaint, provided that the citizen is satisfied with the resolution or explanation provided. In such cases, the officer shall notify the Fire Chief of the complaint and resolution.
- g. In appropriate circumstances, an officer may still conduct an investigation if all requirements listed in above (a – e) are not met.

**B. Complaint Investigation**

1. The Fire Chief shall review the complaint to determine the validity in relation to rules and regulations governing HTFD employee conduct and shall also determine if any criminal investigation is warranted.
2. Criminal investigations and administrative investigations into a complaint shall be investigated separately.
3. On all complaints alleging criminal wrongdoing on the part of a member of HTFD, the Fire Chief shall notify the Director of Public Safety who shall review the complaint. If it is determined that the complaint is alleging a violation of criminal law then the Director of Public Safety shall request a criminal investigation into the matter by the Michigan State Police or other outside agency. The Director of Public Safety shall conduct the administrative investigation into all complaints criminal in nature.
4. On all complaints non-criminal in nature, the Fire Chief shall assign an officer to investigate the complaint within seven (7) days of the filing of the complaint. The Fire Chief shall also notify the Township Supervisor and Director of Public Safety of any formal complaints within five (5) business days. In turn, the Township Supervisor will provide the Township Board of Trustees with notification of the complaint within two (2) business days.
5. Within seven (7) days of being assigned an investigation, the Fire Chief shall notify the complainant to acknowledge receipt of the complaint and briefly explain the complaint investigative process.
6. Complaints against the Fire Chief shall be forwarded to the Director of Public Safety for investigation.
7. Investigating Officer's Responsibility
  - a. Officers assigned to investigate a complaint shall conduct an investigation into the complaint which shall include interviewing the complainant, interviewing the member under investigation, interviewing any relevant witnesses and reviewing any relevant audio/video tapes, written reports or any other pertinent documents.

- b. Interviews and statements may be tape recorded by the investigator. The recording, or transcript of the recording, will be retained as part of the investigative file.
  - c. The purpose of an administrative investigation is to determine whether there is sufficient evidence to prove that an employee violated a department rule, regulation, policy, procedure or directive.
  - d. An investigation of a complaint shall be completed within thirty (30) days unless an extension is granted by the Fire Chief.
  - e. It shall be the responsibility of the investigator to thoroughly document each step in the investigation and the result thereof in order to properly complete an investigative report which shall be made part of the complaint file.
  - f. At the conclusion of the investigation, the investigator shall complete a written report containing the name of the complainant, the name(s) of the HTFD member(s) involved, a summarization of the investigation that was conducted and the information disclosed by the investigation. The investigator's report shall also contain a recommendation as to whether the complaint should be sustained or whether the employee should be exonerated of the complaint.
8. A complaint may be withdrawn at any time; however, such a withdrawal will not preclude the continuation of an investigation and will not preclude the imposition of disciplinary sanctions in appropriate situations.
9. The Fire Chief may temporarily suspend member during a preliminary investigation.
10. Efforts may be made by the Fire Chief/designee when appropriate to reach conciliation between all parties at any time during the complaint process. Conciliation shall not preclude further investigation or imposition of disciplinary sanctions in appropriate situations.

### **C. Employee Rights & Duties**

Investigators shall not knowingly violate any member's due process rights in conducting the investigation and they shall not make any promises or offer rewards as an inducement to answer questions.

- 1. Personal property shall only be searched as permitted by applicable law. Department property may be searched at any time even if assigned to or used exclusively by a single person.
- 2. Employees of the HTFD will comply with all lawful orders for information, materials, or assistance when such orders are made by the investigator of a complaint.

3. All members of the department are required to answer questions by or render any relevant statements to a competent authority in a departmental personnel investigation when so directed.
4. No member of the department shall knowingly hinder or interfere with any departmental investigation.
5. Communications using departmental facilities and/or equipment may be monitored and recorded under conditions permitted by law.

**D. Disposition of Complaint**

1. Upon receipt of the investigator's report, the Fire Chief shall review the investigative report and make one of the following determinations:

**Not Sustained** – The investigation failed to disclose sufficient evidence to support the allegation(s), the investigation proved that the allegation is false and did not occur or the investigation revealed that the acts complained of were lawful, justified and proper.

**Sustained**– The investigation disclosed sufficient evidence to support the allegation(s) made in the complaint.

2. The Fire Chief shall notify the Director of Public Safety in writing of the results of the investigation within five (5) business days of making a final disposition on the complaint. In turn, the Township Supervisor shall notify the Township Board of Trustees of the results of the investigation within two (2) business days.
3. The Fire Chief shall initiate the departmental disciplinary process if a complaint is sustained and there is evidence of a violation of a department policy or procedure.
4. Upon completion of an investigation and any review process, the Fire Chief will ensure the complainant is notified of the disposition of the investigation.
5. If a citizen requests to appeal the Fire Chief's determination of the merits of their complaint the citizen shall be directed to the Director of Public Safety.
6. Final authority for determining the disposition of a citizen complaint rests solely with the Director of Public Safety.

**III. INTERNAL COMPLAINT PROCEDURES**

**A. Filing of Complaint**

1. Formal internal complaints or concerns originating from within the department against other members of the department shall be made in accordance with the chain of command.
2. Complaints from within the department shall be directed to the officers of the station where the member is assigned. If a complaint is against an officer, the complaint shall go to the next higher ranking officer.
3. The chain of command may be by-passed when members wish to make a complaint of harassment or discrimination as outlined in HTFD SOP #100-3: *Anti-Harassment & Anti-Discrimination*.
4. Officer Responsibility
  - a. Officers receiving a complaint from a member of the department shall have the complainant reduce their complaint to writing.
  - b. The receiving officer shall then immediately forward the written complaint to the Fire Chief.
  - c. Nothing in this policy shall be construed as precluding an officer from attempting to resolve a minor or informal complaint prior to it becoming a written formal complaint, provided that the member making the complaint is satisfied with the resolution or explanation provided. In such cases, the officer shall notify the Fire Chief of the complaint and resolution.

**B. Complaint Investigation**

1. The Fire Chief shall review all formal complaints to determine the validity in relation to rules and regulations governing HTFD employee conduct and shall also determine if any criminal investigation is warranted.
2. Criminal investigations and administrative investigations into a complaint shall be investigated separately.
3. On all complaints alleging criminal wrongdoing on the part of a HTFD member, the Fire Chief shall notify the Director of Public Safety who shall request a criminal investigation into the matter by the Michigan State Police or other outside agency. The Director of Public Safety shall conduct the administrative investigation into all internal complaints criminal in nature.
4. On all complaints alleging criminal wrongdoing on the part of a HTFD member, the Director of Public Safety shall notify the Township Supervisor within five (5) business days.
5. On all complaints non-criminal in nature, the Fire Chief shall assign an officer to investigate the complaint within seven (7) days of the filing of the complaint.

6. Complaints against the Fire Chief shall be forwarded to and investigated by the Director of Public Safety.
7. Investigating Officer's Responsibility
  - a. Officers assigned to investigate a complaint shall conduct an investigation into the complaint which shall include interviewing the complainant, interviewing the member under investigation, interviewing any relevant witnesses and reviewing any relevant audio/video tapes, written reports or any other pertinent documents.
  - b. Interviews and statements may be tape recorded by the investigator. The recording, or transcript of the recording, will be retained as part of the investigative file.
  - c. The purpose of an administrative investigation is to determine whether there is sufficient evidence to prove that an employee violated a department rule, regulation, policy, procedure or directive.
  - d. An investigation of a complaint shall be completed within thirty (30) days unless an extension is granted by the Fire Chief.
  - e. It shall be the responsibility of the investigator to thoroughly document each step in the investigation and the result thereof in order to properly complete an investigative report which shall be made part of the complaint file.
  - f. At the conclusion of the investigation, the investigator shall complete a written report containing the name of the complainant, the name(s) of the HTFD member(s) involved, a summarization of the investigation that was conducted and the information disclosed by the investigation. The investigator's report shall also contain a recommendation as to whether the complaint should be sustained or whether the employee should be exonerated of the complaint.
8. A complaint may be withdrawn at any time; however, such a withdrawal will not preclude the continuation of an investigation and will not preclude the imposition of disciplinary sanctions in appropriate situations.
9. The Fire Chief may temporarily suspend a member during a preliminary investigation
10. Efforts may be made by the Fire Chief/designee when appropriate to reach conciliation between all parties at any time during the complaint process. Conciliation shall not preclude further investigation or imposition of disciplinary sanctions in appropriate situations.
11. HTFD member rights and duties for internal complaints are the same as for citizen complaints as outlined in section II(C) of this policy.

**D. Disposition of Complaint**

1. Upon receipt of the investigator's report, the Fire Chief shall review the investigative report and make one of the following determinations:

**Not Sustained** – The investigation failed to disclose sufficient evidence to support the allegation(s), the investigation proved that the allegation is false and did not occur or the investigation revealed that the acts complained of were lawful, justified and proper.

**Sustained**– The investigation disclosed sufficient evidence to support the allegation(s) made in the complaint.

2. The Fire Chief shall notify the Director of Public Safety in writing of the results of the investigation within five (5) business days of making a final disposition on the complaint. The Director of Public Safety shall notify the Township Supervisor within two (2) business days. In turn, the Township Supervisor shall notify the Township Board of Trustees of the results of the investigation within two (2) business days.
3. The Fire Chief shall initiate the departmental disciplinary process if a complaint is sustained and there is evidence of a violation of a department policy or procedure.
4. Upon completion of an investigation and any review process, the Fire Chief will ensure the complainant is notified of the disposition of the investigation.
5. Any member of the department making an internal complaint who is not satisfied with the final disposition of the complaint may appeal to the Director of Public Safety. A written appeal must be filed with the Director of Public Safety within 14 calendar days of issuance of the disposition.
6. Final departmental authority for determining the disposition of an internal complaint rests solely with the Director of Public Safety.

Issued by:

*Nick Miller*

Fire Chief

Approved by the Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP FIRE DEPARTMENT

## STANDARD OPERATING PROCEDURE



Effective Date: **DRAFT**

Rescinds: 10-107

Title: **DISCIPLINE**

No: **100-5**

### **I. PURPOSE**

The purpose of this procedure is to establish guidelines for disciplinary actions involving Hamburg Township Fire Department (HTFD) personnel.

### **II. PROCEDURES**

A. Formal discipline consists of:

1. Written Warnings
2. Written reprimand
3. Suspension
  - i. Paid on-call firefighters: Written reprimand with suspension of response duties;
  - ii. Full-Time employees: Suspension from duty without pay.
4. Demotion
5. Termination

B. It is the policy of HTFD to use progressive discipline in disciplinary actions against members of the department; however, the type of discipline is dependent on the severity of the offense.

C. Nothing in this policy shall be construed as preventing line officers from informally counseling firefighters as necessary. In the event the officer feels that counseling has not or will not be effective then the procedures set forth in this policy for formal discipline shall be followed. In cases of informal counseling, the officer shall notify the Fire Chief and provide the circumstances surrounding the counseling.

D. When formal discipline against a member of the department is initiated by a line officer the officer shall send a written report to the Fire Chief outlining the conduct surrounding the alleged violation of department SOP(s).

E. Upon receipt of a disciplinary report, the Fire Chief shall give the charged member the option of responding to the report in writing or in person. If the member requests to respond in person then the Fire Chief shall conduct a hearing with the charged member and the line officer who initiated the disciplinary action.

F. A member may waive making a written statement or appearing in person before the Fire Chief.

- G. After reviewing all information regarding the alleged violation, the Fire Chief shall make a written disposition on the matter and impose disciplinary action or hold a pre-determination conference, as needed.
- H. The Fire Chief shall conduct a pre-determination conference in all disciplinary cases for which the contemplated charge involves a suspension, demotion or termination.
- I. All formal disciplinary actions shall be documented and placed in the offending member's personnel file.
- J. The termination of probationary firefighters shall be governed by HTFD SOP #100-6: *Probationary Firefighter/Trainee Program*.

### **III. PRE-DETERMINATION CONFERENCE**

- A. The Fire Chief shall conduct a pre-determination conference in all disciplinary cases for which the contemplated charge may involve a suspension, demotion or termination.
- B. The charged member shall be notified by the Fire Chief of the conference date, time, and location.
- C. The member may, at his/her option, have legal counsel present at the hearing.
- D. The responsibilities of the Fire Chief at the pre-determination conference shall include:
  - 1. Ensuring that the charged member has received notice of the charges against them and has reviewed a copy of the findings which includes the evidence against them.
  - 2. Providing the member the opportunity to respond to the charges or provide any additional relevant information before a disciplinary decision is rendered.
  - 3. Imposing the disciplinary sanction, in accordance with this policy when the member does not respond or provide any additional relevant information.
  - 4. In the event that the member does provide additional relevant information, reviewing the additional information and consulting with the investigating officer before rendering a disciplinary decision.

### **IV. TEMPORARY RELIEF OF DUTY**

- A. Should a member of the department be the subject of a departmental investigation or charged with a serious violation of department written rules, regulations, procedures, directives or orders, the Fire Chief may temporarily relieve the

member of duties.

- B. When a full-time employee is temporarily relieved of duties, the Fire Chief shall make a determination based upon the seriousness of the allegations as to whether the employee shall continue to receive their regular pay.
- C. Any officer has the authority to issue an emergency relief of duty order for a member engaged in a serious offense in the interests of maintaining the efficient operations of the department (i.e., intoxicated on duty, committing criminal acts, insubordination...).
- D. An officer who issues an emergency relief of duty order shall immediately contact the Fire Chief as soon as practical and document the event in writing.
- E. Upon notification, the Chief/designee will concur or not concur with the temporary relief of duty order.
  - 1. In the event the Chief/designee concurs with the temporary relief of duty, the Chief/designee will inform the member of the conditions of the relief of duty and the Chief/designee shall commence the disciplinary process as outlined in this policy.
  - 2. In the event the Chief/designee does not concur with a temporary relief of duty, he/she may put the relieved member back to his/her regular assignment. The Chief/designee may also ask for additional clarification from the officer having direct knowledge concerning the matter, call for further investigation to be conducted and defer further action pending the completion of the investigation, or direct some course of action other than relief of duty.

**V. INTERFERING WITH DISCIPLINARY PROCESS OR INVESTIGATION**

- A. No member of the department shall knowingly hinder or interfere with the disciplinary process or any departmental investigation.
- B. No member against whom formal charges have been made shall attempt to directly or indirectly by threat, appeal, persuasion, or the payment or promise of reward have the charges withdrawn or reduced. This section does not apply to conversations between the charged member and the Fire Chief/designee in an attempt to reach a resolution in any disciplinary matter.
- C. No member against whom formal charges have been made shall allow or cause any person to intercede personally, or by written communication, on their behalf in any manner whatsoever with any official within the police department for the purpose of having the charges withdrawn or reduced.

**VI. DISCIPLINARY ACTION INVOLVING THE CHIEF**

Disciplinary action involving the Fire Chief shall be the responsibility of the Township Board based upon the recommendation of the Director of Public Safety.

Issued by:

*Nick Miller*

Fire Chief

Approved by the Hamburg Township Board of Trustees:

# HAMBURG TOWNSHIP FIRE DEPARTMENT STANDARD OPERATING PROCEDURE



Effective Date: **DRAFT**

Rescinds: 10-114  
10-117

Title: **PROBATIONARY FIREFIGHTER/TRAINEE PROGRAM**

No: **100-6**

## **I. PURPOSE**

The purpose of this policy is to establish guidelines for the hiring, training, retention or termination of probationary/trainee firefighters.

## **II. FIREFIGHTER TRAINEE QUALIFICATIONS**

The basic minimum qualifications for the position of firefighter with the Hamburg Township Fire Department are as follows:

- A. Must be a citizen of the United States.
- B. Must have reached 18<sup>th</sup> birthday at time of appointment.
- C. Must possess a valid driver's license at the time of appointment.
- D. Must possess a high school diploma or GED unless the applicant has reached their 18<sup>th</sup> birthday and is still currently enrolled in high school.
- E. Must be able to perform the essential job functions of a firefighter as outlined in the Hamburg Township Firefighter Job Description.
- F. Must have no felony convictions.

## **III. HIRING PROCESS**

The hiring process for candidates shall be as follows:

- A. Candidates interested in becoming a firefighter with the Hamburg Township Fire Department shall complete an application and authorization waiver form for traffic/criminal history checks.
- B. The Fire Chief shall review the candidate's application and traffic/criminal history checks to ensure that the candidate meets the basic minimum qualifications for the position of firefighter.
- C. Candidates meeting the basic minimum qualifications shall be given an initial oral interview by a panel of HTFD personnel.
- D. The purpose of the initial oral interview shall be to judge the candidate's

overall suitability and fitness to serve as a member of the Hamburg Township Fire Department.

- E. Candidate's receiving a passing recommendation from the initial interview panel will be given a second interview conducted by the Fire Chief.
- F. Candidate's receiving a passing recommendation from the Fire Chief may be given a conditional offer of employment.
- G. Candidates given a conditional offer of employment must:
  - 1. Pass a firefighter entry level physical examination.
  - 2. Pass a drug screening test.
  - 3. Pass the department's established agility test.
- H. Candidates passing the physical examination, drug screening test and agility test shall be appointed to the position of probationary firefighter trainee.

#### **IV. FIREFIGHTER TRAINEE PROGRAM**

- A. Firefighter trainees must successfully complete and pass the following State of Michigan and HTFD programs in order to be considered for promotion to the position of fully-trained firefighter:
  - 1. HTFD On-the-Job Basic Training (OJT) program.
  - 2. Firefighter I & II.
  - 3. Emergency Medical Technician Basic (EMT-B) program.
  - 4. Pump Operator certification.
- B. All firefighter trainees are on probationary status while in the firefighter trainee program and may be terminated from the program at will in the sole discretion of the Fire Chief.
- C. In addition to successfully completing and passing Firefighter I & II, EMT-B school and pump operator certification, all firefighter trainees must successfully meet all of the requirements of their OJT program in order to be considered for promotion to the position of fully-trained firefighter.

#### **V. PROMOTION TO FULLY-TRAINED FIREFIGHTER**

- A. Upon successful completion of all requirements of the trainee/OJT program, firefighter trainees must receive positive recommendations from their OJT officer, station officer and the department training officer in order to be considered for promotion to fully-trained firefighter.
- B. The recommendations for promotion shall be forwarded to the Fire Chief. Upon review and approval of the Fire Chief, the Fire Chief shall then request that the Township Board approve the promotion to fully-trained firefighter.

- C. All newly promoted fully-trained firefighters shall serve a one (1) year probationary period.

Issued by:

*Nick Miller*

Fire Chief

Approved by the Hamburg Township Board of Trustees:



AT&T Michigan  
Angela Wesson  
METRO Act Administrator  
54 N. Mill Street  
Mailbox #30  
Pontiac, MI 48342

April 3, 2019

Hamburg Township  
10405 Merrill Rd  
PO Box 157  
Hamburg, MI 48139

**METRO ACT RIGHT OF WAY PERMIT EXTENSION**

Dear Hamburg Township,

This is a letter agreement which extends the existing METRO Act Permit issued by the Hamburg Township/Livingston County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on September 30, 2019. The extension is for a term to end on September 30, 2024.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Telecommunications, METRO Act/Right of Way, and AT&T 5 Year permit extension.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, [AD3245@att.com](mailto:AD3245@att.com) or 248-456-0361.

Agreed to by and on behalf of the  
**Hamburg Township**

**Michigan Bell Telephone Company d/b/a  
AT&T** acknowledges receipt of this  
Permit Extension granted by the municipality.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Angela Wesson

Its: \_\_\_\_\_

Its: METRO Act Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

To Julie Durkin,

My husband and I currently have gravesites in the Hamburg Cemetery.

We have changed our minds and wish to sell both sites back to the

Township.

Respectfully yours,

Elizabeth A. Steinski  
Harry Steinski

Subscribed and sworn before me, this <sup>ETH</sup> April 2017  
day of April, in the County of Livingston  
State of Michigan  
Courtney L. Paton  
(Signature)  
NOTARY PUBLIC  
My Commission expires 1/17/2024

47 Fawn Dr.

Whitmore Lake, MI 48189

(734) 277-0967

usamom1@gmail.com

COURTNEY L. PATON  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF JACKSON  
My Commission Expires 01/17/2024  
Acting in the County of Livingston

# Cemetery Lot Certificate

Permit No. 324

KNOW ALL MEN BY THESE PRESENTS That in consideration of the sum of \$ 600.00, receipt of which is hereby acknowledged, the Township of Hamburg,

hereby issues and grants to Garry & Elizabeth Stoinski,

whose present post office address is 140 Fawn Drive, Whitmore Lake, MI 48189, his, her, or their heirs, representatives and assigns, the right of interment and burial in and to burial spaces

Block 180, Grs. 4 & 5, ~~xxxxxxxxxxxxxxxxxxxxxxxx~~, in the Hamburg

Cemetery of the Township of Hamburg, according to the Plat thereof on file with the Clerk of the above Governmental Unit; subject, however, to all rules and regulations now existing or which might hereafter be adopted by the Board of Health, or its successors or assigns, concerning the same.

This Burial Permit and the rights herein granted shall only be transferred by completion and endorsement of the Assignment on the reverse side hereof and the acceptance and approval of the same for recording by the Clerk of Hamburg Township

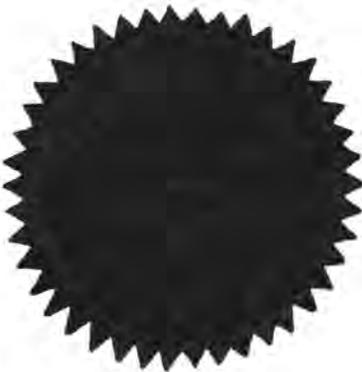
In Witness Whereof, the said Hamburg Township

Board has set its hand and seal on August 5, 2002 ~~xxxx~~

HAMBURG TOWNSHIP BOARD

BY: Joanna G. Hardesty  
Joanna G. Hardesty, Hamburg Township Clerk

ATTEST: Dale D. Bennett  
Dale D. Bennett, Sexton ~~xxx~~





10405 Merrill Road ♦ P.O. Box 157  
Hamburg, MI 48139  
Phone: 810.231.1000 ♦ Fax: 810.231.4295  
[www.hamburg.mi.us](http://www.hamburg.mi.us)

04/12/19

To: Hamburg Township Board of Trustees  
From: Tony Randazzo & Russ Williamson

Re: Buildings & Grounds Part-Time Hire

We seek approval to hire Duane Hoepfner as a part time seasonal worker for grounds maintenance in the Buildings and Grounds Department. He will occupy an existing position in the department and will work up to 40 hours a week till the early part of November. We recommend hiring Mr. Hoepfner at an hourly rate of \$13.94. This position is already included in this year's budget.



10405 Merrill Road ♦ P.O. Box 157  
Hamburg, MI 48139  
Phone: 810.231.1000 ♦ Fax: 810.231.4295  
www.hamburg.mi.us

## EXCERPT FROM HAMBURG TOWNSHIP MUNICIPAL UTILITIES COMMITTEE MEETING MINUTES

To the attention of: Patrick J. Hohl, Supervisor  
Hamburg Township Board of Trustees

Re: **Kress Road Pump Station Wet Well Coating Proposal**

Please be apprised of this excerpt from the Unapproved Approved Minutes of the Meeting of the Hamburg Township Sewer Committee:

Date of Meeting: April 10<sup>th</sup>, 2019

Sewer Committee Members Present: Hohl, Hahn, Koebler

Sewer Committee Members Absent: None

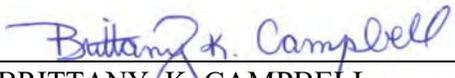
Text of Motion: MOTION BY HOHL, SUPPORTED BY KOEBLER TO FORWARD THE ENGINEER'S LETTER DATED APRIL 3, 2019 TO THE BOARD WITH THE RECOMMENDATION TO ACCEPT THE PROPOSAL AT A NOT-TO-EXCEED BUDGET OF \$14,400.00.

Ayes: Hohl, Hahn, Koebler Absent: None Nays: None

MOTION CARRIED.

State of Michigan }  
County of Livingston }  
Township of Hamburg }

I, BRITTANY K. CAMPBELL, Hamburg Township Utilities Coordinator and recording secretary to the Municipal Utilities Committee, do hereby certify that the foregoing is a true and correct excerpt of the Minutes of the aforementioned Regular/~~Special~~ Meeting of the Hamburg Township Municipal Utilities Committee.

 Date: April 10<sup>th</sup>, 2019  
BRITTANY K. CAMPBELL  
HAMBURG TOWNSHIP UTILITIES COORDINATOR



Client: Hamburg Township  
Attn: Tony Randazzo  
Project: Kress Road Pump Station Coating  
Proposal Date: April 3, 2019

The Client and Process Results, Inc enter into this agreement for certain services as described below.  
The parties agree as follows:

- I. **Project:** The wetwell coating at the Kress Road Pump Station is deteriorating and needs replacement to protect the concrete from corrosion.
  
- II. **Scope of Work:** We propose the following scope of work:
  - a. Review options for coating the wetwell, including lining, and spray on applications. Review will consist of working with vendors to get specifications, budget pricing, and review references. We will meet with the Township to discuss
  - b. Prepare design documents for the selected option(s) for contractors to bid.
  - c. Prepared bidding documents and assist with bidding the project.
  - d. Perform limited construction services, including meeting attendance as requested, responses to requests for information, pay application review, and site visits.
  
- III. **Fee.** We propose to bill on a time and material basis for work actually performed in accordance with our 2019 Rate Table and Standard Terms and Conditions. We propose the following budgets:

a. <b>Design and Bidding Phase:</b>	\$10,400
b. <b>Construction Phase:</b>	\$4,000
c. <b>Total:</b>	\$14,400
  
- IV. **Assumptions**
  1. Our 2019 Standard Terms and Conditions are attached and considered part of this proposal.
  2. We have not included budget to review the structural condition of the existing wetwell.
  3. We have assumed 8 hours of construction observation in the proposed budget. Additional time requested will be invoiced on a time and material basis.
  
- V. **Schedule.** We are prepared to begin work upon authorization and will present a schedule for completion at that time.



VI. **Acceptance:** Please sign in the space below indicated below to indicate your concurrence with our proposal.

Process Results, Inc

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



Ted L. Erickson, P.E., Principal

Date: \_\_\_\_\_

4/4/19

Client: Hamburg Township

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

Date: \_\_\_\_\_



## Year 2019 - Standard Rate Schedule

### Engineering Design and Project Management Services

<i>Billing Class.</i>	<i>Professional and Technical Staff Description</i>	<i>Rate / Hour</i>
13	Engineer VIII - Senior Principal	\$160.00
12	Engineer VII – Principal/Project Manager/Sr. Structural	\$150.00
11	Engineer VI - Associate/Senior Engineer	\$135.00
10	Engineer V - Project Engineer	\$125.00
9	Engineer IV / Engineering Technician V	\$113.00
8	Engineer III / Engineering Technician IV	\$105.00
7	Engineer II / Engineering Technician III	\$100.00
6	Engineer I/ Engineering Technician II	\$95.00
5	Engineering Technician I / Administrator	\$91.00
4	CAD Technician II / Administrative Assistant II	\$84.00
3	CAD Technician I / Engineering Intern II / Admin. Assistant I	\$75.00
2	Engineering Intern I / Technical Assistant II / Clerical II	\$65.00
1	Technical Assistant I/Clerical I	\$47.00

### Architectural Design and Project Management Services

<i>Billing Class.</i>	<i>Professional and Technical Staff Description</i>	<i>Rate / Hour</i>
12	Architectural Project Manager	\$150.00
11	Senior Architect	\$135.00
10	Project Architect	\$125.00
8	Senior Architectural Designer	\$105.00
3	Architectural CAD I	\$75.00

### Terms and Conditions:

- Mileage will be charged per standard rate issued by the Internal Revenue Service. Other travel and subsistence will be charged at cost.
- Normal direct expense realized in the course of performing work, such as telephone, blueprints and postage are included in the above hourly rate.
- Outside services, such as reproduction, surveys, testing, etc., will be charged at cost plus ten percent (10%).
- Outside consultants, who are contracted by Process Results, Inc., will be billed at cost plus ten percent (10%).
- Overtime may be charged at 1.5 times the Standard Rate Schedule.
- Observed holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day following, Christmas Eve and Christmas. Holidays are billed at 1.5 times the Standard Rate Schedule.
- See Standard General Conditions Attached.



## Standard General Conditions

### **Services:**

Process Results, Inc. (PRI), a registered Michigan Corporation, will perform the services set forth in the scope of services contained in PRI's proposal, which these Standard General Conditions are made a part of as set herein.

### **Billings and Payments:**

At the end of each month in which design services are performed, PRI will submit an invoice in accordance with PRI's standard invoicing practices. The amount shall represent the sum of charges committed to date. Terms are net thirty (30) days from the invoice date. Invoices unpaid thirty (30) days after invoice date are past due and subject to a finance charge of 1.5% per month (18% annually). For hourly based work the current rate schedule will be issued in January of each year and remain in effect for that calendar year.

### **Termination:**

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for substantial failure by the other party to perform in accordance with this Agreement, assignment of this Agreement or transfer of the project by either party, suspension of the project or services for more than ninety (90) calendar days, or material changes in the conditions under which this Agreement was entered into.

### **Controlling Law:**

Any legal actions concerning this Agreement shall be governed by the laws of the State of Michigan without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

### **Force Majeure:**

PRI shall not be liable for any loss or damage due to failure or delay in rendering any services resulting from any cause beyond PRI's reasonable control.

### **Independent Contractor:**

It is agreed between the parties hereto that employment by Client of Construction Contractor(s) or Subcontractor(s) to construct work and perform maintenance constitutes them independent Contractors and as such they are completely responsible to Client for the performance of their contracts, maintaining the construction schedules, and that these construction organizations are solely responsible for the methods and detailed sequences of construction and for safety precautions incident thereto. The presence of a PRI project representative will not relieve the Construction Contractor(s) of these responsibilities.

### **Documents:**

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by PRI as instruments of service shall remain the property of PRI. PRI shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

PRI shall hold the original documents, plans and software in its files. Drawings or specifications necessary for review during

the design or "working drawing" stage are included in the proposal. Drawings and specification documents necessary during the bidding or construction phase will be billed at cost plus ten percent (10%). These latter costs are not included in the basic engineering fee.

### **Indemnity:**

PRI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by PRI's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom PRI is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PRI, its officers, directors, employees and subconsultants (collectively, PRI) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor PRI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

### **Limit of Liability:**

In recognition of the relative risks and benefits of the Project to both the Client and PRI, the risks have been allocated such that the Client agrees, with the exception of any claim of indemnity, to the fullest extent permitted by law, to limit the liability of PRI and PRI's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability shall not exceed PRI's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **Standard of Care:**

In providing services under this Agreement, PRI shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

### **Opinions of Probable Cost:**

Opinions of Probable Cost or Cost Estimates by PRI represent PRI's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PRI nor Client has control over the costs of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, PRI cannot and does not warrant or represent that bids or negotiated prices will not vary from the Cost Estimates prepared by PRI.

File: Standard Rate Schedule 2019



**MEMORANDUM**

To: Patrick J. Hohl, Supervisor  
 Hamburg Township Board of Trustees

From: Brittany K. Campbell, Utilities Coordinator

Date: April 11<sup>th</sup>, 2019

Re: **2019 Dust Control Spraying Bid Proposals**

Bid requests were sent out to four (4) dust control providers. I have received a bid from one (1) Contractor interested in performing dust control services for the 2019 season (May to September). We currently spray three times per year, in conjunction with the Livingston County Road Commission road grading, one week prior to or after Memorial Day, the 4<sup>th</sup> of July, and Labor Day. The bids are as follows:

Dust Control Spraying Services	Chloride Solutions, LLC Mineral Well Brine	Michigan Chloride Sales Mineral Well Brine
Continuous Application	\$ 0.194/gallon	No Bid
Spot Spraying	\$ 0.23/gallon	No Bid
Special Projects	\$ 0.23/gallon	No Bid
	Delivered and applied in <b>9500</b> gallon truckloads.	Delivered and applied in <b>9500</b> gallon truckloads.

Discount Periods or Offers for 2019 Season:	Chloride Solutions, LLC	Michigan Chloride Sales
	1% net 10 days of receipt	N/A
<b>Terms:</b>	Net 30 Days	Net 30 Days

**NOTE:** The 2019 dust control season bid pricing from Chloride Solutions, LLC reflects a price increase of \$1.15 per 100 gallons over the amount paid by Hamburg Township in 2018. For an idea of the price difference, approximately 99,145 gallons were sprayed in 2018 for a total of \$18,093.96. At the increased price, the same number of gallons will cost \$19,234.13 for a difference of \$1,140.17.

**RECOMMENDATION:** Chloride Solutions, LLC has been the Township’s dust control provider since 2012. The service from Chloride Solutions has been very good and spraying is done in a timely manner coordinated by the County. The Livingston County Road Commission will be hiring Chloride Solutions, LLC this year for their dust control spraying services as well. Therefore, I recommend that the Township Board of Trustees award the 2019 dust control contract to Chloride Solutions, LLC.



10405 Merrill Road ♦ P.O. Box 157  
 Hamburg, MI 48139  
 Phone: 810.231.1000 ♦ Fax: 810.231.4295  
 www.hamburg.mi.us

**BID SPECIFICATION FORM  
 PUBLIC ROAD DUST CONTROL SPRAYING SERVICES  
 HAMBURG TOWNSHIP, MICHIGAN**

\*\*\*\*\*

COMPANY NAME: Chlouide Solutions, LLC  
 CONTACT PERSON: Brian Hitchcock  
 ADDRESS: 472 N. M-52  
Webberville, MI. 48892  
 PHONE: 517-521-2124

Signature of Bidder's Authorized Agent: [Signature]

\*\*\*\*\*

Project Location: Hamburg Township  
Livingston County, Michigan

Dust Control Spraying Services	Price per Gallon
Continuous Application	\$ <u>.194</u> /gallon
Spot Spraying	\$ <u>.23</u> /gallon
Special Projects	\$ <u>.23</u> /gallon

Type of product to be used: Mineral Well Brine  
 (i.e., mineral well brine or calcium chloride brine)

Product to be delivered and applied in what sized truckload? 9,500

10% net 10 days of receipt; net 30 days

Discount Periods Offered for 2018 Season (if any):	Price per Gallon
Dates: _____	\$ _____ /gallon

**CONTRACT INFORMATION:**

The new Contract will run for the 2019 dust control season beginning on May 1<sup>st</sup>, 2019 and continuing through October 31<sup>st</sup>, 2019. The Contractor shall remain an independent agent and does not become an employee of the Township. As such, the Contractor shall purchase and maintain worker's comp, personal injury and liability insurance in a minimum amount of \$1,000,000.00 as required by the Township.

The Township recommends that any Contractor interested in submitting a bid to provide dust control services should make an on-site inspection of the roads prior to submitting a bid for services. A map of the Township is enclosed with this bid request.

**AWARDING OF CONTRACTS:** On February 15, 2011 the Township Board of Trustees adopted the new Administrative Policies and Procedures for Expenditures Control regarding all Township Purchasing, Contracts and Sales. As a result, the Township will now consider the following in the awarding of road maintenance contracts:

- (1) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - (a) The Township shall require the bidder to provide proof that they are responsible in paying their property taxes; both real and personal; whether it be in this township or other municipalities.

**NOTE:** Bid amounts must reflect costs as outlined above. Bid proposals shall also include all attachments or submittals confirming that Contractor is current in the payment of any personal and/or property taxes owed by the Contractor. Any proposed additional services may be recommended on a separate sheet and attached to the bid form.

All bids are due by **5:00 p.m. on Wednesday, April 10<sup>th</sup>, 2019** to:

Brittany K. Campbell  
Hamburg Township Utilities Coordinator  
10405 Merrill Road, P.O. Box 157  
Hamburg, Michigan 48139  
(810) 231-1000 Ext. 210  
(810) 231-4295 – Fax  
E-mail: bcampbell@hamburg.mi.us

Hamburg Township reserves the right to reject any and all bid proposals and/or waive and irregularities, requirements or conditions in any or all bid proposals.



10405 Merrill Road ♦ P.O. Box 157  
 Hamburg, MI 48139  
 Phone: 810.231.1000 ♦ Fax: 810.231.4295  
 www.hamburg.mi.us

**RECEIVED**  
 MAR 22 2019  
 BY: BKG

**BID SPECIFICATION FORM  
 PUBLIC ROAD DUST CONTROL SPRAYING SERVICES  
 HAMBURG TOWNSHIP, MICHIGAN**

\*\*\*\*\*

COMPANY NAME: MICHIGAN CHLORIDE SALES, LLC

CONTACT PERSON: KAREN VANDOOREN, PRESIDENT

ADDRESS: 402 WEST JACKSON ROAD  
ST. LOUIS, MI 48880

PHONE: (989) 681-3221

Signature of Bidder's Authorized Agent: *Karen Vandooren*

\*\*\*\*\*

Project Location: Hamburg Township  
Livingston County, Michigan

Dust Control Spraying Services	Price per Gallon
Continuous Application	\$ NO BID /gallon
Spot Spraying	\$ NO BID /gallon
Special Projects	\$ NO BID /gallon

Type of product to be used: MINERAL WELL BRINE  
 (i.e., mineral well brine or calcium chloride brine)

Product to be delivered and applied in what sized truckload? 9,500 GALLON LOAD SIZES

Discount Periods Offered for 2018 Season (if any):	Price per Gallon
Dates: <u>N/A</u>	\$ _____/gallon



# HAMBURG TOWNSHIP FINANCE CONTROL BOOK



PERIOD ENDING February 28, 201;

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- Summary
- Ten Year Tax Collection Comparison
- Property Tax Roll Ten Year Graph Tax
- Roll Distribution Chart

### **Tab 4**

- Summary
- Monthly Bank and Investment Report
- Approved Financial Institution List

### **Tab 5**

- Summary
- 5 Year Forecast and Capital Reserve



10405 Merrill Road ♦ P.O. Box 157  
Hamburg, MI 48139  
Phone: 810.231.1000 ♦ Fax: 810.231.4295  
www.hamburg.mi.us

## TAB 1

### BUDGET AND FINANCIAL STATUS SUMMARY:

Fiscal Year 2018/19:

The Budget v. Actual report reflects transactions through February, 2019 and includes General, Roads, Fire, Police, Parks and Sewer Funds. All departments and funds are at or under budget as of February 28, 2019, taking into account the timing issues related to the Township's revenues and expenditures.

Timing of Revenues: Township tax collections for general fund, police fund and fire fund start on December 1, 2018 and run through February 28, 2019. **Revenues are posted to the general ledger in December when they are billed.** State shared revenue payments are bi-monthly and start on October 31, 2018. The last revenue sharing payment for FY 18/19 will be paid on October 31, 2019.

This tab also includes a Cash Summary by Account report which states the balance in each general ledger cash account at February 28, 2019

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
	Fund 101 - General Fund					
Revenues						
Dept 000.000						
Account Type: Revenue						
402.000 CURRENT PROPERTY TAX	854,715.00	854,715.00	0.00	0.00	856,169.52	100.17
414.000 DELINQUENT PP TAX	4,200.00	4,200.00	2,561.03	0.00	2,630.02	62.62
415.000 SET COLLECTION FEE	22,000.00	26,644.50	0.00	0.00	26,644.50	100.00
422.000 CHARGE BACKS/MTT/BOARD OF REVIEW	0.00	0.00	(28.56)	0.00	(881.69)	100.00
442.000 TRAILER PARK TAX FEES	1,800.00	1,800.00	0.00	0.00	1,610.50	89.47
447.000 PROPERTY TAX ADMIN FEE	315,000.00	326,200.00	21,705.65	0.00	481,272.65	147.54
470.000 FRANCHISE FEE - CABLE	340,000.00	340,000.00	84,186.07	0.00	180,585.34	53.11
479.000 LAND USE PERMITS	12,000.00	12,000.00	815.00	0.00	16,795.00	139.96
485.000 DOG LICENSES	800.00	800.00	39.00	0.00	345.00	43.13
574.000 STATE SHARED REVENUES	1,808,080.00	1,808,080.00	0.00	0.00	669,324.00	37.02
575.000 STATE ROW MAINTENANCE FEE-CABLE	12,000.00	12,000.00	0.00	0.00	0.00	0.00
590.000 FROM SEWER ENTERPRISE	115,000.00	115,000.00	9,583.32	0.00	76,666.56	66.67
606.000 FOIA REQUESTS	600.00	600.00	73.43	0.00	545.95	90.99
607.000 NON-TAX ADMIN FEE	3,500.00	3,500.00	0.00	0.00	2,600.00	74.29
608.000 ZONING BOARD OF APPEALS APPLIC	5,000.00	5,000.00	1,000.00	0.00	5,250.00	105.00
611.000 SITE PLAN FEES	5,000.00	5,000.00	4,500.00	0.00	9,900.00	198.00
613.000 LAND DIVISION/COMBINATION FEES	250.00	1,100.00	0.00	0.00	1,300.00	118.18
616.000 ADDRESS SIGN FEE	400.00	400.00	25.00	0.00	400.00	100.00
626.000 REINSP/INSPECTION/EASEMENT/LGL	250.00	250.00	0.00	0.00	0.00	0.00
627.000 SCHOOL ELECTION CHARGES	1,500.00	1,500.00	0.00	0.00	0.00	0.00
636.000 COPIES/MAPS	150.00	150.00	0.00	0.00	25.72	17.15
643.000 SALE OF CEMETERY LOTS	7,000.00	7,000.00	0.00	0.00	6,495.84	92.80
643.001 CEMETERY SERVICES OPEN/CLOSE	5,000.00	6,217.61	0.00	0.00	6,775.53	108.97
645.000 MAUS SALES REVENUE	35,000.00	35,000.00	0.00	0.00	2,543.30	7.27
657.000 ORDINANCE FINES	100.00	100.00	0.00	0.00	0.00	0.00
659.000 RETURNED CHECK FEE	100.00	100.00	25.00	0.00	175.00	175.00
664.000 INTEREST REVENUE	35,000.00	35,000.00	10,407.11	0.00	48,699.42	139.14
667.000 RENTAL INCOME	1,600.00	2,145.16	1,500.00	0.00	6,645.16	309.77
671.000 OTHER REVENUE - CONTRACT SERVICE	18,000.00	18,000.00	0.00	0.00	10,600.67	58.89
676.000 REIMBURSEMENTS & COST RECOVERY	3,500.00	3,500.00	0.00	0.00	726.28	20.75
692.000 SUNDRY	200.00	200.00	0.00	0.00	0.00	0.00
<b>Total Revenue:</b>	<b>3,607,745.00</b>	<b>3,626,202.27</b>	<b>136,392.05</b>	<b>0.00</b>	<b>2,413,844.27</b>	<b>66.57</b>
Account Type: Transfers-In						
699.207 TRANSFER IN 207-OPERATIONS	6,000.00	6,000.00	0.00	0.00	0.00	0.00
699.208 TRANSFER IN RECREATION FUND	600.00	600.00	0.00	0.00	0.00	0.00
699.999 APPROPRIATION FROM SURPLUS	0.00	(3,407.27)	0.00	(1,885.86)	0.00	55.35
<b>Total Transfers-In:</b>	<b>6,600.00</b>	<b>3,192.73</b>	<b>0.00</b>	<b>(1,885.86)</b>	<b>0.00</b>	<b>(59.07)</b>
<b>Total Dept 000.000</b>	<b>3,614,345.00</b>	<b>3,629,395.00</b>	<b>136,392.05</b>	<b>(1,885.86)</b>	<b>2,413,844.27</b>	<b>66.46</b>
<b>TOTAL REVENUES</b>	<b>3,614,345.00</b>	<b>3,629,395.00</b>	<b>136,392.05</b>	<b>(1,885.86)</b>	<b>2,413,844.27</b>	<b>66.46</b>

Expenditures

Dept 101.000 - Township Board

Account Type: Expenditure

702.000 PER DIEM	8,840.00	8,840.00	390.00	0.00	3,770.00	42.65
703.000 ELECTED OFFICIALS SALARIES	27,181.00	27,181.00	2,273.88	0.00	20,727.14	76.26
706.000 PART-TIME EMPLOYEE SALARIES	4,200.00	4,200.00	200.00	0.00	4,508.88	107.35
715.000 TOWNSHIP FICA	3,077.00	3,077.00	203.81	0.00	1,789.21	58.15
720.000 RETIREMENT	3,602.00	3,602.00	285.90	0.00	2,566.35	71.25
726.000 SUPPLIES & SMALL EQUIPMENT	300.00	4 300.00	0.00	0.00	0.00	0.00

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL BUDGET	AMENDED BUDGET	MONTH 02/28/19			
Fund 101 - General Fund						
Expenditures						
801.500 ECONOMIC DEVELOPMENT CONSULTANT	21,500.00	21,500.00	0.00	0.00	0.00	0.00
821.000 ENG/CONSULTANT/PROFESS FEES	500.00	500.00	0.00	0.00	0.00	0.00
826.000 LEGAL FEES	58,000.00	58,000.00	9,531.10	0.00	47,570.28	82.02
864.000 WORKSHOPS/SEMINARS	500.00	500.00	0.00	102.60	0.00	20.52
900.000 LEGAL NOTICES/ADVERTISING	6,000.00	6,000.00	240.00	0.00	1,505.00	25.08
958.000 DUES/SUBSCRIP/RECERTIFICATION	11,500.00	11,500.00	262.00	0.00	10,516.03	91.44
962.000 SUNDRY	250.00	250.00	0.00	59.66	408.93	187.44
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	1,500.00	1,500.00	0.00	0.00	0.00	0.00
<b>Total Expenditure:</b>	<b>146,950.00</b>	<b>146,950.00</b>	<b>13,386.69</b>	<b>162.26</b>	<b>93,361.82</b>	<b>63.64</b>
<b>Total Dept 101.000 - Township Board</b>	<b>146,950.00</b>	<b>146,950.00</b>	<b>13,386.69</b>	<b>162.26</b>	<b>93,361.82</b>	<b>63.64</b>
Dept 171.000 - Township Supervisor						
Account Type: Expenditure						
703.000 ELECTED OFFICIALS SALARIES	65,682.00	65,682.00	5,072.20	0.00	39,309.57	59.85
715.000 TOWNSHIP FICA	5,071.00	5,071.00	391.85	0.00	3,231.81	63.73
719.000 LONG/SHORT TERM DISABILITY	969.00	969.00	73.06	0.00	496.07	51.19
720.000 RETIREMENT	8,539.00	8,539.00	659.38	0.00	5,439.89	63.71
721.000 LIFE INSURANCE	247.00	247.00	13.50	0.00	107.25	43.42
722.000 HEALTH/DENTAL/VISION INSURANCE	7,035.00	7,035.00	1,172.74	0.00	6,410.38	91.12
726.000 SUPPLIES & SMALL EQUIPMENT	50.00	50.00	0.00	0.00	11.99	23.98
853.000 PHONE/COMM/INTERNET	600.00	600.00	50.00	0.00	400.00	66.67
861.000 MILEAGE	200.00	200.00	0.00	0.00	188.58	94.29
962.000 SUNDRY	200.00	200.00	0.00	0.00	3.40	1.70
<b>Total Expenditure:</b>	<b>88,593.00</b>	<b>88,593.00</b>	<b>7,432.73</b>	<b>0.00</b>	<b>55,598.94</b>	<b>62.76</b>
<b>Total Dept 171.000 - Township Supervisor</b>	<b>88,593.00</b>	<b>88,593.00</b>	<b>7,432.73</b>	<b>0.00</b>	<b>55,598.94</b>	<b>62.76</b>
Dept 191.000 - Elections						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	62,427.00	62,427.00	5,877.26	0.00	53,824.82	86.22
706.000 PART-TIME EMPLOYEE SALARIES	31,220.00	31,220.00	1,202.20	0.00	3,521.07	11.28
707.000 TEMPORARY EMPLOYEES	41,000.00	47,000.00	0.00	0.00	47,010.97	100.02
709.000 OVERTIME	1,000.00	1,000.00	0.00	0.00	788.00	78.80
710.000 PAY IN LIEU OF MEDICAL INS	1,500.00	1,500.00	125.00	0.00	1,000.00	66.67
715.000 TOWNSHIP FICA	8,740.00	8,740.00	559.63	0.00	4,946.83	56.60
719.000 LONG/SHORT TERM DISABILITY	912.00	912.00	69.96	0.00	445.20	48.82
720.000 RETIREMENT	8,216.00	8,216.00	165.90	0.00	2,589.87	31.52
721.000 LIFE INSURANCE	195.00	195.00	182.76	0.00	290.26	148.85
722.000 HEALTH/DENTAL/VISION INSURANCE	16,041.00	16,041.00	1,334.61	0.00	12,196.24	76.03
726.000 SUPPLIES & SMALL EQUIPMENT	10,000.00	10,000.00	9.50	0.00	5,810.24	58.10
751.000 VEHICLE FUEL	100.00	100.00	0.00	0.00	33.36	33.36
861.000 MILEAGE	100.00	100.00	0.00	0.00	321.77	321.77
900.000 LEGAL NOTICES/ADVERTISING	500.00	500.00	0.00	0.00	100.00	20.00
933.000 EQUIPMENT MAINT/REPAIR	1,700.00	1,700.00	0.00	0.00	0.00	0.00
962.000 SUNDRY	8,900.00	8,900.00	0.00	0.00	6,705.53	75.34
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	2,000.00	2,000.00	0.00	0.00	500.33	25.02
980.500 RESERVE FOR EQUIPMENT PURCHASE	10,000.00	10,000.00	0.00	0.00	0.00	0.00
<b>Total Expenditure:</b>	<b>204,551.00</b>	<b>210,551.00</b>	<b>9,526.82</b>	<b>0.00</b>	<b>140,084.49</b>	<b>66.53</b>
<b>Total Dept 191.000 - Elections</b>	<b>204,551.00</b>	<b>210,551.00</b>	<b>9,526.82</b>	<b>0.00</b>	<b>140,084.49</b>	<b>66.53</b>

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL		MONTH			
	BUDGET	AMENDED BUDGET	02/28/19		02/28/2019	USED
Fund 101 - General Fund						
Expenditures						
Dept 201.000 - ACCOUNTING						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	186,327.00	186,327.00	14,389.09	0.00	118,711.92	63.71
709.000 OVERTIME	500.00	500.00	0.00	0.00	0.00	0.00
710.000 PAY IN LIEU OF MEDICAL INS	6,000.00	6,000.00	500.00	0.00	4,000.00	66.67
715.000 TOWNSHIP FICA	14,522.00	14,522.00	1,127.32	0.00	9,283.76	63.93
719.000 LONG/SHORT TERM DISABILITY	2,532.00	2,532.00	194.10	0.00	1,317.78	52.05
720.000 RETIREMENT	22,487.00	22,487.00	1,732.72	0.00	14,295.16	63.57
721.000 LIFE INSURANCE	482.00	482.00	40.50	0.00	280.65	58.23
722.000 HEALTH/DENTAL/VISION INSURANCE	16,648.00	16,648.00	1,390.25	0.00	12,503.46	75.10
726.000 SUPPLIES & SMALL EQUIPMENT	2,000.00	2,000.00	294.66	0.00	789.55	39.48
729.000 SOFTWARE MAINTENANCE	6,600.00	6,600.00	5,462.00	0.00	11,829.08	179.23
861.000 MILEAGE	500.00	500.00	0.00	0.00	0.00	0.00
864.000 WORKSHOPS/SEMINARS	8,200.00	8,200.00	0.00	0.00	2,192.90	26.74
958.000 DUES/SUBSCRIP/RECERTIFICATION	1,300.00	1,300.00	414.00	0.00	1,094.00	84.15
962.000 SUNDRY	1,000.00	1,000.00	0.00	0.00	120.00	12.00
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	10,200.00	10,200.00	0.00	0.00	453.30	4.44
980.600 RESERVE FOR SOFTWARE REPLACEMENT	10,000.00	10,000.00	0.00	0.00	0.00	0.00
Total Expenditure:	289,298.00	289,298.00	25,544.64	0.00	176,871.56	61.14
Total Dept 201.000 - ACCOUNTING	289,298.00	289,298.00	25,544.64	0.00	176,871.56	61.14
Dept 209.000 - Assessing						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	233,926.00	233,926.00	18,064.46	0.00	149,031.78	63.71
709.000 OVERTIME	2,000.00	2,000.00	0.00	0.00	678.67	33.93
710.000 PAY IN LIEU OF MEDICAL INS	3,000.00	3,000.00	500.00	0.00	4,000.00	133.33
715.000 TOWNSHIP FICA	18,296.00	18,296.00	1,417.25	0.00	11,002.58	60.14
719.000 LONG/SHORT TERM DISABILITY	3,535.00	3,535.00	250.28	0.00	1,699.30	48.07
720.000 RETIREMENT	29,453.00	29,453.00	2,286.40	0.00	18,808.55	63.86
721.000 LIFE INSURANCE	796.00	796.00	54.00	0.00	426.54	53.59
721.500 TUITION REIMBURSEMENT	1,000.00	1,000.00	0.00	0.00	0.00	0.00
722.000 HEALTH/DENTAL/VISION INSURANCE	59,425.00	59,425.00	3,169.74	0.00	28,547.08	48.04
726.000 SUPPLIES & SMALL EQUIPMENT	1,500.00	1,500.00	51.46	238.98	366.77	40.38
729.000 SOFTWARE MAINTENANCE	4,000.00	4,000.00	0.00	0.00	3,954.83	98.87
751.000 VEHICLE FUEL	800.00	800.00	53.23	0.00	293.78	36.72
823.100 ASSESSMENT ROLL PREP	6,600.00	6,600.00	6,001.57	0.00	6,001.57	90.93
853.000 PHONE/COMM/INTERNET	240.00	240.00	20.00	0.00	160.00	66.67
861.000 MILEAGE	200.00	200.00	0.00	0.00	0.00	0.00
864.000 WORKSHOPS/SEMINARS	2,500.00	2,500.00	0.00	0.00	0.00	0.00
900.000 LEGAL NOTICES/ADVERTISING	150.00	150.00	0.00	0.00	0.00	0.00
933.000 EQUIPMENT MAINT/REPAIR	600.00	600.00	0.00	0.00	0.00	0.00
939.000 VEHICLE MAINTENANCE	2,000.00	2,000.00	0.00	0.00	559.03	27.95
958.000 DUES/SUBSCRIP/RECERTIFICATION	1,500.00	1,500.00	0.00	0.00	1,005.00	67.00
962.000 SUNDRY	400.00	400.00	0.00	0.00	0.00	0.00
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	2,000.00	2,000.00	0.00	0.00	0.00	0.00
980.500 RESERVE FOR EQUIPMENT PURCHASE	2,500.00	2,500.00	0.00	0.00	0.00	0.00
981.500 RESERVE FOR VEHICLE PURCHASE	2,000.00	2,000.00	0.00	0.00	0.00	0.00
Total Expenditure:	378,421.00	378,421.00	31,868.39	238.98	226,535.48	59.93
Total Dept 209.000 - Assessing	378,421.00	378,421.00	31,868.39	238.98	226,535.48	59.93
Dept 215.000 - CLERK'S OFFICE						

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ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 101 - General Fund						
Expenditures						
Account Type: Expenditure						
703.000 ELECTED OFFICIALS SALARIES	65,682.00	65,682.00	5,072.20	0.00	41,845.67	63.71
705.000 FULL-TIME EMPLOYEE SALARIES	53,562.00	53,562.00	4,176.36	0.00	35,006.15	65.36
705.500 LEAVE TIME PAYOUT	551.00	551.00	0.00	0.00	0.00	0.00
706.000 PART-TIME EMPLOYEE SALARIES	11,239.00	11,239.00	805.83	0.00	5,695.30	50.67
709.000 OVERTIME	500.00	600.00	0.00	0.00	510.08	85.01
710.000 PAY IN LIEU OF MEDICAL INS	1,500.00	1,500.00	125.00	0.00	1,000.00	66.67
715.000 TOWNSHIP FICA	10,066.00	10,066.00	780.86	0.00	6,425.92	63.84
719.000 LONG/SHORT TERM DISABILITY	1,759.00	1,759.00	133.14	0.00	933.77	53.09
720.000 RETIREMENT	13,450.00	13,450.00	1,400.98	0.00	12,062.89	89.69
721.000 LIFE INSURANCE	263.00	263.00	27.70	0.00	228.52	86.89
721.500 TUITION REIMBURSEMENT	2,000.00	2,000.00	0.00	0.00	0.00	0.00
722.000 HEALTH/DENTAL/VISION INSURANCE	16,202.00	16,202.00	2,758.22	0.00	24,659.18	152.20
726.000 SUPPLIES & SMALL EQUIPMENT	3,000.00	3,000.00	113.60	24.24	680.02	23.48
853.000 PHONE/COMM/INTERNET	600.00	600.00	50.00	0.00	400.00	66.67
861.000 MILEAGE	600.00	600.00	0.00	0.00	235.23	39.21
864.000 WORKSHOPS/SEMINARS	3,000.00	3,000.00	0.00	467.25	600.00	35.58
933.000 EQUIPMENT MAINT/REPAIR	200.00	200.00	0.00	0.00	0.00	0.00
958.000 DUES/SUBSCRIP/RECERTIFICATION	400.00	500.00	0.00	0.00	550.00	110.00
962.000 SUNDRY	800.00	800.00	0.00	0.00	241.22	30.15
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	3,000.00	3,000.00	0.00	0.00	0.00	0.00
Total Expenditure:	188,374.00	188,574.00	15,443.89	491.49	131,073.95	69.77
Total Dept 215.000 - CLERK'S OFFICE	188,374.00	188,574.00	15,443.89	491.49	131,073.95	69.77
Dept 245.000 - TECHNICAL/UTILITIES SERVICES						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	143,749.00	143,749.00	11,100.21	0.00	93,494.26	65.04
705.500 LEAVE TIME PAYOUT	1,702.00	1,702.00	0.00	0.00	0.00	0.00
707.000 TEMPORARY EMPLOYEES	3,679.00	3,679.00	0.00	0.00	845.00	22.97
709.000 OVERTIME	250.00	250.00	0.00	0.00	0.00	0.00
715.000 TOWNSHIP FICA	11,383.00	11,383.00	841.80	0.00	7,147.53	62.79
719.000 LONG/SHORT TERM DISABILITY	2,016.00	2,016.00	152.42	0.00	1,034.87	51.33
720.000 RETIREMENT	15,737.00	15,737.00	1,198.80	0.00	10,099.61	64.18
721.000 LIFE INSURANCE	320.00	320.00	29.68	0.00	181.46	56.71
722.000 HEALTH/DENTAL/VISION INSURANCE	39,944.00	39,944.00	2,527.14	0.00	21,891.11	54.80
726.000 SUPPLIES & SMALL EQUIPMENT	1,200.00	1,200.00	116.13	11.98	666.10	56.51
729.000 SOFTWARE MAINTENANCE	500.00	500.00	0.00	0.00	325.25	65.05
861.000 MILEAGE	100.00	100.00	0.00	0.00	0.00	0.00
864.000 WORKSHOPS/SEMINARS	500.00	500.00	0.00	0.00	0.00	0.00
962.000 SUNDRY	100.00	100.00	0.00	0.00	0.00	0.00
965.100 CONTRACTED SUPPORT	7,000.00	9,600.00	0.00	0.00	9,633.33	100.35
980.500 RESERVE FOR EQUIPMENT PURCHASE	1,000.00	1,000.00	0.00	0.00	0.00	0.00
Total Expenditure:	229,180.00	231,780.00	15,966.18	11.98	145,318.52	62.70
Total Dept 245.000 - TECHNICAL/UTILITIES SERVICE:	229,180.00	231,780.00	15,966.18	11.98	145,318.52	62.70
Dept 247.000 - Board of Review						
Account Type: Expenditure						
702.000 PER DIEM	2,800.00	2,800.00	0.00	0.00	520.00	18.57
715.000 TOWNSHIP FICA	214.00	214.00	0.00	0.00	39.78	18.59
900.000 LEGAL NOTICES/ADVERTISING	0.00	7 0.00	0.00	0.00	280.00	100.00
Total Expenditure:	3,014.00	3,014.00	0.00	0.00	839.78	27.86

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ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
<b>Fund 101 - General Fund Expenditures</b>						
Total Dept 247.000 - Board of Review	3,014.00	3,014.00	0.00	0.00	839.78	27.86
Dept 253.000 - Treasurer						
Account Type: Expenditure						
703.000 ELECTED OFFICIALS SALARIES	32,841.00	32,841.00	2,536.10	0.00	20,922.84	63.71
705.000 FULL-TIME EMPLOYEE SALARIES	60,812.00	60,812.00	4,616.86	0.00	38,055.50	62.58
706.000 PART-TIME EMPLOYEE SALARIES	39,300.00	39,300.00	3,385.57	0.00	22,890.45	58.25
715.000 TOWNSHIP FICA	10,249.00	10,249.00	807.95	0.00	6,279.97	61.27
719.000 LONG/SHORT TERM DISABILITY	867.00	867.00	67.06	0.00	455.24	52.51
720.000 RETIREMENT	10,351.00	10,351.00	791.38	0.00	6,530.82	63.09
721.000 LIFE INSURANCE	52.00	52.00	13.50	0.00	59.79	114.98
722.000 HEALTH/DENTAL/VISION INSURANCE	42,777.00	42,777.00	3,558.98	0.00	32,048.16	74.92
726.000 SUPPLIES & SMALL EQUIPMENT	1,800.00	1,800.00	176.03	0.00	1,037.02	57.61
729.000 SOFTWARE MAINTENANCE	4,650.00	4,650.00	4,020.00	0.00	6,310.17	135.70
730.000 POSTAGE	8,900.00	8,900.00	0.00	0.00	4,263.05	47.90
823.000 TAX ROLL PREP/TAX BILL PREP	6,700.00	6,700.00	0.00	0.00	3,595.43	53.66
826.000 LEGAL FEES	200.00	200.00	0.00	0.00	128.90	64.45
853.000 PHONE/COMM/INTERNET	1,020.00	1,020.00	85.00	0.00	680.00	66.67
861.000 MILEAGE	800.00	800.00	230.91	0.00	565.91	70.74
864.000 WORKSHOPS/SEMINARS	4,500.00	4,500.00	820.58	0.00	3,189.71	70.88
933.000 EQUIPMENT MAINT/REPAIR	200.00	200.00	0.00	0.00	0.00	0.00
958.000 DUES/SUBSCRIP/RECERTIFICATION	600.00	600.00	10.00	0.00	530.00	88.33
962.000 SUNDRY	200.00	200.00	0.00	0.00	157.50	78.75
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	2,400.00	2,400.00	0.00	0.00	0.00	0.00
980.500 RESERVE FOR EQUIPMENT PURCHASE	1,000.00	1,000.00	0.00	0.00	0.00	0.00
<b>Total Expenditure:</b>	<b>230,219.00</b>	<b>230,219.00</b>	<b>21,119.92</b>	<b>0.00</b>	<b>147,700.46</b>	<b>64.16</b>
Total Dept 253.000 - Treasurer	230,219.00	230,219.00	21,119.92	0.00	147,700.46	64.16
Dept 258.000 - COMPUTER/CABLE						
Account Type: Expenditure						
706.000 PART-TIME EMPLOYEE SALARIES	1,800.00	1,800.00	111.60	0.00	954.60	53.03
715.000 TOWNSHIP FICA	138.00	138.00	8.54	0.00	73.02	52.91
726.000 SUPPLIES & SMALL EQUIPMENT	4,000.00	4,000.00	155.78	66.91	981.36	26.21
729.000 SOFTWARE MAINTENANCE	12,000.00	13,500.00	2,570.73	0.00	15,647.50	115.91
821.000 ENG/CONSULTANT/PROFESS FEES	1,500.00	1,500.00	0.00	0.00	1,140.00	76.00
853.000 PHONE/COMM/INTERNET	4,140.00	4,140.00	0.00	0.00	1,684.14	40.68
933.000 EQUIPMENT MAINT/REPAIR	500.00	500.00	0.00	0.00	189.76	37.95
962.000 SUNDRY	250.00	250.00	0.00	0.00	0.00	0.00
965.000 TRAINING	1,500.00	1,500.00	0.00	0.00	0.00	0.00
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	15,000.00	15,000.00	1,325.56	0.00	3,368.19	22.45
983.600 RESERVE FOR CABLE TV EQUIP PURCHASE	2,500.00	2,500.00	0.00	0.00	0.00	0.00
<b>Total Expenditure:</b>	<b>43,328.00</b>	<b>44,828.00</b>	<b>4,172.21</b>	<b>66.91</b>	<b>24,038.57</b>	<b>53.77</b>
Total Dept 258.000 - COMPUTER/CABLE	43,328.00	44,828.00	4,172.21	66.91	24,038.57	53.77
Dept 265.000 - Township Buildings						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	45,947.00	45,947.00	3,865.34	0.00	28,513.83	62.06
705.500 LEAVE TIME PAYOUT	861.00	861.00	0.00	0.00	0.00	0.00
706.000 PART-TIME EMPLOYEE SALARIES	109,043.00	109,043.00	5,227.63	0.00	58,923.03	54.04

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ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL BUDGET	AMENDED BUDGET	MONTH 02/28/19			
Fund 101 - General Fund						
Expenditures						
709.000 OVERTIME	3,500.00	3,500.00	903.87	0.00	1,504.76	42.99
715.000 TOWNSHIP FICA	12,222.00	12,222.00	788.71	0.00	6,866.20	56.18
719.000 LONG/SHORT TERM DISABILITY	678.00	678.00	51.50	0.00	349.66	51.57
720.000 RETIREMENT	6,435.00	6,435.00	584.67	0.00	4,057.99	63.06
721.000 LIFE INSURANCE	280.00	280.00	13.50	0.00	115.23	41.15
722.000 HEALTH/DENTAL/VISION INSURANCE	7,035.00	7,035.00	586.37	0.00	5,277.00	75.01
726.000 SUPPLIES & SMALL EQUIPMENT	3,500.00	3,500.00	115.13	948.22	1,638.94	73.92
751.000 VEHICLE FUEL	3,500.00	3,500.00	282.22	0.00	2,054.93	58.71
758.000 UNIFORMS/ACCESSORIES	3,500.00	3,500.00	260.88	434.47	2,515.53	84.29
801.000 CONTRACTUAL SERVICES	1,000.00	1,000.00	339.74	0.00	1,236.74	123.67
813.000 TRASH DISPOSAL	1,000.00	1,000.00	96.50	0.00	875.85	87.59
853.000 PHONE/COMM/INTERNET	420.00	420.00	35.00	0.00	280.00	66.67
864.000 WORKSHOPS/SEMINARS	500.00	500.00	0.00	0.00	0.00	0.00
921.000 ELECTRIC	18,000.00	18,000.00	1,710.85	0.00	11,528.69	64.05
922.000 SEWER USAGE	3,900.00	3,900.00	0.00	0.00	1,928.20	49.44
923.000 NATURAL GAS/HEAT	4,000.00	4,000.00	663.32	0.00	1,857.49	46.44
923.500 DIESEL FUEL	2,000.00	2,000.00	0.00	0.00	1,237.69	61.88
932.000 MAINTENANCE TWP HALL	7,000.00	7,000.00	692.58	1,706.80	3,987.50	81.35
932.004 MAINTENANCE DFW GARAGE/OLD PACKR	1,000.00	1,000.00	0.00	0.00	0.00	0.00
932.008 MAINTENANCE LIBRARY	1,000.00	1,000.00	650.00	436.75	1,197.73	163.45
932.020 MAINTENANCE - FERTILIZER	1,000.00	1,000.00	0.00	250.00	750.00	100.00
933.000 EQUIPMENT MAINT/REPAIR	4,000.00	4,000.00	0.00	673.97	1,362.31	50.91
939.000 VEHICLE MAINTENANCE	3,000.00	3,000.00	0.00	150.00	2,384.42	84.48
962.000 SUNDRY	500.00	500.00	57.65	0.00	258.63	51.73
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	0.00	0.00	0.00	6,181.32	3,862.70	100.00
980.500 RESERVE FOR EQUIPMENT PURCHASE	1,500.00	1,500.00	0.00	0.00	0.00	0.00
981.000 CAPITAL EXPENSE - VEHICLE	20,000.00	20,000.00	0.00	0.00	0.00	0.00
981.500 RESERVE FOR VEHICLE PURCHASE	5,000.00	5,000.00	0.00	0.00	0.00	0.00
Total Expenditure:	271,321.00	271,321.00	16,925.46	10,781.53	144,565.05	57.26
Total Dept 265.000 - Township Buildings						
	271,321.00	271,321.00	16,925.46	10,781.53	144,565.05	57.26
Dept 276.000 - CEMETERY						
Account Type: Expenditure						
702.000 PER DIEM	780.00	780.00	0.00	0.00	0.00	0.00
706.000 PART-TIME EMPLOYEE SALARIES	43,839.00	43,839.00	596.56	0.00	26,666.45	60.83
715.000 TOWNSHIP FICA	2,649.00	2,649.00	48.32	0.00	2,061.41	77.82
726.000 SUPPLIES & SMALL EQUIPMENT	1,000.00	1,000.00	31.76	0.00	31.76	3.18
729.000 SOFTWARE MAINTENANCE	500.00	500.00	0.00	0.00	354.17	70.83
751.000 VEHICLE FUEL	400.00	400.00	0.00	0.00	201.76	50.44
853.000 PHONE/COMM/INTERNET	0.00	420.00	35.00	0.00	280.00	66.67
861.000 MILEAGE	250.00	250.00	0.00	0.00	0.00	0.00
933.000 EQUIPMENT MAINT/REPAIR	500.00	500.00	0.00	250.00	247.49	99.50
959.000 MAUS COMMISSION EXP	2,000.00	2,000.00	0.00	0.00	0.00	0.00
960.000 MAUSOLEUM MARKETING EXPENSE	1,000.00	1,000.00	0.00	0.00	0.00	0.00
962.000 SUNDRY	1,000.00	1,000.00	0.00	0.00	750.00	75.00
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	6,000.00	6,000.00	0.00	0.00	1,280.62	21.34
991.000 DEBT SERVICE PRINCIPAL	18,291.00	18,291.00	0.00	0.00	18,290.76	100.00
995.000 INTEREST EXPENSE	3,616.00	3,616.00	0.00	0.00	3,615.72	99.99
Total Expenditure:	81,825.00	82,245.00	711.64	250.00	53,780.14	65.69
Total Dept 276.000 - CEMETERY						
	81,825.00	82,245.00	711.64	250.00	53,780.14	65.69

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ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 101 - General Fund						
Expenditures						
Dept 299.000 - Other Expenses						
Account Type: Expenditure						
708.000 PORTAGE/BASE LAKES GROSS WAGES	1,500.00	1,500.00	(250.00)	0.00	680.00	45.33
715.000 TOWNSHIP FICA	115.00	115.00	(19.13)	0.00	51.55	44.83
717.000 WORKERS' COMPENSATION	15,000.00	15,000.00	0.00	0.00	12,687.48	84.58
722.500 HEALTH CARE REIMBURSEMENT	50,000.00	50,000.00	8,474.30	0.00	44,593.70	89.19
725.000 LIABILITY/CASUALTY INSURANCE	32,000.00	32,000.00	0.00	0.00	19,540.81	61.07
726.000 SUPPLIES & SMALL EQUIPMENT	15,000.00	15,000.00	536.46	1,879.37	5,395.74	48.50
730.000 POSTAGE	25,000.00	25,000.00	0.00	0.00	8,911.83	35.65
734.000 ADDRESS SIGNS	500.00	500.00	0.00	0.00	165.00	33.00
806.000 FOIA EXPENSES	200.00	200.00	7.71	0.00	104.14	52.07
808.100 MISC MEDICAL EXPENSES	500.00	500.00	0.00	0.00	0.00	0.00
820.000 AUDIT	43,000.00	43,000.00	0.00	0.00	38,800.00	90.23
821.000 ENG/CONSULTANT/PROFESS FEES	3,500.00	3,500.00	0.00	0.00	0.00	0.00
853.000 PHONE/COMM/INTERNET	5,000.00	5,000.00	0.00	0.00	1,933.33	38.67
933.000 EQUIPMENT MAINT/REPAIR	4,300.00	4,300.00	0.00	0.00	1,002.14	23.31
956.000 PAYROLL PROCESSING	10,500.00	10,500.00	920.61	0.00	8,954.65	85.28
958.000 DUES/SUBSCRIP/RECERTIFICATION	225.00	225.00	0.00	0.00	416.04	184.91
962.000 SUNDRY	4,000.00	4,000.00	0.00	0.00	1,005.32	25.13
975.000 SPECIAL PROJECTS	30,000.00	30,000.00	0.00	0.00	19,867.75	66.23
975.200 RECORD RETENTION PROJECT	3,000.00	3,000.00	0.00	0.00	0.00	0.00
975.800 ADA COMPLIANCE PROJECTS	35,000.00	35,000.00	0.00	0.00	0.00	0.00
998.208 TRANSFER OUT RECREATION FUND	120,000.00	120,000.00	20,000.00	0.00	160,000.00	133.33
998.591 TRANSFER OUT WATER FUND	127,775.00	127,775.00	10,647.92	0.00	85,183.36	66.67
Total Expenditure:	526,115.00	526,115.00	40,317.87	1,879.37	409,292.84	78.15
Account Type: Transfers-Out						
999.206 TRANSFER OUT FIRE DEPT	50,000.00	50,000.00	4,166.66	0.00	33,333.28	66.67
Total Transfers-Out:	50,000.00	50,000.00	4,166.66	0.00	33,333.28	66.67
Total Dept 299.000 - Other Expenses	576,115.00	576,115.00	44,484.53	1,879.37	442,626.12	77.16
Dept 345.000 - Public Safety (Police & Fire)						
Account Type: Expenditure						
702.000 PER DIEM	1,040.00	1,040.00	0.00	0.00	390.00	37.50
715.000 TOWNSHIP FICA	80.00	80.00	0.00	0.00	29.82	37.28
Total Expenditure:	1,120.00	1,120.00	0.00	0.00	419.82	37.48
Account Type: Transfers-Out						
999.207 TRANSFER OUT POLICE OPERATIONS	1,198,700.00	1,198,700.00	99,891.66	0.00	799,133.28	66.67
Total Transfers-Out:	1,198,700.00	1,198,700.00	99,891.66	0.00	799,133.28	66.67
Total Dept 345.000 - Public Safety (Police & Fire)	1,199,820.00	1,199,820.00	99,891.66	0.00	799,553.10	66.64
Dept 400.000 - Planning Commission						
Account Type: Expenditure						
702.000 PER DIEM	5,640.00	5,640.00	0.00	0.00	2,680.00	47.52
706.000 PART-TIME EMPLOYEE SALARIES	1,200.00	1,200.00	0.00	0.00	375.00	31.25
715.000 TOWNSHIP FICA	523.00	523.00	0.00	0.00	293.37	56.09
726.000 SUPPLIES & SMALL EQUIPMENT	150.00	150.00	0.00	0.00	0.00	0.00
821.000 ENG/CONSULTANT/PROFESS FEES	9,000.00	9,000.00	0.00	0.00	0.00	0.00
826.000 LEGAL FEES	1,000.00	1,000.00	0.00	0.00	0.00	0.00
864.000 WORKSHOPS/SEMINARS	4,500.00	4,500.00	95.00	0.00	95.00	2.11
900.000 LEGAL NOTICES/ADVERTISING	3,500.00	3,500.00	0.00	0.00	130.00	3.71

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 101 - General Fund						
Expenditures						
958.000 DUES/SUBSCRIP/RECERTIFICATION	500.00	500.00	0.00	0.00	325.00	65.00
962.000 SUNDRY	100.00	100.00	0.00	0.00	26.46	26.46
Total Expenditure:	26,113.00	26,113.00	95.00	0.00	3,924.83	15.03
Total Dept 400.000 - Planning Commission	26,113.00	26,113.00	95.00	0.00	3,924.83	15.03
Dept 410.000 - Zoning						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	40,548.00	40,548.00	3,288.00	0.00	26,684.53	65.81
706.000 PART-TIME EMPLOYEE SALARIES	128,547.00	128,547.00	10,708.72	0.00	74,139.02	57.67
707.000 TEMPORARY EMPLOYEES	1,750.00	1,750.00	0.00	0.00	0.00	0.00
709.000 OVERTIME	0.00	500.00	15.41	0.00	505.67	101.13
715.000 TOWNSHIP FICA	13,079.00	13,079.00	1,082.64	0.00	7,845.06	59.98
719.000 LONG/SHORT TERM DISABILITY	648.00	648.00	45.48	0.00	308.76	47.65
720.000 RETIREMENT	5,271.00	5,271.00	429.44	0.00	3,544.86	67.25
721.000 LIFE INSURANCE	240.00	240.00	13.50	0.00	54.15	22.56
722.000 HEALTH/DENTAL/VISION INSURANCE	16,768.00	16,768.00	1,390.25	0.00	10,100.28	60.24
726.000 SUPPLIES & SMALL EQUIPMENT	1,500.00	1,500.00	76.53	(9.32)	507.05	33.18
729.000 SOFTWARE MAINTENANCE	3,280.00	3,280.00	3,444.00	0.00	5,357.33	163.33
736.000 STORM WATER DISCHARGE	750.00	750.00	500.00	0.00	500.00	66.67
751.000 VEHICLE FUEL	1,000.00	1,000.00	28.72	0.00	252.68	25.27
821.000 ENG/CONSULTANT/PROFESS FEES	10,000.00	10,000.00	0.00	0.00	185.00	1.85
826.000 LEGAL FEES	5,000.00	5,000.00	1,928.00	0.00	5,370.20	107.40
853.000 PHONE/COMM/INTERNET	600.00	1,230.00	140.00	0.00	1,020.00	82.93
861.000 MILEAGE	1,200.00	1,200.00	3.13	0.00	169.14	14.10
864.000 WORKSHOPS/SEMINARS	2,500.00	2,500.00	20.00	200.00	1,111.37	52.45
904.000 CODIFICATION	10,000.00	10,000.00	0.00	0.00	0.00	0.00
939.000 VEHICLE MAINTENANCE	1,000.00	1,000.00	0.00	0.00	45.53	4.55
958.000 DUES/SUBSCRIP/RECERTIFICATION	2,500.00	2,500.00	20.00	0.00	1,534.50	61.38
962.000 SUNDRY	1,500.00	1,500.00	0.00	0.00	133.00	8.87
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	3,500.00	3,500.00	0.00	0.00	0.00	0.00
981.500 RESERVE FOR VEHICLE PURCHASE	1,000.00	1,000.00	0.00	0.00	0.00	0.00
Total Expenditure:	252,181.00	253,311.00	23,133.82	190.68	139,368.13	55.09
Total Dept 410.000 - Zoning	252,181.00	253,311.00	23,133.82	190.68	139,368.13	55.09
Dept 412.000 - Zoning Board of Appeals						
Account Type: Expenditure						
702.000 PER DIEM	4,020.00	4,020.00	335.00	0.00	1,675.00	41.67
706.000 PART-TIME EMPLOYEE SALARIES	1,200.00	1,200.00	0.00	0.00	400.00	33.33
715.000 TOWNSHIP FICA	399.00	399.00	25.63	0.00	158.71	39.78
826.000 LEGAL FEES	0.00	0.00	289.00	0.00	289.00	100.00
864.000 WORKSHOPS/SEMINARS	1,250.00	1,250.00	0.00	0.00	0.00	0.00
900.000 LEGAL NOTICES/ADVERTISING	2,000.00	2,000.00	100.00	0.00	680.00	34.00
962.000 SUNDRY	100.00	100.00	0.00	0.00	10.85	10.85
Total Expenditure:	8,969.00	8,969.00	749.63	0.00	3,213.56	35.83
Total Dept 412.000 - Zoning Board of Appeals	8,969.00	8,969.00	749.63	0.00	3,213.56	35.83
Dept 415.000 - LAKES, RIVERS & STREAMS						
Account Type: Expenditure						
958.000 DUES/SUBSCRIP/RECERTIFICATION	2,000.00	2,000.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR HAMBURG TWP  
 PERIOD ENDING 02/28/2019  
 % Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 101 - General Fund						
Expenditures						
975.000 SPECIAL PROJECTS	10,000.00	13,200.00	666.67	0.00	13,813.68	104.65
Total Expenditure:	12,000.00	15,200.00	666.67	0.00	13,813.68	90.88
Total Dept 415.000 - LAKES, RIVERS & STREAMS	12,000.00	15,200.00	666.67	0.00	13,813.68	90.88
Dept 450.000 - Street Lighting						
Account Type: Expenditure						
926.000 STREET LIGHTING	15,000.00	15,000.00	1,243.06	0.00	9,817.39	65.45
Total Expenditure:	15,000.00	15,000.00	1,243.06	0.00	9,817.39	65.45
Total Dept 450.000 - Street Lighting	15,000.00	15,000.00	1,243.06	0.00	9,817.39	65.45
TOTAL EXPENDITURES	4,245,272.00	4,260,322.00	332,362.94	14,073.20	2,752,085.57	64.93
Fund 101 - General Fund:						
TOTAL REVENUES	3,614,345.00	3,629,395.00	136,392.05	(1,885.86)	2,413,844.27	66.46
TOTAL EXPENDITURES	4,245,272.00	4,260,322.00	332,362.94	14,073.20	2,752,085.57	64.93
NET OF REVENUES & EXPENDITURES	(630,927.00)	(630,927.00)	(195,970.89)	(15,959.06)	(338,241.30)	56.14

REVENUE AND EXPENDITURE REPORT FOR HAMBURG TWP  
 PERIOD ENDING 02/28/2019  
 % Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 204 - Road Fund						
Revenues						
Dept 000.000						
Account Type: Revenue						
402.000 CURRENT PROPERTY TAX	1,014,367.00	1,014,367.00	0.00	0.00	1,025,775.60	101.12
414.000 DELINQUENT PP TAX	300.00	300.00	3,067.93	0.00	3,083.86	1,027.95
422.000 CHARGE BACKS/MTT/BOARD OF REVIEW	0.00	0.00	0.00	0.00	(1,655.75)	100.00
664.000 INTEREST REVENUE	1,000.00	1,000.00	1,033.65	0.00	2,481.14	248.11
Total Revenue:	1,015,667.00	1,015,667.00	4,101.58	0.00	1,029,684.85	101.38
Total Dept 000.000	1,015,667.00	1,015,667.00	4,101.58	0.00	1,029,684.85	101.38
TOTAL REVENUES	1,015,667.00	1,015,667.00	4,101.58	0.00	1,029,684.85	101.38
Expenditures						
Dept 000.000						
Account Type: Expenditure						
802.100 ROAD IMPROVEMENTS	660,000.00	660,000.00	0.00	0.00	88,348.81	13.39
Total Expenditure:	660,000.00	660,000.00	0.00	0.00	88,348.81	13.39
Total Dept 000.000	660,000.00	660,000.00	0.00	0.00	88,348.81	13.39
TOTAL EXPENDITURES	660,000.00	660,000.00	0.00	0.00	88,348.81	13.39
Fund 204 - Road Fund:						
TOTAL REVENUES	1,015,667.00	1,015,667.00	4,101.58	0.00	1,029,684.85	101.38
TOTAL EXPENDITURES	660,000.00	660,000.00	0.00	0.00	88,348.81	13.39
NET OF REVENUES & EXPENDITURES	355,667.00	355,667.00	4,101.58	0.00	941,336.04	264.67

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ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 206 - Fire Fund						
Revenues						
Dept 000.000						
Account Type: Revenue						
402.000 CURRENT PROPERTY TAX	1,791,570.00	1,791,570.00	0.00	0.00	1,794,890.23	100.19
402.100 PERS PROPERTY TAX REIMB - STATE OF MI	0.00	0.00	5,368.78	0.00	5,368.78	100.00
414.000 DELINQUENT PP TAX	0.00	0.00	0.00	0.00	93.78	100.00
422.000 CHARGE BACKS/MTT/BOARD OF REVIEW	0.00	0.00	0.00	0.00	(2,897.49)	100.00
476.000 FIRE INSPECTION FEES	50.00	50.00	0.00	0.00	50.00	100.00
664.000 INTEREST REVENUE	2,000.00	5,000.00	2,612.71	0.00	12,634.57	252.69
676.000 REIMBURSEMENTS & COST RECOVERY	0.00	500.00	0.00	0.00	6,067.23	1,213.45
678.500 FIRE TRAINING REVENUE	3,000.00	3,000.00	0.00	0.00	0.00	0.00
Total Revenue:	1,796,620.00	1,800,120.00	7,981.49	0.00	1,816,207.10	100.89
Account Type: Transfers-In						
699.101 TRANSFER IN 101-OPERATIONS	50,000.00	50,000.00	4,166.66	0.00	33,333.28	66.67
699.999 APPROPRIATION FROM SURPLUS	293,174.00	344,674.00	0.00	(505.30)	0.00	(0.15)
Total Transfers-In:	343,174.00	394,674.00	4,166.66	(505.30)	33,333.28	8.32
Total Dept 000.000	2,139,794.00	2,194,794.00	12,148.15	(505.30)	1,849,540.38	84.25
TOTAL REVENUES	2,139,794.00	2,194,794.00	12,148.15	(505.30)	1,849,540.38	84.25
Expenditures						
Dept 000.000						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	273,949.00	273,949.00	19,277.52	0.00	125,751.19	45.90
705.500 LEAVE TIME PAYOUT	2,096.00	2,096.00	0.00	0.00	0.00	0.00
707.500 PAID ON CALL FIRE	480,000.00	480,000.00	35,519.51	0.00	321,211.89	66.92
709.000 OVERTIME	5,000.00	5,000.00	682.99	0.00	798.57	15.97
710.000 PAY IN LIEU OF MEDICAL INS	3,000.00	3,000.00	500.00	0.00	500.00	16.67
715.000 TOWNSHIP FICA	58,324.00	58,324.00	4,305.00	0.00	34,754.29	59.59
717.000 WORKERS' COMPENSATION	32,120.00	32,120.00	0.00	0.00	32,240.23	100.37
719.000 LONG/SHORT TERM DISABILITY	8,364.00	8,364.00	360.12	0.00	5,793.66	69.27
720.000 RETIREMENT	27,605.00	27,605.00	2,253.87	0.00	12,102.71	43.84
721.000 LIFE INSURANCE	300.00	300.00	78.76	0.00	183.34	61.11
721.500 TUITION REIMBURSEMENT	12,000.00	12,000.00	0.00	0.00	0.00	0.00
722.000 HEALTH/DENTAL/VISION INSURANCE	49,812.00	49,812.00	8,541.55	0.00	37,616.99	75.52
725.000 LIABILITY/CASUALTY INSURANCE	52,500.00	52,500.00	0.00	0.00	29,116.06	55.46
726.000 SUPPLIES & SMALL EQUIPMENT	7,000.00	7,000.00	931.42	607.60	4,755.98	76.62
727.000 MEDICAL AND SCENE SUPPLIES	8,000.00	8,000.00	1,803.88	183.58	2,577.23	34.51
729.000 SOFTWARE MAINTENANCE	500.00	500.00	0.00	0.00	175.82	35.16
737.000 FIRE FIGHTERS INCENTIVIZATION	15,000.00	15,000.00	0.00	0.00	0.00	0.00
751.000 VEHICLE FUEL	25,000.00	25,000.00	1,433.85	5,705.38	14,193.79	79.60
758.000 UNIFORMS/ACCESSORIES	15,000.00	15,000.00	34.90	7,721.74	3,054.36	71.84
759.000 TURN OUT GEAR	25,000.00	25,000.00	347.46	2,806.87	2,705.75	22.05
801.000 CONTRACTUAL SERVICES	4,500.00	4,500.00	817.48	198.00	3,390.23	79.74
808.000 EMPLOYEE PHYSICALS/VACCINATION	25,000.00	25,000.00	201.00	0.00	4,290.00	17.16
813.000 TRASH DISPOSAL	1,750.00	1,750.00	143.40	0.00	1,162.92	66.45
826.000 LEGAL FEES	1,000.00	1,000.00	40.00	0.00	40.00	4.00
853.000 PHONE/COMM/INTERNET	9,000.00	9,000.00	670.28	881.81	6,691.74	84.15
870.000 HAZMAT YEARLY DUES	4,000.00	4,000.00	0.00	0.00	0.00	0.00
899.000 WATER USAGE	1,625.00	1,625.00	0.00	0.00	783.75	48.23
900.000 LEGAL NOTICES/ADVERTISING	4,500.00	4,500.00	0.00	0.00	0.00	0.00
921.000 ELECTRIC	30,000.00	30,000.00	4,006.52	0.00	19,187.47	63.96
921.100 SIREN ELECTRIC USAGE	1,500.00	14,500.00	98.42	0.00	761.98	50.80

REVENUE AND EXPENDITURE REPORT FOR HAMBURG TWP

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL BUDGET	2018-19 AMENDED BUDGET	MONTH 02/28/19			
Fund 206 - Fire Fund						
Expenditures						
922.000 SEWER USAGE	2,500.00	2,500.00	0.00	0.00	1,244.00	49.76
923.500 DIESEL FUEL	500.00	500.00	0.00	0.00	121.36	24.27
932.003 MAINTENANCE FIRE HALL	50,000.00	50,000.00	2,928.44	650.00	14,118.35	29.54
932.020 MAINTENANCE - FERTILIZER	1,000.00	1,000.00	0.00	0.00	1,055.00	105.50
933.000 EQUIPMENT MAINT/REPAIR	15,000.00	15,000.00	164.52	1,516.30	3,191.03	31.38
933.100 EMERGENCY SIREN MAINTENANCE/REPAIRS	2,500.00	2,500.00	0.00	0.00	0.00	0.00
939.000 VEHICLE MAINTENANCE	35,000.00	35,000.00	1,306.39	11,943.57	23,979.89	102.64
958.000 DUES/SUBSCRIP/RECERTIFICATION	4,500.00	4,500.00	375.00	0.00	4,854.39	107.88
962.000 SUNDRY	2,500.00	2,500.00	0.00	(445.63)	1,130.12	27.38
965.000 TRAINING	30,000.00	30,000.00	1,689.40	521.16	16,855.66	57.92
966.500 FIRE PREVENTION	10,000.00	10,000.00	203.45	0.00	606.52	6.07
970.760 RESERVE FOR FUTURE SCBA	20,000.00	20,000.00	0.00	0.00	0.00	0.00
975.000 SPECIAL PROJECTS	10,000.00	10,000.00	100.00	566.50	1,924.50	24.91
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	20,000.00	75,000.00	16.44	65,799.41	16,490.87	109.72
980.010 CAPITAL EQUIPMENT - EMERGENCY SIRENS	50,000.00	50,000.00	0.00	0.00	46,580.00	93.16
981.000 CAPITAL EXPENSE - VEHICLE	500,000.00	500,000.00	0.00	0.00	2,736.00	0.55
981.500 RESERVE FOR VEHICLE PURCHASE	135,000.00	135,000.00	0.00	0.00	0.00	0.00
Total Expenditure:	2,071,945.00	2,126,945.00	88,831.57	98,656.29	798,727.64	42.19
Total Dept 000.000	2,071,945.00	2,126,945.00	88,831.57	98,656.29	798,727.64	42.19
TOTAL EXPENDITURES	2,071,945.00	2,126,945.00	88,831.57	98,656.29	798,727.64	42.19
Fund 206 - Fire Fund:						
TOTAL REVENUES	2,139,794.00	2,194,794.00	12,148.15	(505.30)	1,849,540.38	84.25
TOTAL EXPENDITURES	2,071,945.00	2,126,945.00	88,831.57	98,656.29	798,727.64	42.19
NET OF REVENUES & EXPENDITURES	67,849.00	67,849.00	(76,683.42)	(99,161.59)	1,050,812.74	1,402.60

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 207 - Police Fund						
Revenues						
Dept 000.000						
Account Type: Revenue						
402.000 CURRENT PROPERTY TAX	1,518,873.00	2,591,115.00	0.00	0.00	2,591,114.05	100.00
402.100 PERS PROPERTY TAX REIMB - STATE OF MI	4,500.00	4,500.00	4,551.15	0.00	4,551.15	101.14
414.000 DELINQUENT PP TAX	0.00	0.00	0.00	0.00	122.47	100.00
422.000 CHARGE BACKS/MTT/BOARD OF REVIEW	0.00	0.00	0.00	0.00	(2,456.42)	100.00
452.000 LIQUOR LICENSE FEES	8,400.00	8,400.00	0.00	0.00	8,796.15	104.72
481.000 SOLICITATION FEES	50.00	50.00	0.00	0.00	0.00	0.00
602.000 BREATHALIZER TEST REQUIRED	1,000.00	1,000.00	40.00	0.00	470.00	47.00
603.000 SALVAGE VEHICLE INSPECTION	1,500.00	1,500.00	0.00	0.00	400.00	26.67
629.000 GUN PERM/FINGERPRINTS/VIN INSP	200.00	200.00	20.00	0.00	95.00	47.50
636.000 COPIES/MAPS	1,000.00	1,000.00	180.50	0.00	1,055.00	105.50
657.000 ORDINANCE FINES	25,000.00	25,000.00	1,526.75	0.00	16,550.74	66.20
664.000 INTEREST REVENUE	500.00	500.00	1,433.49	0.00	2,612.92	522.58
673.000 SALE OF FIXED ASSETS	4,000.00	4,000.00	0.00	0.00	0.00	0.00
676.000 REIMBURSEMENTS & COST RECOVERY	1,000.00	1,000.00	(17,237.00)	0.00	561.00	56.10
676.150 OVERTIME REIMB - FED DRUNK DRIVING	5,000.00	5,000.00	0.00	0.00	2,457.88	49.16
676.200 OVERTIME REIMB - OTHER	500.00	500.00	0.00	0.00	(766.40)	(153.28)
692.000 SUNDRY	500.00	500.00	0.00	0.00	0.00	0.00
<b>Total Revenue:</b>	<b>1,572,023.00</b>	<b>2,644,265.00</b>	<b>(9,485.11)</b>	<b>0.00</b>	<b>2,625,563.54</b>	<b>99.29</b>
Account Type: Transfers-In						
699.101 TRANSFER IN 101-OPERATIONS	1,198,700.00	1,198,700.00	99,891.66	0.00	799,133.28	66.67
699.932 APPROPRIATION FROM BLDG RESERVE	20,000.00	20,000.00	0.00	0.00	0.00	0.00
699.999 APPROPRIATION FROM SURPLUS	0.00	(1,071,742.00)	0.00	0.00	0.00	0.00
<b>Total Transfers-In:</b>	<b>1,218,700.00</b>	<b>146,958.00</b>	<b>99,891.66</b>	<b>0.00</b>	<b>799,133.28</b>	<b>543.78</b>
<b>Total Dept 000.000</b>	<b>2,790,723.00</b>	<b>2,791,223.00</b>	<b>90,406.55</b>	<b>0.00</b>	<b>3,424,696.82</b>	<b>122.70</b>
<b>TOTAL REVENUES</b>	<b>2,790,723.00</b>	<b>2,791,223.00</b>	<b>90,406.55</b>	<b>0.00</b>	<b>3,424,696.82</b>	<b>122.70</b>
Expenditures						
Dept 000.000						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	1,279,288.00	1,279,288.00	104,630.63	0.00	874,312.91	68.34
705.500 LEAVE TIME PAYOUT	10,000.00	10,000.00	0.00	0.00	4,351.15	43.51
706.000 PART-TIME EMPLOYEE SALARIES	21,940.00	21,940.00	4,432.11	0.00	13,718.35	62.53
709.000 OVERTIME	70,000.00	70,000.00	6,671.30	0.00	65,199.39	93.14
709.500 HOLIDAY PAY	70,000.00	70,000.00	176.16	0.00	52,527.52	75.04
710.000 PAY IN LIEU OF MEDICAL INS	6,000.00	6,000.00	500.00	0.00	4,000.00	66.67
715.000 TOWNSHIP FICA	112,556.00	112,556.00	8,889.92	0.00	77,520.29	68.87
717.000 WORKERS' COMPENSATION	39,934.00	39,934.00	0.00	0.00	31,245.06	78.24
719.000 LONG/SHORT TERM DISABILITY	16,539.00	16,539.00	1,237.34	0.00	8,504.77	51.42
720.000 RETIREMENT	206,041.00	206,041.00	1,984.30	0.00	126,195.13	61.25
720.500 MERS FUNDING DEFICIENCY	250,000.00	250,000.00	0.00	0.00	0.00	0.00
721.000 LIFE INSURANCE	725.00	725.00	229.50	0.00	997.95	137.65
721.500 TUITION REIMBURSEMENT	6,000.00	6,000.00	0.00	0.00	0.00	0.00
722.000 HEALTH/DENTAL/VISION INSURANCE	232,900.00	232,900.00	20,548.67	0.00	183,483.55	78.78
723.000 RETIREE HEALTH INSURANCE	82,500.00	82,500.00	0.00	0.00	80,982.76	98.16
725.000 LIABILITY/CASUALTY INSURANCE	130,000.00	130,000.00	0.00	0.00	89,456.83	68.81
726.000 SUPPLIES & SMALL EQUIPMENT	8,000.00	8,000.00	277.48	1,794.41	6,987.98	109.78
726.100 AMMUNITION	5,000.00	5,000.00	0.00	0.00	4,979.97	99.60
726.500 EQUIPMENT ALLOWANCE	4,800.00	4,800.00	0.00	0.00	0.00	0.00
729.000 SOFTWARE MAINTENANCE	15,000.00	16,000.00	406.13	10,300.00	13,224.83	156.83

PERIOD ENDING 02/28/2019

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ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL BUDGET	AMENDED BUDGET	MONTH 02/28/19			
Fund 207 - Police Fund						
Expenditures						
730.000 POSTAGE	500.00	500.00	68.46	0.00	68.46	13.69
751.000 VEHICLE FUEL	40,000.00	40,000.00	0.00	16,702.96	26,959.69	109.16
758.000 UNIFORMS/ACCESSORIES	8,000.00	8,500.00	490.90	6,835.53	4,898.35	138.05
758.500 UNIFORM CLEANING	3,500.00	3,500.00	340.50	1,481.40	2,018.60	100.00
801.000 CONTRACTUAL SERVICES	1,000.00	1,000.00	87.87	315.21	684.79	100.00
826.000 LEGAL FEES	10,000.00	10,000.00	552.00	6,888.00	3,987.00	108.75
853.000 PHONE/COMM/INTERNET	12,000.00	12,000.00	705.67	3,135.87	6,873.14	83.41
871.000 LAW ENFORCEMENT INFO NETWORK	4,000.00	4,000.00	483.00	1,286.40	3,337.43	115.60
921.000 ELECTRIC	15,000.00	15,000.00	1,227.53	0.00	8,750.48	58.34
922.000 SEWER USAGE	3,500.00	3,500.00	0.00	0.00	1,741.60	49.76
923.000 NATURAL GAS/HEAT	1,500.00	1,500.00	232.46	0.00	821.22	54.75
923.500 DIESEL FUEL	500.00	500.00	0.00	0.00	277.36	55.47
932.002 MAINTENANCE POLICE BUILDING	8,000.00	8,000.00	810.06	(584.60)	6,329.53	71.81
932.020 MAINTENANCE - FERTILIZER	750.00	750.00	0.00	125.00	375.00	66.67
933.000 EQUIPMENT MAINT/REPAIR	2,000.00	2,000.00	176.90	404.95	1,217.29	81.11
939.000 VEHICLE MAINTENANCE	32,000.00	32,000.00	5,466.44	14,163.72	26,534.95	127.18
958.000 DUES/SUBSCRIP/RECERTIFICATION	1,500.00	1,500.00	255.00	425.38	1,068.74	99.61
962.000 SUNDRY	2,000.00	2,000.00	57.74	59.67	932.35	49.60
965.000 TRAINING	10,000.00	10,000.00	586.25	2,114.32	5,420.28	75.35
975.000 SPECIAL PROJECTS	7,000.00	7,000.00	0.00	744.00	7,436.82	116.87
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	24,750.00	24,750.00	0.00	16,931.12	23,073.34	161.63
981.000 CAPITAL EXPENSE - VEHICLE	30,000.00	30,000.00	0.00	0.00	25,001.00	83.34
Total Expenditure:	2,784,723.00	2,785,223.00	161,524.32	83,123.34	1,795,495.86	67.45
Account Type: Transfers-Out						
999.101 TRANSFER OUT GENERAL FUND	6,000.00	6,000.00	571.65	0.00	3,738.66	62.31
Total Transfers-Out:	6,000.00	6,000.00	571.65	0.00	3,738.66	62.31
Total Dept 000.000	2,790,723.00	2,791,223.00	162,095.97	83,123.34	1,799,234.52	67.44
TOTAL EXPENDITURES	2,790,723.00	2,791,223.00	162,095.97	83,123.34	1,799,234.52	67.44
Fund 207 - Police Fund:						
TOTAL REVENUES	2,790,723.00	2,791,223.00	90,406.55	0.00	3,424,696.82	122.70
TOTAL EXPENDITURES	2,790,723.00	2,791,223.00	162,095.97	83,123.34	1,799,234.52	67.44
NET OF REVENUES & EXPENDITURES	0.00	0.00	(71,689.42)	(83,123.34)	1,625,462.30	100.00

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL BUDGET	AMENDED BUDGET	MONTH 02/28/19			
Fund 208 - SENIORS, PARKS, LL TRAIL						
Revenues						
Dept 000.000						
Account Type: Revenue						
402.000 CURRENT PROPERTY TAX	252,939.00	252,939.00	0.00	0.00	253,363.53	100.17
402.100 PERS PROPERTY TAX REIMB - STATE OF MI	0.00	0.00	758.09	0.00	758.09	100.00
414.000 DELINQUENT PP TAX	0.00	0.00	0.00	0.00	20.39	100.00
422.000 CHARGE BACKS/MTT/BOARD OF REVIEW	0.00	0.00	0.00	0.00	(409.19)	100.00
664.000 INTEREST REVENUE	750.00	3,250.00	871.34	0.00	4,977.19	153.14
Total Revenue:	253,689.00	256,189.00	1,629.43	0.00	258,710.01	100.98
Account Type: Transfers-In						
699.101 TRANSFER IN 101-OPERATIONS	120,000.00	120,000.00	20,000.00	0.00	160,000.00	133.33
699.999 APPROPRIATION FROM SURPLUS	0.00	8,650.00	0.00	0.00	0.00	0.00
Total Transfers-In:	120,000.00	128,650.00	20,000.00	0.00	160,000.00	124.37
Total Dept 000.000	373,689.00	384,839.00	21,629.43	0.00	418,710.01	108.80
Dept 750.000 - Recreation Board						
Account Type: Revenue						
651.000 PARKS & RECREATION FEES	15,000.00	15,000.00	0.00	0.00	9,863.33	65.76
675.000 CONTRIBUTIONS/DONATIONS/GRANTS	0.00	0.00	0.00	0.00	14,000.00	100.00
Total Revenue:	15,000.00	15,000.00	0.00	0.00	23,863.33	159.09
Total Dept 750.000 - Recreation Board	15,000.00	15,000.00	0.00	0.00	23,863.33	159.09
Dept 800.000 - LAKELAND TRAIL						
Account Type: Revenue						
675.000 CONTRIBUTIONS/DONATIONS/GRANTS	0.00	0.00	0.00	0.00	143.13	100.00
Total Revenue:	0.00	0.00	0.00	0.00	143.13	100.00
Total Dept 800.000 - LAKELAND TRAIL	0.00	0.00	0.00	0.00	143.13	100.00
TOTAL REVENUES	388,689.00	399,839.00	21,629.43	0.00	442,716.47	110.72
Expenditures						
Dept 750.000 - Recreation Board						
Account Type: Expenditure						
702.000 PER DIEM	3,900.00	3,900.00	195.00	0.00	1,365.00	35.00
705.000 FULL-TIME EMPLOYEE SALARIES	30,609.00	30,609.00	2,373.28	0.00	19,325.30	63.14
709.000 OVERTIME	100.00	1,100.00	0.00	0.00	888.28	80.75
715.000 TOWNSHIP FICA	2,648.00	2,648.00	196.47	0.00	1,690.24	63.83
717.000 WORKERS' COMPENSATION	160.00	1,040.00	0.00	0.00	1,039.12	99.92
719.000 LONG/SHORT TERM DISABILITY	453.00	453.00	34.48	0.00	234.06	51.67
720.000 RETIREMENT	3,685.00	3,685.00	308.54	0.00	2,619.96	71.10
721.000 LIFE INSURANCE	76.00	76.00	9.44	0.00	51.46	67.71
722.000 HEALTH/DENTAL/VISION INSURANCE	14,972.00	14,972.00	644.69	0.00	10,615.87	70.90
725.000 LIABILITY/CASUALTY INSURANCE	2,000.00	2,000.00	0.00	0.00	(424.59)	(21.23)
726.000 SUPPLIES & SMALL EQUIPMENT	10,000.00	10,000.00	368.86	0.00	1,685.20	16.85
751.000 VEHICLE FUEL	200.00	200.00	0.00	0.00	46.87	23.44
813.000 TRASH DISPOSAL	2,000.00	2,000.00	116.17	0.00	909.49	45.47
821.000 ENG/CONSULTANT/PROFESS FEES	1,000.00	8,000.00	588.00	4,536.00	7,308.00	148.05
826.000 LEGAL FEES	1,000.00	18,000.00	0.00	0.00	0.00	0.00
864.000 WORKSHOPS/SEMINARS	2,000.00	2,000.00	189.87	0.00	(330.13)	(16.51)

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL BUDGET	AMENDED BUDGET	MONTH 02/28/19			
Fund 208 - SENIORS, PARKS, LL TRAIL						
Expenditures						
900.000 LEGAL NOTICES/ADVERTISING	300.00	300.00	0.00	0.00	0.00	0.00
902.100 PRINTING	500.00	500.00	0.00	0.00	51.40	10.28
921.000 ELECTRIC	4,000.00	4,000.00	168.43	0.00	2,893.11	72.33
922.000 SEWER USAGE	625.00	625.00	0.00	0.00	311.00	49.76
923.500 DIESEL FUEL	1,500.00	1,500.00	0.00	0.00	1,121.29	74.75
932.005 MAINTENANCE PARK BUILDINGS	7,500.00	7,500.00	0.00	500.00	4,294.29	63.92
932.020 MAINTENANCE - FERTILIZER	20,000.00	20,000.00	0.00	2,920.00	8,760.00	58.40
933.000 EQUIPMENT MAINT/REPAIR	1,500.00	1,500.00	0.00	0.00	0.00	0.00
934.000 PLAYGROUND/FIELD REPAIR	5,000.00	5,000.00	0.00	0.00	0.00	0.00
934.200 PLAYGROUND INSPECTION	600.00	600.00	0.00	0.00	0.00	0.00
941.000 PORTABLE TOILETS	9,500.00	9,500.00	70.00	4,465.00	4,955.00	99.16
942.000 EVENT COMMITTEE EXPENSE	2,000.00	2,000.00	0.00	0.00	0.00	0.00
958.000 DUES/SUBSCRIP/RECERTIFICATION	500.00	500.00	0.00	0.00	330.00	66.00
962.000 SUNDRY	1,000.00	1,000.00	0.00	393.72	239.91	63.36
975.600 WINKELHAUS PARK	0.00	0.00	0.00	176.71	0.00	0.00
975.700 SPECIAL PROJECTS - BASEBALL FENCING	3,000.00	3,000.00	0.00	1,786.00	5,235.00	234.03
975.701 SPECIAL PROJECTS - KIOSKS	5,000.00	5,000.00	0.00	0.00	0.00	0.00
975.962 SPECIAL PROJECTS - MISC IMPROVEMENT	40,000.00	40,000.00	0.00	0.00	0.00	0.00
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	20,000.00	20,000.00	0.00	0.00	0.00	0.00
980.500 RESERVE FOR EQUIPMENT PURCHASE	20,000.00	20,000.00	0.00	0.00	0.00	0.00
<b>Total Expenditure:</b>	<b>217,328.00</b>	<b>226,208.00</b>	<b>5,263.23</b>	<b>14,777.43</b>	<b>75,215.13</b>	<b>39.78</b>
Account Type: Transfers-Out						
999.101 TRANSFER OUT GENERAL FUND	1,000.00	1,000.00	0.00	0.00	515.70	51.57
999.590 TRANSFER OUT ENTERPRISE FUND	1,000.00	1,000.00	0.00	0.00	0.00	0.00
<b>Total Transfers-Out:</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>515.70</b>	<b>25.79</b>
<b>Total Dept 750.000 - Recreation Board</b>	<b>219,328.00</b>	<b>228,208.00</b>	<b>5,263.23</b>	<b>14,777.43</b>	<b>75,730.83</b>	<b>39.66</b>
Dept 800.000 - LAKELAND TRAIL						
Account Type: Expenditure						
725.000 LIABILITY/CASUALTY INSURANCE	400.00	400.00	0.00	0.00	236.36	59.09
821.000 ENG/CONSULTANT/PROFESS FEES	2,000.00	2,000.00	0.00	0.00	0.00	0.00
826.000 LEGAL FEES	100.00	100.00	0.00	0.00	0.00	0.00
902.100 PRINTING	500.00	500.00	0.00	0.00	0.00	0.00
921.000 ELECTRIC	500.00	500.00	55.73	0.00	179.29	35.86
932.018 RESERVE FOR LL TRAIL MAINTENANCE	30,000.00	30,000.00	0.00	0.00	250.00	0.83
938.000 LAKELAND TRAIL MAINTENANCE	15,000.00	15,000.00	0.00	0.00	2,025.77	13.51
938.500 LL TRAIL RAILROAD MAINT FEE	1,000.00	1,000.00	0.00	0.00	1,583.33	158.33
941.000 PORTABLE TOILETS	5,000.00	5,850.00	330.00	2,160.00	3,690.00	100.00
962.000 SUNDRY	2,000.00	2,000.00	0.00	0.00	0.00	0.00
<b>Total Expenditure:</b>	<b>56,500.00</b>	<b>57,350.00</b>	<b>385.73</b>	<b>2,160.00</b>	<b>7,964.75</b>	<b>17.65</b>
<b>Total Dept 800.000 - LAKELAND TRAIL</b>	<b>56,500.00</b>	<b>57,350.00</b>	<b>385.73</b>	<b>2,160.00</b>	<b>7,964.75</b>	<b>17.65</b>
Dept 805.000 - SENIOR CENTER						
Account Type: Expenditure						
705.000 FULL-TIME EMPLOYEE SALARIES	42,707.00	42,707.00	3,200.00	0.00	26,920.29	63.03
706.000 PART-TIME EMPLOYEE SALARIES	29,561.00	29,561.00	1,660.67	0.00	23,499.25	79.49
709.000 OVERTIME	2,600.00	2,600.00	0.00	0.00	366.22	14.09
715.000 TOWNSHIP FICA	5,727.00	5,727.00	371.85	0.00	3,885.10	67.84
717.000 WORKERS' COMPENSATION	987.00	987.00	0.00	0.00	0.00	0.00
719.000 LONG/SHORT TERM DISABILITY	632.00	632.00	48.38	0.00	327.01	51.74
720.000 RETIREMENT	5,812.00	5,812.00	416.00	0.00	3,631.59	62.48

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL BUDGET	AMENDED BUDGET	MONTH 02/28/19			
Fund 208 - SENIORS, PARKS, LL TRAIL						
Expenditures						
721.000 LIFE INSURANCE	247.00	247.00	13.50	0.00	107.25	43.42
722.000 HEALTH/DENTAL/VISION INSURANCE	16,648.00	16,648.00	3,538.60	0.00	15,430.29	92.69
725.000 LIABILITY/CASUALTY INSURANCE	2,500.00	2,500.00	0.00	0.00	2,613.96	104.56
726.000 SUPPLIES & SMALL EQUIPMENT	2,500.00	2,500.00	212.60	0.00	1,714.33	68.57
801.000 CONTRACTUAL SERVICES	0.00	250.00	286.73	0.00	412.73	165.09
813.000 TRASH DISPOSAL	850.00	850.00	77.04	0.00	679.61	79.95
853.000 PHONE/COMM/INTERNET	2,400.00	2,400.00	203.85	0.00	2,170.29	90.43
861.000 MILEAGE	500.00	500.00	161.50	0.00	396.03	79.21
864.000 WORKSHOPS/SEMINARS	800.00	800.00	0.00	0.00	75.00	9.38
902.000 NEWSLETTER/PUBLICATIONS	7,000.00	7,000.00	0.00	2,580.93	4,419.07	100.00
921.000 ELECTRIC	5,000.00	5,000.00	347.14	0.00	3,111.65	62.23
922.000 SEWER USAGE	1,750.00	1,750.00	0.00	0.00	877.02	50.12
923.000 NATURAL GAS/HEAT	2,000.00	2,000.00	192.40	0.00	930.25	46.51
932.001 MAINTENANCE COMM CENTER	4,500.00	5,670.00	1,051.00	2,374.71	5,635.45	141.27
932.020 MAINTENANCE - FERTILIZER	500.00	500.00	0.00	125.00	375.00	100.00
933.000 EQUIPMENT MAINT/REPAIR	2,000.00	2,000.00	17.29	323.15	151.85	23.75
937.000 IMPROVEMENTS	2,000.00	2,000.00	0.00	0.00	0.00	0.00
958.000 DUES/SUBSCRIP/RECERTIFICATION	500.00	500.00	0.00	25.00	476.91	100.38
962.000 SUNDRY	2,000.00	2,000.00	78.95	0.00	343.09	17.15
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	4,000.00	4,000.00	0.00	4,516.75	112.87	115.74
Total Expenditure:	145,721.00	147,141.00	11,877.50	9,945.54	98,662.11	73.81
Total Dept 805.000 - SENIOR CENTER	145,721.00	147,141.00	11,877.50	9,945.54	98,662.11	73.81
TOTAL EXPENDITURES	421,549.00	432,699.00	17,526.46	26,882.97	182,357.69	48.36
Fund 208 - SENIORS, PARKS, LL TRAIL:						
TOTAL REVENUES	388,689.00	399,839.00	21,629.43	0.00	442,716.47	110.72
TOTAL EXPENDITURES	421,549.00	432,699.00	17,526.46	26,882.97	182,357.69	48.36
NET OF REVENUES & EXPENDITURES	(32,860.00)	(32,860.00)	4,102.97	(26,882.97)	260,358.78	710.52

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 590 - SEWER FUND						
Revenues						
Dept 001.000						
Account Type: Revenue						
623.000 O&M USAGE FEES	1,460,675.00	1,460,675.00	149,985.85	0.00	775,232.56	53.07
623.001 O&M LATE PENALTY	27,000.00	27,000.00	3,425.61	0.00	19,612.13	72.64
623.500 ADMIN FEE FOR DELINQ ON TAXES	22,000.00	22,000.00	0.00	0.00	21,974.26	99.88
664.001 INTEREST REVENUE - O&M ACCOUNTS	2,000.00	2,000.00	1,147.86	0.00	5,189.06	259.45
667.000 RENTAL INCOME	10,800.00	10,800.00	0.00	0.00	1,200.00	11.11
676.000 REIMBURSEMENTS & COST RECOVERY	0.00	0.00	0.00	0.00	28,300.07	100.00
692.000 SUNDRY	0.00	0.00	0.00	0.00	143.00	100.00
Total Revenue:	1,522,475.00	1,522,475.00	154,559.32	0.00	851,651.08	55.94
Account Type: Transfers-In						
699.999 APPROPRIATION FROM SURPLUS	1,327,954.00	1,268,772.00	0.00	0.00	0.00	0.00
Total Transfers-In:	1,327,954.00	1,268,772.00	0.00	0.00	0.00	0.00
Total Dept 001.000	2,850,429.00	2,791,247.00	154,559.32	0.00	851,651.08	30.51
Dept 002.000						
Account Type: Revenue						
671.000 OTHER REVENUE - CONTRACT SERVICE	64,800.00	64,800.00	0.00	0.00	39,328.90	60.69
671.100 OTHER REVENUE - PORTAGE ADD'L SERVICES	22,000.00	22,000.00	0.00	0.00	6,005.39	27.30
Total Revenue:	86,800.00	86,800.00	0.00	0.00	45,334.29	52.23
Total Dept 002.000	86,800.00	86,800.00	0.00	0.00	45,334.29	52.23
Dept 003.000						
Account Type: Revenue						
607.000 NON-TAX ADMIN FEE	10,000.00	10,000.00	1,400.00	0.00	9,257.64	92.58
617.000 DIRECT TAP FEE	45,000.00	49,500.00	9,000.00	0.00	58,500.00	118.18
618.000 INDIRECT TAP FEE	33,750.00	33,750.00	2,500.00	0.00	12,500.00	37.04
619.000 MAIN LINE EXTENSION	0.00	0.00	15,040.00	0.00	37,154.00	100.00
620.000 GRINDER PUMP INSTALLATION	30,000.00	76,795.00	30,913.25	0.00	107,708.25	140.25
621.000 GRINDER PUMP PURCHASE	40,000.00	52,400.00	9,900.00	0.00	67,068.98	127.99
622.000 APPLICATION FEES - SEWERS	5,000.00	5,000.00	400.00	0.00	4,200.00	84.00
664.002 INTEREST REVENUE - CAPITAL ACCTS	5,000.00	12,200.00	3,775.63	0.00	15,669.46	128.44
Total Revenue:	168,750.00	239,645.00	72,928.88	0.00	312,058.33	130.22
Total Dept 003.000	168,750.00	239,645.00	72,928.88	0.00	312,058.33	130.22
Dept 004.000						
Account Type: Revenue						
624.000 WWTP DEBT FEE	637,150.00	637,150.00	65,439.16	0.00	338,447.85	53.12
624.001 WWTP DEBT LATE PENALTY	15,000.00	15,000.00	1,514.56	0.00	8,956.03	59.71
664.003 INTEREST REVENUE SAD'S & OTHER	4,000.00	4,000.00	3,085.35	0.00	14,484.62	362.12
672.000 SPECIAL ASSESSMENTS REVENUE	60,736.00	60,736.00	34.68	0.00	60,222.97	99.16
Total Revenue:	716,886.00	716,886.00	70,073.75	0.00	422,111.47	58.88
Total Dept 004.000	716,886.00	716,886.00	70,073.75	0.00	422,111.47	58.88
Dept 005.000						
Account Type: Revenue						

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL BUDGET	AMENDED BUDGET	MONTH 02/28/19			
Fund 590 - SEWER FUND						
Revenues						
625.000 WATER CHARGE O&M	27,000.00	27,000.00	0.00	0.00	22,542.57	83.49
625.001 WATER CHARGE PENALTY (10%)	200.00	200.00	0.00	0.00	222.40	111.20
664.001 INTEREST REVENUE - O&M ACCOUNTS	0.00	0.00	0.00	0.00	(18.07)	100.00
Total Revenue:	27,200.00	27,200.00	0.00	0.00	22,746.90	83.63
Total Dept 005.000	27,200.00	27,200.00	0.00	0.00	22,746.90	83.63
TOTAL REVENUES	3,850,065.00	3,861,778.00	297,561.95	0.00	1,653,902.07	42.83
Expenditures						
Dept 001.000						
Account Type: Expenditure						
702.000 PER DIEM	1,560.00	1,560.00	65.00	0.00	585.00	37.50
705.000 FULL-TIME EMPLOYEE SALARIES	433,856.00	433,856.00	31,506.14	0.00	282,866.67	65.20
705.500 LEAVE TIME PAYOUT	1,062.00	1,062.00	0.00	0.00	0.00	0.00
706.000 PART-TIME EMPLOYEE SALARIES	5,632.00	12,532.00	1,177.75	0.00	8,721.00	69.59
709.000 OVERTIME	40,250.00	40,250.00	3,870.75	0.00	26,384.83	65.55
710.000 PAY IN LIEU OF MEDICAL INS	3,000.00	3,000.00	250.00	0.00	2,000.00	66.67
715.000 TOWNSHIP FICA	37,235.00	37,235.00	2,833.02	0.00	24,615.70	66.11
717.000 WORKERS' COMPENSATION	8,916.00	8,916.00	0.00	0.00	6,969.21	78.17
719.000 LONG/SHORT TERM DISABILITY	6,166.00	6,166.00	469.16	0.00	3,185.25	51.66
720.000 RETIREMENT	47,668.00	47,668.00	3,991.08	0.00	33,714.63	70.73
721.000 LIFE INSURANCE	535.00	535.00	105.32	0.00	498.43	93.16
722.000 HEALTH/DENTAL/VISION INSURANCE	85,493.00	85,493.00	7,937.31	0.00	71,441.58	83.56
725.000 LIABILITY/CASUALTY INSURANCE	32,000.00	32,000.00	0.00	0.00	10,956.57	34.24
726.000 SUPPLIES & SMALL EQUIPMENT	16,000.00	16,000.00	671.58	820.36	9,580.32	65.00
729.000 SOFTWARE MAINTENANCE	1,800.00	1,800.00	1,840.00	0.00	2,888.25	160.46
751.000 VEHICLE FUEL	9,000.00	9,000.00	435.48	0.00	4,473.00	49.70
758.000 UNIFORMS/ACCESSORIES	7,500.00	7,500.00	516.57	79.92	5,641.44	76.28
808.100 MISC MEDICAL EXPENSES	750.00	1,963.00	547.50	0.00	3,035.50	154.64
821.000 ENG/CONSULTANT/PROFESS FEES	1,000.00	1,000.00	0.00	0.00	0.00	0.00
826.000 LEGAL FEES	1,000.00	1,000.00	2,144.00	0.00	2,144.00	214.40
829.000 TREATMENT EXPENSE	70,000.00	70,000.00	0.00	0.00	37,306.86	53.30
850.000 PUMP & MAIN REPAIR/MAINTENANCE	60,000.00	60,000.00	2,021.51	3,327.50	20,667.24	39.99
850.100 GRINDER PUMP PARTS	250,000.00	250,000.00	19,629.00	21,003.00	201,832.40	89.13
850.200 GRINDER PUMP CORES	25,000.00	25,000.00	0.00	0.00	0.00	0.00
850.300 GRINDER PUMP REPLACEMENT	75,000.00	75,000.00	4,450.00	0.00	15,910.00	21.21
853.000 PHONE/COMM/INTERNET	12,000.00	12,000.00	397.23	3,216.00	8,553.83	98.08
864.000 WORKSHOPS/SEMINARS	1,500.00	1,500.00	0.00	0.00	0.00	0.00
900.000 LEGAL NOTICES/ADVERTISING	1,000.00	1,000.00	0.00	0.00	0.00	0.00
921.000 ELECTRIC	28,000.00	28,000.00	2,437.83	0.00	14,746.29	52.67
923.000 NATURAL GAS/HEAT	2,500.00	2,500.00	174.57	0.00	1,288.14	51.53
923.500 DIESEL FUEL	2,000.00	2,000.00	0.00	0.00	866.63	43.33
932.006 BLDG MAINT-ENT @ LRG (RENTAL HOME)	2,000.00	2,000.00	0.00	0.00	0.00	0.00
932.010 SEWER MAINTENANCE GARAGE	2,000.00	2,000.00	0.00	133.30	3,140.68	163.70
932.011 ENTERPRISE POLE BARN (ORIGINAL)	500.00	1,600.00	0.00	0.00	1,630.27	101.89
933.000 EQUIPMENT MAINT/REPAIR	3,000.00	3,000.00	3,882.72	352.60	5,367.02	190.65
939.000 VEHICLE MAINTENANCE	5,000.00	5,000.00	46.01	674.04	3,145.61	76.39
958.000 DUES/SUBSCRIP/RECERTIFICATION	1,500.00	1,500.00	0.00	0.00	1,799.78	119.99
962.000 SUNDRY	500.00	500.00	0.00	0.00	310.00	62.00
969.000 DEPRECIATION	1,000,000.00	1,000,000.00	0.00	0.00	0.00	0.00
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	0.00	0.00	0.00	2,925.00	9,036.02	100.00
981.500 RESERVE FOR VEHICLE PURCHASE	10,000.00	20,000.00	0.00	0.00	0.00	0.00
983.500 RESERVE FOR GRINDER PUMP PURCHASE	40,000.00	40,000.00	0.00	0.00	0.00	0.00

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 590 - SEWER FUND						
Expenditures						
997.000 TRANSFER OUT G/F ADMIN FEE	57,500.00	57,500.00	4,791.66	0.00	38,333.28	66.67
Total Expenditure:	2,389,423.00	2,398,636.00	96,191.19	32,531.72	863,635.43	37.36
Total Dept 001.000	2,389,423.00	2,398,636.00	96,191.19	32,531.72	863,635.43	37.36
Dept 002.000						
Account Type: Expenditure						
726.000 SUPPLIES & SMALL EQUIPMENT	10,000.00	10,000.00	436.45	2,658.32	10,304.20	129.63
728.000 CHEMICALS	15,000.00	15,000.00	0.00	0.00	18,528.65	123.52
735.000 ANNUAL GRNDWATER DISCHARGE FEE	5,000.00	5,000.00	0.00	0.00	4,911.12	98.22
813.000 TRASH DISPOSAL	1,000.00	1,000.00	82.15	0.00	642.81	64.28
821.000 ENG/CONSULTANT/PROFESS FEES	3,000.00	3,000.00	0.00	0.00	323.20	10.77
830.000 LAB ANALYSIS - WWTP	10,000.00	10,000.00	710.00	0.00	6,195.00	61.95
830.100 LAB ANALYSIS FEES - PORTAGE	10,000.00	10,000.00	610.00	0.00	7,088.00	70.88
831.000 SLUDGE REMOVAL EXPENSE WWTP	50,000.00	50,000.00	0.00	0.00	26,299.00	52.60
850.000 PUMP & MAIN REPAIR/MAINTENANCE	7,500.00	7,500.00	0.00	0.00	1,446.81	19.29
853.000 PHONE/COMM/INTERNET	200.00	200.00	0.00	0.00	99.09	49.55
864.000 WORKSHOPS/SEMINARS	1,500.00	1,500.00	0.00	0.00	240.00	16.00
921.000 ELECTRIC	70,000.00	70,000.00	4,427.02	0.00	34,364.79	49.09
923.000 NATURAL GAS/HEAT	15,000.00	15,000.00	4,094.01	0.00	7,467.42	49.78
932.007 BUILDING MAINTENANCE - WWTP	2,500.00	5,000.00	0.00	0.00	5,612.99	112.26
933.000 EQUIPMENT MAINT/REPAIR	3,000.00	3,000.00	0.00	0.00	3,706.35	123.55
958.000 DUES/SUBSCRIP/RECERTIFICATION	500.00	500.00	0.00	0.00	75.00	15.00
962.000 SUNDRY	250.00	250.00	0.00	0.00	432.00	172.80
980.000 CAPITAL EQUIPMENT/CAPITAL IMP	10,000.00	10,000.00	0.00	0.00	5,002.25	50.02
Total Expenditure:	214,450.00	216,950.00	10,359.63	2,658.32	132,738.68	62.41
Total Dept 002.000	214,450.00	216,950.00	10,359.63	2,658.32	132,738.68	62.41
Dept 003.000						
Account Type: Expenditure						
821.000 ENG/CONSULTANT/PROFESS FEES	0.00	0.00	0.00	200.00	200.00	100.00
962.000 SUNDRY	0.00	0.00	180.00	0.00	1,230.00	100.00
997.000 TRANSFER OUT G/F ADMIN FEE	57,500.00	57,500.00	4,791.66	0.00	38,333.28	66.67
Total Expenditure:	57,500.00	57,500.00	4,971.66	200.00	39,763.28	69.50
Total Dept 003.000	57,500.00	57,500.00	4,971.66	200.00	39,763.28	69.50
Dept 004.000						
Account Type: Expenditure						
991.000 DEBT SERVICE - PRINCIPAL	935,944.00	935,944.00	236,719.00	0.00	296,719.00	31.70
995.000 INTEREST EXPENSE	221,137.00	221,137.00	51,513.18	0.00	165,848.33	75.00
996.000 AGENT FEES	2,250.00	2,250.00	0.00	0.00	0.00	0.00
Total Expenditure:	1,159,331.00	1,159,331.00	288,232.18	0.00	462,567.33	39.90
Total Dept 004.000	1,159,331.00	1,159,331.00	288,232.18	0.00	462,567.33	39.90
Dept 005.000						
Account Type: Expenditure						
828.000 WATER PURCHASE CITY OF BRIGHTON	26,000.00	23,000.00	0.00	0.00	20,390.40	78.42

REVENUE AND EXPENDITURE REPORT FOR HAMBURG TWP  
 PERIOD ENDING 02/28/2019  
 % Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	ACTIVITY FOR MONTH 02/28/19	ENCUMBERED YEAR-TO-DATE	YTD BALANCE 02/28/2019	% BDGT USED
Fund 590 - SEWER FUND						
Expenditures						
Total Expenditure:	26,000.00	26,000.00	0.00	0.00	20,390.40	78.42
Total Dept 005.000	<u>26,000.00</u>	<u>26,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,390.40</u>	<u>78.42</u>
TOTAL EXPENDITURES	<u>3,846,704.00</u>	<u>3,858,417.00</u>	<u>399,754.66</u>	<u>35,390.04</u>	<u>1,519,095.12</u>	<u>40.29</u>
Fund 590 - SEWER FUND:						
TOTAL REVENUES	3,850,065.00	3,861,778.00	297,561.95	0.00	1,653,902.07	42.83
TOTAL EXPENDITURES	<u>3,846,704.00</u>	<u>3,858,417.00</u>	<u>399,754.66</u>	<u>35,390.04</u>	<u>1,519,095.12</u>	<u>40.29</u>
NET OF REVENUES & EXPENDITURES	3,361.00	3,361.00	(102,192.71)	(35,390.04)	134,806.95	2,957.96

## REVENUE AND EXPENDITURE REPORT FOR HAMBURG TWP

PERIOD ENDING 02/28/2019

% Fiscal Year Completed: 66.58

ACCOUNT DESCRIPTION	2018-19	2018-19	ACTIVITY FOR	ENCUMBERED	YTD BALANCE	% BDGT
	ORIGINAL	AMENDED BUDGET	MONTH			
	BUDGET		02/28/19	YEAR-TO-DATE	02/28/2019	USED
Fund 591 - WATER DEBT SERVICE FUND						
Revenues						
Dept 000.000						
Account Type: Revenue						
664.000 INTEREST REVENUE	0.00	0.00	572.17	0.00	3,557.17	100.00
672.000 SPECIAL ASSESSMENTS REVENUE	97,647.00	97,647.00	0.00	0.00	97,121.93	99.46
698.101 TRANSFER IN GENERAL CAPITAL	127,775.00	127,775.00	10,647.92	0.00	85,183.36	66.67
Total Revenue:	225,422.00	225,422.00	11,220.09	0.00	185,862.46	82.45
Total Dept 000.000	225,422.00	225,422.00	11,220.09	0.00	185,862.46	82.45
TOTAL REVENUES	225,422.00	225,422.00	11,220.09	0.00	185,862.46	82.45
Expenditures						
Dept 000.000						
Account Type: Expenditure						
991.000 DEBT SERVICE - PRINCIPAL	160,000.00	160,000.00	75,000.00	0.00	160,000.00	100.00
995.000 INTEREST EXPENSE	88,825.00	88,825.00	44,375.00	0.00	90,025.00	101.35
996.000 AGENT FEES	950.00	950.00	0.00	0.00	200.00	21.05
Total Expenditure:	249,775.00	249,775.00	119,375.00	0.00	250,225.00	100.18
Total Dept 000.000	249,775.00	249,775.00	119,375.00	0.00	250,225.00	100.18
TOTAL EXPENDITURES	249,775.00	249,775.00	119,375.00	0.00	250,225.00	100.18
Fund 591 - WATER DEBT SERVICE FUND:						
TOTAL REVENUES	225,422.00	225,422.00	11,220.09	0.00	185,862.46	82.45
TOTAL EXPENDITURES	249,775.00	249,775.00	119,375.00	0.00	250,225.00	100.18
NET OF REVENUES & EXPENDITURES	(24,353.00)	(24,353.00)	(108,154.91)	0.00	(64,362.54)	264.29
TOTAL REVENUES - ALL FUNDS	14,024,705.00	14,118,118.00	573,459.80	(2,391.16)	11,000,247.32	77.90
TOTAL EXPENDITURES - ALL FUNDS	14,285,968.00	14,379,381.00	1,119,946.60	258,125.84	7,390,074.35	53.19
NET OF REVENUES & EXPENDITURES	(261,263.00)	(261,263.00)	(546,486.80)	(260,517.00)	3,610,172.97	1,282.10

03/14/2019

CASH SUMMARY BY ACCOUNT FOR HAMBURG TWP  
 FROM 02/01/2019 TO 02/28/2019  
 FUND: ALL FUNDS  
 CASH ACCOUNTS

Fund Account	Description	Beginning Balance 02/01/2019	Total Debits
Fund 101 General Fund			
002.000	CASH/SAVINGS	3,971,429.16	292,779.09
002.179	TPA HEALTH CARE REIMB	8,506.77	16,974.30
003.001	ZONING REVIEW ESCROW	58,283.72	29,557.64
004.000	PETTY CASH	200.00	0.00
004.100	SENIOR CENTER PETTY CASH	300.00	0.00
007.000	CHANGE ACCOUNT	250.00	0.00
008.003	HAYCRK/CHAMBERSRDCONSTESCROW	39,617.07	0.00
008.004	HAYCRK/CHAMBERSRDENGESCROW	26,582.53	0.00
	General Fund	4,105,169.25	339,311.03
Fund 204 Road Fund			
002.000	CASH/SAVINGS	745,932.64	96,609.29
Fund 206 Fire Fund			
002.000	CASH/SAVINGS	2,046,126.75	174,040.04
004.000	PETTY CASH	300.00	0.00
	Fire Fund	2,046,426.75	174,040.04
Fund 207 Police Fund			
002.000	CASH/SAVINGS	1,050,882.95	342,003.78
004.000	PETTY CASH	200.00	0.00
	Police Fund	1,051,082.95	342,003.78
Fund 208 SENIORS, PARKS, LL TRAIL			
002.000	CASH/SAVINGS	683,254.04	49,414.80

Fund 211 Act 302 Training Fund

002.000	CASH/SAVINGS	2,904.92	3.25
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Fund 243 BROWNFIELD REDEVELOPMENT AUTHORITY FUND

002.000	CASH/SAVINGS	212.62	0.26
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Fund 245 Public/Capital Improvements

002.000	CASH/SAVINGS	11,301.74	13.88
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Fund 265 Drug Enforcement Fund

002.000	CASH/SAVINGS	2,361.38	0.00
002.003	FEDERAL FORFEITURE FUNDS	7,797.36	0.00
002.005	STATE FORFEITURE FUNDS	142.23	0.00
	Drug Enforcement Fund	<u>10,300.97</u>	<u>0.00</u>

Fund 302 Twp FIRE STN Cap Imp Debt Ser

002.000	CASH/SAVINGS	47.80	0.00
003.000	CASH	112,337.86	138.05
	Twp FIRE STN Cap Imp Debt Ser	<u>112,385.66</u>	<u>138.05</u>

Fund 366 Tamarack Lake Sewer SAD

002.000	CASH/SAVINGS	0.00	0.00
003.466	RESTRICTED SAFETY NET/DEBT	0.00	0.00
	Tamarack Lake Sewer SAD	<u>0.00</u>	<u>0.00</u>

Fund 373 Huron Highlands Rd IMP DebtSer

002.000	CASH/SAVINGS	0.00	0.00
003.000	CASH	0.00	0.00
	Huron Highlands Rd IMP DebtSer	<u>0.00</u>	<u>0.00</u>

Fund 375 Mumford Dredging Debt Retiremt

002.000	CASH/SAVINGS	(246.00)	0.00
003.908	2004 BOND DEBT	8,840.23	10.56
	Mumford Dredging Debt Retiremt	8,594.23	10.56

Fund 376 Buhl Rd Improve. Debt Retiremt

002.000	CASH/SAVINGS	12,103.58	64.58
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Fund 466 TAMARACK ROAD IMP SAD

002.000	CASH/SAVINGS	(3.00)	0.00
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Fund 472 PETTYS ROAD REHAB DISTRICT

002.000	CASH/SAVINGS	54.51	0.00
---------	--------------	-------	------

Fund 479 Rustic/Lake Pointe Road SAD

002.000	CASH/SAVINGS	3,218.81	690.57
---------	--------------	----------	--------

Fund 480 Scott Drive ROAD SAD

002.000	CASH/SAVINGS	1,743.92	1.84
---------	--------------	----------	------

Fund 482 Crystal Drive/Beach Rd Maint

002.000	CASH/SAVINGS	4,366.72	306.68
---------	--------------	----------	--------

Fund 483 Norene Ct/Peary Dr SAD - Rd Mn



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## **TAB 2**

### **CASH FLOW ANALYSIS/DEBT PAYMENT SCHEDULES**

The cash flow analysis is included in tab 2. The cash flow analysis has actual cash flows for February 2018.

The funds included in the pooled cash flow are general, fire, police, parks, public capital improvements and sewer operations and maintenance, WWTP debt accounts, cemetery, sewer equipment reserve, road maintenance SADs, performance bonds, SAD debt and escrows.

Tab 2 also includes a debt payment schedules for fiscal year 2018-19.

The cash flow analysis and the debt payment schedules assist the Treasurer's staff in determining maturity dates on future investments by determining cash needs for each month.

HAMBURG TOWNSHIP

Name:  
 POOLED CASH

Total Time Period:  
 FY 18/19

CASH INFLOWS	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total for All Periods
PROPERTY TAXES						\$2,960,240	\$925,975	\$696,597	\$4,736		\$304,659		\$4,892,207
STATE REVENUE SHARING		0		335,211		0	334,113	0		285,613		275,000	\$1,229,937
CABLE FRANCHISE FEES		83,194			83,704			\$84,186			87,585	0	\$338,668
PROPERTY TAX ADMIN FEES	12,275	42,845	41,540	214		325,835	31,038	21,706					\$475,452
OTHER CASH RECEIPTS	22,000	81,280	45,234	315,000	100,000	48,604	79,679	110,105	61,142	250,692	60,016	81,001	\$1,254,753
UTILITY BILL RECEIPTS	0	180,269	8,985	201,618	\$124,143	311,962	281,064	186,824	16,208	311,532	190,623	11,221	\$1,698,450
NEW SEWER HOOKUPS	47,090	33,900	75,029	28,565	32,325	35,000	15,476	69,153	29,700	10,068	86,900	55,000	\$518,206
MMRMA LIAB INS EXCESS DIST (ONE TIME PER YEAR)													\$0
													\$0
		0	0	92,636									\$92,636
													\$0
FROM FORFEITURE - BUDGETED													\$0
SAD PAYOFFS	5,472	5,614	0	5,444		0	0	2,988			11,739		\$31,256
ANNUAL SAD ON TAX BILLS						601,000	0	129,378					\$730,378
<b>Total Cash Inflows</b>	<b>\$86,837</b>	<b>\$427,102</b>	<b>\$170,787</b>	<b>\$978,688</b>	<b>\$340,172</b>	<b>\$4,282,642</b>	<b>\$1,667,345</b>	<b>\$1,300,938</b>	<b>\$111,785</b>	<b>\$731,905</b>	<b>\$741,522</b>	<b>\$422,222</b>	<b>\$11,261,944</b>

CASH OUTFLOWS	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	Total for All Periods
MONTHLY PAYROLL	\$393,187	\$381,577	\$349,250	\$362,967	\$572,038	\$350,307	\$374,619	\$347,824	\$372,133	\$352,205	\$443,970	\$361,183	\$4,661,258
					0								\$0
													\$0
BENEFITS	86,917	201,724	70,767	80,775	90,434	88,420	125,699	90,074	91,749	107,247	213,695	150,000	\$1,397,502
AUDIT				0	7,900								\$7,900
LIABILITY/CASUALTY INSURANCE			0	269,061		121,451							\$390,513
UTILITIES	3,865	16,235	14,078	24,328	17,678	17,025	20,970	29,580	29,961	21,242	13,158	30,965	\$239,083
DUST CONTROL	6,862	6,091	6,295	0	0	2,365	0	0	1,835		1,385	7,108	\$31,941
TREATMENT/SLUDGE HAUL EXP	0	0		26,299		0		0					\$26,299
OTHER EXPENDITURES	132,777	7,500	175,541	85,558	95,022	110,024	79,608	347,824	45,693	137,073		126,148	\$1,342,770
FUEL	658	8,038	7,311	7,005	2,853	8,955	11,301	2,234	5,891	6,545	6,976	8,628	\$76,393
VEHICLE PURCHASE		0	0	0	0	0	0	0					\$0
GRINDER PARTS/PUMP MAINT	17,028	67,420	16,287	47,500	31,527	30,713	27,901	26,101	42,797	42,120	23,845	34,809	\$408,048
CAPITAL EQUIPMENT	11,456	12,082	4,547	3,587	51,930	7,791	54,861	1,325	32,597	12,298	374	12,044	\$204,889
MAUSOLEUM DEBT						0							\$0
1997 TAMARACK SEWER DEBT			0	0									\$0
2010 STRAWBERRY/DOWNING DEBT			8,830						27,747				\$36,577
1998 CONTRACT SEWER SAD DEBT			500						21,250				\$21,750
2011 SAD REFUNDING DEBT			18,700						258,525				\$277,225
2012 WATER WELL REFUNDING DEBT			106,650						22,400				\$129,050
2012 SAD (2004) REFUNDING DEBT			17,775						258,525				\$276,300
2008 WATER SAD DEBT			25,500						101,250				\$126,750
HURON RIVER HIGHLANDS SAD DEBT													\$0
2007 SEWER PLANT DEBT						45,783						305,987	\$351,770
WWTP IMP EXP/DEBT			128,552						28,750				\$157,302
ORE LAKE DEBT			70,803						10,053				\$80,856
<b>Total Cash Outflows</b>	<b>\$652,750</b>	<b>\$700,666</b>	<b>\$1,021,386</b>	<b>\$907,080</b>	<b>\$869,381</b>	<b>\$782,834</b>	<b>\$694,959</b>	<b>\$844,961</b>	<b>\$1,351,156</b>	<b>\$678,730</b>	<b>\$703,402</b>	<b>\$1,056,596</b>	<b>\$10,263,899</b>

SUMMARY	Individual Time Periods												Total for All Periods
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	
<b>Net Cash Flow</b>	<b>(\$565,913)</b>	<b>(\$273,563)</b>	<b>(\$850,599)</b>	<b>\$71,608</b>	<b>(\$529,209)</b>	<b>\$3,499,807</b>	<b>\$972,386</b>	<b>\$455,977</b>	<b>(\$1,239,370)</b>	<b>\$53,175</b>	<b>\$38,120</b>	<b>(\$634,373)</b>	<b>\$998,045</b>
Beginning cash balance	\$12,671,078	12,105,165	11,831,601	10,981,003	11,052,611	10,523,401	14,023,209	14,995,595	15,451,572	14,212,202	14,265,376	14,303,496	\$12,671,078
<b>Cumulative Net Cash Flow</b>	<b>\$12,105,165</b>	<b>\$11,831,601</b>	<b>\$10,981,003</b>	<b>\$11,052,611</b>	<b>\$10,523,401</b>	<b>\$14,023,209</b>	<b>\$14,995,595</b>	<b>\$15,451,572</b>	<b>\$14,212,202</b>	<b>\$14,265,376</b>	<b>\$14,303,496</b>	<b>\$13,669,123</b>	<b>\$13,669,123</b>
	12,105,164.72	11,831,601.00	10,981,003.00	11,052,611.00	10,523,401.00	14,023,209.00	14,995,595.00	15,451,571.85	13,474,119.06	13,527,293.68	13,565,413.40	12,671,077.84	998,044.71
	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	738,082.50	738,082.50	738,082.50		

POOLED CASH:  
 GENERAL(101), FIRE(206), POLICE(207), REC(208), ACT 302(211), PUBLIC CAP IMP(245), SEWER O&M, ROAD MAINT SAD, CEMETERY, EQUIPMENT RESERVE, ESCROW,  
 DEBT ACCOUNTS

HAMBURG TOWNSHIP							
DEBT PAYMENT SCHEDULE							
FY 18/19							
					ANTICIPATED		
DEBT		INTEREST	PRIN & INTEREST	ADMIN FEE	TRANSFER/ INVESTMENT	AMOUNT	PRINCIPAL
ISSUE		DUE DATE	DUE DATE	DUE DATE	LIQUIDATION DATE	DUE	OUTSTANDING FY 2018-19
SAD Bond Sale \$2,722,233	11 SAD	10/1/2018			9/7/2018	14,400	935,000
	11 SAD		4/1/2019		3/15/2019	249,400	
	11 SAD			4/1/2019	3/15/2019	750	
\$2,595,000 Bond Sale	12 REFUNDING (04 SAD)	10/1/2018			9/7/2018	15,375	1,105,000
	12 REFUNDING (04 SAD)		4/1/2019		3/15/2019	255,375	
	12 REFUNDING (04 SAD)			4/1/2019	3/15/2019	750	
\$1,1730,000 Bond Sale	12 REFUNDING (2002 WATER)			4/1/2019	3/15/2019	750	1,370,000
	12 REFUNDING (2002 WATER)	4/1/2019			3/15/2019	19,175	
	12 REFUNDING (2002 WATER)		10/1/2018		9/7/2018	106,650	
\$1,455,000 Bond Sale	2008 WATER SYS PROJ	10/1/2018			9/7/2018	24,000	975,000
	2008 WATER SYS PROJ			4/1/2019	3/15/2019	750	
	2008 WATER SYS PROJ		4/1/2019		3/15/2019	99,000	
5308-01 Project MFA	2009 ORE LAKE SRF	4/1/2019			3/15/2019	9,303	669,202
	2009 ORE LAKE SRF		10/1/2018		9/7/2018	70,053	
\$445,000 SAD Bond Sale	2010 IND/DOWNING	10/1/2018			9/7/2018	7,113	270,000
	2010 IND/DOWNING	4/1/2019			3/15/2019	32,113	
5301-01 Project MFA	2010 WWTP IMP		10/1/2018		9/7/2018	178,750	2,300,000
	2010 WWTP IMP	4/1/2019			3/15/2019	26,875	
	MAUSOLEUM		12/19/2018		11/19/2018	21,906	78,376
\$4,590,000 Bond Sale	2007 WWTP REFUNDING	1/1/2019			12/21/2019	40,721	2,470,000
	2007 WWTP REFUNDING			5/1/2019	4/20/2019	750	
	2007 WWTP REFUNDING		7/1/2019		6/21/2019	295,783	
						1,469,740	10,172,578



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## **TAB 3**

### **PROPERTY TAXES:**

#### **Fiscal Year 2018/19:**

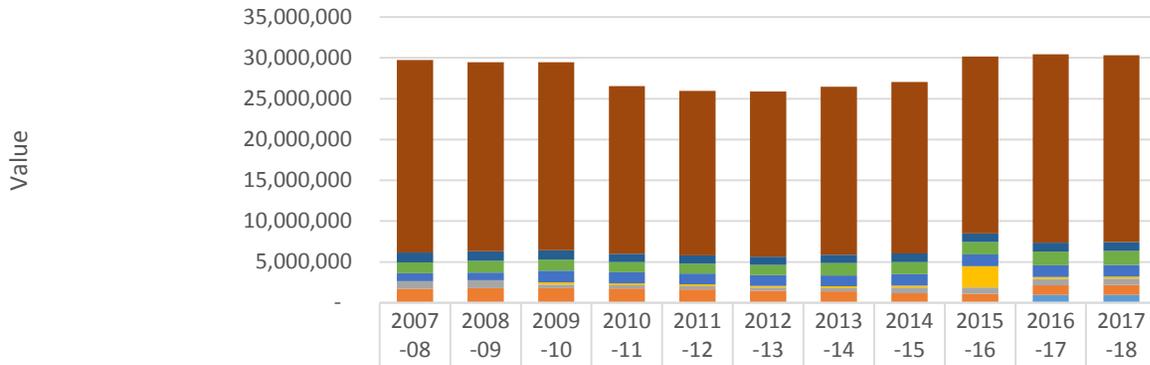
The 2018/19 tax collection cycle began July 1, 2018 and ended February 28, 2019. All unpaid tax bills were turned over delinquent on March 1, 2019 to the Livingston County Treasurer for further collection efforts, at which point Hamburg Township was no longer able to collect payments on tax bills for 2018/19. Any unpaid tax bills must be paid directly to the Livingston County Treasurer.

The first section of Tab 3 contains a 10-year comparison table of the following information: 1) taxable values for all properties in Hamburg Township; 2) taxes billed on all properties; and, 3) the percentage of delinquent tax bills sent to Livingston County.

Section 2 of Tab 3 is a chart of the past 10 years of taxes billed per taxing entity. This chart includes all township millages, a total for township special assessments, and a total for non-township entities which are school and county millages.

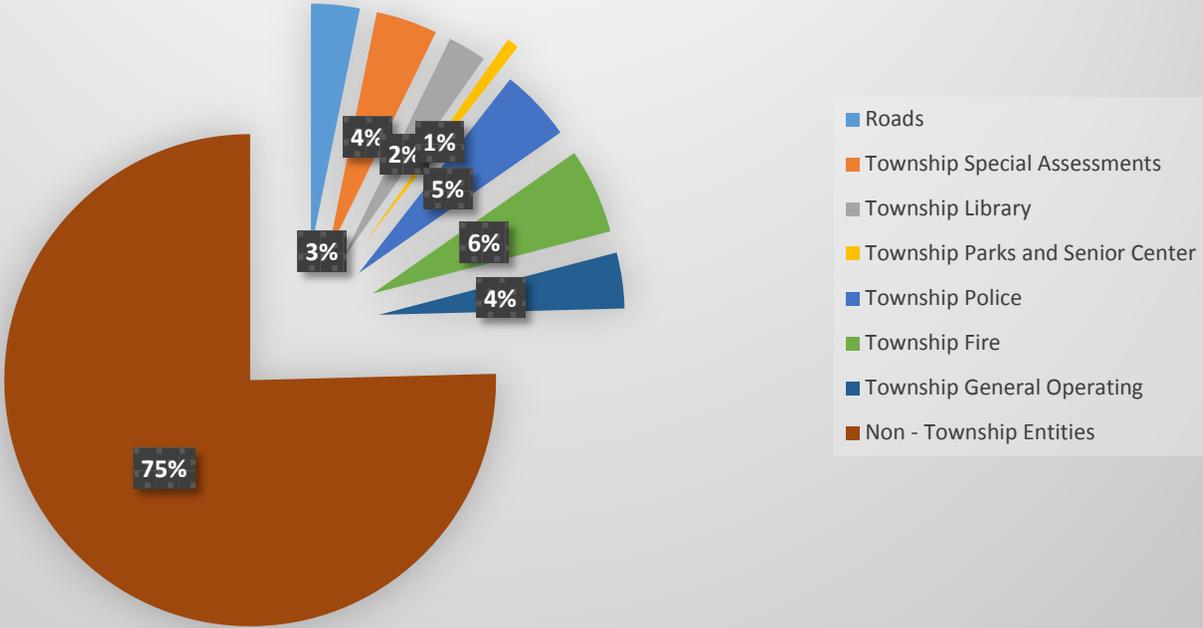
Section 3 of Tab 3 is a table that shows the millage rates for each taxing entity for which the township collects taxes. These entities are Hamburg Township, Hamburg Township Library, Livingston County, Pinckney, Brighton, and Dexter Schools, Livingston and Washtenaw County Intermediate School Districts, and Dexter Library.

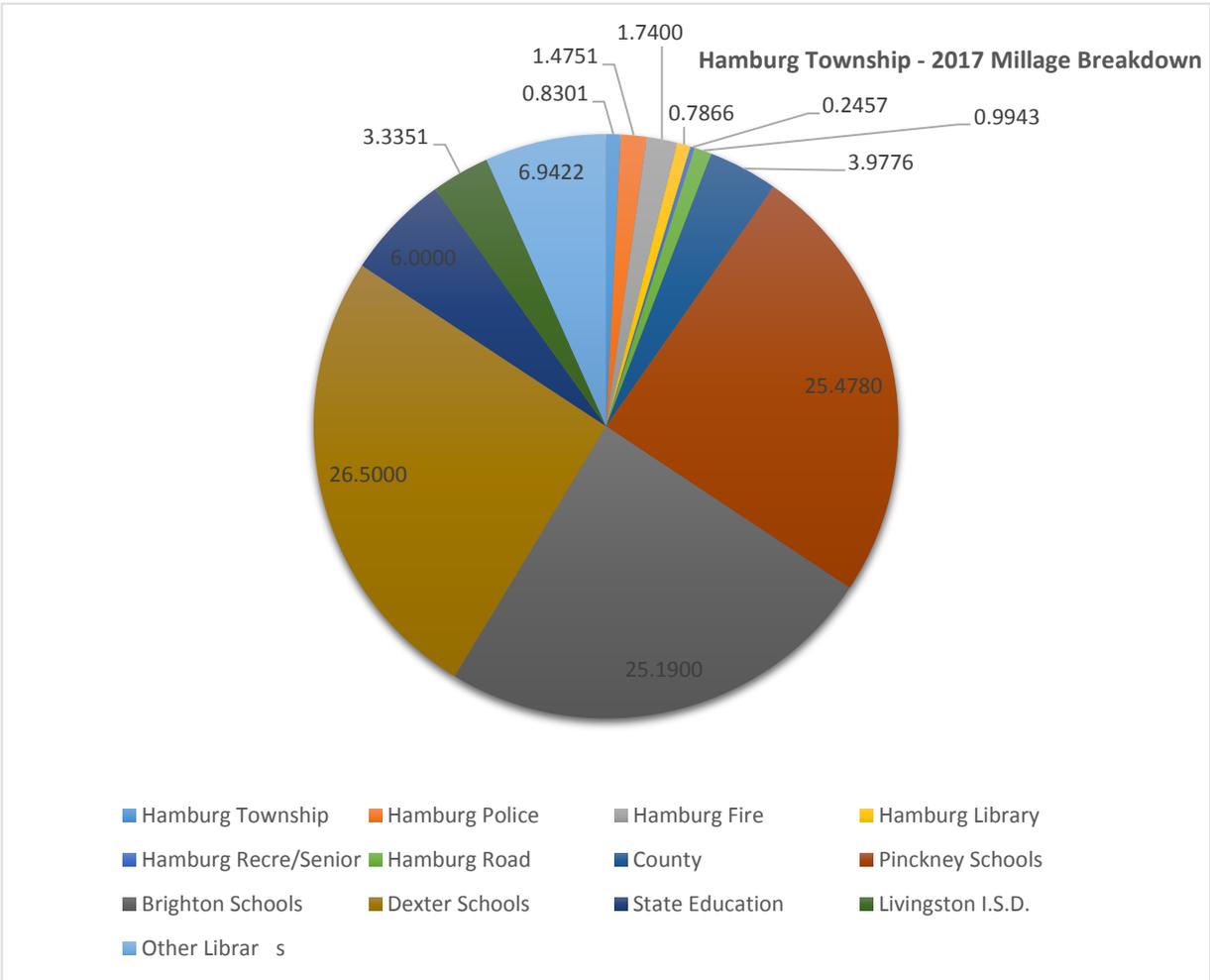
## HAMBURG TOWNSHIP PROPERTY TAX ROLL FOR THE PAST 10 YEARS



	2007 -08	2008 -09	2009 -10	2010 -11	2011 -12	2012 -13	2013 -14	2014 -15	2015 -16	2016 -17	2017 -18
■ Non - Township Entities	23,575	23,122	23,034	20,546	20,156	20,237	20,576	21,033	21,646	23,072	22,876
■ Township General Operating	1,175,	1,166,	1,129,	1,021,	1,003,	1,001,	1,019,	1,044,	1,072,	1,099,	1,110,
■ Township Fire	1,336,	1,444,	1,350,	1,252,	1,231,	1,229,	1,517,	1,482,	1,516,	1,693,	1,701,
■ Township Police	965,28	958,41	1,453,	1,347,	1,325,	1,323,	1,346,	1,381,	1,419,	1,435,	1,442,
■ Township Parks and Senior Center	-	-	248,07	224,18	220,34	220,00	224,35	230,15	2,636,	239,11	239,94
■ Township Library	938,08	970,01	428,38	397,30	390,71	390,14	396,50	736,60	756,87	765,42	768,96
■ Township Special Assessments	1,726,	1,785,	1,807,	1,767,	1,647,	1,473,	1,400,	1,155,	1,101,	1,181,	1,226,
■ Roads	-	-	-	-	-	-	-	-	-	969,59	969,07

# 2017-18 TAX ROLL DISTRIBUTION







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## **TAB 4**

### **MONTHLY BANK AND INVESTMENT REPORT:**

Fiscal Year 2018/19:

The information in this tab includes:

- 1) Name of financial institution in which Hamburg Township has money deposited/invested
- 2) Type of account
- 3) Amount in account
- 4) Interest rate
- 5) Maturity rate of investment, if applicable.

The Township has one main checking account at Chase Bank which is called the “pooled account”. The majority of daily cash receipts are deposited into this account. The township maintains a balance in this account to cover daily cash needs and to offset monthly banking fees.

The Township invests cash not needed for immediate purchases into various investments such as certificates of deposit. The maturity dates on CDs are “laddered” so that one or more matures in order to meet projected cash flow needs. The laddering strategy ensures that funds are invested for optimal earnings while keeping funds available for day-to-day expenses and for debt service payments.

Property tax collection season is from July 1 through February 28 of the following year. The Township is the collection point for township, school and county millages. During tax collection season, much of the cash in the pooled account is waiting for distribution to taxing entities outside of the township.

Other cash balances in the pooled account and in investments are restricted for future debt service payments for bonds used to finance special assessment districts.

**Monthly Report**

**2/28/2019**

BANK	TOTAL BAL	BALANCE VERIFICATION DATE
CHASE BANK	\$9,189,932.14	2/28/2019
CHEMICAL BANK	\$258,322.14	2/28/2019
COMERICA BANK	\$621,602.94	2/28/2019
MICHIGAN CLASS	\$ 5,298,221.75	2/28/2019
SUNTRUST BANK	\$742,000.00	2/28/2019
FLAGSTAR	\$1,265,602.97	2/28/2019
LEVEL ONE BANK	\$51,706.68	2/28/2019
CIBC BANK	\$515,666.33	2/28/2019
OLD NATIONAL	\$84.00	2/28/2019
INDEPENDENT BANK	\$255,570.88	2/28/2019
TCF BANK	\$250,000.00	2/28/2019
STATE BANK	\$2,505,454.47	2/28/2019
Total	\$20,954,164.30	

**Chase Bank**

**2/28/2019**

ACCOUNT NAME	CURRENT BAL
POOLED	\$ 9,169,213.56
HEALTH REIMBURSEMENT	\$ 10,417.61
FEDERAL DRUG	\$ 10,300.97
DISBURSEMENT	\$ -
PAYROLL	\$ -
	\$ 9,189,932.14

**Chemical Bank**

**2/28/2019**

ACCOUNT NAME	INV TYPE	INV/RENEW	MATURITY	INT RATE	PRIOR BAL	INT EARNED	CURRENT BAL
POOLED	CD	1/24/2019	1/24/2020	2.30%	\$258,322.14		\$258,322.14
					\$ 258,322.14		\$ 258,322.14

**Comerica Bank****2/28/2019**

ACCOUNT NAME	INV TYPE	INV/RENEW	MATURITY	INT RATE	PRIOR BAL	INT EARNED	CURRENT BAL
POOLED - COMERICA	CD	8/30/2017	3/1/2019	1.50%	\$ 125,000.00		\$ 125,000.00
WELLS FARGO BANK	CD	3/29/2017	3/6/2019	1.60%	\$ 250,000.00		\$ 250,000.00
BANCO SANTANDER	CD	2/20/2019	9/30/2019	2.42%			\$ 246,274.17
POOLED - MONEY MARKET	INT				\$ 340.19	328.77	\$ 328.77
TCF BANK	CD	2/7/2018	2/7/2019	1.75%	\$ 125,000.00	2856.66	
					\$ 500,340.19	3185.43	\$ 621,602.94

**Michigan Class****2/28/2019**

ACCOUNT NAME	INV TYPE	INV/RENEW	MATURITY	INT RATE	CURRENT BAL	INT EARNED	NOTES
POOLED	CASH	MONEY MKT		2.57%	\$ 5,298,221.75	9752.28	
<b>BANK TOTAL</b>							

**SunTrust Bank****2/28/2019**

ACCOUNT NAME	INV TYPE	INV/RENEW	MATURITY	INT RATE	PRIOR BAL	INT EARNED	CURRENT BAL
POOLED	MORGAN STANLEY	2/1/2018	2/1/2019	1.75%	\$ 245,000.00	\$ 4,287.50	
POOLED	GOLDMAN SACH	2/28/2018	2/28/2020	2.30%	\$ 247,000.00		\$ 247,000.00
POOLED	MORGAN STANLEY	2/7/2019	8/7/2020	2.55%			\$ 245,000.00
POOLED	JP MORGAN CHASE CD	5/17/2017	2/17/2019	1.50%	\$ 250,000.00		\$ 250,000.00
					\$ 742,000.00	\$ 4,287.50	\$ 742,000.00

not affect the montly current balance, funds hit the pooled account

**Flagstar CDARS CD's****2/28/2019**

ACCOUNT NAME	INV NAME	INV/RENEW	MATURITY	INT RATE	CURRENT BAL	INT EARNED
1998 SEWER SAD	THE PARK NATIONAL BANK	12/6/2018	3/7/2019	0.45%	\$57,224.89	
2004 SAD CONSTRUCTION	BANKI OF AMERICA	1/10/2019	2/7/2019	0.70%	\$0.00	
2004 SAD CONSTRUCTION	BB&T	1/10/2019	2/7/2019	0.70%	\$0.00	\$78.16
2004 SAD CONSTRUCTION	BANK OF AMERICA	11/8/2018	2/7/2019	0.90%	\$0.00	\$138.34
2004 SAD CONSTRUCTION	TRI-STATE BANK	7/26/2018	1/24/2019	1.87%	\$0.00	
2004 SAD CONSTRUCTION	BANK OF AMERICA	11/8/2018	2/7/2019	0.90%	\$0.00	\$96.60



POOLED	CHECKING				\$84.00		\$84.00
					<b>\$84.00</b>	\$0.00	<b>\$84.00</b>

**The Independent Bank**

**2/28/2019**

ACCOUNT NAME	INV TYPE	INV/RENEW	MATURITY	INT RATE	PRIOR BAL	INT EARNED	CURRENT BAL
HAMBURG TOWNSHIP	CDAR	1/17/2019	1/16/2020	2.40%	\$255,570.88		\$255,570.88
					<b>\$255,570.88</b>		<b>\$255,570.88</b>

**The State Bank**

**2/28/2019**

ACCOUNT NAME	INV TYPE	INV/RENEW	MATURITY	INT RATE	PRIOR BAL	INT EARNED	CURRENT BAL
POOLED	CD	10/23/2018	4/22/2019	2.55%	\$ 250,000.00		\$250,000.00
POOLED	CD	11/16/2018	3/18/2019	2.45%	\$ 250,000.00		\$250,000.00
MONEY MARKET	MONEY MARKET	1/14/2019		2.12%	\$ 2,002,090.96	\$ 3,363.51	\$2,005,454.47
<b>BANK TOTAL</b>					\$ 2,502,090.96	\$ 3,363.51	<b>\$2,505,454.47</b>

**TCF Bank**

**2/28/2019**

ACCOUNT NAME	INV TYPE	INV/RENEW	MATURITY	INT RATE	PRIOR BAL	INT EARNED	CURRENT BAL
POOLED	CD	10/30/2018	4/29/2019	2.70%	\$ 250,000.00		\$250,000.00
POOLED	CD	12/18/2018	3/18/2019	2.70%	\$ 250,000.00		\$250,000.00
<b>BANK TOTAL</b>					\$ 250,000.00		<b>\$500,000.00</b>

**Hamburg Township**  
**Approved Financial Institutions**  
**Revised 3/29/201;**

**Ann Arbor State Bank**  
125 W. William St.  
Ann Arbor, MI 48104

**Brighton Commerce Bank**  
8700 No. Second Street  
Brighton, MI 48116

**Chemical Financial Corp**  
(Chemical Bank)  
5420 Gratiot Rd.  
Saginaw, MI 48638

**Comerica Bank**  
Municipalities Group  
PO Box 75000  
Detroit, MI 48226

**Fifth Third Bank**  
Public Funds Banking  
1000 Town Center, Suite 1400  
Southfield, MI 48075

**First National Bank**  
101 East Grand River  
Howell, MI 48843

**Flagstar Bank**  
Public Funds Group  
5151 Corporate Drive  
Troy, MI 48098

**Huntington Bank**  
Merged with First Merit Bank  
801 W. Big Beaver Rd.  
Troy, MI 48084

**JP Morgan Chase**  
Municipal Banking Group  
620 S. Capitol Ave  
Lansing, MI 48933

**Level One**  
32991 Hamilton Ct  
Farmington Hills, MI 48334

**Michigan Class**  
3135 S. State Street, Suite 108  
Ann Arbor, MI 48108

**Old National Bank**  
205 W. Grand River Ave  
Suite 102  
Brighton, MI 48116

**TCF Bank**  
330 S. Main St.  
Ann Arbor, MI 48104

**The State Bank**  
175 N Leroy St.  
P.O. Box 725  
Fenton, MI 48430-0725

**PNC**  
5290 W. Pierson Rd  
Flushing, MI 48433

**The Private Bank**  
38505 Woodward Ave  
Bloomfield Hills, MI 48304

**Independent Bank**  
201 W. Big Beaver Rd.  
Suite 125  
Troy, MI 48084



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## **TAB 5**

### **FIVE-YEAR FORECAST**

Tab 5 is the five-year forecast for the Township, which was updated in June 2018. Also, included is the capital reserve schedule.

	<b>HAMBURG TOWNSHIP</b>							
	<b>GENERAL FUND FINANCIAL PROJECTION</b>							
	<b>Fiscal Year 2018-19</b>							
	<b>Current</b>	<b>Projections</b>						
	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
PROPERTY TAXES - TAXABLE VALUE (AND ADMIN FEE)	\$ 997,810,022	\$ 1,034,513,499	1.0%	1.0%	2.0%	2.0%	2.0%	2.0%
STATE SHARED REVENUE	\$ 1,650,000	\$ 1,808,080	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
OTHER REVENUES	\$ 299,043	\$ 116,700	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
SALARY INCREASES	\$ 1,366,003	\$ 1,406,983	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
HEALTH INSURANCE	\$ 254,260	\$ 266,973	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
OTHER OPERATING COSTS	\$ 303,332	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
BUILDING/MAUSOLEUM DEBT	\$ 21,905	\$ 21,906	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000
2002 WATER WELL DEBT/Transfer to	\$ 507,718	\$ 507,718	\$ 507,718	\$ 507,718	\$ 507,718	\$ 507,718	\$ 507,718	\$ 507,718
TRANSFER TO POLICE OPERATING	\$ 911,054	\$ 1,223,696	\$1,289,254	\$ 1,357,167	\$1,411,922	\$ 1,468,734	\$1,527,682	\$ 1,588,847
TRANSFER TO FIRE OPERATING	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRANSFER TO REC OPERATING	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000

HAMBURG TOWNSHIP													
GENERAL FUND FINANCIAL PROJECTION													
	ACTUAL	ACTUAL	Actual	PROJECTED	PROPOSED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	
	FY	FY	FY	YEAR - END	BUDGET	FY	FY	FY	FY	FY	FY	FY	
	2014/15	2015/16	2016/17	FY 2017/18	FY 2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	ASSUMPTIONS	
<b>REVENUES:</b>													<b>REVENUES:</b>
PROPERTY TAXES	776,418	797,853	810,532	829,986	854,715	863,262	871,895	889,333	907,119	925,262	943,767	SEE VARIABLES TAB	
PROP TAX ADMIN FEE	267,125	274,166	301,266	338,559	315,000	318,150	321,332	327,758	334,313	341,000	347,820	SEE VARIABLES TAB	
STATE SHARED REVENUE	1,668,644	1,682,038	1,759,950	1,650,000	1,808,080	1,844,242	1,881,126	1,918,749	1,957,124	1,996,266	2,036,192	SEE VARIABLES TAB	
CABLE FRANCHISE FEE	357,770	366,575	360,749	340,000	340,000	340,000	340,000	340,000	340,000	340,000	340,000		
ADMIN FEE FROM SEWER FUND	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000	115,000		
INTEREST REVENUE	5,838	9,000	26,003	21,000	8,000	20,000	20,000	20,000	20,000	20,000	20,000		
ALL OTHER	176,670	197,950	299,043	821,827	173,550	173,550	173,550	173,550	173,550	173,550	173,550	SEE VARIABLES TAB	
<b>TOTAL REVENUES &amp; TRANSFERS</b>	<b>3,367,464</b>	<b>3,442,582</b>	<b>3,672,543</b>	<b>4,116,372</b>	<b>3,614,345</b>	<b>3,674,204</b>	<b>3,722,903</b>	<b>3,784,390</b>	<b>3,847,107</b>	<b>3,911,078</b>	<b>3,976,328</b>		
<b>EXPENDITURES:</b>													<b>EXPENDITURES:</b>
SALARIES AND WAGES	1,221,203	1,189,483	1,273,453	1,366,003	1,467,392	1,511,414	1,556,756	1,603,459	1,651,563	1,701,110	1,752,143	SEE VARIABLES TAB	
HEALTH INSURANCE	181,944	198,427	238,133	254,260	221,875	237,406	254,025	271,806	290,833	311,191	332,975	SEE VARIABLES TAB	
RETIREMENT	90,964	87,925	99,431	98,891	123,335	127,035	130,846	134,771	138,815	142,979	147,268	VARIES WITH SALARIES	
FICA	95,537	90,657	97,835	108,579	108,017	111,258	114,595	118,033	121,574	125,221	128,978	VARIES WITH SALARIES	
OTHER PERSONNEL COSTS	84,000	94,911	106,066	107,645	102,092	104,134	106,217	108,341	110,508	112,718	114,972	2% INCREASE ANNUALLY	
BLDG & MAUSOLEUM DEBT	22,000	22,000	21,905	21,650	22,000	22,000	22,000	22,000	22,000	22,000	22,000	SEE VARIABLES TAB	
OTHER OPERATING COSTS	656,062	741,982	717,254	1,091,764	831,860	848,497	865,467	882,776	900,432	918,441	936,809	2% INCREASE ANNUALLY	
TRANSFER TO POLICE OPERATING	615,000	685,000	660,000	911,054	1,198,700	1,289,254	1,357,167	1,411,922	1,468,734	1,527,682	1,588,847	SEE VARIABLES TAB	
TRANSFER TO FIRE	112,000	100,000	50,000	50,000	50,000	-	-	-	-	-	-	SEE VARIABLES TAB	
TRANSFER TO PARKS - OPERATING	52,000	127,508	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	SEE VARIABLES TAB	
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,130,711</b>	<b>\$ 3,337,893</b>	<b>\$ 3,384,077</b>	<b>\$ 4,129,846</b>	<b>\$ 4,245,271</b>	<b>\$ 4,370,998</b>	<b>\$ 4,527,073</b>	<b>\$ 4,673,109</b>	<b>\$ 4,824,458</b>	<b>\$ 4,981,342</b>	<b>\$ 5,143,992</b>		
<b>OPERATING SURPLUS (SHORTFALL)</b>	<b>\$ 236,754</b>	<b>\$ 104,689</b>	<b>\$ 288,466</b>	<b>\$ (13,474)</b>	<b>\$ (630,926)</b>	<b>\$ (696,794)</b>	<b>\$ (804,170)</b>	<b>\$ (888,719)</b>	<b>\$ (977,351)</b>	<b>\$ (1,070,264)</b>	<b>\$ (1,167,664)</b>		
FUND BALANCE - BEGINNING OF YEAR	\$ 4,532,073	\$ 4,768,826	\$ 4,873,515	\$ 5,161,981	\$ 5,148,507	\$ 4,517,581	\$ 3,820,787	\$ 3,016,617	\$ 2,127,898	\$ 1,150,546	\$ 80,282		
FUND BALANCE - END OF YEAR	\$ 4,768,826	\$ 4,873,515	\$ 5,161,981	\$ 5,148,507	\$ 4,517,581	\$ 3,820,787	\$ 3,016,617	\$ 2,127,898	\$ 1,150,546	\$ 80,282	\$ (1,087,382)		
FUND BALANCE RESERVED FOR WATER RECEIVABLE***	509,959	506,131	507,718	507,718	507,718	507,718	507,718	507,718	507,718	507,718	507,718		
OTHER DESIGNATED FUND BALANCE **	348,605	390,605	466,390	406,779	449,779	449,819	449,859	449,899	449,939	449,979	450,019		
<b>UNDESIGNATED FUND BALANCE</b>	<b>\$ 3,910,261</b>	<b>\$ 3,976,779</b>	<b>\$ 4,187,873</b>	<b>\$ 4,234,010</b>	<b>\$ 3,560,084</b>	<b>\$ 2,863,250</b>	<b>\$ 2,059,040</b>	<b>\$ 1,170,281</b>	<b>\$ 192,889</b>	<b>\$ (877,415)</b>	<b>\$ (2,045,119)</b>		
** Committed Fund Balances, Assets held for resale, prepaids													
*** Long-term receivable													

**HAMBURG TOWNSHIP  
POLICE FUND FINANCIAL PROJECTION**

	BASE FY 2017-18	Base Projections						
		FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
PROPERTY TAXES - TAXABLE VALUE	\$ 997,810,022	\$ 1,034,513,499	1.0%	1.0%	2.0%	2.0%	2.0%	2.0%
TRANSFER FROM GENERAL FUND	\$ 911,054	\$ 1,223,696	\$ 1,289,254	\$ 1,357,167	\$ 1,411,922	\$ 1,468,734	\$ 1,527,682	\$ 1,588,847
TRANSFER FROM FORFEITURE	\$ -	\$ -	-	-	-	-	-	-
OTHER REVENUES		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
SALARY INCREASES	\$ 1,449,220	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
HEALTH INSURANCE	\$ 251,588	15.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
OTHER OPERATING COSTS		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
*** VOTED POLICE MILLAGE - voted 11/09 - 1.4751								

**HAMBURG TOWNSHIP  
POLICE FUND FINANCIAL PROJECTION**

	ACTUAL FY 2016/17	PROJECTED YEAR END 2017/18	PROPOSED BUDGET FY 2018/19	PROJECTED FY 2019/20	PROJECTED FY 2020/21	PROJECTED FY 2021/22	PROJECTED FY 2022/23	PROJECTED FY 2023/24	PROJECTED FY 2024/25	ASSUMPTIONS
<b>REVENUES:</b>										
PROPERTY TAXES	1,438,177	1,474,934	1,518,873	1,534,061	1,549,402	1,580,390	1,611,998	1,644,238	1,677,123	SEE VARIABLES TAB
TRANSFER FROM GENERAL FUND - OPERATING	660,000	911,054	1,198,700	1,289,254	1,357,167	1,411,922	1,468,734	1,527,682	1,588,847	SEE VARIABLES TAB
TRANSFER FROM FORFEITURE	-	-	-	-	-	-	-	-	-	SEE VARIABLES TAB
TRANS FROM G/F - BLDG DEBT	-	-	-	-	-	-	-	-	-	FROM DEBT SCHEDULE
ALL OTHER	117,590	384,269	73,150	73,150	73,150	73,150	73,150	73,150	73,150	SEE VARIABLES TAB
<b>TOTAL REVENUES &amp; TRANSFERS</b>	<b>\$ 2,215,766</b>	<b>\$ 2,770,256</b>	<b>\$ 2,790,723</b>	<b>\$ 2,896,466</b>	<b>\$ 2,979,719</b>	<b>\$ 3,065,462</b>	<b>\$ 3,153,882</b>	<b>\$ 3,245,070</b>	<b>\$ 3,339,120</b>	
<b>EXPENDITURES:</b>										
SALARIES AND WAGES	1,403,607	1,275,929	1,311,228	1,350,565	1,391,082	1,432,814	1,475,799	1,520,073	1,565,675	SEE VARIABLES TAB
HEALTH INSURANCE	235,764	251,588	232,900	244,545	256,772	269,611	283,091	297,246	312,108	SEE VARIABLES TAB
RETIREMENT	167,458	195,660	206,041	212,222	218,589	225,147	231,901	238,858	246,024	VARIABLES WITH SALARIES
RETIREE HEALTH CARE	77,000	70,000	82,500	84,150	85,833	87,550	89,301	91,087	92,908	2% INCREASE ANNUALLY
FICA	103,011	108,693	112,556	115,933	119,411	122,993	126,683	130,483	134,398	VARIABLES WITH SALARIES
OTHER PERSONNEL COSTS	48,652	506,198	453,198	462,262	471,507	480,937	490,556	500,367	510,375	2% INCREASE ANNUALLY
BLDG DEBT	-	-	-	-	-	-	-	-	-	
OTHER OPERATING COSTS	459,248	362,189	392,300	400,146	408,149	416,312	424,638	433,131	441,794	2% INCREASE ANNUALLY
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,494,740</b>	<b>\$ 2,770,257</b>	<b>\$ 2,790,723</b>	<b>\$ 2,869,823</b>	<b>\$ 2,951,343</b>	<b>\$ 3,035,364</b>	<b>\$ 3,121,969</b>	<b>\$ 3,211,245</b>	<b>\$ 3,303,281</b>	<b>TOTAL EXPENDITURES</b>
<b>OPERATING SURPLUS (SHORTFALL)</b>	<b>\$ (278,974)</b>	<b>\$ (1)</b>	<b>\$ -</b>	<b>\$ 26,643</b>	<b>\$ 28,377</b>	<b>\$ 30,099</b>	<b>\$ 31,914</b>	<b>\$ 33,826</b>	<b>\$ 35,839</b>	
FUND BALANCE - BEGINNING OF YEAR	\$ 494,196	\$ 215,222	\$ 215,221	\$ 215,221	\$ 241,864	\$ 270,240	\$ 300,339	\$ 332,253	\$ 366,078	
FUND BALANCE - END OF YEAR	\$ 215,222	\$ 215,221	\$ 215,221	\$ 241,864	\$ 270,240	\$ 300,339	\$ 332,253	\$ 366,078	\$ 401,917	
FB DESIGNATED FOR VEHICLES	\$ -	-	-	-	-	-	-	-	-	
FB DESIGNATED FOR LEAVE TIME P/O	\$ 20,742	20,742	20,742	20,000	20,000	20,000	20,000	20,000	20,000	
FB DESIGNATED FOR BLDG MAINT	\$ 25,000	-	25,000	25,000	25,000	25,000	25,000	25,000	25,000	
OTHER DESIGNATED FUND BALANCE **	\$ 29,348	\$ 25,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	
<b>ASSIGNED FUND BALANCE</b>	<b>\$ 140,132</b>	<b>\$ 169,479</b>	<b>\$ 149,479</b>	<b>\$ 176,864</b>	<b>\$ 205,240</b>	<b>\$ 235,339</b>	<b>\$ 267,253</b>	<b>\$ 301,078</b>	<b>\$ 336,917</b>	

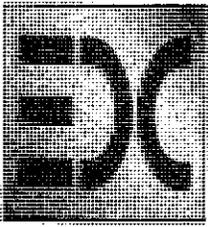
\*\* Committed Fund Balances, Assets held for resale, prepaids

<b>HAMBURG TOWNSHIP</b>									
<b>FIRE FUND FINANCIAL PROJECTION</b>									
	<b>BASE</b>	<b>Base Projections</b>							
	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
PROPERTY TAXES - TAXABLE VALUE	\$ 997,810,022	\$ 1,034,513,499	1.0%	1.0%	2.0%	2.0%	2.0%	2.0%	0.0%
OTHER REVENUES		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
SALARY INCREASES	\$ 497,442	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
HEALTH INSURANCE	\$ 46,928	15.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
OTHER OPERATING COSTS		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
TRANSFER IN FROM GENERAL FUND	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RETIREMENT & FICA EXPENSES ARE DIRECTLY TIED TO SALARIES AND WILL ALSO BE ASSUMED TO INCREASE 3%									
VOTED FIRE MILLAGE - 8/16 - 1.7400 - expires in 2020									



<b>HAMBURG TOWNSHIP</b>								
<b>REC FUND FINANCIAL PROJECTION</b>								
	<b>BASE</b>	<b>Base Projections</b>						
	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
PROPERTY TAXES - TAXABLE VALUE	\$ 997,810,022	\$ 1,034,513,499	1.0%	1.0%	1.0%	2.0%	2.0%	2.0%
OTHER REVENUES		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
SALARY INCREASES	\$ 93,579	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
HEALTH INSURANCE	\$ 32,000	15.0%	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%
OTHER OPERATING COSTS		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
TRANSFER FROM GENERAL FUND	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000

HAMBURG TOWNSHIP										
REC FUND FINANCIAL PROJECTION										
	ACTUAL	PROJECTED	PROPOSED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED
	FY	YEAR END	FY	FY	FY	FY	FY	FY	FY	FY
	2016/17	FY 2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	ASSUMPTIONS
<b>REVENUES:</b>										
PROPERTY TAXES	239,590	245,630	252,939	257,997	263,157	268,420	273,789	279,265	284,850	SEE VARIABLES TAB
ALL OTHER	96,582	28,037	15,750	15,750	15,750	15,750	15,750	15,750	15,750	SEE VARIABLES TAB
TRANSFER IN FROM GENERAL FUND	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	
<b>TOTAL REVENUES &amp; TRANSFERS</b>	<b>\$ 456,172</b>	<b>\$ 393,667</b>	<b>\$ 388,689</b>	<b>\$ 393,748</b>	<b>\$ 398,908</b>	<b>\$ 404,171</b>	<b>\$ 409,539</b>	<b>\$ 415,015</b>	<b>\$ 420,600</b>	
<b>EXPENDITURES:</b>										
SALARIES AND WAGES	97,479	108,204	103,561	106,668	109,868	113,164	116,559	120,056	123,657	SEE VARIABLES TAB
HEALTH INSURANCE	32,000	29,446	31,620	33,201	34,861	36,604	38,434	40,356	42,374	SEE VARIABLES TAB
RETIREMENT	7,000	6,939	9,497	9,782	10,075	10,378	10,689	11,010	11,340	VARIES WITH SALARIES
FICA	8,000	7,857	8,375	8,626	8,885	9,152	9,426	9,709	10,000	VARIES WITH SALARIES
OTHER PERSONNEL COSTS	2,000	5,820	5,255	5,360	5,467	5,577	5,688	5,802	5,918	2% INCREASE ANNUALLY
DNR LAND PURCHASE		-	-	-	-	-	-	-	-	
OTHER OPERATING COSTS	259,765	262,597	263,241	268,506	273,876	279,353	284,941	290,639	296,452	2% INCREASE ANNUALLY
<b>TOTAL EXPENDITURES</b>	<b>\$ 406,244</b>	<b>\$ 420,863</b>	<b>\$ 421,549</b>	<b>\$ 432,143</b>	<b>\$ 443,033</b>	<b>\$ 454,227</b>	<b>\$ 465,737</b>	<b>\$ 477,571</b>	<b>\$ 489,741</b>	<b>TOTAL EXPENDITURES</b>
<b>OPERATING SURPLUS (SHORTFALL)</b>	<b>\$ 49,928</b>	<b>\$ (27,196)</b>	<b>\$ (32,860)</b>	<b>\$ (38,395)</b>	<b>\$ (44,125)</b>	<b>\$ (50,056)</b>	<b>\$ (56,198)</b>	<b>\$ (62,556)</b>	<b>\$ (69,141)</b>	<b>OPERATING SURPLUS (SHORTFALL)</b>
FUND BALANCE - BEGINNING OF YEAR	\$ 288,153	\$ 338,081	\$ 310,885	\$ 278,025	\$ 239,630	\$ 195,506	\$ 145,449	\$ 89,251	\$ 26,695	FUND BALANCE - BEGINNING OF YEAR
<b>FUND BALANCE - END OF YEAR</b>	<b>\$ 338,081</b>	<b>\$ 310,885</b>	<b>\$ 278,025</b>	<b>\$ 239,630</b>	<b>\$ 195,506</b>	<b>\$ 145,449</b>	<b>\$ 89,251</b>	<b>\$ 26,695</b>	<b>\$ (42,446)</b>	<b>FUND BALANCE - END OF YEAR</b>
FB DESIGNATED FOR PARKS MAINTENANCE	54,275	61,775	54,283	54,283	54,283	54,283	54,283	54,283	54,283	FB DESIGNATED FOR PARKS MAINTENANCE
FB DESIGNATED FOR LL TRAIL MAINT	157,250	187,250	202,250	202,250	202,250	202,250	202,250	202,250	202,250	FB DESIGNATED FOR LL TRAIL MAINT
FB DESIGNATED FOR SR CTR MAINT	60,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	FB DESIGNATED FOR SR CTR MAINT
FB DESIGNATED FOR EQUIPMENT	120,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	140,000	FB DESIGNATED FOR EQUIPMENT
OTHER DESIGNATED FUND BALANCE **	1,539	-	-	-	-	-	-	-	-	
<b>DESIGNATED FUND BALANCE</b>	<b>\$ (54,983)</b>	<b>\$ (148,140)</b>	<b>\$ (188,508)</b>	<b>\$ (226,903)</b>	<b>\$ (271,027)</b>	<b>\$ (321,084)</b>	<b>\$(377,282)</b>	<b>\$ (439,838)</b>	<b>\$ (508,979)</b>	<b>DESIGNATED FUND BALANCE</b>
** Committed Fund Balances, Assets held for resale, prepaids										
***Voted Parks Millage 11/09 - .2457										
Expires 2018										



Economic Development Council of  
Livingston County

218 East Grand River Ave.  
Upper Level  
Brighton, MI 48116

# Invoice

Date	Invoice #
3/20/2019	1244

Bill To
Hamburg Township 10405 Merrill Road Hamburg, MI 48139

Quantity	Description	Rate	Amount
	<p style="text-align: center;"><i>To Board</i></p> <p>GL Code <u>101-101-801.500</u> Approved <u><i>[Signature]</i></u></p> <p style="text-align: center;">MAR 27 2019</p> <p>Entered <u><i>4/9 KJ</i></u> Due Date <u><i>[Signature]</i></u></p>		
We appreciate your support!		<b>Total</b>	\$20,604.50

**C & E CONSTRUCTION CO INC**

PO BOX 1359  
 HIGHLAND, MI 48357  
 248-889-1716

**Invoice**

DATE	INVOICE #
4/10/2019	2344

BILL TO
Hamburg Township ATTN: Accounts Payable PO Box 157 Hamburg MI 48139

PROJECT
GP Hamburg Twp

DESCRIPTION	QTY	RATE	AMOUNT
Hamburg Township Grinder Pump Install 7290 Southdale Avenue / Hamburg Twp.  This work was completed on 4/8/19  GL Code <u>590-000-198,880</u> BKCA Approved <u>Pant</u>  APR 10 2019  Entered _____ Due Date _____  * Property owner prepaid the estimated sewer connection fees in full on 3/15/19 - Receipt # 1204677. - No additional fees due - BKCA		6,600.00	6,600.00
		<b>Total</b>	\$6,600.00

# INVOICE

**BIOTECH** Fax (231) 882-9690  
**AGRONOMICS** 1651 Beulah Hwy.  
 INC. Beulah, MI 49617  
 A Residue Management Company Phone (231) 882-7219

Date	Invoice #
4/4/2019	2172

Bill To
Hamburg Township DPW Attn: Accounts Payable P.O. Box 157 Hamburg, MI 48139

Due Date	Customer PO #	Terms
5/4/2019		Net 30

Quantity	Description	Rate	Amount
535,500	Load, transport and land application of biosolids from Hamburg WWTP for March 27 - April 2, 2019	0.0468	25,061.40
GL Code <u>590-002-831.000</u> Approved <u>[Signature]</u> APR 10 2019 Entered _____ Due Date _____			
Thank you for your business.		<b>TOTAL</b>	\$25,061.40