

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday March 24, 2008 7:00 P.M.  
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Regular Council Meeting, March 10, 2008 MOTION Pg. 8, 16-21
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8, 2-7
  - 6B. Monthly Fire Report Pg. 22-39
  - 6C. MDOT Advance Const Contract, Elms Road Project (Agenda Item) Pg. 40-66
  - 6D. MDOT Jobs Today Pull-Ahead Loan Contract (Agenda Item) Pg. 67-77
  - 6E. MDOT Contract Routing Letters (Agenda Item) Pg. 78-79
  - 6F. Police Vehicle Auction Report (Agenda Item) Pg. 80
  - 6G. Seymour Road Project Meeting Sign-In Pg. 81
  - 6H. County EMS Ordinance Meeting Notice Pg. 82-83
  - 6I. County GIS Pictography Notice Pg. 84-85
  - 6J. Bid Notice, Fire Hall Drain Repairs Pg. 86
  - 6K. Marathon Blight Violation Report Pg. 87-90
  - 6L. LSL Update, Zoning Enabling Legislation Pg. 91-96
  - 6M. Article, Headlee – Prop A Taxable Effects Pg. 97-98
  - 6N. Mayor's Letter, MTA Pg. 99
  - 6O. Journal Article, Police K-9 Pg. 100
  - 6P. Legislative Updates Pg. 101-106
  - 6Q. Recycling Notice Pg. 107-110
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. 6<sup>th</sup> District Commissioner Pat Lockwood COUNTY UPDATE
  - 7B. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Elms Road Project, MDOT Construction Contract RESO. Pg. 9, 40-66
  - 8B. Elms Road Project, MDOT Jobs Today Pull Ahead Agreement RESO. Pg. 10, 67-77
  - 8C-G. MDOT Act-51 Road Certifications - Deletions RESO. Pg. 11-14
  - 8H. Police Vehicle Auction RESO. Pg. 15, 80
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:**

**City of Swartz Creek  
CITY MANAGER'S REPORT**

**Regular Council Meeting of Monday March 24, 2008 7:00 P.M.**

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 21-March-2008

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

- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)  
Mr. Nottley is caught up. He advises that we will schedule a day when he can meet with the supervisor's for notes that he needs before he can get a draft together.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)  
We are back meeting. I hope to get this cleared up by summer.
- ✓ **VETERANS MEMORIAL** (*Status*)  
Nothing New.
- ✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** (*Status*)  
Pending.
- ✓ **OVERHEAD UTILITY REORGANIZATION PROJECT** (*Status*)  
We are trying to get a contractor's quote for the second round of the technical review of the poles. REI has expressed an interest in the project and is working on a price. I qualify this with we are in the bid process for engineering services. This probably needs to be settled first. I will keep the Council posted.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
  - ❑ **BRISTOL ROAD T.I.P. PROJECT, BRISTOL EXTENSION** (*Status*)  
REI is working on final payouts. I am trying to get a handle on what, if any additional costs that were added to the project due to Verizon's lack of cooperation.
  - ❑ **SEYMOUR RE-SURFACING PROJECT** (*Status*)  
We held a meeting with the residents on Seymour. Only a small number turned out. All went well. The project is scheduled to begin on May 1<sup>st</sup>, weather permitting.
  - ❑ **ELMS ROAD RE-SURFACING PROJECT** (*Resolutions*)  
Design is complete, approved and will go to bid in April. This project is a pull ahead wherein we will be borrowing funds from the state at 4% interest until the scheduled year of project fund release from the Fed's (2010). Included with tonight's agenda are two MDOT Contracts for this project, an advance construction contract and a loan agreement for the pull ahead. As indicated in the past, I am disturbed by the changes in the funding ratios. It will drain our 202 Fund long before we get to fixing Miller Road. Our match portion of this project will be 36.3% of construction, all of the design engineering, all of the construction engineering, and 4% of the loan amount from the date of the contract until release of the funds, being September 30, 2010 (estimated to be about 26 months). Here is the breakdown on design, construction, construction engineering and interest:

	<b>Federal &amp; MDOT</b>	<b>City Match</b>	<b>Sub-Total</b>
Construction	\$ 581,250	\$ 331,450	\$ 912,700
Design Engineering	-0-	\$ 30,000	\$ 30,000
Const Engineering	-0-	\$ 75,000	\$ 75,000
Jobs Today Loan Interest (4%, 26 Months, \$465,000)	-0-	\$ 40,300	\$ 40,300
<b>TOTALS</b>	<b>\$ 581,250</b>	<b>\$ 476,750</b>	<b>\$ 1,058,000</b>

If we had done this project say, 5 years ago at the same estimated construction cost of \$912,700 using the same numbers for design and construction engineering, the match ratios would have been \$227,540 City Match and \$760,160 MDOT / Federal. It will get worse. This project includes an additional \$116,250 thrown at it by the state as an incentive for participation in the Local Jobs Today Program. When this program concludes, expect our match ratio to be close to 50%. At any rate, we have no apparent choice other than to continue complaining to our higher elected offices, and do the project. The grant money for the project is obligated, the road approved in the TIP. We could scale the project back and delete the curbs, gutters and storms. I would advise against this as a lot of the road deterioration is related to inadequate drainage. The proposed project fixes this and adds a great deal of longevity to the road. We could also eliminate the 1,200'+ feet of road that is on the border. I also advise against this as all of the residents that live in this border section are in the City. We are still negotiating with the County Road Commission to pay a portion of this section. On the upside, Lou tells me he believes the construction estimates are high. He is hopeful that we will get better prices at bid letting. Another concern, all through the loan contract the state has back doors in the event that the anticipated money from the Federal Highway Administration is reduced, eliminated or diverted. Guess who is responsible to pay the loan back if the Feds back out? At any rate, appropriation and resolutions are included with tonight's agenda.

**MORRISH ROAD RE-CONSTRUCTION PROJECT** (Status)

We need to begin the planning on this project. As you may be aware, this has been submitted to the TIP as a total reconstruction project with a request for a very low amount of funding. Because of this, it has been approved. Meijer's will be making a sizeable contribution (\$1.5 Million). This money, coupled with funding that we would have had to pay if Meijer had not been approved should be ample to pay the costs of widening, storms, curbs, gutters and traffic signals. Right now, we are awaiting a draft development agreement from Mr. Gildner that we will enter into with Meijer's that covers many of these items.

**GM-SPO ISLAND CUTS** (Status)

We will be back to discuss this project as soon as we get some long-term road revenues and expenses calculated for this fund.

**MILLER ROAD REPAIRS** (Status)

We will look to do this work in the spring.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS** (Status)

**2008 REPAIR ROSTER** (Status)

Chesterfield from Seymour to Winston, Jennie Lane, Worchester from Winston to Daval (a portion of this is a Major Street, eligible for 202 funding) and Daval from Oakview to Winshall. Bid returns from the Seymour Project are in and the project has been awarded. REI is working with the contractor and should be back in the near

future with a contract. If this fails, we always have the Elms Road Contractor to work with.

**NEIGHBORHOOD IMPROVEMENT - T.I.F. DISTRICT** *(Status)*

Adam is looking into this. We will be back for additional discussion in the near future.

✓ **FIRE DEPARTMENT EVALUATION, 2008 CONTRACT RENEWAL** *(Status)*

Mr. Nottley met with the Fire Board for a workshop meeting on March 17<sup>th</sup>, with favorable results. Additionally, I have met several times with Mr. Shumaker regarding the contract. We have identified a handful of areas that need addressing. As of writing, I am waiting for the return of Mr. Figura in order to go over a few items with him prior to preparing a draft. He is due back at the end of the month.

✓ **WATERMAIN SALE** *(Status)*

We have heard nothing more from the County on this. My guess is the state of the economy, fueled by the sharp decline in property values and subsequent building, has sent this to the way-back machine (Rocky & Bullwinkle, for those that remember). I am going to drop interest in it for now. If we are approached later by the County, we can look at it again.

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

At the last meeting, we awarded the bid to Liqui-Force based on unit prices. We'll be back before the Council shortly with a contract for Phase II of the program.

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

The County has turned up the pressure to adopt both the ordinance and the agreement that transfer enforcement (and probably anything else they deem fit) over to them. We are working with Mr. Figura evaluating our options.

✓ **HERITAGE PARK & NON-MOTORIZED TRAIL SYSTEM** *(Status)*

As you are aware, we are looking to construct the first phase of our trail system in conjunction with the Elms Road Re-surfacing Project. We are still searching for additional grant funding to offset the local match

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

Pending.

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

Mr. Gildner is still working on a draft development agreement for Heritage. In conjunction with the agreement, a resolution of dedication of the streets in Phase I will accompany the agreement. Springbrook streetlights are tied with an agreement for service and maintenance of their water system. We will have something shortly for Council consideration.

✓ **SWARTZ CREEK SCHOOLS, CAPITAL IMPROVEMENT CAMPAIGN** *(Status)*

It appears that due to the state's economy, the school district has placed a hold on their capital improvements.

✓ **LABOR CONTRACTS** *(Status)*

On Mr. Kehoe, he is currently a payroll employee and needs an employment agreement. I will look to get something together and back before the Council soon. Additionally, the Police have a wage re-opener for the July 1, 2008 through June 30,

2009 segment of their contract. I have begun negotiations with them and will be back as soon as I have something concrete.

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

✓ **RETIREE HEALTH CARE** (*Status*)

Mr. Gildner has prepared a base agreement that leaves only the specifics to be filled in by the staff. I am working on tailoring them in line with specific contracts to which the specific employee went out on. I should have them back soon for Council review.

✓ **MEIJER'S** (*Status*)

Pending.

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

The second round of litigation has been filed in District Court. In short, we are asking the District Court Judge for Injunctive Relief of the pylon sign and general property conditions. I expect a default in the matter. We had to have our crews padlock the building as a door was found open and in the determination of the Police Chief, a danger. The property owner failed to return calls to us.

✓ **GENERAL LEDGER & ACCOUNTING SOFTWARE** (*Status*)

Pending.

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

Not much explaining need be done here, as it appears as if all Council Members were present. I think a lot of good information was traded at this meeting. One thing clear to me is that a lack of communication can breed mistrust. We will see where this issue goes. On the other issue, Commissioner Lockwood indicates she will attend tonight's meeting. I have her on the agenda.

✓ **2008-2009 BUDGET** (*Status*)

It's that time of year again. For the last three to four years, we have been dodging the deficit by reductions and adjustments in the way we do business. So far, we have been successful. It appears that this year will be the first where we will see less revenue than the previous year in our levy. Expect this to get worse, maybe much worse, before it gets better. We look for no additional money this year. It will be an effort to maintain the same level of services. A tentative budget schedule is as follows:

<b>April 14<sup>th</sup>:</b>	<b>Present Draft, Discussion, Set Public Hearing</b>
<b>May 12<sup>th</sup>:</b>	<b>Public Hearing, Discussion</b>
<b>Special Meeting:</b>	<b>If Desired By Council</b>
<b>May 26<sup>th</sup>:</b>	<b>Adopt Budget</b>
<b>June 9<sup>th</sup>:</b>	<b>Truth in Taxation Hearing, Set Levy, Set 2008-2009 Meeting Schedule, Year End Fiscal</b>

## Adjustments, Review City-Wide Fees and Charges for Services

June 30<sup>th</sup>:

Fiscal Year End

In reviewing of our financials, it is the same story as last year. We are going to find ourselves short in a number of categories. Our MERS defined benefit retirement plan took significant jumps as did the medical insurance. Additionally, we are seeing skyrocketing costs in just about every aspect of business. Revenues related to uncaps (real property transfers that uncap or reset taxable values) are plummeting. New housing starts are non-existent. The result is shortfalls in a number of the general fund departments. I'm going to try my best, for at least one more year, to bring our finances in with revenues in excess of expenses.

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

Water, sewer and various service fees need some adjustments. We are watching the County and awaiting the new software installations before we make any changes.

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

### ✓ **MDOT ROAD CERTIFICATION, ADDITIONS & DELETIONS** (*Resolutions*)

We have a couple of addition and deletions to our MDOT Act-51 Report. This is a housekeeping item that only makes its way back to the Council when additions or deletions are needed from the prior year(s). Being added this year is the last phase of Parkridge Subdivision (Parkridge Drive, Birch Lane, Hickory Lane and Mountain Ash). This subdivision is now completed. The section of Raubinger Road (including the bridge) that we passed along to the County in December is being deleted from our roster. Resolutions are included with tonight's agenda.

### ✓ **POLICE VEHICLE AUCTION** (*Resolution*)

Rick has a vehicle that is no longer needed. A check with County Purchasing indicates that they would like to put together an auction for just vehicles in late April or May, but as of now have not done so. If they can get it together, we have a resolution to sell with tonight's agenda. If they cannot, I would prefer not to keep it another year (insurance costs, depreciation, etc.). We will look at other options if this happens and come back for another resolution.

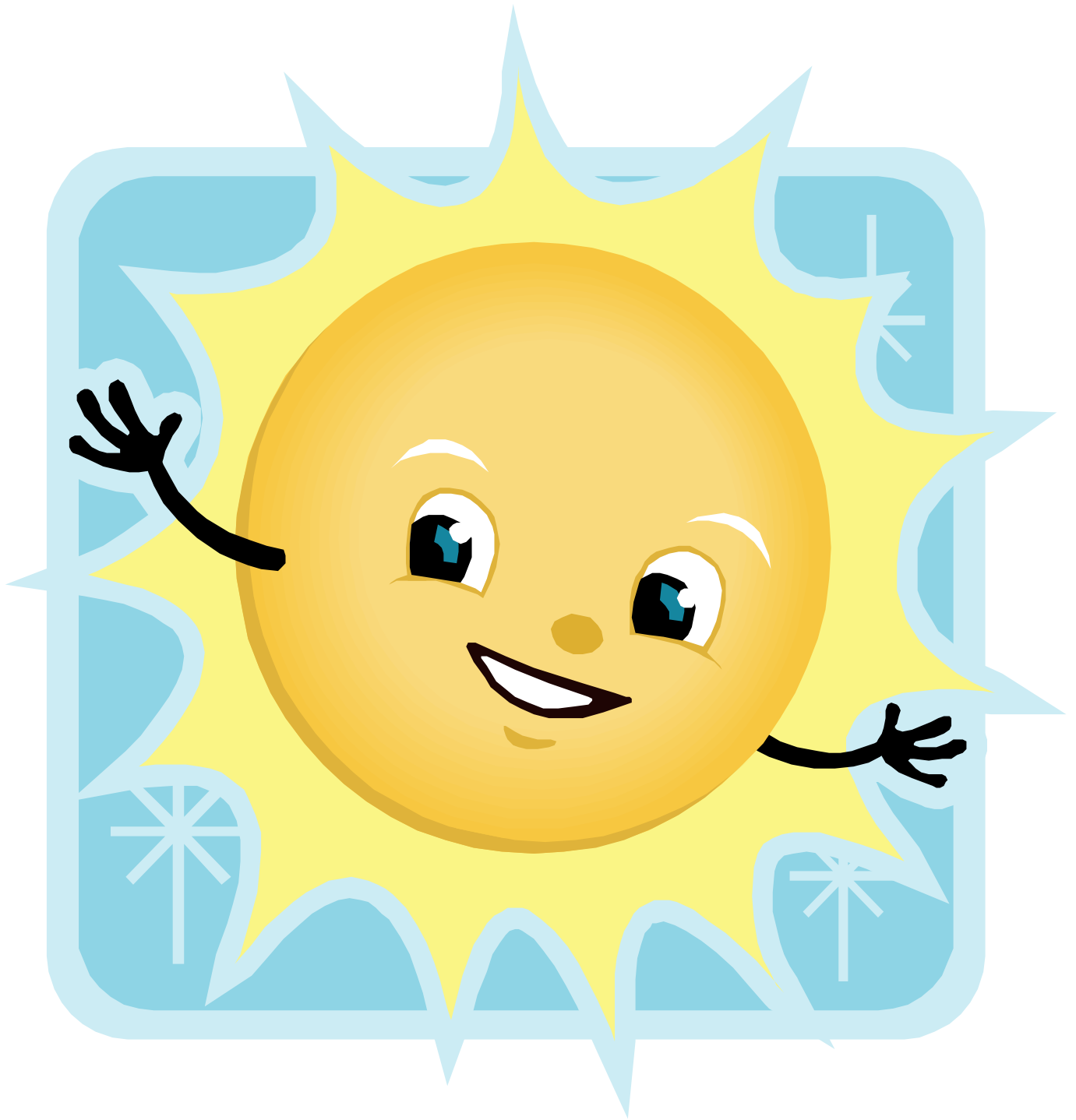
### ✓ **COUNTY PICTOMETRY RENEWAL** (*Information*)

Included with tonight's packet is a letter from the County I.T. department for a renewal of our Pictometry license. It appears that the County has delayed a round of new aerial photographs for one more year, 2009. In order to continue using the software, we have a fee of about \$150. Our total cost when a new flight is scheduled in 2009 is estimated to be \$1,367. We should see an agreement of some sort from the County in the near future.

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

- ❑ *Park & Ride Improvements, Miller & I-69.* Pending
- ❑ *Z.B.A. Compensation.* Pending.
- ❑ *Signs, Blackmore & Rowe (in right of way?).* We are still checking into the Blackmore and Rowe sign.

- *Sunoco, 5012 Holland, Yellow Drop Box.* I think I have the owners in agreement to relocate it alongside the building near the southeast corner.
- *After-Hours Clinic, Location Within City Limits.* Short of supplying and funding a building, we cannot regulate free enterprises. We will continue to look for such a use and promote it wherever we can.



*Are We There Yet... ?*

**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday March 24, 2008 7:00 P.M.**

**Resolution No. 080324-4A            MINUTES, MARCH 10, 2008**

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

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held March 10, 2008, to be circulated and placed on file.

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

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

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

**Resolution No. 080324-5A            AGENDA APPROVAL**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of March 24, 2008 to be circulated and placed on file.

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

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

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

**Resolution No. 080324-6A            CITY MANAGER'S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager's Report of March 24, 2008, to be circulated and placed on file.

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

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

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



**ELMS ROAD PROJECT, M.D.O.T. ADVANCE CONSTRUCTION CONTRACT**

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

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

**WHEREAS**, the City of Swartz Creek is a member of the Genesee County Metropolitan Planning Alliance, an urban transportation planning cooperative charged with allocating funds to eligible street authorities in Genesee County; and

**WHEREAS**, the City of Swartz Creek has identified a need to make repairs and improvements to Elms Road from the I-69 viaduct to the North City Limit, in conformance with the design plans prepared by the City’s consulting engineer and approved by the Michigan Department of Transportation; and,

**WHEREAS**, the Genesee County Metropolitan Alliance and the Swartz Creek City Council has considered the making of such repairs and improvements in open session following the review of documents and the hearing of comments on the need from the city’s engineer, staff and from the public, and further, design engineering plans have been drafted, submitted and approved by the Michigan Department of Transportation; and,

**WHEREAS**, the Elms Road Repair and Improvement Project has been obligated for funding and let for bid under the Michigan Department of Transportation using Surface Transportation Program funding sources, projected total project costs as follows:

	<i>Federal &amp; MDOT</i>	<i>City Match</i>	<i>Sub-Total</i>
Construction	\$ 581,250	\$ 331,450	\$ 912,700
Design Engineering	-0-	\$ 30,000	\$ 30,000
Const Engineering	-0-	\$ 75,000	\$ 75,000
Jobs Today Loan Interest (4%, 26 Months, \$465,000)	-0-	\$ 40,300	\$ 40,300
<b>TOTALS</b>	<b>\$ 581,250</b>	<b>\$ 476,750</b>	<b>\$ 1,058,000</b>

**NOW, THEREFORE**, be it resolved that the City of Swartz Creek appropriate an amount not to exceed \$331,450, plus 5% contingency, from 202 Major Street Fund, for a total of \$348,022, as identified by MDOT Project / Contract Number STP-0825(013) – 08-5082, and further, direct the Mayor and City Clerk to enter into and execute an MDOT Advance Construction Agreement, a copy of which is attached hereto.

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

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

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

**ELMS ROAD PROJECT, M.D.O.T. JOBS TODAY PULL AHEAD LOAN AGREEMENT**

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

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

**WHEREAS**, the City of Swartz Creek is a member of the Genesee County Metropolitan Planning Alliance, an urban transportation planning cooperative charged with allocating funds to eligible street authorities in Genesee County; and

**WHEREAS**, the City of Swartz Creek has identified a need to make repairs and improvements to Elms Road from the I-69 viaduct to the North City Limit, in conformance with the design plans prepared by the City’s consulting engineer and approved by the Michigan Department of Transportation; and,

**WHEREAS**, the Genesee County Metropolitan Alliance and the Swartz Creek City Council has considered the making of such repairs and improvements in open session following the review of documents and the hearing of comments on the need from the city’s engineer, staff and from the public, and further, design engineering plans have been drafted, submitted and approved by the Michigan Department of Transportation; and

**WHEREAS**, the City of Swartz Creek has approved, executed and entered into Michigan Department of Transportation Contract # STP-0825(013) – 08-5082 for the repair of South Elms Road from the I-69 viaduct to the North City Limits; and

**WHEREAS**, the Governor’s Office for the State of Michigan introduced a plan that was adopted by the Michigan State Legislature, entitled “Local Jobs Today Pull Ahead Program” that provides for low interest loans to local street authorities to construct approved highway projects from future Federal Funding Years, allowing projects to be pulled ahead and constructed before the distribution of obligated funds; and

**WHEREAS**, the Elms Road repair and improvement project is an approved and obligated project for the year 2010 and qualifies for the Michigan Local Jobs Today Pull Ahead Program, and further, application has been submitted and approved by the Michigan Department of Transportation for advance construction, in the amount of \$465,000 with an additional \$116,250 to be provided by the State of Michigan for participation in the program; and

**WHEREAS**, the Elms Road Repair and Improvement Project Local Jobs Today Pull Ahead Program construction loan and amortization schedule is estimated to be as follows:

	<i><b>Fed Advance</b></i>	<i><b>State Match</b></i>	<i><b>City Match</b></i>	<i><b>Total Construction</b></i>
Construction	\$ 465,000	\$ 116,250	\$ 331,450	\$ 912,700
\$465,000 @ 4% Interest, Estimated 26 Months @ \$1,550 Per Month	-0-	-0-	\$ 40,300	\$ 40,300

**NOW, THEREFORE,** be it resolved that the City of Swartz Creek accept the advance construction loan under the terms of the Michigan Local Jobs Today Pull Ahead Program, in the amount of \$465,000 and appropriate an amount not to exceed \$40,300, plus 15% contingency, from 202 Major Street Fund, for a total of \$46,345, loan interest as identified by MDOT Project / Contract Number STP-0825(013) – 08-8082, and further, direct the Mayor and City Clerk to enter into and execute an MDOT and City of Swartz Creek Local Jobs Today Program Loan Contract, a copy of which is attached hereto.

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

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

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

**Resolution No. 080324-8C                    ADDITION OF SECTIONS OF PARKRIDGE PARKWAY TO THE MDOT LOCAL STREET SYSTEM MAP – PARKRIDGE PARKWAY**

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

**WHEREAS,** the City of Swartz Creek has acquired title to Parkridge Parkway before December 31, 2007; and,

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

**NOW THEREFORE BE IT RESOLVED,**

1. That the centerline of said street is described as:

All that part of Park Ridge Parkway as platted in the recorded plat of Park Ridge Subdivision No. 3 recorded in Liber 76, Pages 34 & 35 and Park Ridge Subdivision No. 4 recorded in Instrument #200107050066921, Genesee County Records.

2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public before December 31, 2007.

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

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

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

**Resolution No. 080324-D**

**ADDITION OF BIRCH LANE TO THE MDOT LOCAL STREET SYSTEM MAP**

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

**WHEREAS**, the City of Swartz Creek has acquired title to Birch Lane before December 31, 2007; and,

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

**NOW THEREFORE BE IT RESOLVED,**

1. That the centerline of said street is described as:  
  
All that part of Birch Lane as platted in the recorded plat of Park Ridge Subdivision No. 3 recorded in Liber 76, Page 34 & 35, Genesee County Records.
2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public before December 31, 2007.

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

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

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

**Resolution No. 080324-E**

**ADDITION OF HICKORY LANE TO THE MDOT LOCAL STREET SYSTEM MAP**

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

**WHEREAS**, the City of Swartz Creek has acquired title to Hickory Lane before December 31, 2007; and,

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

**NOW THEREFORE BE IT RESOLVED,**

1. That the centerline of said street is described as:

All that part of Hickory Lane as platted in the recorded plat of Park Ridge Subdivision No. 4 recorded in Instrument #200107050066921, Genesee County Records.

2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public before December 31, 2007.

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

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

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

**Resolution No. 080324-F**

**ADDITION OF MOUNTAIN ASH LANE TO THE MDOT LOCAL STREET SYSTEM MAP**

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

**WHEREAS**, the City of Swartz Creek has acquired title to Mountain Ash Lane before December 31, 2007; and,

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

**NOW THEREFORE BE IT RESOLVED,**

1. That the centerline of said street is described as:  
  
All that part of Mountain Ash Lane as platted in the recorded plat of Park Ridge Subdivision No. 3 recorded in Liber 76, Pages 34 & 35, Genesee County Records.
2. That said street is located within a City right-of-way and is under the control of the City of Swartz Creek.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the City Local Street System and was open to the public before December 31, 2007.

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

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

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

**DELETION OF RAUBINGER ROAD BRIDGE FROM THE MDOT LOCAL STREET SYSTEM MAP**

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

**WHEREAS**, the City of Swartz Creek and the Genesee County Road Commission entered into an agreement on December 17, 2007 that provides for the transfer of jurisdiction from the City to the Genesee County Road Commission, along with all interest, responsibilities for repair and maintenance, of a portion of Raubinger Road and the Bridge on Raubinger Road south of Miller Road; and,

**WHEREAS**, the Genesee County Road Commission has accepted the bridge under its jurisdiction along with a Critical Bridge Funded Repair Grant; and

**WHEREAS**, the City, in compliance with the terms of the agreement with the Genesee County Road Commission, desires to abandon its certification under the State of Michigan Local Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended, and transfer its authority as such to the Genesee County Road Commission.

**NOW THEREFORE BE IT RESOLVED**, the City of Swartz Creek hereby vacates the Raubinger Road Bridge as described below:

1. Bridge Number B01 of 25-10-29
2. Structure Number 2870.
3. A parcel or land described as beginning at the North ¼ corner of Section 1, Township 6 North, Range 5 East, Gaines Township, Genesee County, Michigan; thence N 88°12'29" E along the line common to the Townships of Gaines and Clayton 33.00 feet to the easterly right of way line of Raubinger Road; thence S 01°47'31" E along said easterly right of way line and parallel with the North and South ¼ line of Section 1, 213.55 feet to the centerline of Swartz Creek; thence S 70°09'36" W along said centerline, 69.42 feet to the westerly right of way line of Raubinger Road; thence N 01°47'31" W along said westerly right of way line and parallel with the North and South ¼ line of Section 1, 51.05 feet; thence S 88°12'29" W along said westerly right of way line, 17.00 feet; thence N 01°47'31" W along said westerly right of way line and parallel with the North and South ¼ line of Section 1, 184.00 feet to the line common to the townships of Gaines and Clayton; thence N 88°12'29" E along said township line, 50.00 feet to the point of beginning. Parcel contains 0.41 acres of land (17,932 square feet).

**BE IT FURTHER RESOLVED**, that all interest be transferred to the Genesee County Road Commission

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

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

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

**Resolution No. 080324-8H**

**AUCTION SALE OF USED POLICE VEHICLE**

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

**I Move** the City of Swartz Creek authorize the competitive auction of a used police vehicle, being a 2004 Ford Crown Victoria Police Interceptor, VIN: 2FAHP71W74X139405, Black 4 Dr, showing 80,226 odometer miles, at the Genesee County Purchasing Departments' Governmental Auction, date and location yet to be determined, vehicle to be sold in accordance with Genesee County Purchasing Policy, proceeds to be placed into the City's Motor Pool Fund.

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday March 10, 2008 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 03/10/2008**

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

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Mayor Abrams, Adams, Mayor Pro-Tem Christie, Hicks, Hurt, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Bueche, City Attorney Mike Gildner, Financial Officer/Deputy Clerk Mary Jo Clark, DPS Director Tom Svrcek.

Others Present: Steve Shumaker, Jamie Adams, Tommy Butler, Bob Plumb, Phillip Bracey, Lou Fleury, Carl Conner, Ron Schultz, Brent Cole, Jim Florence.

**APPROVAL OF MINUTES**

**Resolution No. 080310-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held February 25, 2008, to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 080310-02**

**(Carried )**

Motion by Mayor Pro-Tem Christie  
Second by Councilmember Shumaker



**I Move** the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of March 10, 2008 to be circulated and placed on file.

YES: Christie, Hicks, Hurt, Porath, Shumaker, Abrams, Adams.  
NO: None. Motion declared carried.

## **REPORTS AND COMMUNICATIONS:**

Additional Reports and Communications added to agenda:  
Golden Gem pamphlet  
Michigan Emergency Management Assistance Compact

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

**Resolution No. 080310-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of March 10, 2008, to be circulated and placed on file.

YES: Hicks, Hurt, Porath, Shumaker, Abrams, Adams, Christie.  
NO: None. Motion declared carried.

Discussion Took Place.

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

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

Steve Shumaker, 4084 Jennie Lane, spoke about the Police and Fire Protection Act 33 of 1951. He stated that he wondered if the City was organized properly.

## **COUNCIL BUSINESS:**

### **Senior Center Presentation**

President Jim Florence made a presentation about the senior center and its current status.

Director Melinda Soper made a short presentation about the Senior Center activities and opportunities.

Discussion Took Place.

### **2008 MDOT Safety Grant Applications**

**Resolution No. 080310-04**

**(Carried)**

Motion by Councilmember Hicks

Second by Mayor Pro-Tem Christie

**WHEREAS**, the City of Swartz Creek is a local government unit eligible to receive funding from the Michigan Department of Transportation and the Federal Highway Administration; and,

**WHEREAS**, the City of Swartz Creek, through advice from its Staff and Engineers, has identified a need to make safety improvements to the intersection of Miller & Seymour Roads and/or to the intersection of Paul Fortino Drive at Morrish Road, in conformance with the plans prepared by the City's consulting engineer; and,

**WHEREAS**, the City Council has considered the making of such improvements in open session following the hearing of comments on the need for the improvements from the city's engineer, staff and from the public; and,

**WHEREAS**, the City of Swartz Creek council recommends the following projects be submitted for funding: Morrish Road and Fortino Drive intersection re-alignment, and Miller Road and Seymour Road signal upgrades.

**NOW THEREFORE BE IT RESOLVED**, the City of Swartz Creek, located in the County of Genesee, hereby approves the following projects to be submitted for FY 2009 Safety Projects funding: Morrish Road and Fortino Drive intersection re-alignment, and Miller Road and Seymour Road signal upgrades.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

### **RFP Bid Approval, Six-Year Sewer Rehabilitation Program**

**Resolution No. 080310-05**

**(Carried)**

Motion by Councilmember Adams

Second by Councilmember Hurt

**I Move** the City of Swartz Creek, upon recommendation of the Staff, accept the RFP of Liqui-Force, for the City's six-year Sewer Rehabilitation Plan, and further, direct the City Manager to prepare a Phase II contract and bring it back to the Council for review and decision.

City Engineer Lou Fleury made a short presentation.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

**Swartz Creek Area Veterans Memorial Committee, Recognize As Charitable Organization**

**Resolution No. 080310-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Christie

**I Move** the City of Swartz Creek, at the request of the Swartz Creek Area Veterans Memorial Committee, a not-for-profit charitable organization located in the City of Swartz Creek, Genesee County, Michigan, hereby recognize and proclaim that the organization is a not-for-profit charitable entity engaged in the business of community service, by raising funds and construction of a public memorial for veterans of all branches of the United States Military, and further, recommends that the Michigan State Lottery and Gaming Commission recognize the organization as such and permit, under the authority of the office, the application and consideration of charitable gaming licenses.

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

**Fire Board Appointment, City Swing Position**

**Resolution No. 080310-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council confirm the Mayor's appointment of Ray Thornton, of 5367 Greenleaf Drive, 635-9205, to the Swartz Creek Area Fire Department's Fire Board, term to run from April 1, 2008 through March 31, 2009.

Discussion Took Place.

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

**M.M.L. Capitol Conference**

**Resolution No. 080310-08**

**(Carried)**

Motion by Mayor Pro-Tem Christie  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek approve the attendance of Councilmembers at the Michigan Municipal League's 2008 Capitol Conference, to be held in Lansing on April 1<sup>st</sup> and 2<sup>nd</sup>, inclusive of all actual and necessary expenses and in accordance with the terms as set forth in the City's purchasing ordinance.

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

### **Boards & Commissions Networking Luncheon**

**Resolution No. 080310-09**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Adams

**I Move** the City of Swartz Creek approve actual and necessary expense associated with a networking luncheon, for the Council, Staff, Boards & Commission Members, date yet to be determined, and direct the City Staff to make the necessary arrangements, within the terms as set forth in the City's Purchasing Ordinance.

Discussion Took Place.

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

### **Fire SCBA Purchase**

**(Discussion Topic)**

City Manager Bueche made a brief presentation. Mayor Pro-Tem Christie spoke about an upcoming report that will be included in the next Fire Board report.

Discussion Ensued.

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

Tommy Butler, 40 Somerset, talked about the Lockwood letter and asked if the letter had been signed by the entire City Council. He was advised that it was signed at the request of the City Council and the City Manager wrote the letter. Mr. Butler also spoke about MDOT and asked whether they were going to re-do Miller Road from Dye Road to M-13. He was advised that it was exclusive of Swartz Creek.

### **REMARKS BY COUNCILMEMBERS:**

Councilmember Hicks thanked the Fire Department for their CPR class. She stated that they did a good job.

Councilmember Adams stated that he didn't understand Pat Lockwood's non-responsiveness. He stated that he is not happy with the EMS situation and the Senior Center Millage situation.

Councilmember Hurt stated that he thought Steve Shumaker's ideas about ambulance service are worth keeping in mind for the next year.

Mayor Pro-Tem Christie talked about heading into District court for the Marathon station issue. He questioned whether it had been filed yet. City Manager Bueche stated that it would be filed this week. City Manager Bueche talked about possible foreclosure.

Mayor Abrams talked about the Small Cities and Villages Association meeting. He stated that it was a good meeting. Mr. Abrams stated that he spoke to Patty O'Dwyer, a Councilor from Linden, about art in the MTA bathrooms. He stated that the art in the bathrooms was mosaic tile and graffiti was not a problem.

**ADJOURNMENT:**

There being no objection, Mayor Abrams declared the meeting adjourned at 8:30 p.m.

Richard B Abrams, Mayor

Mary Jo Clark, Finance Officer/Deputy Clerk

DATE: MARCH 17, 2008

TIME: 7:00 PM

LOCATION: STATION 1

*Location change from station 2. Reason: attendance capacity at station 2.*

SUBJECT: SWARTZ CREEK AREA FIREBOARD AGENDA



- I. CALL TO ORDER
  - A. PLEDGE OF ALLEGIANCE
  - B. ROLL CALL
  - C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
  - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:
    - 1. Mr. Mark Nottley, of Rehmann Robson
  
- II. APPROVAL OF MINUTES
  - A. FEBRUARY 26, 2008 MEETING:
  
- III. CORRESPONDENCE:
  - A. FEBRUARY INCIDENT SUMMARY REPORT:
  
- IV. PROFESSIONAL SERVICE REPORTS:
  - A. FEBRUARY FINANCIAL REPORT:
  - B. FEBRUARY BILLS LIST:
  
- V. COMMITTEE REPORTS:
  - A. BY-LAWS COMMITTEE - Chairman Mike Messer, Boots Abrams, Richard Derby, Bill Cavanaugh and Brent Cole:
    - 1. Purchasing Policy status report:
  
  - B. MIOSHA, FIREFIGHTER RIGHT TO KNOW (RTK) COMMITTEE: (Chairman Michael Messer, Richard Derby, Rick Clolinger and Brent Cole)
    - 1. HEALTH AND SAFETY SUBCOMMITTEE: Chairman Michael Messer (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)
  
- VI. OLD BUSINESS:
  - A. APPARATUS UPDATE from Battalion Chief Jack King-
    - 1. Monthly apparatus status report attached
  
  - B. SCBA FEMA grant status:
    - RFP for SCBA equipment from Chairman Christie (attached)
  
  - C.
  
- VII. NEW BUSINESS:
  - A. NEW MEMBERS FOR PLACEMENT ON PROBATION:
    - 1. Anthony Simpson was placed on suspension February 26. Attached is a letter sent to him indicating an analysis of his situation for violation of SOG 420: Discipline.

**Chief Cole recommends Firefighter Anthony Simpson be placed on six (6) months probation, effective February 26, 2008.**

B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none

C. MEMBERS RESIGNING/TERMINATING:

1. Kim Brandt, originally hired August 20, 2001, has submitted her resignation (attached) effective March 6, 2008. Kim was assigned to station 2.

**Chief Cole recommends accepting the resignation of Kim Brandt, effective March 6, 2008, with regrets.**

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. FIRE CHIEF PERFORMANCE DISCUSSION:

F.

VIII. GENERAL INFORMATION:

A. MUNICIPAL BILLINGS for February.

B. The flower fund balance is currently \$10.00.

C. Swartz Ambulance letter received March 6.

D. Flint Journal news articles dated both February 27 & 28.

E. SCAFD organizational chart effective March 7, 2008

F.

G.

H.

I.

J.

K.

L.

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

# REGULAR MEETING

FEBRUARY 26, 2008

## SWARTZ CREEK AREA FIRE DEPARTMENT

The regular scheduled meeting of the Swartz Creek Area Fire Board was held at Station #1, February 26, 2008. Chairman, Jason Christie, called the meeting to order at 7:00p.m.

### I. CALL TO ORDER:

- A. PLEDGE OF ALLEGIANCE
- B. ROLL CALL

### Board Members Present:

- Chairman, Jason Christie
- Secretary/Treasurer, Boots Abrams
- Clayton Representative, Rod Shumaker
- Clayton Representative, Richard Derby *arrived at 7:03pm*
- Clayton Representative, Norvel Johnson
- City Representative, Rick Clolinger

### Board Members Absent:

- Vice Chairman, Mike Messer

### Staff Present:

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

### Staff Absent:

- Asst. Chief, Eric Merriam
- Attorney, Bill Cavanaugh

### Others Present:

- Jack King, Batt. Chief
- Bob Plumb, Firefighter
- Karen Merriam, Firefighter
- Brendt Cole, Lieutenant
- Rich Tesner, Lieutenant
- Steve Tabit, Captain
- Anthony Davis, Firefighter
- James Barr II, Firefighter
- Dave Jones, Lieutenant
- Don Adams, Swartz Creek
- Curt Porath, Swartz Creek
- Dave Dorr, Douglass Safety

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

- Resolution 022608-01  
Motion by Boots Abrams  
Second by Norvel Johnson

The SCAFD Board does hereby approve the deletion of I.D. Special Presentation, change to VIII.C. Audit date, and Addition of VI.C. SCBA RFP to the agenda and approve the agenda as amended

YES: Abrams, Clolinger, Derby, Johnson, Shumaker, Christie  
NO: None Motion declared carried

### D. SPECIAL PRESENTATIONS:

## II. APPROVAL OF MINUTES

### A. JANUARY 21, 2008 BOARD MEETING

- Resolution 022608-02  
Motion by Norvel Johnson  
Second by Rick Derby

The SCAFD Board does hereby approve the minutes of the January 21, 2008 board meeting, as presented.

YES: Abrams, Clolinger, Derby, Johnson, Christie

ABSTAIN: Shumaker

NO: None Motion declared carried



**III. CORRESPONDENCE:****A. JANUARY INCIDENT SUMMARY REPORT:**

- **Resolution 022608-03**

Motion by Rick Derby

Second by Boots Abrams

The SCAFD Board does hereby accept the January 2008 Incident Summary, as presented

YES: Abrams, Clolinger, Derby, Johnson, Shumaker, Christie

NO: None

Motion declared carried

**IV. PROFESSIONAL SERVICE REPORTS:****A. JANUARY FINANCIAL STATEMENT:**

- **Resolution 022608-04**

Motion by Rick Derby

Second by Norvel Johnson

The SCAFD Board does hereby approve the January 2008 financial statement, as presented

YES: Abrams, Clolinger, Derby, Johnson, Shumaker, Christie

NO: None

Motion declared carried

**B. JANUARY BILLS LIST:**

- **Resolution 022608-05**

Motion by Norvel Johnson

Second by Rick Derby

The SCAFD Board does hereby approve the January 2008 bills list, as presented.

YES: Abrams, Clolinger, Derby, Johnson, Shumaker, Christie

NO: None

Motion declared carried

**V. COMMITTEE REPORTS:****A. BY-LAWS COMMITTEE MEETING:****B. MIOSHA, RIGHT TO KNOW COMMITTEE: NONE****1. HEALTH & SAFETY SUBCOMMITTEE: NONE****VI. OLD BUSINESS****A. APPARATUS UPDATE:****1. Monthly report from Batt. Chief King****B. FIRE DEPARTMENT EVALUATION STATUS:**

Comments regarding Section 3 page 18 (equipment brands) were heard from Captain Tabit

Comments regarding Section 3 page 20(next apparatus purchase) were heard from Chief Cole & Captain Tabit

Comments regarding Section 3 page 28 (AMA) were heard from Lieutenant Tesner

Comments regarding Section 4 page 5 (Cost Recovery) were heard from Chief Cole

**C. SCBA RFP (Request for Proposal): Quote from Douglass Safety for SCBA was received**

- **Resolution 022608-06**

Motion by Rod Shumaker

Second by Rick Clolinger

The SCAFD Board does hereby direct the Chief to move forward with the grant process for the SCBAs and inform the municipalities of the 95%-5% requirement from the municipalities if the grant is awarded. The chief is to include the bid packet from Douglass Safety with the pertinent information to the municipalities.

YES: Abrams, Clolinger, Derby, Johnson, Shumaker, Christie

NO: None

Motion declared carried

**VII. NEW BUSINESS****A. MEMBER TO BE PLACED ON PROBATION: None****B. MEMBER TO COME OFF PROBATION: None****C. MEMBERS RESIGNING/TERMINATING: None****D. MEMBERS ELIGIBLE FOR REINSTATEMENT: None****VIII. GENERAL INFORMATION****A. MUNICIPAL BILLINGS****B. FLOWER FUND IS CURRENTLY \$0.00****C. ANNUAL AUDIT TO BE PERFORMED 02/27/08****D. LETTER FROM CITY MANAGER BUECHE REGARDING INTERNET CONNECTION****E. NILES FAMILY THANK YOU LETTER****F. SOG 611 UPDATE****G. THANK YOU FROM ALARM 16****IX. OPEN TO THE PUBLIC:**

Porath: (to Dave Dorr) Clarified need does have impact on whether a FEMA grant is awarded

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

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

**XII. COMMENTS OF THE FIREBOARD:**

Derby: None

Abrams: Would like next meeting to be held at Station 1 due to anticipated audience size

• **Resolution 022608-07**

Motion by Rod Shumaker

Second by Boots Abrams

The SCAFD Board does hereby change the March 17, 2008 meeting place to Station 1 due to the anticipated audience size.

YES: Abrams, Clolinger, Derby, Johnson, Shumaker, Christie

NO: None Motion declared carried

Johnson: None

Clolinger: None

Shumaker: Thanks the Chair for his diligence and effort

Recognizes City Councilmen Don Adams and Curt Porath in the audience

Christie:

**XIII. ADJOURNMENT OF MEETING:**

Meeting adjourned at 8:30 p.m.

The next regular meeting will be 03/17/2008 at Station 1 at 7:00 pm

JASON CHRISTIE  
CHAIRMAN  
SWARTZ CREEK AREA FIRE BOARD

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 02/01/2008 through 02/29/2008

Printed: 03/06/2008

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec
0000014-000 7561 MILLER MS Delisa R Glenn	02/02/2008	17:59	1 411 Gasoline spill from fueling		16 \$ 0	0.00	8.00 \$ 0	1:27:00
					Officer in Charge COLE, BRENT D - CHIEF			
0000015-000 5331 Reuben ST	02/05/2008	04:07	12 571 Moveup as mutual aid		14 \$ 0	0.00	18.00 \$ 0	3:18:00
0000016-000 8399 Miller RD MRS Heather McGarry-Caldwell	02/08/2008	04:20	1 445 Electrical sparking; AMA rec'd	MR Anthony Caldwell	17 \$ 0	0.00	9.00 \$ 0	1:05:00
					Officer in Charge COLE, BRENT D - CHIEF			
0000017-000 10156 Duffield RD	02/09/2008	04:31	12 611 AMA to Gaines; cancelled		13 \$ 0	0.00	0.00 \$ 0	0:59:00
0000018-000 2377 Linden RD	02/11/2008	19:16	12 111 Comm Structure, MA to Flnt Twp		18 \$ 0	0.00	17.00 \$ 0	3:24:00
0000019-000 11446 W Cook	02/14/2008	21:26	12 111 Building fire, AMA Gaines Twp		21 \$ 0	0.00	17.00 \$ 0	2:29:00
0000020-000 Adjacent to 12131 Corunna RD MS Julie Hundley	02/19/2008	09:00	2 352 Reported Extrication; got out	MS Julie Hundley	11 \$ 0	0.00	12.00 \$ 0	0:49:00
					Officer in Charge KING, JACK L - BATT CHIEF			
0000021-000 9440 Miller RD MR David G Wilson	02/21/2008	22:27	1 131 Passenger vehicle fire	MR David G Wilson	17 \$ 1,500	7.00	9.00 \$ 0	2:18:00
					Officer in Charge KING, JACK L - BATT CHIEF			
0000022-000 4250 Beecher RD	02/24/2008	02:24	12 571 Cover assignment, standby, moveup		14 \$ 0	0.00	27.00 \$ 0	5:11:00
					Officer in Charge KING, JACK L - BATT CHIEF			
0000023-000 12183 Beecher RD MR Mike Koan	02/24/2008	11:16	2 631 Authorized controlled burning	MR Mike Koan	16 \$ 0	0.00	9.00 \$ 0	1:52:00
					Officer in Charge COLE, BRENT D J - LIEUTENANT			
0000024-000 84 Ashley CI MS SUSAN HECKMAN	02/26/2008	19:47	1 111 Structure fire	MS SUSAN HECKMAN	24 \$ 55,000	0.00	30.00 \$ 35,000	3:33:00
					Officer in Charge PLUMB, DAVID J - CAPTAIN/EM			
0000025-000 324 George ST	02/28/2008	01:24	12 111 Structure Fire-AMA to Flushing		17 \$ 0	0.00	10.00 \$ 0	3:36:00
					Officer in Charge Tesner, Richard R - LIEUTENANT			
0000026-000 Directions 128 1/2 I-69; Btw Morrish & Elms WB MS Laurie L Mueller	02/28/2008	14:30	1 131 Passenger vehicle fire	MS Laurie L Mueller	13 \$ 1,500	0.00	8.00 \$ 0	1:00:00
					Officer in Charge KING, JACK L - BATT CHIEF			

Incidents by Shift Including Exposures									
No. Resp	Total Hr:Min	Prop. Loss	Cont. Loss	0	1	2	3	4	
Totals: 211	31:01:00	\$ 58,000	\$ 35,000	0	3	5	5	0	27

The total number of incidents, including exposure fires is 13.

The number of exposure fires is 0

SWARTZ CREEK AREA FIRE DEPARTMENT  
Income/Expense Report  
For the Two Months Ending February 29, 2008

	Description	Current Mth	Y-T-D	Budget	Remain.Budget	% Budget
<b>Revenues</b>						
3582	OPERATING CONTRIBU	5,009.24	116,859.24	252,350.00	135,490.76	(0.46)
3583	EQUIPMENT CONTRIBU	0.00	0.00	45,350.00	45,350.00	0.00
3628	MISC. INCOME (SUNDR	5.00	5.00	0.00	(5.00)	0.00
3664	INVESTMENT INCOME	18.01	37.93	300.00	262.07	(0.13)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	<b>Total Revenues</b>	<b>5,032.25</b>	<b>116,902.17</b>	<b>298,000.00</b>	<b>181,097.83</b>	<b>(0.39)</b>
<b>Expenses</b>						
4703	SOCIAL SECURITY	805.10	2,019.12	12,000.00	9,980.88	0.17
4704	STAFF SALARIES	3,263.37	6,576.38	45,000.00	38,423.62	0.15
4705	MAIN/TRAIN-SALARIES	1,001.74	1,001.74	14,100.00	13,098.26	0.07
4706	OFFICER SALARIES	1,250.00	1,250.00	15,000.00	13,750.00	0.08
4707	FIREFIGHTERS SALARY	5,009.27	5,009.27	74,000.00	68,990.73	0.07
4708	DEFERRED COMPENSA	231.75	231.75	3,450.00	3,218.25	0.07
4709	MEDICAL-FIREFIGHTER	0.00	0.00	6,650.00	6,650.00	0.00
4727	OFFICE SUPPLIES	73.43	175.03	2,900.00	2,724.97	0.06
4728	BUILDING SUPPLIES	61.46	62.35	900.00	837.65	0.07
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	700.24	861.67	9,500.00	8,638.33	0.09
4801	CONTRACT SERVICES	95.00	200.00	8,000.00	7,800.00	0.03
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	273.87	283.87	4,650.00	4,366.13	0.06
4910	INSURANCE	50.00	17,284.00	29,900.00	12,616.00	0.58
4920	UTILITIES	1,971.78	2,369.01	16,000.00	13,630.99	0.15
4960	EDUCATION & TRAININ	181.21	1,441.21	11,200.00	9,758.79	0.13
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	0.00	0.00	15,060.00	15,060.00	0.00
4978	FIRE EQUIP.-MAINT/REP	524.65	1,062.07	17,725.00	16,662.93	0.06
4979	FIRE EQUIPMENT-UPGR	0.00	0.00	10,275.00	10,275.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatu	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMEN	0.00	0.00	900.00	900.00	0.00
4988	COMPUTER SOFTWARE/	0.00	300.00	550.00	250.00	0.55
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	<b>Total Expenses</b>	<b>15,492.87</b>	<b>40,127.47</b>	<b>298,000.00</b>	<b>257,872.53</b>	<b>0.13</b>
	Net Income/<Loss>	(10,460.62)	76,774.70	0.00		
3400	FUND BALANCE-Beginni	0.00	11,009.29	0.00		
	Fund Balance-End of Year	(10,460.62)	87,783.99	0.00		

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

					29-Feb-08
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
2/4/2008	14601	CLAYTON TWP	\$28.06	4920	SEWER STA 2 12/07
2/4/2008	14602	SCAFA	\$440.00	22024	ASSOC DUES
			\$50.00	22025	ASSOC PAGERS
2/4/2008	14603	MI STATE DISBURSEMENT UNIT	\$145.02	22026	FRIEND OF THE COURT
2/4/2008	14604	HALT FIRE EQUIP	\$217.65	4978	WINDSHIELD 41-11
			\$85.76	4727	SHIPPING
2/4/2008	14605	ICMA	\$353.42	22023	DF COMP EE PORTION
	(INTERNTL CITY/COUNTY MGT ASSOC.)		\$231.75	4708	DF COMP ER PORTION
2/4/2008	14606	MI MUNICIPAL W.C. FUND	\$50.00	4910	WORKERS' COMP AUDIT 06/07
2/4/2008	14607	TRUDY ONORE	\$45.00	4801	CLEANING SERVICES
2/4/2008	14608	CAREY ONORE	\$50.00	4801	CLEANING SERVICES
2/4/2008	14609	PAYROLL	\$5,220.86	1002	PAYROLL-FF
2/4/2008	14610	VALLEY PETROLEUM	\$82.91	4741	FUEL
2/4/2008	14611	VERIZON	\$263.87	4850	PHONE SERVICE STA 1 & 2
2/11/2008	14612	CHASE BANK	\$2,943.45	22021	01/07 SOC SEC
2/11/2008	14613	CONSUMERS ENERGY	\$718.45	4920	UTILITIES STA 2-01/08
2/11/2008	14614	DOUGLASS SAFETY	\$135.00	4978	GAS DETECTOR REPAIR
			\$6.25	4727	SHIPPING
2/11/2008	14615	GILL ROYS	\$11.82	4741	EQUIPMENT SUPPLIES
			\$19.07	4728	BUILDING SUPPLIES
2/11/2008	14616	ICMA	\$69.42	22023	DF COMP EE PORTION
2/11/2008	14617	PAYROLL	\$1,124.23	1002	PAYROLL-STAFF
2/11/2008	14618	STATE OF MICHIGAN	\$398.94	22022	01/08 STATE TAX
2/11/2008	14619	VISA	\$354.51	4741	CHARGERS/ABSORBENT/BATTERIES
			\$14.80	4727	SHIPPING
			\$42.39	4728	BUILDING SUPPLIES
			\$1,033.94	4960	CHIEFS MTG REFRESHMENTS/CPR ANNIES/CPR MANUALS
2/11/2008	14626	AUTO GLASS SPECIALIST	\$100.00	4978	WINDSHIELD REPAIR LABOR 41-11
2/25/2008	14627	APOLLO FIRE EQUIPMENT	\$72.00	4978	GAS FAN BUMPER
			\$9.11	4727	SHIPPING
2/25/2008	14628	CITY OF SWARTZ CREEK	\$1,065.78	4920	GAS/ELEC STA 1-01/08
			\$159.49	4920	WATER/SEWER STA 1 10/08-01/08
2/25/2008	14629	FIRE DEPT SAFETY OFF. ASSOC	\$85.00	4960	2008 MEMBERSHIP DUES
2/25/2008	14630	ICMA	\$69.42	22023	DF COMP EE PORTION
2/25/2008	14631	LOWES	\$186.43	4741	EQUIPMENT SUPPLIES
2/25/2008	14632	PAYROLL	\$1,038.17	1002	PAYROLL-STAFF
2/25/2008	14633	SCAFA	\$10.00	4850	CHIEFS PAGERS
2/25/2008	14634	VALLEY PETROLEUM	\$64.57	4741	FUEL
			(\$2,943.45)	22021	01/08 SOC SEC
			(\$398.94)	22022	01/08 STATE TAX
			\$2,475.79	22021	02/08 SOC SEC PAYABLE
			\$343.15	22022	02/08 STATE TAX
			(\$42.49)	4727	REIMB FROM COLE FOR OFFICE SUPPLIES
			(\$937.73)	4960	REIMB FROM SCAFA FOR CPR ANNIES
		TOTAL	\$15,492.87		

VOID CHECKS: 14620-14625

*u*

AS OF: March 11, 2008  
TO: Swartz Creek Area Fireboard  
RECORDED BY: Fire Chief Brent Cole  
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
------	------	------------	--------

11	98 Pumper	Station 1	In service.
----	-----------	-----------	-------------

12	91 Pumper	Station 2	Out of service.
----	-----------	-----------	-----------------

**Feb. 29:** All equipment removed for pending repair.

**March 10:** Contacted Halt Fire to find out progress of repair status. We were advised that they are waiting for fabrication prices from Pierce. Randy advised that due to the amount of unseen damage, it might be recommended that the unit be taken to Pierce for refurbishment, rather than local repair.

16	91 Squad	Station 1	In service.
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17	79 Grass Rig	Station 1	In service.
----	--------------	-----------	-------------

21	99 Pumper	Station 2	In service.
----	-----------	-----------	-------------

23	92 Tanker	Station 2	In service.
----	-----------	-----------	-------------

26	93 Squad	Station 2	In service.
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**DATE: March 10, 2008**

**TO: Swartz Creek Area Fire Board**

**FROM: Jason Christie, Fire Board Chair**

**RE: RFP for SCBA equipment**

Findings from the Swartz Creek Area Fire Department Evaluation indicate that there is a need for SCBA equipment. In recent years, the department has utilized SCBA apparatus made by ISI. With economic conditions as they are, compounded with the fact that purchases of this magnitude must be opened to more than one manufacturer, the fire board passed a resolution at its January meeting, asking Fire Chief Cole to compile a report about SCBA equipment.

In an email dated Jan. 24 from the chief to me, the chief indicated he and his designates found only three manufacturers who are marketing SCBA equipment that is NFPA 2007 compliant. He also indicated that it would be difficult to obtain pricing because most manufacturers will not provide accurate pricing because they are not compliant yet. The chief requested that the information contained in the email be used as his report to the fireboard for the February meeting.

I emailed the chief back indicating that the board needed more information for a report. I asked that the chief obtain pricing through an RFP from the three compliant manufacturers using a sample RFP I obtained from the City of Auburn Hills as a base document.

On Jan. 29th, I followed up with Chief Cole on the status of the RFP that was submitted to him.

Chief Cole emailed me back indicating Capt. Tabit was in charge of the bid process and that Tabit was in the process of reviewing and modifying the RFP that was supplied to fit the needs of the department. Chief Cole indicated that as long as the manufacturers were cooperative, he would have a full report prepared for the next fireboard meeting in Feb.

Upon deadline for RFP submissions, I met with the chief for review. Chief Cole indicated that he sent the RFP to 3 vendors.

Westshore who carries Scott  
Apollo who carries MSA  
Douglas Safety who carries ISI

Chief Cole indicated that only one vendor sent a response back (Douglas Safety). Cole said surprised that only one vendor sent a response back. He said that the representative from Apollo called to indicate that she could not bid on the RFP because the specs would only work using Scott equipment and she couldn't fulfill the need. The chief indicated that this was impossible as Douglas Safety submitted an ISI bid. He also said that if the RFP was for Scott then why Westshore wouldn't bid on

it. Chief Cole was asked during this meeting if he had called Westshore to inquire on bidding and he indicated he did not.

Following the February fireboard meeting, I had some reservations regarding the entire RFP process.

I asked fire chief on March 4th via email for the contact information for the two other recipients of the RFP. While the chief did supply this information, he was curious about the request.

In a return email to Chief Cole from me: "If this bid was done correctly, which I'm assuming it was, there should be no issues with me asking questions. It's my job to understand what goes on and how it's done. One reason I'm asking is that because none of the paperwork I reviewed indicated the other vendors which is standard in a competitive bid. It was just verbally mentioned...Which, in the future, if someone has a question, we have no documentation. The second reason is because it's unheard of in the industry especially in this economy to not bid on a potential high-dollar government contract such as this. The third reason I'm asking is because I wanted to make sure that our specifications weren't written so stringent that only ISI was appropriate."

In an return email from the Chief Cole, he said: "The attached PDF has the bid certification and the Apollo letter included. Argus and ISI are one in the same (manufacturer). Douglass Safety is the dealer (vendor). We always fill out a certificate of bid service form for major competitive bid processes, just in case someone questions whether we did request participation from various vendors. I don't know why someone wouldn't send in a bid either. I know when I talked to the Apollo lady, she said it was a Scott specification. Well, if that's the case, why didn't West Shore send a bid. Also, why didn't Douglass Safety (ISI dealer) have a problem with it. As far the specification sent out. I read it over and felt is was generic enough that it should not have been a problem. The bottom line for current SCBA specifications is that they must be NFPA 2007 compliant. Which all 3 models that we requested bids from are. I apologize for being curious about your request. I have to keep reminding myself that we are entering a new phase of justification, that will probably relax once it's realized that I'm doing things the way they are suppose to be done. If you have any other questions, you know I'll do my best to get you an answer."

The Chief also attached a letter dated Feb. 12 (note: letter was dated well before bid deadline) from Apollo indicating that they would be unable to bid on the on the SCBA equipment because it was specked in such a way that they did not carry a brand that met the specifications. The letter was date stamped by SCAFD as being received on March 3.

I next called Westshore and spoke with Bruce Sheck, the sales manager. Mr. Sheck was asked if he sent a bid in for the SCAFD SCBA equipment.

He immediately indicated he did well before the deadline. He also said he had not seen RFPs done like this before. He felt the questions were a bit "infantile". Whether he was referring to questions that were based on the Auburn Hills RFP or specific questions added from SCAFD, is unknown at this time. I let Mr. Sheck know that the fire board was informed that Westshore did not send a bid in. Mr. Sheck had no idea why SCAFD wouldn't have received it. Mr. Sheck was asked to resubmit the original document and he said he no longer had the original but could refill the bid out and send it to me. Mr. Sheck then dropped the bid off at city hall the following day.



Apollo: Deborah confirmed that Apollo did not bid on the project because they didn't have a brand that met the specs. She also mentioned that it was "clear that the bid was for ISI." The chief indicated that Apollo claimed the bid was for Scott. Deborah was asked how she knew it was for ISI and she said that "the ISI brand has a second stage regulator that fully integrates with the face mask as opposed to just attaching to the mask. It's the only brand that does that and that's why it's so expensive." She said that she has been in sales for fire equipment for many years and that while full integration is nice, there are no safety risks with their brand. She also told me that her boss "does not know a lot about SCBA equipment but also knew full well that it was a RFP for ISI equipment." Deborah also said the chief was rude to her in a telephone conversation, "very curt and did not seem to want to deal with me at all."

In review of the resubmitted bid from Westshore, there is a considerable cost savings by going with Scott. Many urban and suburban departments nationwide use Scott equipment. If it's good enough for these departments, shouldn't it be good enough for Swartz Creek?

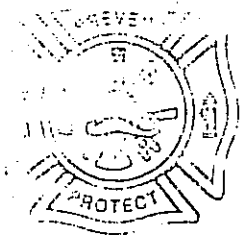
In review, while the bid submitted by Douglas should suffice for purposes of a grant application, although I feel this needs to be rebid for a final purchase. I suggest having an outside party (city or township) to put the RFP together, collect the proposals in sealed envelope fashion and open the bids with witnesses.

I have concerns over the future of the fire board being able to make wise decisions on purchases with procedures similar to our most recent RFP request. It is the board's duty to adhere to the fire evaluation and to make the necessary decisions.

UPDATE: March 11, 2008: In a phone discussion with the chief, I've asked him to not contact the other prospective vendors with a follow-up until after the fire board meets.

Respectfully Submitted,

Jason Christie  
Board Chair – Swartz Creek Area Fire Department



# Swartz Creek Area Fire Department

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

February 28, 2008

Firefighter [REDACTED]  
[REDACTED]  
Swartz Creek MI 48473



I have been informed that you did not attend the mandatory Blood Borne Pathogen (BBP) training held on February 24 & 25, 2007. Under SOG 407, section 3, it states the requirement to attend this training. Since you did not comply, you will be required to obtain BBP training after contacting Assistant Chief Merriam. If your CPR is current, you are exempt from this compliance. Please provide a current copy of your card ASAP to Assistant Chief Merriam.

In addition, under SOG 420, section 7, it states: More than two (2) consecutive violations OR an accumulation of more than three (3) violations in a two (2) year period may be grounds for continuation of probationary status OR placement on probation for six (6) months. Assistant Chief Merriam has advised me that this is the second consecutive offense and the third in two years. You are therefore placed on six (6) months probation effective February 26, 2008, and it will remain in effect until August 26, 2008.

If during the six (6) month period, another infraction should occur, a request to the Fire Board for dismissal will be made.

Until such time as I am notified of your make up training being completed, consider yourself suspended from all alarm responses, as prescribed under SOG 407, section 12, 1<sup>st</sup> Offense. Be advised that unless this matter is resolved on or before March 25, 2007, at that time your 2<sup>nd</sup> Offense will begin. In addition, this matter doesn't relinquish you from your assigned duties during this period.

Cordially,

Brent Cole  
Fire Chief

e:\cole\Suspensions\2008\Simpson Missed Mandatory BBP CPR + suspension 022808 .wpd

## Chief Brent Cole

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**From:** twofirekillers [twofirekillers@power-net.net]  
**Sent:** Thursday, March 06, 2008 21:32  
**To:** Chief Brent Cole  
**Subject:** retirement

Dear Chief Cole and members of the Swartz Creek Area Fire Department,

For almost 22 years I have been proud to say that I have belonged to the greatest organization there is. Due to my work schedule and personal life with my family I find I am no longer able to make the time needed for the fire department. So it is with a heavy heart and great sadness that I must inform you of my decision to retire from firefighting effective immediately. This was not an easy conclusion for me to come to.

I have made many good friends in the department and I shall miss being a part of the "family". If there is any way that I may assist you in my new role as spouse of a firefighter, please let me know, as I will be happy to continue to help with fundraisers etc, or whatever is needed. .

May each and every one of you continue to be blessed with good health and safety through the coming years.

Respectfully Submitted,

Kim Brandt

No virus found in this incoming message.  
Checked by AVG Free Edition.  
Version: 7.5.516 / Virus Database: 269.21.6/1316 - Release Date: 3/6/2008 18:58



SWARTZ CREEK AREA FIRE DEPARTMENT  
 153 B CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

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

# INVOICE

Invoice Number: 2008-08  
 Invoice Date: Mar 6, 2008  
 Page: 1

Duplicate

Bill To:

CITY OF SWARTZ CREEK  
 8543 CIVIC DRIVE  
 SWARTZ CREEK, MI 48473

Ship to:

Customer ID: CITY01  
 Customer PO: Due at end of Month  
 Sales Rep ID: Shipping Method: Courier  
 Ship Date: 3/31/08

Quantity	Item	Description	Unit Price	Amount
329.38	FIRE02	FIRE SERVICE 02/2008	12.83	4,213.70

Subtotal	4,213.70
Sales Tax	
Total Invoice Amount	4,213.70
Payment/Credit Applied	
<b>TOTAL</b>	<b>4,213.70</b>

Check/Credit Memo No:

4213.70

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

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

# INVOICE

Invoice Number: 2008-09  
 Invoice Date: Mar 6, 2008  
 Page: 1

Duplicate

Bill To:

CLAYTON TOWNSHIP  
 2011 MORRISH ROAD  
 SWARTZ CREEK, MI 48473

Ship to:

Customer ID: CLAY01  
 Customer PO: Due at end of Month  
 Sales Rep ID: Shipping Method: Courier  
 Ship Date: 3/31/08

Quantity	Item	Description	Unit Price	Amount
277.38	FIRE02	FIRE SERVICE 02/2008	12.85	3,564.43

Subtotal	3,564.43
Sales Tax	
Total Invoice Amount	3,564.43
Payment/Credit Applied	
<b>TOTAL</b>	<b>3,564.43</b>

Check/Credit Memo No:

3564.43



# Swartz Ambulance Service, Inc.

G-1225 W Hill Road  
Flint, Michigan 48507

Dispatch: (810) 239-2101 Administration: (810) 239-2103  
Admin. Fax: (810) 600-0606

Est. 1975

Harry C. Swartz, President

March 3, 2008

Swartz Creek Area Fire Department  
Attention: Chief Cole  
8100-B Civic Drive  
Swartz Creek, Michigan 48473

Dear Chief Cole:

It was brought to my attention that one of your firefighters was injured and transported to the hospital by Swartz Ambulance Service, Inc. on February 20, 2008. I sincerely hope that Mr. [REDACTED] will be back to work serving the Swartz Creek residents very soon. As a gesture of our appreciation for the selfless sacrifices that you and your staff make every day, we will be absorbing the cost of the transport for Mr. [REDACTED]

If we can be of assistance in the future, please do not hesitate to let us know.

Sincerely,

William (Bo) Jackson  
Administrative Director



"We Care"

14

## Flint Journal News Articles

February 27, 2008

### SWARTZ CREEK

#### Pair save woman from raging house fire

Two Good Samaritans were credited with rescuing a woman from a burning house Tuesday night.

The unidentified pair saw flames and smoke coming from a house on Ashley Circle near Hamilton about 7:45 p.m. and found the woman near the front door.

Flames were shooting through the roof when firefighters arrived, said Swartz Creek fire Capt. Dave Plumb.

The woman was taken to the hospital, but Plumb said she was alert when she left in the ambulance. Her condition was unknown.

Firefighters were trying to determine what caused the fire and said the home was a complete loss.

— Bryn Mickle

February 28, 2008

### SWARTZ CREEK

#### Neighbor starts fund to help fire victim

A neighbor of a woman critically injured in a house fire Tuesday night has started a donation fund for the woman.

Susan Heckman, 51, was pulled from her burning Swartz Creek Estates home by two good Samaritans who found her near the front door about 7:45 p.m.

The Ashley Circle house was a total loss, and neighbors are raising money to help Heckman.

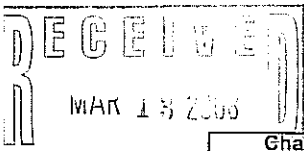
Neighbor Tina Plumb said she hopes people will open their hearts and give to a fund set up at Dort Federal Credit Union.

"Everybody's really concerned," Swartz Creek Estates manager Ginger Petrucha said.

Heckman remained in critical condition Wednesday at Hurley Medical Center in Flint.

A state police fire investigator will be looking into the cause of the fire.

— Bryn Mickle

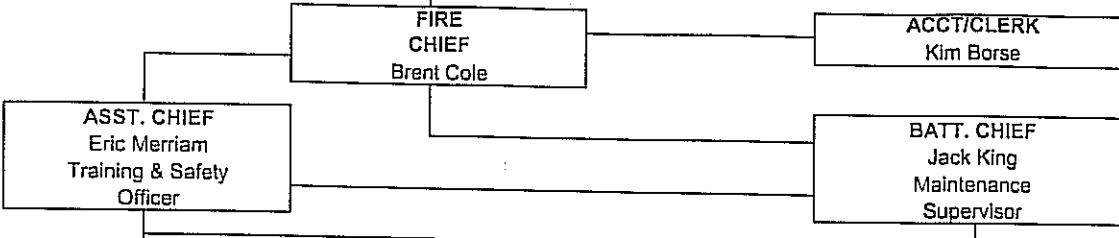


# Swartz Creek Area Fire Department

## Organization Chart



Fireboard						
Jason Christie Chairman EIOF Elected Official Swartz Creek	Mike Messer Vice Chairman Clayton Twp.	Boots Abrams Secretary Treasurer Swartz Creek	Rick Clolinger Citizens Representative Swartz Creek	Richard Derby Citizens Representative Clayton Twp.	Norvel Johnson Citizens Representative Clayton Twp.	Rod Shumaker Elected Official Clayton Twp.



STATION 1				STATION 2			
Capt. Steve Tabit - Quarter Master & Coordinator				Capt. Dave Plumb - Asst. Qtrmstr, Coordinator, Run % Monitor			
Lt. Mike Treiger - Fire Prevention & Station 1 Assignments				Lt. Dave Jones - Vehicle Inspections & Station 2 Assignments			
Lt. Brent Cole - Medical & Rehab Supplies				Lt. Rich Tesner - Uniforms			
	Leave Expires	Dir.Res.Start	Off Prob.		Leave Expires	Dir.Res.Start	Off Prob.
<i>FF Don Adams</i>			12/18/2007*	FF James Barr II			
FF Rod Armstrong				FF Robert Brandt		06/11/01	
FF Tiffany Forbes				FF Jarrad Brooks		07/16/07	
FF Jeffery Jarrad				FF Ann Christofferson			
FF Jeffrey Kelley				FF Anthony Davis		01/18/05	
FF Todd Kimbrue	12/15/2007			FF David Derby			
FF Angela Martin				FF Lori McKerracher		05/31/01	
FF Scott Martin				FF Karen Merriam			
FF Walter Melen	10/4/2007			<i>FF Bill Samida</i>			04/16/08
FF Doug Montgomery		06/16/06					
FF Brian Scott							
FF Todd Sherrill							
<i>FF Tony Simpson</i>			08/26/08				
FF Brian Sipes							
FF Ryan Spillane							
FF Kevin VanArsdale		04/15/04					
FF Brian VanWormer							
FS Joe Edgerton							
FS Bob Plumb							
RO Valerie Dow							
RO Rebecca Tabit							
On personal leave/Medical=			1	On personal leave/Medical=			0
Suspended=			0	Suspended=			0
Non-Probationary Total =			15	Non- Probationary =			8
Probationary Total =			1	Probationary =			1
Firefighter Subtotal =			17	Firefighter Subtotal =			9
Radio Operators =			2	Radio Operators =			0
Support =			2	Support =			0
Station Personnel Total =			21	Station Personnel Total =			9

\*Placed on probation June 18, 2007. Extended due to injury accident June 25, 2007

Total Officers =	9
Total Firefighters=	26
Support	2
Radio Operators =	2
Total active =	39

Officers =	9
Active non-probationary =	23
Active probationary =	2
Active Radio Operators =	2
Support	2
Suspended=	0
Medical or extended leave =	1
Total dept. force =	39

Name in italics = probationary status  
 Font = Suspension  
 Font = Leave of absence or sick leave  
 Firefighters with run direct status= 16 (9 Officers & 6 Firefighters)  
 Updated: 3/7/2008

16

(ADVANCE CONSTRUCTION CONTRACT)  
STP & LJT

CAB

Control Section	STU 25402
Job Number	102271
Project	STP 0825(013)
Federal Item No.	RR 6295
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	08-5082

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SWARTZ CREEK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Swartz Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 21, 2008, attached hereto and made a part hereof:

Hot mix asphalt resurfacing, drainage improvements, and pavement marking work along Elms Road from Highway I-69 northerly to the north city limits; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal and State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT has been approved for financing in part with State Local Jobs Today Program Funds; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:



## SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the State Local Jobs Today Program and the REQUESTING PARTY.

State Local Jobs Today Grant Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$116,250, or (2) an amount such that 20 percent is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of State Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to the cost incurred as advance construction in an amount such that the Federal Surface Transportation Funds do not exceed the lesser of: (1) \$465,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

The State Local Jobs Today Program loan, through a separate contract, is an amount equivalent to the estimated Federal Surface Transportation Funding applicable to the PROJECT that is not currently available. Said loan shall be used as advance construction dollars. Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, will be applied to any outstanding principal balance of the State Local Jobs Today Program loan for costs incurred on this PROJECT as advance construction.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds or State Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required from the REQUESTING PARTY for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 10 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds, State Local Jobs Today Loan Funds, and State Local Jobs Today Grant Funds as the PROJECT progresses.

Failure to make such payments within 10 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o); MSA 13A.20101(1)(l). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT

limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owners protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SWARTZ CREK

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title:

3/7/08  
*JCS*



February 21, 2008

EXHIBIT I

CONTROL SECTION	STU 25402
JOB NUMBER	102271
PROJECT	STP 0825(013)

<u>ESTIMATED COST</u>	
CONTRACTED WORK	
Estimated Cost	\$912,700

<u>COST PARTICIPATION</u>	
GRAND TOTAL ESTIMATED COST	\$912,700
Less State Local Jobs Today Grant Funds*	<u>\$116,250</u>
Balance	\$796,450
Less State Local Jobs Today Program Loan/Federal Funds (Advance Construction) Future Fiscal Year**	<u>\$465,000</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$331,450

\*State Local Jobs Today Grant Funds for the PROJECT are limited to an amount as described in Section 5.

\*\*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to cost incurred as advance construction and are limited to an amount as described in Section 5.

NO DEPOSIT



PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement
    - g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

- h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
    - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 3. Modification Or Construction Of Railroad Facilities
    - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
    - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.



The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation  
Bureau of Highways Technical Services  
425 W. Ottawa, P.O. Box 30050  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
  
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998



APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

#### Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CAB  
Control Section: STU 25402  
Job No.: 102271  
Project: STP 0825(013)  
Federal Item No.: RR 6295  
CFDA No.: 20.205 (Highway  
Research Planning  
& Construction)  
Contract No.: 08-8082

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**CITY OF SWARTZ CREEK**  
**LOCAL JOBS TODAY PROGRAM**  
**LOAN CONTRACT**

THIS LOAN CONTRACT, hereinafter referred to as the "CONTRACT," is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation, of 425 West Ottawa Street, P.O. Box 30050, Lansing, MI 48909, hereinafter referred to as the "DEPARTMENT," and the CITY OF SWARTZ CREEK, MICHIGAN, of 8083 Civic Drive, Swartz Creek, MI 48473-1377, hereinafter referred to as the "RECIPIENT."

WITNESSETH:

WHEREAS, Act 51, Public Acts of 1951, as amended, authorizes the DEPARTMENT to enter into contracts with boards of county road commissioners, incorporated cities, and villages for the loaning of funds for the purpose of constructing transportation infrastructure improvements, as described in the second paragraph of Article IX, Section 9, of the Michigan Constitution of 1963, as amended;

NOW, THEREFORE, the parties agree to the following:

**Section 1. PURPOSE**

The purpose of this CONTRACT is to assist the RECIPIENT in financing transportation infrastructure improvements, as described in the second paragraph of Article IX, Section 9, of the Michigan Constitution of 1963, as amended, through the project described below, hereinafter referred to as the "PROJECT." Such assistance will be provided by the DEPARTMENT in the form of a loan. Funds will be used for pre-approved purposes only. The DEPARTMENT has the discretion and the authority to recall, freeze, or limit disbursement of any funds or a portion thereof if the purpose or manner of expenditure by

the RECIPIENT is inconsistent with this CONTRACT and/or with federal or state laws, regulations, rules, or policies.

Hot mix asphalt resurfacing, drainage improvements, and pavement marking work along Elms Road from Highway I-69 northerly to the north city limits; and all together with necessary related work.

## **Section 2. CONTRACT TERM**

This CONTRACT will be in effect from the date of award through September 30, 2010.

## **Section 3. PROJECT FUNDING, BILLINGS, AND PAYMENTS**

The DEPARTMENT will loan the RECIPIENT \$465,000. The RECIPIENT will pay interest at the rate of 4 percent annually. The loan funds will be used only for the PROJECT. The DEPARTMENT will retain the loan funds and make payments to PROJECT contractors and subcontractors on the RECIPIENT's behalf. The RECIPIENT directs the DEPARTMENT to convert federal advanced construction funds as soon as they become available. The assessment of interest will begin when the DEPARTMENT expends loan funds on the RECIPIENT's behalf. It is understood that the loan funds provided under this CONTRACT will not be sufficient to pay all PROJECT costs.

The loan under this CONTRACT is subject to the RECIPIENT's repayment in the following manner: federal aid reimbursement applicable to the PROJECT will be used to pay principal on the loan, and the DEPARTMENT will invoice the RECIPIENT annually for the actual amount of interest. The invoiced amounts will be due and payable within thirty days. Final payment of all principal and interest on the loan must be made on or before September 30, 2010.

If the RECIPIENT fails to make any of its required payments when they are due, the DEPARTMENT will immediately notify the RECIPIENT of such default and of the amount thereof, and if such default is not corrected by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the RECIPIENT from the Michigan Transportation Fund, but only after sufficient money has been returned to the county road commission, city, or village to provide for the payment of contractual obligations incurred or to be incurred and principal and interest on notes or bonds issued or to be issued under 1941 PA 205, 1943 PA 143, 1952 PA 175, or Section 18c or 18d of 1951 PA 51, sufficient monies to remove the default and to credit the RECIPIENT with payment thereof and to notify the RECIPIENT in writing of such fact.

The RECIPIENT agrees that the costs reported to the DEPARTMENT for this CONTRACT will represent only those items that are properly chargeable in accordance with this CONTRACT. The RECIPIENT also certifies that it has read the CONTRACT terms and has made itself aware of the applicable laws, regulations, and terms of this CONTRACT that apply to the reporting of costs incurred under the terms of this CONTRACT.

#### **Section 4. ADMINISTRATION**

The DEPARTMENT will administer all phases of the PROJECT on behalf of the RECIPIENT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT, in accordance with the Local Agency Cost Participation Contract, as described in Section 9.

Any change in the scope or character of the PROJECT or in the cost, term, or other provision of the CONTRACT will be by a prior written amendment to this CONTRACT awarded by the parties.

In case of any discrepancies between the body of this CONTRACT and any exhibits hereto, the body of the CONTRACT will govern. The headings used in this CONTRACT are for convenience and identification purposes only and do not form a binding part of this CONTRACT.

#### **Section 5. COMPLIANCE ACTIVITIES**

The RECIPIENT will, in the performance of this CONTRACT, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and local statutes, ordinances, and regulations and will obtain or have its contractors and subcontractors obtain all permits that are applicable to the entry into and performance of this CONTRACT.

The RECIPIENT will secure any agreements or approvals from railroad companies, utility companies, governmental agencies, or private parties required for construction of the PROJECT.

This CONTRACT will be interpreted, construed, and enforced in accordance with the laws of the State of Michigan.

By signing this CONTRACT, the RECIPIENT certifies that it has obtained or will obtain all necessary environmental protection permits and clearances prior to the beginning of the construction of the PROJECT.

#### **Section 6. BREACH AND TERMINATION**

In the event that any of the following occur, the DEPARTMENT may consider the RECIPIENT to be in default with respect to this CONTRACT:

- a. The RECIPIENT misrepresents any documentation or information provided to the DEPARTMENT to secure loan financing.
- b. The RECIPIENT fails to make a payment of any installment of interest under this CONTRACT or fails to make a due payment of any other debt or obligation now or later owed by RECIPIENT to the DEPARTMENT.
- c. The RECIPIENT defaults in the performance of any other obligation to the DEPARTMENT under this CONTRACT.

- d. The RECIPIENT becomes insolvent or makes an assignment for the benefit of creditors.
- e. Any guarantee or pledge made by the RECIPIENT that now or later secures payment for any or all indebtedness arising from this CONTRACT becomes terminated or limited for any reason (except as otherwise set forth herein or in 1951 PA 51) without the prior written consent or agreement of the DEPARTMENT.
- f. At any time the DEPARTMENT, acting in good faith, has cause to believe that the prospect of payment or performance under this CONTRACT is impaired.

In the event that the RECIPIENT fails to comply with the provisions of this CONTRACT, including the default provisions herein, and such noncompliance by the RECIPIENT continues for a period of ten (10) days after written notification of such noncompliance without an effort by the RECIPIENT to begin to diligently pursue remedies for such noncompliance, the DEPARTMENT will have the right, at its option and notwithstanding any waiver by the DEPARTMENT or any prior noncompliance, to demand the immediate return of the full outstanding balance of the loan financing and to terminate this CONTRACT.

The exercise of such right by the DEPARTMENT will not impair any other rights of the DEPARTMENT under this CONTRACT or any rights of action against the RECIPIENT for the collection of remaining monies due the DEPARTMENT and/or the recovery of damages.

#### **Section 7. CONTRACTUAL OBLIGATIONS**

Both parties will make reasonable efforts to satisfy promptly their surviving obligations to each other necessary to complete their contractual relationships after expiration or termination of this CONTRACT. This provision is not intended to nor does it create or confer any rights upon any person or entity not a party to this CONTRACT.

#### **Section 8. PERFORMANCE RESPONSIBILITY**

Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

#### **Section 9. LOCAL AGENCY COST PARTICIPATION CONTRACT**

The DEPARTMENT and the RECIPIENT agree that, with respect to the PROJECT, the RECIPIENT will enter into a Local Agency Cost Participation Contract consisting of Part I and Part II (Standard Agreement Provisions) with the DEPARTMENT prior to the disbursement of loan funds.

## **Section 10. NOTICES**

All notices required hereunder will be in writing and will be deemed to have been duly given if personally delivered or sent by certified mail, return receipt requested, postage paid, or by telegram addressed as shown below, or by confirmed facsimile machine message, unless notified differently in writing by the other party.

If to the DEPARTMENT:

Michigan Department of Transportation  
Financial Operations Division  
425 West Ottawa Street  
P.O. Box 30050  
Lansing, MI 48909

If to the RECIPIENT:

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1377

## **Section 11. SEVERABILITY**

If any term, covenant, condition, or provision (or any part thereof) of this CONTRACT or the application thereof to any party or circumstance will at any time or to any extent be held to be invalid or unenforceable, the remainder of this CONTRACT or the application of such term or provision (or remainder thereof) to parties or circumstances other than those to which it is held to be invalid or unenforceable will not be affected thereby, and each term, covenant, condition, and provision of this CONTRACT will be valid and will be enforced to the fullest extent permitted by law.

## **Section 12. ASSIGNMENT**

This CONTRACT may not be assigned without the express prior written approval of the non-assigning party, which approval will not be unreasonably withheld.

## **Section 13. ACCESS AND AUDIT**

- a. The RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this CONTRACT, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this CONTRACT.
- b. The RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this CONTRACT. In the event of a dispute with regard to the allowable expenses or any other issue

under this CONTRACT, the RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. The RECIPIENT will allow the DEPARTMENT or its representative to inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. The RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507).
- e. The RECIPIENT will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.
  - i. Recipients expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will submit two (2) copies to the address in part ii below:

- The Reporting Package
- The Data Collection Form
- The audit firm management letter to the recipient, if issued.

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- ii. Recipients expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that an OMB Circular A-133 audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, and the name(s) of the DEPARTMENT federal programs. This information must also be submitted to the address below.

Address: Michigan Department of Transportation  
Financial Operations Division  
425 West Ottawa Street  
P. O. Box 30050  
Lansing, MI 48909

- iii. Recipients must also comply with applicable state laws and regulations relative to audit requirements.
- iv. Recipients will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.



- v. All recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- f. If any part of the work is subcontracted, the RECIPIENT will assure compliance with subsections (a), (b), (c), (d), and (e) above for all subcontracted work.

**Section 14. PROHIBITION OF DISCRIMINATION**

- a. In connection with the performance of the PROJECT under this CONTRACT, the RECIPIENT (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated March 1998, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this CONTRACT.
- b. During the performance of this CONTRACT, the RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2003, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this CONTRACT.

**Section 15. ASSIGNMENT OF ANTITRUST RIGHTS**

With regard to claims based on goods or services that were used to meet the RECIPIENT’s obligation to the DEPARTMENT under this CONTRACT, the RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The RECIPIENT shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the RECIPIENT’s obligation to the DEPARTMENT under this CONTRACT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The RECIPIENT shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the RECIPIENT’s obligation to the DEPARTMENT under this CONTRACT may have occurred or is threatened to occur. The RECIPIENT shall also notify the DEPARTMENT if it becomes aware of any person’s intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services

that were used to meet the RECIPIENT's obligation to the DEPARTMENT under this CONTRACT.

**Section 16. AWARD CONTINGENCY**

Award of this CONTRACT will be contingent upon the RECIPIENT providing the DEPARTMENT with a duly adopted resolution authorizing a representative of the RECIPIENT to award this CONTRACT and undertake the PROJECT.

**Section 17. FEDERAL TAX CODE**

The RECIPIENT is a political subdivision of the State of Michigan that qualifies as a "government unit" within the meaning of Sections 141(b)(6)(A) and 141(c)(1) of the Internal Revenue Code of 1986, as amended, hereinafter referred to as the "CODE."

The RECIPIENT hereby covenants and agrees for the benefit of the DEPARTMENT that it will comply with the applicable requirements of Section 149 of the CODE.

The RECIPIENT will not permit at any time or times any of the property financed with the proceeds of the loan funds that would result in the exclusion of any bonds of the DEPARTMENT from the treatment afforded by Section 103(a) of the CODE, as from time to time amended, by reason of the classification of such bonds as "private activity bonds" within the meaning of Section 141(a) of the CODE, or as obligations guaranteed by the United States of America, as provided in Section 149(b) of the CODE, or cause interest on the bonds to be includable in gross income for federal income tax purposes.



APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

JENNIFER M. GRANHOLM  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

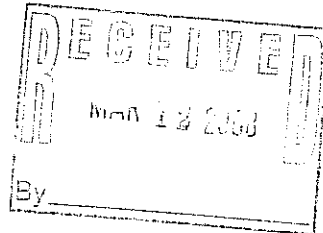
March 10, 2008

MUST Be

RETURNED BY

April 1st

Ms. Mary Jo Clark  
Clerk  
City of Swartz Creek  
8083 Civic Drive,  
Swartz Creek, MI 48473-1377



Dear Ms. Clark:

RE: MDOT Contract No.: 08-8082  
Control Section: STU 25402  
Job Number: 102271

Enclosed is the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

     **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.

     **Secure the necessary signatures on all contracts.**

     **Include a certified resolution.** The resolution should specifically name the officials who are authorized to sign the contracts.

     **Return all copies of the contracts to my attention of the Department's Design Division, 2<sup>nd</sup> floor for MDOT execution.**

**In order to ensure that the work and payment for this project is not delayed, the agreement needs to be returned within 35 days from the date of this letter.**

A copy of the executed contract will be forwarded to you. If you have any questions, please feel free to contact me at (517) 335-2264.

Sincerely,  
*Jackie Burch*  
Jackie Burch  
Contract Processing Specialist  
Design Support Area

Enclosure



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

JENNIFER M. GRANHOLM  
GOVERNOR

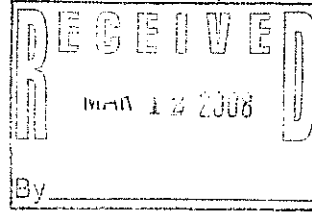
KIRK T. STEUDLE  
DIRECTOR

March 10, 2008

MUST BE

RETURNED

Ms. Mary Jo Clark  
Clerk  
City of Swartz Creek  
8083 Civic Drive,  
Swartz Creek, MI 48473-1377



By

APAZL  
1st

Dear Ms. Clark:

RE: MDOT Contract No.: 08-5082  
Control Section: STU 25402  
Job Number: 102271

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Sincerely,  
*Jackie Burch*  
Jackie Burch  
Contract Processing Specialist  
Design Support Area

Enclosure

# **City of Swartz Creek**

**Department of Police**

**Chief RICK CLOLINGER**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

**To: Paul Bueche, City Manager**  
**From: Rick Clolinger, Chief of Police**  
**Date: 3-20-08**  
**Ref: Auction of City Owned Vehicle**

Some time in the next 60 days the Genesee County Purchasing Department will be holding the 2008 County Auction. I would request from the City Council a resolution to place a city owned vehicle in that auction for sale. The vehicle is listed below:

**2004 Ford Crown Victoria Police Interceptor**  
**VIN: 2FAHP71W74X139405 Black in Color 4Dr.**  
**80226 Miles.**

This vehicle was purchased January 30, 2004, and was used as a patrol vehicle until March of 2008. Considering its age, miles, and condition it is time to remove it from our fleet and dispose of it by auction. Our fleet will now consist of 3 fully marked police vehicles, 1 semi-marked police vehicle, and two staff/detective vehicles.

Any questions please feel free to call me.



**Rick Clolinger**  
**Chief of Police**



# SEYMOUR ROAD CONSTRUCTION

## SIGN-IN

3-12-2008

NAME	Address	PHONE
Margaret Cochran	5276 Seymour	810-635-3846
SHAD WEISS	1503 Pine St.	989-737-3046
BRUCE WEISS	" " "	989-895-5861
Michael Gooley	9162 Chesterfield	810-635-3948
John Edwards	5186 S. Seymour Rd	810-630-0507
David Hurt	9214 Chesterfield	635-7706
Mike Shumaker	4084 Jennie Ln.	
Bruce Banta	5371 Seymour	810-635-3450
LINDA SMYTH	5351 Seymour	810 635 7112
THOMAS E SMITH	5300 SEYMOUR	810 635-7868
LAURA LEYANNA	5202 SEYMOUR	810-635-0474
Jason Leyanna	5202 Seymour	810-635-0474
Richard Abrams	5352 Greenleaf	810/65-9224
Scott Abrams	5352 Greenleaf Dr	810-635-9224
Lou Fleury, Inc.		
PAUL BUECHER	8083 Civic	
ADAM Zettel	" "	



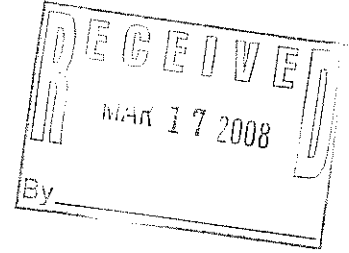
# Genesee County Board of Commissioners

1101 BEACH STREET, ROOM 312

FLINT, MICHIGAN 48502

TELEPHONE (810) 257-3020  
FAX (810) 257-3008

March 14, 2008



– COMMISSIONERS –

RAYNETTA P. SPEED  
DISTRICT 1

WOODROW STANLEY  
DISTRICT 2

JAMIE W. CURTIS  
DISTRICT 3

JOHN NORTHRUP  
DISTRICT 4

MILES T. GADOLA  
DISTRICT 5

PATRICIA LOCKWOOD  
DISTRICT 6

ARCHIE H. BAILEY  
DISTRICT 7

TED HENRY  
DISTRICT 8

ROSE BOGARDUS  
DISTRICT 9

DAN HARRELL  
COORDINATOR

Mr. Paul Bueche  
City of Swartz Creek City Manager  
8083 Civic Drive  
Swartz Creek, Michigan 48473

Dear Mr. Bueche:

At the request of several municipalities in my district, I invite you to attend an informative meeting on Wednesday, March 19, 2008, 2:00 – 4:00 p.m. to discuss the County's Emergency Management Services ordinance. This meeting will take place at the Swartz Creek City Council Chambers, 8083 Civic Drive, Swartz Creek. Many discussions are taking place on the challenges and merits of this EMS ordinance. I feel it will be beneficial to us all to bring those discussions to the table and have the opportunity to ask questions of those who have worked to craft this ordinance.

We are suggesting that the Fire Chiefs, Police Chiefs, City Manager, and Mayor, or Township Supervisor or their designee join us. In addition, Bruce Trevithick, Genesee County Medical Control Authority; Commissioner Jamie Curtis, representing the EMS Subcommittee; Celestè Bell, Assistant Genesee County Corporation Counsel; and I will be in attendance. The results of this meeting will be shared with all Genesee County Commissioners.

Please email [dharrell@co.genesee.mi.us](mailto:dharrell@co.genesee.mi.us) or call Dan at (810) 257-3020 with the names of those individuals who are able to attend.

Thank you for your time and commitment.

PAT LOCKWOOD, DISTRICT 6  
GENESEE COUNTY  
BOARD OF COMMISSIONERS  
810-516-9480

# NOTICE OF MEETING

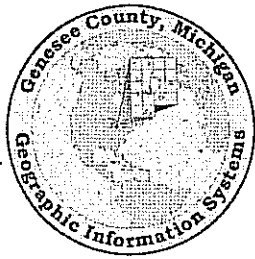
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A quorum of the Swartz Creek City Council *may* be present at a meeting called by Genesee County 6<sup>th</sup> District Commissioner Pat Lockwood. The meeting will be held at the Swartz Creek City Hall Council Chambers, 8083 Civic Drive, Swartz Creek Michigan, at 2:00 P.M. on Wednesday March 19, 2008.

The meeting has no agenda and no action will be taken. The purpose of the meeting is informational, the topic being the recently enacted Genesee County Ordinance regulating Emergency Medical Services.

The public is welcome to attend.

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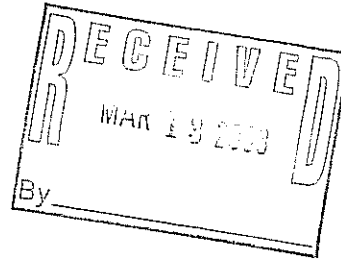


**GENESEE COUNTY GIS DEPARTMENT**

1101 Beach Street, Room 210, Flint, MI 48502-1468

Telephone (810) 257-3074 Fax (810) 768-7954

gis@co.genesee.mi.us



March 12th, 2007

Paul Bueche, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1498

Subject: Pictometry and Orthoimagery Project License Conversion and 2009 Flight

Dear Mr. Bueche,

In 2005 the Genesee County GIS Department coordinated the Pictometry partnership between 33 local governments and agencies within Genesee County in order to obtain the Pictometry oblique and orthogonal imagery and software for all participants. This imagery and software has been installed at City and Township offices, Assessor's offices and many Fire Departments. The original license agreement for this project is for the term of two years expiring on May 31<sup>st</sup>, 2008. Originally, it was hoped to obtain new imagery on a two year schedule and there is an option for extension included in the original license document for this purpose. However, due to the budget constraints of many participants and flight scheduling requirements it has proven impractical to pursue a new flight for Spring 2008.

Instead, we are currently planning to fly new Pictometry imagery in Spring 2009. In order to continue using the imagery beyond the expiration of the original contract date [May 31<sup>st</sup>, 2008], we are obligated to pay a 'perpetual license conversion fee.' This is a one-time fee that will grant, to all participants, permanent use of the Spring 2006 imagery and includes an annual license fee for the use of the EFS (Electronic Field Study) software. If we are able to contract for a new flight within one year, the Conversion fee will be fully credited to the cost of that new flight.

If all partners continue to participate, the anticipated cost for the Pictometry License Conversion for the City of Swartz Creek will be **\$146** and the additional cost for the Spring 2009 flight is anticipated to be **\$1221** for a total project cost of **\$1,367** through about May 2011.

In order to continue using the Pictometry imagery without interruption we need to commit to this License Conversion in advance of the May 1<sup>st</sup> deadline.

Over the next few weeks we plan to have an amendment to the original Pictometry intergovernmental agreement approved by the County Board of Commissioners. At that time we will send that amendment for your approval along with an invoice for the Perpetual License Conversion fee.

In order to obtain updated Pictometry oblique imagery in Spring 2009 we will develop a new Intergovernmental Agreement and distributed it in the coming months. If all partners continue with the program, the total cost to **City of Swartz Creek** is expected to be **\$1,367** for imagery use through 2011. Please note also, that this will provided somewhat higher resolution imagery for all areas of the County and will be at least 15% less expensive than the previous project cost for most participants.

Thank you for participating in this valuable project. If you have any questions or require additional information, please do not hesitate to contact me (810.257.3163).

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Koleda". The signature is fluid and cursive, with the first name "Ken" and last name "Koleda" clearly distinguishable.

Ken Koleda, Director  
GIS Department  
Genesee County

**CITY OF SWARTZ CREEK, MICHIGAN  
NOTICE**

**THE CITY OF SWARTZ CREEK IS SEEKING BIDS FOR THE REMOVAL AND REINSTALLATION OF THREE FLOOR DRAINS LOCATED IN THE SWARTZ CREEK PUBLIC SAFETY BUILDING. SPECIFICATIONS FOR THE JOB ARE AVAILABLE AT THE SWARTZ CREEK CITY OFFICES, 8083 CIVIC DRIVE. SEALED BIDS ARE DUE IN THE CITY OFFICES ON OR BEFORE APRIL 7, 2008 AT 2:00PM.**

**JUANITA AGUILAR  
CITY CLERK**

**\*\*\*\*\*END OF NOTICE\*\*\*\*\***

**PUBLISH: SUNDAY, MARCH 23, 2008**

**SWARTZ CREEK NEWS**

**PROOF REQUIRED**

**PLEASE BILL: CITY OF SWARTZ CREEK  
8083 CIVIC DRIVE  
SWARTZ CREEK, MI 48473**

**REFERENCE ACCOUNT # 8128**

March 14, 2008

**Subject: Swartz Creek Marathon**

Attention Owner, Swartz Creek Ventures, LLC:

**This letter and attached municipal civil infraction citation is written to inform you that your property, located at 7026 Miller Road, parcel number 58-36-576-001, is currently in violation of the city ordinance pertaining to blight and pylon signs.**

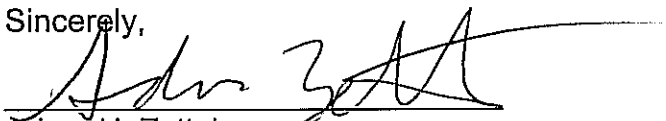
It has come to the city's attention through numerous complaints and documented events that the above property is blighted and a hazard to the health, safety, and welfare of the City of Swartz Creek. The property has deteriorated to the extent that it is causing damage to vehicles traveling on the site and is also a target of criminal and other illicit activities. Furthermore, the building on the property was reported and subsequently confirmed to be unsecured and needed to be secured at the taxpayers' expense to protect the public.

As Zoning Administrator, I have concluded that the conditions on the premises constitute a violation of blight under the City's ordinances. The blight is having a negative effect on the appearance, function, and values of the surrounding neighborhood. Furthermore, previous attempts to ameliorate these blighting conditions through conversations with the property owner and his representatives have been unsuccessful. **The attached citation requests injunctive relief to remedy the blight.**

**Due to the abandonment of this property, be advised that the pylon sign on the premises must be removed per zoning ordinance 21.10D.** If the sign is not removed within 60 days, the city shall remove it and place the cost of removal on the tax roll.

Please contact me directly if you have any comments or inquiries on the matter.

Sincerely,



Adam H. Zettel  
Assistant City Manager/Zoning Administrator  
City of Swartz Creek

**City of Swartz Creek  
Building Department**

**Memorandum**

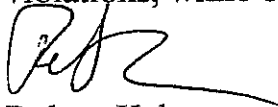
Date: March 10, 2008

To: Adam Zettel

From: Robert Kehoe Building Official

Subject: 7026 Miller Rd.

On Tuesday, March 4, 2008, I performed an inspection at 7026 Miller Rd. in Swartz Creek. The building has been un-occupied for several years and has fallen into a state of dis-repair. Some of the items found include a cave-in under the parking lot, a retaining wall that has fallen down, peeling paint, a wiring junction box that is accessible, un-capped covers for the tank fills, and an abandoned sign. Some of these items are building code violations, while others are zoning ordinance violations.



Robert Kehoe  
Building Official  
City of Swartz Creek  
810-635-4464



# **City of Swartz Creek**

## **Department of Police**

**Chief RICK CLOLINGER**

8100-A Civic Drive

Swartz Creek, Michigan 48473

Phone: (810)-635-4401

Fax: (810)-635-3728

**TO: Paul Bueche, City Manager**  
**FROM: Rick Clolinger, Chief of Police**  
**DATED: March 13, 2008**  
**REF: Abandoned Marathon Station at 7026 Miller Road, Swartz Creek MI**

Sir,

This letter is a response to the City Manager's Office to comment on the abandoned Marathon Station located at 7026 Miller Road, parcel #58-396-576-001, as it relates to public safety.

Private property accident report #05-601 and #07-798 report two separate incidences in which drivers from out of town accidentally entered the site and struck a cement pillar that used to serve as a foundation for a light pole that has since fallen over and been removed. Though this particular pillar has since been removed, other factors on the site still have strong potential to cause damage to vehicles or persons on the property. Specifically, the existence of a sink hole by the building and open fill tank covers may be dangerous. The site has also been the scene of a larceny in which I observed the suspects attempting to load abandoned gas pumps into the back of a pick up truck. Though the approximate cause of such criminal activity may not be the abandonment or the alleged blight, it is clear that these factors are strong contributors.

On March 12, 2008, upon inspecting the property, R/O observed the front door of the building to be unlocked and open as the lock had been knocked out of the front door. By pushing the door open entry can be gained to the interior of this building which also creates several hazardous situations to anyone who enters the building. The hazard includes large amounts of broken glass and different articles lying around the interior of the building. Also there is no electricity or lights so partial interior of the building is also dark.

On March 12, 2008 R/O attempted to make contact of the owner of the building by cell phone and a message was left for the owner of the property to secure the front door. R/O advised in this recorded message on the owner's cell phone that he would be given until 3:00 p.m. on this date of March 12, 2008 to respond in reference to the open door on the front of the building. There was no response from the owner at which time the Swartz Creek Department of Public Services secured the front door by padlock.

Such abandonment, according to Order Maintenance Policing Theory, encourages illegal activities to occur that would otherwise not occur to the property that appears to be under surveillance and maintained. This is further evidenced by the appearance of a solicitor on the site that operated from a

vehicle, without permission of the land owner or City, until they were removed by the City. This site also attracts semis' for overnight parking as well as a place for teens to gather.

In its current condition this site appears to pose a danger to persons and property. This danger increases when unauthorized users attempt to make use of the property and attract motorists for soliciting purposes, further taxing the departments personnel in policing the vicinity.

Respectfully submitted,



Chief Rick Clolinger  
City of Swartz Creek

## Paul Bueche

---

**From:** Paul Bueche [PBueche@cityofswartzcreek.org]  
**Sent:** Thursday, March 20, 2008 9:31 PM  
**To:** Paul Bueche (Home)  
**Subject:** FW: Planning & Zoning Alert  
**Attachments:** image002.jpg; image004.png; image006.jpg; image007.jpg; New Planning Enabling Act Newsletter.pdf

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**From:** April Cheeseman [mailto:cheeseman@lsplanning.com]  
**Sent:** Thursday, March 20, 2008 4:01 PM  
**To:** strader@lsplanning.com; LeBlanc; lazdirs@lsplanning.com; Carmine; moore@lsplanning.com; Steve Van Steenhuyse; Rose Scovel; Sherrin Hood; Rob; Sara Schillinger ; borden@lsplanning.com; Eric Frederick; Maise@lsplanning.com; Cramer, Robert; Purdy; Langworthy Strader LeBlanc & Assoc., Inc.; Karen Droski; Steve Trott  
**Subject:** Planning & Zoning Alert



### LSL Planning: Planning & Zoning Alert

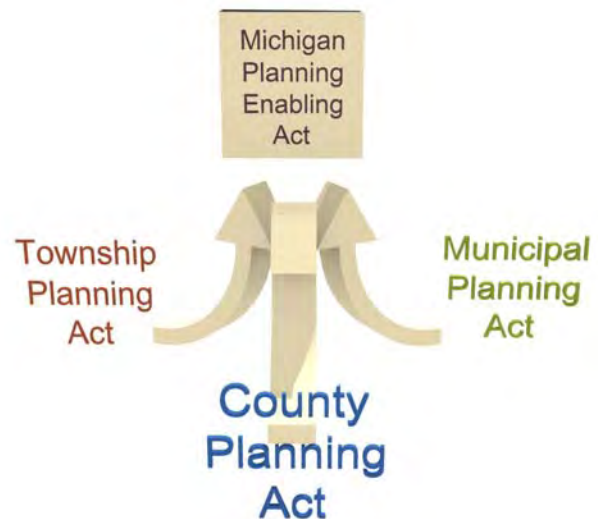
In the past 20 days, two new Michigan Public Acts have been signed that have significant implications on planning in our great state. Please take a moment to review the highlights of each act, listed below, as they pertain to your community. For additional information and reference, we have also attached an in-depth summary of the new Acts. The attached alert can also be found on our website at [www.lsplanning.com/firm/news.html](http://www.lsplanning.com/firm/news.html).

LSL is ready to assist communities in preparing new master plans that meet the new requirements of the Planning Enabling Act. LSL would be happy to assist communities in the necessary amendments to local zoning ordinances as a result of these new acts. Additionally, LSL can help communities with developing a Capital Improvements Program.

#### Michigan Planning Enabling Act (Michigan Public Act 33 of 2008)

On March 13, 2008, the Governor signed Senate Bill 206 that unifies the three current planning acts for municipalities, townships and counties into a single Michigan Planning Enabling Act (Michigan Public Act 33 of 2008). This Act provides for the formation of planning commissions and the procedures for preparing, adopting, amending, and implementing master plans. A summary of the changes as they affect local planning include:

1. Planning commissions must consist of 5, 7 or 9 members.
2. Planning commissions must meet a minimum of 4 times a year.



3. Planning commissions must make an annual written report to the legislative body
4. The master plan must include an explanation for how the land use categories on the future land use map relate to the districts on the zoning map.
5. Means of implementing the master street plan in cooperation with the county road commission and MDOT must be specified if the master plan includes a master street plan.
6. Provides for electronic copies of the plan to be substituted for printed copies.
7. Adjacent communities and the county are required to receive notice of the plan public hearing for townships.
8. Planning commission and legislative body approval of the master plan must be included in the plan and on the future land use map.
9. Adjacent communities have 42 days to review plans.
10. Subarea plans do not need to be provided to adjacent communities or the county unless they choose to receive it.
11. Planning commissions in townships with water or sewer systems must prepare a Capital Improvement Program.
12. Planning commission public hearings are required to be noticed and held for subdivisions.
13. The above represents a summary of the major substantive changes; please see the attached memo for a more exhaustive list of changes. Communities should consult with their municipal attorney for an in-depth legal review of the specific implications to the community.

#### Michigan Zoning Enabling Act Amendments (Michigan Public Act 12 of 2008)

On February 29, 2008 the Governor signed House Bill 5032, which corrected problems with PA 110 (Michigan Zoning Enabling Act, July 2006). A summary of the changes include a change in public hearing noticing, violations of zoning ordinances, basis for approving site plans, Zoning Board of Appeals membership and procedures, and appeals of zoning board of decisions.



LSL Planning, Inc.  
Community Planning Consultants

[www.lslplanning.com](http://www.lslplanning.com)

*Commitment to Excellence : Loyalty and Trust : Honesty and Openness : Leadership by Example : Adding Value to Communities*



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### Formation of a Planning Commission

The new Act has specific procedures for creation of a planning commission. The Act requires a planning commission to consist of 5, 7 or 9 members. The previous Township Planning Act specified 5 to 9 members (the new Act essentially requires an odd number of members). The previous Municipal Planning Act required 9 members, except in cities and villages with populations less than 5,000. The previous Municipal Planning Act provided for the mayor/president, a council member and the chief administrative official of the city or village to serve on the planning commission. Townships, however, were only permitted to have one township board member on the planning commission and, based upon a Michigan Attorney General opinion; the township supervisor could not serve. The new Act now allows one member of the legislative body or the chief elected official, or both, to be appointed to the planning commission.

The new Act provides a more detailed process for disqualifying a planning commission member from a vote on a specific item where there is determined to be a conflict of interest. The process for removing commissioners has been specified as requiring a public hearing and vote by the legislative body.

### Summary of PA 33 of 2008 changes

- Planning commissions must consist of 5, 7 or 9 members.
- Planning commissions must meet a minimum of 4 times a year.
- Planning commissions must make an annual written report to the legislative body
- The master plan must include an explanation for how the land use categories on the future land use map relate to the districts on the zoning map.
- Means of implementing the master street plan in cooperation with the county road commission and MDOT must be specified if the master plan includes a master street plan.
- Provides for electronic copies of the plan to be substituted for printed copies.
- Adjacent communities and the county are required to receive notice of the plan public hearing for townships.
- Planning commission and legislative body approval of the master plan must be included in the plan and on the future land use map.
- Adjacent communities have 42 days to review plans.
- Subarea plans do not need to be provided to adjacent communities or the county unless they choose to receive it.
- Planning commissions in townships with water or sewer systems must prepare a Capital Improvement Program.
- Planning commission public hearings are required to be noticed and held for subdivisions.



The new Act requires planning commissions to meet a minimum of 4 times a year, consistent with what was required for townships. This reduces the previous requirement for cities and villages, which were required to meet at least once a month.

The Township Planning Act required that the planning commission make an annual written report to the legislative body concerning its operations and the status of planning activities. This has now been extended to cities and villages.

### Master Plan

The old Municipal Planning Act had a provision for a zoning plan; the new Act clarifies what the zoning plan is supposed to contain (the Township Planning Act didn't mention a zoning plan). The new Act requires a local unit of government that has a zoning ordinance, to include an explanation in the master plan for how the land use categories on the future land use map relate to the districts on the zoning map.

If a master plan includes a master street plan, the means for implementing the master street plan in cooperation with the county road commission and MDOT must be specified in a manner consistent with the respective powers and duties of and any written agreements between these entities and the municipality. This will help strengthen the link between land use and transportation plans.

### Subarea Plans

The Township Planning Act specified that a subarea plan could be prepared for a specific geographic area within the township. This was never explicitly provided for in the Municipal Planning Act, although it is common practice in many cities and villages. The provision from the Township Planning Act has now been extended to all local units of government; however, the provision in the Township Planning Act that a site plan for a property located in the plan area shall comply with the subarea plan was not carried over into the new Act. This provision had been used in townships to require developments to adhere to design standards, street alignments, etc. It's not clear how this previous practice will be affected.

### Master Plan Adoption Process

The process for notification and coordination with adjacent communities, the county and other agencies at the beginning and throughout the process of preparing the plan has been retained in the new Act; however, if the master plan will include a master street plan, the county road commission and MDOT need to receive notices and a copy of the draft plan. This will assist in coordinating the local desires for roadway improvements with road agencies.

### New Planning Tools

The new Planning Enabling Act either creates or emphasizes planning tools that can help a community better prepare for the future. These include:

- An *annual report* to the legislative body, to coordinate planning goals and keep the elected officials aware of planning initiatives.
- A *zoning plan* to better connect the Master Plan to the zoning ordinance and zoning districts.
- A *master street plan* that can reserve transportation corridors in areas where growth is expected.
- A *capital improvements plan* to integrate capital needs such as streets, civic buildings, parks, etc. with the goals and policies of the Master Plan. Although townships that do not operate a sewer or water system are exempt from this requirement, a capital improvements plan is still recommended.



The previous planning acts required that a draft of the plan be provided to adjacent communities, the county and other agencies for review and recommendation. To minimize printing costs, some communities distribute electronic copies of the plan. The new Act specifies that the distribution of electronic copies of the plan may be substituted for printed copies where the planning commission states that it intends to make such submittals by electronic mail and the entity receiving that notice does not respond by objecting to the use of electronic mail. Providing the adjacent communities with a link to a website containing the plan is also provided for in the Act.

#### How LSL Can Help:

- Prepare new master plans that meet the criteria of the new Planning Enabling Act.
- Prepare Capital Improvement Plans for the Planning Commission
- Provide on-going assistance to the Planning Commission for review of subdivisions in addition to other Planning Commission and Zoning Board of Appeals reviews.

A new requirement for townships in the new Act will be that adjacent communities, the county and other agencies are now also required to receive notice of the public hearing on the plan (this was already required for cities and villages).

The Township Planning Act did not explicitly require master plan approval by resolution. The new Act requires the resolution of adoption for the plan to refer expressly to the maps and descriptive matter of the master plan. A statement recording the planning commission's and legislative body's approval of the master plan, signed by the chairperson or secretary of the planning commission, must be included on the inside of the front or back cover of the master plan and, if the future land use map is a separate document from the text of the master plan, on the future land use map.

The Act specifies that amendments to a master plan need to be submitted to adjacent communities and other agencies for a 42 day review (the previous acts specified 40 days).

When a planning commission sends notice that it intends to prepare a subarea plan, the notice may indicate that the local unit of government intends not to provide that entity with further notices of or copies of proposed or final subarea plans unless the entity responds that it chooses to receive notice of subarea plans.

### Capital Improvement Plans

Provisions for Capital Improvement Programs have been expanded in the new Act. City and village planning commissions are now required to prepare a capital improvement program. The planning commission of any township that operates a water or sewer system is now required to prepare a Capital Improvement Program – for those that don't, it is optional.

### Subdivision Regulations

Provisions for planning commission drafting and recommending subdivision regulations have been expanded. A provision has been added requiring a planning commission public hearing, with notice published 15 days prior to the hearing in the newspaper and provided to adjacent property owners.

## Transitional Provisions

The Act takes effect September 1, 2008 and provides transitional provisions, so master plans that are in process and adopted prior to that date may continue under the old act. Any plan adopted under the previous acts will remain effective, until a new plan or update is prepared. Planning commissions formed under the previous acts or by charter continue in effect and need not be changed until July 1, 2011, unless the ordinance forming the planning commission is amended. However, the duties of the planning commission must follow the requirements of the Act.

The above represents a summary of the major substantive changes. Communities should consult with their municipal attorney for an in-depth legal review of the specific implications to the community. Similar to the Michigan Zoning Enabling Act, which was recently amended to clean-up problems found in application as described below, additional refinements to the Michigan Planning Enabling Act will likely be needed.

## Michigan Zoning Enabling Act Amendments (Michigan Public Act 12 of 2008)

On February 29, 2008 the Governor signed House Bill 5032, which corrected problems with PA 110 (Michigan Zoning Enabling Act, July 2006). A summary of the changes follows.

The 300-foot public hearing notices still need to include all property owners and occupants, but for a building that contains more than 4 units a notice can be provided to the owner with a request that it be posted at the building.

In addition to a violation of the zoning ordinance being a nuisance it can also be a blight violation in cities and villages.

Decisions on site plans may be based on "statutorily authorized and properly adopted" planning documents.

Zoning Board of Appeals membership and procedures have been revised. For a townships and counties, there *must* be one planning commission member on the Zoning Board of Appeals and there may be a member of the Township Board. For cities and villages (unless the elected body acts as the ZBA), a member of the planning commission *may* be a member of the Zoning Board of Appeals. However, on appeals of Planning Commission decisions, that member must abstain.

Appeal of Zoning Board of Appeals decision to court must be within 30 days after the Zoning Board of Appeals issues its decision in writing signed by the chairperson or within 21 days after the Zoning Board of Appeals approves the minutes of its decision.





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/ City Home page / Assessing Department

## With property values rising, why aren't we receiving more revenue?

That answer can be found in two major changes to the Michigan Constitution that were voted in by the people of Michigan and affect the way local government is financed. They are the Headlee Amendment and Proposal A.

The Headlee Amendment was ratified in 1978. Its intent was to limit the ability of local governments to levy new taxes and to limit the growth of property tax revenue in general. It created the requirement of voter approval prior to implementing new taxes.

Headlee requires that when growth on existing property, within a municipality, is greater than inflation, the local government must "roll-back" its maximum authorized millage rate so that the increase in property tax revenue caused by growth on existing property does not exceed inflation.

This is known as a "Headlee Roll Back".

Proposal A was passed by voters in March of 1994. Proposal A created another method to determine property values for tax purposes with the introduction of Taxable Value.

Taxable value on an individual parcel cannot annually increase by more than the rate of inflation or five percent, whichever is less, unless the property is sold or "transferred" as defined by law, regardless of how rapidly existing property values may be increasing. The difference between assessed value and taxable value when a property is sold or transferred is commonly referred to as the "uncapped value".

All of this looked real good on paper but now 10 years have passed. The problem stems from the passage of Proposal A and the result when combined with Headlee. An unintended compounding effect was created that was never part of what the voters approved. With the implementation of Proposal A, the legislature did two things. First, they used the "uncapped value" created by Proposal A to calculate the Headlee millage rate. Then they removed the ability of Headlee to move millage rates in both directions. This is a major issue in most municipalities, and the consequences are crippling municipal finances.

Without Headlee & Proposal A	2005 Assessed Value 2,871,525,690	Millage Authorized by Charter 11.0000	Levy 31,586,783
Based on Current Law	2005 Taxable Value 2,157,160,530	Millage Reduced by Headlee 7.4806	Levy 16,136,855
No Proposal A With Headlee	2005 Assessed Value 2,871,525,690	Millage Reduced by Headlee 7.4806	Levy 21,480,735
No Headlee With Proposal A	2005 Taxable Value 2,157,160,530	Millage Authorized by Charter 11.0000	Levy 23,728,765

The chart above depicts 4 general scenarios of property tax revenues. The first row demonstrates how funding would be without Headlee & Proposal A with the millage rate being applied to the total assessed value multiplied by the full 11.0000 mills as authorized by City charter. The second row shows the current method based on state law, the millage rate as reduced by Headlee being applied to total taxable value. The third row demonstrates the effect on funding without Proposal A but with Headlee. And the fourth row shows funding without Headlee but with Proposal A. It is a very general yet quite telling depiction of the amendments effect on the tax levy.

Most people believe that the City benefits whenever a property is sold and uncapped, but that does not happen. Instead, when an individual property is uncapped, the homeowner pays taxes based on the reset taxable value as was intended, but the unintended consequence is that the municipality must use this growth in calculating a Headlee rollback of the local millage rate. (The chart below shows the actual six year history of the millage rate reduced from 8.0993 to 7.4806). What this means is that even though an individual purchaser is paying more, the increased revenue isn't realized by the City. It is nullified by virtue of a reduction in millage rate across the rest of the municipality.

Year	Millage Authorized by Charter	Millage Reduced by Headlee
2000	11.0000	8.0993
2001	11.0000	7.9737
2002	11.0000	7.8349
2003	11.0000	7.7048
2004	11.0000	7.5769
2005	11.0000	7.4806

Headlee intended to fairly adjust millage rates in both directions to prevent run-away tax revenue growth during boom times, but it also recognized that there may be times that growth of property values would not keep pace with inflation. The pendulum needed to swing both ways. So Headlee allowed for a roll up as well as a roll back. With the implementation of Proposal A, millage rates can now go down when growth in value outpaces inflation, but cannot go up when inflation outpaces growth.

In summary, the Headlee amendment was a fair and balanced approach to adjust and control taxes. Proposal A was a fair way to ensure that inflation and growth did not penalize someone that has been in their home for many years and sought to provide balance and control in a time of rapidly rising property values. The legislature needs to acknowledge that in implementing both proposals, mistakes were made that will continue to have ill effects on local government funding.

The City of Swartz Creek has always supported the Mass Transportation Authority and especially its Your Ride service. Swartz Creek provided a modest subsidy to the MTA for this and other services prior to it becoming a county-wide entity in 1996. We did this because of the fine reputation the organization had with the cities of Flint and Davison and our City Council's recognition of a need the MTA could capably provide.

This spring a new MTA Service Center is going to be built in our City. To say that I am excited and pleased by this prospect is an understatement. The service MTA provides will be greatly augmented by this facility and our citizens will be delighted. Thank you, MTA.

Richard B. Abrams  
Mayor, City of Swartz Creek



## **K-9 unit nabs girl**

**SWARTZ CREEK**

**THE SWARTZ CREEK NEWS**

Sunday, March 09, 2008

**By Robyn Rosenthal**

**rrosenthal@swartzcreeknews.com • 810.766.6310**

A student at Swartz Creek Academy faces drug charges after an unannounced random search of the school by the Swartz Creek Police Department's canine unit.

The student, a juvenile girl, allegedly hid marijuana in a classroom during the search. A teacher saw the substance hidden and alerted police, who were in the process of searching the Mary Crapo building.

The search on Feb. 28 also included Swartz Creek High School and the middle school. No drugs were found in those buildings.

This is the department's third unannounced search of the schools by its own canine unit since acquiring its dog, Ike, in November. This is the first arrest this school year. In past years, the department used canine units from outside the city to do random searches.

Chief Rick Clolinger said department will continue to do unannounced searches to help the district maintain its zero tolerance policy.

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Compiled by Robyn Rosenthal

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**Paul Bueche**

**From:** MML Legislative Link [LEGISLATIVELINK@LISTSERV.MML.ORG] on behalf of Andrea Messinger [amessinger@mml.org]  
**Sent:** Monday, March 10, 2008 4:31 PM  
**To:** LEGISLATIVELINK@LISTSERV.MML.ORG  
**Subject:** MML Link - 3/10/2008



March 10, 2008

**State Affairs Report**

**Submit Census Information through LUCA Program by March 31**

– Because the Library of Michigan is registered to participate in the Local Update of Census Addresses (LUCA) on behalf of the entire state, it can submit addresses on behalf of any Michigan community that provides information by March 31, 2008. One of the most prominent uses of population data is in the distribution of federal funds. The Census Bureau estimates that each person counted by the census brings \$130 in federal funds to their local, county and state governments each year—that's \$1,300 over the ten-year period in which 2010 census data will be in use. [Click here](#) for more information.

**Committee Passes Corridor Improvement Authority Fix-it Legislation**

– The House New Economy and Quality of Life Committee passed [SB 364](#) (Jacobs, D-Huntington Woods) which corrects some of the problems stemming from the Corridor Improvement Authority (CIA) legislation (created two years ago). The bill would bring the CIA Act inline with other tax increment finance laws and make creating CIAs much easier for local governments. The League worked closely with the sponsor and indicated support for this bill. Contact: [Andy Schor](#)

**Downtown Package Moving**

– Two bills passed the Senate Commerce Committee last week, kicking off the Senate Downtown Package bills. [SB 970](#) (Allen, R-Traverse City) would allow communities to create business incubators in Downtown Development Authorities (DDAs) that would assist start-up and education businesses. An amendment was added to ensure current incubator-type projects are not affected. [SB 972](#) (Hunter, D-Detroit) would allow a DDA to create

**The Buzz**

[Roads: To get beyond potholes, Michigan needs Capitol aid](#)  
 Lansing State Journal, 3/06/08

**Save the Date**

[MML Capital Conference](#)  
 Laugh with Keynote Speaker - Comedy Central's Rob Riggle  
 April 1-2, Lansing

[2008 Brownfields Conference](#)  
 May 5-7, Detroit...FREE!  
 Register by April 4

[MI Highway Safety Planning Summit](#)  
 March 11-13, East Lansing

[Best Construction Practices for Chip Seals Seminar](#)  
 March 18, Lansing

[Stormwater Floodplain Annual Conference](#)  
 March 18-21, Grand Rapids

[Michigan Transportation Asset Management Conference](#)  
 April 3, Lansing; May 21, Marquette

[Michigan Youth Symposium](#)  
 April 4-5, Warren

and operate a loan fund to help building owners make improvements to existing buildings including facades. The League worked with Chairman Sen. Allen and his staff on this legislation and will pursue further clarifications to provide appropriate economic development tools for locals. Contact: [Andy Schor](#)

### **Great Lakes Water Compact & Water**

**Withdrawal Assessment Tool** – The Legislature continues to push towards the adoption of the Great Lakes Water Compact, a treaty that would help protect future use of Michigan's ground and surface water supplies. This week the Senate may schedule floor actions for their version of the bills. While the League continues to have concerns with the implementation of the Assessment Tool, we continue to support the Compact. Members are urged to contact their senators to express support for protecting Michigan's water through the adoption of the Compact with a delayed implementation of the Assessment Tool. [Click here](#) for talking points. Contact: [Dave Worthams](#)

### **Targeted Annexation-Fix Legislation Passes Committee**

– Last week, the House Intergovernmental Committee considered two annexation bills, [HB 5779](#) (Corriveau, D-Northville) and [HB 5859](#) (Meadows, D-East Lansing). After expressing strong opposition to the annexation bills in the Senate, which would create a statewide chilling effect on all annexations, these new bills were introduced to create a targeted fix for a situation among charter townships with 20,000 or more residents. League staff and members testified in support of the bills which passed committee 6-4 with the Democrats supporting and Republicans opposing. Contact: [Andy Schor](#)

**Bill to Allow Technical Fixes to PA 198** – [SB 218](#) (Basham, D-Taylor) was discharged from committee last week and is expected to be considered by the full Senate this week. This bill would allow administrative fixes when technical flaws arise in PA 198 abatements (such as minor problems in the applications or deadline errors), instead of seeking to change the law each time. It will allow communities to quickly approve these abatements and create jobs and economic development. The League has indicated support for the legislation and has worked with the bill sponsor. Contact: [Andy Schor](#)

### **Local Jobs Today Transportation Program Extension Bill Moves out of Committee**

– The House Transportation Committee reported [HB 5861](#) (Valentine, D-Muskegon) Thursday. This bill would extend the Local Jobs Today program so that potential 2009 transportation construction projects can advance into this year. The extension will ensure the cities of Iron Mountain, Jackson and Westland still receive funding from the program. Members are urged to express their support for this bill to their state representatives. Contact: [Dave](#)

### [Fundamentals of Planning and Zoning](#)

March 13, 2008, 6-9 p.m. – Dearborn

### [Michigan Local Government Benchmarking Consortium](#)

March 19, 10-2 p.m. – Lansing

### [Better Meetings, Better Results: Getting through the Agenda with Parliamentary Procedure](#)

March 27, 6-9 p.m. – Dearborn

### [MML Elected Officials Academy](#)

March 27, 9 a.m.-5 p.m. – Marquette

### **Grants & Projects**

#### [Waterfront Redevelopment Grant Funds Available](#)

*Apply by March 26*

#### [Coastal Management Program](#)

*Submit RFP by May 1, 2008*

#### [MDOT Soliciting Local Bridge Program Project Applications](#)

*Apply by June 2*

### **What's New**

#### [Guest Blog – Albert McGeehan, Mayor of Holland](#)

Going into this entirely new refuse program, I had no idea just how very controversial it would be to mandate this service...

#### [MML Action Center](#)

### **Related Links**

#### [Michigan Legislature](#)

#### [Michigan Senate](#)

#### [House of Representatives](#)

#### [Links to Resources](#)

## [Worthams](#)

### **Bill Pre-empts Local Massage Therapist**

**Ordinances** – A bill to create state licensing for message therapists utilizing the Public Health Code was considered by the House Regulatory Reform Committee last week. The League raised some concerns against the legislation, [HB 5651](#) (Condino, D-Southfield), because it pre-empts local message therapist ordinances. The League testified neutral on the bill and is working closely with the sponsor and the industry representatives to ensure local concerns are addressed. To weigh-in on the legislation, please contact League staff and your legislator. Contact: [Andy Schor](#)

### **Four MI Communities Receive**

**Transportation Grants** – The cities of Bay City, Eaton Rapids and Lansing and the village of Jonesville received Transportation Economic Development Fund (TEDF) grants to support transportation improvements that encourage private investments that encourage job creation/retention in Michigan. [Click here](#) for approved Category A projects that will break ground this year. Congratulations to these members for using the TEDF to the success of our cities and villages. Contact: [Dave Worthams](#)

### **Urge Legislator to Move 2-Percent PEG Fee**

**Bills!** – [HB 5047](#) (Johnson, D-Detroit) and [SB 636](#) (Thomas, D-Detroit), which require a video service provider to pay local units at least 2 percent for public, educational and government (PEG) access channels, are stalled in the Legislature. The 2-percent is part of what was promised to municipalities when the cable franchise legislation was enacted in 2006. [Click here](#) to write your legislators today and inform them of how important the 2-percent is to your community. Contact: [Samantha Jones](#)

### **Adopt a Resolution Urging Lawmakers to**

**Fund Transportation** – Welcome to March and the beginning of a so-called historic pothole season. With transportation dollars dwindling, League members will have a difficult time repairing the many potholes already peppering our roads and damaging residents' vehicles; the time for the Legislature to act on this is now! Put Michigan's transportation problems in the face of lawmakers immediately by adopting the [League's sample resolution](#) and forwarding it to your representatives, senators and Governor Granholm. Contact: [Dave Worthams](#)

### **Local Government Benchmarking**

**Consortium** – To introduce members to a new initiative, the Local Government Benchmarking Consortium, the League and Michigan State University Extension are co-hosting a kickoff seminar March 19 at the League's capital office. The Consortium, which



focuses on performance measures and best practices, will provide cities, townships, villages and counties an opportunity to benchmark their performance in key service areas. The effort is supported by a number of local government associations including the League, Michigan Local Government Managers Association, Michigan Townships Association and Michigan Association of Counties. [Click here](#) for details and event registration. Contact: [Arnold Weinfeld](#)

### **Asset Management Conference Coming April 3 (Lansing) & May 21 (Marquette) –**

The Michigan Asset Management Council will sponsor the annual [Michigan Transportation Asset Management Conference](#) April 3, at the Lansing Center and May 21, at Upfront & Company in Marquette. The conference will provide a forum for state and local officials to examine the relationship between asset management, pavement management and road funding. This year's participants will learn more about Public Act 199 of 2007. To register for either conference, contact the Local Technical Assistance Program at 906-487-2102.

### **New Composting Law Effective March 26 –**

Effective March 26, 2008, new waste regulations for composting yard clippings per Act 212 of 2007 which amends Part 115, Solid Waste Management, of Act 451 of 1994 and administrative rules. Yard clippings includes leaves, grass clippings, vegetable or other garden debris, shrubbery or brush and tree trimmings less than 4 feet in length and 2 inches in diameter. It does not include stumps, agricultural waste, animal waste, roots, sewage sludge or garbage. The [law](#) identifies several options for managing yard clippings. Also, the departments of Environmental Quality and Agriculture will be posting guidance and forms [here](#) in the near future. For questions, please contact Matt Flechter at (517) 373-8422 or [flechtem@michigan.gov](mailto:flechtem@michigan.gov). Contact: [Dave Worthams](#)

## **Federal Update**

Visit the League's [Federal Webpage](#) Today!

## **Email Management**

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

If you no longer wish to receive any type of email notice



from the Michigan Municipal League, [please click here](#).

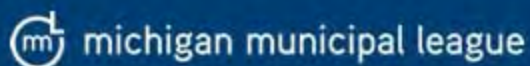
—  
Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105

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**Paul Bueche**

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**From:** MML Legislative Link [LEGISLATIVELINK@LISTSERV.MML.ORG] on behalf of Andrea Messinger [amessinger@mml.org]  
**Sent:** Tuesday, March 18, 2008 4:01 PM  
**To:** LEGISLATIVELINK@LISTSERV.MML.ORG  
**Subject:** MML Action Alert - 3/18/2008  
**Importance:** High

**Action Alert****House to Consider 4-percent Statutory Revenue Sharing Increase Tomorrow - Contact Legislators Today!**

March 18, 2008 - Tomorrow, the House of Representatives will consider the 2008-9 executive budget which calls for a 4-percent boost in statutory revenue sharing to communities!

Please contact your representatives and ask them to support this increase; explain that it will give locals the opportunity to provide services and programs that create quality of life and attract the talent and employers Michigan needs to compete in the new economy.

[Visit the League's Action Center to complete and email a form letter to your representative.](#)

Also, if your legislator is a member of the House General Government Appropriations subcommittee or the House Appropriations Committee, please commend their efforts in seeing this legislation through to the House floor.  
Contact: [Andy Schor](#)

Better Communities. Better Michigan.

# Household Hazardous Waste Collection Day!

Saturday, May 17, 2008  
10:00 a.m. - 2:00 p.m.



## Things you should bring...

Aerosol cans  
Batteries  
Corrosives  
Household pesticides  
Herbicides  
Mercury  
Motor oil

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

## Things you should NOT bring...

Commercial waste  
Explosive material  
Industrial waste

Latex paint  
Medical waste  
Radioactive material



For more information, call:

MSU Extension at  
(810) 244-8524

Genesee County Health  
Department at  
(810) 257-3603



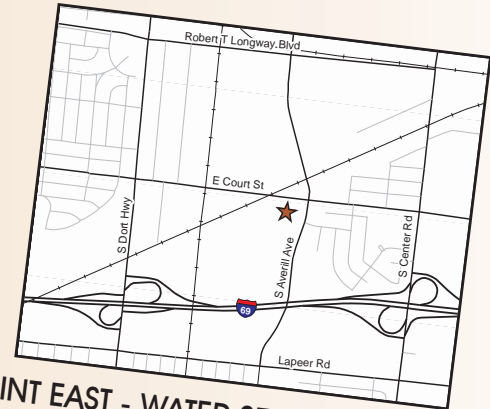
# Household Hazardous Waste Collection Day!



## Facility locations...



**MUNDY TOWNSHIP HALL**  
3478 Mundy Avenue  
10:00 a.m. - 2:00 p.m.



**FLINT EAST - WATER SERVICE CENTER**  
3310 East Court Street  
10:00 a.m. - 2:00 p.m.

Coordinated by the Household Hazardous Waste Consortium of Genesee County including the Genesee County Health Department, Genesee County Recycling Coalition, MSU Extension, General Motors Environmental Staff in Flint, UAW Local 599, Delphi Staff. Major support provided by the Genesee County Board of Commissioners, Genesee County Metropolitan Planning Commission, the City of Flint, and several local units of government.

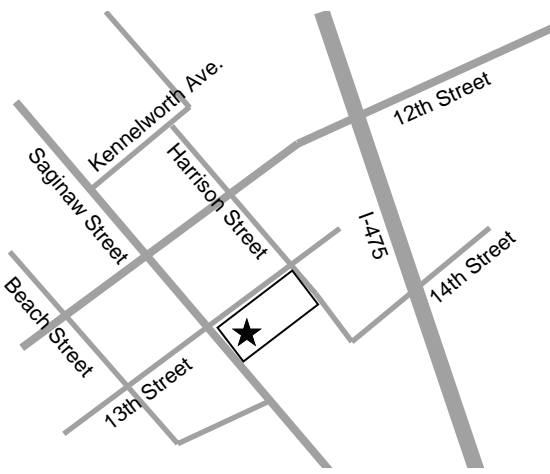
**Free\*** **E**lectronics  
**R**ecycling



\*Saturday, June 7, 2008  
10:00 am to 2:00 pm



Sponsored by Genesee County Metropolitan Planning Commission, CBC Recycling, Inc

<p><b>Accepted Items:</b></p> <ul style="list-style-type: none"> <li>• Television Sets (No Consoles)</li> <li>• Computer Monitors</li> <li>• Laptops and Notebooks</li> <li>• Computer Processing Units (CPU)</li> <li>• Printers</li> <li>• Fax Machines</li> <li>• Copiers</li> <li>• Stereo Equipment</li> <li>• Video Cameras</li> <li>• DVD Players</li> <li>• VCR</li> </ul> <p><b><u>Residential Items Only</u></b> <b><u>Limit of 5 items</u></b></p>	<p><b>Directions:</b></p>  <p>★ CBC Recycling — Roads</p> <p><b>CBC Recycling</b> 1801 S. Saginaw Street Flint, Michigan 48503 810.239.5040</p>
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**From:** Chief Brent Cole [mailto:bdcole4101@scafd.com]

**Sent:** Monday, March 24, 2008 12:26 PM

**To:** Christie, Jason

**Subject:** Request

Add-On Communication

Below is what I received from Captain Tabit (without any grammar changes) regarding the SCBA RFP that you requested.

Brent,

Here are some thoughts and information regarding the SCBA quote.

AS I stated in the beginning, it is my opinion that we were going about this backwards. The fire department should have embarked on product evaluations of the various brands of compliant SCBA that are out there, rather than soliciting quotes without having the opportunity to evaluate the units..Once evaluated, then begin the bid process....In conversations with Douglas Safety and Apollo, they indicated the same.. I compiled list of features that I knew to be close to what we would like to see in a new unit, considering I have never seen or used any other brand of unit. No where in the quote did I specify that it was for Avon /ISI breathing apparatus. I know what features our units have, as well as the Viking since all of our neighbors use it, and I began form there.

If you will notice in the proposal I have highlighted a statement that says "if your unit deviates from the conditions set forth in the scope of work, please describe it".. I put this statement in for just that reason, to NOT single out a

3/24/2008

particular vendor based on features their unit did or did not have.

When I emailed the quote out, I waited a few days and contacted each of them to verify they received it. I spoke with Bob Waldrop from Westshore (who is not the person that Jason spoke to after the bids were closed) he indicated he received it, I never heard from him again. I spoke with Deb Jorgenson from Apollo after you did.. She indicated she talked to you and was not interested what I had to say. I told her I was the one who prepared the RFP and asked if she had any questions. She told me not to waste her time with 12 pages of BS if I had no intention on buying her units. She also stated that it was clearly a SCOTT quote. I told her that no where in it did it require SCOTT SCBA and also indicated that there was a statement advising that if her unit was different, just explain it. She then began to lecture me about there not being 15 fire departments that had 2007 compliant units, since they are not even shipping them yet. I told her that was fine, to list as many as she could that used MSA SCBA so we could get an idea of the performance from its current users. This was particularly important in her case because I do not know of any departments that use MSA. She also found it hard to believe that we were asking for a quote having never seen her brand SCBA. I told her that I was only familiar with ISI SCBA and if she would read on in the RFP it states that if we were interested in their product that they would be contacted for 2 demo units, fit testing and so on for a 60 day evaluation. I'm not sure how she felt after getting off the phone, but I am surprised she did not bid, given our conversation.

I requested bidders to make their quote good for 6 months. My rationale was this....3 manufacturers, each with a 60 day evaluation, equals 6 months. I built an evaluation period for all 3 brands into the RFP.

Westshore.....

I have reservations about accepting a late bid from Westshore. It is not fair to the vendor that followed the rules. I also have a few questions that cast a doubt as to whether they submitted a bid on time.. It spells out in the proposal that they would be contacted with a date and time of the meeting when it would be discussed.. They never submitted anything so I never called them. My problem is this: why did they not call for follow up since they had not heard of any meeting or received any verification that we received a bid? This is \$100,000 we were talking about. A call to verify that we received it is not out of the question, after all, I called them to make sure they received it initially. I also wonder why an RFP worth \$100,000 would be mailed without a tracking number or a signature required. Douglas called to say they were overnighting it today and called the next day to see that we got it

If Westshore did bid (on time), and it was lost in the mail, I guess that shows that the proposal was not so specific that no one else could bid on it.....

Apollo....

I have to wonder why a letter dated Feb 12 was sent in March, and it was addressed to Tim Topolinski, who hasn't been employed here in at least 8 years. She states in her letter that it is obvious that we want ISI, yet we have a mysterious bid here from Westshore, who sells SCOTT. Again, it spells out in the RFP that if your brand is different than what is in the RFP, just explain it.

Fact of the matter is, anything is better than what we have now. Now is the time to get the right product for us, it will be another 20 years before we get to try again.

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3/24/2008