

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday July 27, 2009, 7:00 P.M.  
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Regular Council Meeting of July 13, 2009 MOTION Pg. 10,17-22
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 10
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 10,2-9
  - 6B. Police Cycle Renewal Lease (Agenda Item) Pg. 23-26
  - 6C. Morrish South Project, MDOT Contract (Agenda Item) Pg. 27-55
  - 6D. Michigan Green Community Challenge (Agenda Item) Pg. 56-66
  - 6E. 2009-2010 Amended Budget Totals (Agenda Item) Pg. 67
  - 6F. Sr. Center AIA Contract Pg. 68-91
  - 6G. Fine Arts Anniversary Pg. 92
  - 6H. Hurley Millage Letters Pg. 93-96
  - 6I. Comcast Notice, Office Hours Pg. 97
  - 6J. Consumer's Notice Pg. 98-99
  - 6K. News Article, Revenue Sharing Pg. 100-102
  - 6L. Mundy Twp. Notice, Master Plan Pg. 103
  - 6M. Legislative Updates Pg. 104-112
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Police Motorcycle Lease Renewal RESO. Pg. 11,23-26
  - 8B. Morrish South Project, MDOT Agreement RESO. Pg. 11,27-55
  - 8C. Adopt Ordinance #403, Building Trade Inspections RESO. Pg. 12-13
  - 8D. Miller & I-69 Repair Project DISC. Pg. 6
  - 8E. Adopt Ordinance #402, Municipal Violations Sanctions RESO. Pg. 14-15
  - 8F. Michigan Green Communities Challenge RESO. Pg. 16,56-66
  - 8G. 2009-2010 Budget Amendment DISC. Pg. 2,67
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:**

*Note: CD Has Documents That Were Not Printed: (2009-2010 Proposed Budget Amendment)*

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday July 27, 2009 7:00 P.M.

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 24-July-2009

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

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

Schedule:

June 22 <sup>nd</sup> :	Adopt Budget, Truth in Taxation Hearing ( <i>If Needed</i> ), Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 30 <sup>th</sup> :	Fiscal Year End
July 27 <sup>th</sup> :	Present Proposed Amended Budget
August 10 <sup>th</sup> :	Approve Amended Budget
September 14 <sup>th</sup> :	Audit Field Work Begins
October 12 <sup>th</sup> :	Review First Quarter Standings
October 26 <sup>th</sup> :	Audit Report
Mid-December:	Review Half-Year Standings

I have an amended budget for review included with tonight's agenda. I'll start with what I think has happened.

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

dozen or so years. Given these problems, we were still OK, until GM filed for bankruptcy and asked the Michigan Tax Tribunal for an 80% reduction in their Taxable Values, both real and personal. An influx of commercial MTT filings added salt to the wounds.

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

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

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

- N. In the Motor Pool, we reduced contributions from funds 101, 202, 203, 590 and 591 by 50%. The General Funds portion is \$32,513
- O. Non essential purchases in the Motor Pool have been eliminated.
- P. We added Police part-time hours to cover vacations, absent and sick time. Total increased by 2,200 hours, \$30,270.
- Q. Transfer In from Fire Equipment Fund to General Fund to cover deficit of \$87,767.
- R. All part-time DPW, Office Staff and Custodial have been laid off, effective June 25<sup>th</sup>. City Hall secretarial staff covers police secretarial staff vacations, sick and absent days. Our Administrative Assistants and DPW have picked up the day to day cleaning. Deeper cleaning will be needed periodically. No budget has been calculated for this.
- S. Ambulance contributions eliminated. Woodside Builders owes the City's 202 Fund \$14,000. In order to keep the Swartz base in the City, we will continue to lease the base for free (we currently pay \$750 per month) until the \$14,000 is paid off, about 18 months. After that, eliminate the contribution, the base funds for itself.
- T. Lawn mowing in Parks reduced from once a week to once every two weeks. Civic area, Public Safety Building, every 10 days.
- U. Contributions to the Sr. Center in the form of cleaning, maintenance, Consumer's, water and sewer will terminate August 1<sup>st</sup>. We will still pay these services to the Library, in accordance with the contract.

As you can see, we are going to take a significant fall on the recent chain of events. As we have discussed, this has been on our radar since about 2004. We have reduced expenses accordingly. The bankruptcy of GM pushed us over the cliff. We are looking at our options and frankly speaking, there are only two. Live with it or ask the residents if they wish to fund services. I am not looking for any action tonight on the amended budget. We probably need to take action very soon. I have a tentative date for approval set for August 10<sup>th</sup>.

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

Not change. As you recall, in addition to the bankruptcy in U.S. District Court in New York, GM has filed two petitions with the Michigan Tax Tribunal requesting 80% reductions in taxable values, from \$48.11 million to \$9.62 million and \$1.15 million to \$231,000. As of writing, I have been unsuccessful in arranging a meeting with the GM Tax Staff. We do have impact calculations on the MTT Appeal. At 80%, the loss to both real and personal property in General Fund revenue from GM equates to \$209,037. Loss to the Garbage Fund is \$68,970.

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

We have all the MTT Appeals in for this year. Collectively, the maximum exposure on loss General Fund revenue, inclusive of GM, is \$244,371. Total potential loss to the Garbage Fund is \$80,930.

✓ **FEES, RATES, SERVICE CHARGES – TRADES ORDINANCE** (*Resolution*)

As you are aware, we have two water rate increases and a sewer rate increase, passed along from the County over the last two years. We have absorbed these increases by scaling back, but cannot continue. We need to go to a ready to serve charge with a commodity purchase charge. Sewer will be charged based on water consumption. As

we have discussed at past meetings, we have some models that can be very easily implemented. There is still a couple of loose ends, being irrigation systems and outside isolated faucets, as they pertain to separate meters. We are working to resolve this now. I have a tentative November date in mind for the billing system switch and implementation of the new rates. We will probably have a draft ordinance later in the summer.

As I indicated before, we have taken another look at bringing the trades, being electrical, plumbing and mechanical inspections, inside. Currently we do not do these, the state does. We discussed bringing them in a while back and nixed the idea for a couple of reasons, the primary being insurance. Our insurance carrier has indicated that they will insure our interests for electrical and mechanical inspectors that are sub-contracted. The risk potential is low and the cost reflective, under a thousand a year on our policy. Despite the economy, there is a fair amount of work in this field, specifically repairs and upgrades. By law, an inspection is required for the installation of electrical boxes, furnaces, hot water heaters, HVAC, and the list goes on. Typically the vendor does not contact us if a building permit is not required. Any electrical or mechanical inspections required go directly to the state and we are unaware of them. Some of them have fairly hefty fees associated with them. As an example, a local apartment complex recently completed the change-out of all its air-conditioning units, several hundred. The state electrical inspection department collected a fee for each one (i.e. 200 x \$75 = \$15,000). We received nothing as no improvements were made and a building permit was not required. Further, some of these improvements may affect the taxable value. If we track these, our assessor can determine if the specific improvement qualifies for a change in the TV. The process would be to first adopt an ordinance with text that is acceptable to the state. From here, we submit a request to perform the inspections ourselves. A state board meets (quarterly) to review the request and if satisfied, allows us to proceed. We then hire and contract with a qualified electrical and mechanical inspector, set fees and begin enforcement under the ordinance. I have an ordinance included with tonight's agenda for Council consideration. Staff recommends approval.

We are reviewing the other various fees we charge. In light of the recent downturn in economics, expect recommendations for significant increases.

- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)  
Pending.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)  
We should be back before the Council for discussion on this in the near future.
- ✓ **VETERANS MEMORIAL** (*Status*)  
Originally, the Veterans Committee elected to return the memorial back to the City. The problem is they also desired to continue to collect and make decisions on spending funds. To do both would present significant problems. The pivot reason seems to be insurance for the structures within the memorial. I am going to check to see if there is some way that the memorial structures and artifacts can be insured under our policy. If it can be, then the committee can continue to function as they have in the recent past. If not, the committee needs to purchase a policy.

- ✓ **NON-RESIDENT SERVICES STUDY, RAUBINGER BRIDGE** (*Status*)  
Construction on the bridge is underway.
- ✓ **OVERHEAD UTILITY REORGANIZATION PROJECT, VERIZON INVOICE** (*Status*)  
In light of recent economic issues, we probably need to place this on hold. We have no funds to expend in this area. Any funds that we previously had here have been diverted to maintain public safety. The Verizon invoice is still out there. We bill it every month. The way I see it, Verizon will eventually need something from us, an easement, right of way permit, something. When they come in, we have a charter provision that that allows us to elect not to do business with anyone who owes the City money. I intend to use it as leverage to get them to pay.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
  - ❑ **2010-2013 T.I.P. APPLICATION** (*Status*)  
Pending.
  - ❑ **MILLER & I-69 REPAIRS** (*Discussion*)  
As you recall, we accepted the low bid from Kelcris at \$58,025. Construction is underway and should be completed within several weeks. We have run into a problem at an area near the entrance of ITT tech. One on the pavement areas marked for repair has a sanitary sewer line under the roadway. Apparently surface water that has run from the north to the south around the line has eroded the road base and created a significant void under the roadway. When the contractor began digging the deteriorated concrete out, the road collapsed. It needs a significantly larger section removed and a new base built with additional concrete poured. The estimated costs to repair, using the bid package time & material rates, are about \$20,000. The problem is we will not know the exact cost until we excavate the area. I've set this for a short discussion to bring the Council up to date.
  - ❑ **TRAIL SYSTEM** (*Status*)  
Phase I, Elms Park section, has been completed. We have no plans or funding sources to continue, at this time.
  - ❑ **MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S** (*Status*)  
We have asked the County TAC-MPO to transfer the Federal Aid grant (\$368,000) over to 2010, which would also move the project to next summer. We are working with the County Road Commission to resolve the disagreements in design. As a method of resolving these differences, we asked Mr. LaMourie to re-evaluate the intersection after taking some new counts. Mr. LaMourie wrote an opinion, followed by a meeting with the Road Commission. We have offered to meet Mr. LaMourie's recommendations for the intersection. In addition, we offered to relocate the Road Commission's drive to Bristol Road when the west side develops out (future phase). We are working on a final design for the intersection and future concept for the west side if the PDD that we both can agree on.
  - ❑ **MORRISH ROAD SOUTH CONSTRUCTION PROJECT** (*Resolution*)  
Awaiting bid, scheduled for August 7<sup>th</sup>. Included with tonight's agenda is a resolution for approval of an agreement with MDOT.
- ✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**
  - ❑ **2008 REPAIR ROSTER** (*Status*)  
Pending a decision as to how we wish to proceed. The bottom line is, we can repair a single block, or preserve a handful of streets from deteriorating to complete re-constructs.



- ✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** *(Status)*  
Phase II was approved on October 13<sup>th</sup> with a \$220,000 cap placed on the work, which included the TV and rehabilitation of Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood Drive. The total cost for these sections came to about \$240,000. We have gone back to the drawing board to downscale this phase. We should be back at the next meeting for a project scope adjustment to get it back in line with what we have budgeted.
- ✓ **FIRE DEPARTMENT EVALUATION, CONTRACT RENEWAL, BUDGET** *(Status)*  
We have a draft contract that we are looking at. We should be back in the near future for a contract approval and discussion on cost recovery.
- ✓ **WWS INTERGOVERNMENTAL JURISDICTION SEWER ORDINANCE** *(Status)*  
WWS has some changes they desire in our draft. In my opinion, they are related more to form. Discussion between the City Attorney's office and the attorney for WWS are in progress. We are on opposite ends of the spectrum on the IJA (Inter Jurisdictional Agreement). The County's position is that under Act 342 (in which the WWS Consortium is set up under), we have to sign it. Mine, supported by Mr. Figura's is we do not. If Act 342 gives them the power to do what they need to do to operate such a system, then why do we need an agreement? As of yet, we have not set a public hearing. We will do so after the text issues with the ordinance are settled.
- ✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** *(Status)*  
As you recall, the Sr. Center is asking the City to either pay or waive some or the entire incidental costs of the project. Some or all of these fees and costs have not been calculated into the project. Aside from the construction engineering fees we approved at the last meeting, I do not have a handle on all the incidental costs. Until we know what these are, I recommend we take no action yet.
- ✓ **LABOR CONTRACTS & RETIREE HEALTHCARE** *(Status)*  
The POLC – Police Contract has been settled. AFSCME, the Supervisor's Unit and my contract are still out. The deal on the table is the same for all units. Mr. Kehoe has agreed to a 40% reduction in wages. Along with this will probably be a reduction in actual office hours that he keeps. Given the extreme reduction of building permits along with the associated inspections, I do not see a problem with reduced hours. We can always adjust this back up in the event that the work load within this office increases.
- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** *(Status)*  
Patiently waiting for an open door.
- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** *(Status)*  
Pending.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** *(Status)*  
As the Council is aware, there has been a significant change in the status of the business we awarded the bid to. Adam recommends we let this sit until late fall. If at that time the entity is still unable to consummate the deal, then we'll have to explore another option.

- ✓ **WWS, STORM WATER MANAGEMENT AGREEMENT** (*Status*)  
We are still looking at this.
- ✓ **2009 MASTER PLAN REVIEW** (*Status*)  
The City's Master Plan experienced a complete overhaul in 2004. MZEA recommends a review every five years. The plan is good in its current form and for the most part, will need only some tweaking. The Planning Commission has begun the review process, estimated to take 6-9 months. I'll keep the Council posted.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)  
Pending.
- ✓ **MDOT PARK & RIDE** (*Status*)  
MDOT has decided that all they can probably do is place 5-7 arm lights mounted on wood poles strung together with overhead wires. I have a number of concerns, starting with the aesthetics and ending with the cost. These lights cannot go on the streetlighting program, meaning that they will be metered electricity. The cost could be profound, maybe \$7,000 or more per year. They placed work on hold and have allowed us to take a crack at design. I'll keep the Council informed.
- ✓ **LOCAL OFFICERS COMPENSATION COMMITTEE** (*Status*)  
The Committee meets Thursday, July 30 @ 5:00 PM. I'll keep the Council informed on the decision.
- ✓ **HURLEY MILLAGE, SEEK LITIGATION** (*Status*)  
Pending.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)  
Moving along at warp speed. The County Board approved the set up of a water authority between Genesee County, Flint City, Lapeer County and Sanilac County. We are trying to obtain a rate and debt retirement model and any other detailed data that may be available.
- ✓ **REWARDS FOR RECYCLING PROGRAM** (*Status*)  
We are taking a closer look at this program. We'll be back in the near future for some more conversation.

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

- ✓ **POLICE MOTORCYCLE LEASE RENEWAL** (*Resolution*)  
Included with tonight's agenda is a lease renewal for one police motorcycle. We use this program on a regular basis from May through September. The shifts that use the cycles are not added shifts, they are the assigned officer on duty that opt for the cycle instead of a car. Additionally, cycles are cheaper than vehicles to operate and they, like vehicles, are funded out of the Motor Pool Budget. I do have one concern with the lease, it's a two year. How it ended this way is unknown. The previous leases have all been one year. The only guess we can make is that the company has been sold to new owners and they prefer a two year lease. I recommend we continue with the program, but specify a single year lease. We'll make the changes on the contract. If the vendor is unwilling to do this, then I guess it's a deal breaker.



- ✓ **ADOPT ORDINANCE #402, CIVIL INFRACTION SANCTIONS** (*Resolution*)  
Mr. Figura discovered that we did not have sanctions in our codified ordinances for Municipal Civil Infractions (minor violations such as zoning, junk, etc.). My guess is they somehow got overlooked when we codified the ordinances (we used a firm from out of Florida). This ordinance corrects the problem.
- ✓ **GO GREEN (Not the College) GRANT OPPORTUNITY** (*Resolution*)  
Mr. Zettel has some data on a “Michigan Green Communities Challenge” initiative. There is no obligation, participation funded by grants that are applied for. I’ve included some data for review. Adam will be attending the meeting to give a presentation and answer any questions. A resolution is included if the Council desires to participate.

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

- *Paperless, Credit, ACH, On-Line Utility & Tax Payments.* I am still looking at this and will be back in the near future for some discussion.
- *Mason Street Non-Motorized Trail.* We’re looking at this. It may be able to be added as a non-participating project with the Morrish Road South ARRA project.
- *MDOT Park & Ride Clean-Up.* Pending.
- *Mast Arm Traffic Lights, Street Sign Anchors (Silver vs. Black).* The sign bands have been ordered and should be replaced shortly. The bands that support the cross walk lights may be a bit more challenging to find. We’ll take a peek at them when we get the street ones switched out.

**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday July 27, 2009 7:00 P.M.**

**Resolution No. 090727-4A            MINUTES, JULY 13, 2009**

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

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held July 13, 2009, to be circulated and placed on file.

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

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

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

**Resolution No. 090727-5A            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 July 27, 2009 to be circulated and placed on file.

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

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

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

**Resolution No. 090727-6A            CITY MANAGER'S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager's Report of July 27, 2009, to be circulated and placed on file.

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

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

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

**Resolution No. 090727-8A**

**POLICE MOTORCYCLE LEASE RENEWAL, CUMMINGS HARLEY DAVIDSON**

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

**I Move** the City of Swartz Creek approve a 12 month lease with Cummings Harley-Davidson of Burton, Michigan, for one (1) HD Road King police motorcycle, under the terms and conditions as set forth in the Lease Agreement, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City of Swartz Creek.

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

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

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

**Resolution No. 090727-8B**

**MORRISH ROAD SOUTH PROJECT, MDOT CONSTRUCTION AGREEMENT, ARRA FUNDED**

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 rehabilitative repairs to a section of South Morrish Road between I-69 and the CNA Rail Crossing near the City’s South Corporate Limits, 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 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 South Morrish Road Rehabilitative Repair Project has been obligated for funding and scheduled for bid through the Michigan Department of Transportation using funds procured from the American Recovery and Reinvestment Act of 2009, funding maximum 100% limited at \$300,000.

**NOW, THEREFORE**, be it resolved that the City of Swartz Creek approves the project as designed and accepted by the Michigan Department of Transportation, and further, authorize Mayor Richard Abrams and City Clerk Juanita Aguilar to execute an

agreement with the Michigan Department of Transportation, MDOT Contract #09-5431, Control Section #ARU-25402, Job #106187, a copy of which is attached hereto.

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

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

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

**Resolution No. 090727-8C                      ADOPT ORDINANCE #403 - BUILDING TRADES, ELECTRICAL, PLUMBING & MECHANICAL**

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

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

**CITY OF SWARTZ CREEK**  
**Ordinance No. 403**

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

**The City of Swartz Creek Ordains:**

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

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

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

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

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

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

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

Pursuant to the provisions of the Michigan Electrical Code, in accordance with Section 8b(6) of 1972 PA 230, the Electrical Code Official of the City of Swartz Creek is hereby designated as the enforcing agency to discharge the responsibility of the City of Swartz Creek under 1972 PA 230, State of Michigan. The

City of Swartz Creek assumes responsibility for the administration and enforcement of said Act throughout its corporate limits.

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

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

**Sec. 4-26 Violations.**

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

**Section 3. Repeal.**

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

**Section 4. Effective Date.**

This ordinance shall take effect on September 1, 2009

Moved:  
Second:  
Voting For:  
Voting Against:  
Absent:

The Mayor declared the ordinance adopted.

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

\_\_\_\_\_  
Juanita Aguilar, City Clerk

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. 402 which was enacted by the Swartz Creek City Council at a regular meeting held on the 27<sup>TH</sup> day of July, 2009.

\_\_\_\_\_  
Juanita Aguilar  
City Clerk

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

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

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

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

**ADOPT ORDINANCE #402, MUNICIPAL CIVIL  
INFRACTION SANCTIONS**

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

**I Move** the City of Swartz Creek adopt an ordinance to amend the code of ordinances of the City of Swartz Creek to add thereto a new section 1-26 to provide for sanctions and penalties for the violation of any provision of the code of ordinances where such violation is a municipal civil infraction, as follows:

**CITY OF SWARTZ CREEK**  
**Ordinance No. 402**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO ADD THERETO A NEW SECTION 1-26 TO PROVIDE FOR SANCTIONS AND PENALTIES FOR THE VIOLATION OF ANY PROVISION OF THE CODE OF ORDINANCES WHERE SUCH VIOLATION IS A MUNICIPAL CIVIL INFRACTION.

**The City of Swartz Creek ordains:**

**Section 1. Amendment of Chapter 1, Article II of the Code of ordinances to add thereto a new section 1-26.**

Article II of Chapter 1 of the Code of Ordinances of the City of Swartz Creek is hereby amended to add thereto a new section 1-26 to read as follows:

**Sec. 1-26 Penalties and Sanctions.**

A. Unless provided otherwise in a specific ordinance, and except as provided in Subsection B, below, for municipal civil infraction violation notices paid at the Bureau, the sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided below, plus any costs, damages, expenses and other sanctions, as authorized under Chapter 87 of the Revised Judicature Act, Act 236 of the Public Acts of 1961, as amended [MCL 600.8701, et seq], and other applicable laws.

1. Unless otherwise specifically provided for a particular municipal civil infraction violation by any other City ordinance, the civil fine for a violation shall be not less than \$100.00, plus costs and other sanctions, for each infraction
2. Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this or any other City ordinance. As used in this section, repeat offense means a second (or any subsequent) municipal infraction violation of the same requirement or provision (i) committed by a person within any twelve-month period (unless some other period is specifically provided by this Code or any other City ordinance) and (ii) for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by this or any other City ordinance for a particular municipal civil infraction violation, the increased fine for a repeat offense shall be as follows:
  - a. The fine for any offense which is a repeat offense shall be no less than \$200.00, plus costs.
  - b. The fine for any offense which is a second repeat offense or any subsequent repeat offense shall be no less than \$300.00, plus costs.

B. Schedule of civil fines for municipal civil infraction violation notices payable at the Bureau.

1. Where a municipal civil infraction violation notice is issued, unless otherwise specifically provided for a particular municipal civil infraction violation by any other City ordinance,



the civil fine (including costs) for the violation payable at the Bureau shall be \$75.00.

- 2. Where a municipal civil infraction violation notice is issued for the second violation of the same ordinance, unless otherwise specifically provided for a particular municipal civil infraction violation by any other City ordinance, the civil fine (including costs) for the violation payable at the Bureau shall be \$150.00.
  - 3. Where a municipal civil infraction violation notice is issued for the third or subsequent violation of the same ordinance, unless otherwise specifically provided for a particular municipal civil infraction violation by any other City ordinance, the civil fine (including costs) for the violation payable at the Bureau shall be \$250.00.
- C. A violation includes any act which is prohibited or made or declared to be unlawful or an offense by this Code or any other City ordinance; and any omission or failure to act where the act is required by this Code or any other City ordinance.
  - D. Each day on which any violation of this Code or any other City ordinance continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense.
  - E. In addition to any remedies available at law, the City may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of this Code or any other City ordinance.

**Section 2. Repeal.**

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

**Section 3. Effective Date.**

This ordinance shall take effect on September 1, 2009

Moved:  
Second:  
Voting For:  
Voting Against:  
Absent:

The Mayor declared the ordinance adopted.

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

\_\_\_\_\_  
Juanita Aguilar, City Clerk

**CERTIFICATION**

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

\_\_\_\_\_  
Juanita Aguilar  
City Clerk

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

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

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

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

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

**WHEREAS**, the City of Swartz Creek wants to emphasize the benefits of energy efficiency and conservation; and

**WHEREAS**, the City wants to demonstrate that energy efficiency and conservation practices can be applied to the daily governmental operations and to infrastructure projects; and

**WHEREAS**, the City seeks to find methods of service delivery and operations that conserve energy and resources, saving taxpayer dollars and protecting and preserving the environment; and

**WHEREAS**, the City recognizes that sound energy efficiency and conservation practices can reduce government cost over the long-term; and

**WHEREAS**, the City will lead by example to show the practicality and effectiveness of these practices; and

**WHEREAS**, the City seeks to encourage its citizens and businesses to initiate stewardship activities that benefit the environment and their community.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the City of Swartz Creek hereby accepts the Michigan Green Communities Challenge and pledges to work toward achieving the goals of the Basic Challenge over the next three years.

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday July 13, 2009 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 07/13/2009**

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: Porath.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, Assistant City Manager Adam Zettel.

Others Present: Jim Florence, Boots Abrams, Tommy Butler, Ron Schultz, Preston Hards, John Gilbert, Bob Plumb, Steve Shumaker.

**APPROVAL OF MINUTES**

**Resolution No. 090713-01**

**(Carried)**

Motion by Councilmember Krueger  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council hereby approve the Minutes for the Regular Council Meeting, held June 22, 2009, as presented, to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 090713-02**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Binder

**I Move** the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of July 13, 2009 to be circulated and placed on file.

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

NO: None. Motion declared carried.

## **REPORTS AND COMMUNICATIONS:**

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

#### **Resolution No. 090713-03**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Binder

**I Move** the Swartz Creek City Council approve the City Manager's Report of July 13, 2009, to be circulated and placed on file.

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

NO: None. Motion declared carried.

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

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

Jim Florence, 4296 Springbrook Drive, wanted to make sure everyone knew that on Thursday, July 16<sup>th</sup> at 6:30pm, there will be a groundbreaking ceremony for the new addition to the Senior Center, and everyone is invited to attend.

## **COUNCIL BUSINESS:**

### **Rewards for Recycling Program, Mr. Preston Hardes**

**(Presentation)**

Mr. Hardes made a brief presentation about the Rewards for Recycling Program.

### **Boards and Commissions, Planning Commission, Re-Appoint Robert Florine**

#### **Resolution No. 090713-04**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the Swartz Creek Council confirm the Mayor's re-appoint of Robert Florine, 5914 Cross Creek Drive, to the Swartz Creek Planning Commission, term to run July 1, 2009 through June 30, 2012

Discussion Took Place.

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

NO: Motion Declared Carried.

**Boards & Commissions, Planning Commission, Re-Appoint James Florence**

**Resolution No. 090713-05**

**(Carried)**

Motion by Councilmember Hurt  
Second by Councilmember Krueger

**I Move** the Swartz Creek Council confirm the Mayor's re-appoint of James Florence, 4296 Springbrook Drive, to the Swartz Creek Planning Commission, term to run July 1, 2009 through June 30, 2012

Discussion Took Place.

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

**Boards & Commissions, Tax Board of Review, Appoint Robert Brown**

**Resolution No. 090713-06**

**(Carried)**

Motion by Councilmember Krueger  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek appoint Robert J. Brown, 4359 Springbrook Drive, to the Swartz Creek Tax Board of Review, term to run July 1, 2009 through June 30, 2012.

Discussion Ensued.

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

**Appropriation, Senior Center Addition, Construction Observation Engineering**

**Resolution No. 090713-07**

**(Carried as Amended)**

Motion by Councilmember Hurt  
Second by Councilmember Krueger

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$5,680 to the City's Engineer, Rowe Professional Services Inc., fees for construction observation engineering for the addition to the City owned and leased Perkins Library – Sr. Center, funds to be taken from 101 General Fund or 590/591 Water/Sewer Fund at the discretion of administration.

Discussion ensued to add 590/591 water/sewer fund to resolution.

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

**County Ballot Question, Hurley Millage**

**Resolution No. 090713-08**

**(Carried as Amended)**

Motion by Councilmember Krueger  
Second by Councilmember Hurt

**A RESOLUTION TO JOIN THE CITY OF FLUSHING IN AN ACTION TO SET ASIDE AN AUGUST 4, 2009 ELECTION BY GENESEE COUNTY FOR A MILLAGE TO PROVIDE FOR HEALTH CARE SERVICES AT HURLEY MEDICAL CENTER**

**WHEREAS**, the City of Swartz Creek joins the City of Flushing in an action concerning the legality of a proposed Genesee County Millage for Health Care Services at Hurley Medical Center, and

**WHEREAS**, the City of Swartz Creek and the City of Flushing believe that the .9 millage request on all non-exempt real property owners within the county, to be used for services to be obtained by the County through the County Health Department at Hurley Medical Center, is not authorized by Michigan law, and

**WHEREAS**, the City of Swartz Creek and the City of Flushing question the authority of Genesee County to levy a millage on all taxable property within the county for the purpose of using the proceeds to fund a Flint City owned hospital, and

**WHEREAS**, the City of Swartz Creek and the City of Flushing question the authority of Genesee County to contract with a Flint City owned hospital and use property tax proceeds collected from property owners throughout the County, including property owners outside of the City of Flint which owns the hospital;

**NOW, THEREFORE, IT IS RESOLVED** that the City of Swartz Creek will join the City of Flushing in an action to set aside the election of August 4, 2009, concerning the proposed "Genesee County Millage for Health Care Services at Hurley Medical Center" and to request the Genesee County Circuit Court to reimburse each municipality for costs incurred as a result of this election.

**BE IT FURTHER RESOLVED**, that the City of Swartz Creek appropriate an amount not to exceed \$1,500 for pro-rata legal costs incurred as a result of litigation, funds to be apportioned at the direction of the City Manager.

Discussion took place to add City of Swartz Creek along with the City of Flushing.

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

**WWS Karegnondi Water Project**

**(Discussion Topic)**

City Manager Bueche made a brief presentation on the water project.



**Morrish Road South Project, MDOT Third Party Agreement, Construction Engineering Services, Rowe Professional Services**

**Resolution No. 090713-09**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**Whereas**, the City applied for and was awarded funding through the Genesee County MPO Traffic Improvement Program, A.R.R.A. source, the project approved for MDOT for the surface re-habilitation of Morrish Road between I-69 and the CNA rail crossing; and

**Whereas**, the funding has been obligated and the project scheduled to be let for bid on August 7, 2009, construction to be performed and completed in late summer and early fall 2009; and

**Whereas**, the City bid for engineering services using the Qualification Based Selection Process and appointed the firm of Rowe, Inc., to a three year contract on July 28, 2008 as its Professional Engineering Consultant; and

**Whereas**, total project costs are estimated to be \$300,000; and

**Whereas**, the City's contracted engineering firm, Rowe Professional Services, Inc., has submitted a proposal for construction engineering, testing and inspection services associated with the design, a copy of the contract attached hereto, amount of such services calculated on a time and material basis, capped at \$49,824, costs for services re-imbursable under the rules set forth in the A.R.R.A. funding distributions.

**Now, Therefore, Be It Resolved** that the City of Swartz Creek accept the proposal of ROWE, Inc., and appropriate funding in the amount of \$49,824 for all associated and necessary costs related to construction engineering, testing and inspection services, in accordance with the Third Party Agreement attached hereto, funding to be allocated from Major Street 202 Morrish Road South Project.

**Be It Further Resolved**, the Mayor and City Clerk are directed to execute a Third Party Agreement on behalf of the City.

Discussion Took Place.

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

**MEETING OPENED TO THE PUBLIC**

John Gilbert, 7459 Miller Road, questioned when the Summer tax statements were mailed. He was advised that they were mailed July 1<sup>st</sup>. Mr. Gilbert then questioned when the Board of Review meets. He was advised that it meets July 21st, but not for appeals, only to correct errors.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Krueger questioned the fees and rates for water/sewer in the City Manager’s report. Mr. Krueger questioned why the City needs a major rate increase when it has been running with a surplus in the water/sewer fund. City Manager Bueche stated that the increase will be balanced with the surplus. Mr. Krueger also questioned the quality of the road on the exit ramp for I-69 and Morrish road. Mr. Krueger wanted to know if that would be fixed along with the Meijer road project. Mr. Bueche advised that it would not. Mr. Krueger questioned when the other roads in the City would be fixed. Mr. Bueche stated that is still under discussion and he would have more information in the next couple of weeks. Mr. Krueger questioned when the City could lower the rates for the Council members.

Councilmember Shumaker commented on the County mowing the exit/entrance ramps to Morrish Road from I-69.

Councilmember Hicks talked about the Women’s Club donating the money for the bike-a-thon to Ike the police dog. Ms. Hicks talked about working on the emergency management committee and a conference that she went to. Ms. Hicks asked that a resume be submitted for all board members that are appointed.

Councilmember Binder talked about the Veteran’s Memorial statue being here by the end of July or the first part of August. Ms. Binder stated that money is still being raised for the remaining statues.

**ADJOURNMENT:**

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

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

HARLEY-DAVIDSON POLICE MOTORCYCLE  
LEASE AGREEMENT

---

This Agreement made and entered into between CUMMINGS HARLEY-DAVIDSON designated as the Lessor, and CITY OF SWARTZ CREEK , designated as the Lessee, made this 19th day of June 2009 , for the purpose of leasing to the Lessee 1 Harley-Davidson police motorcycles, under the following terms and conditions:

**1. EQUIPMENT**

1 year 2009 Harley-Davidson police solo motorcycles with windshield, pursuit lamps, strobe light and siren. VIN 1HD1FHM109Y668169 .

**2. AGREEMENT TERM**

This Agreement shall be effective as of the date of execution for a period of 24 months. Motorcycles leased under this Agreement are to be used for Police and related activities only.

**3. PAYMENT PERIOD**

The Lease agreement will be for the amount of \$1500.00 each year . The Lessee shall pay two yearly payments in the amount of \$1500.00. Payments include the cost of the equipment, payment of interest, and administrative costs less the residual value of the motorcycles.

**4. INSURANCE**

At its own expense, the Lessee shall carry Casualty Insurance with respect to the motorcycles and shall carry Public Liability and Property Damage insurance sufficient to protect the full value of the equipment and to protect the Lessor from liability in all events. The Lessee shall carry Workman's Compensation Insurance covering all employees working on, in, near, or about the motorcycles and shall require any other person working on, in, near, or about the motorcycles to carry such coverage. The Lessee shall furnish to the Lessor certificates or other satisfactory evidences of all the insurance coverages described above as required by the terms

and conditions of this Agreement.

**5. INDEMNITY**

The Lessee shall and does hereby indemnify and save the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery and/or return of the motorcycles including, but not limited to injuries causing personal injury, property damage and/or death, but shall be credited with any amounts received by the Lessor with respect thereto from liability insurance secured by the Lessee. That indemnification shall include all costs and expenses including attorney's fees incurred by the Lessor in connection with any suits or actions resulting from any special liability.

**6. LIENS**

The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the equipment, except with respect to the respective rights of the Lessor as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time.

**7. TAXES**

The Lessee shall comply with all laws and shall pay all taxes, if any, including but not limited to Sales and Use Taxes, Excise Taxes, Personal Property Taxes and Assessments and Penalties, Licenses, Registration Fees, Freight and Transportation Charges, Permits and any similar charges imposed on the ownership, possession or use of the motorcycles during the term of this Agreement.

**8. CARE AND USE OF EQUIPMENT**

The Lessee at its own cost and expense shall maintain the motorcycles in good operating condition, repair and appearance, and protect them from deterioration other than normal wear and tear; shall use the motorcycles for police and related activities only, without abuse, and in a

manner contemplated by Cummings Harley-Davidson, shall not make modifications, alterations or additions to the motorcycles (other than normal operating accessories or controls) without the written consent of Cummings Harley-Davidson, which shall not be unreasonably withheld.

Cummings Harley-Davidson shall have the right during normal hours to enter upon the premises where the motorcycles are located in order to inspect, observe or otherwise protect their interest and the Lessee shall cooperate in affording them the opportunity to do the same.

The Lessee agrees to maintain the motorcycles pursuant to the Manufacturer's Standard Preventative Maintenance Contract and/or Recommendations.

**9. DAMAGE OR DETERIORATION OF EQUIPMENT**

In the event the equipment is partially damaged or destroyed prior to the end of the Agreement Terms, the Lessee will promptly have the equipment repaired and restored to its original condition and working order for the purposes intended.

**10. EVENTS OF DEFAULT AND REMEDIES**

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:

- a. Lessee shall fail to make any periodic payment, or to pay any other payment required to be paid hereunder, or
- b. Lessee shall fail to keep any such other term, covenant or condition contained herein.

Upon the occurrence of an event of default as specified above, the Lessee shall fail to remedy such event of default with all reasonable dispatch within a period of thirty (30) days, Lessor or its assigns shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies:

- a. by written notice to Lessee, declare an amount equal to all payments due during the Agreement Term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable.
- b. re-enter and take possession of the equipment enforcing this Agreement or terminating this Agreement, and repossess the equipment and sell or lease the equipment for the account of

Lessee, holding Lessee liable for all payments up to the effective date of such leasing or selling and for the difference in the purchase price, rental and other amounts paid by the Lessee or purchaser pursuant to such lease or sale and the amounts payable by Lessee hereunder, and

- c. take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, Agreement or covenant of Lessee under this Agreement.

**11. DISPOSITION OF EQUIPMENT**

Upon termination of this Leasing Agreement at the end of the rental period, the City of Swartz Creek will have the option of purchasing the Harley-Davidson Motorcycle covered by this Agreement for \$14,500.00 each from Cummings Harley-Davidson. This price does not include windshield, pursuit lamps, strobe light or siren. Said disposition will be determined immediately prior to the end of the Lease Agreement period.

The above terms and conditions are acceptable.

Lessor: Cummings Harley-Davidson

Lessee: City of Swartz Creek

By: 

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

Its: Owner/Managing Member

Its: \_\_\_\_\_

Date: June 19, 2009

Date: June 19, 2009





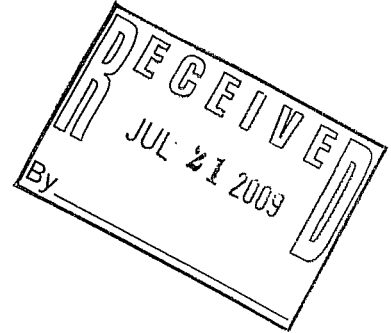
STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

JENNIFER M. GRANHOLM  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

July 17, 2009

Ms. Juanita Aguilar  
Clerk  
City of Swartz Creek  
8083 Civic Drive,  
Swartz Creek, MI 48473-1377



Dear Ms. Aguilar:

RE: MDOT Contract No.: 09-5431  
Control Section: ARU 25402  
Job Number: 106187

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

ARRA



DAB

Control Section	ARU 25402
Job Number	106187
Project	ARRA 0925(038)
Federal Item No.	JJ 3516
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	09-5431

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 July 15, 2009, attached hereto and made a part hereof:

Hot mix asphalt resurfacing work along Morrish Road from Highway I-69 to the railroad tracks of the Canadian National Railway; including cold milling, earthwork and pavement repair work; and all together with necessary related work.

WITNESSETH:

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

AMERICAN RECOVERY AND REINVESTMENT ACT

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.

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 costs incurred by the DEPARTMENT and the REQUESTING PARTY for construction engineering, construction materials testing, and inspection and any other costs incurred by the DEPARTMENT as a result of this contract.

Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) 15 percent of the actual contracted physical construction costs.

The costs incurred by the REQUESTING PARTY for preliminary engineering 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 PROJECT COST, shall:
- A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
  - B. 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 shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

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.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

The REQUESTING PARTY has designed or caused to be designed the plans for the PROJECT at no cost to the PROJECT.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal American Recovery and Reinvestment Act Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$300,000, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required 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 30 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 Federal Funds earned as the PROJECT progresses.

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.

Buy American Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(I); b) the REQUESTING PARTY further certifies that it has completed the tasks

required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, 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.

11. 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.

12. 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 or 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 or 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 or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or 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 or 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.

13. 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) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. 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.

15. 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.

16. 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.

17. 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 owner's 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.

18. In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts for work covered by this contract funded with funds appropriated or otherwise made available by the ARRA:

Pursuant to Section 902 of the ARRA, the United States Comptroller and any of his representatives have the authority:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or any State or local government agency administering the contract, regarding the transactions.

The United States Comptroller and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in Section 902 of the ARRA, nothing in Section 902 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Pursuant to Section 1515 of the ARRA, any representatives of the Inspector General have the authority:

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering

such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant; and

- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

Nothing set forth in Section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

19. As a part of the ARRA, Davis-Bacon prevailing wage requirements apply to all ARRA funded construction projects regardless of location (including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way) and will be adhered to, as applicable, by the parties hereto.

20. Within ten (10) days after the end of each month in which ARRA funded PROJECT work is performed, the REQUESTING PARTY shall provide the DEPARTMENT a monthly report, in a format and on forms approved by the DEPARTMENT, which shall include, for such work performed by the REQUESTING PARTY, the contractor, and all tier subcontractors and consultants in that preceding month:

- \* The total number of employees who performed work on this contract
- \* The total number of hours worked by employees who performed work on this contract
- \* The total wages of employees who performed work on this contract

If necessary to conform to guidance provided by the FHWA concerning the ARRA reporting requirements, the REQUESTING PARTY will revise their reporting as directed by the DEPARTMENT. Failure to comply with the reporting requirements under ARRA would jeopardize the DEPARTMENT'S continued receipt of ARRA funding. Should the REQUESTING PARTY fail to comply with the above monthly reporting, the DEPARTMENT may withhold reimbursement of federal funds for the PROJECT work until compliance is achieved.

21. In accordance with the ARRA, the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts for work covered by this contract funded with funds appropriated or otherwise made available by the ARRA:

Pursuant to Section 1553 of the ARRA, all non-federal employers receiving ARRA funds, including the State of Michigan, all contractors and grantees of the State of Michigan, and all subcontractors and subgrantees, are prohibited from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of:

- (1) gross mismanagement of a contract or grant relating to ARRA funds;
- (2) a gross waste of ARRA funds;



- (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
- (4) an abuse of authority related to the implementation or use of ARRA funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

Any employer receiving ARRA funds must post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

22. 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 resolutions 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 CREEK

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

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

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

FORM APPROVED  
7/17/09  
*[Signature]*  
ASSISTANT  
ATTORNEY  
GENERAL

LAST  
REVIEWED  
7-15-09  
CONTRACTADMIN

July 15, 2009

EXHIBIT I

CONTROL SECTION	ARU 25402
JOB NUMBER	106187
PROJECT	ARRA 0925(038)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$270,500
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CONSTRUCTION ENGINEERING, CONSTRUCTION MATERIALS TESTING, AND INSPECTION (REQUESTING PARTY)	\$ 40,500
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GRAND TOTAL ESTIMATED COST	\$311,000
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$311,000
Less Federal Funds*	<u>\$300,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 11,000

\*Federal Funds for the PROJECT 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.

# **Michigan Green Communities Challenge -** *An Energy Efficiency and Conservation Strategy*

## **Step 1: Obtain Organizational Support (Resolution)**

Passage of the support resolution by the governing body is the first essential step toward achieving the Basic Challenge. This resolution acts as a commitment or pledge to work toward the objectives as identified in the Michigan Green Communities Challenge.

## **Step 2: Assign Responsibility**

Establish an energy manager position/responsibility or management team within the unit of local government. Clearly define roles for the management team which may include a sustainability manager, energy manager, or similar title.

Also consider establishing an advisory commission (or “Green Team”) composed of local residents and business representatives to advise and assist the local governing board on policies and practices dealing with the environment, energy efficiency and conservation.

## **Step 3: Collect all Energy Data for Governmental Operations**

Collection of critical data is an important aspect of preparing an accurate and significant strategy. It allows for establishing a baseline for future analysis of energy reduction efforts and also allows municipalities to benchmark themselves against similar-sized municipal entities.

Local government agencies spend more than \$10 billion a year on energy to provide public services and meet constituent needs while grappling with tightening budgets. Yet nearly one-third of the energy used to run typical government buildings goes to waste.

The Environmental Protection Agency (EPA) provides local and state governments, as well as federal agencies, a proven energy management strategy and no-cost tools to save energy and money and demonstrate their environmental leadership. You may register with the EPA’s Energy Star Challenge and use its tools, or an equivalent system, to conduct a baseline emissions inventory of your governmental facilities.

You should also explore the use of software prepared by the International Council for Local Environmental Initiative’s (ICLEI), i.e. CACP 2009 to create a comprehensive accounting of government and community energy use, energy spending, greenhouse gas and criteria air pollutant emissions. It will also measure all types of energy use including buildings, vehicles and waste.

*Note: The completion and preparation of an Independent Energy Evaluation through the Rebuild Michigan program will satisfy the requirements of Step 3.*

## **Step 4: Assess Situation and Identify Gaps**

Following data collection, a clearer picture of the community's status becomes available. This presents an opportunity to begin setting priorities, identifying low-hanging fruit (projects easily completed at little or no cost), and also shows a community where gaps may exist. When the community can readily identify gaps in its operations, it can begin to address them through planning and implementation.

## **Step 5: Develop Goals and Activities: Planning for the Future**

Goals and activities should be evaluated and selected. Measurable outcomes should be stated so that progress and achievement can be monitored.

## **Step 6: Measure Performance and Quantify Results**

Evaluate the progress made by including formal review processes that compare the outcomes with the projected goals. The evaluation results and information gathered will assist in creating new goals, identifying best practices, and setting new performance goals.

If applicable, the community should review energy use and cost data to measure accomplishments. Energy performance should be compared to baseline information. Measure your results and reward individuals and teams for accomplishments. Document savings opportunities as well as non-quantifiable benefits that can be leveraged for future initiatives.

Celebrate your accomplishments with your community.

## **MICHIGAN GREEN COMMUNITIES CHALLENGE**

### **ATTACHMENT C**

**A community should consider the following suggested goals and activities for inclusion in Step 5 of the Challenge:**

#### **1. Develop and implement an energy improvement plan for governmental operations.**

All local governments engage in planning—which can include land use, transportation, open/public spaces, historic preservation, etc. Increasingly, local governments are recognizing the value in developing plans regarding energy usage. An energy-efficient plan outlines the measures a jurisdiction has and will implement to become more energy efficient and reduce its energy consumption. To determine what types of energy-efficient measures will be implemented, the jurisdiction must first assess the current energy consumption of government-owned and leased facilities. It generally applies to retrofitting existing buildings and sets standards for new governmental facilities to incorporate energy-efficient and sustainable building techniques in their construction.

Implementing energy-efficient and conservation measures into daily operations are essential for reducing energy consumption. An energy improvement plan provides examples of energy-efficient measures that can be applied in areas such as lighting, temperature control, infrastructure, purchasing/procurement, renewable energy, and alternative fuels. Employee awareness should be a fundamental part of the plan. By educating employees about the need for resource conservation and what they can do to make a difference, municipal facilities will become more energy efficient.

Continue tracking energy usage through Energy Star's Portfolio Manager or ICLEI's CACP 2009 software greenhouse gas emissions through a period of three years.

#### **RESOURCES / LINKS:**

[Guidelines for Energy Management](#)

#### **2. Adopt a community sustainability plan, climate protection resolution, or similar commitment by the governing body.**

By adopting a sustainability plan, or a similar document to organize green initiatives, local governments can coordinate efforts that often cross departmental boundaries, gain input and buy-in from governmental staff and additional stakeholders, and track progress to ensure that goals are met. While each jurisdiction should create a plan that suits its particular situation, the development and adoption of the plan is an important exercise that can benefit communities of any size and lead to demonstrable



results. Credit is also given for adoption of resolutions that are circulating nationally—or their equivalent—to promote responsible actions on climate protection through emissions reductions. While these resolutions are best coupled with plans for specific actions and policies, they represent a public commitment on behalf of the community and can be a positive first step.

**RESOURCES / LINKS:**

[City of Grand Rapids](#)  
[Grand Valley State University](#)  
[Michigan Climate Challenge](#)  
[Mayors Climate Protection Center](#)  
[Intergovernmental Panel on Climate Change](#)  
[Michigan Climate Action Council](#)  
[The Michigan Climate Action Plan](#)

### **3. Develop recycling and household hazardous waste programs for residents and businesses.**

Everyone produces waste. Although most waste can be safely disposed in landfills, much of the solid waste stream contains materials that could be processed into usable commodities. Some common recyclables include metals and corrugated cardboard containers. By providing curbside and drop-off programs, a community is supporting jobs (for every one job created in the waste industry, five jobs are created in the recycling industry) and providing residents and businesses an opportunity to do something positive for their community. Recycling reduces energy use and greenhouse gas emissions in addition to extending landfill life and protecting natural resources from the damage of harvesting, mining, and depletion of non-renewable resources such as oil and metals.

**RESOURCES / LINKS:**

[City of Ann Arbor](#)  
[City of Grand Rapids](#)  
[U.S. EPA](#)  
[Tools for Local Government Recycling Programs](#)  
[Michigan Dept. of Environmental Quality](#)  
[WARM - calculator for measuring greenhouse gas \(GHG\) reductions](#)  
[Northeast Recycling Council environmental benefits calculator](#)

### **4. Consider performance contracts.**

An energy audit gives a snapshot look at government facility energy use trends, consumption, and potential opportunities to help better manage facilities. Such an audit evaluates energy consumption practices and provides an analysis that can be the foundation for continued business planning, especially in identifying areas for

energy and cost savings within existing facilities.

The use of energy-saving performance contracting is becoming increasingly attractive to local governments. This is when a government or organization contracts with a private firm to assess and correct energy deficiencies—often with little or no actual cost to the locality as the long-term energy savings offset the costs.

**RESOURCES / LINKS:**

[Rebuild Michigan](#)

[EPA Webinar: Maximize Stimulus Funding with Performance Contracting and ENERGY STAR Retired Engineers Technical Assistance Program \(RETAP\)](#)

[U.S. Environmental Protection Agency](#)

[Portfolio Manager Factsheet](#)

**5. Consider the purchase of electric power from renewable sources or install renewable energy technology (solar, wind, or geothermal) for use in government facilities.**

The total of purchased renewable energy and on-site produced renewable energy must equal at least 1% of the energy used of all governmental facilities.

**RESOURCES / LINKS:**

[Clean, Renewable and Efficient Energy Act \(2008 PA 295\)](#)

**6. Develop a policy to utilize energy-efficient and dark sky-compliant outdoor light fixtures.**

**7. Establish a policy of adherence to LEED certification criteria for all new government facilities.**

**8. Approve or build a LEED-certified government building or renovate an existing building to LEED-certified level.**

**9. Implement an internal government program that reduces, reuses and recycles paper, plastic and other materials.**

**10. Establish a procurement policy of a minimum of 30 percent post-consumer recycled content for everyday office paper use (consistent with the current federal government policy).**

**11. Adopt a “green fleet” policy that incorporates, at a minimum, the purchase of low-emitting, fuel-efficient vehicles for vehicle fleet**

replacement and the use of alternative fuels (biodiesel, natural gas, ethanol) in fleet operations.

12. Promote light rail systems, increased busing, and other modes of transportation.

13. Develop and implement a plan for tree preservation and planting.

14. Adopt an anti-idling policy for government fleet vehicles.

15. Develop diesel engine retrofits partnership (NOx filters and particulate traps) with the heavy construction industry to reduce air pollutants.

16. Provide employee benefits for ride sharing, walking, biking or taking public transit to work.

17. Adopt a policy that a minimum of 20 percent of the eligible workforce should participate in alternative work schedules or telework by 2010.

18. Develop an employee education program on policies/practices relating to the environment and energy conservation.

19. Establish an advisory commission (or “Green Team”) composed of local residents and business representatives to advise and assist the local governing board on policies and practices dealing with the environment, energy efficiency and conservation.

20. Develop and implement an energy efficiency and conservation education program for the local community dealing with the environment and energy.

21. Create a water protection education program.

Water is essential for communities and cannot be taken for granted. Education establishes a foundation for working together to secure and protect this vital natural

resource. Understanding water's flow through our daily lives informs the debate about the cost and value of public investments in municipal water supplies.

**RESOURCES / LINKS:**

[American Water Works Association](#)

[U.S. EPA Water](#)

[Water Resources Advisory Council](#)

[Statewide Resource Network](#)

[SEMCOG](#)

**22. Offer incentives for residents and businesses to retrofit all lighting systems with energy-efficient bulbs.**

**23. Target major institutions and industries for an educational campaign about ways to reduce energy consumption.**

**24. Create a program to help residents replace older air conditioning and refrigeration units with more efficient models.**

**25. Implement real-time pricing of electricity to show residents the increased cost they experience during peak demand times.**

**26. Partner with nonprofit organizations and governmental agencies for the purpose of retrofitting existing facilities to improve energy efficiency.**

**27. Develop and implement programs to conserve energy used in transportation, including but not limited to:**

- Employee flex time programs;
- Promoting use of satellite work centers;
- Development and promotion of zoning guidelines or requirements that promote energy efficient development;
- Development of infrastructure such as bike lanes and pathways and pedestrian walkways;
- Synchronization of traffic signals;
- State/local/regional integrated planning activities (i.e. transportation, housing, environmental, energy, land use) with the goal of reducing greenhouse gas emissions and vehicle miles traveled;
- Improvements in operation and system efficiency of the transportation system such as implementation of intelligent transportation system (ITS) strategies;

- Idle-reduction technologies and/or facilities to conserve energy, reduce harmful air pollutants, and greenhouse gas emissions from freight movement; and
- Installation of solar panels on interstate rights-of-way to conserve energy in highway operations and maintenance activities.

**28. Implement distributed energy resource technologies that significantly increase energy efficiency, including:**

- District heating and cooling systems
- Combined heat and power systems
- Cogeneration systems
- Energy storage systems
- Absorption chill
- Desiccant humidifiers
- Micro turbines
- Group source heat pumps

**29. Consider the implementation of technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar waste-related sources, such as wastewater treatment plants, operations producing food waste, dairy farms and other animal operations.**

**RESOURCES / LINKS:**

[The Michigan Climate Action Plan](#)

**30. Replace traffic signals and street lighting with energy efficient lighting technologies, including light emitting diodes; and any other technology or equal or greater energy efficiency.**

**31. Update government buildings by developing, implementing and install onsite renewable energy technology that generates electricity from renewable resources, including solar energy, wind energy, fuel cells, and biomass.**

**32. Consider any other appropriate activities which have been outlined within a community's Energy Efficiency and Conservation Strategy as developed under the EECBG program.**

# Rebuild Michigan

## ENROLLMENT AGREEMENT

This agreement between the Michigan Department of Energy, Labor & Economic Growth, Bureau of Energy Systems (BES) and the , outlines each organization's responsibilities for participating in the Rebuild Michigan program. Rebuild Michigan fosters partnerships that promote increased energy efficiency and renewable energy within a community. Rebuild Michigan provides services to public schools, community colleges, universities, public housing commissions and local governments to encourage energy efficiency improvements in their facilities. Assistance includes an assessment of energy savings potential for each building and recommendations and consultation regarding next steps (including an appropriate level of engineering services for Technical Energy Analyses (TEA)/project). A consultants' directory, project financing information and project troubleshooting are also offered.

### **The Enrollee agrees to:**

- Designate an organization representative to serve as the principal contact with BES.
- Provide specific information for each participating building (see page 2).
- Present the Introductory Energy Evaluation report (prepared by BES) to the appropriate governing body, committee or individual responsible for approving an energy efficiency project.

If energy efficiency potential is identified the Enrollee agrees to:

- Participate in a planning session with BES staff to discuss/assess enrollee interest in undertaking an energy efficiency project and to determine what BES support services will be needed.

If Enrollee decides to pursue a TEA or performance contract, the Enrollee agrees to:

- Contract with TEA analyst or Energy Service Co. (ESCO) to complete a TEA for each participating building. (Guidelines are available from the BES for quality assurance.)
- Direct their selected TEA analyst or ESCo to forward a draft copy of the TEA report to BES for review and approval, prior to organization's acceptance.
- Present TEA/performance contract recommendations to the appropriate governing body, committee or individual responsible for authorizing the recommended energy efficiency project(s).

When authorized to implement the project, the Enrollee agrees to:

- Provide a description & cost of the installed energy efficiency measures and copies of current utility bills for participating buildings to the BES as reasonably requested.

### **The Bureau of Energy Systems agrees to:**

- Analyze the previous 12-months of energy usage for each participating building (up to 10 buildings or a maximum of 750,000 ft<sup>2</sup>), conduct a walk-through of each building and provide the Enrollee with a written report on their relative energy efficiency and areas for potential savings.
- Maintain a directory of consultant firms that conduct TEAs and participate in the Rebuild Michigan Program...
- Review all Technical Energy Analyses for quality, accuracy and completeness.
- Assist enrollee in resolving technical issues that may arise during project installation.
- Assist enrollee in evaluating first year energy savings and other project benefits.

Contact/Building Information

Contact Person & Title:

Ph. #:  Fax #:  E-mail:

Address:

City:  State: Michigan Zip Code:

Rebuild Michigan Project Buildings:

	Building Name	Address	Sq. Ft.	Yr. Built
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
8	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
9	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

\*Most recent 12 months of utility data (or copies of utility bills) is required for each building listed

Planning Questions: (500 character maximum, attach additional sheet(s) if necessary)

1. What are your goals for building performance and energy reduction?

2. How will building energy improvements fit in with other organization priorities?

3. What financing options and sources are you considering for building improvements?

4. What is your likely timeframe for developing and completing an energy efficiency project?

Enrollee:
<input type="text"/>
Signature/Date
<input type="text"/>
Title/Position

Bureau of Energy Systems, MI Department of Energy, Labor & Economic Growth:
Signature/Date
Title/Position



**BUDGET REPORT FOR CITY OF SWARTZ CREEK  
2009-2010 FISCAL YEAR**

**Assumption ZZZ-Final**

	<b>Actual FY 08 YE Balance</b>	<b>FY 09 Estimated YE Revenues</b>	<b>FY 09 Estimated YE Expend</b>	<b>FY 09 Effect on Fund Balance</b>	<b>Estimated FY 09 Year End Fund Balance</b>	<b>Recom'd FY 10 Operating Revenues</b>	<b>Recom'd FY 10 Project Revenues</b>	<b>Recom'd FY 10 Operting Expend</b>	<b>Recom'd FY 10 Project Expend</b>	<b>FY 10 Effect on Fund Balance</b>	<b>Estimated FY 10 Year End Fund Balance</b>
<b>General Fund</b>	<b>1,092,411</b>	2,082,068	2,174,083	(92,015)	<b>1,000,396</b>	1,995,145	16,771	1,992,145	19,771	<b>0</b>	<b>1,000,396</b>
<b>Major Streets Fund</b>	<b>666,226</b>	434,974	665,949	(230,975)	<b>435,251</b>	255,200	850,000	109,458	975,615	20,127	<b>455,378</b>
<b>Local Streets Fund</b>	<b>242,927</b>	85,088	153,090	(68,002)	<b>174,925</b>	71,050	15,000	93,523	146,488	(153,961)	<b>20,964</b>
<b>Garbage Fund</b>	<b>561,199</b>	391,568	301,984	89,584	<b>650,783</b>	380,025	0	478,338	0	(98,313)	<b>552,470</b>
<b>DDA Fund</b>	<b>17,178</b>	53,415	33,439	19,976	<b>37,154</b>	49,565	3,500	12,750	42,000	(1,685)	<b>35,469</b>
<b>Drug Enforcement Fund</b>	<b>3,155</b>	109,063	111,165	(2,102)	<b>1,053</b>	17,087	0	16,061	0	1,026	<b>2,079</b>
<b>City Hall Debt Fund</b>	<b>2,034</b>	92,204	93,380	(1,176)	<b>858</b>	91,004	0	91,004	0	0	<b>858</b>
<b>Water Tran Debt Fund</b>	<b>1,523</b>	69	31	38	<b>1,561</b>	0	0	0	0	0	<b>1,561</b>
<b>Capital Projects Fund</b>	<b>23,817</b>	110	21,965	(21,855)	<b>1,963</b>	0	0	1,963	0	(1,963)	<b>0</b>
<b>Fire Equip Fund</b>	<b>164,416</b>	1,695	0	1,695	<b>166,111</b>	0	0	<b>87,767</b>	0	(87,767)	<b>78,344</b>
<b>Water Fund</b>	<b>1,402,663</b>	1,029,800	885,750	144,050	<b>1,546,713</b>	1,338,715	0	1,357,287	0	(18,572)	<b>1,528,141</b>
<b>Sewer Fund</b>	<b>1,635,921</b>	867,972	1,017,849	(149,877)	<b>1,486,044</b>	1,204,650	0	1,061,139	159,100	(15,589)	<b>1,470,455</b>
<b>Motor Pool Fund</b>	<b>559,879</b>	144,945	217,262	(72,317)	<b>487,562</b>	73,288	0	281,340	0	(208,052)	<b>279,510</b>
<b>Totals</b>	<b>6,373,349</b>	<b>5,292,971</b>	<b>5,675,947</b>	<b>(382,976)</b>	<b>5,990,373</b>	<b>5,475,729</b>	<b>885,271</b>	<b>5,582,775</b>	<b>1,342,974</b>	<b>(564,749)</b>	<b>5,425,625</b>



# AIA<sup>®</sup> Document A101<sup>™</sup> – 1997

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the Twenty third day of July  
in the year of Two thousand nine (2009)  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

Swartz Creek Senior Citizens, Inc.  
8095 Civic Drive  
Swartz Creek, Mi 48473-4122

and the Contractor:  
*(Name, address and other information)*

DCC Construction, Inc.  
9100 Lapeer Rd, Suite A  
Davison, Mi 48423

The Project is:  
*(Name and location)*

Additions to:  
Swartz Creek Senior Center  
8095 Civic Drive  
Swartz Creek, Mi 48473

The Architect is:  
*(Name, address and other information)*

Hull Stephens and Associates, Architects  
5023 Holland Drive  
Swartz Creek, Mi 48473

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **120** days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Four Hundred forty thousand four hundred** Dollars (\$ **440,400.00** ), subject to additions and deductions as provided in the Contract Documents.



§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

See Exhibit A

§ 4.3 Unit prices, if any, are as follows:

Excavations \$9.00 Per Cu Yd

Compacted Sand \$12.00 Per Cu Yd

Concrete \$225.00 Per Cu Yd

All are labor and material

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **first** day of a month, the Owner shall make payment to the Contractor not later than the **tenth** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **ten** ( **10** - ) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.



§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of <sup>ten</sup> percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:



## ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 The Owner's representative is:  
(Name, address and other information)

Jim Florence

§ 7.4 The Contractor's representative is:  
(Name, address and other information)

Jason Pociask

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:



**ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS**

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows

Document	Title	Pages
----------	-------	-------

See sheets SP1 and SP2 of the drawings.

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows: (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

See SP3 of the drawings

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below: (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

See exhibit B

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Addendum dated June 24, 2009, Items 1 thru 37.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

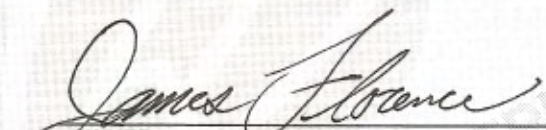
AIA Document A101™ – 1997. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991 and 1997 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.




§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

See Exhibit C - Bid Clarifications - Items dated from June 10, 2009 10:00 AM through June 24, 2009 11:35 AM.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

  
OWNER (Signature)  
JAMES FLORENCE, PRESIDENT

  
CONTRACTOR (Signature)

  
SECRETARY  
(Printed name and title)

LOUIS J. STEFAUKO, VP  
(Printed name and title)

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



Additions to:  
Swartz Creek Senior Center  
8085 Civic Drive  
Swartz Creek, Mi 48473  
Architect's Job No 2008.11  
Bids Due: June 25, 2009 at 4:00 PM local time

www.hsaa.com

Addendum  
June 24, 2009

### Special Note

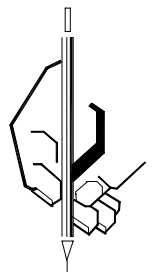
This addendum to the Plans and Specifications for the above captioned work is hereby made a part of the aforementioned Plans and Specifications and shall be as binding as though contained therein.

### Scope of Work

The following items are changes, additions, eliminations, clarifications and/or errors and omissions in the Plans and Specifications, and shall be considered by the Contractor in making up and submitting his base proposal.

### Addenda Items:

1. Sheet A3 of the drawings. Delete the references to "FOYER 103 ELEVATION". The foyer elevation is shown on Sheet A4.
2. The granite countertops in the kitchen shall be SenSa Natural Stone, Giallo Latina. Can be purchased at Lowe's.  
<http://www.sensagranite.com/sensaColors.cfm>
3. See Sheet A3 of the drawings (Revised 06 11 09) for information on the kitchen pass-thru window
4. Include in the bid an Alternate A2 for additional cost to remove the existing roof shingles on the entire existing building and install new shingle roofing system as specified. See Sheets A3 Roof Plan and C1 Developmental Site Plan for the areas involved.
5. Include in the bid an Alternate A3 for additional cost to remove the existing roof shingles on the North and East roof faces of the existing building and install new shingle roofing system as specified. See Sheets A3 Roof Plan and C2 Developmental Site Plan for the areas involved.
6. Sheet SP3, Item 11.1. Change cabinet specification to Shenandoah Cabinetry. Style/color is Bluemont Square Oak Natural. Include standard pulls. All doors and drawers shall receive keyed locks. Available at Lowe's.
7. Sheet A2, Door Schedule. Change hardware designation for doors 124 and 125 from G-11 to G-5.



8. Sheet A2, Hardware Schedule. Change hardware group G-5 from Closer (LT) to Closer (HT).
9. Sheet A2, Door Schedule, Doors 114 and 115. Change frames from HM to WD (from hollow metal to wood).
10. The drawing sheet with the Building Sections is identified as "Sheet A7 of 8". Change that identification to read "Sheet A5 of 7"
11. Sheet SP3, Item 4.6. Change the brick specification from "Statesville Chestnut" to "Hanson Arenac Blend" (match the existing).
12. Detail 4/A5. Add note indicating 1/2" plywood (or OSB) exterior wall sheathing attached to the exterior of the studs and 1" Styrofoam sheathing attached to the wall sheathing. See revised drawings.
- 13.** The ceiling tile in Foyer 101 shall be direct glued to the drywall (no grid).
- 14.** Sheet P1. Add the Note #21 to the Plumbing Specifications as follows: "All fixtures and water heater connections shall receive shut-off valves on both hot and cold water line connections".
15. Sheet M1. Add a 6"x4" metal duct from the vented attic space to within 6" of the floor in the North end of Mechanical room 112 for combustion air to the water heater.
16. Include the 6" concrete driveway approach to the Annex Building in the deduct alternate A1. The concrete paving over the underground detention system and the North/South replacement of the existing sidewalk shall remain in the base bid.
17. Sheet P1, Plumbing Fixture Schedule, fixture P1. Change to read American Standard "Cadet 3 elongated".
18. Sheet P1, Plumbing Fixture Schedule, Fixture P8. Change to read "Elkay Wall Mount ADA Cooler, Model Number EMABFTL8LC".
19. Sheet E1. The existing electrical panels RP-A and RP-B are located on the East wall of the existing mechanical room, North of the existing restrooms.
20. Sheet A7. The sand and grease trap shall have a minimum capacity of 9 cubic feet.
21. Sheet SP3, Item 9.9. Change this item to read as follows: "Quarry tile shall be standard grade conforming to ANSI A137.1, as manufactured by American Olean Tile Company. Supply 6"x6"x1/2" tiles. Utilize thin-set Laticrete 254 Platinum bed and Laticrete SpectraLock Pro grout per manufacturer's recommendations. Color and pattern of tile and grout will be selected from manufacturer's standard selection. To include 4" high coved base."
22. Sheet SP3, Item 9.10. Change this item to read as follows: "Hardwood floor shall be similar Armstrong Premier Performance Oak Natural EHP300, 3/8"x3", 3 year commercial warranty, direct glue down Sika T55 adhesive. Use matching reducer strips at vertical transitions as required. Install per manufacturer's instructions."
23. Sheets A2, A6. The covered area (8'x12') on the exterior side of Door 101 shall receive porcelain tile as specified on Sheet SP3, Item 9.8.
24. Sheet A4, FOYER 103 ELEVATION. The signage reading "WELCOME" shall be 6" high.

25. Sheet C1. Change the note "MANACURED PRIVIT HEDGE" to read as follows: "COMMON PRIVET (LIGUSTRUM VULGAR) 12"-18" HIGH, 3'-0" OC (24 REQUIRED)".
26. Sheet M1, Equipment Schedule. Add Bryant, Luxair, and Amana as acceptable furnace manufacturers.
27. See Sheet C1 (06 22 09 / LANDSCAPING REVISIONS) for area to be restored.
28. Sheet A7, Annex Building. Add the following note: "PROVIDE A 4" DIA EMPTY UNDERGROUND CONDUIT FROM THE CENTER ADDITION TO THE ANNEX BUILDING FOR FUTURE USE BY THE OWNER"
29. Sheet SP3, Item 8.24. Change this item to read as follows: "Exterior overhead door (AN3 ON DOOR SCHEDULE, SHEET A2) shall be similar to Raynor Affina, 2" insulated, flush, 24 gauge embossed galvanized steel with baked-on paint finish, color to be selected. To include weather striping at sill, jambs, and header."
30. Sheet SP3, Item 8.25. Change this item to read as follows: "Overhead door (AN2 ON DOOR SCHEDULE, SHEET A2) shall be similar to Raynor Tri-Core series TC, insulated, 3" thickness, 3" track. Include vinyl weather-stripping on jambs, head, and sill. All materials and installation requirements to comply with manufacturer's standard specifications. Overhead door operator shall be similar to Raynor RBT belt drive with photo eyes, one wall mounted control and one radio control."
31. Sheet P1, Fixture P2. Change the Accessories column to read: "SLOAN SF2350 BATTERY POWERED SENSOR ACTIVATED 4" CENTERSET LAVATORY"
32. Sheet SP3, Item 9.3. Change this item to read as follows: "NOT USED"
33. Sheet A2, Door Schedule, Door #124. Change frame material from AL to HM.
34. Sheet E2, Electrical Panel RPE shall be changed from "MAIN LUG ONLY" TO "MAIN BREAKER".
35. Sheet SP3, Item 8.1 – Change the Winco model number from 2250 to 3410.
36. Sheet SP3, Item 8.18 – Change "perforated slats" to "solid slats".
37. The Owner will provide temporary electric power at not cost to the Contractor. Do not include temporary electric power in your bid.

END OF ADDENDA

**EXHIBIT A**

July 23, 2009

Additions to:

Swartz Creek Senior Center  
8095 Civic Drive  
Swartz Creek, Michigan 48473

Architect's Job Number 2008.11  
Construction Documents dated June 23, 2009  
Construction Contract dated July 23, 2009  
Construction Contract between:

Owner: Swartz Creek Senior Citizens, Inc.  
Contractor: DCC Construction, Inc.

**ALTERATIONS TO THE CONSTRUCTION DOCUMENTS**

Base Bid		\$582,500.00
Alternate A1 – Delete Annex Building	Deduct	75,990.00
Change ceiling tile to comparable alternate	Deduct	1,805.00
Change door hardware from Schlage to Yale or Corbin	Deduct	2,000.00
Change porcelain tile to Cliffpoint by Dal-Tile	Deduct	1,085.00
Delete folding partition FP-1 and FP-2	Deduct	8,990.00
Delete all cabinets and countertops	Deduct	19,730.00
Change HVAC “Airfloor” system to conventional overhead system	Deduct	27,000.00
Change wood floor in room 109 to commercial grade vinyl	Deduct	5,500.00
Total Deductions		142,100.00
Revised Contract amount		\$440,400.00

**POTENTIAL CHANGE ORDERS**

Add Annex Building as defined as Alternate A1	Add	\$75,990.00
Add folding partition FP-1 and FP-2	Add	8,990.00
Add cabinets as detailed in Merillat Essentials Rutland II	Add	12,035.00
Add countertops in plastic laminate	Add	2,865.00
Change floor in room 109 back to wood floor as originally specified	Add	5,500.00
Add Annex foundations, floor slab, underground utilities, & drainage.	Add	11,735.00
Install specified shingles over existing shingles on existing building.	Add	10,540.00

The Contractor shall be responsible for advising the Owner when the various potential change orders are required to be written.

**END OF EXHIBIT A**

**EXHIBIT B**

July 23, 2009

Additions to:

Swartz Creek Senior Center  
8095 Civic Drive  
Swartz Creek, Michigan 48473

Architect's Job Number 2008.11

Construction Documents dated June 23, 2009

Construction Contract dated July 23, 2009

Construction Contract between:

Owner: Swartz Creek Senior Citizens, Inc.

Contractor: DCC Construction, Inc.

**LIST OF DRAWINGS**

<b>SHEET NO</b>	<b>DESCRIPTION</b>
T1	TITLE SHEET
C1	DEVELOPMENTAL SITE PLAN
C2	DRAINAGE PLAN
C3	SOIL EROSION AND SEDIMENTATION CONTROLS
A1	FOUNDATION AND FRAMING PLANS
A2	FLOOR PLAN AND SCHEDULES
A3	ROOF AND CEILING PLANS
A4	EXTERIOR ELEVATIONS
A5	BUILDING SECTIONS
A6	ENTRANCE DETAILS
A7	ANNEX BUILDING (ALTERNATE A1)
M1	HVAC PLAN AND SPECIFICATIONS
M2	HVAC DETAILS
E1	ELECTRICAL POWER PLAN AND SPECIFICATIONS
E2	ELECTRICAL LIGHTING PLAN
SP1	ARCHITECTURAL GENERAL CONDITIONS
SP2	MEP GENERAL CONDITIONS
SP3	ARCHITECTURAL SPECIFICATIONS

**END OF LIST OF DRAWINGS**

**EXHIBIT C**

Additions to:  
Swartz Creek Senior Center  
8095 Civic Drive  
Swartz Creek, Mi 48473  
Architect's Job No 2008.11  
Bids Due: June 25, 2009 at 4:00 PM local time

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

**CLARIFICATIONS**

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July 9, 2009 2:00 PM

Due to economic realities the Center is forced to change its decision of June 30, 2009 and award the contract to DSS Construction based on them being the low bidder for the base bid only.

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June 30, 2009 – 1:00 PM

Sorenson & Gross has been awarded the contract based on being the low bidder, which includes the Center Addition, Annex, and total re-roof of the existing building.

---

June 24, 2009 – 11:35 AM

Question: You have given us the cost of the building permit and the cost of the water meter. Please confirm that these two numbers are to be included in our base bid.

Answer: These costs are what the City quoted to me. I will caution that the building permit cost is a function of the construction cost and is based on an estimate of \$500,000. If you want a more refined cost please call the building inspector at 810 635 4464. Yes, they are to be included in the base bid.

---

June 24, 2009 – 11:15 AM

It is reported that the download link does not contain the updated plans. The correct zip file is now posted to the website

---

June 24, 2009 – 10:55 AM

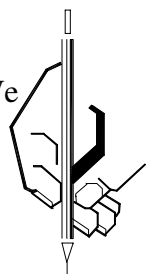
Degenhardt & Son indicates his fax number is incorrect on the bidders list. His fax number is 248 642 7802. See the revised bidders list on the website.

---

June 24, 2009 – 10:00 AM

**FREEZE NOTICE**

The Plans and Specification are now frozen. There will be no further changes to the bid documents. Clarifications will continue to be posted until 3:00 PM on June 25, 2009. We recommend you do the following:



1. Download a complete set Plans and Specification dated “06 24 09 / CONTRACT” to your computer. If you prefer you can purchase a complete set of hard line drawings from Burton Blue Print at (810)733-1300. These documents have been updated on an ongoing basis as the addendum evolved. The only changes made to these documents are those contained in the addendum. These documents are what the construction contract will be based on.

To download the entire revised bid package, go to [HYPERLINK "http://www.hsaa.com/scsc" www.hsaa.com/scsc](http://www.hsaa.com/scsc) and click the link labeled “Click here to download the bid documents”. Follow the instructions to download the zip file, which when extracted will contain the following:

- Plans and Specifications.pdf
- Invitation to Bid.pdf
- Addendum.pdf
- Proposal Form.pdf
- Bid Tabulation Form.pdf

Alternately you can select each PDF item individually on the web site and save them or print them.

2. Review these documents to make sure your bid reflects the requirements of these documents.
3. Use the Proposal Form in this download package as it is updated from previous postings.
4. Print the Addendum document. Acknowledge it by signing it, and attach it to your Proposal Form when you submit your bid.
5. A limited number of Bid Tabulation Forms will be available at the bid opening. We suggest you print the form included in the download and bring it with you to the bid opening.

Before I lose some of you, On behalf of the Swartz Creek Senior Center, we wish to thank everyone for your participation in this bid process. I particularly appreciate your patience with me as I blundered through bidding a project in the digital world for the first time.

---

June 23, 2009 9:55 AM

Question: Specs say that we have to provide and pay for temp electric service and usage, but is there any way we can use owner's existing service for this with service cost paid by the owner??

Answer: The Owner will pay the temporary electric usage. See the addendum

---

June 23, 2009 9:30 AM

Question: Spec says that we have to maintain adequate security on the premises at all times. Does this mean that we have to have a security person on site evenings, weekends and holidays??

Answer: The purpose of this section of the specification is to protect the Owner from liability for the Contractor's failure to protect himself from theft and/or vandalism. You should provide security that will be to the satisfaction of your insurance carrier, or your tolerance for liability. The Owner will have Builder' Risk Insurance to cover his responsibilities.

---

June 23, 2009 – 3:10 PM

Question: Are the 6” Sanitary Lead, 1” Water Service Lead, and 4” Conduit to the annex to be in the deduct for the annex?

Answer: Those items mentioned connecting the Annex Building to the Center Addition are to be included in Alternate A1.

---

June 23, 2009 – 2:50 PM

Question: The sign detail on Sheet A4 shows the cast letters will be installed on Omega-LE Panels what type of material is Omega?

Answer: You can obtain information on the Omega-Lite panels at [HYPERLINK "http://omegapanels.com/products/archoverview.asp"](http://omegapanels.com/products/archoverview.asp)  
<http://omegapanels.com/products/archoverview.asp> . This material is installed over 1/2" plywood so you can attach your signage through the Omega-Lite panels into the plywood.

---

June 23, 2009 – 1:45 PM

Question: Please clarify ACT at rooms 102, 104, 105 & 106. A3 reflective ceiling plan shows 2x4 and room finish schedule on A2 shows 2x2

Answer: The finish schedule is correct. The ceiling plan should show 2'x2' ceiling tile in rooms 102, 104, 105, 106.

---

June 23, 2009 – 11:50 AM

DW Construction has requested to be removed from the bidders list. See the revised bidders list on [www.hsaa.com/scsc](http://www.hsaa.com/scsc).

---

June 23, 2009 – 11:30 AM

Reminder: The Plans and Specifications will be frozen at 10:00 AM on June 24, 2009. No changes will be made after that time, although clarifications will continue to be posted until 3:00 PM on June 25, 2009.

---

June 23, 2009 – 11:00 AM

Question: How many trees are specified to be removed

Answer: Six trees. See Sheet C1 with the trees illustrated as being dashed.



---

June 23, 2009 – 10:20 AM

See Addendum Item # 4. Change reference to Sheet C2 to read Sheet C1.

---

June 23, 2009 – 10:00 AM

See Addendum Item #31 for a change to the roll-up doors (solid slats in lieu of perforated slats).

---

June 23, 2009 – 9:50 AM

Question: Where is the break in the countertop (from 36” on the cabinets to 30” at the desk height area?)

Answer: Extend the 36” high countertop to the East wall and finish the 6” vertical surface with plastic laminate to match the tops.

---

June 23, 2009 – 9:30 AM

Addendum Item #30. Delete references to electric edge safety devices for the overhead door operator.

---

June 23, 2009 – 9:30 AM

See addendum with a change to the Winco window model number.

---

June 23, 2009 – 9:15 AM

Please be advised that the Owner’s legal name is “Swartz Creek Area Senior Citizens, Inc.” The proposal form is changed to reflect this.

---

June 23, 2009 – 8:45 AM

Question: Just for your info, detail 3 on A5 shows a cut through the Activity Room, but A1, A2, and A3 say it should show a cut through Passage, two Offices, Foyer and one of the Toilets. Is there any detail that we need to see for bidding purposes in those rooms??

Answer: Section 3/A5 cut line on sheets A1, A2, A3 should be rotated 90 degrees clockwise so that it cuts thru the building wing going West. The revised plans to be posted on June 24 will show that correction.

---

June 22, 2009 – 3:00 PM

Question: At the tail end of the pre-bid meeting, the owner said that they > would let you know what the shingles are on the existing building. Have > you found that out yet?

Answer: The shingle specification is remaining as shown on Sheet SP3, Item 7.9. We are asking for Alternates A2 and A3, which in effect replaces the existing shingles with the shingles specified in Specification Item 7.9. See the Addendum, Items #4 and #5.

---

June 22, 2009 – 1:40 PM

Question: Questions on spec section

10.7 Is there interior signage? If so where is the sign schedule?

10.8 Sheet A.4 has WELCOME letters also, are these letters

the 6" that are listed in 10.10 (no letters on sheet A3)

Answer: 10.7 refers to the interior "small" door signs scheduled on the Sign Schedule on the right hand side of Sheet SP3

10.8 refers to the exterior sign illustrated on Sheet A4.

10.9, 10.10 refers to interior signs illustrated on Sheets A4 and A6. The wordings (and sizes) are "LIBRARY" (8"), "SENIOR CENTER" (8"), "WELCOME" (6"). As you say, there are no signs illustrated on Sheet A3. See Addendum Items #1 and #24.

---

June 22, 2009 – 1:15 PM

Question: The specifications mention texture spray finish, but I do not see any called out on the plans. Please confirm that there is no texture spray finish on this project.

Answer: There is no textured spray on this project. Thank you for your observation. See the addendum.

---

June 22, 2009 – 11:50 AM

Case Construction has requested to be removed from the bidders list.

---

June 22, 2009 – 11:15 AM

Owner Requests:

1. Add 4" diameter underground conduit from the Center addition to the Annex Building for future use by the Owner. See the Addendum
2. Change the toilet room lavatory fixtures to battery operated sensor fixtures. See addendum items #17 and #32.

---

June 22, 2009 – 10:00 AM

Question: Have the plans already been approved through Plan Review or should we include an allowance fee for that. Also will a Soil Erosion Permit & a Tap Fee be required on this project.

Answer:

1. The plans have been approved by the City of Swartz Creek.
2. The plans have not been approved by Genesee County. The Contractor shall be responsible for obtaining all plan reviews and permits, including Soil Erosion, required by Genesee County. The Owner will pay the plan review and permit fees directly. Do not include these costs in your bid.

3. Tap-in fees will be required for this project. However, the Invitation to Bid specifies that tap-in fees are not to be included in the bids.

---

June 22, 2009 – 9:10 AM

Question: For the Landscaping, what type of pines are to be planted? Is the 3.39 acres to be disturbed as noted on C 3 the correct amount and to be restored? What is the correct way to reseed everything? Can it be just seed and straw or just Hydroseed?

Answer:

1. Change the notes referencing 4' pines on sheet C1 as being "NOT IN CONTRACT". The Owner will install these items.
2. Change Addendum Item # 25 to read: "Sheet C1. Change the note "MANACURED PRIVIT HEDGE" to read as follows: "COMMON PRIVET (LIGUSTRUM VULGAR) 12"-18" HIGH, 3'-0" OC (24 REQUIRED)".
3. See Sheet C1 (06 22 09 / LANDSCAPING REVISIONS) for area to be restored as well as locations for the privet plants. Also, see addendum Item #27.
4. The areas to be restored can be reseeded with straw mulch or hydro-seeded at the contractor's option.

---

June 22, 2009 – 9:00 AM

The following are acceptable window and sliding door substitutes:

Windows: Nex-Gen NX-640

Sliding Doors: Nex-Gen NX-840

---

June 19, 2009 – 3:30 PM

JW Morgan Construction has requested that their bids be submitted under a different name and contact phone and fax numbers. The bidders list is being revised to reflect these changes

---

June 19, 2009 – 2:40 PM

Question: Is Bryant an acceptable manufacturer for the furnaces?

Answer: Yes. See the addendum.

---

June 19, 2009 – 2:10 PM

Question: It was my understanding that the general bldg permit fee and cost for the water meter would be posted to this site. When will you have this info.?

Answer: The building permit cost was posted on June 10, 2009. Repeating:

1. The City of Swartz Creek building permit fee for \$500,000 construction cost will be \$2595.00.

The cost to purchase the 2" water meter from the City is \$2500.

---

June 19, 2009 – 1:50 PM

Questions:

1. Could not find kitchen exhaust hood model number
2. Is Luxair and/or Amana acceptable furnace manufacturers?

Answers:

1. The website address to the specified exhaust hood is [HYPERLINK](http://www.nutone.com/product-detail.asp?ProductID=11342)  
"http://www.nutone.com/product-detail.asp?ProductID=11342"  
<http://www.nutone.com/product-detail.asp?ProductID=11342>
2. Luxair and Amana are acceptable furnace manufacturers. See the addendum.

---

June 19, 2009 – 11:30 AM

Please clarify the manicured privit row along the east side of the new addition shown on C1. Type, size & quantity of plant?

Response: See the addendum for this information.

---

June 18, 2009 – 12:05 PM

A revised specification for the wood floor in Activity Room 109 will be posted in the addendum on the afternoon of Friday, June 19, 2009

---

June 18, 2009 – 11:58 AM

Question: What is the size of the sand and grease interceptor in the Annex Building?

Answer: The grease interceptor shall have a minimum capacity of 9 cubic feet. See the addendum.

---

June 18, 2009 – 11:25 AM

Question: Where in the existing building are the existing main electrical panels located?

Answer: They are located on the East wall of the existing mechanical room, North of the existing restrooms. See the addendum.

---

June 18, 2009 – 10:35 AM

Question: Sheet A8 Annex Building floor plan. What are the 4' lines labeled "FD"?

Answer: They are light fixtures. See the light fixture schedule on sheet E2.

---

June 18, 2009 – 10:30 AM

Question: Does the quarry tile in the kitchen receive epoxy grout, as is specified for the porcelain tile?

Answer: Yes.

---

June 18, 2009 – 9:20 AM

Question: Should the backsplash on the granite tops be 2" thick or ¾" thick?

Answer: The granite tops shall be 2" thick with ¾" backsplash.

---

June 18, 2009 – 9:15 AM

The following light fixture schedule is an acceptable substitute for the schedule on the plans:

Ln	Qty	Type	Brand	Catalog # /
----	-----	------	-------	-------------

**Line Comments**

1	8	FA	Metalux	2GCFA-432A125-UNV-ER82-G2-U
2	48	FB	Paralux	2P2GX-417S44I-UNV-ER82-U
3	8	FC	Metalux	2P2GX-417S44I-UNV-ER82-U
4	8	FC	Iota	I-232
5	1	FD	Metalux	SSF-232-UNV-ER82-U
6	2	FE	Metalux	2GCFA-232A125-UNV-ER81-G2-U
7	4	FF	Metalux	WS-432A-UNV-ER82-U
8	1	FF	Metalux	WS-432A-UNV-ER81-U
9	4	MA	LumOutdoor	MPIP-T-70-MT-LL
10	5	MB	LumOutdoor	MPIP-C-70-MT-UPL50-WH-CDLL
11	3	MC	LumOutdoor	MPIP-C-70-MT-UPL50-WH-CDLL-2EM/SC/12V
12	3	MC	Sure-Lites	CC80
13	7	XA	Sure-Lites	ELX7170RC
14	4	XB	Sure-Lites	6T8WHU

---

June 17, 2009 - 2:40 PM

Suggestion made to change toilet fixture from Champion to Cadet 3. See addendum for this change.

---

June 17, 2009 – 11:00 AM

Question: Is the 6” concrete driveway approach to the Annex Building included in the deduct alternate A1?

Answer: Yes it is included in the deduct alternate A1. The paving over the underground storm-water detention system and North/South replacement of the existing sidewalk remains in the base bid. See the addendum.

---

June 17, 2009 – 10:40 AM

Question: Is the following changes to the footing/foundation system acceptable?

1. Change the footing to 24”x12” with (3) #5 cont. with top of footing elevation of 96’-4”
2. Change the foundation wall from fully grouted 12” block to formed 12” concrete with integral brick ledge.

Answer: This is an acceptable alternative to the footing/foundation design.

---

June 17, 2009 – 10:35 AM

In response to a Michigan M&E plan review letter dated June 9, 2009, see the addendum for two changes, (sheets P1 and M1).

---

June 16, 2009 – 10:20 AM

Kasco Construction has asked to be added to the bidders list.

Response: There are currently 30 general contractors on the bidders list. You can view all the information required (plans & specs, invitation, proposal, addendum, clarifications, bidders list,

etc.) at [www.hsa.scsc](http://www.hsa.scsc). If after reviewing this information you still want to be added to the list please respond to this email indicating so. The bids are due at 4:00 PM on June 25, 2009.

---

June 16, 2009 – 10:00 AM

We are a custom casework and millwork manufacturer and I was sent an invitation to bid on this project, but I noticed that it said cabinets by "Merillat". Am I able to build these in our facility, as a alternate?

Response: We have changed the cabinet specification to a cabinet that matches other cabinets that the Owner has recently purchased. If you can match those cabinets in design you are free to submit a price to the general contractors. See the addendums at the project website [www.hsa.com/scsc](http://www.hsa.com/scsc), Item 6 for the revised cabinet specification.

---

June 16, 2009 – 9:35 AM

Question: The wall section 4/A5 does not specify the sheathing material.

Answer: The exterior wall sheathing is ½" plywood (or OSB board) attached to the studs and 1" Styrofoam sheathing attached to the plywood sheathing. This clarification will be added to the addendum.

---

June 16, 2009 – 9:30 AM

Please clarify acoustical ceiling grid.

Do all 2x4 areas get standard grid system and all 2x2 areas get the 9/16 suprafine system??

What does Entry 101 get? It looks like the system is applied right to the ceiling.

Response: The 2x4 areas get standard grid and the 2x2 areas get suprafine grid as you suggested.

The Entry 101 gets the 2x2 acoustic ceiling panel specification only glued directly to the drywall (no grid system). This clarification will be added to the addendum.

---

June 15, 2009 – 4:50 PM

Comment from Grand Blanc Cement Products: The brick on the existing building (Arenac blend) is discontinued but there is still a supply large enough for this project. To you want to use them?

Response: Yes we do. See the addendum.

---

June 15, 2009 – 4:30 PM

I obtained the landscape site plan from your web site, what is the correct scale?  
Thank you,

Response: The correct scale of Sheets C1, C2, C3 is 1"=20'-0". The sheet size is 36"x24".

---

June 15, 2009 – 4:15 PM

Thank you for your time and consideration on the approval of our brands as acceptable manufacturers for your project. The proposed manufacturer's products have been verified by a certified Architectural Hardware Consultant (AHC) to be equal or superior in all respects to the specified product/s. The inclusion of other high quality manufacturers will provide for competitive bidding without compromising the level of quality established in your hardware specification and sets.

**Locks:**

Sargent: 7-Line  
Corbin Russwin: CL3900 Series  
Yale: 5300LN Series

**Exits:**

Sargent: 80 Series  
Corbin Russwin: ED5000 Series  
Yale: 7000 Series

**Closers:**

Sargent: 351 Series  
Corbin Russwin: DC8000 Series  
Yale: 4400 Series  
Norton: 7500 Series

**Push/Pull, Flushbolts, Kick-plates, Wall Stop, Floor Stop, Weatherstrip,**

**Thresholds:**

McKinney, Rockwood, Pemko Products

Response: The manufacturers and models indicated are approved equals.

---

June 15, 2009 – 2:40 PM

- 1) 1) Is the sidewalk east of the existing building to be replaced in its entirety from South to North?
- 2) 2) The Plans Show 6 Trees to be removed, with one just south of the annex. Are they all to be included in the base bid?

Thanks

Response:

- 1) The entire sidewalk east of the existing building is to be replaced from South to North.
- 2) There are 6 trees to be removed, including one just South of the annex. They are all to be removed in the base bid, including their root systems.

---

June 15, 2009 – 12:30 PM

Irish Construction is withdrawing from the bidders list.

---

June 15, 2009 – 1:40 PM

The plans have two sheet A7's and no A5.

Response: Change the Building Section sheet to read A5 of 7. See the addendum.

---

June 15, 2009 – 11:03 AM

Exterior Aluminum windows - Are these windows to be have tinted glass? On Addition? On Annex?

Sliding Glass Patio Doors - Are these door to have Hollow Metal Frames, as per Door Schedule? Does Anderson 200 Series Narroline have Hollow Metal Frame?

Response: All exterior glass shall be tinted. Change the door schedule to read doors 114 and 115 with wood frames instead of hollow metal frames. See addendum.

---

June 15, 2009 – 11:30 AM

Question: Should there be a steel lintel over the small garage door in the annex building?

Answer: Yes. See the addendum.

---

June 15, 2009 – 10:35 AM

Question: Is Lightolier and acceptable substitution for light fixtures?

Answer: Yes

---

June 15, 2009 – 10:00 AM

Question: Are the circuit breakers in the existing panels RMQ or QO?

Answer: Bidders are to assume the breakers are RMQ bolt on.

---

June 15, 2009 – 9:30 AM

Question: Is the hardware group for doors 124 and 125 correct as G-11?

Answer: The hardware group for these doors should be G-5 instead of G-11. Also, G-5 hardware group should be Closer (HT) instead of Closer (LT). See the addendum.

---

June 12, 2009 – 3:00 PM **IMPORTANT**

The following revised documents have been posted on the website:

1. Proposal Form
2. Invitation to bid.

**INSTRUCTIONS TO THE BIDDERS** has been added to the invitation to bid.

---

June 12, 2009 3:00 PM - Is the owner the senior center or City of Swartz Creek?



Response: The City of Swartz Creek does own the building and property. The Swartz Creek Senior Center holds a lease with the City and is building and funding the construction. For the purposes of this project the Senior Center is the Owner.

---

June 12, 2009 9:30 AM – The page numbers on the proposal form indicates there are three pages, and yet there are only two pages.

Answer: A new proposal form will be posted on the website for your download before June 23, 2009.

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June 11, 2009 1:05 PM - Quick question for you regarding Swartz Creek; will an email or fax notification be sent out when you've added a new addendum item to your list? Or, is it our responsibility to check your website on a daily basis? I thank you in advance for your response.

Answer: I will not e-mail or fax you when addendums are posted. You will need to check the website as often as you feel necessary to keep up-to-date. I will post addendum items as soon as they are available, at no particular times or days. I will provide information on how to include the addendum information on the bid form before June 23, 2009.

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June 10, 2009 2:15 PM – Sheet A3 of the drawings. Delete the references to “FOYER 103 ELEVATION”. The foyer elevation is shown on sheet A4. See Addendum.

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June 10, 2009 10:00 AM - Pre-bid Conference

1. There are no prevailing wage requirements for this project.
2. The City of Swartz Creek building permit fee for \$500,000 construction cost will be \$2595.00.
3. This project is funded for \$500,000.
4. Clarifications will be forthcoming on detailing at the kitchen pass-thru window.
5. Clarifications will be forthcoming on the specification for the roof shingles.
6. For bidding purposes assume 12” of topsoil removal.
7. The construction must be 2/3 complete by mid-September.

## **SWARTZ CREEK FINE ARTS ASSOCIATION, INC.**

The Swartz Creek Fine Arts Association, Inc. is a 501(c) (3) Federal non-profit corporation formed in October, 1984. The purpose of our organization is to provide free musical entertainment and appreciation to the general public. The Fred and Phyllis Pajtas Theater, an outdoor amphitheater, was construction in the fall of 1984 using donated funds received from the community and the Pajtas family.

The site of the theater is leased from the City of Swartz Creek on a ten year basis. The theater was design, by Douglas Stephen, of Hull Stephens & Associates, for the best acoustics for outdoor musical events and the site will seat approximately 3,000 in lawn chairs.

Our first concert season was held June thru August, 1985. Hundreds professional musicians have appeared during the annual season of free to the public programming, and thousands of people have attend these series. The Board attempts to present all types of music, from Opera to Country, dance events, large concert orchestras and choirs.

The operations of the organization are overseen by an elected volunteer seven member board of directors. Officers are elected at the annual meeting held in July of each year.

This board is responsible to the members of the association. Funding for events is received from annual memberships, local service club sponsorships, corporate and business sponsorships, and donations from the community at large. All donations are appreciated.

### **Founding Directors October, 1984**

Donald Spillane  
Roger Sharp  
David Ketzler  
William Tallmadge

### **Long Time Sponsors**

Gaines Township Firefighters  
Swartz Creek Lions Club  
Swartz Creek Kiwanis Club  
Swartz Creek Area Firefighters  
Genesee Valley Rotary  
Knights of Columbus  
Sharp Funeral Homes  
Sagelink Credit Union  
The Flint Journal  
The Swartz Creek News  
Membership Donations

### **Current Board of Directors - 2009**

Ronald Vincent, President	20 years service
Fred Pajtas, Vice-President	14 years service
Fay Porath, Secretary	21 years service
Carol Arvoy, Treasurer	24 years service
David Spillane, Director	5 years service
Timothy Vitous, Director	2 years service

### **Contact:**

Swartz Creek Fine Arts Association  
8099 Civic Dr P O Box 98  
Swartz Creek, MI 48473-0098  
810 635-9161 or 635-4471



# Genesee County Board of Commissioners

1101 BEACH STREET, ROOM 312

FLINT, MICHIGAN 48502

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

July 17, 2009

- COMMISSIONERS -

- OMAR A. SIMS  
DISTRICT 1
- BRENDA CLACK  
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
- PATRICK F. GLEASON  
DISTRICT 9

Honorable Nancy Belill  
3400 West Vienna Road  
Clio, Michigan 48420

The Vienna Township Board  
3400 West Vienna Road  
Clio, Michigan 48420

Dear Vienna Township Officials:

I hope you will collectively read and review this information before taking any action to support the Flushing City Council's attempt to not only derail a major development involving the Hurley Medical Center, but to deny a serious financial opportunity to your township.

State law mandates that local authorities, i.e. Vienna Township, can collect and use for authorized purposes tax increment revenues from property taxes levied by the County, i.e. the Hurley Medical Center millage. Such collection would include a portion of the proposed Hurley Medical Center millage. Vienna Township's Business Development Area share of the millage will be \$39,978.28 for 2009\*. The .9 millage increase is for 10 years which means that if the Hurley Medical Center millage passes, the Vienna Township Business Development Area's share for 10 years will be approximately \$399,782.80 depending on the variability of several factors.

In my 7<sup>th</sup> County Commission District, the City of Clio's Downtown Development Authority will receive \$955.20 in 2009 and approximately \$9,552 over 10 years. The City of Montrose's Downtown Development Authority will receive approximately \$2,912.16 in 2009 and \$29,121.60 over 10 years. The Village of Otisville will receive \$3,556.88 in 2009 and approximately \$35,568 over 10 years.

Other communities in Genesee County receiving funds from the passage of the Hurley Medical Center millage include: the City of Fenton, the City and

\*figures obtained from the Genesee County Treasurer's Office

Township of Davison, the City of Swartz Creek, the City of Grand Blanc and the City of Flint.

The City of Flushing has neither a Development Authority, nor a Tax Increment Finance Authority, nor a Business Development Authority. Several years again they opted out of the Community Development Block Grant Program at a loss of hundreds of thousands of dollars and as a result do not qualify for new federal Neighborhood Stabilization dollars coming into our County. Yet...they talk about "taxation without representation."

I voted to place the Hurley Medical Center millage on the ballot and I will vote for its passage on August 4. Michigan State University plans to move its medical school to Flint and a new era in Genesee County is set to begin.

The titular head of the "taxation without representation" group on the Flushing City Council is also the vice president of Genesee County's Goodwill Industries. Citizens who donate to Goodwill, shop at Goodwill and work at Goodwill all have Hurley stories, as do hundreds of Flushing-area residents. I am disappointed that Goodwill's vice president would try to block the future progress of a truly great medical facility with such a weak argument.

As usual, please contact me if you have any questions.

Sincerely,



ARCHIE H. BAILEY, DISTRICT 7  
GENESEE COUNTY  
BOARD OF COMMISSIONERS

Cc: City of Clio  
City of Davison  
City of Fenton  
City of Flushing  
City of Grand Blanc  
City of Montrose  
City of Swartz Creek  
Township of Davison

Ab9\L\_0717\_BeIII

**Paul Bueche**

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**Subject:** FW: Hurley Millage Informational Meeting

**Subject:** Hurley Millage Informational Meeting

Swartz Creek Area Chamber of Commerce will hold an informational meeting for their membership (and others) on Hurley's ballot proposal for a county-wide millage.

Over the past several years, Hurley has been assessing its financial future and its ability to continue providing the same level of critical care to Flint and Genesee County residents, particularly in light of the current economy and the increasing number of uninsured people in our community who rely on Hurley for medical treatment and care. As you may know, Hurley is the only regional provider of neonatal intensive care, pediatric intensive care, burn care and Level I trauma services. Hurley also provides nearly 70% of the community's uncompensated care to people without insurance. As a result, the Board of Managers of Hurley is pursuing a millage on the August 4, 2009 ballot.

Hurley has over 100 employees residing in the Swartz Creek zip code. In FY 2008, 27 babies, neonates with major problems, were admitted to our NICU from Swartz Creek plus an additional 136 pediatric patients were admitted to Hurley. We also had 3 burn patients from Swartz Creek and nearly 1,100 emergency room visits from zip code 48473. Hurley provided 246 health care services with no compensation, no insurance and no payment of any kind, to patients from Swartz Creek.

Hurley is asking Genesee County voters to pass a millage of 0.9 mill for ten years, that will support the Medical Center's ability to provide accessible, quality health care to all families - regardless of their ability to pay. This millage would mean nearly \$10 million each year to Hurley and would cost the average property owner of a home with a market value of \$125,000 in Genesee County, \$1.08 per week.

The Friends of Hurley Committee has initiated a campaign to educate Genesee County voters on the need for a millage for Hurley Medical Center ensuring that all voters know about the need for this millage to protect Hurley's regional services, as well as the community's health care safety net and making sure they remain high quality and accessible to all residents of Genesee County. In addition to protecting critical health care services, a millage would help Hurley continue to be an economic force in the community as an employer of over 2,500 and as a purchaser of goods and services.

If you have any questions, please contact me at our Campaign Headquarters at 810-938-3020 or visit our website at [www.yestohurley.com](http://www.yestohurley.com)

<<http://www.yestohurley.com>> (our campaign brochure is there and can be downloaded.)

This event is presented as a community service for Informational purposes only

and is not an endorsement of the proposal by either The Swartz Creek Area Chamber of Commerce or Financial Plus Federal C.U.

Swartz Creek Area

Chamber of Commerce

P.O. Box 130

Swartz Creek MI. 48473

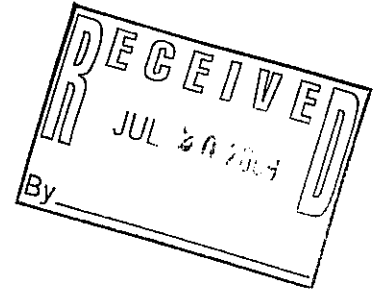
Phone - 810-733-8882

www.swartzcreekchamber.org <<http://www.swartzcreekchamber.org/>>

[info@swartzcreekchamber.org](mailto:info@swartzcreekchamber.org)



July 17, 2009



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

RE: Flint Service Center Hours

Dear Mr. Bueche:

Comcast would like to notify you of the new service center hours at our Flint Service Center on 3008 Airpark Drive. S, Flint. These hours represent when most of our customers visit the center and allow us to best serve their needs.

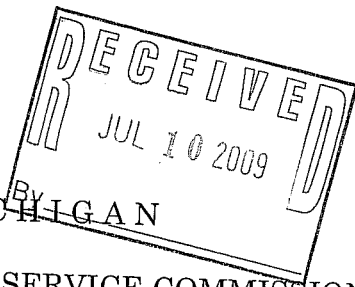
As of August 3, 2009, the hours of operation at Comcast's Flint Service Center will be 10 a.m. to 6 p.m. Monday through Friday, and 10 a.m. through 1 p.m. on Saturdays.

We will continue to monitor and assess the usage and convenience of our service centers and make changes to parallel our customer traffic. It is our goal to continue to position ourselves to most effectively operate in a competitive environment and provide our customers with the greatest value for services.

Should you have any questions, please contact me at 586-883-7075.

Sincerely,

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



STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of )  
**CONSUMERS ENERGY COMPANY** )  
for reconciliation of its Electric Choice )  
Incentive Mechanism. )  
\_\_\_\_\_ )

Case No. U-15943

NOTICE OF OPPORTUNITY TO COMMENT OR REQUEST A HEARING

On April 10, 2009 Consumers Energy Company (Consumers Energy) filed an application with the Michigan Public Service Commission (Commission) requesting approval of the reconciliation of Consumers Energy's Electric Choice Incentive Mechanism (ECIM) for the period June 20, 2008 through December 31, 2008. Since the results of the ECIM for that period are relatively small, the Commission is considering deferring the determination of the exact amounts involved until the 2009 ECIM reconciliation to be filed April 1, 2010. If the Commission grants the application, Consumers Energy will address the Adjusted Nonfuel Recovery Amounts for the Secondary and Primary Rate Classes in conjunction with the 2009 ECIM reconciliation to be filed on or before April 1, 2010.

Any interested person may review the application at:

<http://efile.mpsc.cis.state.mi.us/efile/viewcase.php?casenum=15943>, or at the office of the Commission's Executive Secretary, 6545 Mercantile Way, Suite 7, Lansing, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.



Interested persons may file comments no later than 5:00 p.m. on July 23, 2009. Written comments should be sent to the: Executive Secretary, Michigan Public Service Commission, P.O. Box 30221, Lansing, Michigan 48909. Electronic comments should be submitted through the Commission's E-Dockets Website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets) or via an email to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 241-6170 or by e-mail at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

The comments or hearing request should reference Case No. U-15943 and must be received by the Commission no later than July 23, 2009. Comments received in this matter will become public information, posted on the Commission's website, and subject to disclosure.

**CONSUMERS ENERGY COMPANY**



Tuesday, July 21, 2009

## Metro leaders brace for state cuts

**Christina Stolarz / The Detroit News**

Metro Detroit communities may extend hiring freezes, scale back services and road improvements and impose furloughs as they brace for more cuts in state-shared revenue.

"I don't know what more they (state officials) want us to do," said Mount Clemens Mayor Barb Dempsey. The Macomb County city is projecting a \$75,000 cut in state-shared revenue this time around, which could force cutbacks on street sweeping and road paving.

"If they cut more than what we're anticipating, we'll have to take a look at critical services. We don't have a contingency plan," she said.

For the past eight years, government officials statewide have groaned as more than \$3 billion in state-shared revenue cuts forced them to slash services and shrink jobs. The sharp decline in property taxes and a \$1.7 billion state budget shortfall makes this year even worse.

City budgets are left to officials' best guesses -- followed by midcourse adjustments -- because it may take all summer for state officials to determine the latest round of cuts in state-shared revenue, said Summer Minnick, director of state affairs with the Michigan Municipal League.

State-shared revenue comes in two forms: a constitutional portion, which is tied to state sales taxes and is based on a distribution formula, and a portion through statutory funding, which is appropriated each year by the state. The statutory portion is what's being cut, Minnick said.

The upcoming cuts could range from \$5 million to \$100 million -- on top of Gov. Jennifer Granholm's executive order that cut \$41 million in state-shared revenue from the 2008-09 budget, Minnick said. However, Granholm told the Associated Press on Friday that she won't support deeper cuts in state-shared revenue, saying "dangerous" cuts to public safety would further endanger the state's economy and must be avoided.

"We're concerned that we'll have more impacts on public safety," said Minnick, noting the state lost more than 2,000 police officers and 2,400 firefighters in the past eight years. "We've had so many cuts that a lot of our communities have cut things that aren't essential like capital improvements.

"Now, they're at a point where they have to make those tougher decisions."

**Cities get creative with cuts**

Warren Mayor Jim Fouts said he may have to dip into the city's \$25 million rainy day fund, cut overtime for police and fire and eventually collaborate with the city of Center Line, an enclave of Warren, on recreation, dispatch and library service. A one-day furlough for the city's roughly 800 employees may also be considered, he said.

In May, the state eliminated \$500,000 in Warren's state-shared revenue that the city offset by cutting police and fire overtime. "We'll obviously end up reviewing all possibilities. We're going to have to become creative," he said. "It's not welcome. Somehow the governor is going to have to take care of her own budget without continuing to shift the burden to local communities."

State officials say tough decisions are being made all around.

"No one is immune from the budget challenges the state is facing right now," said Norm Saari, chief of staff for Sen. Jason Allen, R- Traverse City. "Everyone is feeling impacted by the budget reductions -- the medical community, the education community, the local government community."

Saari said he's unsure how deep the state-shared revenue cuts will go. The appropriations are in conference committee where discussions are ongoing, he said. The state must have an agreement on a budget by Oct. 1, the start of the fiscal year.

However, until then, communities across Metro Detroit are preparing for the worst-case scenario.

Wyandotte Mayor Joseph Peterson is reeling after losing \$123,000 in state-shared revenue in May because those funds were budgeted.

Peterson said he projects another \$125,000 in cuts in the coming months.

Officials are planning a hiring freeze, scouring their budgets and negotiating with fire and police unions over wages and health care costs to offset the difference.

"That's \$250,000 taken away in less than a year," Peterson said. "It's going to hurt us bad. It's not going to be easy to recover."

**Tax increases considered**

Clinton Township lost \$350,000 in state-shared revenue in May. The township's \$70 million 2009-10 budget went into effect in April and officials don't know how much more the state will eliminate.

Township Supervisor Bob Cannon said officials are considering several ways to offset the additional cuts that may include enhancing revenue and reducing expenses. Another possibility is to ask the taxpayers for a police and fire millage increase -- something Cannon said he doesn't want to do "but is one of the options."

The township last month laid off three building inspectors and a clerk to save about \$400,000

a year, he said. Other positions will be eliminated through attrition.

Officials also may opt to charge minimal fees for services that previously were free, such as branch chipping. A proposed fee has not been set, but Cannon said he'd like the program to generate \$500,000 a year.

Cannon said the township is planning the 2010-11 budget on the assumption that it won't receive any state-shared revenue.

"We're not even putting revenue sharing in our budgeting plans," he said.

"We hope we're wrong, but that's our plan."

Livonia Mayor Jack Kirksey doesn't know how much more of a loss he'll see in state-shared revenue, but said his staff is working feverishly to offset the \$345,000 cut in state-shared revenue funds announced in May from the 2009 fiscal year budget.

Kirksey said he's looking to cut between \$2.5 million to \$3 million for fiscal year 2010 that begins Dec. 1.

Additional cuts in state-shared revenue -- money Kirksey said is due to the city -- will be greatly missed, he said.

The city is looking to save \$40,000 a year by reducing financial stipends to residents who serve on its estimated 15 or so commissions; the matter is in negotiations, he said.

Also, the city's reduced staff will continue to double up on responsibilities, Kirksey said. For example, the city has saved \$150,000 by not filling the director of public safety position; Kirksey took over the department two years ago.

"The savings come from a little piece here, a bigger piece there. It's the accumulation of what appears to be relatively insignificant cuts," he said. "There is no fat to cut. We are at the bone."

[cstolarz@detnews.com](mailto:cstolarz@detnews.com) (313) 222-2650

**Find this article at:**

<http://www.detnews.com/article/20090721/METRO/907210364/Metro-leaders-brace-for-state-cuts>

Check the box to include the list of links referenced in the article.

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DAVID L. GUIGEAR

CLERK  
TONYA KETZLER

TREASURER  
JOE OSKEY



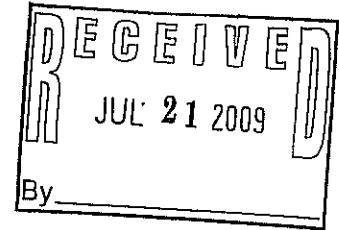
3478 MUNDY AVENUE  
SWARTZ CREEK, MICHIGAN 48473-8836  
TELEPHONE 810/655-4631 • FAX 810/655-6621 • www.mundytwp-mi.gov

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July 17, 2009

**Paul D. Bueche, City Manager**  
**City of Swartz Creek**  
**8083 Civic Drive**  
**Swartz Creek, MI 48473**



**Subject: Mundy Township Master Plan**

Dear Mr. Bueche,

The Charter Township of Mundy, in accordance with state statute and on behalf of creating and maintaining mutually beneficial planning practices, is hereby notifying the City of Swartz Creek that the Charter Township of Mundy is beginning review of its Master Plan. In doing so, the Township asks for your cooperation and comment throughout this endeavor.

In the coming months, the Township intends to hold numerous public and committee meetings on the Master Plan. The plan shall ultimately undergo a full review by the Planning Commission and approval by the Township Board. Before final adoption occurs, you will be sent further correspondence in the form of notices and various drafts of the plan itself.

We hope that your organization shall attend the public meetings or else provide recommendations concerning your interests that we may have missed. Please feel free to offer any and all advice or comment on the plan that you may have. Be advised that the Township intends to deliver draft and final revisions of the plan in electronic format. If you wish to receive a hardcopy, please notify my office.

We would be more than happy to consult with you further concerning our Master Plan. If you have any questions or comments, please do not hesitate to contact me at the Township Offices on behalf of the Planning Commission.

Sincerely,

Marty L. Johnson  
Code Official

**Paul Bueche**

---

**From:** Representative Lee Gonzales [leegonzales@house.mi.gov]  
**Sent:** Friday, July 10, 2009 3:01 PM  
**To:** Paul Bueche  
**Subject:** Capitol Update from Rep. Gonzales



Welcome once again to my e-newsletter. I want to update you on the work I am doing in Lansing on behalf of the 49<sup>th</sup> District.

**Working Toward a Greener Legislature*****Recycled Paper and Vegetable Inks***

The State Legislature is now purchasing its paper from Manistique Papers – a Michigan company based in the U.P. The paper is made from [100 percent recycled material](#) and costs 20 percent less than the paper it is replacing.

Based on 2008 usage of paper for newsletters and booklets, switching to the new paper will save 5,212 trees, 110,367 gallons of water, 30,658 gallons of gasoline and 3,188,687 kilowatts of electricity.

The Legislature has also switched to using vegetable-based inks that carry the "Eco-Smart" certification for printed materials.

**Legislative Updates****School Reform Package: Identify and Redesign "Failing Schools" (HB 4787-4789)**

This three-bill package provides for: a new school Reform Redesign Officer and adds definitions of a "failing school" and a "turnaround school;" allows for additional flexibility in collective bargaining for failing schools; and adds "turnaround schools" to the definition of a Public School Academy. Under current law, a "public school academy" refers to a public school academy, urban high school academy, or strict discipline academy operating under the revised school code. Adding "turnaround schools" to this definition will allow them to receive funding from the state. These bills have passed the House and have been sent to the Senate for consideration.

### **Revise Voter Registration & First Time Voting Requirements (HB 4383 & 4993)**

House Bill 4383 amends Michigan Election Law to allow for a person who registers to vote by mail to fulfill the requirement to vote for the first time in-person if they present valid identification at any county, city or township clerk in the state. The voter cannot fax, mail or e-mail their identification to the clerk. House Bill 4993 would allow a qualified elector to register to vote at any county, city and township clerk's office. This would satisfy the requirement that they vote in person as a first-time voter, thus allowing the elector to vote by absentee ballot. These bills have passed the House and have been sent to the Senate for consideration.

### **Creation of the Worker Freedom Act (HB 4467)**

This bill creates the Worker Freedom Act, which prohibits an employer from requiring an employee to attend an employer-sponsored meeting or participate in any communication with the employer if the primary purpose is to communicate the employer's opinion about organized labor, religious or political matters. This bill has passed the House and has been sent to the Senate for consideration.

### **Allow Rural Communities to Use the Federal Intermediate Re-lending Program**

#### **(HB 4744)**

This bill would make a series of technical changes to the law in order to allow qualified rural communities to take advantage of the Federal Intermediate Re-lending Program, including allowing local units of government to accept federal loans for business assistance, as well as allowing locals to issue loan revenue notes in addition to bonds. The bill passed the House and has been referred to the Senate Committee on Local, Urban and State Affairs.

### **Insurance Coverage for Autism Treatment (HB 4476 & 4183)**

These bills would mandate coverage by the health insurance industry for the diagnosis and treatment of Autism Spectrum Disorders. Both bills have passed the House and have been referred to the Senate Committee on Economic Development and Regulatory Reform.

### **Summer in Michigan**

As you make plans to travel, have a family reunion or visit a park this summer, I would like to encourage you to do so right here in one of the most beautiful

states in the country. With our beautiful north country, our endless shores and many local attractions and festivals, you are sure to enjoy exploring our great state.

With our current tough economic times, it is all the more important to keep our tourism dollars right here in Michigan. To aid you in your planning, please fill out the free publications request form below for a 2009 State of Michigan highway map. You can also stay updated on the latest lane closures and road projects when planning your route by visiting the Michigan Department of Transportation's (MDOT) [construction Web](#) site.

If you would like additional travel or tourism information, you can visit the [Pure Michigan](#) Web site. For local events and attractions, contact the [Flint Area Convention & Visitors Bureau](#) by calling (810) 232-8900.

### **Free Publications**

With summer here, I want to provide you and your family with free Michigan guides and publications. Please use one of the three ways below to request FREE information:

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

### **Free Michigan Publications Coupon**

- \_\_\_\_\_ Michigan Lodging & Tourism Directory
- \_\_\_\_\_ Michigan Travel Ideas: The Official State of Michigan Travel Guide
- \_\_\_\_\_ State of Michigan Highway Map
- \_\_\_\_\_ Paying for College in Michigan: An Educational Resource Guide
- \_\_\_\_\_ Movin' On - Rights & Responsibilities of Young Adults
- \_\_\_\_\_ Getting to Know Michigan Coloring Book



\_\_\_\_\_ Your State Capitol - A Guide to Michigan's State Capitol Building

\_\_\_\_\_ Michigan Veterans Benefits & Services - Federal, State & Local Programs

\_\_\_\_\_ Consumer Protection Resource Guide

Name:

Address:

City:

State:

Zip Code:

Part of my job as your state representative is to keep you informed. I am happy to provide these booklets to you at no cost.

Please click on the links above to get more news about my activities here in Lansing. As always, I thank you for the opportunity to represent the 49th House District. I look forward to hearing from you.

Sincerely,

Lee Gonzales

State Representative

District 49

 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE



MICHIGAN HOUSE DEMOCRATS

[Click here to unsubscribe.](#)

**Paul Bueche**

---

**From:** Genesee County Small Cities and Villages [GCSCV@LISTSERV.MML.ORG] on behalf of Slattery, Robert [RSlattery@GCRC.ORG]  
**Sent:** Thursday, July 23, 2009 3:31 PM  
**To:** GCSCV@LISTSERV.MML.ORG  
**Subject:** FW: Traffic Update for Week of July 27, 2009 (M-21 Bridge overl-75)

Forwarded courtesy of the Genesee County Road Commission...

Subject: Traffic Update for Week of July 27, 2009 (M-21 Bridge overl-75)

The following is a traffic update for this project (M-21 over I-75) for the week of July 27, 2009. We will be resurfacing I-75 underneath the bridge and installing the decorative fence along the south side of the bridge.

Please note that on either July 28 or 29 (whichever day there is no rain) we will be utilizing "DAYTIME" double lane closures on I-75 closures during the day to perform the work as mentioned above.

o Monday, July 27, 2009

1. Single lane of NB I-75 will be closed from Midnight to 11:59 PM
2. Two lanes of NB I-75 will be closed from Midnight to 5:00 AM and 10:00 PM to 11:59 PM
3. Single lane of SB I-75 will be closed from Midnight to 5:00 AM and 10:00 PM to 11:59 PM
4. Two left lanes of SB I-75 will be closed from Midnight to 5:00 AM and 10:00 PM to 11:59 PM

o Tuesday, July 28, 2009

1. Single lane of NB I-75 will be closed from Midnight to 11:59 PM
2. Two lanes of NB I-75 will be closed from 7:00 AM to 11:59 PM
3. Single lane of SB I-75 will be closed from Midnight to 11:59 PM
4. Two left lanes of SB I-75 will be closed from 7:00 AM to 11:59 PM

o Wednesday, July 29, 2009

1. Single lane of NB I-75 will be closed from Midnight to 11:59 PM
2. Two lanes of NB I-75 will be closed from 7:00 AM to 11:59 PM
3. Single lane of SB I-75 will be closed from Midnight to 11:59 PM
4. Two left lanes of SB I-75 will be closed from 7:00 AM to 11:59 PM

o Thursday, July 30, 2009

1. Single lane of NB I-75 will be closed from Midnight to 3:00 PM and 10:00 PM to 11:59 PM
2. Two lanes of NB I-75 will be closed from Midnight to 5:00 AM and 10:00 PM to 11:59 PM
3. Single lane of SB I-75 will be closed from Midnight to 11:59 PM
4. Two lanes of SB I-75 will be closed from Midnight to 5:00 AM and 10:00 PM to 11:59 PM

- o Friday, July 31, 2009
  1. Single lane of NB I-75 will be closed from Midnight to 9:00 AM and 10:00 PM to 11:59 PM
  2. Two lanes of NB I-75 will be closed from Midnight to 5:00 AM
  3. Single lane of SB I-75 will be closed from Midnight to 11:59 PM
  4. Two lanes of SB I-75 will be closed from Midnight to 5:00 AM
  
- o Saturday, August 1, 2009
  1. Single lane of I-75 will be closed from Midnight to 9:00 AM and from 7:00 PM to 11:59 PM
  2. Two lanes of NB I-75 will be closed between the hours of Midnight to 7:00 AM and 10:00 PM to 11:59 PM
  3. Single lane of SB I-75 will be closed from Midnight to 11:59 PM
  4. Two lanes of SB I-75 will be closed from Midnight to 7:00 AM
  
- o Sunday, August 2, 2009
  1. Single lane of NB I-75 will be closed between the hours of Midnight to 12:00 PM and 6:00 PM to 11:59 PM
  2. Two lanes of NB I-75 will be closed from Midnight to 9:00 AM and 10:00 PM 10:00 PM to 11:59 PM
  3. Single lane of SB I-75 will be closed from Midnight to 11:59 PM
  4. Two lanes of SB I-75 will be closed from Midnight to 9:00 AM

Please forward this construction update to any/all entities that may benefit from this information. If you have any questions, please call Dewane Petzold, Phil Sekela or me. These dates and times are subject to change due to inclement weather. The project is still underway, there may be additional updates, so keep reading these construction updates and the message boards for up-to-date closures.

Armando V. Lopez Jr. PE  
Office Ph. No. 810-653-7470  
Delivery Engineer  
MDOT Davison TSC

## Paul Bueche

---

**From:** Representative Lee Gonzales [leegonzales@house.mi.gov]  
**Sent:** Thursday, July 23, 2009 12:31 PM  
**To:** Paul Bueche  
**Subject:** Capitol Update from Rep. Gonzales



Welcome once again to my e-newsletter. It has been a fast-paced summer here in Lansing. We are truly facing unprecedented times in Michigan, and although the budget deficit has taken up a good portion of my time, I want to keep you posted on other important issues that impact the 49th District.

### **Bad Faith Insurance Practices Must End**

**(HB 4244, 4844, 4846, 5020, 5144-5151)**

One of my top priorities as a State Representative is protecting our residents. This legislation would hold accountable bad actors in the insurance industry that wrongfully delay or deny legitimate claims by creating tougher penalties and stronger consumer protections.

Wrongful denial consists of tactics that some insurance companies use to delay or deny legitimate property, auto or health care claims at the expense of the consumer.

For more information and to view the content of these bills, please visit [www.legislature.mi.gov](http://www.legislature.mi.gov) and type in the bill numbers.

### **Know the Facts – Save the Dream**

Join the Michigan State Housing Development Authority, the Michigan Association of Realtors and the Flint Area Association of Realtors for a town hall meeting with state and local experts on how to save your home from foreclosure. For more information, call toll-free (800) 454-7852 or visit [www.mirealtors.com](http://www.mirealtors.com).

- The town hall meeting will be held on **Tuesday, July 28**, from 6 p.m. to 9 p.m. at the Mott Community College Event Center, located at 1401 E. Court St. in Flint. Admission is free, and everyone is welcome.

### **Upcoming Coffee Hours**

Mark your calendar and join me for an informal coffee hour to discuss issues important to you and our community on:

- **Friday, August 7**, from 9:30 a.m. to 10:30 a.m. at Borders, 4135 Miller Road in Flint. We will meet in the cafe.

### **Summer in Michigan**

As you make plans to travel, have a family reunion or visit a state park this summer, I encourage you to do so right here at home in one of the most beautiful states in the country. With our beautiful north country, our endless shores and many local attractions and festivals, you are sure to enjoy exploring our great state.

With our current tough economic times, it is all the more important to keep our tourism dollars right here in Michigan. To aid you in your planning, please fill out the publications request form below for a free 2009 State of Michigan highway map. You also can stay updated on the latest lane closures and road projects when planning your route by visiting the Michigan Department of Transportation's (MDOT) [construction Web site](#).

If you would like additional travel or tourism information, you can visit the [Pure Michigan](#) Web site, or for local events and attractions, contact the [Flint Area Convention & Visitors Bureau](#).

### **Free Publications**

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

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

### **Free Michigan Publications Coupon**

\_\_\_\_\_ Michigan Lodging & Tourism Directory

\_\_\_\_\_ Michigan Travel Ideas: The Official State of Michigan Travel Guide

\_\_\_\_\_ State of Michigan Highway Map

\_\_\_\_\_ Paying for College in Michigan: An Educational Resource Guide

\_\_\_\_\_ Movin' On - Rights & Responsibilities of Young Adults

\_\_\_\_\_ Getting to Know Michigan Coloring Book

\_\_\_\_\_ Your State Capitol - A Guide to Michigan's State Capitol Building

\_\_\_\_\_ Michigan Veterans Benefits & Services - Federal, State & Local Programs

\_\_\_\_\_ Consumer Protection Resource Guide

Part of my job as your state representative is to keep you informed. I am happy to provide these booklets to you at no cost.

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

Sincerely,

Lee Gonzales

State Representative

District 49

 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE



MICHIGAN HOUSE DEMOCRATS

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