

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday April 26, 2010 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 April 12, 2010 MOTION Pg. 7,12-22
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7,2-6
 - 6B. Monthly Fire Report Pg. 23-40
 - 6C. 2010-2011 FY Budget (Agenda Item) CD
 - 6D. Park Fee Waiver Request (Agenda Item) Pg. 41
 - 6E. Boards & Commissions (Agenda Item) Pg. 42-46
 - 6F. EECBG HVAC Bid Award (Agenda Item) Pg. 47-100
 - 6G. 911 Consortium Letter, EMS Dispatching Pg. 101
 - 6H. Clayton Twp Master Plan Notice Pg. 102, CD
 - 6I. Consumers Energy Rate Increase Notice Pg.103-104
 - 6J. WWS Correspondence, Port Huron Waterline Pg. 105-106,CD
 - 6K. WWS I & I Policy Pg. 107-111
 - 6L. Farmers Market Flyer Pg. 112
 - 6M. Legislative Update Pg.113-114
 - 6N. County MPO 2009 Annual Report CD
 - 6O. Power Point Presentation, Public Smoking Ban CD
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. 2010-2011 FY Budget, Discussion & Set Public Hearing RESO. Pg. 8, CD
 - 8B. Park Fee Waiver Request, Handicap Boy Scout Troop #117 RESO. Pg. 8, 41
 - 8C. Boards & Commissions, Tax Board of Review RESO. Pg. 8,42-46
 - 8D. Boards & Commissions, Fire Board Swing Position RESO. Pg. 9,42-46
 - 8E. Boards & Commissions, Planning Commission RESO. Pg. 9,42-46
 - 8F. Boards & Commissions, Planning Commission RESO. Pg. 9,42-46
 - 8G. Boards & Commissions, DDA RESO. Pg. 10,42-46
 - 8H. Boards & Commissions, DDA RESO. Pg. 10,42-46
 - 8I. Boards & Commissions, DDA RESO. Pg. 10,42-46
 - 8J. Bid Award & Appropriation, EECBG HVAC Project RESO. Pg. 11,47-100
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:**

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

Regular Council Meeting of Monday April 26, 2010 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 23-April-2010

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

The cumulative loss of all taxable property dipped from the 2009 value of \$213,271,475 to \$189,926,029... an adjusted difference of \$23,345,446... or about 11%. We have countless hours into crafting budget models and I believe we finally have a base to work from. The General Fund took a large hit from backward sliding property values. To compensate for this, we went back again and redistributed virtually all expenses, labor or otherwise, across the funds. As an example, the City Hall building has always been funded within the General Fund. In all logic though, it exists equally for all the funds, being water, sewer, garbage, streets, etc. The end result will be a budget that looks vastly different from previous years. The good news is this buys us one more year of a relatively balanced General Fund, ergo adequate public safety. The bad news is that the cost shift has now placed significant strain on water, sewer and garbage funds. Regarding the street funds, (202 & 203) MDOT limits us on what can be placed within these funds... but it doesn't much matter as the state's rhythmic reduction of these revenues have likewise placed them in jeopardy. Here are the 2010-2011 FY totals:

Fund	FY 10 Estimated YE Revenues	FY 10 Estimated YE Expend	FY 10 Estimated Effect on Fund Balance	FY 10 Estimated Year End Fund Balance	FY 11 Recom'd Operating Revenues	FY 11 Recom'd Operating Expend	FY 11 Est Effect on Fund Balance
General Fund	2,041,810	1,953,034	88,776	1,082,098	1,676,218	1,693,344	(18,126)
Major Streets Fund	632,033	676,525	(44,492)	519,844	236,230	116,608	94,356
Local Streets Fund	88,031	105,559	(17,528)	161,643	70,617	81,375	(142,758)
Garbage Fund	376,831	438,211	(61,380)	553,683	397,301	436,559	(39,258)
DDA Fund	53,386	48,676	4,710	45,876	34,056	24,300	4,856
Drug Enforce Fund	109,517	109,517	0	13,793	96,004	105,707	(9,703)
City Hall Debt Fund	90,454	91,004	(550)	14	89,452	89,250	202
Capital Fund	0	1,951	(1,951)	1	0	0	0
Fire Equip Fund	35	84,945	(84,910)	81,036	0	0	0
Water Fund	1,364,847	1,231,953	132,894	1,239,767	1,323,482	1,389,467	(65,985)
Sewer Fund	1,206,451	1,304,614	(98,163)	1,552,642	1,132,254	1,108,822	(48,068)
Motor Pool Fund	73,288	228,016	(154,728)	332,934	149,750	232,854	(83,104)
Totals	6,036,683	6,274,005	(237,322)	5,583,331	5,205,364	5,278,286	(307,588)

The detailed budget is on your CD. Within this document you will find a handful of cells that are highlighted. These will be comment points that I will be addressing during the discussion. I also have included a resolution to set a public hearing to be held at the May 10th meeting.

April 26 th :	Present Draft, Discussion, Set Public Hearing
May 10 th :	Public Hearing, Discussion
Special Meeting:	If Desired By Council
May 24 th :	Adopt Budget
June 14 th :	Truth in Taxation Hearing, Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 30 th :	Fiscal Year End

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

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. GM's MTT appeal exposure, at 80%, shows the City's loss to both real and personal property in General Fund revenues at \$209,037. Loss to the Garbage Fund is \$68,970. The maximum exposure on the loss for all current pending appeals to General Fund revenues is calculated at \$244,371. Total potential loss to the Garbage Fund is \$80,930.

Two companies emerged from out of the bankruptcy, General Motors LLC and Motors Liquidation Company. Assets and holdings set for liquidation were placed into Motors Liquidation Company and holdings intended to remain in business were placed into GM-LLC. GM-SPO was placed into GM-LLC.

We met with General Motor's tax division and the attorneys representing them on Thursday February 4th. The meeting went well in that both sides are interested in resolving the matter through a negotiation process. It was agreed upon that right after the March BOR; the parties would meet for a walk-through of the plant in order to create a starting point for an agreement of assets held by SPO (land area, useable sections of the plant, exact SF, inspection of personal property, etc.). I don't look for a resolve much before summer. In the meantime, we'll have to pay out tax collections to the various taxing authorities, inclusive of the City. All our budget numbers are based on the presumption that we settle this appeal this summer. I've asked Mr. Figura to stir the matter a bit in an effort to keep with this schedule.

✓ **WATER SYSTEM & USE ORDINANCE, FEES, RATES & CHARGES** (*Status*)

As a re-cap, there will be a ready to serve charge that is paid all year long for each water and each sewer connection. From here, a user is then charged a commodity use fee. Everyone pays \$35.83 for water and \$33.64 for sewer, for a quarterly total of \$69.47 (\$23.16 total per month). The commodity charge then kicks in by usage. The first collection will be the May billing.

✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)

I had hopes of completing this during the holidays, but got sidetracked on other issues. I'll try and complete it in the near future

✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)

As above, I have similar hopes on this project.

✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (See Individual Category)

2011-2014 T.I.P. APPLICATION (Status)

The 2011-2014 TIP schedules are in and we have three projects that are solidly funded and two in the queue. The funded projects are Miller between Elms and Tallmadge, Bristol from Miller 600 feet west (excluding the cuts in front of GM-SPO, and a section of the trail system running from the back of Elms Park to the proposed Heritage Park (along the west lot lines of GM-SPO). The unfunded queue projects are Miller between Tallmadge and Dye, and Miller between Seymour and Elms. We approved a resolution of commitment on January 11th. I'll keep the Council informed.

TABLE #1 2011-2014 TIP, ALL PROJECTS, FUNDED & QUEUE (shaded)

Project	Year	Grant	City Match	P.E.	C.E.	Total
Miller Between Elms & Tallmadge	2011	\$338,997	\$85,749	\$28,000	\$45,000	\$497,746
Bristol Road @ GM-SPO	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
Trail, Elms Park to Heritage	2013	\$296,000	\$221,000	\$25,000	\$45,000	\$587,000
Miller Between Tallmadge & Dye	Unfunded	\$951,602	\$237,901	\$76,000	\$120,000	\$1,385,503
Miller Between Seymour & Elms	Unfunded	\$1,635,357	\$408,839	\$100,000	\$160,000	\$2,304,196
City Funded Totals	-	-	\$967,217	\$237,000	\$386,000	\$1,590,217

TRAIL SYSTEM (Status)

Addressed above.

MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S (Status)

Construction is set to begin on June 21st with scheduled completion by September 21st. I'll keep the Council posted on developments.

MORRISH ROAD SOUTH ARRA CONSTRUCTION PROJECT (Status)

Pending final reconciliation of construction engineering fees.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

2008 REPAIR ROSTER (Status)

We are out to bid. We will be back with results in the near future.

✓ **WWS SEWER USE – IPP ORDINANCE** (Status)

Pending.

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

Phase III was approved at the December 7 Council Meeting. I'll keep the Council informed on progress. As we have discussed, the County has always informed us that as long as we continue to work towards the reduction of infiltration and inflow, the penalties will not be assessed. Our relining and manhole rehabilitation should be much more than adequate to accomplished this. Included with tonight's packet is a copy of the County WWS I&I policy.

✓ **WWS STORM WATER ORDINANCE** (Status)

We are still looking at this.

- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)
Included with tonight's package (in the folder on your CD – not printed due to size), are a series of engineering studies on the feasibility of a water pipeline to Lake Huron. We still do not have debt retirement models for review. WWS officials have offered to attend a meeting and give a presentation. I will look to catch one of the May meetings for them to attend.
- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
We are still trying to get some direction on this property.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
Pending a report back to the Council with recommendation on the structure as well as the house the City owns at Morrish & Fortino.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)
Frankly speaking, I will be recommending we discontinue all funding and terminate agreements related to the City's contribution towards the ambulance base. We are fast approaching less than 24 hour police coverage which will become a number one General Fund Priority. There has been an interesting turn of events that may help this issue. The 911 Consortium will be taking over and managing the dispatch of EMS services (letter included with tonight's packet). This will allow "roving" responders by use of automatic vehicle locaters (AVL) currently utilized in the 911 center. A sort of "patrol" of ambulances that should vastly reduce or eliminate the need for all the fixed operation bases currently required. I'll keep the Council posted on developments.
- ✓ **MDOT PARK & RIDE** (*Status*)
Pending construction.
- ✓ **LABOR CONTRACTS** (*Status*)
At the meeting of April 12th, we approved extending the wage re-opener for the POLC agreement out to December, and thereafter, on six month increments to meet. I look to do the same with AFSCME and Supervisor's, as well as the individual agreements with myself and Mr. Zettel (I can always sit and talk with myself). I will bring the other agreements back for review as I clear them.
- ✓ **GO GREEN, PUBLIC SAFETY BUILDING HVAC GRANT** (*Resolution*)
The bids are back with widely differing amounts. We had five returns ranging from \$29,864 to \$47,932. The low submittal was Al Kallas of Swartz Creek, however, upon inspection we discovered that the bid was out of specifications for a controller unit. We met with the vendor whom agrees that he cannot complete the work for the cost submitted and adherence to specifications. The next lowest bidder is Garno Brothers Heating and Cooling at a cost of \$36,934. Included with tonight's packet is a resolution of award and appropriation.
- ✓ **DDA ART GALLERY** (*Status*)
Pending.
- ✓ **BOARDS & COMMISSIONS** (*Resolutions*)
Included with tonight's agenda are appointments and re-appointments for vacancies on our Boards & Commissions. We have one Tax Board of review re-appointment (Tom MacGillivray), our "every other year" Fire Board Swing Position (Boots Abrams), two Planning Commission re-appointments (Kathy Ridley & Bud Grimes), three DDA

positions, one to fill the vacancy of Richard Mattson (Teresa L. Spence) and the other two re-appointments (Rodney Gardner & Cliff Hull). We are still working with the Mayor on Park Board as well as some other clean-up appointments.

- ✓ **MORRISH ROAD GUARDRAIL** (*Status*)
Pending.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **PARK FEE WAIVER REQUEST** (*Resolution*)
The Handicap Boy Scout Troop #117 has requested the use of and waiver of fees for Elms Road Park Pavilion #2 on September 11, 2010 for their annual picnic. Included with tonight's program, I have a resolution waiving the fees.

Council Questions, Inquiries, Requests and Comments

- *Traffic Lights, Bristol-Miller, GM-SPO.* Pending GM decisions, new traffic counts as to warrants, in the spring.
- *Sr. Center Budget, Statement, Building Cost Reconciliation.* Pending obtaining documents.
- *Deteriorated Retaining Walls & Planters at City Buildings.* We have a partial solution. The circular planter and the wall with the building's name at the entry way can be removed and either an in ground planter or concrete poured in place of. The short retaining walls along the north and west side's present additional problems which may be expensive. When the weather breaks, we are going to take a look at the removal of the walls along with the soil. If brick exists all the way to ground level, we may be able to put landscaping back at the ground level, which would correct the problem. If raw blocks are present, other options will have to be looked at.
- *Tabled Garbage Collection Policy.* Resting comfortably... for now.
- *Youth Programs in Park.* Looking into this.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday April 26, 2010 7:00 P.M.

Resolution No. 100426-4A **MINUTES, APRIL 12, 2010**

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held April 12, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-5A **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 April 26, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-6A **CITY MANAGER'S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of April 26, 2010, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8A

2010-2011 FISCAL YEAR BUDGET, SET PUBLIC HEARING

Motion by Councilmember: _____

I Move the City of Swartz Creek set a Public Hearing, to be held on Monday, May 11, 2010 at 7:00 PM, at the regularly scheduled City Council Meeting, or as soon thereafter as can be heard, to hear public comments and needs regarding the Proposed 2010-2011 Fiscal Year Budget, and further, to make a copy of the proposed budget available at City Hall for public inspection during normal business hours, in accordance with provisions as set forth in the City Charter

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8B

PARK FEE WAIVER REQUEST, HANDICAPP BOY SCOUT TROOP #117, ELMS PAVILION #2

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the use of and grant a waiver of fees for the use of Elms Road Park Pavilion #2 on Saturday, September 11, 2010, from 9:00 AM to 6:00 PM, for Handicap Boy Scout Troop #117.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8C

BOARDS & COMMISSIONS, BOARD OF REVIEW, RE-APPOINT THOMAS MACGILLIVRAY

Motion by Councilmember: _____

I Move the City of Swartz Creek Council reappoint Thomas MacGillivray, of 5052 Fairchild Drive, to the Swartz Creek Tax Board of Review, term running from July 1, 2010, expiring June 30, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8D

BOARDS & COMMISSIONS, FIRE BOARD SWING POSITION, APPOINT BOOTS ABRAMS

Motion by Councilmember: _____

I Move the City of Swartz Creek concur with the Mayor’s appointment of Boots Abrams, of 5352 Greenleaf Drive, to the Swartz Creek Area Fire Board, City Swing Position, term to run April 1, 2010 expiring March 31, 2011.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8E

BOARDS & COMMISSIONS, PLANNING COMMISSION, RE-APPOINT KATHY RIDLEY

Motion by Councilmember: _____

I Move the City of Swartz Creek Council concur with the Mayor’s reappointment of Kathy Ridley, of 3414 South Elms Road, to the Swartz Creek Planning Commission, term running from July 1, 2010, expiring June 30, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8F

BOARDS & COMMISSIONS, PLANNING COMMISSION, RE-APPOINT BUD GRIMES

Motion by Councilmember: _____

I Move the City of Swartz Creek Council concur with the Mayor’s reappointment of Bud Grimes, of 5171 Oakview Drive, to the Swartz Creek Planning Commission, term running from July 1, 2010, expiring June 30, 2013.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8G

BOARDS & COMMISSIONS, DDA, APPOINT TERESA L. SPENCE

Motion by Councilmember: _____

I Move the City of Swartz Creek Council concur with the Mayor’s appointment of Teresa L. Spence, of 11401 Miller Gaines, to the Swartz Creek Downtown Development Authority, appointment to fill the balance of the term vacated by the resignation of Richard Mattson, term expiring March 31, 2012.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8H

BOARDS & COMMISSIONS, DDA, RE-APPOINT RODNEY GARDNER

Motion by Councilmember: _____

I Move the City of Swartz Creek Council concur with the Mayor’s re-appointment of Rodney Gardner, of 5024 Brady Street, to the Swartz Creek Downtown Development Authority, term running from April 1, 2010, expiring March 31, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100426-8I

BOARDS & COMMISSIONS, DDA, RE-APPOINT CLIFF HULL

Motion by Councilmember: _____

I Move the City of Swartz Creek Council concur with the Mayor’s re-appointment of Cliff Hull, of 6200 West Reid Road, to the Swartz Creek Downtown Development Authority, term running from April 1, 2010, expiring March 31, 2014.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek received an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of \$50,861.00 to fund the replacement of the HVAC system in the public safety building; and

WHEREAS, the State of Michigan required the City to enter into agreement in order to commence with work and payment towards the project; and

WHEREAS, the agreement, as well as City purchasing policies, requires a competitive bid process for this project; and

WHEREAS, the project was designed, specifications set, advertised for bids with returns on April 21, 2010; and

WHEREAS, the low bid by Al Kallas of Swartz Creek, in the amount of \$29,864 was disqualified because of the inclusion of a substantial and unapproved deviation from the bid specifications related to the VVT system; and

WHEREAS, the second lowest bidder, being Garno Brothers of Swartz Creek, submitted a return in the amount of \$36,934, and in review, the bid was determined to be consistent with the specifications as set forth by the City.

NOW, THEREFORE, I Move the City of Swartz Creek hereby approve the next lowest bid by Garno Brothers Heating & Cooling, in the amount of \$36,934 plus a 10% contingency, and further direct City Staff to enter into a contractor’s agreement with Garno Brothers Heating & Cooling, and further, direct the staff to make any and all necessary book entries and submission of required documents and paperwork for the appropriation of funds and submission for re-imbursements from EECBG.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday April 12, 2010 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 04/12/2010

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, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, DPS Director Tom Svrcek.

Others Present: Boots Abrams, Tommy Butler, Jim Florence, Sharon Klein, Ron Schultz.

APPROVAL OF MINUTES

Resolution No. 100412-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes, as presented, for the Regular Council Meeting, held March 22, 2010, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 100412-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of April 12, 2010 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 100412-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of April 12, 2010, to be circulated and placed on file.

YES: Hurt, Krueger, Porath, 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:

Tommy Butler, 40 Somerset, spoke about the newspaper article about fixing the City streets. Mr. Butler also spoke about a newspaper article that referenced adding a casino to the race track.

COUNCIL BUSINESS:

Meijer's, Amend Development Agreement

Resolution No. 100412-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Binder

I Move the City of Swartz Creek amend the agreement with Meijer Inc. of Grand Rapids Michigan, dated October 17, 2008, herein referred to as the First Amendment to Development Agreement Between the City of Swartz Creek and Meijer Inc, as follows:

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
MEIJER INC.**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made this 12th day of April, 2010, by and between the CITY OF SWARTZ CREEK, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, MI

48473 ("City") and Meijer Inc, a Michigan Domestic Profit Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Meijer").

WHEREAS, the City and Meijer entered into a Development Agreement, dated October 17, 2008, (the "Agreement") setting out all of the duties and responsibilities of both parties in connection with the Project, as well as the remedies for failure of a party to comply with said duties and/or responsibilities; and

WHEREAS, all terms defined in the Agreement shall have the same definitions as set forth herein unless expressly stated otherwise; and

WHEREAS, Meijer has deposited \$150,000 with the City towards the cost of the Morrish Road Improvements; and

WHEREAS, the City and Meijer desire to post-pone the completion of the Morrish Road Improvements until 2010; and

WHEREAS, there have been modifications to the design plans for the Morrish Road Improvements, including the phasing of the paving project and the phasing and overall need of the signals.

NOW, THEREFORE, the City and the Meijer, acting by and through their duly authorized representatives, hereby **AGREE AS FOLLOWS**:

1. Section 3 (Conditions and Acknowledgements) of the Agreement is amended to include the following new provisions:

k. It is understood that the easement requirements, as illustrated in the revised project plans (Exhibit D attached to this Amendment) shall be adequate for any and all work related to the Morrish Road Improvement Project and any additional work that shall be required at the intersection of Bristol Road and Morrish Road, including any future signal work. It is further understood that the Morrish Road Improvement Project, as revised and shown on Exhibit D, is sufficient to accommodate all potential Morrish Road traffic generated by the Meijer Project (both the Meijer Store Phase and future phases), and the City will not require any additional improvements or easements for the Morrish Road Improvement Project as a result of development within the Meijer Project (both the Meijer Store Phase and future phases), except only for the Middle Drive. If in the future any improvements or easements for Morrish Road are required by any other governmental entity in addition to those included in the Morrish Road Improvement Project, the City agrees that the City (or others) will be responsible for them.

l. The City agrees that for a period of ten (10) years from the date of this Amendment, that for future developments by other parties (excluding developments in the Meijer Project, both the Meijer Store Phase and future phases) in the North Morrish Road Planned Unit Development, it will include or require inclusion of the traffic counts projected for the Meijer Project (both the Meijer Store Phase and future phases) as shown in the traffic study by Tetra Tech, dated July, 2006, as background traffic.

2. Section 4 (Morrish Road Improvements) of the Agreement is deleted in its entirety and the following substituted:

4. Morrish Road Improvements.

The Project includes the design, engineering and construction of certain Public Improvements to Morrish Road as described on the attached revised Exhibit D (the "Morrish Road Improvement Project"). The Morrish Road Improvement Project includes curbs, curb cuts, lane widening, paving, traffic signals, signage, lighting, drainage, ditching, utility relocation, right-of-way acquisition, and permit and inspection fees. The City agrees to design, engineer and construct the Morrish Road Improvement Project at its expense (subject to Meijer's contribution). The Morrish Road Improvement Project

shall be constructed in two phases: phase one being that portion of the Project located within the jurisdiction of the City of Swartz Creek, and phase two being that portion of the Project located within the jurisdiction of the Genesee County Road Commission. The City further agrees to complete the Morrish Road Improvement project (both phase one and phase two) by December 1, 2010, except for any and all unwarranted traffic signals. The City will provide Meijer and their consulting engineer copies of the pre-bid plans to insure compliance coordination on the Project site. The City acknowledges its responsibility for timely completion of the Morrish Road Improvement Project, and agrees that it will not delay issuance of a certificate of occupancy for the Meijer store and/or Meijer gas station/convenience store by reason of any delay.

The Morrish Road Improvement Project includes two traffic signals and associated improvements which currently do not meet the warrants for a signalized intersection under the Uniform Manual for Traffic Control Devices. One of these signals is at the intersection of Morrish Road and I-69 (the "Morrish/I-69 Signal"), and the other is at the intersection of Morrish Road and Bristol Road (the "Morrish/Bristol Signal"). The parties acknowledge that the City will install these signals and related improvements as and when they are warranted.

Meijer shall contribute (the "Meijer Contribution") a maximum of one-million, five-hundred thousand dollars (\$1,500,000.00) toward the cost of the Morrish Road Improvement Project in full satisfaction of its obligations therefore. The Meijer Contribution shall be deposited with the City in accordance with the following schedule: (a) one hundred fifty thousand dollars (\$150,000) has already been paid by Meijer, the receipt of which the City acknowledges; (b) nine hundred forty-five thousand dollars (\$945,000) after the City awards the winning bid(s) for phase two of the Morrish Road Improvement Project, or June 1, 2010, whichever is later; (c) one hundred fifty thousand dollars (\$150,000) after the entire Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal) is finished and accepted by the City; (d) one hundred seventy-five thousand dollars (\$175,000) after the Morrish/I-69 Signal is warranted and the City awards the winning bid(s) for the construction; and (e) eighty thousand dollars (\$80,000) after the Morrish/Bristol-69 Signal is warranted and the City awards the winning bid(s) for the construction. The foregoing amounts will be deposited by Meijer within twenty (20) business days of receipt of an invoice from the City, with supporting documentation.

The Meijer Contribution may only to be used for the Morrish Road Improvement Project. The City acknowledges that it has received, or will receive, certain sums (in total, the "State Contribution") from the State of Michigan and/or other governmental entities toward the cost of the Morrish Road Improvement Project. The State Contribution is currently estimated to be three hundred sixty-eight thousand dollars (\$368,000). If the projected cost of the Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal), based upon the lowest bids received, is less than the sum of (i) one million two hundred forty-five thousand dollars (\$1,245,000) plus (ii) the State Contribution, then the amount of the Meijer Contribution shall be reduced by the amount of the difference and deducted from the amount to be deposited under subparagraph (b) of the preceding paragraph. After completion of the Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal) a final accounting will be done and adjustments will be made to the amount owing to or by Meijer and payments made accordingly. Likewise, if the projected cost based on lowest bids of either Morrish/I-69 Signal or the Morrish/Bristol Signal is less than the amount to be deposited by Meijer in accordance with the preceding subparagraph, then the amount deposited shall be reduced accordingly with a final accounting and adjustments made after completion.

3. Section 13 (Term) of the Agreement is hereby deleted and replaced with the following:

This Agreement shall commence on October 17, 2008, and continue until the earliest of (i) December 31, 2020, or (ii) the Meijer Project, both the Meijer Store Phase and future

phases, have been constructed; provided, however, that any and all City permits and approvals shall only be valid for a period of three (3) years from the date of this Amendment. After three years from the date of this Amendment, all City permits and approvals associated with the Project shall expire (unless further extended) unless Meijer has begun construction of the Project. Once construction of the Project has commenced, the permits and approvals shall remain in force until completion of the Project. The warranty and maintenance obligations of paragraph 7 shall in any event continue in effect for the periods provided for therein.

4. Except as expressly set forth herein the Agreement is ratified and affirmed.

IN WITNESS WHEREOF, **the parties hereto have executed this First Amendment to Agreement as of the date first above written.**

MEIJER INC.

CITY OF SWARTZ CREEK

Michael L. Kinstle
Vice President of Real Estate

Richard Abrams, Mayor

Juanita Aguilar, Clerk

Approved as to form
Michael J. Gildner,
Assistant City Attorney

And further, direct the Mayor and City Clerk to execute the amendment on behalf of the City.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Appropriation, Morrish Road Meijer's Phase I & Phase Construction Engineering, Rowe Professional Services

Resolution No. 100412-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

WHEREAS, the City applied and was awarded funding through the Genesee County MPO Traffic Improvement Program and design plans were crafted and accepted by MDOT for curb, gutters, drainage, crush, mill, reshaping, resurfacing, crack and joint repair for Morrish Road between I-69 and the North City Limit, being Phase I of the project; and

WHEREAS, the City developed design plans for the improvement of the intersection of Bristol and Morrish, including east, west and north approach legs, being Phase II of the project, the intersection and approach legs falling within the jurisdiction of the Genesee County Road Commission; and

WHEREAS, design plans for Phase II improvements were submitted to and approved by the Genesee County Road Commission, Phase II being a locally funded non-participating project; and

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

WHEREAS, the City's contracted engineering firm, Rowe Professional Services Incorporated, has submitted a proposal for construction engineering, testing and inspection services associated with both Phase I and Phase II, a copy of the proposal attached hereto, amount of such services calculated on a time and materials basis, at \$109,162.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek accept the proposal of Rowe Professional Services Inc., and appropriate funding in the amount of \$109,162, plus 5% contingency, for all associated and necessary costs related to construction engineering, testing and inspection services for the Morrish Road Re-Construction and Improvement Projects Phase I and Phase II, and further, authorize the Mayor and City Clerk to execute any Third Party Agreements, funding to be allocated from Major Street 202, Morrish Road Re-Construction and Improvement Project.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

County Road Commission Construction Agreement, Morrish Road Improvement Project, (Meijer's)

Resolution No. 100412-06

(Carried)

Motion by Councilmember Hurt

Second by Councilmember Krueger

WHEREAS, the City approved a site plan for the construction of a Meijer's retail outlet on Morrish at I-69, the approval providing for contributions towards public infrastructure improvements; and

WHEREAS, the City evaluated the retail impact and future development for the area and created a Commercial Planned Unit Development District, associated zoning, public infrastructure improvement, future land use and traffic management plans; and

WHEREAS, the City applied and was awarded funding through the Genesee County MPO Traffic Improvement Program and design plans were crafted and accepted by MDOT for curb, gutters, drainage, crush, mill, reshaping, resurfacing, crack and joint repair for Morrish Road between I-69 and the North City Limit, being Phase I of the project; and

WHEREAS, the City developed design plans for the improvement of the intersection of Bristol and Morrish, including east, west and north approach legs, being Phase II of the project, the intersection and approach legs falling within the jurisdiction of the Genesee County Road Commission; and

WHEREAS, design plans for Phase II improvements were submitted to and approved by the Genesee County Road Commission, Phase II being a locally funded non-participating project; and

WHEREAS, the County Road Commission requires an agreement for the approved construction of Phase II as well as a right of way permit for the posting of advance warning signs for Phase I of the project.

NOW, THEREFORE, I Move that the City of Swartz Creek enter into an agreement with the Genesee County Road Commission, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

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

NO: None. Motion Declared Carried.

RFP-Bid Award & Appropriation, Morrish Road Meijer's Phase II Intersection Improvements

Resolution No. 100412-07

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hurt

WHEREAS, The City desires to make certain improvements to Morrish Road from I-69 to a point 650 feet north of the intersection of Morrish and Bristol and 150 feet east and west there from; and

WHEREAS, the project consists of two parts, Phase I being Morrish from I-69 to the north City Limit and Phase II being the intersection improvements, including points east, west and north of; and

WHEREAS, Phase I funding will in part, include FHA contributions and Phase II funding is entirely local sources; and

WHEREAS, Phase I has been designed, approved by MDOT, let for bid and awarded, the low bidder being Zito Construction of Grand Blanc Michigan at a cost of \$1,108,954, construction scheduled to begin on June 2, 2010; and

WHEREAS, it is cost advantageous to construct both Phase I and Phase II simultaneously; and

WHEREAS, the City's purchasing ordinance provides for competitive and cooperative bids, but also allows for exceptions in certain circumstances, text as follows: Chapter 2, Article VI, Division 3, Sec 2-402(a), 2, i & ii "...The city council may, at the request of the

city manager, authorize the city manager to negotiate a contract for the purchase of any product, material or service with a provider of such product, material or service without regard to the requirements of this section relative to purchases where the city council finds:

- i. Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature; and*
- ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids.”; and*

WHEREAS, the MDOT Phase I bid returns included submittals from a record 23 bidders ranging in cost from \$1,108,954 to \$1,478,290, significantly below engineer’s estimates; and

WHEREAS, the City designed Phase II and submitted plans to the jurisdiction agency, being Genesee County Road Commission, final approval granted on April 8, 2010; and

WHEREAS, the City negotiated the cost of improvements with the contractor, Zito Construction, for Phase II as approved by the Genesee County Road Commission, such costs based on MDOT Phase I bid return unit pricing, Zito providing a total cost of \$269,711 for construction; and

WHEREAS, analysis of the unit construction costs in comparison with Phase I MDOT bid returns show 8% reduction, explanation being that the City is not requiring the stipulation of prevailing wage as required by MDOT Contracts, and further, traffic mobilization costs can be handled in conjunction with Phase I, thus further reducing costs; and

WHEREAS, in review, the City Council finds that circumstance exist that the best interest of the City is served by the negotiated pricing using bid unit costs as a base, and further, such negotiated pricing would be lower than if the City bid this project independently.

NOW, THEREFORE, I Move that the City of Swartz Creek award the Phase II portion of the project direct to Zito Construction of Grand Blanc Michigan, in accordance with the plans and specifications prepared by the City’s Engineer and approved by the Genesee County Road Commission, dated April 8, 2010, and further, appropriate an amount not to exceed \$269,711 plus 10% contingency, for payment thereof, funds to be allocated from 202 Major Streets, at the direction of City Staff, and further, direct the Mayor and City Clerk to execute any and all necessary contracts and documents on behalf of the City.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Local Street Repair, Bid Specification Proposal

Resolution No. 100412-08

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the City of swart Creek appropriate an amount not to exceed \$4,115 to the City’s Engineer, Rowe Professional Services Inc., for the preparation of a bid specification package that provides for the re-construction of one local street and the Cape Seal Reconditioning of an undetermined number of streets, and further, to bring returns, findings and recommendation back to the City Council for review and decision.

Discussion Took Place.

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

DDA Resignation, Richard Mattson, Accept

Resolution No. 100412-09

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hicks

I Move the City Council accept the resignation of Richard Mattson from the Downtown Development Authority, and further, offer appreciation for his dedication and commitment to the City.

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

POLC-Police Labor Agreement Wage Re-Opener

Resolution No. 100412-10

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, the 2009-2012 POLC Police Collective Bargaining Agreement provided for no wage or benefit increase for the first effective year of the agreement, being July 1, 2009, and further, the agreement allows for wage re-opener negotiations on July 1, 2010 and July 1, 2011; and

WHEREAS, the City Manager met with the union wherein the union believes that compensation has fallen behind other similar sized police departments, they do understand the economic crisis the City is experiencing and is willing to work with the City; and

WHEREAS, it was understood that the City continues to significantly scale back its operation in order to keep expenses within revenues, the POLC asking only that the City continue to review its economic position and work towards merit increases as soon as able, and to this end, it was agreed to forgo any rate increases effective July 1, 2010 and schedule meetings on six month increments in order to conduct such reviews together.

NOW, THEREFORE, I Move that the City of Swartz Creek allow for a letter of understanding to amend the 2009-2010 POLC Labor Agreement to reflect that the City will meet on six month increments, being prior to July and December of each year, for the purpose of discussing finances and exploring wage increases

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Guardrail Issues

(Discussion Topic)

City Manager Bueche spoke about guardrail issues on Morrish Road. Mr. Bueche stated that the time has come to get it fixed based on the possible safety issues for the houses that the guardrail will protect. Discussion took place with Council stating that they believe a guardrail is necessary.

MEETING OPENED TO THE PUBLIC

Tommy Butler, 40 Somerset, commented on the food pantry that is located at the United Methodist Church. Mr. Butler stated that the churches that are involved in the program have done a fantastic job.

REMARKS BY COUNCILMEMBERS:

Councilmember Krueger spoke about the possibility of having a Council meeting at the park with a picnic beforehand.

Councilmember Shumaker spoke about the poles on Morrish and Elms Roads being fixed. Mr. Shumaker stated that there is a problem with a large Spruce tree in the right of way on Bristol Road, westbound to Elms Road. Mr. Shumaker stated that it is difficult to see other traffic at the intersection due to the tree. Mr. Shumaker talked about the plans for parking at Syring School. Mr. Shumaker stated that he believes it is a good design and will help to alleviate traffic problems. Mr. Shumaker spoke about digital meter readers being used in Saginaw.

Councilmember Hicks announced that the Women's Club is having a fundraiser on Tuesday, April 20, 2010 between 4pm and 7pm. Wendy's restaurant has agreed to give the Club 10% of all proceeds on that day.

Councilmember Binder talked about the Cub Scout pack. Ms. Binder stated that they will be at Little Caesar's on Wednesday to make the pizzas for the day. Proceeds will benefit the Cub Scout pack.

Councilmember Hurt questioned how the staffing level would affect wood chipping this summer. Director of Public Services Tom Svrcek advised that it would take a little longer to do the routes and he is examining the possibility of subcontracting the work out.

Mayor Pro-Tem Porath questioned whether anyone went to the State of the County address. Mr. Porath stated that they spoke about the pipeline from Port Huron.

Mayor Abrams spoke about the Crapo family celebration that the Historical Society put on.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 9:01 p.m.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

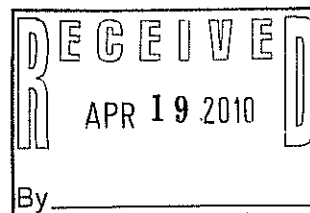


- I. CALL TO ORDER
 - A. PLEDGE OF ALLEGIANCE
 - B. ROLL CALL
 - C. ELECTION OF OFFICERS:

Chairman -

Vice Chairman -

Secretary Treasurer -



- C. ADDITIONS/CHANGES/DELETIONS AND AGENDA APPROVAL:
 - D. SPECIAL PRESENTATIONS/ANNOUNCEMENTS:

II. APPROVAL OF MINUTES

- A. FEBRUARY 15, 2010 MEETING *(copy provided with March packet):*

III. CORRESPONDENCE:

- A. FEBRUARY INCIDENT SUMMARY REPORT *(copy provided with March packet):*
- B. MARCH INCIDENT SUMMARY REPORT:

IV. PROFESSIONAL SERVICE REPORTS:

- A. FEBRUARY FINANCIAL REPORT *(copy provided with March packet):*
- B. MARCH FINANCIAL REPORT:

V. COMMITTEE REPORTS:

- A. BY-LAWS COMMITTEE - Chairman Rick Clolinger, Richard Derby, Bill Cavanaugh and Brent Cole:

- B. HEALTH AND SAFETY COMMITTEE: Chairman Greg Childers (Members Chief Cole, Assistant Chief Merriam, Captain Tabit, Lieut. Jones & FF VanArsdale)

-
- C. PERSONNEL COMMITTEE: Chairman Ray Thornton, Richard Derby and David Hurt.

- 1. Inclusion of to Fire Chief scope of duties to include responding as a County Coordinator and appointment of Junior Officers by the Fire Chief.

- D. FIRE AGREEMENT COMPLIANCY COMMITTEE: Chairman Dave Hurt, Richard Derby, Ray Thornton and Attorney Bill Cavanaugh.

- 1. Investment Policy

- 2. Fund balance access and control for 2008 and 2009:

- 3. Policy 120 (Purchasing) update *(copy provided with March packet):*

OLD BUSINESS:

A. APPARATUS UPDATE from Battalion Chief Jack King-

1. Apparatus status report attached (*previous months report with March packet*)

B.

VII. NEW BUSINESS:

A. MEMBERS FOR PLACEMENT ON PROBATION: none

B. MEMBERS ELIGIBLE TO COME OFF PROBATION: none

C. MEMBERS RESIGNING/TERMINATING:

1. Ronald Miller, hired June 15, 2009, for station 2, resigned effective March 12, 2010. A copy of his resignation letter is attach

Chief Cole recommends accepting Ronald Miller's resignation effective March 12, 2010.

D. MEMBERS ELIGIBLE FOR REINSTATEMENT: none

E. FIRE CHIEF ANNUAL EVALUATION:

F. ADDITION OF COORDINATION TO THE CHIEFS JOB DESCRIPTION:
Attached is a memo indicating the request including reasons and what Genesee County Coordination is.

VIII. GENERAL INFORMATION:

A. MUNICIPAL BILLINGS for February and March

B. FEBRUARY BILLS LIST

C. MARCH BILLS LIST

D. SOG 602 Apparatus Response update (6 pages)

E. Thank you email received April 5, 2010 from Mr. & Mrs. Kenney

F.

IX. OPEN TO THE PUBLIC:

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

XI. CHAIN OF COMMAND APPEAL TO THE FIREBOARD:

XII. COMMENTS FROM FIREBOARD MEMBERS:

XIII. MEETING ADJOURNMENT:

MARCH 15, 2010

SWARTZ CREEK AREA FIRE DEPARTMENT

The regular meeting of the Swartz Creek Area Fire Board was not held for lack of quorum.

*MIKE MESSER
CHAIRMAN
SWARTZ CREEK AREA FIRE BOARD*

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

SWARTZ CREEK AREA FIRE DEPT, SWARTZ CREEK MICHIGAN 48473

Incident Log for 03/01/2010 through 03/31/2010

Printed: 04/07/2010

Inc. No. - Exp. Location	Date	Disp. Time	Sta. Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec
Involved Name						Officer in Charge		
0000022-000 9506 Chesterfield DR MRS Julie Campbell	03/01/2010	16:32	1 531 Smoke Invstg; furnace motor	MRS Julie Campbell	\$ 0	6 0.00	11.00 \$ 0	0:48:00
						KING, JACK L - BATT CHIEF		
0000023-000 5506 Johnson RD	03/04/2010	21:33	12 111 AMA to Flushing, committed		\$ 0	26 0.00	17.00 \$ 0	3:45:00
						COLE, BRENDT J - LIEUTENANT		
0000024-000 9180 Nashua TRL	03/05/2010	02:39	2 111 AMA-Flushing; unfounded		\$ 0	8 0.00	20.00 \$ 0	0:56:00
0000025-000 Directions E I 69; EO Seymour MR Jason W Bolinger	03/08/2010	16:15	1 411 Diesel fuel spill	MR Jason W Bolinger	\$ 0	12 7.00	9.00 \$ 0	3:15:00
						KING, JACK L - BATT CHIEF		
0000026-000 4935 Ita CT	03/13/2010	17:24	12 745 Alarm system activation, no fire -		\$ 0	16 6.00	7.00 \$ 0	0:41:00
						KING, JACK L - BATT CHIEF		
0000027-000 5107 Chickasaw ST	03/13/2010	18:12	12 114 AMA to Flushing, Chimney		\$ 0	18 0.00	12.00 \$ 0	1:10:00
						COLE, BRENDT J - LIEUTENANT		
0000028-000 2017 Bagley ST	03/14/2010	05:02	12 111 MA to Flint City		\$ 0	20 0.00	22.00 \$ 0	3:18:00
						COLE, BRENDT J - LIEUTENANT		
0000029-000 5070 S Morrish RD Linda Duncan	03/19/2010	23:19	1 444 Power line down	Linda Duncan	\$ 0	8 0.00	3.00 \$ 0	0:58:00
						KING, JACK L - BATT CHIEF		
0000030-000 346 Holland	03/20/2010	21:59	12 111 AMA to Flushing		\$ 0	21 0.00	13.00 \$ 0	2:56:00
0000031-000 Miller and I 69 @ Miller Rd. MS Kelly Moslerder	03/26/2010	10:24	1 622 No incident found on arrival at		\$ 0	12 0.00	6.00 \$ 0	0:18:00
						KING, JACK L - BATT CHIEF		
0000032-000 Venice Fire Station	03/27/2010	09:30	12 571 Standby during FF funeral		\$ 0	6 0.00	15.00 \$ 0	3:50:00
						KING, JACK L - BATT CHIEF		
0000033-000 4425 Windsor CT MR William C Brady	03/27/2010	21:02	1 111 Kitchen trash can	MS Marnee L Michael	\$ 1,000	17 0.00	7.00 \$ 1,000	0:52:00
						KING, JACK L - BATT CHIEF		

Incident Log for 03/01/2010 through 03/31/2010

Inc. No. - Exp. Location	Date	Disp. Time	Sta.	Incident Type	Owner Name	No. Resp Prop. Loss	Disp. to Enrte. Min.	Resp. Min. Cont. Loss	Total Hr:Min:Sec		
Involved Name							Officer in Charge				
0000034-000 4507 S VanVleet RD MR Tim Bontrager	03/28/2010	17:33	1 561	Unauthorized burning	MR Tim Bontrager	10 \$ 0	7.00	10.00 \$ 0	0:42:00		
							KING, JACK L - BATT CHIEF				
0000035-000 Crescent/Garden	03/31/2010	06:58	12 611	MA to Flint; canceled		15 \$ 0	0.00	0.00 \$ 0	0:39:00		
							TABIT, STEPHEN D - CAPTAIN/EM				
0000036-000 6219 N McKinley RD Randy McLeod	03/31/2010	13:52	12 140	MA to Flushing; grass fire	Randy McLeod	10 \$ 0	0.00	21.00 \$ 0	2:08:00		
							MERRIAM, ERIC M - ASSISTANT				
0000037-000 Directions W Interstate 69; Morrish	03/31/2010	17:45	1 143	Grass fire		6 \$ 0	7.00	8.00 \$ 0	0:45:00		
							KING, JACK L - BATT CHIEF				
Incidents by Shift Including Exposures											
	No. Resp.	Total Hr:Min		Prop. Loss		Cont. Loss	0	1	2	3	4
Totals:	211	27:01:00		\$ 1,000		\$ 1,000	0	4	10	2	0

The total number of incidents, including exposure fires is 16.

The number of exposure fires is 0.

SWARTZ CREEK AREA FIRE DEPARTMENT
Income/Expense Report
For the Three Months Ending March 31, 2010

	Description	Current Mth	Y-T-D	Budget	Remain. Budget	% Budget
Revenues						
3582	OPERATING CONTRIBU	5,822.40	93,680.04	237,300.00	143,619.96	(0.39)
3583	EQUIPMENT CONTRIBU	0.00	15,300.00	30,600.00	15,300.00	(0.50)
3628	MISC. INCOME (SUNDR	5.00	5.00	0.00	(5.00)	0.00
3630	GRANT INCOME	0.00	0.00	0.00	0.00	0.00
3664	INVESTMENT INCOME	15.52	38.31	300.00	261.69	(0.13)
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	5,842.92	109,023.35	268,200.00	159,176.65	(0.41)
Expenses						
4703	SOCIAL SECURITY	861.67	1,971.87	12,100.00	10,128.13	0.16
4704	STAFF SALARIES	3,023.29	9,057.57	45,500.00	36,442.43	0.20
4705	MAIN/TRAIN-SALARIES	1,167.90	2,188.21	10,900.00	8,711.79	0.20
4706	OFFICER SALARIES	1,250.00	2,500.00	15,000.00	12,500.00	0.17
4707	FIREFIGHTERS SALARY	5,822.54	12,030.28	74,000.00	61,969.72	0.16
4708	DEFERRED COMPENSA	232.50	465.00	4,800.00	4,335.00	0.10
4709	MEDICAL-FIREFIGHTER	685.00	1,186.00	6,170.00	4,984.00	0.19
4727	OFFICE SUPPLIES	202.91	237.35	2,700.00	2,462.65	0.09
4728	BUILDING SUPPLIES	30.95	186.63	700.00	513.37	0.27
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	571.68	1,515.86	8,650.00	7,134.14	0.18
4801	CONTRACT SERVICES	0.00	126.25	5,700.00	5,573.75	0.02
4820	80th Anniversary	0.00	0.00	0.00	0.00	0.00
4850	COMMUNICATIONS	232.01	758.86	3,350.00	2,591.14	0.23
4910	INSURANCE	0.00	17,909.00	26,000.00	8,091.00	0.69
4920	UTILITIES	1,855.36	3,837.52	17,000.00	13,162.48	0.23
4960	EDUCATION & TRAININ	29.73	36.63	5,030.00	4,993.37	0.01
4970	OFFICE EQUIPMENT	0.00	0.00	240.00	240.00	0.00
4976	FIRE EQUIPMENT	1,572.69	372.99	13,860.00	13,487.01	0.03
4978	FIRE EQUIP.-MAINT/REP	2,145.38	5,185.68	15,300.00	10,114.32	0.34
4979	FIRE EQUIPMENT-UPGR	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparat	0.00	0.00	0.00	0.00	0.00
4983	Misc. Upgrades	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	359.00	359.00	600.00	241.00	0.60
4988	COMPUTER SOFTWARE/	79.00	379.00	600.00	221.00	0.63
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	20,121.61	60,303.70	268,200.00	207,896.30	0.22
	Net Income/<Loss>	(14,278.69)	48,719.65	0.00		
3400	FUND BALANCE-Beginni	0.00	61,469.95	0.00		
	Fund Balance-End of Year	(14,278.69)	110,189.60	0.00		

AS OF: April 13, 2010
TO: Swartz Creek Area Fire Authority
RECORDED BY: Fire Chief Brent Cole
SUBJECT: Current Apparatus Readiness Status

Unit	Type	Assignment	Status
11	98 Pumper	Station 1	In service.
12	91 Pumper	Station 2	In service.
16	91 Squad	Station 1	In service.
17	79 Grass Rig	Station 1	In service.
21	99 Pumper	Station 2	In service.
23	92 Tanker	Station 2	In service.
26	93 Squad	Station 2	In service.
27	79 Grass Rig	Station 2	In service.

March 12, 2010

Dear Chief Brent Cole,

Please accept this letter of resignation effective immediately from the Swartz Creek Area Fire Department. I have accepted a full time job that doesn't allow me the time to continue my association with the SCAFD.

Thank you for giving me the opportunity.

Sincerely,

Ronald Miller

Ronald Miller
10203 W. Potter Rd.
Flushing MI 48433

From the desk of Fire Chief Brent Cole

DATE: April 15, 2010
TO: Swartz Creek Area Fire Authority
SUBJECT: Genesee County Coordination

During the last Fire Agreement Compliance Committee meeting, held April 9, I inquired as to the proper procedure to request Genesee County Coordination be added to the Fire Chief's Job Description under the Rules and Regulations. I was directed to type this request for presentation at the next regular meeting.

Reason of request:

I inquired with our insurance carriers as to coverage of myself and any other appointed Coordinators if they would be covered under liability and workers compensation. They investigated and determined, as long as the participation in Coordination is within the job description and authority of appointment by the Fire Chief, then it would be covered.

What is Coordination?

Genesee County Coordination, under the direction of the Genesee County Association of Fire Chiefs was created to manage resources at major incidents when the capacity of the Incident Command may be exceeded. Membership can include any rank of officer, provided they hold certification in incident command. They must also attend yearly mandatory training sessions to remain an active coordinator. Participating in coordination does not mean the Swartz Creek Area Fire Department (SCAFD) is dispatched. If the SCAFD is not dispatched, while a coordinator is actively participating in a major incident, the coordinator is NOT paid.

Request:

Add a line to the Fire Chiefs Job Description that includes participation in Genesee County Coordination as well as authority to appoint other officers.

Wording:

The Fire Chief may participate in, or appoint other qualified officers, to Genesee County Coordination.

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

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

INVOICE

Invoice Number: 040711
 Invoice Date: Apr 7, 2010
 Page: 1

Duplicate

Bill To:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Ship To:
CLAYTON TOWNSHIP 2011 MORRISH ROAD SWARTZ CREEK, MI 48473

Customer ID:	Customer PO:	Payment Terms:
CLAY01		Due at end of Month
Sales Rep ID:	Shipping Method:	Ship Date: Due Date:
	Courier	4/30/10

Quantity	Item	Description	Unit Price	Amount
208.75	FIRE02	FIRE SERVICE 03/2010	13.02	2,718.52

Subtotal	2,718.52
Sales Tax	
Total Invoice Amount	2,718.52
Payment/Credit Applied	
TOTAL	2,718.52

Check/Credit Memo No:

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

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

INVOICE

Invoice Number: 040710
 Invoice Date: Apr 7, 2010
 Page: 1

Duplicate

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

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

Customer ID:	Customer PO:	Payment Terms:
CITY01		Due at end of Month
Sales Rep ID:	Shipping Method:	Ship Date: Due Date:
	Courier	4/30/10

Quantity	Item	Description	Unit Price	Amount
293.00	FIRE02	FIRE SERVICE 03/2010	13.06	3,826.58

Subtotal	3,826.58
Sales Tax	
Total Invoice Amount	3,826.58
Payment/Credit Applied	
TOTAL	3,826.58

Check/Credit Memo No:

D

BILLS PAID LIST

					31-Mar-10
DATE:	CHECKS	PAYEE:	AMT	ACCT	TRANSACTION DESCRIPTION
3/4/2010	15365	CHARTER COMMUNICATIONS	\$43.16	4850	PHONE-STA2
3/4/2010	15366	CHASE	\$2,519.16	22021	SOC SEC 02/10
3/4/2010	15367	CLAYTON TWP	\$40.51	4920	SEWER-STA 2
3/4/2010	15368	DOUGLASS SAFETY	\$71.50	4978	EXTENSION CABLE FOR POSICHECK
			\$7.08	4727	SHIPPING
3/4/2010	15369	SCAFA	\$418.00	22024	ASSOC. DUES
3/4/2010	15370	FRIEND OF THE COURT	\$2.21	22026	FRIEND OF THE COURT
3/4/2010	15371	FRONT LINE	\$43.12	4741	SWITCH 41-21
3/4/2010	15372	HALT FIRE	\$1,093.53	4978	TANK TO PUMP LEAK 41-21
3/4/2010	15373	ICMA	\$511.83	22023	DF COMP EE PORTION
		(INTERNTL CITY/COUNTY MGT ASSOC.)	\$232.50	4708	DF COMP ER PORTION
3/4/2010	15374	MCLAREN	\$479.00	4709	PHYSICALS
3/4/2010	15375	PAYROLL	\$7,414.72	1002	PAYROLL-STAFF& FF
3/4/2010	15376	STATE OF MICHIGAN	\$395.13	22022	02/09 STATE TAX
3/4/2010	15377	SUBURBAN AUTO	\$45.62	4741	EQUIPMENT SUPPLIES
3/4/2010	15378	VALLEY PETROLEUM	\$278.04	4741	FUEL
3/17/2010	15379	CITY OF SWARTZ CREEK	\$1,115.44	4920	UTILITIES-STA 1
3/17/2010	15380	COMCAST	\$188.85	4850	PHONE/INTERNET-STA 1
3/17/2010	15381	CONSUMERS ENERGY	\$699.41	4920	UTILITIES-STA 2
3/17/2010	15382	GILL ROYS	\$23.47	4728	BUILDING SUPPLIES/KEYS
			\$10.52	4741	EQUIPMENT SUPPLIES
3/17/2010	15383	MCLAREN	\$206.00	4709	PHYSICALS
3/17/2010	15384	NYE UNIFORM	\$1,199.70	4976	BADGES
			\$7.81	4727	SHIPPING
3/17/2010	15385	VISA	\$29.73	4960	TRAINING SUPPLIES
			\$359.00	4984	COMPUTER-ACCT
			\$79.00	4988	SOFTWARE UPGRADE
			\$292.99	4976	DIGITAL CAMERAS
			\$107.15	4741	BATTERIES
			\$101.89	4727	ENVELOPES/SHIPPING
			\$7.48	4728	SOAP
			\$980.35	4978	CALIBRATION/EXHAUST LEAK 41-23
3/22/2010	15386	DOUGLASS SAFETY	\$80.00	4976	SERGEANT SHIELDS
			\$14.00	4727	SHIPPING
2/15/2010	15387	PAYROLL	\$1,030.65	1002	PAYROLL STAFF
2/15/2010	15388	PETTY CASH	\$72.13	4727	SHIPPING/POSTAGE
2/22/2010	15389	VALLEY PETROLEUM	\$87.23	4741	FUEL
			(\$2,519.16)	22021	02/10 SOC SEC
			(\$395.13)	22022	02/10 STATE TAX
			\$2,369.67	22021	03/10 SOC SEC PAYABLE
			\$378.32	22022	03/10 STATE TAX PAYABLE
		TOTAL	\$20,121.61		

VOID CHECKS:

9

Structure Fire:	11-12-16-21-23 and 26 as needed	
Fire Alarms:	Treat as a structure fire unless 911 advises that the alarm company is canceling the alarm. Then only one station will send at least 1 (POV and/or 1 Engine) unit will continue to confirm the status and retrieve the report information. Once a POV confirms the alarm to be false, the Engine can then be canceled.	
Vehicle Related Alarms:	Station 1	Station 2
Minor (wash down)	11 - 12	21 - 26
Major (commercial, industrial)	11 - 12 - 23	21 - 12 - 23
All vehicle fires on I-69	11 - 12	N/A
Extrication Alarms: (1)	11 - 21	21 - 11
Large Grass/Brush Fires: (3)	17-27 (3)	27-17 (3)
Open Burn or Small Grass Fire:	17 (2)	27 (2)
Bomb Threat* (Code A):	11 - 12	21 - 23

*The alarm will be dispatched as a "Stand-by" with all units standing by at their stations. Info regarding incident will be on the radio room computer. If a response is needed, stage one block away and wait. **NO RADIO TRAFFIC!** If a bomb is detonated, it will be treated as a structure fire. Reference SOG 612 for further info. Alert the other station including and AMA as necessary.

Medical/Lift Assist:	11	21
Other (unknown smoke investigation & etc):	11 (2) 11-12-21-23 (4)	21 (2) 21-23-11-12 (4)

- (1) Respond Squad 26 Code 1 with 3 for traffic control.
- (1) Respond Squad 16 at night for lights. Personnel as needed.
- (2) Initial response will be Code 1 until size up or 911 indicates the necessity to upgrade.
- (3) Cancel other station units if can handle grass fire alone.
- (4) If the caller is reporting smoke in a building and calling from that building, both stations will respond and 23 if no hydrants.

County Coordination Requests:
 Personnel only - Squad 16 (with 5 person crew) Engine based on location of incident.
 Pump & Personnel to scene - Engine 12 or 21 (with 5 person crew)
 Pump & Personnel for station stand by - ~~12~~ 11 or 21 (with 5 person crew)
 Air System ONLY - Squad 16 (with 2 personnel)
 Tanker - 23 (with 2 personnel maximum)
 Special Request - Officer Discretion.
Special Note: Professional courtesy between SCAFD stations and common sense shall play an important role in the response decision process. It should also be noted, the time of day shall also play an important roll in the response.

10

Flushing	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	E-21 (with full crew) = Hydrant areas PLUS: ~Non-hydrants = T-23 FIRST OUT (Maximum 2) ~S-16 shall respond requested by station 2 or to the scene if E21 is committed to the incident.	Stand by at station = E-21 Additional Personnel/Air = S-16 (with 5 person crew) Air only = S-16 (maximum 2 person crew) Grass Fires = G-27 Extrication = E-21

Gaines	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	Pump/Personal to scene = E-12 (with 5 person crew) If the location could indicate a first on status by a SCAFD unit, E11 may be substituted for E12. PLUS: Non Hydrant areas = T-23 (maximum 2 person crew)	Stand by at station = E-11 Additional Personnel/Air = S-16 (with 5 person crew) Air Only = S-16 (maximum 2 person crew) Grass Fires = G-17 Extrication = E-11

Venice	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	<i>Examine Venice Township maps to be aware of appropriate response. If do not know where you are going, USE THE MAPBOOK!</i> NOTE: The dividing line that determines which stations respond "personnel" is Lennon Rd. All addresses on both sides of Lennon Rd. & south (south half) = Station 1. All Addresses north of Lennon Rd. (north half) = Station 2. Tanker 23 responds to all alarms. North half = Engine 21 South half = Engine 44 12	Stand by at station = E11/21 Additional Personnel/Air = S-16 (with 5 person crew) Air Only = S-16 (maximum 2 person crew) Grass Fires = G27 (north), G17 (south) Extrication = E21 (north), E11 (south)

Flint Township or Mundy Township:		
	Stand by at station = E-11 21 or E-12 (Depending on Location) If E21 responds, E12 will move to station 2 to cover assignment unless there is no one left to staff or operate E12 from station 1. If there is staffing to operate both E11 & E12, E12 will be moved to cover assignment for the duration of the mutual aid stand by request.	
	Pump/Personal to scene = E-12 (with 5 person crew) The closest engine will respond provided enough personnel are available for staffing. If the closest engine is not adequately staffed, a phone call between stations will determine the best course of action.	
	Tanker Only = T-23 (maximum 2 person crew) Personal/Air = S-16 (with 5 person crew) Air only = S-16 (maximum 2 person crew) Grass Fires = G-17 or G-27 (Depending on Location) Extrication = E-11 or E-21 (Depending on Location)	

ALL OTHERS: Model after above responses with OFFICER discretion.
Special Note: Common Sense will play an important roll in all response, situations may call for altering of the response schedule. Request resources from other departments, to cover the fire district, if coordination is not in effect. In the event E12 is out of service, an engine substitution shall be made by the senior ranking office available.

GUIDELINE: #602

ADOPTED: October 24, 1993

REVIEWED: 04/18/09, 11/19/09, 03/7/10

REVISED: 09/24/96, 12/31/96, 08/10/99, 05/29/02, 02/23/05, 03/07/05, 05/02/2006, 04/18/2009, 08/23/2009, 11/22/09, 03/07/10

SUBJECT: COMMUNICATIONS/RESPONSE: Apparatus Response

PURPOSE: To establish guidelines for appropriate apparatus response

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

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

SOG602

03/10

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Apparatus Response Schedule

Structure Fire:

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

Fire Alarms:

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

	<u>Station 1</u>	<u>Station 2</u>
<u>Vehicle Related Alarms:</u>		
Minor (wash down)	11 - 12	21 - 26
Major (commercial, industrial)	11 - 12 - 23	21 - 12 - 23
<u>Extrication Alarms: (1)</u>	11-21	21-11
<u>Large Grass/Brush Fires:</u>	17-27 (3)	27-17-(3)
<u>Open Burn or Small Grass Fire:</u>	17 (2)	27 (2)
<u>Bomb Threat * :</u>	11 - 12	21 - 23
<u>"CODE A"</u>		
<u>Medical/Lift Assist:</u>	11	21
<u>Other (unknown smoke Investigation & etc):</u>	11 (2) 11-12-21-23 (4)	21 (2) 21-23-11-12 (4)

* The alarm will be dispatched as a "Stand-by" with all units standing by at their stations. Info regarding incident will be on the radio room computer. If a response is needed, stage one block away and wait. **NO RADIO TRAFFIC!** If a bomb is detonated, it will be treated as a structure fire. Reference SOG 612 for further info. Alert the other station including and AMA as necessary.

- (1) Respond Squad 16 at night for lights. Personnel as needed.
- (2) Initial response will be **Code 1** until size up or 911 indicates the necessity to upgrade.
- (3) Cancel other station units if can handle grass fire alone.
- (4) If the caller is reporting smoke in a building and calling from that building, both stations will respond and 23 if no hydrants.

County Coordination:

~~Personnel Only: Engine based on location of incident~~
~~Pump and Personnel to scene: 12 or 21 (with 5 person crew)~~
~~Pump and Personnel to station: 11 or 21 (with 5 person crew)~~
~~Air System ONLY: 16 (with 2 personnel)~~
~~Tanker: 23 (with 2 personnel maximum)~~
~~Special Request - Officer Discretion~~

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

MUTUAL AID RESPONSE SCHEDULE

FLUSHING	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	E-21 (with full crew)=Hydrant areas PLUS: ~Non-hydrants = T-23 FIRST OUT (Maximum 2) ~S-16 shall respond to the scene if E21 is committed to the incident.	Stand by at station=E-21 Additional Personnel/Air=S-16 (with 5 person crew) Air only=S-16 (maximum 2 person crew) Grass Fires=G-27 Extrication=E-21

GAINES	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	Pump/Personnel to scene=E-12 (with 5 person crew) PLUS: Non hydrant areas=T23 (maximum 2 person crew)	Stand by at station=E-11 Additional Personnel/Air=S16 (with 5 person crew) Air Only=S-16 (maximum 2 person crew) Grass Fires=G-17 Extrication=E-11

VENICE	AUTOMATIC MUTUAL AID:	OTHER MUTUAL AID:
	<i>Examine Venice Township maps to be aware of appropriate response. If you do not know where you are going, USE THE MAPBOOK!</i> NOTE: The dividing line that determines which stations respond "personnel" is Lennon Rd. All addresses on both sides of Lennon Rd. & South (South half)=Station 1. All addresses North of Lennon Rd. (North half)= Station 2 Tanker 23 responds to all alarms. North half=E21 South half=E12	Stand by at station=E-11/E-21 Additional Personnel/Air=S-16 (with 5 person crew) Air Only=S-16 (maximum 2 person crew) Grass Fires=G-27 (north), G-17 (south) Extrication=E21 (north), E11 (south)

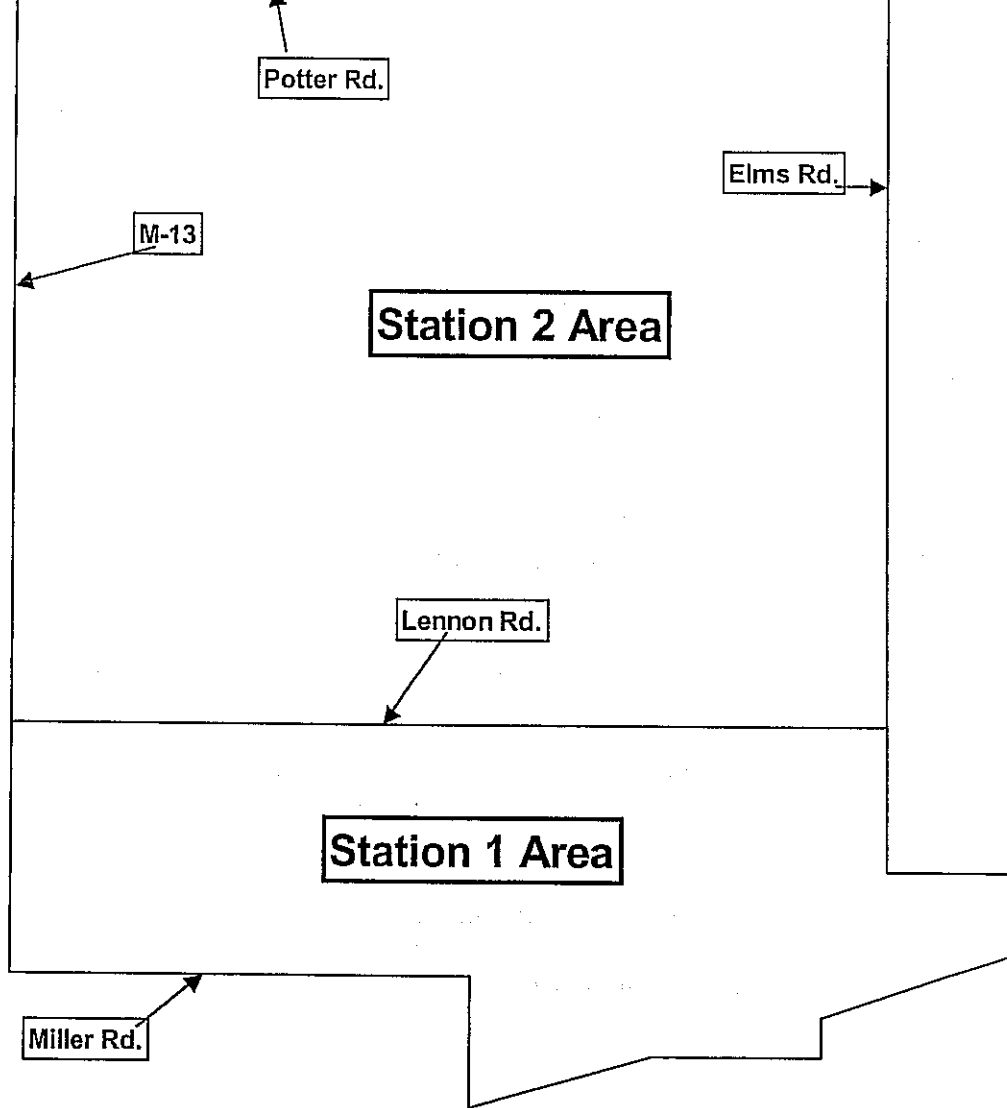
FLINT/MUNDY	
	Stand by at station= E21 or E12 (Depending on Location) If E21 responds, E12 will move to station 2 to cover assignment, unless there is no one left to staff or operate E12 from station 1. Pump/Personnel to scene= The closest engine will respond, provided enough personnel are available for staffing. If the closest engine is not adequately staffed, a phone call between stations will determine the best course of action. Tanker Only=T-23 (maximum 2 person crew) Personnel/Air=S-16 (with 5 person crew) Air Only=S-16 (maximum 2 person crew) Grass Fires=G-17 or G-27 (Depending on Location) Extrication=E-11 or E-21 (Depending on Location)

ALL OTHERS: Model after above responses with OFFICER discretion.

Special Note: Common Sense will play an important roll in all response, situations may call for altering of the response schedule. Request resources from other departments, to cover the fire district, if coordination is not in effect. In the event E12 is out of service, an engine substitution shall be made by the senior ranking office available.

03/10

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ASSIGNED FIRST RUN TERRITORIES

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

Fire Chief Brent Cole

From: Jan & Nick Kenney [realcorker2006@yahoo.com]
Sent: Monday, April 05, 2010 09:40
To: contactmay2009@scafd.com
Subject: {Spam?} Thank You
Attachments: _Certification_.txt

Dear Sir,

My wife and I are city of Flint residents who would like to extend a warm and heartfelt thank you to yourself and your entire crew for coming to our city's aid in our time of need during these recent fires across the city.

I know I speak for all Flint residents in telling you how grateful we are for your assistance.

Our city (as many others currently are across the nation) is in a dire financial crisis but we stand firmly against crime in all forms. It is no one's fault that there are no monies to pay the fire fighters and police officers that were laid off. We don't know what the answers are and don't envy Mayor Walling's position. We do believe that Flint will come through this crisis in time.

The two fires on Wellington Street were one block from our 1843 Victorian home.

Again, we thank you all for your time, efforts and compassion for your neighbors here in Flint.

Most Sincerely,

Nicholas B. Kenney

Janet N. Kenney

Paul Bueche

Subject: FW: Elms Road Park

From: Paul Bueche
Sent: Monday, April 19, 2010 5:25 PM
To: 'J R'
Subject: RE: Elms Road Park

Jim,

We'll put it up for the usage fee to be waived. Give me or Connie here in the office a call mid next week just to be certain. On the other side, I'll look around for donations.

Good luck with the event.

Thanx....

Paul Bueche
810-635-4464

From: J R [mailto:jandrigh@yahoo.com]
Sent: Monday, April 19, 2010 4:16 PM
To: Paul Bueche
Cc: Ada; aj smith; April Crew #4; Barb Tennant; Brian Dykes; Carl Neal; Charles Hughes; Charles D Bowen; Danny Hall; Gary Battiste; Glen Erma Huffman; Ken McVittie; Larry Dake; Robert Holihan; Rod McDonald; Ron Barnard; Sherry Dykes; Sue Boyd; Teresa Krawwczyk
Subject: Elms Road Park

Mr Bueche ,Handicap Boy Scout Troop 117 is requesting the use of Pavilion #2 on 11 Sep,2010 during the hours of 9AM to 6 PM . We will be cooking and having events for about 90 Handicap Scouts plus their Leaders and helpers. We will clean up after ourselves, of course. If you, your city council , or any of the families would like to drop in and see what the handicap can do, please feel most welcome. This is a non-profit event. As a matter of fact, if you would like to donate any prizes for the events,such as key rings,balloons,or other trinkets, our participants would be most thankful. Just as we welcome any offered help with events or cooking hamburgs and hotdogs. Thank you for your time.

James R Richards
Troop 117, TPC,BSA

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev April 26, 2010)



BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC
CITY COUNCIL							
C. David Hurt 1st	9214 Chesterfield	635-7706		03/08/99	11/07/06	11/02/10	4 Yr.
Richard B. Abrams At-Large	5352 Greenleaf	635-9224		11/06/84	11/04/08	11/06/12	4 Yr.
Rae Lynn Hicks 2nd	8373 Miller	635-3569	C=869-7546	11/07/06	11/07/06	11/02/10	4 Yr.
Betty Binder At-Large	8079 West Bristol Rd	635-4930	c=730-0080	11/04/08	11/04/08	11/06/12	4 Yr.
Curtis Porath 3rd	4485 Frederick St.	635-4398	C=348-4162	11/05/02	11/07/06	11/02/10	4 Yr.
David Krueger At-Large	7399 Miller Rd	635-4692	C=240-2358	11/04/08	11/04/08	11/06/12	4 Yr.
Michael Shumaker 4th	4084 Jennie Lane	635-3107	C=429-3068	11/05/02	11/07/06	11/02/10	4 Yr.
BOARD OF REVIEW							
Robert Brown	4359 Springbrook Dr.	635-0615		07/01/09	07/13/09	0721/12	3 Yr.
Joseph J. Edgerton	9127 Chesterfield	635-9832	635-9513		11/25/02	06/30/11	3 Yr.
Thomas MacGillivray	5052 Fairchild	635-4057	C=869-1443		06/30/07	06/30/13	3 Yr.
FIRE BOARD							
Richard L. Derby Clayton	9230 Corunna	635-4056		??	??		
Michael Messer Clayton	2060 S. Morrish	635-3476		??	??		
Rod Shumaker Clayton	7077 Lou Mac	635-2543		??	??		
Ray Thornton -City Citizen Rep	5367 Greenleaf	635-9205		04/01/08	11/10/08	11/10/10	2 Yr.
Rick Clolinger City Citizen Rep	8100-A Civic	635-4401		12/04/06	11/10/08	11/10/10	2 Yr.
David Hurt Council Rep	9214 Chesterfield	635-7706		11/10/08	11/10/08	11/10/10	2 Yr.
Boots Abrams	5352 Greenleaf	635-9224		04/01/10	04/01/10	03/31/11	1 Yr.
GENESEE COUNTY METRO ALL							
David Krueger Delegate	7399 Miller Rd	635-4692	C=240-2358	11/24/08	11/24/08	11/08/10	2 Yr.
Ronald Schultz Citizens	4279 Springbrook Dr	635-8575	732-1574	07/01/04	11/24/08	11/08/10	2 Yr.
GEN COUNTY NARC CONTROL							
Curtis Porath Delegate	4485 Frederick St.	635-4398	C=348-4162	11/24/08	11/24/08	11/08/10	2 Yr.
Rae Lynn Hicks Alternate	8373 Miller	635-3569	C=444-8229	11/24/08	11/24/08	11/08/10	2 Yr.
GEN COUNTY SMALL CITIES							
Richard Abrams Delegate	5352 Greenleaf	635-9224		11/25/02	11/24/08	11/08/10	2 Yr.
Mike Shumaker Alternate	4084 Jennie Lane	635-3107	C=429-3068	11/25/02	11/24/08	11/08/10	2 Yr.
LOCAL OFF COMP COMM							
Monte R. Morgan, Vice Chair	5388 Greenleaf	635-4395			09/30/07	09/30/10	3 Yr.
Patricia Maksymiu, Chair	7188 Miller	635-3814			11/27/06	09/30/10	4 Yr.
Ronald Schultz	4279 Springbrook	635-8575	732-1574	11/25/02	09/08/08	09/30/11	3 Yr.
David Alexander	5346 Greenleaf Dr.	635-2321			09/30/07	09/30/11	4 Yr.
Tommy Butler	40 Somerset	635-7640			10/01/09	09/30/10	1Yr.
PARK AND REC ADV BOARD							
Korene Kelly	7281 Bristol Rd.	635-4389			01/01/06	12/31/09	3 Yr.
Rodney Gardner	5024 Brady	635-9101		11/22/99	01/01/06	12/31/09	3 Yr.
Michael Shumaker	4084 Jennie	635-3107	C=429-3068	11/22/99	01/01/06	12/31/09	3 Yr.
Rick Henry	6353 Bristol	635-7509			01/01/06	12/31/09	3 Yr.
Bradley Stiff (Chair)	9040 Chesterfield Dr.	252-3174		10/24/06	10/04/06	12/31/09	3 Yr.
Dave Plumb	5152 S. Morrish #79	965-4573	C= 625-6921	11/24/08	11/24/08	12/31/09	1 Yr.
Rae Lynn Hicks (Vice)	8373 Miller	635-3569		04/10/01	01/01/06	12/31/09	3 Yr.
Ray Thornton	5367 Greenleaf Dr.	635-9205		11/09/03	01/01/06	12/31/09	3 Yr.
James Florence (Sec)	4296 Springbrook	635-2772	C=444-2002	11/25/02	01/01/06	12/31/09	3 Yr.

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev April 26, 2010)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC
PLANNING COMMISSION							
Robert Florine	5914 Cross Creek	635-8764		07/01/03	07/13/09	06/30/12	3 Yr.
James Florence	4296 Springbrook	635-2772	C=444-2002	09/08/08	07/13/09	06/30/12	3 Yr.
Kathy Ridley	3414 Elms	635-3168		09/17/02	07/01/10	06/30/13	3 Yr.
Carl Conner	4061 Elms	635-9024	238-5200, Pgr:88	10/25/99	07/01/08	06/30/11	3 Yr.*
Douglas Stephens (Chairperson)	5250 Birchcrest	635-2134	635-4090	06/26/89	07/01/08	06/30/11	3 Yr.*
Bud Grimes	5171 Oakview Drive	635-7284		07/01/04	07/01/10	06/30/13	3 Yr.
C. David Hurt	9214 Chesterfield	635-7706		11/30/03	11/10/09	11/08/10	1 Yr.
Paul Bueche	8083 Civic Dr	635-4464		11/09/98	11/24/08	11/08/10	2 Yr.
Richard Abrams	5352 Greenleaf Dr	635-9224		11/12/02	11/24/08	11/08/10	2 Yr.
W.W.S. ADV COMM							
Adam Zettel, Delegate	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
Tom Svrcek, Alternate	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
ZONING BOARD OF APPEALS							
Douglas Stephens	5250 Birchcrest	635-2134	635-4090	10/25/99	07/01/08	06/30/11	3 Yr.*
Ronald Smith, Secretary	9194 Chesterfield	635-9619		07/10/95	07/01/08	06/30/11	3 Yr.*
Curt Porath Council Rep	4485 Frederick St.	635-3079		11/11/02	11/24/08	11/08/10	2 Yr.
Ronald Schultz, Chairperson	4279 Springbrook	635-8575	732-1574	11/08/04	11/06/07	11/03/10	3 Yr.
James Packer, Vice Chairperson	7216 Miller Rd.	635-3724			11/06/07	11/03/10	3 Yr.
Bradley Stiff (Alternate)	9040 Chesterfield Dr.	252-3174		10/13/08	10/13/08	06/30/11	3 Yr.*
John Gilbert (Alternate)	7459 Miller Rd.	635-9762		10/13/08	10/13/08	06/30/11	3 Yr.*
CONSTR. BOARD OF APPEALS							
Douglas Stephens	5250 Birchcrest Dr.	635-2134	635-4090	06/09/03	11/24/08	11/08/10	2 Yr.
Michael Shumaker	4084 Jennie	635-3107	C=429-3068	06/09/03	11/24/08	11/08/10	2 Yr.
Ronald Schultz	4279 Springbrook	635-8575	732-1574	06/09/03	11/24/08	11/08/10	2 Yr.
911 CONSORTIUM							
Paul Bueche (Executive Board)	8083 Civic	635-4464			11/24/08	11/08/10	2 Yr.
STREET ADMINISTRATOR							
Adam Zettel Delegate	8083 Civic Dr.	635-4464		11/27/06	11/24/08	11/08/10	2 Yr.
Tom Svrcek Alternate	8083 Civic Dr.	635-4464		11/27/06	11/24/08	11/08/10	2 Yr.
DDA							
Richard Abrams (Mayor)	5352 Greenleaf Dr.	635-9224		09/27/04	11/24/08	11/08/10	2 Yr.
Teresa L. Spence	11401 Miller, Gaines	989-288-4646, 989-288-0609		04/26/10	04/26/10	03/31/12	4 Yr
Paul Bueche	8083 Civic Dr.	635-4464		09/27/04	12/01/10	11/30/13	1 Yr. / 4Yr
Rodney Gardner	5024 Brady St.	635-9109	C= 625-7626	09/27/04	04/01/10	03/31/14	4Yr
Cliff Hull	6200 Reid Rd. Sw. Cr.	655-3714	635-4090	09/27/04	04/01/10	03/31/14	4Yr
Steve Mardlin	5340 Chin Maya Dr. Sw. Cr.	635-3869	635-9010	09/27/04	04/23/07	03/31/11	4Yr
Mark Nemer	8122 W. Hill Sw. Cr.	635-2041	635-2227	09/27/04	04/01/08	03/31/12	4 Yr. / 4Yr*
Ernie Eckerdt	5019 Brady, PO Box 4	635-8790		01/28/08	12/01/10	11/30/13	4 Yr.
Sandy Raffaelli	8098 Miller Rd	635-4262	287-1941	09/27/04	04/23/07	03/31/11	4Yr
DDA CITIZEN ADVISORY BOARD							
Vacant (Ernie Eckerdt)				08/22/05	11/27/06	11/04/08	2 Yr.
Juliet Stephens-Kijek	8103 Miller Rd	630-0847		08/22/05	11/24/08	11/08/10	2 Yr.
Vacant (Betty Binder)							2 Yr.
Fred Pajtas	7580 Church St.			08/22/05	11/24/08	11/08/10	2 Yr.
Jennie Moench	5030 First St.	630-0577		08/22/05	11/24/08	11/08/10	2 Yr.
Shelly Wilson	8126 Ingalls St.	625-2555		08/22/05	11/24/08	11/08/10	2 Yr.
Jeff Litwin	7506 Grove	635-9440	C= 240-0996	08/22/05	11/24/08	11/08/10	2 Yr.
Peggy Burnham	8104 Miller Rd.	630-8156		08/22/05	11/24/08	11/08/10	2 Yr.
Becky Tabit	5027 Brady	635-0441		08/22/05	11/24/08	11/08/10	2 Yr.

CITY OF SWARTZ CREEK
BOARDS AND COMMISSIONS (Rev April 26, 2010)

BOARD/COMMISSION	ADDRESS	HOME	OFFICE-CELL	START	APPOINT	END	MISC
Sr. Center							
Melinda Soper, Director	5442 Mancelona, Gr Bl	695-1615	394-2360				
Marta Bentoski, Assit Director	10512 Village, Gr Blanc	603-2790	248-310-0828				
Barbara Hyrman							
Jim Florence, President	4296 Springbrook	635-2772					
Roger Bloss, Vice President	8370 Reid Rd.	635-3788	397-6635				
Ann Knight, Treasurer	4935-321 Ita Ct.	635-7342					
Sally Creech, Secretary	3496 Seymour Rd	635-7703					
Harold O'Brien							
Phillip Bracey	4449 Lindewood Dr	733-3353					
Pat McLeod	9319 Elaine Dr.	635-4954					
Dorothy White	7284 Grandwood Dr	655-8416					
Disaster Policy Committee							
Paul Bueche	8083 Civic Dr.	635-4795		04/10/06	11/24/08	11/08/10	2 Yr.
Boots Abrams	5352 Greenleaf	635-9224		04/10/06	11/24/08	11/08/10	2 Yr.
Rae Lynn Hicks	8373 Miller	635-3569	W= 342-2199	04/10/06	11/24/08	11/08/10	2 Yr.
David Plumb	5152 S. Morrish #79	965-4573	C= 625-6921	04/10/06	11/24/08	11/08/10	2 Yr.
Rick Clolinger	8100-A Civic Dr.	635-4401		04/10/06	11/24/08	11/08/10	2 Yr.
Brent Cole	8100-B Civic Dr.	635-2300		04/10/06	11/01/08	11/08/10	2 Yr.

 November 2010 Elections
 Vacant, Up For Appointment

MAYOR/COUNCIL APPOINTMENTS

(NOTE THAT ALL MAYORAL APPOINTMENTS ARE TO BE CONFIRMED BY THE CITY COUNCIL)

AUTO THEFT COUNCIL (GAIN): No Reference – **MAYOR**
Delegate - Councilmember Alternate – Councilmember

BOARD OF REVIEW: Charter: 9.7 – **COUNCIL**
Comprised of three (3) members from the electorate.

CONFEDERATION FOR AREA MUNICIPALITIES FOR ECONOMIC OPPORTUNITY (CAMEO): No Reference – **Defunct**

CONSTRUCTION BOARD OF APPEALS: MI Building Code/State Statute - **COUNCIL**
Statute stipulates a minimum of three (3) and no more than seven (7) members.
Swartz Creek traditionally appoints three (3).

DOWNTOWN DEVELOPMENT AUTHORITY (DDA): Ordinance: 6-21 thru 25 and
Governing Rules – **MAYOR**
Governing Rules stipulate nine (9) members; the Mayor, at least five (5) having an
interest in downtown property and at least one (1) residing in the downtown district.

DEVELOPMENT AREA CITIZEN'S COUNCIL (DACC): State Statute - **COUNCIL**
State Statute requires nine (9) members of the electorate and residing within the
downtown district to act as advisory/review board for the DDA Development Plan
and subsequent action.

FIRE BOARD (SWARTZ CREEK AREA): No Reference – **MAYOR**
Fire Agreement between City of Swartz Creek and Clayton Township calls for three
(3) members from each municipality and one (1) annual "swing" member
(City/Township). One representative from the City Council and one representative of
the Township Board is to be included; the balance from the electorate.

GENESEE COUNTY METROPOLITAN ALLIANCE: No Reference – **MAYOR**
METRO request: One (1) City Council representative and one (1) citizen
representative.

**City of Swartz Creek
Public Safety Building HVAC
Bid Solicitation, Specifications, and Requirements
April 12, 2010**

The City of Swartz Creek is seeking bids for the acquisition and installation of furnaces, AC units, a control system, and other related apparatus for the Public Safety Building located at 8100 Civic Dr., Swartz Creek, MI. Work also includes removal of existing equipment as well as all other necessary work and components necessary to meet specifications. Bids must be sealed and marked "EECBG Bid", and are due at 4:00 p.m. at City Hall on April 21, 2010. The City reserves the right to reject any and all bids. Specifications may be picked up at City Hall, 8083 Civic Drive, Swartz Creek, Michigan, Monday-Friday, 8:30 a.m. to 4:30 p.m. A site inspection is required as part of the submission. Contact Tom Svrcek or Adam Zettel at (810) 635-4464 for further information.

All bidders must be fully insured and abide by the conditions found in the bid specifications. THIS PROJECT IS FUNDED BY THE STATE OF MICHIGAN AS AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT. DAVIS BACON WAGE PROVISIONS, BUY AMERICAN PROVISIONS, AND OTHER REGULATIONS WILL APPLY AS OUTLINED IN THE SPECIFICATIONS.

Scope of Work

1. Provide removal and disposal of existing HVAC equipment including refrigerant recovery and disposal.
2. Provide installation of four (4) furnaces @ 70,000 Btu's/95% each, 2-stage.
3. Twinning kit as required for two (2) furnaces.
4. Furnace AFUE rating @ 95% Efficient. Three (3) ton Drive packages.
5. Lennox HC series MERV 16 high efficient air cleaners.
6. Concentric vent termination kits for all four furnaces.
7. Smoke detectors.
8. Gas line reconnect.
9. Electrical wiring to be performed by a licensed electrician.
10. Sheet metal as per SMACNA standards for reconnects.
11. Provide three (3) three ton air conditioning packages, R410A refrigerant. Voltage is 208/230 3-phase voltage. AHRI rating to be 11 EER.
12. One (1) 2-ton air conditioning package. R410A and SEER rating of 13 or higher. AHRI Rated.
13. Equipment pads.
14. New condensate drain lines.
15. Upgrade Building's fresh air economizer control system.

16. Demo and remove existing Honeywell Building control system including dampers and associated materials.
17. Install new Carrier VVT control system to building. Control package will consist of new dampers, controllers, system by-pass damper, room sensors and system pilot.
18. Provide new wiring for control system.
19. Provide Control system training and scheduling.
20. Air balance by a certified air balance contractor.
21. Provide eighteen month workmanship warranty.
22. Provide five year parts warranty.
23. Provide five year compressor warranty.
24. Provide 20 year heat exchanger warranty.
25. Provide lifetime sheet metal guarantee.
26. Provide one year preventive maintenance program.
27. Provide all necessary permits required for installation.

Grant Requirements

Because the project is funded in part by the American Recovery and Reinvestment Act, the following requirements apply. The ability to meet these requirements is paramount to the project success and will be part of the contract signed between the successful bidder and the City of Swartz Creek.

All recipients and sub-recipients must:

1. Maintain current registrations in the Central Contractor Registration (CCR) database. <http://www.ccr.gov/>
2. Report quarterly on project activity status in addition to any reporting requirements that currently apply to recipients of federal funds.
3. Follow Buy American guidelines (Sec. 1605 of ARRA Act and Sec. 5.020 of this document). Most domestically assembled units qualify.*
4. Implement wage rate requirements (Sec. 1606 of ARRA Act and Sec. 5.030 of this document). Certified payrolls are required weekly.*
5. Ensure proper accounting and reporting of Recovery Act expenditures in Single Audits.
6. The completion and submission of a NEPA/Waste Management Plan prior to the generation of any waste (one or two page statement on the disposal of hazardous and non-hazardous materials; recycling is encouraged in this process).

*See "Addendum to Part II – General Provisions" (Attached). For specific information regarding applicable wage rates or the Buy American guidelines, contact Adam Zettel at the City Offices.

Additional Project Requirements

Time for Performance

All work as outlined herein must be completed by **June 30, 2010**.

Vehicle and Equipment

The bidder shall furnish his own vehicles and equipment as necessary for the performance of the duties under this bid.

Insurance

As a requirement of the bid accepted by the City of Swartz Creek, the successful bidder will be licensed and insured as appropriate. All coverage's shall be placed with insurance companies licensed and admitted to do business in the State of Michigan unless otherwise approved by the City. **Policies must be included in the bid submission and shall be reviewed by the City for completeness and limits of coverage.** All coverage's shall be with insurance carriers acceptable to the City. The Provider shall maintain the following insurance coverage's for the duration of the Agreement.

A. Commercial General Liability coverage of not less than one million dollars (\$1,000,000) per person and two million dollars (\$2,000,000) per occurrence combined single limit with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as Additional Insured. The coverage shall be primary as to the Additional Insured's, and not contributing with any other insurance or similar protections available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.

B. Workers Compensation Insurance in accordance with Michigan statutory requirements including Employer's Liability Coverage.

C. Commercial Automobile-Vehicle Insurance in the amount of not less than \$1,000,000 (one million dollars) per person and \$5,000,000 (five million dollars) per occurrence combined single limit per accident with the City, including all necessary elected and appointed officials, all employees and volunteers, named as an Additional Insured.

Rejection/Award of Bid

The City of Swartz Creek reserves the right to reject any and all bids or any portion of any bid which, in its opinion, is not in the best interest of the City, and to award the bid or bids according to City's interest.

Deviations

Any deviations from the Scope of Work or Additional Project Requirements must be brought to the attention of Adam Zettel, Assistant City Manager of the City of Swartz Creek, for approval and distribution as a bid amendment.

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**City of Swartz Creek
Public Safety Building HVAC
Bid Sheet
April 12, 2010**

Cost for the project, including any and all required costs related to mobilization, demolition, component removal & disposal, parts and components (subject to the Buy American Act), labor (subject to the Davis Bacon Act), insurance, reporting, and any and all associated costs related or generated by the Bid Solicitation, Specifications, and Requirements:

\$ _____.

I certify that I have read the entire Bid Solicitation, Specifications, and Requirements, and I understand the requirements. As required for the project bid, I have completed the following:

1. Conducted a facility inspection
2. Conducted an investigation into product suitability for the Buy American provisions
3. Investigated and included the impact of the Davis Bacon Act requirements into the bid
4. Attached a copy of the required liability insurance

I also confirm that I have the ability to uphold all requirements of the project requirements, including but not limited to:

1. Submission of a NEPA/Waste Management Plan
2. Submission of certified, weekly payrolls
3. Attendance at a preconstruction meeting

NAME (PRINTED): _____ DATE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

PHONE: _____

ADVERTISEMENT FOR BIDS

CITY OF SWARTZ CREEK

The City of Swartz Creek is seeking bids for the acquisition and installation of furnaces, AC units, a control system, and other related apparatus for the Public Safety Building located at 8100 Civic Dr., Swartz Creek, MI. Work also includes removal of existing equipment as well as all other necessary work and components necessary to meet specifications. Bids must be sealed and marked "EECBG Bid", and are due at 4:00 p.m. at City Hall on April 21, 2010. The City reserves the right to reject any and all bids. Specifications may be picked up at City Hall, 8083 Civic Drive, Swartz Creek, Michigan, Monday-Friday, 8:30 a.m. to 4:30 p.m. A site inspection is required as part of the submission. Contact Tom Svrcek or Adam Zettel at (810) 635-4464 for further information.

All bidders must be fully insured and abide by the conditions found in the bid specifications. THIS PROJECT IS FUNDED BY THE STATE OF MICHIGAN AS AN ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT THROUGH THE AMERICAN RECOVERY AND REINVESTMENT ACT. DAVIS BACON WAGE PROVISIONS, BUY AMERICAN PROVISIONS, AND OTHER REGULATIONS WILL APPLY AS OUTLINED IN THE SPECIFICATIONS.

*****End of Notice*****

PUBLISH: April 11, 2010
PROOF REQUIRED
THE SWARTZ CREEK NEWS

Please bill the: City of Swartz Creek
 8083 Civic Drive
 Swartz Creek, MI 48473

Reference: Account #8128

* * * * *

**City of Swartz Creek
Public Safety Building HVAC
Bid Sheet
April 12, 2010**

Cost for the project, including any and all required costs related to mobilization, demolition, component removal & disposal, parts and components (subject to the Buy American Act), labor (subject to the Davis Bacon Act), insurance, reporting, and any and all associated costs related or generated by the Bid Solicitation, Specifications, and Requirements:

\$ 29,864.⁰⁰

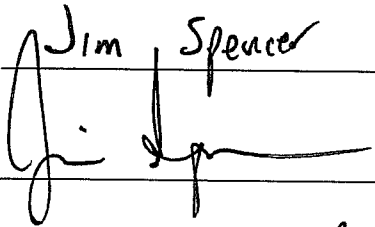
I certify that I have read the entire Bid Solicitation, Specifications, and Requirements, and I understand the requirements. As required for the project bid, I have completed the following:

1. Conducted a facility inspection
2. Conducted an investigation into product suitability for the Buy American provisions
3. Investigated and included the impact of the Davis Bacon Act requirements into the bid
4. Attached a copy of the required liability insurance

I also confirm that I have the ability to uphold all requirements of the project requirements, including but not limited to:

1. Submission of a NEPA/Waste Management Plan
2. Submission of certified, weekly payrolls
3. Attendance at a preconstruction meeting

NAME (PRINTED): Jim Spencer DATE: 4/21/10

SIGNATURE:  DATE: 4/21/10

ADDRESS: 8121 Miller Rd
Swartz Creek MI 48473

PHONE: 810-635-4159

AL KALLAS HEATING & COOLING,
 8121 MILLER ROAD
 SWARTZ CREEK, MI 48473

Estimate

Date	Estimate #
4/21/2010	

Name / Address
City of Swartz Creek Public Safety

			Project
Description	Qty	Cost	Total
<p>We hereby propose to furnish the materials and perform the labor necessary for the completion of the installation of 4 70,000/95%/2-Stage Furnaces (2 twined together), along with 4 MERV16HE Air Cleaners. All units will have concentric vent terminations. Smoke detectors as required, gas, electrical and sheet metal as required. 3 3Ton 208/230 3-Phase 11EER Rated Air Conditioners along with one 2Ton 13SEER AHRI Rated unit. New equipment pads and condensate drain lines. Upgrade fresh air economizer control system, install new VVT control system with controllers, dampers, sensors and all additional work according to work scope.</p> <p>All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$29,864.00 with payments made as follows:</p> <p>Sales Tax</p>		29,864.00	29,864.00
		6.00%	0.00
		Total	\$29,864.00

* * * * *

**City of Swartz Creek
Public Safety Building HVAC
Bid Sheet
April 12, 2010**

Cost for the project, including any and all required costs related to mobilization, demolition, component removal & disposal, parts and components (subject to the Buy American Act), labor (subject to the Davis Bacon Act), insurance, reporting, and any and all associated costs related or generated by the Bid Solicitation, Specifications, and Requirements:

\$ 310,934.00


I certify that I have read the entire Bid Solicitation, Specifications, and Requirements, and I understand the requirements. As required for the project bid, I have completed the following:

1. Conducted a facility inspection
2. Conducted an investigation into product suitability for the Buy American provisions
3. Investigated and included the impact of the Davis Bacon Act requirements into the bid
4. Attached a copy of the required liability insurance

I also confirm that I have the ability to uphold all requirements of the project requirements, including but not limited to:

1. Submission of a NEPA Waste Management Plan
2. Submission of certified, weekly payrolls
3. Attendance at a preconstruction meeting

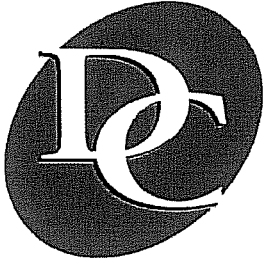
NAME (PRINTED): Andy Garno DATE: 4/21/10

SIGNATURE:  DATE: 4/21/10
GARNO BROS

ADDRESS: 741do Grove St
Swartz Creek MI 48473

PHONE: 810 635 3330

* NOTE- WE WILL SEAL ALL MAIN ^{DUCT} SUPPLY TRUNK LINES ⁹⁶



DEE CRAMER
HEATING COOLING SHEET METAL

April 21, 2010

The City of Swartz Creek

Regarding: Impact of the Davis Bacon Act.

Dee Cramer conform to the Davis Bacon Act on this project.

Respectfully Submitted,

Michael Besant

Account Executive

Dee Cramer

4221 EAST BALDWIN ROAD, HOLLY, MI 48442, PH 810-579-5000, FAX 810-579-2666

No additional or extra work will be done unless agreed in writing. Payment Terms: Payment for the work is due Net 30 days after invoice unless otherwise agreed. Customer agrees to pay all costs of collection, including attorney fees. A finance charge of 1 ½% per month will be charged on the balance after 30 days from the invoice date. The annual percentage rate is 18%. All material is guaranteed to be as specified. All work to be completed in substantial workmanlike manner according to specifications submitted, per standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's Compensation Insurance.

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Public Safety Building HVAC
Bid Solicitation, Specifications, and Requirements
April 12, 2010**

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11. Provide three (3) three ton air conditioning packages, R410A refrigerant. Voltage is 208/230 3-phase voltage. AHRI rating to be 11 EER.
12. One (1) 2-ton air conditioning package. R410A and SEER rating of 13 or higher. AHRI Rated.
13. Equipment pads.
14. New condensate drain lines.
15. Upgrade Building's fresh air economizer control system.

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19. Provide Control system training and scheduling.
20. Air balance by a certified air balance contractor.
21. Provide eighteen month workmanship warranty.
22. Provide five year parts warranty.
23. Provide five year compressor warranty.
24. Provide 20 year heat exchanger warranty.
25. Provide lifetime sheet metal guarantee.
26. Provide one year preventive maintenance program.
27. Provide all necessary permits required for installation.

Grant Requirements

Because the project is funded in part by the American Recovery and Reinvestment Act, the following requirements apply. The ability to meet these requirements is paramount to the project success and will be part of the contract signed between the successful bidder and the City of Swartz Creek.

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1. Maintain current registrations in the Central Contractor Registration (CCR) database. <http://www.ccr.gov/>
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3. Follow Buy American guidelines (Sec. 1605 of ARRA Act and Sec. 5.020 of this document). Most domestically assembled units qualify.*
4. Implement wage rate requirements (Sec. 1606 of ARRA Act and Sec. 5.030 of this document). Certified payrolls are required weekly.*
5. Ensure proper accounting and reporting of Recovery Act expenditures in Single Audits.
6. The completion and submission of a NEPA/Waste Management Plan prior to the generation of any waste (one or two page statement on the disposal of hazardous and non-hazardous materials; recycling is encouraged in this process).

*See "Addendum to Part II – General Provisions" (Attached). For specific information regarding applicable wage rates or the Buy American guidelines, contact Adam Zettel at the City Offices.

Additional Project Requirements

Time for Performance

All work as outlined herein must be completed by **June 30, 2010**.

Vehicle and Equipment

The bidder shall furnish his own vehicles and equipment as necessary for the performance of the duties under this bid.

Insurance

As a requirement of the bid accepted by the City of Swartz Creek, the successful bidder will be licensed and insured as appropriate. All coverage's shall be placed with insurance companies licensed and admitted to do business in the State of Michigan unless otherwise approved by the City. **Policies must be included in the bid submission and shall be reviewed by the City for completeness and limits of coverage.** All coverage's shall be with insurance carriers acceptable to the City. The Provider shall maintain the following insurance coverage's for the duration of the Agreement.

A. Commercial General Liability coverage of not less than one million dollars (\$1,000,000) per person and two million dollars (\$2,000,000) per occurrence combined single limit with the City, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as Additional Insured. The coverage shall be primary as to the Additional Insured's, and not contributing with any other insurance or similar protections available to the Additional Insured's, whether said other available coverage be primary, contributing or excess.

B. Workers Compensation Insurance in accordance with Michigan statutory requirements including Employer's Liability Coverage.

C. Commercial Automobile-Vehicle Insurance in the amount of not less than \$1,000,000 (one million dollars) per person and \$5,000,000 (five million dollars) per occurrence combined single limit per accident with the City, including all necessary elected and appointed officials, all employees and volunteers, named as an Additional Insured.

Rejection/Award of Bid

The City of Swartz Creek reserves the right to reject any and all bids or any portion of any bid which, in its opinion, is not in the best interest of the City, and to award the bid or bids according to City's interest.

Deviations

Any deviations from the Scope of Work or Additional Project Requirements must be brought to the attention of Adam Zettel, Assistant City Manager of the City of Swartz Creek, for approval and distribution as a bid amendment.

* * * * *

**City of Swartz Creek
Public Safety Building HVAC
Bid Sheet
April 12, 2010**

Cost for the project, including any and all required costs related to mobilization, demolition, component removal & disposal, parts and components (subject to the Buy American Act), labor (subject to the Davis Bacon Act), insurance, reporting, and any and all associated costs related or generated by the Bid Solicitation, Specifications, and Requirements:

\$ 47,932.00

I certify that I have read the entire Bid Solicitation, Specifications, and Requirements, and I understand the requirements. As required for the project bid, I have completed the following:

1. Conducted a facility inspection
2. Conducted an investigation into product suitability for the Buy American provisions
3. Investigated and included the impact of the Davis Bacon Act requirements into the bid
4. Attached a copy of the required liability insurance

I also confirm that I have the ability to uphold all requirements of the project requirements, including but not limited to:

1. Submission of a NEPA/Waste Management Plan
2. Submission of certified, weekly payrolls
3. Attendance at a preconstruction meeting

NAME (PRINTED): RICHARD J CRAMER # DATE: 4/21/10

SIGNATURE:  DATE: 4/21/10

ADDRESS: 4221 E. Baldwin Road
Holly, MI 48442

PHONE: (810) 579-5000

Addendum to Part II – General Provisions

SOLICITATION & AWARD TERMS FOR GRANT AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5

Grant Agreements must require recipients and sub-recipients to:

- 1. Maintain current registrations in the Central Contractor Registration (CCR) database.**
<http://www.ccr.gov/>
- 2. Report quarterly on project activity status in addition to any reporting requirements that currently apply to recipients of federal funds**
- 3. Follow Buy American guidelines (Sec. 1605 of ARRA Act and Sec. 5.020 of this document)**
- 4. Implement wage rate requirements (Sec. 1606 of ARRA Act and Sec. 5.030 of this document)**
- 5. Ensure proper accounting and reporting of Recovery Act expenditures in Single Audits.**

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Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Grants

5.000 Sub-Recipients Requirements

Grantee shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.010 Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all grants involving the use of ARRA funds include requirements that the Grantee supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner. More detail will follow regarding the timing and submission of reports.

The Grantee's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this grant upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

5.020 Buy American Requirement (Section 1605)

5.022 REQUIRED Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 5.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

(i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and

(ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

(2) The Grantee shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows: none

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

(1)(i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Grantee's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee does not submit a satisfactory explanation, the Federal Agency need not make a determination.

(2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will

amend the grant to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended grant shall reflect adjustment of the grant amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
Description	Unit of Measure	Quantity	Cost (Dollars)*	
Item 1:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
Item 2:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
<p>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site.]</p>				

5.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. "Designated country iron, steel and/or manufactured goods," "domestic iron, steel and/or manufactured goods", "Federal Agency", "Foreign iron, steel and/or manufactured good", "Manufactured good," "public building and public work," and "steel," as used in this Section, are defined in Section 5.022(a).

(b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DELEG. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

(c) *Evaluation of project proposals.*

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) *Alternate project proposals.*

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 of this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Grantee shall be required to furnish such domestic or designated country items.

5.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by grantees, subgrantees, contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

5.040 Inspection & Audit of Records

The Grantee shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this grant; and (2) to interview any officer or employee of the Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

5.050 Whistle Blower Protection for Recipients of Funds

Grantee shall not discharge, demote or otherwise discriminate 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 Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Grantee shall include the substance of this clause including this paragraph (b) in all subcontracts and subgrants.

5.060 Funding of Programs

The Grantee acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

5.070 Fixed Price- Competitively Bid

Grantee, to the maximum extent possible, shall award any subgrants or subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

5.080 Segregation of Costs

Grantee shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

5.090 Publication

All grant solicitations funded in whole or in part with ARRA funds will be posted on the respective DELEG bureau website. All grants resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Grantee shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.100 Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

5.110 Non- Discrimination

The Grantee shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

5.120 Prohibition on Use of Funds

None of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

5.130 False Claims Act

The Grantee shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

5.140 Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

5.150 Job Opportunity Posting Requirements

Grantee shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

ADDENDUM II TO PART II – GENERAL PROVISIONS

5.020.1 Buy American Requirement (Section 1605)

-Designated country means:

- (1) A World Trade Organization Government Procurement Agreement country,
- (2) A Free Trade Agreement (FTA) country, or
- (3) A United States-European Communities Exchange of Letters country

Countries not in the Addendum to Part II include Bahrain, Canada, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman and Peru.

5.090.1 Publication

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project as follows:

Acknowledgement: "This material is based upon work supported by the Department of Energy under Award Number(s) *DE-EE0000753*."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."



Department of Energy
Washington, DC 20585

**ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
NOTICE 10-004**

EFFECTIVE DATE: December 17, 2009

SUBJECT: GUIDANCE ON IMPLEMENTATION OF THE DAVIS-BACON ACT PREVAILING WAGE REQUIREMENTS FOR ENERGY EFFICIENCY CONSERVATION BLOCK GRANT RECIPIENTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

PURPOSE: To issue guidance to Energy Efficiency Conservation Block Grant (EECBG) Program participants on compliance with Davis-Bacon Act (DBA)¹ requirements associated with the expenditure of American Recovery and Reinvestment Act of 2009 (Recovery Act) funds. The Department of Labor (DOL), Employment Standards Administration, Wage and Hour Division (WHD) has issued guidance on applicability of DBA requirements to all agencies engaged in funding projects for construction, alteration, and/or repair funded in whole or in part by funds appropriated under the Recovery Act.² This guidance does not modify or replace the DOL guidance or any requirements or terms and conditions contained in the grant instrument.

SCOPE: The provisions of this guidance apply to recipients of EECBG Program funds, as named in a Notification of Grant Award (Grant Award) from DOE under the EECBG Program and their subrecipients. The provisions of this guidance do not apply to U.S. Territories. Tribal governments are only exempt from the DBA provisions when the Tribal government performs work using its employees. The Davis-Bacon Act applies to all contractors that employ laborers and/or mechanics performing work under a Grant Award.

BACKGROUND: The Davis-Bacon Act

The DBA is applicable to contracts of the United States³ in excess of \$2,000⁴ for the construction, alteration, and/or repair (including painting and decorating)⁵ of public

¹ 40 U.S.C. 3141 *et seq.*

² See DOL All Agency Memorandum No, 207, dated May 29, 2009, available at <http://www.dol.gov/whd/recovery/AAM207.pdf>. (AAM No. 207).

³ This includes the District of Columbia. For applicability of the Davis-Bacon Act to government agencies, such as states, under Section 1606 of the Recovery Act, see the DOL Advisory Letter to DOE (Advisory Letter) at <http://www.dol.gov/whd/recovery/AdvisoryLetterDOE.pdf>, page 2.

⁴ The \$2,000 threshold for coverage pertains to the amount of the prime contract, not to the amount of individual subcontracts. If the covered prime contract exceeds \$2,000, all work on the project is covered.

⁵ These work activities are defined at 29 CFR Part 5.2(k).

buildings or public works. The DBA requires all contractors and subcontractors to pay laborers and mechanics employed on a covered contract wages and fringe benefits determined by the Secretary of Labor to be prevailing for corresponding classes of employees engaged on similar projects in the locality. In numerous additional laws, Congress has specifically required adherence to DBA prevailing wage requirements where they might not otherwise be applicable.

On February 17, 2009, President Obama signed the Recovery Act to jumpstart the economy by saving and creating jobs, and to foster energy efficiency efforts and achieve other goals.⁶ Section 1606 of the Recovery Act specifically requires that all laborers and mechanics employed by contractors and subcontractors on any project “funded directly by or assisted in whole or in part by” Recovery Act funds be paid prevailing wages as determined by the Secretary of Labor.⁷

Accordingly, contractors and subcontractors must ensure that any laborers and mechanics⁸ employed on projects funded or assisted in whole or in part by Recovery Act funds are paid prevailing wages as determined by the Secretary of Labor for construction, alteration, and/or repair (including painting and decorating). All recipients, grantees, and subgrantees, with the exception of State and local governments that use their own employees to perform this work, must also pay their own employees performing the work of laborers and mechanics the DBA prevailing wage rate. If the entity receiving Recovery Act assistance for such projects contracts out the work, it must ensure that the DBA requirements flow down to the entities that employ the laborers and mechanics to do the work.⁹

Contract Clauses

On projects where DBA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 are applicable. In accordance with 29 CFR Part 1, Federal agencies directly contracting for projects or providing assistance under the Recovery Act to other entities for such projects must include the DBA contract clauses in their solicitations, assistance agreements, and the resulting contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work.¹⁰ As a consequence of the required DBA contract clauses, the recipient of the Recovery Act funds is responsible for the compliance by its subgrantees, contractors, and their subcontractors.¹¹

⁶ See <http://www.recovery.gov/?q=content/our-mission>.

⁷ For the text of the Davis-Bacon provision in Section 1606, see AAM No. 207, page 2 and the Advisory Letter, page 2.

⁸ Apprentice and trainees may be paid at less than the DBA prevailing wage rate if the requirements set forth in 29 CFR Part 5.5(a)(4) are met.

⁹ See Advisory Letter page 2.

¹⁰ See DOE Acquisition and Financial Assistance Guide for the American Recovery and Reinvestment Act of 2009, version 2.1a, Attachment 3 at: http://management.energy.gov/policy_guidance/1672.htm

¹¹ See 29 CFR Part 5.5(a)(6) (making prime contractor responsible for lower-tier contractor compliance).

DOE is responsible for ensuring that the applicable wage determinations are included in solicitations, assistance agreements, and the resulting contracts and grants. EECBG Program projects using Recovery Act funds must incorporate the most current DOL Wage Determination(s) as found at <http://www.wdol.gov/Index.aspx> for the worker classifications applicable to the work being performed by employees or contractors. Please also note that the rates posted at the DOL site are minimums.

Grantees/subgrantees and contractors/subcontractors must attach the applicable wage determinations to the solicitation, assistance agreement, and resulting contract or grant. A grantee or subgrantee and contractors/subcontractors contracting out work on a covered project must provide the wage determination to the contractors or subcontractors 10 calendar days prior to issuing the solicitation.

If an ongoing construction project that was awarded prior to the Recovery Act or that was not assisted or funded in whole or part by Recovery Act funds later receives Recovery Act funding, the agency will insert the appropriate wage determination(s) in relevant contracts and federal assistance agreements effective as of the date the Recovery Act funding is approved for use on the project. The wage determinations must thereafter be included in any contracts or subcontracts for the DBA-covered work. Projects that are already subject to the DBA labor standards would not require application of a new Davis-Bacon wage determination upon receipt of Recovery Act funding unless the funding is for work not contemplated under the existing contract for construction.

Payroll Records

In addition, Grantees/subgrantees and contractors/subcontractors on these projects funded or assisted in whole or part by Recovery Act funds shall maintain payrolls and basic records relating to payroll during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project, or as designated in the grant document.¹² **They must also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency.**¹³

Published Wage Rates

Wage rates can be found at www.wdol.gov. If county recipients in any State do not have published DOL wage rates, then the county must submit a request for conformance to the DOL. The conformance process often takes up to six weeks to be completed so county should plan its project activities accordingly.¹⁴

¹² See 29 CFR Part 5.5(a)(3)(i) for the payroll and record-keeping requirements, including a list of the required contents of the records and for additional record-keeping requirements.

¹³ See 29 CFR Part 5.5(a)(ii)(A)-(D) for additional requirements relating to the submission of weekly certified payroll records.

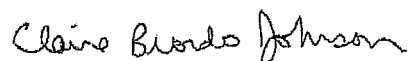
¹⁴ The Department of Labor has provided guidance for anyone who must submit a conformance request for a Wage Determination on its website at <http://www.dol.gov/whd/recovery/dbsurvey/conformance.htm>

Administrative Costs

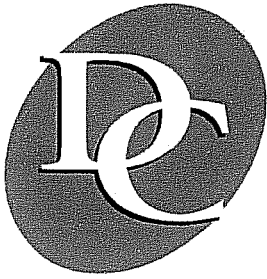
Costs associated with DBA compliance can be charged as an administrative cost. EECBG recipients should contact their respective DOE Project Management Center for specific guidance on how to appropriately charge these costs.

TRAINING

Training on Davis-Bacon implementation, frequently asked questions, labor clauses, and other related Recovery Act information can be found at:
<http://www.eecbg.energy.gov/davisbacon.html>.



Claire Broido Johnson
Acting Program Manager
Office of Weatherization and Intergovernmental Programs
Energy Efficiency and Renewable Energy



DEE CRAMER

HEATING COOLING SHEET METAL

Date: April 16, 2010

To: City of Swartz Creek
2849 Product Drive
Rochester Hills, MI 48309

Job: Public Safety Building HVAC

Dee Cramer is pleased to submit the following Bid for your review and consideration:

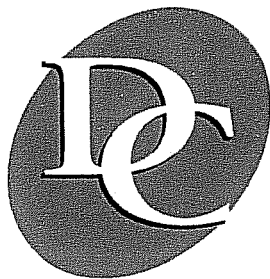
Provide labor and materials as outlined on Bid Solicitation, Specifications and Requirements "EECBG" dated April 12, 2010.

A complete scope of work and pricing options are included on the following pages of the proposal.

Thank you for the consideration,

Michael Besant

Michael S. Besant
Sales Executive



DEE CRAMER

HEATING COOLING SHEET METAL

Police and Fire Furnace and A/C replacement

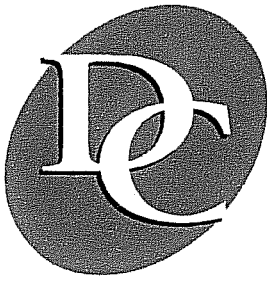
- Four Goodman 95.5 % AFUE efficient gas fired 2-stage furnaces @ 70,000 Btu's each
- Three (3) Goodman 11 EER high efficient air conditioning packages, 3 ton, R410A refrigerant @ 208/230 3-Phase
- One (1) Goodman 13 Seer High Efficient air conditioning package, 2-ton, R410A refrigerant @ 208/230 1 phase
- Gas and electrical reconnect
- Venting material including Concentric vent terminals for vertical venting
- Equipment pads
- Four Lennox HCC series high efficient air cleaners
- Removal and disposal of old equipment including refrigerant recovery
- Sheet metal as required for reconnect
- Condensate drains
- Twinning kit for two furnaces
- One year service agreement
- Eighteen month workmanship warranty, five year parts warranty, five year compressor warranty and twenty year heat exchanger warranty.
- Lifetime sheet metal guarantee
- Labor, taxes, permit, start up and owners training

Price for this portion of Bid will be: 24,275.00

Control System Replacement

- Removal and disposal of old Honeywell system
- Installation of a new Carrier Comfortlink Building Automation Control system including System Pilot
- Dampers for zoned system. Note two inner system are not zoned but will be controlled by new system
- By-Pass damper
- New space sensors and temperature sensors for new system
- New control wiring
- Recondition of buildings economizer system
- Line voltage wiring for new system
- Smoke detectors as needed (excluding tie in to existing building fire suppression system)
- Air Balance of HVAC system
- Labor, permit, taxes, start up and owners training

Price for this portion of Bid will be: \$23,657.00



DEE CRAMER

HEATING COOLING SHEET METAL

We Do Not include the following: Identification, detection, abatement, encapsulation or removal of asbestos or any products or materials containing asbestos, or any other products or materials that are classified as hazardous. Any structural support engineering, engineered drawings for permits, roof cutting, patching, and painting, draining or repairing of existing building water systems and drains, electrical wiring, overtime scale wages and bonds, utility company fees of any kind, disconnecting and connection of fire, energy management, and monitoring systems, or upgrading of existing electrical systems. Our work is based on having proper access to working area.

The contents of this proposal and any other cost or pricing data are proprietary information generated by Dee Cramer for the use only by the client. Contents may not be copied or used for any purpose other than for evaluation by the client. Any other use than that described above is prohibited unless authorized in writing by Dee Cramer.

Acceptance

Customer shall be responsible for all charges and amounts in connection with all transactions requested by Customer and its authorized agents, whether or not Customer (or such agent) is acting on Customer's own behalf, or as an agent, disclosed or undisclosed, for any third party. In the event Customer is acting as an agent on behalf of any third party, in addition to all other requirements of this agreement, Customer shall provide Vendor, in writing, prior to the delivery of any product or service hereunder, with the name, address, correct legal name, type of legal entity, and identity, as applicable, of all officers, owners, shareholders and/or partners of such entity. Provision of the aforementioned information shall not limit, in any manner, Customer's liability pursuant to this agreement.

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

Payment Terms: Payment for the work is due Net 30 days after invoice unless otherwise agreed. Customer agrees to pay all costs of collection, including attorney fees. A finance charge of 1 ½% per month will be charged on the balance after 30 days from the invoice date. The annual percentage rate is 18%. All material is guaranteed to be as specified.

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

Customer Acceptance: _____

Date of Acceptance: _____

Acceptance of Proposal Contractor -

Contractor Acceptance: _____

Date of Acceptance: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2010

PRODUCER (248)853-0930 FAX (248)853-1512
Allied Insurance Managers, Inc.
1055 South Blvd. East
Suite #110
Rochester Hills, MI 48307

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Dee Cramer Inc.
4221 E. Baldwin Road
Holly, MI 48442

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Accident Fund National Ins. Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV 0336768	10/01/2009	10/01/2010	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

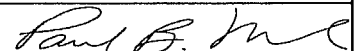
City of Swartz Creek
Public Safety Building
8100 Civic Dr
Swartz Creek, MI 48473

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Paul Murad/JMT



PRODUCER **810.767.6050** FAX **810.767.7323**
Piper-McCredie Agency, Inc.
5454 Gateway Centre, Ste A
Flint, MI 48507
Sue Gillett CIC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Dee Cramer, Inc**
4221 E. Baldwin Road
Holly, MI 48442

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Co.	10677
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. A GGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPP0881300	04/01/2010	04/01/2011	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA5860890	04/01/2010	04/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC AGG	\$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CCC4968809	04/01/2010	04/01/2011	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Swartz Creek is included as an additional insured on the general liability as provided by form GA472 (10/01).

CERTIFICATE HOLDER	CANCELLATION
City of Swartz Creek Public Safety Building 8100 Civic Drive Swartz Creek, MI 48473	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE David McCredie/SLG <i>David L. McCredie</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **SECTION II - WHO IS AN INSURED, 2.** is amended to include:
 - a. Any person or organization, hereinafter referred to as **ADDITIONAL INSURED**:
 - (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
 - (2) For whom you are required to add as an additional insured on this Coverage Partunder:
 - (1) A written contract or agreement; or
 - (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued;

but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
 2. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:
 1. **Automatic Additional Insured Provision**

The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.
 2. **Conformance to Specific Written Contract or Agreement**

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:
 - a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
 - b. Include coverage for completed operations; or
 - c. Include coverage for "your work";and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 3., 4.a.(2) and / or 4.b., or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs 3. and 4.a.(2) of this endorsement shall not apply and Paragraph 4.b. of this endorsement shall apply.
3. **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

4. The following are added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions**:

The insurance provided to the additional insured does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:
- (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities;
 - (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".
- b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

- c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

5. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is amended to include:

- a. Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
 - (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

Dee Cramer Inc.

References

Hurley Medical Center
Mike Mayer
One Hurley Plaza
Flint, MI 48503
(810) 762-6178
mikemayer@hurleymc.com

Citizens Bank
Matt Dziurman
328 South Saginaw St.
Flint, MI 48502
(810) 768-4726
Matt.Dziurman@citizensbanking.com

Rochester Community Schools
John Stoner
Director of Operations
1402 West Hamlin Rd
Rochester Hills, MI 48307
(248) 726-4611
jstoner@rochester.k12.mi.us

Kearsley Schools
Tim Dillon
Assistant Superintendent
4302 Underhill
Flint, MI 48506
(810) 591-7642
tdillon@mail.kearsley.k12.mi.us

American Axle & Manufacturing
Robert Sisler
Plant Manager
2965 Technology Dr.
Rochester Hills, MI 48309
(248) 299-6483

Health Plus
Steve Schneider
Owner
2050 S. Linden Road
Flint, MI 48532
(810) 230-2000
sschneid@healthplus.org

* * * * *

**City of Swartz Creek
Public Safety Building HVAC
Bid Sheet
April 12, 2010**

Cost for the project, including any and all required costs related to mobilization, demolition, component removal & disposal, parts and components (subject to the Buy American Act), labor (subject to the Davis Bacon Act), insurance, reporting, and any and all associated costs related or generated by the Bid Solicitation, Specifications, and Requirements:

\$ 42,500 ⁰⁰


I certify that I have read the entire Bid Solicitation, Specifications, and Requirements, and I understand the requirements. As required for the project bid, I have completed the following:

1. Conducted a facility inspection
2. Conducted an investigation into product suitability for the Buy American provisions
3. Investigated and included the impact of the Davis Bacon Act requirements into the bid
4. Attached a copy of the required liability insurance

I also confirm that I have the ability to uphold all requirements of the project requirements, including but not limited to:

1. Submission of a NEPA/Waste Management Plan
2. Submission of certified, weekly payrolls
3. Attendance at a preconstruction meeting

NAME (PRINTED): David Kunz DATE: 4/21/10

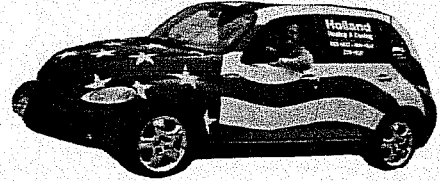
SIGNATURE:  DATE: 4/21/10

ADDRESS: Holland Heating
9160 Lapeer rd

Dawson MI 48423

PHONE: 810-653-4328

HOLLAND HEATING AND COOLING, INC.
9160 LAPEER ROAD, DAVISON, MICHIGAN 48423
PHONE 810-653-HEAT, 810-238-HEAT, 810-664-HEAT
Fax 810-653-COOL



April 21, 2010

Proposal for
City of Swartz Creek
Public Safety Building HVAC
8100 Civic Dr
Swartz Creek, MI 48473

We propose to furnish and install equipment as per bid solicitation, specifications, and requirements for Public Safety Building dated April 12, 2010

Scope of Work:

1. Provide removal and disposal of existing HVAC equipment including refrigerant recovery and disposal.
2. Provide installation of four (4) furnaces @70,000-80,000 BTU's/95% each, 2-stage.
3. Twinning kit as required for two (2) furnaces.
4. Furnace AFUE rating @ 95% efficient. Three (3) ton drive packages.
5. Lennox HC series MERV 16 high efficient air cleaners.
6. Concentric vent termination kits for all four furnaces.
7. Smoke detectors.
8. Gas line reconnect.
9. Electrical wiring to be performed by a licensed electrician.
10. Sheet metal as per SMACNA standards for reconnects.
11. Provide three (3) three ton air conditioning packages, R410A refrigerant. Voltage is 208/230 3-phase voltage. AHRI rating to be 11 EER.
12. One (1) 2-ton air conditioning package. R410A and SEER rating of 13 or higher. AHRI rated.
13. Equipment pads.
14. New condensate drain lines.
15. Upgrade building's fresh air economizer control system.
16. Demo and remove existing Honeywell Building control system including dampers and associated materials.
17. Install new Carrier VVT control system to building. Control package will consist of new dampers, controllers, system by-pass damper, room sensors and system pilot.
18. Provide new wiring for control system.
19. Provide Control system training and scheduling.
20. Air balance by a certified air balance contractor.
21. Provide eighteen month workmanship warranty.
22. Provide five year parts warranty.
23. Provide five year compressor warranty.
24. Provide 20 year heat exchanger warranty.

- 25. Provide lifetime sheet metal guarantee.
- 26. Provide one year preventive maintenance program.
- 27. Provide all necessary permits required for installation.
- 28. All work to be completed by June 30, 2010.
- 29. Install down spouts to hide electrical and line sets as needed (not in bid).

Total: \$42,500

✓
Disclaimer

All work to be quoted as stated above any deviations per request of the City of Swartz Creek will be quoted at an extra charge.

Upon completion of air balance any duct modification needed to pass air balance test not included in work above will be quoted at an extra charge.

Customer Acceptance

Date

Company Signature

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
04/21/2010

PRODUCER
 W. J. Phillips, Inc.
 G-6045 Corunna Rd.
 Suite B
 Flint Twp. MI 48532-5302

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Holland Heating & Cooling Inc.
 9160 Lapeer Road
 Davison MI 48423-

INSURER A: Home Owners Ins. Co. - A++ Rating

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	14090558	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	14090558	01/01/2010	01/01/2011	FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC	/ /	/ /	
A	AUTOMOBILE LIABILITY	47-090-558-00	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	47-090-558-00	01/01/2010	01/01/2011	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY EA ACC \$
<input checked="" type="checkbox"/> Comprehensive 250Ded					AGG \$
<input checked="" type="checkbox"/> Collision 500 Ded					
A	GARAGE LIABILITY		/ /	/ /	
	<input type="checkbox"/> ANY AUTO				
A	EXCESS LIABILITY	47-090-558-01	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
<input type="checkbox"/> RETENTION \$				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	14008135	01/01/2009	01/01/2010	<input checked="" type="checkbox"/> WC STAT. TORT LIMITS <input type="checkbox"/> P/LR
		14008135	01/01/2010	01/01/2011	E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 City of Swartz Creek is listed as additional insured on the general liability.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

() - () -
 City of Swartz Creek
 8083 Civic Drive
 Swartz Creek MI 48473-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Christine Mosholder

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROPOSAL

DATE: April 21, 2010
TO: City of Swartz Creek
ATTN: Tom Svrcek
RE: EECBG Bid

We hereby submit our proposal to provide labor and materials to complete the following work:

Replace the existing HVAC equipment and controls serving the Public Safety Building. We would proceed as follows :

- Demo the existing Trane HVAC equipment and dispose of in accordance with EPA guide lines.
- Provide and install new Bryant 3 stage 95 % efficient natural gas fired furnaces. These furnaces will be equipped with MERV 16 air filters.
- Each new furnace will have a matching Bryant 13 SEER air conditioning system with Puron R-410a refrigerant. New refrigeration line sets will be ran from the new furnaces to the new condensers sitting out side on equipment pads. Where exposed the line sets will be enclosed in a covered channel.
- Two of the furnaces will be “ twinned” together to run as one unit.
- All of the existing control system will be removed and replaced with a Carrier VVT controller with new dampers, system by-pass dampers, room sensors and system pilot.
- Includes all permits and fees.
- The furnaces will have a life time warranty on the heat exchangers with 10 years on parts.. The condensers have a 10 year warranty on the compressors, with five years on parts.
- Life time sheet metal warranty, 18 month workmanship warranty and a one year preventative program.
- Complete start up and customer training on all new equipment. Air balance to be performed by a liscenced air balance contractor
- This quote will meet all criteria set by the American Recovery and Reinvestment Act

TOTAL COST of this project.....\$ 41,995.00

PAYMENT TERMS: NET 30 DAYS

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

ACCEPTED. The above prices, specifications and conditions are Satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

BY: _____

This proposal may be withdraw by us if not accepted within 60 days.
Respectfully submitted,

GOYETTE MECHANICAL CO., INC.

BY  _____
ROB JOHNSON

Addendum to Part II – General Provisions

SOLICITATION & AWARD TERMS FOR GRANT AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5

Grant Agreements must require recipients and sub-recipients to:

- 1. Maintain current registrations in the Central Contractor Registration (CCR) database.**
<http://www.ccr.gov/>
- 2. Report quarterly on project activity status in addition to any reporting requirements that currently apply to recipients of federal funds**
- 3. Follow Buy American guidelines (Sec. 1605 of ARRA Act and Sec. 5.020 of this document)**
- 4. Implement wage rate requirements (Sec. 1606 of ARRA Act and Sec. 5.030 of this document)**
- 5. Ensure proper accounting and reporting of Recovery Act expenditures in Single Audits.**

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Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Grants

5.000 Sub-Recipients Requirements

Grantee shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.010 Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all grants involving the use of ARRA funds include requirements that the Grantee supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner. More detail will follow regarding the timing and submission of reports.

The Grantee's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this grant upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

5.020 Buy American Requirement (Section 1605)

5.022 REQUIRED Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 5.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

amend the grant to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended grant shall reflect adjustment of the grant amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
Description	Unit of Measure	Quantity	Cost (Dollars)*	
Item 1:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
Item 2:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good				
<p>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p> <p>[* Include all delivery costs to the construction site.]</p>				

5.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. "Designated country iron, steel and/or manufactured goods," "domestic iron, steel and/or manufactured goods", "Federal Agency", "Foreign iron, steel and/or manufactured good", "Manufactured good," "public building and public work," and "steel," as used in this Section, are defined in Section 5.022(a).

(b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DELEG. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

(i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and

(ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.

(2) The Grantee shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows: none

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

(1)(i) Any Bidder's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Grantee's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Grantee could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Grantee does not submit a satisfactory explanation, the Federal Agency need not make a determination.

(2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will

(c) *Evaluation of project proposals.*

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) *Alternate project proposals.*

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 6.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 of this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Grantee shall be required to furnish such domestic or designated country items.

5.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by grantees, subgrantees, contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

5.040 Inspection & Audit of Records

The Grantee shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this grant; and (2) to interview any officer or employee of the Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

5.050 Whistle Blower Protection for Recipients of Funds

Grantee shall not discharge, demote or otherwise discriminate 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 Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Grantee shall include the substance of this clause including this paragraph (b) in all subcontracts and subgrants.

5.060 Funding of Programs

The Grantee acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

5.070 Fixed Price- Competitively Bid

Grantee, to the maximum extent possible, shall award any subgrants or subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

5.080 Segregation of Costs

Grantee shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

5.090 Publication

All grant solicitations funded in whole or in part with ARRA funds will be posted on the respective DELEG bureau website. All grants resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Grantee shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.100 Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

5.110 Non- Discrimination

The Grantee shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

5.120 Prohibition on Use of Funds

None of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

5.130 False Claims Act

The Grantee shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

5.140 Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

5.150 Job Opportunity Posting Requirements

Grantee shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

ADDENDUM II TO PART II – GENERAL PROVISIONS

5.020.1 Buy American Requirement (Section 1605)

-Designated country means:

- (1) A World Trade Organization Government Procurement Agreement country,
- (2) A Free Trade Agreement (FTA) country, or
- (3) A United States-European Communities Exchange of Letters country

Countries not in the Addendum to Part II include Bahrain, Canada, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman and Peru.

5.090.1 Publication

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project as follows:

Acknowledgement: "This material is based upon work supported by the Department of Energy under Award Number(s) *DE-EE0000753*."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."



Department of Energy
Washington, DC 20585

**ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
NOTICE 10-004**

EFFECTIVE DATE: December 17, 2009

SUBJECT: GUIDANCE ON IMPLEMENTATION OF THE DAVIS-BACON ACT PREVAILING WAGE REQUIREMENTS FOR ENERGY EFFICIENCY CONSERVATION BLOCK GRANT RECIPIENTS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

PURPOSE: To issue guidance to Energy Efficiency Conservation Block Grant (EECBG) Program participants on compliance with Davis-Bacon Act (DBA)¹ requirements associated with the expenditure of American Recovery and Reinvestment Act of 2009 (Recovery Act) funds. The Department of Labor (DOL), Employment Standards Administration, Wage and Hour Division (WHD) has issued guidance on applicability of DBA requirements to all agencies engaged in funding projects for construction, alteration, and/or repair funded in whole or in part by funds appropriated under the Recovery Act.² This guidance does not modify or replace the DOL guidance or any requirements or terms and conditions contained in the grant instrument.

SCOPE: The provisions of this guidance apply to recipients of EECBG Program funds, as named in a Notification of Grant Award (Grant Award) from DOE under the EECBG Program and their subrecipients. The provisions of this guidance do not apply to U.S. Territories. Tribal governments are only exempt from the DBA provisions when the Tribal government performs work using its employees. The Davis-Bacon Act applies to all contractors that employ laborers and/or mechanics performing work under a Grant Award.

BACKGROUND: The Davis-Bacon Act

The DBA is applicable to contracts of the United States³ in excess of \$2,000⁴ for the construction, alteration, and/or repair (including painting and decorating)⁵ of public

¹ 40 U.S.C. 3141 *et seq.*

² See DOL All Agency Memorandum No. 207, dated May 29, 2009, available at <http://www.dol.gov/whd/recovery/AAM207.pdf>. (AAM No. 207).

³ This includes the District of Columbia. For applicability of the Davis-Bacon Act to government agencies, such as states, under Section 1606 of the Recovery Act, see the DOL Advisory Letter to DOE (Advisory Letter) at <http://www.dol.gov/whd/recovery/AdvisoryLetterDOE.pdf>, page 2.

⁴ The \$2,000 threshold for coverage pertains to the amount of the prime contract, not to the amount of individual subcontracts. If the covered prime contract exceeds \$2,000, all work on the project is covered.

⁵ These work activities are defined at 29 CFR Part 5.2(k).

buildings or public works. The DBA requires all contractors and subcontractors to pay laborers and mechanics employed on a covered contract wages and fringe benefits determined by the Secretary of Labor to be prevailing for corresponding classes of employees engaged on similar projects in the locality. In numerous additional laws, Congress has specifically required adherence to DBA prevailing wage requirements where they might not otherwise be applicable.

On February 17, 2009, President Obama signed the Recovery Act to jumpstart the economy by saving and creating jobs, and to foster energy efficiency efforts and achieve other goals.⁶ Section 1606 of the Recovery Act specifically requires that all laborers and mechanics employed by contractors and subcontractors on any project “funded directly by or assisted in whole or in part by” Recovery Act funds be paid prevailing wages as determined by the Secretary of Labor.⁷

Accordingly, contractors and subcontractors must ensure that any laborers and mechanics⁸ employed on projects funded or assisted in whole or in part by Recovery Act funds are paid prevailing wages as determined by the Secretary of Labor for construction, alteration, and/or repair (including painting and decorating). All recipients, grantees, and subgrantees, with the exception of State and local governments that use their own employees to perform this work, must also pay their own employees performing the work of laborers and mechanics the DBA prevailing wage rate. If the entity receiving Recovery Act assistance for such projects contracts out the work, it must ensure that the DBA requirements flow down to the entities that employ the laborers and mechanics to do the work.⁹

Contract Clauses

On projects where DBA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 are applicable. In accordance with 29 CFR Part 1, Federal agencies directly contracting for projects or providing assistance under the Recovery Act to other entities for such projects must include the DBA contract clauses in their solicitations, assistance agreements, and the resulting contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work.¹⁰ As a consequence of the required DBA contract clauses, the recipient of the Recovery Act funds is responsible for the compliance by its subgrantees, contractors, and their subcontractors.¹¹

⁶ See <http://www.recovery.gov/?q=content/our-mission>.

⁷ For the text of the Davis-Bacon provision in Section 1606, see AAM No. 207, page 2 and the Advisory Letter, page 2.

⁸ Apprentice and trainees may be paid at less than the DBA prevailing wage rate if the requirements set forth in 29 CFR Part 5.5(a)(4) are met.

⁹ See Advisory Letter page 2.

¹⁰ See DOE Acquisition and Financial Assistance Guide for the American Recovery and Reinvestment Act of 2009, version 2.1a, Attachment 3 at: http://management.energy.gov/policy_guidance/1672.htm

¹¹ See 29 CFR Part 5.5(a)(6) (making prime contractor responsible for lower-tier contractor compliance).

DOE is responsible for ensuring that the applicable wage determinations are included in solicitations, assistance agreements, and the resulting contracts and grants. EECBG Program projects using Recovery Act funds must incorporate the most current DOL Wage Determination(s) as found at <http://www.wdol.gov/Index.aspx> for the worker classifications applicable to the work being performed by employees or contractors. Please also note that the rates posted at the DOL site are minimums.

Grantees/subgrantees and contractors/subcontractors must attach the applicable wage determinations to the solicitation, assistance agreement, and resulting contract or grant. A grantee or subgrantee and contractors/subcontractors contracting out work on a covered project must provide the wage determination to the contractors or subcontractors 10 calendar days prior to issuing the solicitation.

If an ongoing construction project that was awarded prior to the Recovery Act or that was not assisted or funded in whole or part by Recovery Act funds later receives Recovery Act funding, the agency will insert the appropriate wage determination(s) in relevant contracts and federal assistance agreements effective as of the date the Recovery Act funding is approved for use on the project. The wage determinations must thereafter be included in any contracts or subcontracts for the DBA-covered work. Projects that are already subject to the DBA labor standards would not require application of a new Davis-Bacon wage determination upon receipt of Recovery Act funding unless the funding is for work not contemplated under the existing contract for construction.

Payroll Records

In addition, Grantees/subgrantees and contractors/subcontractors on these projects funded or assisted in whole or part by Recovery Act funds shall maintain payrolls and basic records relating to payroll during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project, or as designated in the grant document.¹² **They must also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency.**¹³

Published Wage Rates

Wage rates can be found at www.wdol.gov. If county recipients in any State do not have published DOL wage rates, then the county must submit a request for conformance to the DOL. The conformance process often takes up to six weeks to be completed so county should plan its project activities accordingly.¹⁴

¹² See 29 CFR Part 5.5(a)(3)(i) for the payroll and record-keeping requirements, including a list of the required contents of the records and for additional record-keeping requirements.

¹³ See 29 CFR Part 5.5(a)(ii)(A)-(D) for additional requirements relating to the submission of weekly certified payroll records.

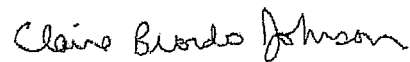
¹⁴ The Department of Labor has provided guidance for anyone who must submit a conformance request for a Wage Determination on its website at <http://www.dol.gov/whd/recovery/dbsurvey/conformance.htm>

Administrative Costs

Costs associated with DBA compliance can be charged as an administrative cost. EECBG recipients should contact their respective DOE Project Management Center for specific guidance on how to appropriately charge these costs.

TRAINING

Training on Davis-Bacon implementation, frequently asked questions, labor clauses, and other related Recovery Act information can be found at:
<http://www.eecbg.energy.gov/davisbacon.html>.



Claire Broido Johnson
Acting Program Manager
Office of Weatherization and Intergovernmental Programs
Energy Efficiency and Renewable Energy

9-1-1

Genesee County Communications Center

Lloyd R. Fayling
Director
David C. Ackley
Deputy Director

Executive Board

Chairman
Kurt Soper
Supervisor
Davison Township

Vice Chairman
Randy Byrne
Manager
City of Grand Blanc

Robert Cole
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Paul Fortino
Supervisor
Gaines Township

Dave Gulgear
Supervisor
Mundy Township

Mark Emmendorfer
Supervisor
Montrose Township

Paul Bueche
Manager
Swartz Creek City

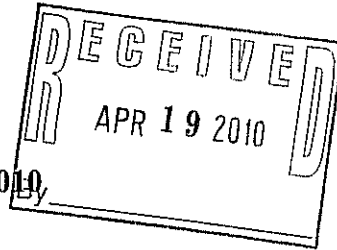
Jakki Sldge
Manager
Village of Goodrich

Ted Henry
Commissioner
Genesee County

Miles Gadola
Commissioner
Genesee County

F/Lt. Rick Arnold
Post Commander
Michigan State Police

Robert Pickell
Sheriff
Genesee County



DATE: April 15, 2010
TO: Consortium Members and Interested Parties
SUBJECT: Countywide EMS Dispatching

On Tuesday April 13, 2010 after an extensive review of Genesee County 9-1-1 Authority's budget, as well as, future cost considerations, the Executive Board unanimously approved moving forward with Countywide EMS dispatching at Genesee County 9-1-1. This will include providing these services to the City of Flint and the City of Fenton as they desire. It should be understood that this is no small endeavor as it involves additional consoles, center upgrades, and personnel for the 9-1-1 Authority. Additionally, it should be noted that there will be initial start-up costs and minimal annual costs for the EMS services that choose to become a part of this project. At this time there are many issues to be worked out and we will begin by inviting all EMS services to come together as a discussion group in the near future. There, I anticipate that we will form a smaller group to work with us as we move forward. We will encourage (and expect) input from all members of our EMS services with the core group being those that already are under contract with Genesee County 9-1-1 Authority as a part of our radio system. The Board has been very specific that those agencies that become active (under contract) participants be a critical part of this group.

Without going into a great deal of detail our goal in the end is to have the ability to assign the closest and most appropriate ambulance to the scene of an incident with the precise knowledge of where they are responding from and the approximate time it will take them to get there. It does not mean that a company can not continue to maintain bases, as the base will also be considered, however, it is obvious that all EMS services in this county could save a great deal of expense over the long run with this type of system. This is in addition to our providing Genesee County citizens with a much more efficient and responsive EMS service. I will have more information forthcoming.

Respectfully,

Lloyd R. Fayling
Director
Genesee County 9-1-1

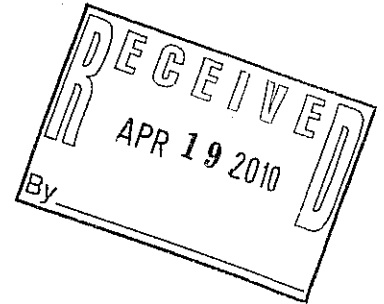
CHARTER TOWNSHIP OF CLAYTON

2011 South Morrish Road • Swartz Creek, Michigan 48473
Ph. (810) 635-4433 • Fax (810) 635-4526 • claytontownship.org

Brian Sepanak - Supervisor
Dennis Milem - Clerk
Natalie Dennings - Treasurer



Greg Childers - Trustee
Christopher Gehringer - Trustee
Tamara Kapraun - Trustee
John Simor - Trustee



DATE: April 14, 2010

TO: CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK MI 48473

FROM: Clayton Charter Township Planning Commission
2011 S. Morrish Road
Swartz Creek, MI 48473

SUBJECT: Clayton Township Proposed Master Plan

Dear Official:

The enclosed CD is a draft of the proposed Master Plan for Clayton Township. In accordance with MCL 125.3841 of the Planning Enabling Act (PA 33 of 2008), the enclosed proposed land use plan was either required to be sent to your agency by statute or your agency requested to receive this copy. (If you would prefer a hard copy instead of this electronic version please contact Terry at (810) 635-4433.)

This letter serves as the notice of intent to plan, as well as a request for your review and comments of the Master Plan. All local governments and other entities receiving a copy of a Master Plan have 63 days for review and comment. If comments are made, they must be sent to the Clayton Charter Township Planning Commission in care of Terry Edgette at the above address.

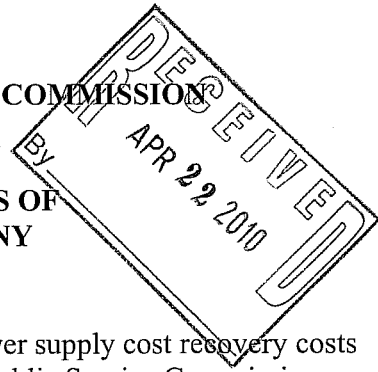
Thank you for your cooperation and comments. The Clayton Charter Township Planning Commission looks forward to your forthcoming correspondence.

Sincerely,

Terry Edgette
Planning Commission Recording Secretary

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-15675-R



- Consumers Energy Company proposes to reconcile its power supply cost recovery costs and revenues for the calendar year 2009, if the Michigan Public Service Commission approves its request.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201-2276, (800) 477-5050 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

DATE/TIME: May 4, 2010, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Sharon L. Feldman

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the March 31, 2010 application of Consumers Energy Company (Consumers Energy) for reconciliation of its power supply cost recovery costs and revenues for the 12-month period January 1, 2009 through December 31, 2009. Consumers Energy's total 2009 net underrecovery, including previous years' over- and underrecoveries is \$40,967,102 (including statutory interest).

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets Website at: michigan.gov/mpscdockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an e-mail sent to mpscdockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6170 or by e-mail at mpscdockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by April 27, 2010. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his/her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's Web site, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's request may be reviewed on the Commission's Web site at michigan.gov/mpscdockets, and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6170.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Energy, Labor & Economic Growth, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.51 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

April 2, 2010

Paul Bueche

From: John O'Brien [jobrien@gcdcwws.com]
Sent: Wednesday, April 14, 2010 9:30 AM
To: Paul Bueche
Subject: RE: Port Huron Pipe

Paul

Those Docs. Can be distributed The presentation that we are performing are based on those Docs. It easier to listen to than read
 John

From: Paul Bueche [mailto:PBueche@cityofswartzcreek.org]
Sent: Tuesday, April 13, 2010 5:37 PM
To: John O'Brien
Cc: David Jansen; Jeff Wright
Subject: RE: Port Huron Pipe

John,

Thanx. That helps quite a bit. One other quick question, Dave gave me a copy of the engineering and feasibility studies. Are these good to provide to our Council or do you want me to hold them for a bit? It appears that they were completed in the fall of 2009.

Thanx.....

Paul

From: John O'Brien [mailto:jobrien@gcdcwws.com]
Sent: Tuesday, April 13, 2010 5:31 PM
To: Paul Bueche
Cc: David Jansen; Jeff Wright
Subject: RE: Port Huron Pipe

Paul

The County just passed the Incorporation papers today
 After the four other communities pass the articles the KWA will form
 Once KWA is formed the will prepare a contract for consideration against a DWSD contract
 Upon receipt of the contract the county has to decide

- 1) How much capacity does it need over the next 20 years
- 2) Does it sign on with KWA or DWSD

If the county and others agree to a capacity volume then the construction costs can be calculated and final treatment, operations and maintenance costs along with debt sevice can be calculated
 After that is completed then each contract member will be given a go nogo option.
 If the project goes forward construction and financing will be put in place

Having said all this, what you are looking for will not be available until fall of this year at the earliest. Again I will remind you if we continue with another 30 year contract with DWSD we will pay what they say to pay and their own projections are for 10-15% increase per year for the for seeable future
 John

From: Paul Bueche [mailto:PBueche@cityofswartzcreek.org]
Sent: Tuesday, April 13, 2010 4:35 PM
To: John O'Brien

Subject: RE: Port Huron Pipe

John,

I understand you to be saying you have no data yet on debt service. In addition, rates will rise by \$7 (per month?) per connection (or per unit?).

I would like a presentation, but only after we have some time to review debt service models as well as detailed rate models. Any time line on this? Please don't drop a contract on us with a 30 day turn around.

Thanx.....

Paul Bueche

From: John O'Brien [mailto:jobrien@gcdcwws.com]
Sent: Tuesday, April 13, 2010 8:30 AM
To: Paul Bueche; Warren Vyvyan
Cc: David Jansen
Subject: RE: Port Huron Pipe

Paul

We have limited information right now

What we do have is that if DWSD moves forward with their planned pipeline our rates will go up about \$15 dollars a month and if we build the KWA pipeline our rates would go up about \$7 a month. Rates are going up regardless of what we do. After incorporation and Capacity contracts are developed we can then develop the financing package.

John O'Brien

PS If you would like we can do a presentation at your City Council Meetings for your council and residents

From: Paul Bueche [mailto:PBueche@cityofswartzcreek.org]
Sent: Monday, April 12, 2010 5:01 PM
To: John O'Brien
Subject: Port Huron Pipe

John,

Do you have any debt retirement models or projections for member communities on the pipeline? I have seen the model scenario's for construction, but there seems to be nothing on the debt service. I'm looking for the annual costs for debt that may be charged to the City of Swartz Creek, based on the \$600 million construction, inclusive of projected interest.

Thanx....

Paul Bueche

INFLOW AND INFILTRATION POLICY

Revised 9/14/01
Second Revision 11/20/07
Third Revision 4/8/10

Background: The Division of Water and Waste Services was established in 1959 as a Public Act 342 agency. The County Board of Supervisors designated the Drain Commissioner as agent. The Division provides sanitary sewage disposal and water supply to 34 at-large local entities. The sewer system evolved from 7 distinct districts to: District 1 (which includes 1, 2, 5, 6) served by the Montrose Treatment Plant; District 3 which is served by the Linden Treatment Plant; District 4 served by the Otisville Plant; and District 7 served by the Argentine Treatment Plant.

In each of the districts (except for District 4) the Division owns, (on behalf of all communities) operates, and maintains a portion of the collection system and the treatment facilities. For Fiscal Year 2000, the Montrose Treatment Plant average was 27 million gallons a day (MGD) of incoming sanitary sewage. During wet weather periods, those flows have exceeded 100 MGD. This is roughly four (4) times the average flow. This is typical for Districts 1 and 3. District 7 is a pressurized system and only has peaking of two (2) times. Currently there is insufficient data for District 4. Recently in February 2001, a storm event caused flows exceeding 120 mgd with 60 mgd being discharged to the river over a 30 hour period. The same storm event resulted in flows of 20+ mgd at District 3.

Problem: The original sewer system was designed and built to carry only sanitary sewage, not storm water inflow or infiltration. While the global peak of the system is between 4 and 6, local sewers can see peaks of 12 to 15 (see I & I Report).

The County Agency contracts with the local communities for transporting and treating of sanitary sewage at the treatment facilities. The Division has no approved sanitary sewer overflows. It is also unlikely that the State of Michigan Department of Environmental Quality (MDEQ) will issue approvals for such discharges.

The Division is embarking on the design and construction of the Northeast Relief Sewer (NERS) and the Western Trunk Relief Sewer (WTRS). Each sewer is proposed to be designed to handle normal flow with a peak factor of 4. This will allow for normal flows with variations for peak use times during morning 6:00 a.m. to 8:00 a.m. and evening 6:00 p.m. to 8:00 p.m. peak usage. The proposed cost of

these facilities is approximately 45 million dollars. The sewer is designed for a service life of *100* years and capacity life of at least 20 years. Continued use of the sanitary sewer for storm water inflow and infiltration will significantly reduce the life of the system, if not require larger size sewers. Therefore, in an effort to control the capacity of the sanitary sewers in Genesee County and those areas outside the Corporate limit being served by the system, the following policy should be adopted:

GOAL: The goal of this policy is to eliminate excessive Inflow and Infiltration into the system, to identify the communities in which excess I & I is occurring, and to distribute those costs associated with excess I & I towards those communities which are contributing. Elimination of excess I & I will eliminate frequency and duration of sanitary sewer overflows.

In addition to the removal of I & I, this program in conjunction with CMOM will eliminate the majority of overflows and allow the local municipalities to claim governmental immunity for the unavoidable sewer back-up. These two programs will also decrease the insurance premiums paid by the County and local municipalities for our sewer systems.

SEWER POLICY

1. **The Division will continuously monitor each community's sewer flow. Sanitary sewer flow from each community shall be continuously monitored.**

This shall be accomplished by installation of permanent flow monitoring manholes throughout the system. The system, including upgrading of pumping station metering, will be used to identify average day, maximum day and peak flows by community.

This will require installation of approximately 60 manholes and 15 pump station meter upgrades all connected to a computerized Supervisory Control and Data Acquisition System (SCADA).

2. **The Division will continue to monitor rain volumes and intensity at locations throughout the County.**

This shall be accomplished by installation of a new rain gauge system and upgrade of the existing 9 sites. This shall require the installation of at least 9 new sites and upgrades of 6 existing sites and connection to the SCADA system.

3. **Setting of sewer charges in excess of 2 (but less than 2.5) times average flow.**

This shall require the County Agency to establish a cost for transportation and treatment of all flows that exceed the communities' twice average day flow but not greater than two and one-half times average day flow. These fees would cover cost for pumping to the treatment plant and the treatment of excess I & I at the treatment plant. The funds generated from this fee would be used to offset increased operation and maintenance (O & M) costs.

4. **Setting of sewer charges in excess of 2.5 but not greater than 3 times average flow.**

This shall require the County Agency to establish a cost for transportation and treatment of all flows that exceed the communities' average day flow of between two and one-half times but not greater than three times average day flow.

5. **Setting of a penalty for flows in excess of 3 times average flow (*plus 100,000 gpd*).**

This shall require the County Agency to establish a penalty for communities that exceed flows of three times the average day flow. This charge would be in addition to the treatment charge for excess flow. The funds generated from this charge would be used to finance I & I removal programs in the community that generated the fees. There are 34 communities in the sewer system with variations in base flow from 30,000 to 3,000,000 gallons per day. The County will institute penalties/fines only after the community exceeds 3 times their base flow plus 100,000 gallons per event.

6. **Corrective Action Plan**

When a community exceeds the 3 times plus average flow, the Division shall notify the community that it has 90 days to submit a corrective action plan to eliminate excess inflow and infiltration. The plan shall include identification, location and elimination of excess inflow and infiltration. The plans shall also include a reasonable schedule for elimination.

Note: These approved Corrective Action Plans shall be eligible to receive financial assistance from the Division from funds collected under the penalty phase of this policy.

7. **Restriction of Connections**

The Division will not approve any additional connections to the system for communities that have exceeded the 3 times average flow and that do not have an approved Corrective Action Plan.

8. **Exception**

In the cases when a rain event exceeds the 25 year/24 hour intensity (3.5 inches), the Division will not institute a penalty or require a Corrective Action Plan for communities with flows that exceed 3 times average flow.

9. **Schedule:** Implementation of this policy would take place over the next 6 years under the following time line:

1.	Northeast Relief Sewer Construction	2001 – 2008
2.	Western Trunk Relief Sewer Construction	completed 2004
3.	Flow Monitoring Stations	completed 2006
4.	Rain Gauge System	completed 2006
5.	Calculation of Annual Average Day Maximum Day Peak Day Flow by Community	2006 - 2007 <i>completed 2007</i>
6.	Establish Communities Average Flow	<i>completed 2008</i>
7.	Excess Flow Fee	<i>established 2008</i>
8.	Penalty Charges Effective	<i>January 2011 - 25%</i> <i>July 2011 - 50%</i> <i>January 2012 - 75%</i> <i>July 2012 - 100%</i>

This schedule will allow for collection of sewage flow and rain event data to determine communities' actual average day flow. This would also allow communities ample time to identify and remove excessive flows prior to initiation of fees and fines.

The County will phase in the treatment fees and penalties over a two-year period: from January 2011 through July 2012, the County Agency will invoice fees based upon the percent

at the time of charges: first and second quarter of 2011 will be at 25% of the rate. Third and fourth quarter of 2011 will be at 50% and so on.

Penalty charges can be offset by documented proof that the local community is funding the I & I removal program within their municipality. The County may accept annual budgets, contracts for cleaning and repairing, as well as any state or federal funding received by the local municipality as documentation.



Buy Local, Buy Fresh

Every Sunday

Opening MAY 2!

9 AM – 2 PM

Centerpiece Plaza-8048 Miller (Downtown)

May – September 2010



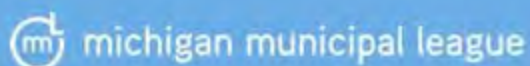
- Fresh, Local Produce
- Full Concessions
- Baked Goods
- Fine, Local Artwork
- Handmade Crafts
- Special Events/Music
- Potted Plants
- Fresh Flowers
- Local Honey
- Handmade Soaps
- Books
- Gardening Tips

Interested Vendors, entertainers, or for any comments or questions please call Adam at the Swartz Creek City Offices - (810) 635-4464

Paul Bueche

From: Michigan Municipal League [mbach@mml.org]
Sent: Friday, April 23, 2010 3:00 PM
To: Paul Bueche
Subject: League Members Testify on Revenue Sharing, Transportation Funding

Issue Advisory



League Members Fight for Funding

Michigan Municipal League officials testify before Michigan Legislators on revenue sharing and transportation on behalf of Michigan communities.

Revenue Sharing Hearing

The Senate General Government Subcommittee on Appropriations Thursday (April 22, 2010) heard testimony about revenue sharing from League President Jeff Jenks and Hamtramck Mayor Karen Majewski. The Senate is considering a bill that would increase revenue sharing by 1 percent. The committee is expected to move their budget recommendation on May 13. While we are optimistic, this is still an uphill battle.

Jenks explained that communities have absorbed Draconian cuts for the past nine years and the results of this have been devastating. Without adequate funding, local officials cannot create the types of communities where people want to live, work and play.

“By continuing to cut revenue sharing you are affirmatively choosing to send previously dedicated funding away from police officers, firefighters, road repair, parks and recreation. We continuously hear from legislators that revenue sharing is a priority.... Make it a priority,” he said.

Jenks said cities and villages in Michigan have accommodated the continuous reduction in revenues and have found ways to cut their budgets, but this is getting increasingly difficult as property values decline.

“There are many communities across the state whose property values have dropped by more than 20 percent each year for the past couple of years. This has resulted in an actual loss of revenue in property tax collections for the first time in our state’s history,” he said.

Karen Majewski told members of the subcommittee that the city of Hamtramck has absorbed an extensive decrease in revenue and they have been working to accommodate this.

“We’ve made cuts to staff and programs, we’ve raised fees, we’ve gone to our employees for concessions, we’ve sought grants and alternative funding streams, we’ve privatized services, we’ve delayed capital projects and skimmed on road repair, we’ve found ways to share services with other communities and we’ve prayed it doesn’t snow,” she said. “But it’s an uphill climb, made increasingly unsteady when at every step forward, the ground is sinking beneath our feet.”

Senate subcommittee members seemed impressed with the testimony as Sen. Deb. Cherry, D-Burton, complimented Jenks and Majewski for explaining how communities

have made cuts. Cherry said she'd like to give communities more than a 1 percent increase to revenue sharing.

Road Funding Hearing

League President Jenks was back in the spotlight Friday when he and other city leaders testified to the Michigan House Transportation Committee. They spoke in support of increased transportation funding Friday, April 23, 2010 at Washtenaw Community College. Jenks told the lawmakers that adequate transportation funding is critical in Michigan.

"Whether it's roads and bridges or public transit, when a state invests in transportation, the result is the creation of thousands of jobs and billions of dollars in economic development activity," he said.

Jenks also reminded lawmakers they have yet to implement the recommendations of the Transportation Funding Task Force created by Governor Jennifer Granholm and the Michigan Legislature in 2007.

"This group of Michigan government, business and transportation leaders worked for months at public meetings across the state and concluded in 2008 that the consequences to Michigan, if action is not taken to address the need for increased transportation investment, are dire indeed and that this inaction puts more than 17,000 jobs at risk," he said.

Jenks was joined by Saline Mayor Gretchen Driskell, Ypsilanti Mayor Paul Schreiber, Lansing Public Services Director Chad Gamble, League CEO Dan Gilmartin, and League staff member Chris Hackbarth.

Driskell was the League's representative on the transportation task force and said the recommendations were based on solid research. She said it's been 18 months since the report was released and action is needed to help revive Michigan.

For more information on the revenue sharing issue contact the League's Summer Minnick at (517) 908-0301 and for details on the transportation funding issue contact the League's Chris Hackbarth at (517) 908-0303.

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