

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday February 14, 2011 7:00 P.M.  
City Hall Building, 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 January 24, 2011 MOTION Pg. 8, 13-17
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 8
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 8, 2-7
  - 6B. Monthly [Police, DPW & Check Ledger](#) Reports Pg. 18, 29, 33
  - 6C. MDOT Agreement, Miller Elms-Tallmadge Project (Agenda Item) Pg. 9, 38-64
  - 6D. PSB EECBG Bay Heating System Bid Returns (Agenda Item) Pg. 10, 65-86
  - 6E. CDBG Authorized Signatures (Agenda Item) Pg. 11, 87-89
  - 6F. Marathon Project, Environmental Consulting Proposal (Agenda Item) Pg. 11, 90-121
  - 6G. Planning Commission Packet, Feb 1<sup>st</sup> Meeting Pg. 122-131
  - 6H. Planning Commission Annual Report Pg. 132-137
  - 6I. Fire Department FEMA Grant Notice Pg. 138-142
  - 6J. DDA Meeting Notice Pg. 143
  - 6K. AYSO Request, Concept Drawings Pg. 144-150
  - 6L. Comcast Notice, Programming Changes Pg. 151
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Kiwanis-Doors Galore Donations, Judy Thornton & Steve Mardlin RESO. Pg. 9, 6
  - 8B. Trash-Recycling Presentation, Waste Management PRES. Pg. 5
  - 8C. Appropriation & MDOT Agreement, Miller Road Repairs RESO. Pg. 9, 38-64
  - 8D. Acceptance & Appreciation, Girls Varsity Basketball Donation RESO. Pg. 10, 6
  - 8E. Appropriation & Bid Award, EECBG Heating Replacement RESO. Pg. 10, 65-86
  - 8F. CDBG Designation of Authorized Signatures RESO. Pg. 11, 87-89
  - 8G. Appropriation & Appointment, Environmental Consulting Services RESO. Pg. 11, 90-121
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:**
  - 11A. General Motion MOTION

CD Contains a Variety of  
Legislative Update Documents

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
 Regular Council Meeting of Monday February 14, 2011 7:00 P.M.

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 11-February-2011

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

- ✓ **MTT APPEALS, GM BANKRUPTCY** (*Status*)  
 Pending final settlement documents and the issuance of a refund check. I'll let the Council know what the final calculations are on the refund.
- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)  
 I know it's been a while on this (actually, quite a while). Not to make excuses, but it's been a wild ride here since late 2007 just to stay above water. I've made a good dent into finishing this and should have it in the near future.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)  
 Same as above with this project.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
  - 2011-2014 T.I.P. APPLICATION** (*Status*)  
 Here is a schedule of City projects that are funded or in the queue (shaded).

**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	\$184,903*	\$27,684	\$45,000	\$556,084
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

\*Includes Developer Contribution of \$68,000

- MILLER ROAD PROJECT, ELMS-TALLMADGE** (*Resolution*)  
 This project is set to bid in March. The total estimated project costs are just shy of \$524,000. The City's match portion is \$185,000, or about 35.3%. Of the City's match of \$185k, we are seeking to collect a maximum of \$68,000 of this from the Family Farm and Home Project, reducing the City's match portion on the project to \$117,000. As you may recall, this project required extension of the left turn lane to accommodate left turns from southbound Elms into the property. The associated widening, curb, gutter and drainage make up these estimated costs. I have a resolution to enter into a contract with MDOT with tonight's agenda.

By way of mention, we have stumbled across an item on this project that got by us during the design phase. Contamination migration from the abandoned Marathon

station leeches southward into the Miller Road right of way and under the pavement that is slated to be milled and resurfaced. No cost items have been built into this project to mitigate contaminated soil, should the need arise to get down into it. This project is designed to be a mill and resurface only in this area, so the need to go beyond the asphalt is not anticipated. But, previous work we have done in this area, being the intersection safety enhancement project several years ago, we had a site condition develop wherein some of the road base was “soggy” and had to be removed and new base constructed. If this happens in the area of contamination, this project could come to a grinding halt while we go out and find contractors to remove the soil and take it to a landfill designed to handle such contamination. Obviously, this will add significant cost to the project. Hopefully we can get in and out without having to disturb any of the sub soils.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

**2008 REPAIR ROSTER (Status)**

As a re-cap, the contractor’s are Maintenance & Construction Company, of Romulus Michigan, at \$101,547, with construction engineering and testing (\$1,980), the total being \$103,527, and Lang Construction of Flint Michigan, in the amount of \$8,523 for the storm sewer repairs. Totals are:

<i>Total Project Cost</i>				
<i>Cape Seal</i>	\$104,000			
<i>Storm Repair</i>	\$8,523	<i>101 Fund</i>	<i>203 Fund</i>	<i>226 Fund</i>
<b>TOTAL</b>	<b>\$112,523</b>	\$8,766	\$70,000	\$33,757

The storm sewer work has been completed. The Cape Seal work has been put off until weather permits in the spring.

✓ **COUNTY WWS ISSUES PENDING (See Individual Category)**

**KAREGNONDI WATER AUTHORITY (Status)**

Pending.

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

Implementation delayed until sometime in 2011.

**SEWER USE ORDINANCE – INDUSTRIAL PRE-TREATMENT (Status)**

I’ve had the first in a series of several meetings with the Drain Commissioner to discuss a number of items, inclusive of this one. I will be back with resolves to this matter and the others in the near future.

**DELINQUENT COUNTY CAPITAL IMPROVEMENT FEE (C.C.I.F.) (Status)**

Likewise as above, I’ve had the first in a series of several meetings with the Drain Commissioner to discuss a number of items, inclusive of this one. I will be back with resolves to this matter and the others in the near future.

✓ **MARATHON REDEVELOPMENT PROJECT (Resolution)**

Momentum on this project is gaining. I spoke with Marathon Oil’s environmental division and asked for financial assistance with remediation of contaminations, in particular, the underground storage tanks. They advise they do have programs for such assistance and will look into the matter. I have begun the development of an RFP; however, I will need some technical help in specifications related to the environmental issues. Inspections to document environmental concerns have to be conducted in order to include them in RFP specifications. There are not many consulting firms that do this type of work. I have some knowledge of this firm and believe they do good work at reasonable fees. The fees they charge, and any other fees we may incur in the process

of transferring this property (such as legal and closing costs), can be set as the base price for the sale when we select the developer. At any rate, I have a resolution to hire Applied Eco-Systems as an environmental consultant, at a cost not to exceed \$3,000. We have begun tracking expenses related to the Marathon so we can recover them when we transfer the property.

Along the same lines, you will find a letter in the Applied Eco-Systems package that refers to the establishment of a Brownfield Site. This refers to the abandoned Sunoco gas station downtown. We have had very little conversation on this site, but it is headed right down the same path as the Marathon. The taxes have multiple years of delinquency and although I'm not a gambler, it's a sure bet that it will eventually end up with the City or the County. The stark difference here is that the contamination at this station and for several blocks to the south by southeast makes the Marathon contamination look like fresh driven snow. The skinny is we need to begin looking at solutions now. To add to the fun, there is another gas station that appears to be headed down the same path. I'd prefer not to disclose this one publically just yet as it remains in business, but it needs to be mentioned. The point is that although it's sad to say, over the next few years we may get very very good at the remediation of abandoned gas stations.

✓ **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.

✓ **LABOR CONTRACTS** (*Status*)

As a short re-cap, all our labor contracts are frozen. The POLC agreement has been frozen since January 2009. The AFSCME agreement has been frozen since July 2008. The Supervisor's agreement has been frozen since July 2007, however, to even this agreement out a bit, an additional 40 hours of absent time was granted. The extra absent time cannot be cashed out, rolled over, accrued or paid out in any way. The City Manager Contract has been frozen since December 2004. The extra absent time provision within the Supervisor's agreement is also applied to the City Manager's Contract. There are no plans to replace Mr. Zettel's position. We have two other "at will" classifications, which are without agreements, being our part time police officers and our building inspector. The part time police have been frozen since March 2004 with a change in November 2009 to allow time and a half on holidays. The building inspector is part time and has remained unchanged since October 2006 when the position was established to replace the full time assessor / building inspector. Contracted positions are the assessor and trade inspector's, being electrical, plumbing and mechanical. I've met with the POLC and discussed the financial future of the City and its relevance to rate increases, which frankly speaking, remains bleak. They don't like it, but they do understand. At the meeting of January 10<sup>th</sup>, we approved a letter of understanding that allows a "me too" clause for all our labor units. I have met with the AFSCME unit and they have requested to be included with the additional "no value" 40 hours of absent time. Juanita and I are taking a look at it and will be back for additional discussion when we have evaluated the impact.

On another note, with Adam leaving we have a problem with Zoning Administration, Code Enforcement, and to a lesser degree, DDA, Planning Commission and CDBG administration. I am currently working on a solution to this.



- ✓ **GO GREEN, EECBG PUBLIC SAFETY BUILDING HVAC GRANT** (*Resolution*)  
 We went to bid for the second phase of this grant, being the replacement of the heating system in the Fire Department garage. Sealed bids were opened on February 7<sup>th</sup>, with six returns, one of which was disqualified for late submittal (15 minutes after the deadline and after the others had been opened). Bids ranged from a high of \$19,800 to a low of \$11,200. The staff has checked credentials and insurance submittals and recommends the low bid of MJ Mechanical of St. Charles Michigan, in the amount of \$11,200. A resolution of award and appropriation is included with tonight's agenda.
- ✓ **FIRE DEPARTMENT: 2011 BUDGET & COST RECOVERY** (*Status*)  
 The 2011 Budget was adopted at the meeting of November 22, minus CIP contributions. As indicated, we are looking at long term solutions to all public safety. The cost recovery issue plays into this, however, it is now in a bit of a state of flux based in the introduction of legislation that may prohibit such ordinances.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Status*)  
 Pending report back to the Council.
- ✓ **ZONING CODE AMENDMENT** (*Status*)  
 This matter involves an amendment to the code to regulate medical marijuana facilities as special land use permits in heavy industrial districts. The Planning Commission is in the process of hearing this matter. The Council should have it back soon (I hope anyway) with a recommendation for final adoption. On another matter, the Planning Commission's annual report, as required by the MZEA, is included with tonight's packet, as a reference document.
- ✓ **MILLER-ELMS PDD AMENDMENT, FAMILY FARM & HOME** (*Status*)  
 Pending agreements with the land owner and business owner.
- ✓ **WASTE & RECYCLING SERVICES CONTRACT** (*Presentation*)  
 Our garbage collection and recycling contract will expire on June 30, 2011. As you recall, Mr. Gary Hicks of Republic Waste, our current waste collection contractor, addressed the Council earlier this year on automation, recycling improvements and an offer to extend the current contract. Although the offer is intriguing, given the economic air, we need to go to bid if for no other reason, to price check. If their returns are competitive, then their history over the last five years can certainly be considered in the final decision. Waste Management is very interested in bidding and has requested to address the Council. Mr. Joe Danzick will be present at tonight's meeting to talk about his company and services they offer.
- ✓ **175<sup>th</sup> ANNIVERSARY, MILLER SETTLEMENT** (*Status*)  
 The Historical Society is planning on printing cards for the recognition of the event, the cards to be placed at the various public and civic buildings. They have asked for financial help in purchasing the cards, the cost being \$275 for 4,000. In discussions with Mr. Morgan, I have told them that we do support the effort, but we have very little funds to assist. Our community promotions budget has some room for minor expenses such as this, as long as they are very limited. I can approve this payment as long as the Council has no strong objections. I'll leave open for comments for opposition, if there are any before I make a move on it.

- ✓ **NEIGHBORHOOD STABILIZATION PROGRAM** (*Status*)  
Pending.

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

- ✓ **KIWANIS DONATION** (*Resolution*)

We have two donors that would like to make donations to the DDA, funds earmarked to operate the Summer family Movie Program. Judy and Ray Thornton, on behalf of the Kiwanis, and Steve Mardlin on behalf of Doors Galore. Each will be presenting a check to the City at tonight's meeting for \$400 (total \$800). This will help greatly towards allowing us to conduct the program for another year.

- ✓ **POLICE K-9 DONATION** (*Resolution*)

The Girls High School Basketball Program conducted a community fundraising can drive called the "K-9 Can Drive". Funds raised were collected as community service to be donated to the Swartz Creek Police Department K-9 Program. Officer Nick Paul, Ike, and Rick attended the Girls Varsity Basketball Game on February 7<sup>th</sup> where at halftime, the Varsity Coach Mike Jewell and Assistant Coach Paul Speck along with the Team presented a check for \$700.00. The check has been deposited into the K-9 account. Rick has contacted the media as a mechanism for appreciation. He sums his appreciation as follows: "*it is refreshing to see the effort of our student-athletes giving something back to our community*". I have a resolution for formal acceptance and appreciation included with tonight's program. Below is a "Nick & Rick & Ike" moment.



- ✓ **CDBG DESIGNATION OF AUTHORIZED SIGNATURES** (*Resolution*)

As a periodic requirement, the County needs a municipal declaration for authorized signatures relative to the disbursement and allocation of Community Development Block Grant Funds. Included with tonight's agenda is a resolution designating the City Manager, City Clerk and Finance Director as such.

✓ **AYSO GROUND LEASE REQUEST** (*Information*)

The local AYSO (American Youth Soccer Organization) has inquired if the City would be interested in a “no cost” ground lease agreement for the 20 acres of City property located on Bristol Road between the west lot line of GM-SPO and the Heritage Village Subdivision. They would like to construct soccer fields for practice and competition events on the land. Their proposal fits with our plans for a sports park on the land. As we all know, it will be many years before, and if ever, we have the funds to pursue our plan. Included with tonight’s packet are conceptual drawings and additional information drafted by the local AYSO. I will be back in the future with a better defined direction after I spend additional time with the organization.

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

- *Traffic Lights, Bristol-Miller, GM-SPO.* Pending the direction that GM takes. New traffic counts as to warrants would need to be taken.
- *Sr. Center Budget, Statement, Building Cost Reconciliation.* Pending obtaining documents.
- *Deteriorated Retaining Walls & Planters at City Buildings.* The north wall at the Public Safety Building behind the Police Department collapsed. We are looking at solutions to take care of this more pressing problem first.
- *Tabled Garbage Collection Policy.* Resting comfortably... for now.
- *Youth Programs in Park.* Looking into this. This item is something that might best be suited for the City’s School Liaison Officer. The matter has been referred to the Police Department for review and recommendation.

**City of Swartz Creek**  
**RESOLUTIONS**  
**Regular Council Meeting, Monday February 14, 2011 7:00 P.M.**

**Resolution No. 110214-4A            MINUTES - JANUARY 24, 2011**

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

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held January 24, 2011 to be circulated and placed on file.

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

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

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

**Resolution No. 110214-5A            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 February 14, 2011 to be circulated and placed on file.

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

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

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

**Resolution No. 110214-6A            CITY MANAGER'S REPORT**

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

**I Move** the Swartz Creek City Council approve the City Manager's Report of February 14, 2011, to be circulated and placed on file.

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

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

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

**Resolution No. 110214-8A**

**ACCEPTANCE & APPRECIATION, KIWANIS & DOORS GALORE DONATIONS**

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

**I Move** the City of Swartz Creek, with great appreciation; accept donations from the Swartz Creek Kiwanis and Doors Galore, in the amount of \$400 each, funds to be deposited into the DDA account and earmarked for the operation of the DDA’s Summer Family Movie Program.

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

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

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

**Resolution No. 110214–8C**

**APPROPRIATION & MDOT AGREEMENT, MILLER ROAD REPAIR PROJECT**

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

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

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

**WHEREAS**, the City of Swartz Creek has identified a need to make repairs to Miller Road from Elms to Tallmadge Court, inclusive of the intersection of Miller & Elms, in conformance with the design plans prepared by the City’s consulting engineer; and

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

**WHEREAS**, the Miller Road Project has been obligated for funding and is scheduled to be let for bid in March 2011 under the Michigan Department of Transportation using Surface Transportation Program funding sources; and

**WHEREAS**, estimated costs as determined by the City’s Engineer are as follows:

	<i>Federal Funding</i>	<i>City Match</i>	<i>Total Project Cost</i>
Construction	\$ 338,997	\$ 184,903	\$ 523,900

**NOW, THEREFORE**, be it resolved that the City of Swartz Creek appropriate an amount not to exceed \$523,900, plus 5% contingency, from 202 Major Street Fund, for

the repair of Miller Road between Elms and Tallmadge Court, as set forth in the design plans and specifications approved by the Michigan Department of Transportation, \$338,997 funded by Federal Surface Transportation Funds, the balance, \$184,903 being the City Local Share Obligation.

**BE IT FURTHER RESOLVED**, that the Council for the City of Swartz Creek direct the Mayor, Richard B. Abrams and the City Clerk, Juanita Aguilar, on behalf of the City, to execute an agreement with the Michigan Department of Transportation, a copy of which is attached hereto, MDOT Contract #11-5032, Control Section #STU25402, Project #STP1125(009) and Federal ID #YY-0446.

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

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

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

**Resolution No. 110214-8D                    ACCEPTANCE & APPRECIATION, GIRLS VARSITY BASKETBALL DONATION**

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

**I Move** the City of Swartz Creek, with great appreciation, accept a donation in the amount of \$700, from the Swartz Creek Girls Varsity Basketball Program, funds to be applied to the Police Departments K-9 Program.

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

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

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

**Resolution No. 110214-8E                    APPROPRIATION & BID AWARD - EECBG GRANT, FIRE DEPARTMENT GARAGE HEATING SYSTEM**

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

**WHEREAS**, the City of Swartz Creek received an Energy Efficiency and Conservation Block Grant (EECBG) phase II allocation in the amount of \$12,936.00 to fund replacement of the forced air heating system in the public safety building to a tube heating system; and

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

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



**WHEREAS**, specifications were developed, advertised and returned with sealed bids opened on February 7, 2011, ranging from a high of \$19,800 to a low of \$11,200.

**NOW, THEREFORE**, the City of Swartz Creek hereby awards the lowest bid, being MJ Mechanical in the amount of \$11,200 plus a 20% contingency, and further, directs City staff to enter into a contractor's agreement and commence the project.

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

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

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

**Resolution No. 110214-8F**

**C.D.B.G. DESIGNATION OF AUTHORIZATION**

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

**WHEREAS**, the City of Swartz Creek participates in the Genesee County Community Development Program; and

**WHEREAS**, the Genesee County Community Development Program has requested that we update our authorized signature cards.

**NOW, THEREFORE, BE IT RESOLVED** that the following individuals be authorized to request reimbursement from the Community Development Block Grant Program:

1. Juanita Aguilar, City Clerk
2. Mary Jo Clark, Finance Director
3. Paul Bueche, City Manager

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

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

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

**Resolution No. 110214-8G**

**APPROPRIATION & APPOINTMENT, ENVIRONMENTAL CONSULTING SERVICES, APPLIED ECO-SYSTEMS, MARATHON RE-DEVELOPMENT PROJECT**

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

**I Move** the City of Swartz Creek appoint Applied Eco-Systems, of Burton Michigan, as an independent professional consulting firm, for environmental services related to the Marathon Redevelopment Project, and further, direct the staff to set up a project fund within the General Fund inclusive of revenues and expenses with the initial appropriation of an amount not to exceed \$3,000 for environmental consulting expenses.

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

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

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

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday January 24, 2011 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 01/24/2011**

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, Krueger, Porath, Shumaker.

Councilmembers Absent: Hurt.

Staff Present: City Manager Paul Bueche, Deputy City Clerk Deanna Korth, DPS Director Tom Svrcek.

Others Present: Boots Abrams, Sharon Shumaker, Bob Plumb, Ron Schultz, Lou Fleury, Tommy Butler, Craig Hicks, Bill Morgan, Jim Florence.

**Resolution No. 110124-01**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council hereby excuse the absence of Councilmember Hurt due to family illness.

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

NO: None. Motion Declared Carried.

**APPROVAL OF MINUTES**

**Resolution No. 110124-02**

**(Carried)**

Motion by Councilmember Porath  
Second by Mayor Pro-Tem Krueger

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held January 10, 2010, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

## **APPROVAL OF AGENDA**

### **Resolution No. 110124-03**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of January 24, 2011 to be circulated and placed on file.

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

## **REPORTS AND COMMUNICATIONS:**

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

#### **Resolution No. 110124-04**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Binder

**I Move** the Swartz Creek City Council approve the City Manager's Report of January 24, 2011, to be circulated and placed on file.

YES: 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:**

None.

## **Council Business**

### **Republic Waste Services**

**(Presentation)**

Gary Hicks of Republic Waste Services gave a brief presentation on the company and the proposition of changing the City over to single stream recycling.

### **Historical Society, 175<sup>th</sup> Anniversary**

**(Presentation)**

Len Thomas of the Historical Society made a brief presentation about the 175<sup>th</sup> anniversary of the founding of the Miller Settlement and the celebration that is being planned.

**Energy Efficiency and Conservation Block Grant (EECBG) Go Green Project #2, Fire Garage Heating System**

**Resolution No. 110124-05**

**(Carried)**

Motion by Councilmember Hicks  
Second by Mayor Pro-Tem Krueger

**WHEREAS**, the City of Swartz Creek, planned and completed an HVAC project at the public safety building that was funded by EECBG funds; and

**WHEREAS**, the expenditures for the project were substantially less than originally estimated, leaving \$13,927 of unencumbered grant funds; and

**WHEREAS**, the grant application proposed a match in the amount of \$14,817 that the contract requires be paid and this match amount has not been achieved with only \$3,093.13 spent to date; and

**WHEREAS**, the State Department Energy, Labor, and Economic Growth notified the City that an additional project may be created to spend these dollars within the grant guidelines and to satisfy the match proposal that the City made; and

**WHEREAS**, the City of Swartz Creek must spend additional funds in in-kind services or cash contributions to “match” the EECBG award per the original budget in order to be reimbursed fully for work completed to date; and

**WHEREAS**, another heating project has been identified for the public safety building that will consist of removal and replacement of a tube heating system.

**NOW, THEREFORE**, the City of Swartz Creek hereby directs staff to obtain bids for a tube heating system for the public safety building that would be eligible for the expenditure of the remaining \$13,927 on energy related projects.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek will amend the budgeted local match to reduce this amount by \$5,610.76 to reflect cost savings incurred by administering most of the grant with staff time as opposed to the proposed professional service costs, as well as reductions in the estimated amount of inspection time required.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek shall budget a total of \$9,206.24 of in kind services (accounting for the \$3,093.12 incurred to date and a reduction of \$5,610.76 as noted), leaving \$6,113.11 in in-kind services and/or cash contributions in order to match the total project expenditures and receive reimbursement for all work completed.

Discussion Ensued.

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

**Neighborhood Stabilization Program, Participation**

**Resolution No. 110124-06**

**(Carried)**

Motion by Councilmember Binder  
Second by Mayor Pro-Tem Krueger

**I Move** the City of Swartz Creek direct the City’s participation in the Neighborhood Stabilization Program as administered by the County Metropolitan Planning Organization, in accordance with the stipulations, rules and regulations set forth by the U.S. Housing and Urban Development (HUD) and the Genesee County Metropolitan Planning Organization.

Discussion Took Place.

Councilmember Porath excused himself from the remainder of the City Council Meeting due to prior commitments.

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

**Park Fee Waiver, Swartz Creek Fire Association**

**Resolution No. 110124-07**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Shumaker

**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 July 16, 2011, from 9:00 AM until 6:00 PM, for the Swartz Creek Area Fire Association’s annual picnic.

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

**MEETING OPENED TO THE PUBLIC**

None.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Binder reminded Councilmembers of the chili dinner on February 11, 2011 to benefit the Veteran’s Memorial.

Councilmember Shumaker spoke about the MML magazine article about the Attorney General’s opinions. Mr. Shumaker asked about traffic studies in the vicinity of the General Motors plant on Miller Road.



Mayor Pro-Tem Krueger spoke about a letter some area pastors received from Sheriff Pickell reference pastors and other church officials being able to give permission to people to carry weapons into church services.

**Adjournment**

**Resolution No. 110124-08**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:21 p.m.

YES: Unanimous Voice Vote.  
NO: None. Motion Declared Carried.

Richard Abrams, Mayor

Deanna Korth, Deputy City Clerk

**SWARTZ CREEK POLICE DEPARTMENT  
MOTOR POOL RENTAL HOURS  
JANUARY 2011**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	28	0	0	0
#05-649	40	0	26	0
#05-346	0	0	9	0
#07-375	180	14	48	0
#05-275	67	8	0	8
#09-401	370	8	8	0
#09-226	39	1	8	0
<b>TOTAL</b>	<b>724</b>	<b>31</b>	<b>99</b>	<b>8</b>

# SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 01/01/2011 to 01/31/2011

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
<b>ADMINISTRATIVE</b>					
101 301 702.001	SUPERVISOR	240.000	9.750	240.000	9.750
101 301 702.002	CLERICAL	139.000	0.000	139.000	0.000
<b>PROTECTION</b>					
101 301 702.003	UNIFORMED	597.500	64.250	597.500	64.250
101 301 702.004	NON-UNIFORMED	189.250	0.000	189.250	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	200.250	17.500	200.250	17.500
<b>COMPLAINTS</b>					
101 301 702.006	INVESTIGATIONS	99.750	4.500	99.750	4.500
101 301 702.007	COURT	0.000	2.000	0.000	2.000
<b>TRAINING</b>					
101 301 702.008	TRAINING	3.500	0.000	3.500	0.000
<b>LEAVE TIME</b>					
101 301 702.010	VACATION	12.000	0.000	12.000	0.000
101 301 702.011	HOLIDAY	100.000	0.000	100.000	0.000
101 301 702.012	PERSONAL LEAVE	84.000	0.000	84.000	0.000
<b>TRACK ADMINISTRATIVE</b>					
101 302 702.001	SUPERVISOR	21.000	1.000	21.000	1.000
101 302 702.002	CLERICAL	19.000	0.000	19.000	0.000
<b>TRACK PROTECTION</b>					
101 302 702.003	UNIFORMED	18.250	5.500	18.250	5.500
<b>SCHOOL PROTECTION</b>					
101 303 702.003	UNIFORMED	137.000	12.250	137.000	12.250
<b>LEAVE TIME</b>					
101 303 702.010	VACATION	8.000	0.000	8.000	0.000
<b>PROTECTION</b>					
101 304 702.003	UNIFORMED	1.250	0.000	1.250	0.000

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
TRAINING					
101 304 702.008	TRAINING	12.000	0.000	12.000	0.000
	TOTAL ALL HOURS	1,881.750	116.750	1,881.750	116.750

# SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 01/31/2011

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	8	8
101 301 003.000	VERBAL WARNINGS	55	55
101 301 004.000	WRITTEN WARNINGS	14	14
101 301 005.000	FELONY ARRESTS	6	6
101 301 006.000	MISDEMEANOR ARRESTS	20	20
101 301 007.000	CALLS RECEIVED	265	265
101 301 008.000	TRAFF INJ ACCIDENTS	0	0
101 301 009.000	PROP DAMAG ACCIDENTS	10	10
101 301 010.000	SERVICE REQUESTS	3	3
101 301 011.000	MEETINGS	0	0
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	473	473
101 301 014.000	DESK ASSIGNMENTS	62	62
101 301 015.000	BUSINESS CHECKS	1524	1524
101 301 016.000	VACATION CHECKS	658	658
101 301 017.000	SUSP PERS CHECKED	16	16
<b>TOTAL FUNCTIONS</b>		<b>3114</b>	<b>3114</b>
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	0
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	1	1
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	11	11
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	0
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	0
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	14	14
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>26</b>	<b>26</b>
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	1	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	0	0
101 303 007.000	CALLS RECEIVED	3	3
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	25	25
101 303 012.000	CONFERENCES	0	0

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	104	104
101 303 014.000	DESK ASSIGNMENTS	0	0
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>133</b>	<b>133</b>
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	1	1
101 304 006.000	MISDEMEANOR ARRESTS	0	0
101 304 007.000	CALLS RECEIVED	1	1
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	0	0
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	0	0
101 304 019.000	VEHICLE SEARCHES	0	0
101 304 020.000	NARCOTIC SEARCHES	0	0
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	0	0
101 304 023.000	POSITIVE TRACKS	1	1
101 304 024.000	NEGATIVE TRACKS	0	0
101 304 025.000	AGENCY ASSISTS	0	0
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	0
<b>TOTAL FUNCTIONS</b>		<b>3</b>	<b>3</b>
<b>TOTAL ALL FUNCTIONS</b>		<b>3276</b>	<b>3276</b>



## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date
Traffic	All	01/01/2011	01/31/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1179048		01/01/11	I-69 NEAR MORRISH	TINTED WINDOWS/NO WINDSHIE		
T-1178704		01/01/11	I-69 NEAR MORRISH	NO TAIL/BRAKE LIGHTS		
T-1178544-A		01/02/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1178544-B		01/02/11	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1178545		01/03/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1178585		01/04/11	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1178586		01/04/11	I-69 AT RAMP 002C (MILLER EX)	CARELESS DRIVING		
T-1178546-A		01/04/11	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1178546-B		01/04/11	ELMS NEAR YARMY	NO PROOF INSURANCE/POSSESS		
T-1179069-A		01/05/11	MILLER NEAR MORRISH	HEADLIGHTS		
T-1179069-B		01/05/11	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1178705		01/06/11	MILLER NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		
T-1179010		01/07/11	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1178552		01/07/11	MILLER AT ELMS	IMPROPER LANE USE IN TURN/U-		
T-1178587		01/08/11	MORRISH NEAR FORTINO	NO PROOF INSURANCE/POSSESS		
T-1178706		01/08/11	MILLER NEAR HOLLAND	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1178547		01/09/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1178548		01/10/11	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1178589		01/10/11	ELMS AT BRISTOL	CARELESS DRIVING		
T-1178590		01/11/11	MORRISH AT MAPLE	FAILED TO YIELD LEFT TURN		
T-1178591		01/11/11	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1178592		01/11/11	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1179077		01/12/11	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1179071-A		01/13/11	MILLER NEAR SCHOOL	TAIL LIGHTS (DEFECTIVE, IMPRO		
T-1179071-B		01/13/11	MILLER NEAR SCHOOL	NO PROOF INSURANCE/POSSESS		
T-1179072		01/13/11	ELMS NEAR MILLER	HEADLIGHTS		
T-1178707-A		01/13/11	MILLER NEAR HOLLAND	SUSP/REVOKED/NEVER APPL.		
T-1178707-B		01/13/11	MILLER NEAR HOLLAND	IMPROPER PLATE DISPLAY		
T-1178709		01/15/11	MILLER NEAR FAIRCHILD	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1178593		01/16/11	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1178549-A		01/16/11	MORRISH NEAR I-69	TAIL LIGHTS (DEFECTIVE, IMPRO		
T-1178549-B		01/16/11	MORRISH NEAR I-69	EXPIRED PLATE		
T-1178549-C		01/16/11	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1178594		01/17/11	MILLER NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1178595		01/18/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1179011-C		01/19/11	MILLER NEAR ELMS	OWI		
T-1178710		01/20/11	MILLER NEAR HOLLAND	SUSP/REVOKED/NEVER APPL.		
T-1178711-A		01/21/11	2ND ST NEAR WADE	SUSP/REVOKED/NEVER APPL.		
T-1178711-B		01/21/11	2ND ST NEAR WADE	UNLIGHTED REG PLATE		
T-1178712-A		01/21/11	MILLER NEAR SEYMOUR	SUSP/REVOKED/NEVER APPL.		
T-1178712-B		01/21/11	MILLER NEAR SEYMOUR	TAIL LIGHTS (DEFECTIVE, IMPRO		
T-1178713		01/21/11	CARRIAGE PLAZA -- MILLER, 9061	RECKLESS DRIVING		
T-1178714		01/22/11	MILLER NEAR FORTINO	OWI		
T-1178714-B		01/22/11	MILLER NEAR FORTINO	PASS LEFT OFF ROAD, HILL, OR C		
T-1179012-A		01/23/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1179012-B		01/23/11	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESS		

Tickets so far: 46	Charges so far: 46	Fines Subtotal:	0.00
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## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date
Traffic	All	01/01/2011	01/31/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1179012-C		01/23/11	I-69 NEAR MORRISH	FAILED TO DIM HEADLIGHTS		
T-1178596		01/24/11	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/A		
T-1178553		01/24/11	I-69 AT MORRISH	NO PROOF INSURANCE/POSSESE		
T-1179078		01/25/11	BRISTOL NEAR CANTERBURY	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1179079		01/25/11	MILLER NEAR SCHOOL	HEADLIGHTS		
T-1178550		01/26/11	MILLER NEAR FREDERICK	EXCEEDED POSTED SPEED LIMIT		
T-1179074		01/26/11	MILLER NEAR MORRISH	HEADLIGHTS		
T-1179080		01/26/11	BRISTOL NEAR CANTERBURY	NO PROOF INSURANCE/POSSESE		
T-1179081-A		01/26/11	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1179081-B		01/26/11	BRISTOL NEAR CANTERBURY	NO PROOF INSURANCE/POSSESE		
T-1178715		01/27/11	MILLER NEAR ELMS	CARELESS DRIVING		
T-1178716		01/28/11	MILLER NEAR MORRISH	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1178717		01/29/11	MILLER NEAR SCHOOL	IMPROPER PLATE DISPLAY		
T-1178597		01/30/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1178726		01/30/11	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1179049		01/30/11	I-69 EXT RMP MORRISH	NO PROOF INSURANCE/POSSESE		
T-1178598		01/31/11	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1178599		01/31/11	MILLER NEAR DYE	SEAT BELT DRIVER/PASSENGER		
T-1179075		01/31/11	ELMS NEAR MILLER	NO TAIL/BRAKE LIGHTS		
T-1178751		01/31/11	MILLER NEAR BRISTOL	HEADLIGHTS		
Tickets Total: 66		Charges Total: 66		Fines Total:		0.00

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	JAN 2010	JAN 2011	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	0
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	0
1200-0	ROBBERY	0	1	1
1300-1	NONAGGRAVATED ASSAULT	7	7	7
1300-2	AGGRAVATED/FELONIOUS ASSAULT	0	0	0
1300-3	INTIMIDATION/STALKING	0	2	2
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	2	1	1
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	1	1	1
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	0
2300-3	LARCENY - THEFT FROM BUILDING	0	2	2
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	0	1	1
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	0
2300-7	LARCENY - OTHER	0	0	0
2400-1	MOTOR VEHICLE THEFT	0	0	0
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	1	1
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	0	0
2600-2	FRAUD - CREDIT CARD/ATM	0	0	0
2600-3	FRAUD - IMPERSONATION	0	0	0
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	0
2600-6	FRAUD - BAD CHECKS	0	0	0
2700-0	EMBEZZLEMENT	0	0	0
2800-0	STOLEN PROPERTY	0	1	1

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	JAN 2010	JAN 2011	YR TO DATE
2900-0	DAMAGE TO PROPERTY	1	1	1
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	0
3000-2	RETAIL FRAUD - THEFT	0	0	0
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	2	1	1
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	0	0	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	0
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	2	0	0
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	0	0
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	0	2	2
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	1	0	0
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	0	0	0
5300-2	PUBLIC PEACE - OTHER	0	0	0
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	4	2	2
5400-2	OUIL OR OUID	0	2	2
5400-3	DRIVING LAW VIOLATIONS	7	4	4
5500-0	HEALTH AND SAFETY	1	0	0
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	1	0	0

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	JAN 2010	JAN 2011	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	1	0	0
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	10	8	8
9300-2	NON-TRAFFIC PDA	3	5	5
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	0	0
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	6	8	8
9800-5	ALARMS	0	0	0
9800-6	CIVIL	4	1	1
9800-7	SUSPICIOUS SITUATION	1	0	0
9800-8	LOST AND FOUND PROPERTY	0	3	3
9800-9	OVERDOSE	0	0	0
9900-1	SUICIDE	1	0	0
9900-2	DOA - NATURAL	1	2	2
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	2	1	1
9900-9	GENERAL - NON CRIMINAL	3	2	2

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	JAN 2010	JAN 2011	YR TO DATE
Totals:		62	59	59



**Public Works**  
**Monthly Work Orders**  
02/03/11

Work Order	Location ID	Customer Name	Date Read	Type
Work Order Status		Service Address	Date Comp	
CKME10-0157 COMPLETED	WO10-005235-0000-01	KITSON, BENJAMIN 5235 WORCHESTER DR	01/11/11 01/11/11	CHECK METER
FLAG11-0040 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/14/11 01/18/11	LOWER/RAISE FLAG
FLAG11-0041	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/21/11	LOWER/RAISE FLAG
FNRD11-0257 COMPLETED	EL10-003235-0000-04	DECKER, JAMES 3235 ELMS RD	01/11/11 01/11/11	FINAL READ
MTRP11-0312 COMPLETED	DA10-005189-0000-03	BROWN, RYAN 5189 DAVAL DR	01/21/11 01/21/11	METER REPAIR
MTRP11-0313 COMPLETED	CH20-009079-0000-01	WHETSTONE, ROBYN 9079 CHESTERFIELD DR	01/21/11 01/21/11	METER REPAIR
MTRP11-0314	WO10-005249-0000-01	RILEY, KEITH 5249 WORCHESTER DR	01/28/11	METER REPAIR
READ11-0164 COMPLETED	DU10-005248-0000-01	PETERSON, WILLIAM J 5248 DURWOOD DR	01/21/11 01/21/11	READ METER
READ11-0165	EL10-003277-0000-03	MITCHELL, AMANDA 3277 ELMS RD	01/26/11	READ METER
READ11-0166 COMPLETED	CC10-007384-0000-01	RAMBERG, EVA 7384 CROSSCREEK DR	01/26/11 01/26/11	READ METER
READ11-0167 COMPLETED	DO10-005410-0000-01	MEADER, JANIS 5410 DON SHENK DR	01/26/11 01/26/11	READ METER
READ11-0168 COMPLETED	CO20-007450-0000-02	RINGSTAFF, NEAL 7450 COUNTRY MEADOW DR	01/26/11 01/26/11	READ METER
READ11-0169 COMPLETED	CO20-007482-0000-01	BARTON, RAYMOND 7482 COUNTRY MEADOW DR	01/26/11 01/26/11	READ METER
READ11-0170 COMPLETED	CH40-004284-0000-01	BOYER, LOUISE 4284 CHAPEL LN	01/26/11 01/26/11	READ METER
READ11-0171 COMPLETED	MI10-005387-0000-01	BOWLES, RICHARD 5387 MILLER RD	01/26/11 01/26/11	READ METER
READ11-0172 COMPLETED	GR20-007488-0000-01	SOBOTA, DANIEL 7488 GROVE ST	01/26/11 01/26/11	READ METER
READ11-0173 COMPLETED	CH20-009146-0000-01	SCOTT, TONI 9146 CHESTERFIELD DR	01/26/11 01/26/11	READ METER
READ11-0174 COMPLETED	SC20-005119-0000-02	LLOYD, LYNNE 5119 SCHOOL ST	01/26/11 01/12/11	READ METER
READ11-0175 COMPLETED	WI10-005304-0000-01	PERKINS, GEORGE 5304 WINSHALL DR	01/26/11 01/26/11	READ METER
READ11-0176 COMPLETED	SC10-004966-B006-01	MARI-DAN MILLER FARMS 4966 SCHAFFER # B006 DR	01/26/11 01/26/11	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
SWBK11-0017 COMPLETED	NO10-009160-0000-03	COOPER, TIFFANIE 9160 NORBURY DR	01/12/11 01/12/11	SEWER BACKUP
SWR11-0020 COMPLETED	CA10-008448-0000-02	BOWDISH, MIKE 8448 CAPPY LN	01/14/11 01/14/11	SEWER DRAIN PROBL
WOFF10-0399 COMPLETED	GR10-005332-0000-01	CROSS, J WAYNE 5332 GREENLEAF DR	01/03/11 01/03/11	WATER TURN OFF
WOFF10-0400 COMPLETED	WI10-005182-0000-01	ALEXANDER, LINDA J 5182 WINSHALL DR	01/03/11 01/03/11	WATER TURN OFF
WOFF11-0403 COMPLETED	MA20-008041-0000-03	PARRY, GERRY 8041 MAPLE ST	01/26/11 01/26/11	WATER TURN OFF
WOFF11-0404 COMPLETED	SC20-005097-0000-02	SHEPPARD, SHIRLEY 5097 SCHOOL ST	01/26/11 01/26/11	WATER TURN OFF
WOFF11-0405 COMPLETED	MA20-008012-0000-02	FONG, SUZANNE 8012 MAPLE ST	01/26/11 01/26/11	WATER TURN OFF
WOFF11-0406 COMPLETED	MO10-004278-0000-03	PETROLINA INC. 4278 MORRISH RD	01/26/11 01/26/11	WATER TURN OFF
WOFF11-0407 COMPLETED	WI10-005304-0000-01	PERKINS, GEORGE 5304 WINSHALL DR	01/26/11 01/26/11	WATER TURN OFF
WREP11-0018 COMPLETED	WI10-005360-0000-01	MCKNIGHT, GREGORY 5360 WINSHALL DR	01/11/11 01/11/11	WATER REPAIRS
WTON11-0311 COMPLETED	MI10-007297-0000-02	AMERICAN ASSOCIATES 7297 MILLER RD	01/21/11 01/21/11	WATER TURN ON
WTON11-0312 COMPLETED	MA20-008041-0000-03	PARRY, GERRY 8041 MAPLE ST	01/26/11 01/26/11	WATER TURN ON

Total Records: 32



DPS ACTIVITY - JANUARY 2011

	<u>REG</u>	<u>HOL</u>	<u>VAC</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
<b>101 GENERAL FUND</b>						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK						
783.0 ELMS PARK	2.00			0.04		
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	21.84	8.04	2.95	2.30		
792.0 P S BLDG	6.79	0.67		0.25		
793.0 CITY HALL	4.38	1.00		0.27		
794.0 COMM PROMO	41.36			1.44		
796.0 CEMETERY						
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
441.0 PARK & RIDE SNOW						
463.0 STREET MAIN	11.00	8.07	5.89	0.33		
474.0 TRAFFIC						
478.0 SNOW & ICE	36.36	8.74	5.89	1.22	23.50	4.00
482.0 ADMIN	3.10	0.89	0.33	0.10		
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	8.00	5.34		2.00		
474.0 TRAFFIC						
478.0 SNOW & ICE	61.00	4.67		1.96	7.00	
482.0 ADMIN	3.10	0.89	0.33	0.10		
<b>226 GARBAGE FUND</b>						
441.0 PARK & RIDE GARBAGE	2.00	2.00		1.00		
528.0 COLLECT	6.00	2.00		1.00		
530.0 WOODCHIPPING	5.62	1.60	0.60	0.16		
782.0 WINSHALL PARK GARBAGE	2.26	0.67		0.08		
783.0 ELMS PARK GARBAGE	5.26	2.66		1.12		
793.0 CITY HALL	4.38	1.00		0.27		
<b>590 WATER</b>						
540.0 WATER SYSTEM	83.34	41.40	12.75	13.00	2.00	8.00
540.0 WATER-ON CALL	1.26			0.08		
542.0 READ & BILL	12.00	1.33		0.31		
793.0 CITY HALL	4.40	1.00		0.29		
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	69.34	23.32	6.84	5.93		
536.0 SEWER-ON CALL	1.26			0.08		
537.0 LIFT STATION	9.26	3.68	1.47	1.21		
542.0 READ & BILL	5.00	1.33		0.12		
793.0 CITY HALL	4.40	1.00		0.29		
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	22.79	6.70	2.95	1.55		
	437.50	128.00	40.00	36.50	32.50	12.00
<b>HOLIDAY</b>						
<b>VACATION</b>						
<b>ABSENT</b>						
<b>DAILY HOURS TOTAL</b>	<b>437.50</b>	<b>128.00</b>	<b>40.00</b>	<b>36.50</b>	<b>32.50</b>	<b>12.00</b>

JANUARY 2011	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	430	51	
07-03 P/U 4WD	359		42
09-03 P/U 4WD	497		54
#2 P/U 2WD	91	21	
#6-00 BACKHOE			24
#9 DUMP	35	28	
#10 DUMP	128	24	
#11 DUMP	95		
#12-02 DUMP	541		116
#12-04 DUMP	802		213
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			17
#19 JD TRACTOR			
#06-99 BUCKET TRUCK	7	12	
#21 WOOD CHIPPER			
#23 STREET SWEEPER			
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10	552	40	
<b>TOTAL</b>	<b>3537</b>	<b>176</b>	<b>466</b>

02/01/2011

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 01/01/2011 - 01/31/2011

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
01/06/2011	34332	67TH DISTRICT COURT	BOND FOR JERELL KEON BATSON	100.00
01/06/2011	34333	68TH DISTRICT COURT	BOND FOR ANDRELL TURNER	100.00
01/06/2011	34334	ADAM H ZETTEL	DECEMBER 2010 INVOICE	958.75
01/06/2011	34335	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.94
			UNIFORMS, MATS, SUPPLIES, ENV.	73.32
				100.26
01/06/2011	34336	BASIC	COPAY/OFFICE VISIT ESKEW	29.10
01/06/2011	34337	BASIL AND CORALENE BLOSS	SUPP MEDICAL REIMB JULY-DEC 2010	2,118.12
01/06/2011	34338	CITY OF SWARTZ CREEK	WINTER 2010 TAXES 3350 DYE	194.90
			WINTER 2010 TAXES 3386 DYE RD	192.95
				387.85
01/06/2011	34339	COMCAST BUSINESS	1/1-1/31/11 PUBLIC SAFETY BLDG	139.85
01/06/2011	34340	DAVID WRIGHT	CDL RENEWAL	25.00
01/06/2011	34341	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,732.32
01/06/2011	34342	FRONTIER	1/13/10-1/12/11 635-4495	51.96
01/06/2011	34343	GAIL M RICKETTS	QUIT CLAIM DYE RD PROPERTY	1.00
01/06/2011	34344	GEN CTY REGISTER OF DEEDS	DEED RECORDING FEE FOR DYE RD PROP	14.00
01/06/2011	34345	GILL ROYS HARDWARE	PLUG IN CO DETECTOR	23.88
			6-OUTLET POWER STRIP (3)	44.94
			CLEANING PRODUCTS/SOAP	11.45
			FURNACE FILTER/FLASHLIT/TOILET BOWL CLNR	24.20
			SOAP/DISHWAND/MOUSETRAP	16.60
			DECEMBER 2010 DISCOUNT	(3.00)
				118.07
01/06/2011	34346	JOAN ADAMS	TAX OVRPMT 4467 COLONY CT	8.00
01/06/2011	34347	JOHNS TRUCK SERVICE	REPAIR LIGHTS ON DODGE PICKUP	361.60
			REPLACE P/S PUMP AND LINE	554.70

			REPAIR STROBE LIGHTS	90.00
				1,006.30
01/06/2011	34348	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2010-OCT 31, 20	2,233.33
01/06/2011	34349	LARRY HOLLAND	UB REFUND 9271 CEDAR CREEK	70.58
01/06/2011	34350	MATT BELMONTI	CLEAR CITY LOTS & WALKS 12/12-12/13	886.00
01/06/2011	34351	MEL'S TRANSMISSION SERVICE	REBUILD TRANSMISSION	900.00
01/06/2011	34352	MICH ASSOC MUNICIPAL CLERKS	MAMC MBRSHIP RENEWAL 2011/AGUILAR	50.00
01/06/2011	34353	MICHIGAN METER TECHNOLOGY GRP., INC	BATTERY CHARGER	266.73
01/06/2011	34354	PURCHASE POWER		2,019.99
01/06/2011	34355	ROBERT BENSCH	TAX OVRPMT 58-36-577030 7255 MILLER	2.76
01/06/2011	34356	ROBERT R DAVIS	OCT-DEC 2010 MECH/PLUMB INSP	635.00
01/06/2011	34357	ROWE PROFESSIONAL SERVICES CO	PREP OF DESIGN, BID SPECS, MDOT APPL AND	4,777.50
01/06/2011	34358	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY11	19,695.68
01/06/2011	34359	SCHAEFER'S OFFICE SOURCE	TRASH BAGS/TOWELS/TOISSUE	164.90
01/06/2011	34360	SW CREEK AREA CHAMBER OF COMMERCE	CHAMBER ANNUAL MEMBRSHP DUES	150.00
01/06/2011	34361	SWARTZ CREEK AREA FIRE DEPT.	NOV 2010 MONTHLY RUNS	2,815.19
01/06/2011	34362	VALLEY PETROLEUM	12/16-12/31/10 FUEL USAGE - DPW	280.67
01/06/2011	34363	VALLEY PETROLEUM	12/16-12/31/10 FUEL USAGE - POLICE	864.73
01/13/2011	34364	A+ SUPPLY CO INC	HALL LIGHT PS BUILDING	41.87
01/13/2011	34365	ADVANCED RANGES INC	DEPT FIREARM TRAINING 12-16-10	110.00
01/13/2011	34366	ALLIE BROTHERS INC	L/S UNIFORM SHIRT	49.89
01/13/2011	34367	AMERICAN MESSAGING	JANUARY 2011	20.69
01/13/2011	34368	ARROW UNIFORM RENTAL	UNIFORM MATS, SUPPLIES, ENV	89.47
			MATS, SUPPLIES	27.00
				116.47
01/13/2011	34369	BASIC	AFSCME & UNION HEALTH REIMB	38.25
01/13/2011	34370	BLACKMORE ROWE INS	PUBLIC OFFICIAL BOND-KORTH	100.00
01/13/2011	34371	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGREEMENT	48.40
01/13/2011	34372	C & H CONSTRUCTION CO INC	GATE VALVE REPAIR- SEYMOUR & DURWOOD	842.50
			WATER MAIN REPAIR 5285 WORCHESTER	873.25
			WATER MAIN REPAIR 7335 MILLER	1,594.00
			WATER MAIN REPAIR SEYMOUR AND OAKVIEW	2,136.90
				5,446.65
01/13/2011	34373	CHASE HOME FINANCE	WIN10 TAX OVRPMT 58-36-651-234	395.98
01/13/2011	34374	CHASE HOME FINANCE	WIN 2010 TAX OVRPMT 58-02-528-010	212.20

01/13/2011	34375	CITY OF SWARTZ CREEK	PETTY CASH REIMBURSEMENT	97.29
01/13/2011	34376	CITY OF SWARTZ CREEK	PETTY CASH REIMBURSEMENT	175.11
01/13/2011	34377	CLARK FIRE & SAFTEY INC	SAFETY SEALS, O RINGS, VALVE STEM	102.00
01/13/2011	34378	CONSUMERS ENERGY	12/1-12/31/10 4524 MORRISH	45.60
01/13/2011	34379	CONSUMERS ENERGY	12/1-12/31/10 ELMS PARKING LOT	31.10
01/13/2011	34380	CONSUMERS ENERGY	12/1-12/31/10 SIRENS	26.47
01/13/2011	34381	CONSUMERS ENERGY	12/1-12/31/10 STREET LIGHTS	10,514.06
01/13/2011	34382	CONSUMERS ENERGY	12/1-12/31/10 TRAFFIC LIGHTS	432.05
01/13/2011	34383	CONSUMERS ENERGY	12/4/10-1/5/11A WINSHALL RESTROOMS	26.62
01/13/2011	34384	CONSUMERS ENERGY	12/4/10-1/6/11A 8011 MILLER	45.59
01/13/2011	34385	CONSUMERS ENERGY	12/4/10-1/6/11A 8059 FORTINO	31.42
01/13/2011	34386	CONSUMERS ENERGY	12/4/10-1/5/11A 8499 MILLER	18.67
01/13/2011	34387	CONSUMERS ENERGY	12/4/10-1/5/11A 5257 WINSHALL	19.84
01/13/2011	34388	CONSUMERS ENERGY	12/4/10-1/5/11A 8301 CAPPY	283.08
01/13/2011	34389	CONSUMERS ENERGY	12/4/10-1/5/11A 5361 WINSHALL	19.84
01/13/2011	34390	CONSUMERS ENERGY	12/4/10-1/5/11E 9099 MILLER	28.86
01/13/2011	34391	CONSUMERS ENERGY	12/4/10-1/6/11A 8100 CIVIC	1,903.78
01/13/2011	34392	CONSUMERS ENERGY	12/4/10-1/5/11A 8095 CIVIC	1,067.37
01/13/2011	34393	CONSUMERS ENERGY	12/4/10-1/6/11A 5121 MORRISH	907.86
01/13/2011	34394	CONSUMERS ENERGY	12/4/10-1/5/11A 8083 CIVIC	986.28
01/13/2011	34395	COOKS DIESEL RV & TRUCK REPAIR	TRANSMISSION REPAIR-LABOR	799.49
01/13/2011	34396	CREEK AUTO SERVICES LLC	REPLACE R REAR AXLE 05-275	509.42
			REPL A/C COND, MNTH MAIN FRT BRKS 09-401	1,353.50
				1,862.92
01/13/2011	34397	DONALD KORTH	WKSTATION SETUP, CONFIG PROFILES	75.00
01/13/2011	34398	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	128.50
01/13/2011	34399	FIRST PLACE BANK	WIN10 TAX OVRPMT 58-36-526-068	307.16
01/13/2011	34400	GEN CTY SMALL CITIES ASSOC.	2011 DUES SML CITIES & VILLAGES	100.00
01/13/2011	34401	KENDALL PRINTING	PRV PROP ACC REP & DAILY'S	170.69
01/13/2011	34402	KNAPHEIDE TRUCK EQUIPMENT	TENCO STEEL CURB SHOE	142.84
01/13/2011	34403	LEON BUNING	ELEC INSP OCT-DEC 2010	420.00
01/13/2011	34404	LETAVIS ENTERPRISES INC.	CAR WASHES SEP-OCT 2010	222.75
01/13/2011	34405	MATT BELMONTI	SHOVELING MUN & CITY WALKS	130.00
01/13/2011	34406	MICHIGAN METER TECHNOLOGY GRP., INC	MAGNETIC LOCATER & IDENTIFIER	750.00
01/13/2011	34407	MID MICHIGAN MANUFACTURING	JETTED SEWER BEFORE 5362 DON SHENK	395.00
			TV SEWER 7493 MILLER	290.00
			JETTED SEW LINES-SEVERAL	1,897.50
				2,582.50

01/13/2011	34408	PAUL BUECHE	SMALL CITIES MTG DINNER 11 X 10.59 + TIP	139.79
01/13/2011	34409	RIEGLE PRESS INC	2011 UNIV CALENDAR (DORT)	15.57
01/13/2011	34410	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	56.26
01/13/2011	34411	SIMEN FIGURA & PARKER PLC	DEC 2010 GENL/TRAFFIC/ORD	3,722.00
01/13/2011	34412	SUBURBAN AUTO SUPPLY	O RING FRONT FLOW	0.94
01/13/2011	34413	SWARTZ CREEK SCHOOLS	10 CASES OF PAPER	259.90
01/13/2011	34414	UNDERGROUND SECURITY COMPANY	STORAGE FOR SEC REC 1/1/11-12/31/11	149.10
01/13/2011	34415	UPS	UPS SHIPPING	7.71
01/13/2011	34416	VILLAGE CLEANERS	NOV 2010 UNIFORM CLEANING	127.00
01/13/2011	34417	WALDORF AND SONS INC	REP WATER SVC LINE 5414 WINSHALL	720.00
01/20/2011	34418	AMERAPLAN INC	BILLING FOR FEB 2011	339.00
01/20/2011	34419	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV	77.04
			MATS, SUPPLIES	27.00
				104.04
01/20/2011	34420	BLUE CARE NETWORK-EAST MI	RETIREE MEDICAL INSURANCE	2,919.56
01/20/2011	34421	CONSUMERS ENERGY	12/8/10-1/7/11A 6425 MILLER PARK & RIDE	76.56
01/20/2011	34422	CONSUMERS ENERGY	12/8-1/7/11E 4125 ELMS	31.41
01/20/2011	34423	CONSUMERS ENERGY	12/8-1/7/11A 4125 ELMS PAV	22.98
01/20/2011	34424	DELTA VISION	FEB 11 VISION - RETIREES	21.30
01/20/2011	34425	DENNIS MITCHELL	CHIPPING	780.00
01/20/2011	34426	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,723.56
			ROAD SALT AT \$54.69 PER TON	2,788.10
				5,511.66
01/20/2011	34427	FLINT JOURNAL	PLAN COMM PUB HEARING AD	89.76
01/20/2011	34428	FLINT WELDING SUPPLY	CYLINDER, COMP OXYGEN	5.00
01/20/2011	34429	GILL ROYS HARDWARE	LIQUID SOAP REFILLS	6.76
01/20/2011	34430	KNAPHEIDE TRUCK EQUIPMENT	UNDER BODY SCRAPER	105.17
01/20/2011	34431	LEXISNEXIS RISK SOLUTIONS INC.	CLINIC COLLECTION/MILEAGE	4.11
01/20/2011	34432	LIGHTHOUSE TITLE INC	7367 CROSSCREEK OVERPAYMENT	275.38
01/20/2011	34433	MICHIGAN MUNICIPAL LEAGUE	MEMBERSHIP RENEWAL	2,831.00
01/20/2011	34434	MID MICHIGAN MANUFACTURING	UNPLUGGED SEW MAIN 3237 ELMS	302.50
01/20/2011	34435	NEXTEL COMMUNICATIONS	DEC 2010 MONTHLY BILL	479.15
01/20/2011	34436	SUBURBAN AUTO SUPPLY	WIPER BLADES	19.90
			HYDRAULIC FLUID	85.90



				105.80
01/20/2011	34437	SWARTZ CREEK AREA FIRE DEPT.	DEC 2010 MONTHLY RUNS	1,429.70
01/20/2011	34438	UNUM LIFE INSURANCE	FEB 11 LIFE INS SHANNON/SNELL	12.05
01/20/2011	34439	VALLEY PETROLEUM	FUEL USAGE - DPW	993.11
01/20/2011	34440	VALLEY PETROLEUM	FUEL USAGE-POLICE	923.06
01/27/2011	34441	ADS PLUS PRINTING LLC	REG ENV 4000/WINDOW ENV 4000/LTRHEAD 500	662.70
01/27/2011	34442	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES ENV.	76.46
			MATS, SUPPLIES	27.00
				103.46
01/27/2011	34443	BASIC	COPAY/OFFICE VISIT CLOLINGER KORTH	172.85
01/27/2011	34444	COMCAST BUSINESS	1/26-2/25/11 CITY HALL	268.80
01/27/2011	34445	DELTA DENTAL PLAN	FEB 2011 DENTAL - RETIREES (4)	249.50
01/27/2011	34446	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,660.67
01/27/2011	34447	FRONTIER	1/13-2/12/11 635-4495	51.67
01/27/2011	34448	GEN CTY ROAD COMMISSION	DEC. 2010 S-MTCE & OPERATIONS	309.45
01/27/2011	34449	GEN CY PROSECUTORS OFFICE	FORFEITURE FEE 15% PROS OFFICE D. SCOTT	41.25
			FORFEITURE FEE 15% PROS OFFICE Q. THOMAS	105.00
				146.25
01/27/2011	34450	GENESEE COUNTY TREASURER	2011 PERSONAL PROP TAX STMTS (292)	190.68
01/27/2011	34451	GENESEE CTY DRAIN COMMISSIONER	DEC. 2010 COMM/READY TO SERVE	66,135.74
01/27/2011	34452	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	300.00
01/27/2011	34453	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2010-OCT 31, 20	2,233.33
01/27/2011	34454	MATT BELMONTI	CLEAR CITY LOTS & WALKS 1/4-1/16/11	1,426.00
01/27/2011	34455	MID STATES BOLT AND SCREW CO	BOLTS/LOCKNUTS/WIRING TOOL	40.77
01/27/2011	34456	QUANTRAIL THOMAS	FORFEITED MONEY RTN CLAIMANT 10-623	193.00
01/27/2011	34457	SHULTS EQUIPMENT	CSB BLADE RETURN (8)	(160.00)
			CARBIDE BLADES (6)/CURB GUARD (2)	1,475.12
				1,315.12
01/27/2011	34458	SUBURBAN AUTO SUPPLY	PRIMARY WIRE/16-14 GAUGE TERM	12.17
01/27/2011	34459	U. S. POST OFFICE	STANDARD MAIL/FEE FOR RENEWAL	185.00
01/31/2011	34460	U. S. POST OFFICE	POSTAGE FOR WATER/SEWER BILLS	584.57

GEN TOTAL of 129 Non-Void Checks:

174,547.84



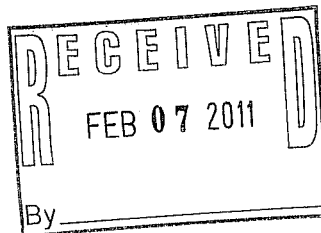
STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

February 3, 2011

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



Dear Ms. Aguilar:

RE: MDOT Contract No.: 11-5032  
Control Section: STU 25402  
Job Number: 111974

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

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

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

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

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

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

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

Sincerely,  
*Jackie Burch*  
Jackie Burch  
Contract Processing Specialist  
Real Estate Division

Enclosure

STP

DAB

Control Section	STU 25402
Job Number	111974
Project	STP 1125(009)
Federal Item No.	YY 0446
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	11-5032

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SWARTZ CREEK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Swartz Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 18, 2011, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing work along Miller Road from Elms Road northeasterly to Tallmadge Court; including concrete pavement repairs, concrete curb and gutter, sidewalk ramps, and pavement marking work; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

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

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

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

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

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

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$338,997, or (2) an amount such that 81.85 percent, the

normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

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

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

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

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

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING

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

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

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

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

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

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

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

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

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

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

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

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

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

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.



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

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

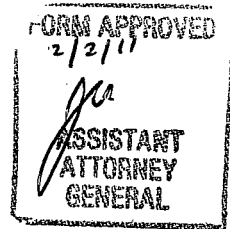
CITY OF SWARTZ CREEK

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

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

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



January 18, 2011

EXHIBIT I

CONTROL SECTION	STU 25402
JOB NUMBER	111974
PROJECT	STP 1125(009)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$523,900
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$523,900
Less Federal Funds*	<u>\$338,997</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$184,903

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

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

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

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



## SECTION III

### ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

## SECTION IV

### MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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



## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

March, 1998

APPENDIX B

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

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

## APPENDIX C

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

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

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

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

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

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

**City of Swartz Creek  
Public Safety Building Tube Heating  
Bid Solicitation, Specifications, and Requirements  
January 25, 2011**

The City of Swartz Creek is seeking bids for the acquisition and installation of a tube heating system 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 February 7, 2011. 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 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 forced air heating equipment including a NEPA waste management plan.
2. Install four (4) two-stage low intensity gas fired infra-red tube heaters and accessories, such tube heaters shall meet, exceed, or be quite comparable to the HL3 Series Re-Verber-Ray radiant gas heating system.
  - a. Includes gas pipe
  - b. Includes vent and combustion air kits
  - c. Includes all electrical work
  - d. Includes removal of existing unit heaters
  - e. Includes submissions for any and all rebates
  - f. Inclusion of setback thermostats
3. Relocate or otherwise accommodate existing overhead lighting.
4. Provide details concerning any and all rebates or credits.
5. Provide eighteen month workmanship warranty.
6. Provide five year burner warranty.
7. Provide one year burner box components warranty.
8. Provide three year combustion and radiant tube warranty.
9. Provide one year preventive maintenance program.
10. Provide all necessary permits required for installation.

\*\*All bidders must complete a site visit\*\*

## 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 **March 14, 2011**.

### 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 Tom Svrcek, Director of Public Service of the City of Swartz Creek, for approval and distribution as a bid amendment.

\* \* \* \* \*

**City of Swartz Creek  
Public Safety Building Tube Heating  
Bid Sheet  
January 25, 2011**

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: \_\_\_\_\_

**!!!All bids must be sealed!!!**





\* \* \* \* \*

**City of Swartz Creek  
Public Safety Building Tube Heating  
Bid Sheet  
January 25, 2011**

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:

\$ 11,200.00

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): STEPHEN BEAN DATE: 2-7-2011

SIGNATURE:  DATE: 2-7-2011

ADDRESS: 11787 PRIOR Rd  
ST. CHARLES MI 48655

PHONE: 989-865-9633

**!!!All bids must be sealed!!!**

**ACORD** CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)  
02/07/11

**PRODUCER**  
  
**FEDERATED MUTUAL INSURANCE COMPANY**  
 Home Office: P.O. Box 328  
 Owatonna, MN 55060  
 Phone: 1-888-333-4949

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**  
  
 MJ MECHANICAL SERVICES INC  
 11787 PRIOR  
 ST CHARLES MI 48655

**COMPANIES AFFORDING COVERAGE**

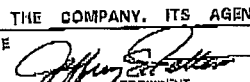
COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

**COVERAGES**  
 THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	9322009	03/01/11	03/01/12	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9322009	03/01/11	03/01/12	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	996288	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	9924999	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**  
 2369381  
 CITY OF SWARTZ CREEK  
 8083 CIVIC DR  
 SWARTZ CREEK MI 48473

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  71  
 PRESIDENT

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)  
02/07/11

**PRODUCER**  
  
**FEDERATED MUTUAL INSURANCE COMPANY**  
 Home Office: P.O. Box 328  
 Owatonna, MN 55060  
 Phone: 1-888-333-4949

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**COMPANIES AFFORDING COVERAGE**

COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

**INSURED** 236-936-1  
  
**MJ MECHANICAL SERVICES INC**  
 11787 PRIOR  
 ST CHARLES MI 48655

**COVERAGES**  
 THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	9322009	03/01/10	03/01/11	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COM/OP AGG \$ 2,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
	FIRE DAMAGE (Any and first) \$ 100,000				
	MED EXP (Any and person) \$				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9322009	03/01/10	03/01/11	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	AUTO ONLY - EA ACCIDENT \$				
	OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$				
A	GARAGE LIABILITY ANY AUTO				EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	996288	03/01/10	03/01/11	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	9924999	03/01/10	03/01/11	<input checked="" type="checkbox"/> WE STATUTORY LIMITS <input type="checkbox"/> OTHER
	EL EACH ACCIDENT \$ 500,000				
	EL DISEASE - POLICY LIMIT \$ 500,000				
	EL DISEASE - EA EMPLOYEE \$ 500,000				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**  
 2369361  
**CITY OF SWARTZ CREEK**  
 8083 CIVIC DR  
 SWARTZ CREEK MI 48473

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE *Jeffrey S. ...* 72  
 PRESIDENT

\* \* \* \* \*

**City of Swartz Creek  
Public Safety Building Tube Heating  
Bid Sheet  
January 25, 2011**

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:

\$ 14,631 .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): Mark Bruckman DATE: 2/7/11

SIGNATURE: [Signature] DATE: 2/7/11

ADDRESS: 67298 FENTON RD  
GRAND BLANC, MI 48439

PHONE: 810-232-1160

**!!!All bids must be sealed!!!**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

02/07/2011

**PRODUCER** (810)629-1566 FAX (810)629-7738  
**Smith-Peabody-Stiles, Diversified, Brown & Brown**  
 1190 Torrey Rd.  
 Fenton, MI 48430-3326

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** WM Floyd Heating Co  
 G7298 Fenton Road  
 Grand Blanc, MI 48439

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Co.	10677
INSURER B: MCIM	
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 INSRD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ/JECT <input type="checkbox"/> LOC	CPP 083 56 49	06/01/2010	06/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPA 0835649	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (EA accident) \$ 500,000 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 AUTO ONLY: EA ACC \$ AGG \$
	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CPP 0835649 UMB	06/01/2010	06/01/2011	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC100-0010626-2007	06/01/2010	06/01/2011	WC STATUTORY LIMITS OFF-ERS E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,500,000 E.L. DISEASE - POLICY LIMIT \$ 1,500,000
A	OTHER Installation Floater Rented/Leased Equipment	CPP0723496 CPP0723496	06/01/2010 06/01/2010	06/01/2011 06/01/2011	Installation Floater \$110,000 \$100,000

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

Project- EECBG Bid  
 The coverage shall be primary and noncontributory with regards to 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

### CERTIFICATE HOLDER

### 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 10 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

David Lucas/KLB

*David D. Lucas*

\* \* \* \* \*

**City of Swartz Creek  
Public Safety Building Tube Heating  
Bid Sheet  
January 25, 2011**

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:

\$ 19,250 .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): WILLIAM E. WALTER, INC. DATE: 2-7-2011

SIGNATURE:  DATE: 2-7-2011

ADDRESS: 1917 HOWARD AVE.  
FLINT, MI 48503

PHONE: 810-232-0740

**!!!All bids must be sealed!!!**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2010

PRODUCER (248)853-0930 FAX (248)853-1512  
**Allied Insurance Managers, Inc.**  
 1055 South Blvd. East  
 Suite #110  
 Chester 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 **William E. Walter, Inc.**  
 1917 Howard Avenue  
 Flint, MI 48503

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 LTR	ADD'L 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  <input type="checkbox"/> 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	WCV0336783	10/01/2010	10/01/2011	X	<table border="1"> <tr> <td>-WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	-WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
-WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														
		OTHER													

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

## CERTIFICATE HOLDER

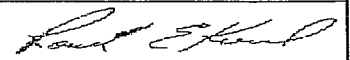
*for Proposal Only*

## 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

Ronald Kosma1/JRA







# CERTIFICATE OF LIABILITY INSURANCE

OP ID DL  
WILLI-8DATE (MM/DD/YYYY)  
08/19/10

PRODUCER  
Barnhart Gremel Marsh Agency  
1063 West Hill Rd Ste E  
Flint MI 48507-4750  
P: 810-244-9200 Fax: 810-235-8926

INSURED  
William E Walter Inc  
PO Box 391  
Flint MI 48501

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	NAIC #
INSURER A: Westfield Companies	24112
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> OWNERS & CONT PRO GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMM 3484989	09/01/10	09/01/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CMM 3484989	09/01/10	09/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	NO COVERAGE PROVIDED			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CMM 3484989	09/01/10	09/01/11	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	NO COVERAGE PROVIDED			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b> Equipment Floater *Leased/Rented	CMM 3484989	09/01/10	09/01/11	* 250,000

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

CERTIFICATE HOLDER

*For Proposal Only*

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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  
Mark Christenson

\* \* \* \* \*

**City of Swartz Creek  
Public Safety Building Tube Heating  
Bid Sheet  
January 25, 2011**

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:

\$ 16,252.00

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:

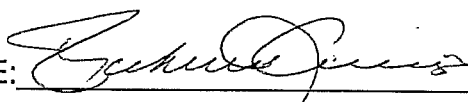
1. Conducted a facility inspection
2. Conducted an investigation into product suitability for the Buy American provisions
3. Investigated and included the impact of the Davis Bacon Act requirements into the bid
4. Attached a copy of the required liability insurance

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

Dee Cramer, Inc.

NAME (PRINTED): Richard J. Cramer, II DATE: 02/07/11

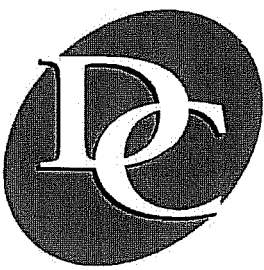
SIGNATURE:  DATE: 02/07/11

ADDRESS: 4221 E. Baldwin Road

Holly, MI 48442

PHONE: (810) 579-5000

**!!!All bids must be sealed!!!**



# DEE CRAMER

HEATING COOLING SHEET METAL

February 7, 2011

Swartz Creek Area Fire Department  
8100-B Civic Drive  
Swartz Creek, MI 48473

Dee Cramer is pleased to propose the following Radiant Heating system for the Main Fire Hall

**Provide and install four (4) Re-Verb-Ray Radiant Tube Heaters.**

- Four (4) HLS 30-75/50 N, **2-stage heat** @ 30' each. Includes burners, radiant tubing, reflector shields, flexible gas shut offs and chain sets
- Four (4) Relay Boards
- Gas piping
- Venting material including dual exhaust assemblies
- Fresh air intakes
- Electrical wiring including control wiring performed by a licensed electrician with electrical permit
- Material work platform rental
- Digital programmable thermostats
- Mechanical permit
- Labor and supervision
- Misc. Materials required for installation
- Service start up and owners training
- Removal of existing unit heaters
- Eighteen month workmanship warranty, five year parts warranty and five heat tube warranty
- One Year Maintenance Warranty

**Price for the above mentioned will be: \$16,252.00**

Accept \_\_\_\_\_

**\*Consumers Energy rebates may be available for this project. \$50.00 per thermostat and up to \$1,300.00 for the radiant heating system.**

Respectfully Submitted,

***Michael Besant***

Account Executive  
Dee Cramer

\_\_\_\_\_  
Approved By

\_\_\_\_\_  
Date

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 1/2% 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.

**Radiant Heating for Main Fire Hall**

From: 8106297738 To: 18105792664 Page: 2/3 Date: 2/7/2011 10:04:43 AM

# ACORD CERTIFICATE OF LIABILITY INSURANCE

02/07/2011

PRODUCER <b>810.629.1566</b> FAX <b>810.629.7738</b> <b>Smith-Peabody-Stiles, Diversified, Brown &amp; Brown</b> <b>1190 Torrey Rd.</b> <b>Fenton, MI 48430-3326</b>	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 <b>Dee Cramer Inc.</b> <b>4221 Baldwin Road</b> <b>Holly, MI 48442</b>	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Accident Fund Insurance</b></td> <td><b>10166</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Accident Fund Insurance</b>	<b>10166</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: <b>Accident Fund Insurance</b>	<b>10166</b>												
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	ADD'L INSRD	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 OTHER	WCV8005635	10/01/2010	10/01/2011	X	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	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
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														

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

<b>CERTIFICATE HOLDER</b>  The City of Swartz Creek Public Safety Building 8100 Civic Drive Swartz Creek, MI	<b>CANCELLATION</b>  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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE David Lucas/KPD
---	--

## 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.

### ACORD 25 (2001/08)

NOTICE: The information contained in this transmission is confidential and /or legally privileged. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this information is strictly prohibited. If you have received this e-mail transmission in error, please delete it from your system without copying or forwarding it and notify us by phone or return mail immediately.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/7/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Piper-McCredie Agency Inc. 5454 Gateway Centre, Suite A	CONTACT NAME: Sue Gillett CIC		
	PHONE (A/C, No, Ext): (810) 767-6050	FAX (A/C, No): (810) 767-7323	
Flint MI 48507	E-MAIL ADDRESS: sgillett@piper-mccredie.com		
	PRODUCER CUSTOMER ID #: 00002883		
INSURED Dee Cramer, Inc 4221 E. Baldwin Road Holly MI 48442	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Co.		10677
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL10122801115 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP0881300	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<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 - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
A	AUTOMOBILE LIABILITY			CAA5860890	4/1/2010	4/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						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						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CCC4968809	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  The City of Swartz Creek Public Safety Building 8100 Civic Drive Swartz Creek, MI 48473	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  David McCredie/SLG <i>David L. McCredie</i>

# PROPOSAL

DATE: Feb 7, 2011  
 TO: Public Safety Building - Swartz Creek Fire Department  
 8100-B Civic Dr.  
 Swartz Creek, MI. 48473  
 ATTN: City of Swartz Creek  
 RE: Quote to install radiant tube heaters in the truck bay.

We hereby submit our proposal to provide labor and materials to complete the following work:  
 The truck bay is now heated with two Trane unit heaters. Replace the unit heaters with radiant tube heaters.  
 We would proceed as follows :

- Disconnect the electrical service to the two existing unit heaters. To be used for radiant heat systems.
- Extend electrical circuits to ignition end of ( 4 ) tube heaters and make final connections.
- Relocate ( 4 ) ceiling light fixtures, 4' in any direction chosen by owner utilizing existing circuits extended by use of MC cable.
- Relocate ( 2 ) ceiling fans, 4' in any direction chosen by owner utilizing existing circuits.
- Remove unit heaters from job site and deliver to metal scrap recycler
- The gas pipe will be used for the radiant heat systems.
- Provide and install four Superior Radiant Products Premium Model # TA10N3S TA Series 100,000 btu, two stage radiant tube heaters at 30' long. They will be controlled by 24 volt thermostats. Includes all shields and hangers.
- The new radiant heaters will be installed, two each centered on the blank spaces between the three east overhead doors. The lay out will be one burner at the east end and one burner at the west end end and they will have a common side wall . Combustion air for the burners will come in through intakes on the east and west walls.
- Includes all gas piping,, valves and fittings to make a complete system.
- Complete start up with all systems checked for proper operation. Customer orientation and training on the new equipment and controls before turn over to the customer.

TOTAL COST of this project.....\$ 19,800.00

**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.

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

**GOYETTE MECHANICAL CO., INC.**

Date of Acceptance \_\_\_\_\_

BY: \_\_\_\_\_

BY:   
 ROB JOHNSON

Mechanical Service Contractors of America

**MSCA SERVICE DIVISION LOCATIONS**

3842 Gorey Ave. • P.O. Box 799  
 Flint, MI 48501  
 Phone (810) 742-8530  
 Fax (810) 742-3661



1733 Highwood East  
 Pontiac, MI 48340  
 Phone (248) 745-1091  
 Fax (248) 745-1095



3965 Arrow Street  
 Oscoda, MI 48750  
 Phone (989) 739-9089  
 Fax (989) 739-9099

\* \* \* \* \*

**City of Swartz Creek  
Public Safety Building Tube Heating  
Bid Sheet  
January 25, 2011**

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:

\$ 19,800 .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): Robert K. Johnson DATE: 2-7-2011

SIGNATURE: Robert K. Johnson DATE: 2-7-2011

ADDRESS: 3842 GOREY AVE.  
FLINT, MI 48501

PHONE: (810) 691-0143

**!!!All bids must be sealed!!!**



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2010

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 Goyette Mechanical Co., Inc.  
P.O. Box 33  
Flint, MI 48501

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Company	10677
INSURER B:	Accident Fund National Ins. Co	
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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Blanket Addt'l</b> <b>Insured - GA233</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP0873785	10/05/2008	10/05/2011	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAA5842535	10/05/2010	10/05/2011	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>	CPP0873785	10/05/2008	10/05/2011	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below <b>EXEC OFFICERS: INCLUDED</b>	WCV0336787	10/01/2010	10/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	<b>OTHER Leased or Rented Equipment</b>	CPP0873785	10/05/2008	10/05/2011	Limit: \$100,000 Deductible: \$1,000

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

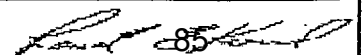
## CERTIFICATE HOLDER

Goyette Mechanical Co., Inc.  
3842 Gorey Avenue  
P.O. Box 33  
Flint, MI 48501

## 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  
 Ronald Kosma1/CGB





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
LANSING

ANDREW S. LEVIN  
ACTING DIRECTOR

January 27, 2011

Attn: Adam Zettel  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

Dear Adam:

The Bureau of Energy Systems has reviewed and approved a time only extension of 60 days for the Energy Efficiency and Conservation Block Grant BES-10-112.

The end date for grant-funded project activity is now March 31, 2011.

For any time extension given, you are also required to meet the following conditions:

Complete the project earlier than the new end date, if possible.

Submit the Final Report and Final Payment Request by the new project end date.

Meet the following additional requirement: The 60-day extension is contingent on the approval of the second grant project. If the second project is not approved, the extension is null and void on January 31, 2011.

All other terms and conditions of the EECBG grant shall remain unchanged and in effect.

If you have any questions, please contact your Grant Administrator.

Sincerely,

A handwritten signature in cursive script that reads "Jan Patrick".

Jan Patrick  
EECBG Program Manager



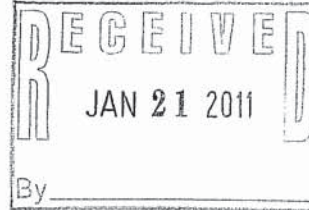
## COMMUNITY DEVELOPMENT PROGRAM

ROOM 223 – 1101 BEACH STREET  
FLINT, MICHIGAN 48502-1470

TELEPHONE (810) 257-3010  
FAX (810) 257-3185

January 19, 2011

Juanita Aguilar, Clerk  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1498



**JULIE A. HINTERMAN**  
DIRECTOR-COORDINATOR

**Subject: Genesee County Community Development Block Grant (CDBG) -  
Authorized Signature Card Updates**

Dear Ms. Aguilar:

As a local unit of Genesee County, participating in the Genesee County Community Development Block Grant (CDBG) Program, staff is requesting that the enclosed "Authorized Signature Card" be updated to demonstrate signatures of each person who is authorized by your local unit of government to sign CDBG documents on behalf of your municipality. Also attached is the Resolution Form that may be used for your Board or Council to authorize individuals as signatories for your municipality.

Once cards and Resolutions have been completed, please mail each back to our offices to the attention of Katie Bennett, Associate Planner. If you should have any questions, you may contact staff at 810-257-3010.

Sincerely,

Christine A. Durgan, Principal Planner  
Genesee County Metropolitan Planning Commission

Enclosures

CD:KB:pc

K:\cd\CDPLAN\2011\2011 SIGNATURE CARD MEMO.doc



An Equal Opportunity Organization

Equal Housing Opportunity

Standard Form 1194 I TFRM 6-2000 Fiscal Service Bureau of Accounts	<b>AUTHORIZED SIGNATURE CARD          FOR PAYMENT VOUCHERS          ON LETTER OF CREDIT</b>	Letter of Credit Number  Federal Reserve Bank
Letter of Credit Issued in Favor of <i>(Recipient)</i>	Issued by <i>(Federal Agency)</i>	
SIGNATURES OF INDIVIDUALS AUTHORIZED TO DRAW ON THE CITED LETTER OF CREDIT		<input type="checkbox"/> ONLY ONE SIGNATURE REQUIRED ON PAYMENT VOUCHERS OR <input type="checkbox"/> ANY TWO SIGNATURES REQUIRED TO SIGN OR COUNTERSIGN
Typed Name and Signature	Typed Name and Signature	
Typed Name and Signature	Typed Name and Signature	
I CERTIFY THAT THE SIGNATURES ABOVE ARE OF THE INDIVIDUALS AUTHORIZED TO DRAW PAYMENT VOUCHERS FOR THE CITED LETTER OF CREDIT.  <hr/> DATE AND SIGNATURE OF AUTHORIZING OFFICIAL (Recipient)	APPROVED:  <hr/> DATE AND SIGNATURE OF AGENCY CERTIFYING OFFICER	

\_\_\_\_\_  
Unit of Government

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the \_\_\_\_\_ participates in the Genesee County Community Development Program; and

WHEREAS, the Genesee County Community Development Program has requested that we update our authorized card;

NOW THEREFORE BE IT RESOLVED that the following individuals are authorized to request reimbursements from the Community Development Block Grant (CDBG) Program:

_____ Name	_____ Position
_____ Name	_____ Position
_____ Name	_____ Position
_____ Name	_____ Position

I, \_\_\_\_\_ the duly elected, Clerk of \_\_\_\_\_, Genesee County, Michigan, hereby certify that the above resolution was passed at the regular meeting on \_\_\_\_\_ by the Board/Council of the \_\_\_\_\_.





## Applied *Eco*Systems-Great Lakes, Inc.

*Environmental Management, Consulting and Field Services*

- An Affiliate of Keystone Environmental, Inc. -

February 10, 2011

Mr. Paul Beuche, City Manager  
8083 Civic Drive  
Swartz Creek, Michigan 48473-1498

Subject: Proposal for Professional Environmental Services  
Former Marathon Gas Station – Miller and Elms Road

Dear Mr. Beuche:

Applied *Eco*Systems-Great Lakes, Inc. (Æ) is a woman-owned full service environmental consulting company located in Burton. We have conducted the environmental investigations to support development and redevelopment of numerous sites in Swartz Creek and the surrounding area over the past 16 years. We would appreciate the opportunity to assist the City of Swartz Creek with the environmental matters relating to the redevelopment of the above-referenced site.

Our relevant capabilities include Phase I Environmental Site Assessments, subsurface sampling, and Baseline Environmental Assessment reporting to provide environmental liability protection for existing contamination. We also conduct storage tank removals and asbestos and other hazardous materials surveys for building demolition requirements. Please consider the attached materials that document our experience, insurance, and other relevant matters.

We understand that the City wishes to transfer the property to a developer who will redevelop the site in a fashion that will enhance the intersection while address the existing environmental concerns, including human exposure to contamination, compliance with applicable laws, and the need to address soils disturbed during future public works projects.

In order to determine the necessary environmental components of this project, the following is proposed:

### Phase I Environmental Site Assessment (ESA):

The Phase I ESA is the industry standard investigation designed to evaluate a property prior to acquisition in order to support the “innocent purchaser’s defense” for existing contamination on-site. The Phase I ESA includes a full assessment of the property history, review of existing government records, and a physical inspection of the property. The goal of the Phase I ESA is to identify subsurface conditions that may indicate environmental contamination. While the site has been undergoing environmental investigations by Marathon, the investigations are specific to the known release from the previous tanks. Based on preliminary research, a previous gasoline station existed on the site and may have involved use of additional tanks that have not yet been discovered. In many instances, we find abandoned tanks along or under the road.

Page Two  
Mr. Beuche  
February 10, 2011

The Phase I ESA will be used to determine the necessary scope of work to address on-site exposure concerns. The Phase I ESA can be used by the eventual party who acquires the site. Providing the Phase I ESA up front will help prospective developers determine the necessary redevelopment steps and evaluate their own financing options.

In short, we believe that providing a Phase I ESA to prospective bidders will result in a better overall response to the City's request for proposal.

Asbestos Survey:

Prior to demolition of the building, an asbestos survey will be necessary to determine which, if any, building materials require removal. Completion of the survey will allow bidders to better quantify their own environmental costs for the project.

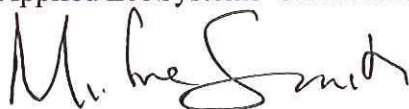
Project Specifications:

Based on the results of the above investigations, Æ will prepare a plan to address the environmental concerns identified on-site so that the City can require the successful bidder to redevelop the site in a manner that is consistent with the City's environmental needs. The plan will be included in the City's request for proposal and will estimate the costs to implement the recommended scope of work.

Æ will provide the Phase I ESA, Asbestos Survey, and Project Specifications for the lump sum fee of \$2,600. It is estimated that these services can be completed within three weeks of approval.

We look forward to assisting the City of Swartz Creek with this property.

Best regards,  
Applied *Eco*Systems-Great Lakes, Inc.



Michael Smith  
Certified Underground Storage Tank Professional #1075

MDS:ls

Enclosures

# STATEMENT OF QUALIFICATIONS



**Applied *Eco*Systems-Great Lakes, Inc.**  
Environmental Management, Consulting and Field Services  
*An Affiliate of Keystone Environmental, Inc.*  
G-4300 South Saginaw Street  
Burton, Michigan 48529  
☎ (810) 715-2525  
FAX (810) 715-2526



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PROJECT TEAM

## COMPANY PROFILE

Applied *EcoSystems*-Great Lakes, Inc. (Æ), a division of Keystone Environmental, Inc., is a full-service environmental management, consulting, and field services company. We help our clients assess their environmental liabilities and develop strategies for restoring environmental impacts in order to achieve their site development goals.

Æ is committed to developing environmental solutions that emphasize value and responsiveness. This approach has been successful. In our experiences, this approach has been very successful. We are comprised of environmental scientists, project managers, and dependable support personnel.

This Statement of Qualifications contains detailed information about our services, experience, and capabilities. We welcome your questions and will provide additional information upon request.

We would like to thank you for your interest in Æ.

***Our Mission:*** We believe that CUSTOMER SATISFACTION is maintained by balancing the application of technology, service, and common sense. We are committed to developing environmental solutions that emphasize value and responsiveness. Our work will be completed professionally, using sound environmental regulatory standards, and the highest business and personal ethics. We maintain at all times that our growth will result from client satisfaction, client trust, and client referrals, all of which will be accomplished through hard work and honest, open lines of communication.

*“Nothing astonishes men so much as common sense and plain dealings.”*

*-Ralph Waldo Emerson*

## ***SERVICES***

Æ's staff of professionals provides management, consulting, and field services to a broad client base, ranging from Fortune 500 companies to smaller proprietorships. Our capabilities include:

### **Environmental Investigations**

- Phase I (ASTM E 1527) and Phase II Environmental Site Assessments (ESAs)
- Transaction Screens (ASTM E 1528)
- Subsurface Investigations
- Groundwater Fate and Transport Analysis
- Litigation Support and Expert Testimony
- Sampling and Monitoring Programs
- Lead and Radon Assessments
- Stormwater Assessments
- Wetlands Determination and Mitigation

### **Environmental Restoration**

- Soil and Groundwater Remediation System Design, Installation, and Operation
- Corrective Action Plans
- Hazardous and Non-hazardous Waste Management
- Remediation Action Plan

### **UST Storage Tanks**

- Underground Storage Tank Removal
- Leaking Underground Storage Tank (LUST) Assessments
- Hydrogeological Investigations
- Corrective Action Plans
- Remedial System Designs
- Remedial System Installation and Operation
- Closure Reports
- Final Assessment Reports

### **Construction and Facility Management**

- Asbestos Surveys and Abatement Oversight
- Bid Specifications and Contractor Management
- Architectural Services
- Indoor Air Quality Studies
- Spill Prevention and Response Plans

### **Risk Assessment**

- Compliance Audits and Programs
- Risk-Based Corrective Action (ASTM E 538)
- Safety Evaluations



## ***SERVICES***

### **Air Quality**

- State of Michigan Permits to Install
- Federal Renewable Operating Permit (ROP)
- Michigan Air Emissions Reporting System (MAERS) (formerly known as the Michigan Air Pollution Reporting forms or MAPR forms)
- Accidental Release and Risk Management Planning (RMP)
- Applicability determinations pertaining to the National Emission Standards for Hazardous Air Pollutants (NESHAPS) and the New Source Performance Standards (NSPS) federal rules
- State or federal permit exemption letters
- Monitoring, testing and maintenance records

### **Contingency Plans**

- Pollution Incident Prevention Plan (PIPP)
- Spill Prevention, Control and Countermeasure Plan (SPCC)
- Integrated Contingency Plan (ICP)
- Waste Contingency Plan
- Stormwater Pollution Prevention Plan (SWPPP)
- Emergency Response Plan
- Emergency Action Plan
- Firefighter Right-To-Know
- EPCRA Emergency Plan
- Local wastewater treatment plan requirements

### **Waste Management**

- Determine hazardous waste type and quantity (documents pertaining to characterization of hazardous/non-hazardous waste)
- Generator Status determination (CESQG, SQG, LQG)
- Manifest record keeping requirements
- Land disposal assessment and notification
- Storage and accumulation limitations; labeling; inspection and training requirements
- Containment for storage areas
- RCRA biennial reports

### **Right-To-Know (Community and OSHA)**

- Tier I and II notification to the Local Emergency Planning Commission (LEPC)
- Toxic Release Inventory reporting (SARA Form R) of abbreviated Form A
- OSHA in-plant requirements for written hazard communication program and training
- Emergency release notification
- Process Safety Management (PSM) applicability

## **SERVICES**

### **Wastewater**

- NPDES point source discharge permit
- Stormwater discharge permit
- Annual Water Use Report (Part 327, Great Lakes Preservation, NREPA)
- Pretreatment requirements
- Critical materials reporting
- Municipal requirements for reporting/testing

### **Aboveground Storage Tanks**

- System Specifications
- Permitting
- Spill Contingency Plans
- Containment
- Inspection records

### **Toxic Substances Control Act**

- PCB storage, labeling and disposal
- Prepare Premanufacture Notice (PMN) when manufacturing chemicals

### **Asbestos**

- Asbestos surveys
- Asbestos abatement, encapsulation, operation and maintenance plans
- Clean Air Act reporting for abatement in excess of regulated quantities

### **Waste Minimization**

- Any written plans/programs for waste minimization
- Solid waste recycling
- Identifying potential markets for recycled materials and brokering waste products for recycle

### **Compliance Issues**

- Citizen suits
- Consent orders
- Fines, cited violations, enforcement actions
- Self-audit/self-correction records
- Reporting responsibilities

### **Training**

- Employee Awareness Training Seminars
- Environmental Risk Education
- Presentations

## *EQUIPMENT*

Æ is outfitted with a range of equipment designed for the various field tasks, specifically subsurface investigations, involved in the completion of the offered services. Our primary tools include:

### Geoprobe® 6600 Soil Probe

The Geoprobe® 6600 is mounted on a Ford F-550 Super Duty flatbed truck. The probe unit has 34,000 lbs. of down force, is switchable from direct push operations to augering, and can achieve a depth of 40 feet below the surface for soil borings and monitoring well installation. A BP49 Power Unit supplies all the hydraulic and electrical power needed for operating the probe unit. Integral to the BP49 Power Unit is a dependable 4-cylinder Kubota turbo diesel engine, a 20-gallon fuel tank, and a 20-gallon hydraulic oil tank.

### YSI Water Quality Monitoring

The MP Troll 9000™ is a portable groundwater quality monitoring device capable of measuring such specifics as dissolved oxygen, conductivity, pH, temperature, ORP, and turbidity. It can be used in low-flow applications following USEPA, USGS, and ASTM guidelines and DNRE water sampling protocol as outlined in its Operational Memorandum 2. The device interfaces directly with a handheld Pocket PC unit for tracking and logging water quality data that is easily exportable to a spreadsheet format.

### Photo-Ionization Detector (PID)

The PID is a portable vapor and gas detector that detects a variety of organic compounds. It is used for field screening soil samples for the presence of volatile organic compounds (VOCs), which are typically the result of a petroleum impact. Field screening by PID aids in the determinations of such an impact, the placement of additional sampling locations at an investigation site, and the necessity of further analysis by a laboratory.

### Hand Auger

The hand auger is used in limited-space circumstances where larger equipment is not practical. It is capable of obtaining soil samples up to a depth of 10 feet to 12 feet below the surface.

### Rotary Core-Saw

The core-saw is used for cutting through concrete surfaces to access the soil layers beneath. Like the hand auger, it can be applied in limited-space circumstances such as in basements or other structural interiors that are not accessible to larger equipment.



## QUALIFICATIONS SUMMARIES OF PERSONNEL

### PRINCIPAL/PRESIDENT

#### **SANDRA K. CLARK**

Ms. Clark is a Registered Environmental Manager with over twenty years of experience in conducting all phases of environmental site assessments. She specializes in the identification of environmental liability risk and subsequent investigations conducted in order to determine the nature and extent of that risk. A specialist in computer science, she has designed and implemented computer applications involving the statistical interpretation of laboratory and geological data. Ms. Clark is frequently asked to make public and private presentations regarding environmental concerns and management strategies.

### TECHNICAL SERVICES MANAGER

#### CERTIFIED UNDERGROUND STORAGE TANK PROFESSIONAL

#### **MICHAEL D. SMITH**

Mr. Smith is a 1995 graduate of the University of Michigan-Flint. He has over fourteen years of experience in environmental consulting. He has completed all phases of underground storage tank (UST) management, Phase I and II Environmental Site Assessments (ESAs), site remediation and closure, asbestos assessments, wetland assessments, industrial stormwater compliance evaluations, spill contingency plans, and Baseline Environmental Assessments (BEAs).

### DIRECTOR OF ENVIRONMENTAL SERVICES

#### **STEVEN M. LUZKOW**

Mr. Luzkow facilitates the growth and expansion of Æ by securing new clients, establishing strategic partnerships with key organizations and businesses, developing new business strategies and improved methods for successfully marketing services. He represents Æ as a Michigan Certified Professional in accordance with State requirements. He acts as Project Manager for delegated projects and completes delegated fieldwork, including oversight and sample collection as required. He has provided services including petroleum and industrial site investigations, UST removal and closure, investigation design, and Phase I and II Environmental Site Assessments.

### SUPPORT STAFF

#### **JOSHUA D. ADAMS**

Mr. Adams is a graduate of the University of Michigan-Flint with a B.S. in Natural Resource Planning. He is a full-time Project Manager and Health and Safety Officer at Æ. He has completed numerous leaking underground storage tank investigations and closures, Phase I and Phase II Environmental Site Assessments, Environmental Transaction Screens, and subsurface investigations. He also performs computer-aided drafting, graphics preparation, field operations, and historical/environmental research.

## *QUALIFICATIONS SUMMARIES OF PERSONNEL*

### ADMINISTRATIVE QUALITY CONTROL

#### **ANGELA M. SCHAEFFER**

Ms. Schaeffer is a full-time Operations Manager at *Æ*. She plans, directs and coordinates the operations of the company. She provides administrative quality control oversight relating to word processing and document presentation. She is responsible for formulating policies, managing daily operations, and planning the use of materials and human resources.

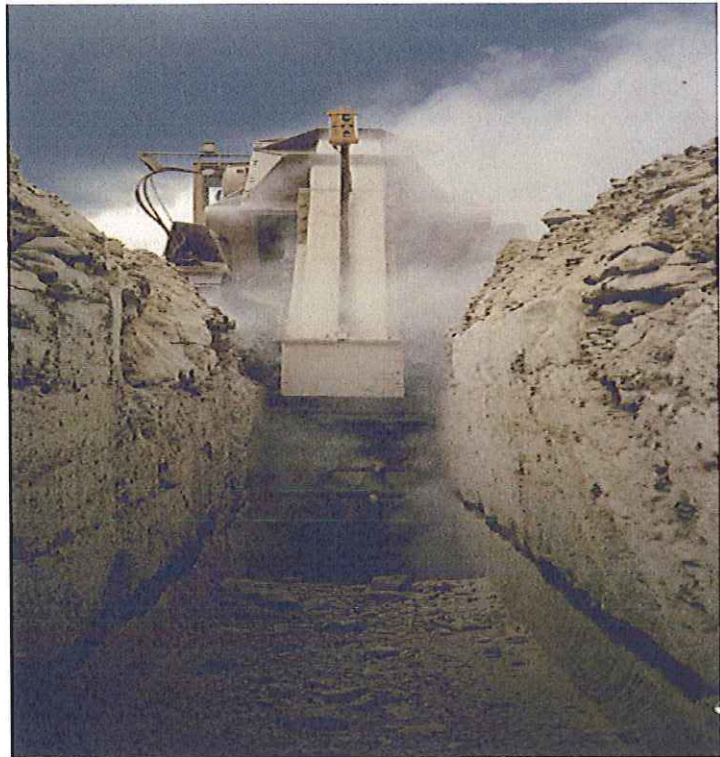
#### **LISA A. STACHURA**

Ms. Stachura is a full-time Office Manager at *Æ*. She provides administrative quality control oversight relating to word processing and document presentation. Ms. Stachura is responsible for maintaining project budget and billing records and manages company-wide accounts receivable and accounts payable. Ms. Stachura oversees all administrative operations including office organization and communications; inventory; and file, personnel, and project tracking.



## *PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, AND TRAINING*

- ◇ DNRE Certified Consultant
- ◇ DNRE Certified Professional
- ◇ MDOT DBE Approved Vendor
- ◇ WBENC Certified Women Owned Business
- ◇ AHERA-certified Asbestos Inspector
- ◇ OSHA Hazardous Waste Operations and Emergency Response, 40 Hour and 8 Hour
- ◇ OSHA Hazardous Waste Operations and Emergency Response, Supervisor
- ◇ Registered Environmental Manager
- ◇ Michigan Waste Water Operator's Certificate A1i - Stormwater Management, Industrial Sites
- ◇ Baseline Environmental Assessments
- ◇ Brownfield Redevelopment
- ◇ Risk-Based Corrective Action (RBCA)
- ◇ Wetlands Management



## ***REPRESENTATIVE PROJECT EXPERIENCE***

### ASSESSMENTS

#### **Phase I ESA and Phase II Subsurface Site Investigation**

A Phase I ESA identified environmental concerns associated with a site in a Michigan, including adjacent gasoline stations and a former gasoline station with two USTs, a former dry cleaner, and a former automobile auto body repair shop. To address the identified concerns, Æ retained a subcontractor to complete a ground penetrating radar (GPR) survey to identify the possible presence of USTs on the site. The GPR survey identified fill material in the suspected UST locations. Subsequent subsurface soil sample collection and analysis identified residual petroleum contamination on the site. Ultimately, risk assessment of identified contaminants indicated that the site was suitable for residential redevelopment.

#### **Phase I ESA and Baseline Environmental Site (BEA) Investigation**

Æ completed a BEA investigation for a former airport site. A gasoline station was also formerly located on the property. Five USTs were registered for the airport location, and field observation indicated the possible presence of a sixth UST. Review of MDEQ Leaking Underground Storage Tank (LUST) files indicated that three additional USTs were removed from the portion of the site occupied by the gasoline station. Æ retained a subcontractor to complete a GPR survey to identify the possible locations of the current USTs. Subsequent investigation activities revealed that the USTs had been removed. A subsurface investigation was completed which included the completion of 15 Geoprobe® borings in the area of the former USTs. In addition, groundwater samples were collected from existing on-site wells. Laboratory analytical data indicated that the site qualified as a “facility” in accordance with Part 201, Michigan Public Act 451, 1994, as amended. Subsequent reporting of these findings in the BEA report allowed for liability protection for the client in his purchase of the site.

#### **Phase II Site Assessment**

Following the completion of a Phase I ESA on a steel processing and coating facility in Michigan, a Phase II investigation was implemented to evaluate numerous areas of environmental concern identified in the Phase I ESA. The facility had also received citations from regulatory agencies regarding hazardous materials storage and disposal, and alleged illegal dumping activities.



A comprehensive Work Plan was prepared and implemented in cooperation with representatives of the MDEQ, which prioritized the identified areas of concern, and outlined a phased approach to investigate each area of concern. Initial activities included the identification and segregation of drummed solvents and paint and the identification of drilling and electromagnetic survey locations. The manufacturing company has since become insolvent, and the site is currently being evaluated by the State of Michigan to determine if a publicly funded investigation and cleanup are warranted.



## ***REPRESENTATIVE PROJECT EXPERIENCE***

### ***Phase I ESA and BEA***

A Phase I ESA identified potential environmental concerns associated with the USTs and potential foundry sand fill on site. Æ retained a subcontractor to complete a GPR survey of the areas of the site suspected of potentially containing USTs. Subsurface formations consistent with fill material placed in possible former UST cavities were located; however, no indications of USTs were identified. A Geoprobe® was used to complete soil borings on the site. Soil samples collected from the borings indicated that the site qualified as a “facility,” in accordance with Part 201, Michigan Public Act 451, 1994, as amended.

### ***Phase I ESA and Phase II Subsurface Site Investigation***

A Phase I ESA identified potential environmental liabilities associated with a former tank manufacturing facility and evaluated potential response actions that might be necessary for a prospective grantee of the site. Information provided through the Phase I ESA indicated that the facility was formerly used as a machine shop. Current operations on the site consist of plastic extrusion molding activities.

Æ reviewed an historical subsurface site investigation report for the site completed by another consultant in 1994. Results of this report indicated the need for further investigations on the site. Several additional areas of concern were identified by Æ in the Phase I ESA.

Æ completed a series of Geoprobe® and hand auger borings inside the building and around the site. Subsequent laboratory analysis of soil and groundwater samples collected identified residual concentrations of regulated substances at levels below applicable Residential Cleanup Criteria.

### **COMPLIANCE**



### ***Spill Prevention and Response Plans***

Æ prepared SPCC plans for ten petroleum storage sites in Colorado, Nebraska, Kansas, and Michigan. Each plan met state-specific requirements. Facilities included gas stations, bulk terminals, chemical storage facilities, agricultural operations, and industrial facilities.

### ***Effluent Monitoring and Permitting***

After the receipt of a municipal order from the local waste water treatment plant, a stainless steel plating facility in Michigan required the development of a sampling and monitoring program to comply with federal categorical pretreatment standards, state self-monitoring requirements, and local categorical effluent limitations. To achieve compliance, facility processes were evaluated and appropriate analytical parameters and effluent limitations were negotiated with the local wastewater treatment facility. Following local approval, a facility self-monitoring program was initiated which included monthly effluent monitoring, waste stream characterization, and the completion of semi-annual and annual sampling events for priority pollutant discharges.



## ***REPRESENTATIVE PROJECT EXPERIENCE***

### **Surface Water Discharge Permitting**

A major manufacturing facility in Michigan required the completion of a Surface Water Discharge Permit application to continue the discharge of stormwater, non-contact cooling water, and boiler blowdown to area surface water bodies from the facility property. To complete the permit application, the facility was first evaluated to determine if there had been significant process changes that would change the permit status. The permit application was then completed which maintained the discharge of non-contact cooling water and boiler blowdown discharges under a State of Michigan Surface Water Discharge Permit, while the stormwater discharges were permitted under the State of Michigan General Stormwater Discharge Permit. The coverage of stormwater discharges under the General Permit required the facility to prepare a Stormwater Pollution Prevention Plan (SWP<sup>3</sup>) to identify sources of significant materials which could be exposed to stormwater and enter receiving surface water bodies.

### **NPDES Stormwater Discharge Compliance Evaluation**

Potential non-compliance with stormwater discharge requirements under the provisions of the State of Michigan Water Quality Standards required evaluation of each of fifteen facilities for an automotive parts supplier in southeastern Michigan. AEC reviewed existing Stormwater Pollution Prevention (SWP<sup>3</sup>) plans, Spill Prevention Control/Countermeasures (SPCC) plans, and NPDES Stormwater Discharge Permits at each facility. A site evaluation was conducted for the purpose of determining the regulatory requirements for each site, and appropriate plans/permits were submitted to the MDEQ on behalf of Venture Industries. AEC presented Stormwater Operator Training for personnel at each facility, in accordance with State of Michigan regulatory requirements.

### **Facility-Wide Air Emissions Audit**

A Title V Renewable Operating Permit was prepared for a large automobile-related products manufacturer. The process included developing an air emission inventory, identifying regulated air pollutants, determining the federal and state regulatory applicability, calculating potential to emit figures, providing a database for information management, developing a compliance monitoring strategy, and completing the Title V permit application.

Surveying the plant, auditing the material usage and manufacturing processes, calculating emissions and formulating a user-friendly information tracking system were components of the compliance effort. In addition, air emission studies were designed to determine actual emissions from the processes. The objectives of the study were to compile the appropriate information not only to complete the Title V application, but also to provide the client with the necessary tools to manage data and maintain operational flexibility and Auditing Services

### **Compliance and Auditing Services**

Environmental management services were provided for a foundry and wire drawing operation maintaining four plants in the state of Michigan. Responsibility included maintaining compliance status with state and federal regulatory programs. Reduced response time and increased efficiency of responses was achieved while working closely with plant management and production staff to understand the unique process flows in each plant. Some of the issues being handled at the state and federal level included preparation of Integrated Contingency Plans; Title V Renewable Operating



## ***REPRESENTATIVE PROJECT EXPERIENCE***

Permit applicability determination; facility auditing; indoor air sampling; SARA Form R and Tier II preparation; MDEQ and US EPA liaison; PCB inspections; Standard Operating Procedures development and implementation; preparation of the notification of regulated waste activity; and drinking water sampling pursuant to the Federal Safe Drinking Water Act.

### **SITE DEVELOPMENT**

As an environmental management consultant, Æ has assisted a variety of clients with site development issues including site use evaluations, surveys, permitting, utility identification, construction testing, proximate compatible site uses including buffer zones between incompatible site uses, soil erosion and sedimentation plans, and redevelopment issues such as asbestos surveys, building demolition and water well abandonment.

### **AIR QUALITY COMPLIANCE**

#### **Automobile-Related Products Manufacturer**

A Title V Renewable Operating Permit was prepared for a large manufacturing firm. The process included developing an air emission inventory, identifying regulated air pollutants, determining the federal and state regulatory applicability, calculating potential emissions, providing a database for information management, developing a compliance monitoring strategy, preparing to complete the Title V permit application, and negotiating conditions of the permit.

The compliance effort included surveying the plant, auditing the material usage and manufacturing processes, calculating emissions and formulating a user-friendly information tracking system for over 42 million pounds of product per year. In addition, air emission studies were designed to determine actual emissions from specific processes within the facility. The objectives of the studies were to compile the appropriate information not only to complete the Title V permit application, but also to provide the client with the necessary tools to manage data and maintain operational flexibility.

#### **Military Contractor**

An air use permit application was completed for a manufacturer that assembles and coats wood, metal, and fiberglass composite auxiliary parts for military vehicles. Permit preparation involved an emissions inventory accounting for both point source and fugitive emissions, a search for alternative solvent substitutions, an examination of waste minimization opportunities, and the design of several process changes that reduced volatile organic chemical emissions.

In addition, a Best Available Control Technology (BACT) analysis was prepared supplementary to the permit application. The evaluation determined the maximum degree of reduction achievable for each regulated pollutant, taking into account energy, environmental, and economic impacts. The analysis identified alternative control strategies, including transferable and innovative control technologies and processes that inherently produce less pollution. Following the identification of alternative control technologies, a detailed financial analysis concerning installation and operation of the system and the total cost per unit of emission reduced was completed to determine the economic feasibility of implementing additional control technologies.

## ***REPRESENTATIVE PROJECT EXPERIENCE***

### **Wood Display Unit Manufacturer**

Work was performed for a manufacturer of wood furniture and display cabinetry to prepare the facility for the implementation of Title V of the Clean Air Act. The process included developing an air emission inventory, identifying regulated air pollutants, determining the federal and state regulatory applicability, calculating the facility's potential emissions, and developing a compliance monitoring strategy.

On-site activities included surveying the plant, auditing the material usage and manufacturing processes, pollution prevention measures, calculating emissions and developing an information tracking system.

### **Copper Mining Operation**

Sulfur dioxide and particulate matter emission rates were determined from a coal-burning exhaust stack located within a power plant at a large mining operation. The emission rate determinations were made to demonstrate compliance with the special conditions of the facility's operating permit. The tests were performed using U.S. EPA Method 6C for determination of sulfur dioxide emission rate and Method 5 for determination of PM emission rate. Additionally, Methods 1 through 4 were completed, as required, prior to the completion of the tests.

### **Plastics Film Coating Manufacturer**

An evaluation of emissions from a film coating manufacturing facility was completed with the goal of opting out of the Title V Renewable Operating Permit program. The work included an evaluation of actual and projected emissions and existing permits with respect to current plant processes, suggestions regarding design changes aimed at reducing fugitive emissions in the plant, permit modifications, and recommendations with regard to Title V applicability, and development of alternatives for opting out of the Title V program.

### **Metal Reclamation and Recycling Process**

A particulate matter emission sampling and analysis was completed for a wood waste-fired incinerator used to dispose of wood generated from a metal reclaiming process. The non-compliant process was tested and evaluated to determine emissions of particulate matter from the burn unit. In addition to testing, the unit was redesigned, waste disposal alternatives were evaluated, and a compliance plan for submittal to the MDEQ was completed.



## *REPRESENTATIVE PROJECT EXPERIENCE*

### PCB REMEDIATION, PORT HURON, MICHIGAN

During due diligence activities conducted by a purchaser's consultant, polychlorinated biphenyl (PCB) contamination was discovered in a basement floor sump of a five-story bank building, which, at that time was owned by Michigan National Bank. Æ was retained on behalf of the bank to complete PCB remediation and reporting activities to facilitate the sale of the building.



*Subject Building*

Æ conducted two cleaning events of the sump and surrounding floor in the boiler room. Multiple pipes that emptied into the sump were also assessed for PCBs. PCBs were detected in two of the pipes. Æ also conducted dye testing to confirm the discharge location of the sump to the sanitary sewer. Further evaluation of the building for the source of the PCB release identified PCB-containing hydraulic fluid on the concrete floor or a subsurface elevator shaft in the subject building.



*Elevator Shaft*

## ***REPRESENTATIVE PROJECT EXPERIENCE***

A Work Plan for remediation was prepared and submitted to the Region V Environmental Protection Agency office in Chicago, Illinois. The Work Plan was approved. Remedial actions conducted consisted of cleaning or replacement of all areas of accessible impacted pipes and two cleaning events of the concrete elevator shaft. Fluids used in the elevator system were also tested to confirm compliance with current regulations relating to PCB use. Following verification sampling, six drums of PCB remediation waste were disposed of, and a Closure Report was filed with the EPA.

In 2010, we assisted the Saginaw Valley Naval Ship Museum (SVNSM) with the approval of a PCB Compliance Agreement through the EPA and U.S. Navy to allow donation of the ex-USS Edson DD 946, a Forrest Sherman Class Destroyer, to the SVNSM and transport to Bay City, Michigan for mooring as a permanent museum. The USS Edson was commissioned in 1958, decommissioned in 1988, and designated as a National Historic Landmark in 1990 and will require on-going PCB management/reporting.



## REMEDICATION

### **Groundwater Remediation**

Historical data pertaining to a release from a municipal facility was evaluated. A thermal desorption unit had previously remediated over 2,000 cubic yards of impacted soils; however, groundwater continued to exhibit low levels of dissolved petroleum constituents. Sampling and evaluation of laboratory data indicated that a groundwater remediation system might require activation.



Following subsequent changes to UST regulations and cleanup standards, the site was eligible for closure. Subsequent work at the site included the abandonment of groundwater monitoring wells and the termination of a surface water discharge permit established for the former groundwater treatment system.

### **Remedial System Design, Installation, and Management**

Using data collected during initial abatement activities and a site inspection of a release from a fuel oil storage tank in central Michigan, a feasibility study was conducted to determine the most effective method of remediation of the site.



## ***REPRESENTATIVE PROJECT EXPERIENCE***

Based on the results of the feasibility study, a Corrective Action Plan was designed for the site. A bio-pump-and-treat system consisting of recovery sumps was installed. The output from the sumps was run through a product/water separator, treated and disposed. Impacted soil was excavated and disposed of at a waste management facility.

The bio-pump-and-treat system was operated for six months and monitored weekly. After six months of operation, the system was dismantled as all free product had been recovered, and analytical data indicated that the groundwater was no longer impacted.

### **Remediation System Design, Installation, and Management**

A feasibility study was conducted and a Corrective Action Plan designed and implemented at the site of a large release of gasoline from a UST system in central Michigan. Site assessments revealed that the groundwater contained highly elevated levels of gasoline contaminants and that a large volume of soil was impacted. The groundwater plume extended off site, eventually entered a creek, and produced a sheen.

A remediation system was designed that utilized air sparging as the primary groundwater cleanup mechanism. Groundwater was pumped through an interceptor trench and a low-profile air stripper to remove the gasoline contaminants, then passed through carbon drums and vapor phase carbon before discharge into the atmosphere.

## ***REPRESENTATIVE PROJECT EXPERIENCE***

### UNDERGROUND STORAGE TANK ASSESSMENT/REMOVAL/CLOSURE



#### **UST Site Assessment and Closure**

An evaluation and risk assessment were completed for a municipal equipment garage in Michigan following the detection of a confirmed release of petroleum during UST removal and soil remediation. A Type B closure was approved by the MDEQ and allowed low levels of hydrocarbons to remain with no further investigative or remedial activities required.

#### **UST Removals**

A series of six UST removals were scheduled and completed at franchised automotive service centers. Prior to the UST removal, each facility was evaluated to verify regulatory compliance, and a turnkey UST management program was initiated. The turnkey approach allowed for the timely completion of regulatory reports; UST removal oversight; verification sampling and analysis; and liquid and solid waste disposal coordination to be provided at unit rates. The locations all received regulatory closure within six months of the UST removals.

#### **UST Removal and Site Assessment**

Æ provided removal and site assessment activities at two locations of a plastic injection molding corporation in southeastern Michigan. At one location, a 3,000-gallon used oil concrete UST was removed and dismantled in place. A 2,000-gallon gasoline UST was removed at the second location. Verification sampling indicated that both sites were eligible for closure.

#### **LUST Assessment and Closure**

Æ was retained by the owner of a former retail gasoline station to complete LUST assessment activities following the removal of six 10,000-gallon USTs from a site located in Genesee County, Michigan. Initial soil sampling indicated that elevated levels of petroleum compounds were present in soils surrounding the former USTs. Æ completed extensive soil borings and sample collection on the site, and delineated the release within the site boundaries. Review of local drinking water wells demonstrated a contiguous clay-confining layer in the area around the site.

After eliminating groundwater, inhalation, and direct contact exposure pathways, Æ submitted a LUST Closure Report to the MDEQ, closing the site under Residential Cleanup Criteria with no land use restrictions.

## *REPRESENTATIVE PROJECT EXPERIENCE*

### WETLANDS ASSESSMENTS AND MANAGEMENT

Æ has assisted numerous clients such as real estate brokers, lending institutions, and site developers in wetland determination, delineation, and mitigation projects throughout Michigan. Our staff is experienced in delineation and permitting procedures under current Michigan Department of Environmental Quality and United States Army Corps of Engineers jurisdictions.



## *PARTIAL LIST OF Æ-GREAT LAKES CLIENTS*

### CONSTRUCTION/DEVELOPMENT/REAL ESTATE

- Asset Management Associates
- Glaeser/Dawes Corporation
- Keely Realty
- Piper Realty
- Polen Mortgage and Realty
- S. E. Spohn Construction, Inc.
- Sorensen Gross Construction Company, Inc.
- Young's Environmental Cleanup, Inc.
- Collier's International

### GOVERNMENT AGENCIES/MUNICIPALITIES

- City of Charlotte, Michigan
- City of Swartz Creek, Michigan
- City of Farmington Hills, Michigan
- Genesee County, Michigan
- City of Flint, Michigan
- Harrisville Harbor Commission
- U.S. Forest Service

### BANKS/LENDERS

- Business Loan Center
- Citizens Bank
- D&N Bank
- Independent Bank
- Bank of America Bank
- Fifth Third Bank
- First Place Bank
- Franklin Bank
- Republic Bank
- Oxford Bank
- Nations Bank
- J.P. Morgan Chase Bank, N.A.
- ELGA Credit Union
- Security Federal Credit Union

### SCHOOL DISTRICTS

- Fenton Area Public Schools
- Goodrich Area Public Schools
- Lapeer Community Schools
- Montrose Community Schools
- New Lothrop Area Public Schools
- Carman-Ainsworth Schools
- Swartz Creek Community Schools

### INDUSTRIAL/PETROLEUM/MANUFACTURING

- Atlas Technologies, Inc.
- Gary Oil Company
- Genesee Packaging, Inc.
- Goodyear Tire & Rubber Company
- Jackson Automotive Group, Inc.
- Sun Oil Company
- Texaco Refining & Marketing, Inc.
- Venture Industries
- Aetna Industries
- Fisca Oil

### OTHER BUSINESSES

- Blimpie's
- Taco Bell
- Dalton Airport
- THA Architects and Engineers
- Fitch Beach Airport
- CHMP, Inc.
- Grand Blanc Golf and Country Club
- Allen Storage and Moving
- Marriott Hotels
- Marlette Community Hospital

## *CLIENT ACCLAMATIONS*

In an effort to improve the services provided to our clients, Æ is constantly asking for feedback from clients we have worked with in the past. We include an evaluation form with the invoice issued at the end of each project. Occasionally, we also receive unsolicited correspondence from clients attesting to their satisfaction with our work product. The following pages are examples of the type of feedback Æ receives on a regular basis.



# Applied Eco Systems-Great Lakes, Inc.

Environmental Management, Consulting and Field Services

- An Affiliate of Keystone Environmental, Inc. -

Æ appreciates the opportunity to have worked with you on your project. Your comments about the quality of our service are of vital importance to us. Please take a few minutes to complete this evaluation form. It will help us to serve you more effectively in the future. A postage-paid, self-addressed, stamped envelope has been enclosed for your convenience.

### EVALUATION FORM

1. Responsiveness to your inquiry:

Excellent     Good     Average     Poor

2. Adherence to project schedule:

Excellent     Good     Average     Poor

3. Quality of work performed:

Excellent     Good     Average     Poor

4. Professionalism of staff assigned to project:

Excellent     Good     Average     Poor

5. Clarity and completeness of report:

Excellent     Good     Average     Poor

COMMENTS: I would site your firm as the  
"GO TO" people in your field.

Name (optional): *[Signature]*

Thank you for your comments. We look forward to working with you again. Please return the completed form to Sandra Clark, Operations Manager.



# Applied Eco Systems-Great Lakes, Inc.

Environmental Management, Consulting and Field Services

- An Affiliate of Keystone Environmental, Inc. -

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## EVALUATION FORM

1. Responsiveness to your inquiry:

Excellent     Good     Average     Poor

2. Adherence to project schedule:

Excellent     Good     Average     Poor

3. Quality of work performed:

Excellent     Good     Average     Poor

4. Professionalism of staff assigned to project:

Excellent     Good     Average     Poor

5. Clarity and completeness of report:

Excellent     Good     Average     Poor

COMMENTS: Supplemental Information Provided Was  
Extremely Helpful & Very Much Appreciated & Was  
The Reason Your Firm Was Selected

Name (optional): Alan [Signature] 10500 COUNTY EDC

Thank you for your comments. We look forward to working with you again. Please return the completed form to Sandra Clark, President.





Applied Eco Systems-Great Lakes, Inc.

Environmental Management, Consulting and Field Services
- An Affiliate of Keystone Environmental, Inc. -

AE appreciates the opportunity to have worked with you on your project. Your comments about the quality of our service are of vital importance to us. Please take a few minutes to complete this evaluation form. It will help us to serve you more effectively in the future. A postage-paid, self-addressed, stamped envelope has been enclosed for your convenience.

EVALUATION FORM

1. Responsiveness to your inquiry:

[X] Excellent \_\_\_ Good \_\_\_ Average \_\_\_ Poor

2. Adherence to project schedule:

[X] Excellent \_\_\_ Good \_\_\_ Average \_\_\_ Poor

3. Quality of work performed:

[X] Excellent \_\_\_ Good \_\_\_ Average \_\_\_ Poor

4. Professionalism of staff assigned to project:

[X] Excellent \_\_\_ Good \_\_\_ Average \_\_\_ Poor

5. Clarity and completeness of report:

[X] Excellent \_\_\_ Good \_\_\_ Average \_\_\_ Poor

COMMENTS:

Susan Jones, Trust Mary Ann Estate, Second Lake Superior Canal, Johnsons

Name (optional):

Ben Hodger

Thank you for your comments. We look forward to working with you again. Please return the completed form to Sandra Clark, Operations Manager.





# Applied Eco Systems-Great Lakes, Inc.

Environmental Management, Consulting and Field Services

- An Affiliate of Keystone Environmental, Inc. -

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## EVALUATION FORM

1. Responsiveness to your inquiry:

Excellent     Good     Average     Poor

2. Adherence to project schedule:

Excellent     Good     Average     Poor

3. Quality of work performed:

Excellent     Good     Average     Poor

4. Professionalism of staff assigned to project:

Excellent     Good     Average     Poor

5. Clarity and completeness of report:

Excellent     Good     Average     Poor

COMMENTS:

*Your team did a great job from start to finish*

Name (optional):

*[Signature]* John M. Mansera

Thank you for your comments. We look forward to working with you again. Please return the completed form to Sandra Clark, Operations Manager.



## Applied Eco Systems-Great Lakes, Inc.

Environmental Management, Consulting and Field Services

- An Affiliate of Keystone Environmental, Inc. -

Æ appreciates the opportunity to have worked with you on your project. Your comments about the quality of our service are of vital importance to us. Please take a few minutes to complete this evaluation form. It will help us to serve you more effectively in the future. A postage-paid, self-addressed, stamped envelope has been enclosed for your convenience.

### EVALUATION FORM

1. Responsiveness to your inquiry:

Excellent     Good     Average     Poor

2. Adherence to project schedule:

Excellent     Good     Average     Poor

3. Quality of work performed:

Excellent     Good     Average     Poor

4. Professionalism of staff assigned to project:

Excellent     Good     Average     Poor

5. Clarity and completeness of report:

Excellent     Good     Average     Poor

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

Name (optional): Harry Esfeld

Thank you for your comments. We look forward to working with you again. Please return the completed form to Sandra Clark, Operations Manager.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KH

DATE (MM/DD/YYYY)

02/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER <b>Lake Agency, Inc.</b> 1537 E. Hill Road P.O. Box 6000 Grand Blanc, MI 48439 John S. Racine	810-694-2050 810-694-2055	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>APPLI-4</b>	FAX (A/C, No):
INSURED <b>Applied Eco Systems Great Lake Keystone Environmental Inc DBA G-4300 S Saginaw Burton, MI 48529</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Merchants Mutual Insurance Grp</b>	<b>23329</b>	
	INSURER B : <b>Everest National Insurance Co.</b>		
	INSURER C : <b>Liberty Mutual Insurance Co.</b>		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>B</b>	<b>GENERAL LIABILITY</b>			<b>EF4ML01889-10</b>	<b>04/06/10</b>	<b>04/06/11</b>	EACH OCCURRENCE	\$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>50,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ <b>5,000</b>
	<input checked="" type="checkbox"/> <b>Pollution Liab</b>						PERSONAL & ADV INJURY	\$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> <b>Professional Liab</b>			GENERAL AGGREGATE	\$ <b>4,000,000</b>			
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ <b>4,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						<b>Emp Ben.</b>	\$ <b>5,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>			<b>CAP9266965</b>	<b>04/09/10</b>	<b>04/09/11</b>	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$ <b>1,000,000</b>
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$				
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>WC2074595</b>	<b>01/04/11</b>	<b>01/04/12</b>	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y / N				E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

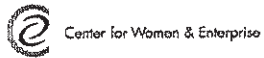
**CERTIFICATE HOLDER****CANCELLATION**

<p style="text-align: right;">CITY031</p> <p><b>City of Swartz Creek</b> Mr. Paul Beuche, City Manager 8083 Civic Drive Swartz Creek, MI 48473-1498</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>John Racine</i></p>
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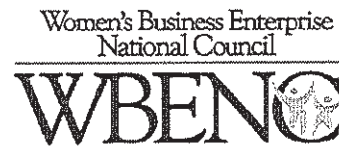
Women's Business Enterprise National Council  
 in partnership with  
 Women's Business Enterprise Council - Great Lakes  
 certifies that the criteria for certification as a



**Women's Business Enterprise**  
 (WBE)  
 has been met by



**Keystone Environmental**



Expiration Date: 05/17/2011  
 Certificate Number: 2005115655  
 SIC Code(s): 8999  
 NAICS Codes: 541620

*Michelle Richards*

Authorized by Michelle Richards, President  
 Women's Business Enterprise Council - Great Lakes





## Applied *Eco*Systems-Great Lakes, Inc.

*Environmental Management, Consulting, and Field Services*

An Affiliate of Keystone Environmental, Inc.

### BROWNFIELD REDEVELOPMENT OPPORTUNITIES AND FUNDING

Applied *Eco*Systems-Great Lakes, Inc. (Æ) is pleased to provide information regarding Brownfield redevelopment financing to the City of Swartz Creek. We understand that there are several sites in the City that are hindered from redevelopment due to known or suspected environmental contamination.

In order to take advantage of current funding opportunities, the City must first establish a Brownfield Authority and Brownfield Plan. Many communities use an existing group, such as the Planning Commission, Downtown Development Authority, or Economic Development Commission.

The Michigan Department of Natural Resources and Environment (MDNRE) currently offer several avenues for Brownfield cleanup and redevelopment grants and loans. While little to no funding exists for cleanup grants, the Brownfield loan program is currently underutilized.

A proposed project must have economic development potential. A municipality must pledge its full faith and credit to secure the loan. Loans are offered at an interest rate of 1.5 percent, simple interest. There are no payments or interest due for the first five years after a loan is awarded. Annual payments begin in the fifth year of the loan. The full amount must be repaid within 15 years of the loan award.

After the loan is repaid, the community may capture an additional amount of the incremental tax increase, to use for future Brownfield redevelopment activities in their communities, essentially creating a local revolving fund. Brownfield Redevelopment Loans can be used for environmental site investigations, site clean-ups, and demolition in limited situations where environmental remediation is being conducted.

The maximum award is \$1,000,000 per project.



# *CITY OF SWARTZ CREEK*

## *PLANNING COMMISSION*

**!!!SUPPLEMENT!!!**



**MEETING OF FEBRUARY 01, 2011**

**7PM IN THE SWARTZ CREEK  
CITY COUNCIL CHAMBERS**



*Adam Zettel, AICP*

*Zoning Administrator*

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

Date: January 26, 2011

**To: Planning Commissioners**  
**From: Adam Zettel, AICP**  
**RE: February 01, 2011 Planning Commission Meeting**

Hello everyone,

As you are all aware, our special meeting was effectively cancelled due to a scheduling conflict in the city council chambers. **We will be meeting at our regular time on February 1, 2011 to continue review on the proposed zoning text amendment for medicinal marijuana growing and dispensary facilities.**

I have included the ordinance and the same background review that was in the last packet. I also included the email to the city attorney that covers what we would like him to prepare for. My understanding is that he is to address these issues and be present at the meeting.

**We will also be holding the annual meeting of the Planning Commission in which officers are selected, and the annual report is reviewed.** Please see the enclosed revised agenda, meeting minutes (not previously included), and annual report.

Lastly, for those that didn't find out any other way, Roland Zettel was born on January 15, 2011, 7lbs, 6oz! Till Tuesday, take care everyone!

Sincerely,

Adam H. Zettel, AICP  
Zoning Administrator  
City of Swartz Creek  
[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)





CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
PLANNING COMMISSION  
RESOLUTIONS  
THURSDAY, FEBRUARY 01, 2011  
7:00 P.M.

RESOLUTION NO. 110201-\_\_

(CARRIED/DENIED)

MOTION BY COMMISSIONER \_\_\_\_\_, SUPPORT BY COMMISSIONER \_\_\_\_\_, THE SWARTZ CREEK PLANNING COMMISSION APPROVES THE AGENDA FOR THE JANUARY 20, 2011 PLANNING COMMISSION MEETING.

YES: \_\_\_\_\_.

NO: \_\_\_\_\_. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 110201-\_\_

(CARRIED/DENIED)

MOTION BY COMMISSIONER \_\_\_\_\_, SUPPORT BY COMMISSIONER \_\_\_\_\_, THE SWARTZ CREEK PLANNING COMMISSION APPROVES THE MINUTES FOR THE JANUARY 4, 2011 PLANNING COMMISSION MEETING.

YES: \_\_\_\_\_.

NO: \_\_\_\_\_. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 110201-\_\_

(CARRIED/DENIED)

MOTION BY COMMISSIONER \_\_\_\_\_, SUPPORT BY COMMISSIONER \_\_\_\_\_, THE SWARTZ CREEK PLANNING COMMISSION SELECTS COMMISSIONER \_\_\_\_\_ TO SERVE AS THE PLANNING COMMISSION CHAIRPERSON FOR A TWELVE MONTH PERIOD COMMENCING IMMEDIATELY AND ENDING AT THE NEXT ANNUAL MEETING OR AS STATED IN THE BYLAWS.

YES: \_\_\_\_\_.

NO: \_\_\_\_\_. MOTION DECLARED CARRIED/DENIED.

RESOLUTION NO. 110201-\_\_

(CARRIED/DENIED)

MOTION BY COMMISSIONER \_\_\_\_\_, SUPPORT BY COMMISSIONER \_\_\_\_\_, THE SWARTZ CREEK PLANNING COMMISSION SELECTS COMMISSIONER \_\_\_\_\_ TO SERVE AS THE PLANNING COMMISSION VICE-CHAIRPERSON FOR A TWELVE MONTH PERIOD COMMENCING IMMEDIATELY AND ENDING AT THE NEXT ANNUAL MEETING OR AS STATED IN THE BYLAWS.

YES: \_\_\_\_\_.  
NO: \_\_\_\_\_. MOTION DECLARED CARRIED/DENIED.

**RESOLUTION NO. 110201-\_\_ (CARRIED/DENIED)**

MOTION BY COMMISSIONER \_\_\_\_\_, SUPPORT BY COMMISSIONER \_\_\_\_\_, THE SWARTZ CREEK PLANNING COMMISSION SELECTS COMMISSIONER \_\_\_\_\_ TO SERVE AS THE PLANNING COMMISSION SECRETARY FOR A TWELVE MONTH PERIOD COMMENCING IMMEDIATELY AND ENDING AT THE NEXT ANNUAL MEETING OR AS STATED IN THE BYLAWS.

YES: \_\_\_\_\_.  
NO: \_\_\_\_\_. MOTION DECLARED CARRIED/DENIED.

**RESOLUTION NO. 110201-\_\_ (CARRIED/DENIED)**

MOTION BY COMMISSIONER \_\_\_\_\_, SUPPORT BY COMMISSIONER \_\_\_\_\_, THE SWARTZ CREEK PLANNING COMMISSION HEREBY APPROVES THE 2010 ANNUAL REPORT AND DIRECTS STAFF TO SUBMIT THE REPORT TO THE CITY COUNCIL.

YES: \_\_\_\_\_.  
NO: \_\_\_\_\_. MOTION DECLARED CARRIED/DENIED.

**RESOLUTION NO. 110201-\_\_ (CARRIED/DENIED)**

MOTION BY COMMISSIONER \_\_\_\_\_, SUPPORT BY COMMISSIONER \_\_\_\_\_, THE SWARTZ CREEK PLANNING COMMISSION HEREBY RECOMMENDS APPROVAL OF THE ORDINANCE TO REGULATE MEDICAL MARIJUANA DISPENSARIES AND GROWING FACILITIES WITH THE FOLLOWING CHANGES: \_\_\_\_\_

YES: \_\_\_\_\_.  
NO: \_\_\_\_\_. MOTION DECLARED CARRIED/DENIED.

**RESOLUTION NO. 110201-\_\_ (CARRIED/DENIED)**

MOTION BY COMMISSIONER \_\_\_\_\_, SUPPORT BY COMMISSIONER \_\_\_\_\_, THE SWARTZ CREEK PLANNING COMMISSION ADJOURNS THE FEBRUARY 01, 2011 PLANNING COMMISSION MEETING.

YES: \_\_\_\_\_.  
NO: \_\_\_\_\_. MOTION DECLARED CARRIED/DENIED.

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF PLANNING COMMISSION MEETING  
January 4, 2011**

Meeting called to order at 7:02 p.m. by Chairperson Stephens.

Pledge of Allegiance.

**ROLL CALL:**

Commissioners present: Abrams, Bueche, Florence, Florine, Grimes, Hurt, Ridley, Stephens.

Commissioners absent: Conner.

Staff present: Adam Zettel, Zoning Administrator.

Others present: Tommy Butler, Roberta Diaz-Cobb.

**APPROVAL OF AGENDA:**

**Resolution No. 110104-01**

**(Carried)**

Motion by Commissioner Florine support by Commissioner Hurt, the Swartz Creek Planning Commission approves the agenda for the January 4, 2011 Panning Commission meeting.

Unanimous voice vote.

Motion declared carried.

**APPROVAL OF MINUTES:**

**Resolution No. 110104-02**

**(Carried)**

Motion by Commissioner Hurt support by Commissioner Florine the Swartz Creek Planning Commission approves the Minutes, as corrected, for the November 16, 2010 Planning Commission meeting.

There was a short discussion.

Unanimous voice vote.

Motion declared carried.

**MEETING OPENED TO THE PUBLIC (NON-PUBLIC HEARING ITEMS):**

None.

**NEW BUSINESS:**

**Zoning Ordinance Amendment (Medical Marijuana)**

**Staff Presentation**

Adam Zettel spoke about the letter that was included in the Planning Commission packet. Mr. Zettel spoke about Proposal 081, passed November 04, 2008; permitting physician approved use of Medical Marijuana by registered patients with debilitating medical conditions. Mr. Zettel spoke about dispensaries and growing facilities and regulating them within the City. Mr. Zettel stated there are two basic issues with the framework that has been created by the State; legislation and subsequent administrative rules by the Department of Community Health. Mr. Zettel stated that the City attorney has drafted an ordinance which is presented in the Planning Commission packet.

Mr. Zettel explained that medical marijuana is regulated differently than all other prescription medications.

Mr. Zettel stated that areas of permitted use will be in specified industrial areas that would not be adjacent to or impact residential neighborhoods.

Commissioner Hurt questioned why the ordinance is written so that it prevents dispensaries from being on the same premises as growing facilities. Mr. Zettel advised it was based on a finding by City Attorney Gildner and that he could not speak to it without speculating. Mr. Hurt also questioned why the ordinance stated that inspections would be done once each calendar month. Mr. Zettel stated that he believes it is a mis-type and that it should probably read once each calendar year.

**Public Hearing**

Roberta Diaz-Cobb, 5379 Seymour Road, questioned the monthly inspections. Ms. Diaz-Cobb stated that she believes that is bullying. Ms. Diaz-Cobb questioned the hours of operation for dispensaries and growing facilities. Ms. Diaz-Cobb requested a copy of the entire ordinance. Ms. Diaz-Cobb stated that she opposes parts of the ordinance.

Tommy Butler, 40 Somerset, questioned if this ordinance was reactive or proactive. Mr. Butler stated that he believes the law is outrageous. Mr. Butler asked if the people who run the dispensaries are pharmacists. Mr. Butler questioned who would regulate the dispensaries and growing facilities in the City.

### **Planning Commission Discussion**

Commissioner Grimes commented that the only place that would apply to the ordinance would be a heavy industrial site, which would be the SPO plant and not right downtown.

Commissioner Bueche spoke about the monthly inspections. Commissioner Abrams suggested changing the wording of the ordinance to state that inspections shall be permitted, but without a time frame. Mr. Bueche addressed the hours of operation and stated that he believes it is better to not have providers available all hours of the night.

Commissioner Hurt questioned how many calls the City has received saying that marijuana sales should not be permitted in the City. Commissioner Bueche stated that there were none. Mr. Hurt stated that he sees this a lot like operating a hydroponic tomato farm in terms of zoning, land use, and so forth. Mr. Hurt stated that he agrees with striking from the ordinance how often inspections should be done. Mr. Hurt stated that he does not understand why the facilities should be kept 1000 feet from a school or church because impressionable kids wouldn't understand, but it's allowable to be next to a home. Mr. Hurt suggested that the distance be changed to 500 feet for churches as well. Mr. Hurt asked if the permits for compassion care clubs were regulated. He was advised that they were. Mr. Hurt questioned if these types of business were required to pay taxes. He was advised that they were.

Commissioner Stephens questioned how it works that the City is not supposed to know about existing facilities but they do, and the police regularly check on them. He was advised that the City is not able to check who has a medical marijuana card as that is considered medical record information. Mr. Stephens questioned if there was any chance that this law could be overthrown.

Commissioner Abrams spoke about a seminar that he attended where the medical marijuana law was gone over by a Cooley Law School professor. Mr. Abrams stated that the professor stated that the law was ripe with ambiguity and basically unenforceable. Mr. Abrams suggested that the ordinance wording be changed to indicate that the City is responding to the Michigan State Law and not doing it because the City is permitting or approving anything. Mr. Abrams stated that the Compassion Clubs should be addressed somewhere.

Commissioner Ridley stated that she feels that it is about time the City had this ordinance. Ms. Ridley stated that the ordinance is not set in stone, that it can be amended as the City chooses.

Commissioner Florence questioned what good the ordinance is to the community. Mr. Florence stated that he thinks the ordinance is reactive. Mr. Florence stated that he does not like the law.

Commissioner Hurt asked if there was any danger of someone opening such a facility in the City before the ordinance is passed. Mr. Bueche stated that he believed an ordinance could be put in effect quick enough to avoid that problem.

**Resolution No. 110104-03**

**(Carried)**

Motion by Commissioner Abrams, support by Commissioner Hurt, to postpone a decision on the medical marijuana resolution until a special meeting can be held on January 20, 2011 so that the City Attorney can look at it again.

YES: Florence, Florine, Grimes, Hurt, Ridley, Stephens, Abrams,  
Bueche.

NO: None. Motion Declared Carried.

**Resolution No. 110104-04**

**(Postponed)**

Motion by Commissioner Abrams, support by Commissioner Florine, the Swartz Creek Planning Commission hereby recommends approval of the ordinance to regulate medical marijuana dispensaries and growing facilities with the following changes: \_\_\_\_\_

No Vote. Motion Declared Postponed.

**MEETING OPENED TO THE PUBLIC:**

Tommy Butler, 40 Somerset, made the comment that he believes that people who get the marijuana from the dispensaries will sell the medical marijuana to other people on the street.

**REMARKS BY PLANNING COMMISSION MEMBERS:**

Commissioner Abrams stated that he hopes the Medical Marijuana law will be repealed.

Commissioner Stephens stated that he believes there is a legitimate use for marijuana for medical purposes. Mr. Stephens stated that it should go through the same process that other prescriptions do; through the pharmacy.

Commissioner Bueche spoke about the Sunday liquor sales and the effects on the City. Mr. Bueche advised the Commission that the City now owns the old Marathon station.

Commissioner Grimes stated that he wants more information on the Compassion Clubs.

**ADJOURNMENT:**

**Resolution No. 110104-05**

**(Carried)**

Motion by Commissioner Hurt, support by Commissioner Ridley, the Swartz Creek Planning Commission adjourns the January 4, 2011 Planning Commission meeting.

Unanimous voice vote.

Motion declared carried.

Meeting adjourned at 8:57 p.m.

8

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Paul Bueche,  
Secretary

*CITY OF SWARTZ CREEK*  
**SWARTZ CREEK, MICHIGAN**  
**PLANNING COMMISSION**  
**ZONING BOARD OF APPEALS**  
**2010 ANNUAL REPORT**

**To: The Honorable Richard Abrams & Swartz Creek City Council**  
**From: The Swartz Creek Planning Commission**  
**Subject: 2010 Annual Report**

Greetings,

### **Introduction**

In addition to the Planning Commission minutes that are delivered monthly to the City Council, the following is a summary report of the activities of the Planning Commission and Zoning Board of Appeals for the calendar year of 2010. This report is not to be confused with the monthly building report. Rather, this document is intended to summarize the general status and open-meeting decisions made by the Planning Commission (PC) and Zoning Board of Appeals (ZBA).

### **Summary Findings**

The PC and ZBA are still functioning very well. Attendance and participation remain high, and all plans, procedures, and policies are up to date. There has been less activity than in the past, but there have still been enough projects to occupy us. In fact, there has been an increase in activity from the 2009 calendar year when the planning commission reviewed only the senior center and the master plan. As in the previous year, resources for training and travel of the boardmembers and commissioners are noticeable strained.

Both the Planning Commission and ZBA saw limited activity in 2010, generally restricted to the finalization of the 2010 Master Plan, a few minor recommendations, and the reviews affiliated with the Family Farm & Home. The ZBA reviewed and approved two variances. The projects are listed below.

Also, as you are aware the full-time zoning administrator and planner position has been vacated and is being filled with the contract efforts of Mr. Zettel.

Concerning membership, both boards have retained their existing membership through reappointments. Attendance with the Planning Commission is more than adequate. Attendance with the ZBA was also sufficient. Current boardmembers appear to be active and take a strong interest in their respective fields.



## **Facts & Figures on Projects**

Below is an exhaustive list of projects that were reviewed by the Planning Commission and Zoning Board of Appeals.

<b>Project</b>	<b>Type</b>	<b>Review</b>	<b>Location</b>	<b>Size/Units</b>	<b>Value</b>	<b>Month</b>	<b>Approval</b>	<b>Status</b>
Swartz Creek Senior Center	PC, Institutional Development	Site Plan	8095 Civic	~4,600 Sq Ft	~\$0.5M	May	Yes	Near Completion
Swartz Creek Master Plan	PC, Internal Document	Statute	City-wide	N/A	N/A	February	Yes	Approved
Clayton Township Master Plan	PC, External Document	Statute	North of city	N/A	N/A	June	Yes	Approved
Dye Road Property Proposal	PC, Recommendation	Land Acquisition	3350 & 3386 Dye	2 parcels	N/A	September	Yes	Pending
Elms & Miller PUD	PC, Commercial Development	PUD	SE Elms & Miller	6.2 Acres	N/A	October - November	Yes	Pending
Family Farm & Home	PC, Commercial Development	Site Plan	SE Elms & Miller	~25,000 Sq Ft	~\$2.5M	November	Yes	Pending
Family Farm & Home	PC, Outdoor Sales	Special Land Use	SE Elms & Miller	~25,000 Sq Ft	N/A	November	Yes	Pending
Garage	ZBA, Residential	Variance	8098 Miller Rd.	N/A	N/A	February	Yes	Completed
Smoking Shelter	ZBA, Commercial	Variance	8006 Miller Rd	N/A	N/A	December	Yes	Completed

## **Boardmembers & Commissioners**

Below is the current list of the PC and ZBA membership.

<b>PLANNING COMMISSION</b>	
Robert Florine	5914 Cross Creek
James Florence	4296 Springbrook
Kathy Ridley	3414 Elms
Carl Conner	4061 Elms
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Bud Grimes	5171 Oakview Drive
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Richard Abrams	5352 Greenleaf Dr

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Curt Porath Council Rep	4485 Frederick St.
Ronald Schultz, Chairperson	4279 Springbrook
James Packer, Vice Chairperson	7216 Miller Rd.
Bradley Stiff (Alternate)	9040 Chesterfield Dr.
John Gilbert (Alternate)	7459 Miller Rd.

### **Conclusions - Looking Forward**

For the year 2010, we observed one of the least active years in memory. However, there was definitely interest in furthering some of the developable areas of the city, and that is a good sign for those that desire to see such changes.

In the coming year, it is quite possible that there will be more development or other reviews for these two bodies. We anticipate some additional proposals for the Miller and Elms PUD, stemming from the Family Farm and Home improvements and the city acquisition of the old Marathon station. It is quite possible that there may be some activity elsewhere in the city as the economy begins to strengthen. Housing demand remains incredibly low, but there may be some work proceeding with the Neighborhood Stabilization Program.

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

Sincerely,



Adam H. Zettel, AICP  
Zoning Administrator  
City of Swartz Creek  
azettel@cityofswartzcreek.org

*CITY OF SWARTZ CREEK*  
**SWARTZ CREEK, MICHIGAN**  
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Sincerely,



Adam H. Zettel, AICP  
Zoning Administrator  
City of Swartz Creek  
azettel@cityofswartzcreek.org

U.S. Department of Homeland Security  
Washington, D.C. 20472

COOL STUFF !!!!!



FEMA

Mr. Brent Cole  
Swartz Creek Area Fire Department  
8100-B Civic Dr.  
Swartz Creek, Michigan 48473-1590

Re: Grant No.EMW-2010-FO-03957

Dear Mr. Cole:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2010 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$67,720.00. The Federal share is 95 percent or \$64,334.00 of the approved amount and your share of the costs is 5 percent or \$3,386.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you request and receive any of the Federal grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

A handwritten signature in blue ink that reads "Elizabeth M. Harman".

Elizabeth M. Harman  
Assistant Administrator  
Grant Programs Directorate



## Agreement Articles



# FEMA

U.S. Department of Homeland Security  
Washington, D.C. 20472

## AGREEMENT ARTICLES

### ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

**GRANTEE:** Swartz Creek Area Fire Department

**PROGRAM:** Operations and Safety

**AGREEMENT NUMBER:** EMW-2010-FO-03957

**AMENDMENT NUMBER:**

### TABLE OF CONTENTS

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	FEMA Officials

#### Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

#### Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. By receiving funds under this grant, grantees agree that they will use the funds provided through the Fiscal Year 2010 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2010 Assistance to Firefighters Grant program guidance. All documents submitted as part of the application are made a part of this agreement by reference.

#### Article III - Period of Performance

The period of performance shall be from **22-JAN-11 to 21-JAN-12**.

#### **Article IV - Amount Awarded**

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$67,720.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$67,720.00

#### **NEGOTIATION COMMENTS IF APPLICABLE** (max 4000 characters)

The Program Office has made the following reductions to your grant:

The cost for the PPEs is \$1,900, not \$2,040.

Therefore, they have recommended the award at this level:

The total project cost was reduced from \$69,820 to \$67,720.

The federal share was reduced from \$66,329 to \$64,334.

The applicant share was reduced from \$3,491 to \$3,386.

#### **Article V - Financial Guidelines**

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

##### *A. Administrative Requirements*

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

##### *B. Cost Principles*

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

### C. Audit Requirements

#### 1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

##### **Article VI - Prohibition on Using Federal Funds**

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

##### **Article VII - GPD Allocations**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Assistance to Firefighters Grant Program guidance and application kit.

##### **Article VIII - Financial Reporting**

Recipients of any AFG grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

##### **Article IX - FEMA Officials**

**Program Officer:** Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

**Grants Assistance Officer:** Jane Early is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

**Grants Management Division POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2010-FO-03957	2. AMENDMENT NO. 0	3. RECIPIENT NO. 38-2646583	4. TYPE OF ACTION AWARD	5. CONTROL NO. W494324N
--	-----------------------	--------------------------------	----------------------------	----------------------------

6. RECIPIENT NAME AND ADDRESS Swartz Creek Area Fire Department 8100-B Civic Dr. Swartz Creek Michigan, 48473-1590	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Jane Early	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472
--	---	--

9. NAME OF RECIPIENT PROJECT OFFICER Brent Cole	PHONE NO. 8106352300	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960
--	-------------------------	--	-----------------------------

11. EFFECTIVE DATE OF THIS ACTION 22-JAN-11	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:22-JAN-11 To:21-JAN-12
--	---------------------------------	--	--

Budget Period From:29-OCT-10 To:30-SEP-11
---

## 15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2011-M0-3120GF- 25000000-4101-D	\$0.00	\$64,334.00	\$64,334.00	\$3,386.00
TOTALS			\$0.00	\$64,334.00	\$64,334.00	\$3,386.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
N/ADATE  
N/A18. FEMA SIGNATORY OFFICIAL (Name and Title)  
Jane EarlyDATE  
20-JAN-11

[Go Back](#)



Swartz Creek DDA  
Swartz Creek City Offices Fax:  
8083 Civic Dr.  
Swartz Creek, MI 48473

Phone: 810-635-4464  
810-635-2887

Date: February 5, 2011

**To: DDA Board Members**  
**From: Adam Zettel**  
**RE: February 9, 2011 DDA Board Meeting**

Hello everyone,

**There will NOT be a DDA meeting this coming Thursday, February 9, 2011.** It simply doesn't look like we will have enough to discuss at this time. I am still waiting on information concerning the taxable values that might lead us to boundary amendments. This should be available for the April meeting at the latest.

There still isn't anything new to report on the farmers' market or family movie night either. I have attempted to solicit sponsorships from Chase Bank and Financial Plus/Swartz Creek Chamber of Commerce. I have not had any luck from Chase (the branch manager tried, but the process seems too corporate), and my contact at the credit union has not yet returned my call. We could use four more \$400.00 sponsorships, each covering a movie night. Please, please, please ask around on behalf of the event to businesses or other entities that you think might come forward. If everyone could make one or two serious attempts, I think we can easily cover this event.

If you have items to add or discuss, please let me know straight away. We could look to hold a special meeting if need be. I want to move some of this stuff forward. Take care everyone and enjoy the snow while its here! If you have any questions or comments, give me a call.

Sincerely,

A handwritten signature in blue ink that reads "Adam Zettel".

**Adam Zettel, AICP**  
*azettel@cityofswartzcreek.org*

**Swartz Creek AYSO**  
**Region 512**

PO Box 64  
Swartz Creek, MI. 48473

February 10, 2011

City of Swartz Creek  
Attn: Paul Bueche -City Manager  
8083 Civic Drive  
Swartz Creek, MI.  
48473

Dear Mr. Bueche:

The Swartz Creek Region of the American Youth Soccer Organization has seen quite a bit of volatility in the past three years. In this timeframe we have moved on four separate occasions and are now back to the Middle School where we started. We have seen a decrease in numbers and although we suspect the economy is partially to blame, we also believe our parents are getting tired of moving around. We have always wanted to find a permanent home for our program and we believe that The City and our organization can find a mutually beneficial agreement. Swartz Creek AYSO Region 512 would like to utilize the 20 acre parcel located on Bristol Rd., between Heritage Village and The Service Parts Operations building. Our intention for this property will be to develop and maintain a soccer complex that will benefit the residents of Swartz Creek and the surrounding communities. We would like to lease the land from the city on a dollar lease plan, and would like a long term commitment from the city of 20 to 25 years in return for developing the land into a usable green space. During the lease period, we would expect full use of the facility. We would also like to have first right of refusal of any offer made on the parcel during the lease period.

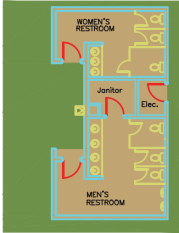
Sincerely,

Donald Lobdell  
Regional Commissioner AYSO Region 512

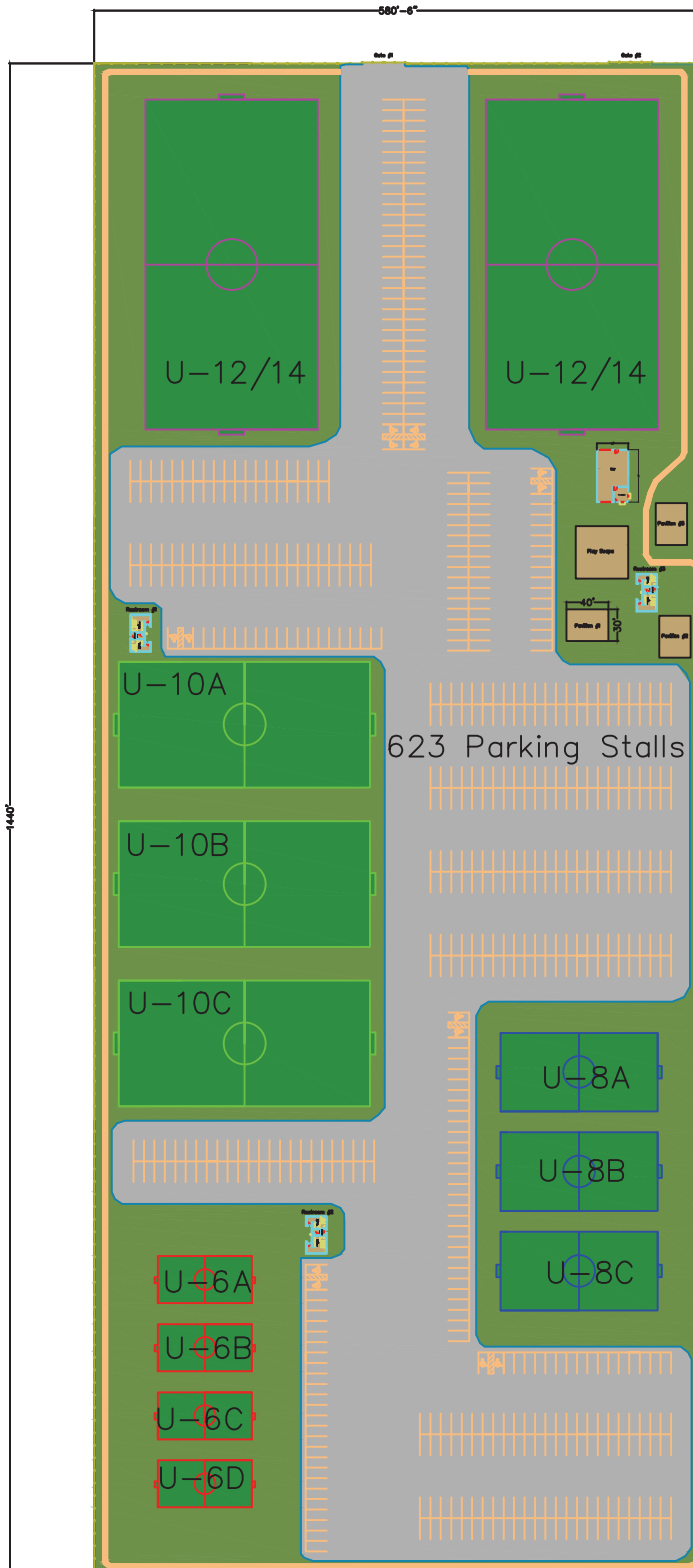
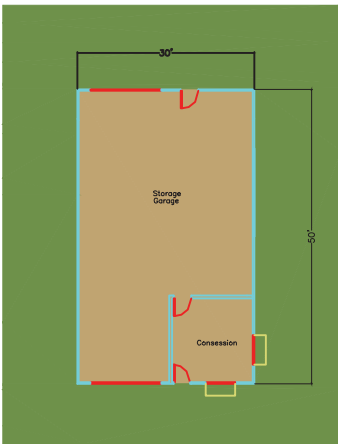
SWARTZ CREEK AYSO REGION 512



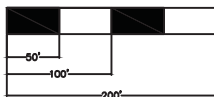
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TYPICAL CONCESSION AND STORAGE GARAGE



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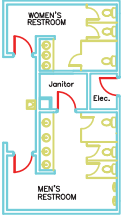
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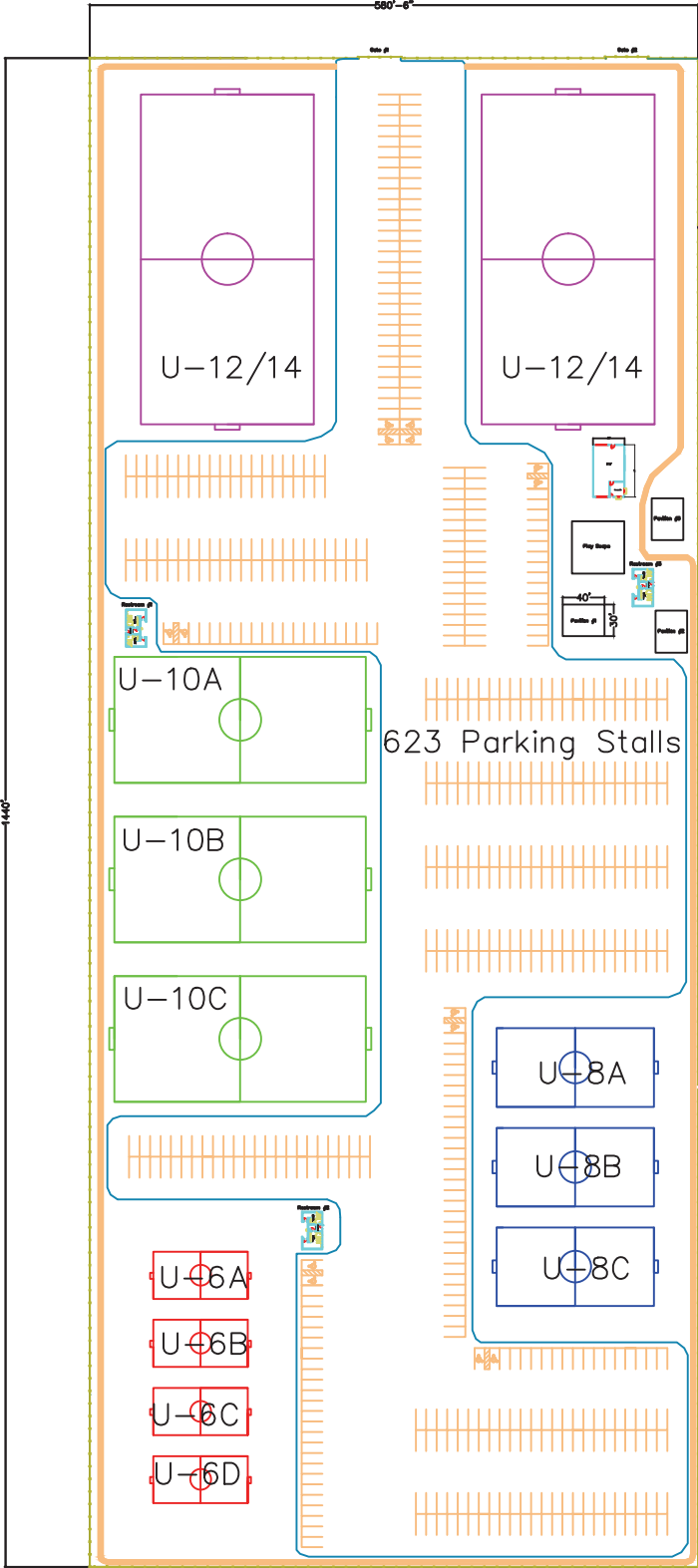
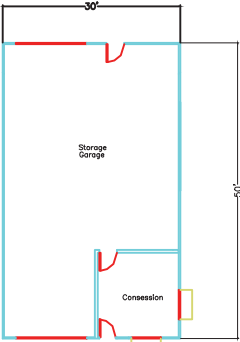
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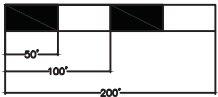
TYPICAL RESTROOM



TYPICAL CONCESSION AND STORAGE GARAGE



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# Project Plan

## AYSO 512 Field Complex

Project Name	Project Reference Number	Prepared By (print)	Preparer's Initials
AYSO 512 Field Complex	512-01	Timothy Burhans	TWB

### Management Summary

#### Executive Summary

Over the past several years our region has been allowed to use the common elements of the Swartz Creek School District. In 2008, we began to see that conflicts were beginning to arise based on the number of School and Club teams that were using the available space. At that time we decided to move our region and share the facilities used by Carmen Ainsworth AYSO. This joint endeavor proved to be challenging in many ways and ultimately had to end after the spring 2009 session. We spent the summer trying to find a new home and were directed to The Lions Club Park in Gaines. We played the Fall 2009 and Spring 2010 seasons in Gaines and then negotiated the move back to the school property. During this two year transition we saw a decrease in the number of registered players and have still not seen our numbers return to those levels. During the Fall 2010 season we had several instances in which there were not enough fields for all teams to practice on. The High School soccer teams use our main field to practice on until 5:30 P.M. daily and we also share the space with several travel teams from the Swartz Creek area. As we look to maintain and hopefully expand our organization, it is becoming evident that we need to find a permanent home for AYSO Region 512.

#### Proposed solution

As a board, we have regularly talked about building our own complex. We have a small amount of money set aside that has been earmarked for just this purpose. There is a 20 acre plot of land on Bristol Road that is owned by the city. We have been in contact with the city and they are interested in allowing us to lease the land on a dollar lease. In return, we will develop the land into a usable green space for the benefit of the entire community. This complex will be designed to fulfill all of the regions needs and will also be able to be used for other events as well.

#### Milestones

This is going to be an extensive project and will be executed over several years. It will require collaboration and funding from the city, our local businesses, and residents of the community. The following bullets will be important milestones on our way through the process:

- Letter of intent to inform the city that we would like to utilize the land
- Lease agreement and negotiation of terms with the city
- Fundraising Campaign
- Grant proposals
- Field design and plan approval
- Construction planning
- Phase planning and implementation
- Construction management

## **Project Charter**

The purpose of this project will be to plan, document, and implement the design and construction of a sporting complex capable of supporting our organizational needs and the needs of the local community.

### Current understanding of needs

- Field space for all age groups from u-5 thru u-19
- Restroom facilities
- Concession area
- Parking for 600+ vehicles at a time
- Storage facility for all equipment including lawn mowing equipment and goals during the off season
- Pavilion space (minimum of 4)
- Perimeter walking track

### High-level risks

- Inability to raise funds needed to complete project
- Real estate not available
- Region will be unable to afford the cost to maintain the area once completed
- City will sell the property to another entity after we complete the complex which would result in a loss of our investment
- Chosen property may not have fertile soil.

### Summary schedule and budget

- TBD

### Approval requirements

- All major project sign-off and any item dealing with AYSO funds will require a majority approval by the Regional Board of Directors
- Any minor changes will require written approval from the Regional Commissioner

### Project manager assignment

- Timothy Burhans will be assigned as the project manager.

### Authorizing signatures

#### Project objective

- Regional Commissioner

#### Project scope

- Regional Commissioner

## **Key Decisions**

### Project Life Cycle

- The life Cycle of the project will be five years and will be split into phases to be determined at a later date

#### Special considerations/ Tools to be used

- The project will begin as an internal plan, but may need to expand as the tasks become more complex and expand beyond the skill set of our organic group. There may be a need to hire a general contractor to manage the construction phase of the project. This will be considered a budgetary impact and will require board discussion and approval.

#### Processes used

- The PM will use Project Management Book Of Knowledge approved materials for the project these include, but are not limited to:
  - Project Plan
  - Gantt Charting
  - Vision and Scope Documentation (VSD)
  - Business Requirements Documentation (BRD)
  - Process Mapping
    - Use Case Scenario
    - Flow Charting
    - Risk analysis diagrams

#### Maintaining project integrity\*

- The PM will report the progress of the project to the Board on a monthly basis. A copy of the Project Plan, Gantt Chart, VSD, BRD, will be presented during these updates as they become relevant and available.
- Any changes to the project or the scope will be discussed during these meetings and changes to the documents will require a majority vote by the board.

#### Key management reviews

- Project Plan-Regional Commissioner
- VSD- Board of directors
- BRD- Board of Directors

#### **Deliverables**

Deliverables will be broken down into five main areas:

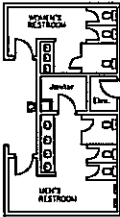
- Real Estate
- Funding
- Complex Design
- Complex Construction
- Revenue Generation

These deliverables will run on separate reporting schedules, but will be inter-dependent on the overall success of the project. These areas will be reviewed monthly by using the Gantt chart and the project plan.

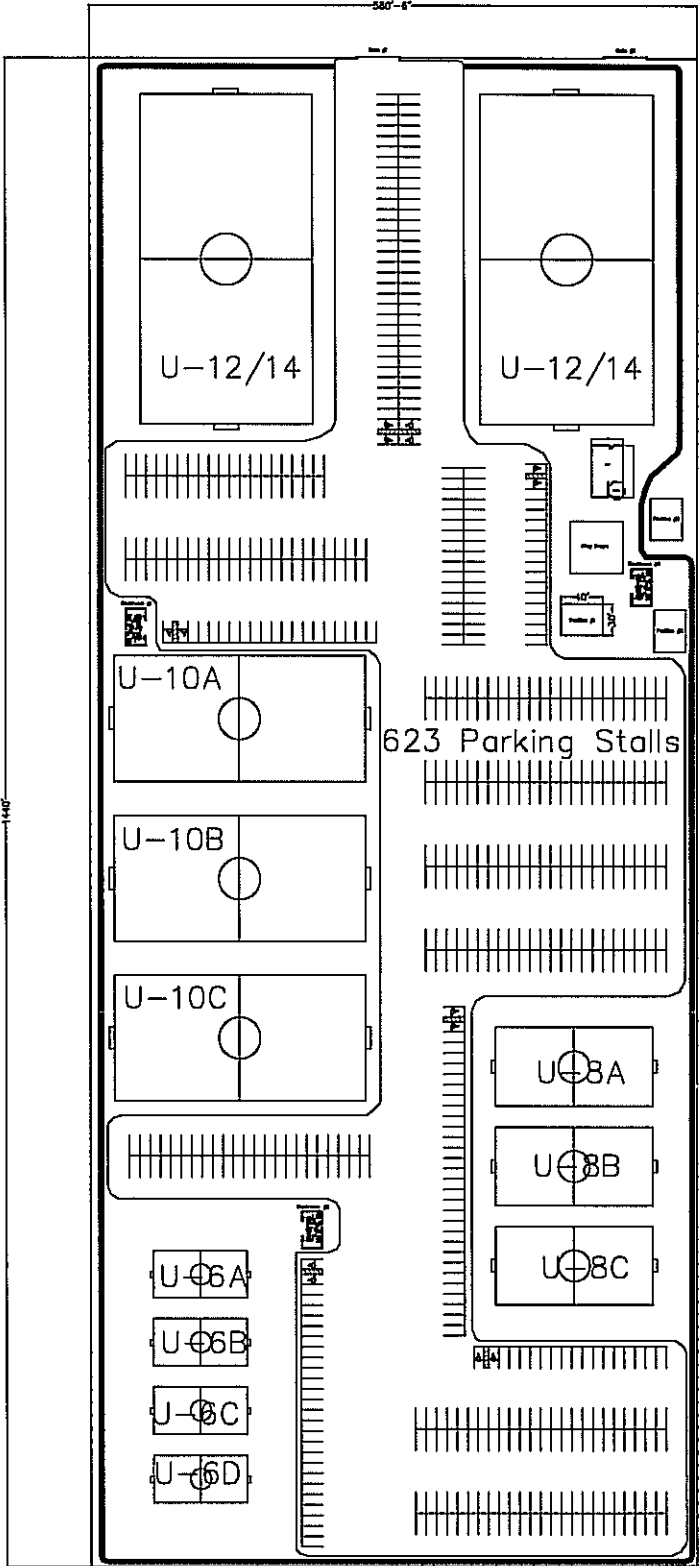
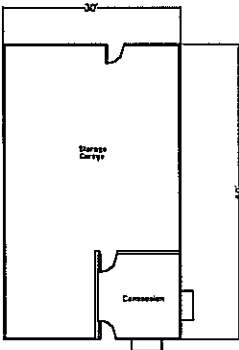
SWARTZ CREEK AYSO REGION 512



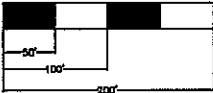
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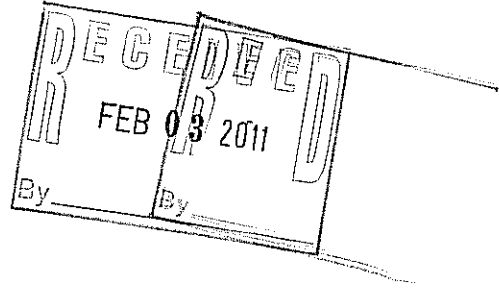


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February 1, 2011

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



Dear Mr. Bueche:

The channels that we provide to our customers are carried pursuant to contracts with the owners of those channels. These contracts expire from time to time, and one or more may be scheduled to expire in any given month. Negotiating programming rights agreements is a routine part of our business. We have successfully negotiated renewals of thousands of such agreements without incident.

In order to keep our communities informed of potential programming changes, Comcast has created a webpage containing upcoming programming contract expirations. The webpage is available at [www.xfinitytv.com/contractrenewals](http://www.xfinitytv.com/contractrenewals) and will display those channels for which programming contracts are scheduled to expire in the next three months.

At Comcast we are committed to providing our customers with the best in entertainment; we fully expect that we will be able to reach an agreement with the owners of these channels to continue carrying them well into the future. Should that situation change we will notify you immediately.

As always, if you should have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 586-883-7075.

Sincerely,

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