

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, March 28, 2022, 7:00 P.M.
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473
THIS WILL BE A HYBRID MEETING, WITH IN PERSON ATTENDANCE BY COUNCIL MEMBERS.**

1. **CALL TO ORDER:**
2. **INVOCATION:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of March 14, 2022 MOTION Pg. 31
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 8
6B. Staff Reports & Meeting Minutes Pg. 40
6C. Street Paving Bids Pg. 50
6D. SRTS Easement Pg. 57
6E. CDBG Grant Agreement Pg. 63
6F. Car Show Permits Pg. 101
6G. MDOT Agreement – Genesee Valley Trail Pg. 108
6H. Clayton Township Board Minutes Pg. 138
6I. Master Plan Draft Link
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. 8006 Miller Alley Usage Permit RESO Pg. 23
8B. Master Plan Distribution RESO Pg. 25
8C. Street Paving Bids RESO Pg. 25
8D. SRTS Easement Acquisition RESO Pg. 26
8E. CARES ACT/CDBG Grant Agreement RESO Pg. 27
8F. Car Show Permits RESO Pg. 27
8G. MDOT Agreement – Genesee Valley Trail RESO Pg. 29
8H. 8002 Miller Road Lease DISC/RESO
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 30

Next Month Calendar

Planning Commission:	Tuesday, April 5, 2022, 7:00 p.m., PDBMB
Park Board:	Wednesday, April 6, 2022, 5:30 p.m., PDBMB
City Council	Monday, April 11, 2022, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, April 14, 2022, 6:00 p.m., PDBMB,
Fire Board:	Monday, April 17, 2022, 6:00 p.m., Public Safety Building
Zoning Board of Appeals:	Wednesday, April 20, 2022, 6:00 p.m., PDBMB
City Council:	Monday, April 25, 2022, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, April 27, 2022, 10:00 a.m., Metro HQ

City of Swartz Creek Mission Statement

The City shall provide a full range of public services in a professional and competent manner, assuring that the needs of our constituents are met in an effective and fiscally responsible manner, thus promoting a high standard of community life.

City of Swartz Creek Values

The City of Swartz Creek's Mission Statement is guided by a set of values which serve as a common operating basis for all City employees. These values provide a common understanding of responsibilities and expectations that enable the City to achieve its overall mission. The City's values are as follows:

Honesty, Integrity and Fairness

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

Fiscal Responsibility

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

Public Service

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

Embrace Employee Diversity and Employee Contribution, Development and Safety

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

Expect Excellence

The City values and expects excellence from all employees. Just "doing the job" is not enough; rather, it is expected that employees will consistently search for more effective ways of meeting the City's goals.

Respect the Dignity of Others

Employees shall be professional and show respect to each other and to the public.

Promote Protective Thinking and Innovative Suggestions

Employees shall take the responsibility to look for and advocate new ways of continuously improving the services offered by the City. It is expected that employees will perform to the best of his/her abilities and shall be responsible for his/her behavior and for fulfilling the professional commitments they make. Administrators and department heads shall encourage proactive thinking and embrace innovative suggestions from employees.

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, MARCH 28, 2022, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **March 28, 2022** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Connie Olger, 810-429-2766 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provide below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

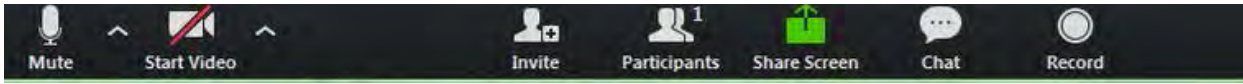
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DMTF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: March 28, 2022 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/u/kz4Jb4etg>

If you have any further questions or concern, please contact 810-429-2766 or email colger@cityofswartzcreek.org.

A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, the City Council General Operating Procedures, and other public board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
 - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.

5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.
6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the virtual application or by dialing *9 on their phone, if applicable.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF COUNCIL

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.

3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

City of Swartz Creek
CITY MANAGER'S REPORT

Regular Council Meeting of Monday, March 28, 2022 - 6:00 P.M.

TO: *Honorable Mayor, Mayor, Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: March 23, 2022

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS (Update)**

The city approved the appraisal for the Meijer Store, and our appraisal has been submitted to the MTT for initial review. We have a prehearing conference on May 3. The value determination is about \$11M. The petitioner appraisal came in a little over \$7M. While the difference is quite large, the gap on this valuation is substantially lower than the initial petition. Meijer's attorney rejected the offer to split the difference on the grounds that it would not save Meijer on tax expenses. We asked for a counter offer.

See the July 26, 2021 report for details on the Meijer appeal.

We continue with an appraisal of Family Farm and Home. This is for an appeal filed last year.

✓ **STREETS (See Individual Category)**

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP) (Update)**

We have really great news! Despite our concerns, the Morrish Road bid (including a mid-block crossing at Applecreek & a left turn lane on Fortino) has come in very low. The bids received are as follows:

Letting of March 04, 2022

Letting Call: 2203 013

Project: STU 25000-207635

Local Agreement: 21-5530

Start Date: April 4, 2022

Low Bid: \$761,976.61

Engineer Estimate: \$874,087.20

Pct Over/Under Estimate: -12.83 %

Completion Date: August 13, 2022

Description:

0.86 mi of hot mix asphalt cold milling and resurfacing, concrete curb, gutter, sidewalk and ramps, signing and pavement markings on Morrish Road from Miller Road to Bristol Road in the city of Swartz Creek, Genesee County. This is a Local Agency project.

5.00 % DBE participation required

Bidder	As-Submitted
Ace-Saginaw Paving Company	\$761,976.61
Lois Kay Contracting Co.	\$845,090.73
Ajax Paving Industries, Inc.	\$938,548.44
Cadillac Asphalt, L.L.C.	\$1,100,611.40

Total Number of Bidders: 4

The MDOT will review and likely approve the low bid, setting the table for work to start in April or May.

The construction engineering contract and 3rd party agreement have also been approved. We await word from the MDOT on commencement.

Applications for the next round of TIP have been submitted for Seymour and Miller (Morrish to N. Seymour). We appear to have secured funding for Miller Road, with Seymour coming in very close to being funded as well. This is not a final funding report, but we have a good feeling with the draft rankings.

✓ **STREET PROJECT UPDATES** (*Business Item*)

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.

We have a bid for paving in various areas. In short, it appears we could take care of the civic parking lot, Bristol (Elms to West city limit), Seymour Road, and Hill Road for under \$500,000. We have been assessing the situation from a financial and asset management perspective for the past two weeks. We recommend proceeding.

We have significant fund balances for major and local streets that are unencumbered at the moment. Of course, we have much work ahead of us in Winchester Village. However, even if this were to constitute usage of the community ARPA funds, I believe it is worth it.

Note that Miller Road, though bid in this process, has been accepted by the regional planning commission for federal funds.

In other news, some restoration on 2021 projects will occur in the spring, and lighting will require some work on Consumers Energy's end. Otherwise, we are in good shape!

OHM is preparing preliminary engineering for the remainder of Winchester Village and Winchester Woods. This is a very large scope of work. If we were not pursuing the USDA phase II, we would likely engineer a single street, perhaps Greenleaf. However, with the USDA funding prospect, it is possible that we will have a much larger scope of work to complete in the two year performance period.

We will report the status of the USDA grant so that we can better plan for future projects.

✓ **BRIDGE WORK** (*Update*)

We are cooperatively bidding work for the Elms Road bridge with the Genesee County Road Commission. The work required consists of an epoxy overlay on the Elms Road bridge. This work was called for during the last bridge inspection. The proposal from the GCRC indicates that the total cost is expected to be \$25,000.

Because this is being bid with about a dozen other county bridges, we expect the cost to be lower.

I will update the council with the bid results and timeline.

✓ **WATER – SEWER ISSUES PENDING** *(See Individual Category)*

✓ **SEWER REHABILITATION PROGRAM** *(Update)*

A large lining program is underway. This will finish up most of downtown and include Miller, from Elms to Morrish. Televising of lines is occurring now. Once complete, the lining will commence.

We held off on cleaning and inspections for future lining projects for the time being. When we consider our recent discussions regarding a jetting truck, it might be best to consider these only after we know if we are to do them in-house or with a contractor. Note that we are still looking at costs for in-house vs contracted cleaning. See the “sewer truck” section below for details.

✓ **WATER MAIN REPLACEMENT - USDA** *(Update)*

The west Miller, Morrish, Bristol Road, and Village segments are complete. The contractor is completing the add-on component of USDA phase I, which is the Miller Road segment from Raubinger to the Masonic Lodge. We are investigating some curb settling on Miller, which may need to be addressed by the contractor.

OHM is finishing an application for another round of USDA grant/loans. We have completed the 2025 theoretical budget and rate study. A public hearing is needed. The city has designated OHM as the project engineer.

This project will help us afford the remainder of the Winchester Village Streets:

Greenleaf
Winshall
Durwood
Norbury
Whitney
Seymour (South of Miller)

To align our water main and street projects, we needed to skip street reconstruction in 2022 so that the USDA process is ready to go. The upside is that 2023 and 2024 could see the total completion of all Village water main and streets. Doing so will also require another street bond (funded with existing revenues). This is something we can probably arrange for ten years like we did with the first segment of road work.

If the USDA application is approved, we will know our obligations towards additional notes or access to grants. We can then formalize a workable financial and construction plan to finish the Village streets and water main. Note that we seek preliminary engineering for the streets at this meeting (not water main at this time).

As presented by the GCDC on April 12, the new county Master Plan includes a northern loop and southern loop option to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There will not be any cost participation by the city, but the timeline is unclear. There are rumors that recovery act funds may be put forth to accelerate a loop.

The city is revisiting an effort to work with the county to abandon the 8" Dye Road water main in the vicinity of the rail line (west side of Dye). This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county 16" line. It appears the transition cost would be about \$25,000. Mr. Harris and I have learned of the needs from the county and are ready to proceed. We may look to add this as USDA work or bring back a separate proposal. Note that the city line will be abandoned, but the city will still retain the customers.

✓ **WATER SYSTEM MASTER PLAN (Update)**

The water reliability study has been submitted to the state. They are reviewing the document and will provide feedback. They have been doing so since September. We are seeking an update so we can move on with our lives. Once finalized, we can integrate the findings into the city capital improvement plan.

✓ **COMMERCIAL METERS AND TRANSPONDERS (Update)**

Rob is purchasing about \$10,000 worth of commercial meters. This is in the budget. The age of many of these are starting to raise flags concerning accuracy and reliability. We have definitely had some reliability issues with the larger meters at the schools.

We are just now pricing mechanical and ultra-sonic meters. The idea was to invest big and replace a majority of such meters in one swoop. However, we are now opting to buy them incrementally and replace them with our staff as time permits. With this program established, we will remove this section of the update from future reports.

In related news, the technology is available and affordable to move to a live read system for the entire community. This will enable all accounts in the city to be read at any time from city hall. Meters will also track data in increments of just a few minutes, and self-report abnormalities to the city. Such reports would include backwards flow, leaks, and high usage.

This system would cost under \$100,000 to install and would save substantially on routine reads, final reads, and troubleshooting. It would also save city customers tens of thousands of dollars each year in leaks (this will also reduce property damage). I am in favor of this transition. I think it makes financial sense and is a great customer service.

I have previously attached the proposal from our meter supplier. Staff will look to include the cost for this conversion in the next budget and see how things shake

out. In the meantime, I have been in contact with the legal department of the tower owner at 4355 Elms Road. I hope to affirm access rights soon.

✓ **STORM WATER MANAGEMENT** *(No Change of Status)*

We continue to move forward with formalizing more rigorous storm water management practices. This effort follows our agreement with DLZ providing inspection services, policy guidance, and training as a means to comply with state mandates and to ensure quality environmental outcomes related to storm water.

On February 22nd, we underwent our first audit of our storm water management practices and documentation. This includes our inspection and maintenance practices related to facilities and drains, construction standards, and testing of outfalls. Overall, the audit went well. However, there happened to be an unknown event occurring at the DPS during the inspections (hydraulic leak from a dump truck). The inspector is also not happy with our salt storage barn and aggregate parking lot. We may see some corrective action letters in the near future.

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

The last of the lots acquired prior to the special assessment have been sold. The city also has two more lots that were acquired through the tax reversion process. There is interest by the builder to proceed with acquisition and construction. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

Though the city cannot retain funds in addition to expenses for these lots, we are still expected to sell them at market value. Listings in Heritage for vacant units are \$10,000-\$12,000, and none of them are moving. I propose a price of \$10,000 for each lot. If there is no objection, I will bring this back to the council for the first step of the sale process.

✓ **NEWSLETTER** *(Update)*

The spring newsletter will be going out in a couple weeks. We plan to cover summer construction, elections, and routine spring notices on services.

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** *(See Individual Category)*

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. *(Update)* **The Genesee Valley extension is out for bid, and we have been granted additional ARPA funds for this project!** As of writing the SRTS project appears to be a 2023 project.
2. **The raceway owner is still considering racing.** The state has more bills in the works. We should know something soon. As a backup plan, the owner will be looking to repurpose the site and cooperate with our master plan process. For now, they have a temporary zoning permit to store surplus vehicles for GM. See details below.
3. The school appears to be actively seeking demolition bids for **Mary Crapo**. My understanding is that the school has some unmet playing field or recreational needs, and they may be looking to locate some facilities or courts to this site.

While the demolition of the school would deny the community a contributing historic structure, I do not see a viable and predictable way to reuse the site. For my part, I think the scale of rehabilitation of this building and any subsequent use is far beyond the city's resources. I see this as an issue for the school and broader community, especially given our current deferred maintenance needs within our parks.

4. The **school bond** passed and many improvements have occurred and many are expected throughout the district. The school is currently seeking approval from the county for additional improvements and paving at the middle and high schools. Total investment for this effort will exceed \$50 million over two to three years. The improvements so far are very impressive, especially what is occurring at the middle and high schools. The project is likely to result in another access to Cappy Lane for the high school. It also appears that the school will be adding a walking path on their high school campus that should be integrated with other pedestrian features.
5. **(Update) Street repair in 2022** is done! Morrish Road is out for bid! We have reasonable bids to repave Seymour, the parking area at city hall, and part of Bristol.
6. The **Apple Creek Station** development of 48 townhomes is on hold due to construction material availability and cost. They continue to seek final review by the county. If there is no change in status by the end of the year, we will remove this from future reports. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village.
7. The **Brewer Condo Project** is proceeding with building construction at this phase. The project includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Not everyone is a fan, but we believe it will be a positive addition to the downtown in the long run.
8. The next **Springbrook East** phase is under construction. They have pulled many home permits. There is currently an issue with a home that is under construction, with said home being placed outside the building footprint. A hearing on the variance was held on October 20th, and all dimensional variances were approved. We are requiring staking of all building footprint and foundation walls prior to commencement.
9. The **southwest corner of Elms & Miller** is seeing some increased activity. This is likely due to the consolidation of two more properties at a recent auction, greatly expanding the available footprint.
10. **(Update) Diesel Pros** is going to be seeking a site plan approval that will enable them to rebuild on Morrish Road after the fire in December.

✓ **TAP/DNR TRAIL (Business Item)**

The project is out for bid! MDOT is requiring a project agreement. This agreement reflects a similar process, terms, and conditions to that of the Traffic Improvement Program projects (such as Morrish Road). The agreement and resolution are included in the packet.

✓ **SAFE ROUTES TO SCHOOL** (*Business Item*)

We appear to have an agreement on the last of the four easements that are required for this project. Three have been signed already (school, Kincaid fair grounds, and Kincaid Apartments. We continue to communicate with the farmers on Bristol Road by Elms Elementary (Jaworsky). This was previously delayed due to the need to communicate with them about a potential USDA easement as well (to loop Heritage to Flint Township to the north).

We finished an appraisal for Jaworsky, as required by MDOT, and we recommend the city council approve the easement payment in the appraised amount of \$14,000. Note that the land to be used for this purpose will not be farmable moving forward, which is why we believe the full value payment is appropriate.

Preliminary engineering is underway. This project is likely to be done in 2022, or 2023. There is still a chance that this will be combined with the TAP/DNR project.

This is a substantial grant for another \$650,000+ for trails and walkways in the community! This will enable installation of paths near the middle school, Elms, and Syring for student safety. These connections will also enhance our trail network.

✓ **REDEVELOPMENT READY COMMUNITIES** (*No Change of Status*)

Burrito Bros, 8013 Miller, is applying for the Development District Liquor License. The council has resolved to support this. They have been engaging in due diligence on their end, and I have been sending information to the state in preparation, including the city's DDA plan and recent public and private investment. This demonstrates the area and business qualifications. They should be opening any day now.

We also submitted a grant on behalf of this business for the MEDC Match on Main grant. This grant has been awarded and will result in up to \$25,000 for investments in their downtown location (former Daves)! If so, we expect to activate the outdoor dining area!

The master plan is proceeding, and the city received the funds in September 2021, to assist with this (\$30,000). The MEDC continues to offer much in-kind support to our efforts.

Our community needs to find specific projects to exercise a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards a downtown project!

A link to this program is here: <https://www.miplace.org/programs/public-spaces-community-places/>

✓ **TAX REVERTED PROPERTY USE** (*No Change of Status*)

The Wade Street property is in the flood plain. J.W. Morgan was looking at it, but they have their hands full elsewhere, and this is a marginal site. I think we should consider looking to sell the property to a neighbor or having a home built ourselves. For the later option, I suspect we will not get our money back in the sale. However, we can take a tax exempt property with annual maintenance costs and put it on the tax rolls. Doing

so would provide over \$1,000 a year to our respective local levies & assessments...forever.

✓ **8002 MILLER** (*Business Item*)

The tenant has not paid anything towards March, which was due on the 1st. By this coming Friday (April 1), we will be two months behind.

Starting April 1, the tenant will be in a 'holding-over' position, which allows them to stay on a month-to-month basis with a 10% rent increase. If rent at \$2,000 is problematic, certainly \$2,200 a month with further stress the situation. Obvious options are to require payment of the rent increase and see where it leads, to waive the increase and maintain the status quo, to terminate the hold-over lease altogether, or to renegotiate the lease.

Given the consistent lateness and broken promises, I have this on the agenda. Based upon conversation from last meeting, I expect a resolution. However, given the array of options and unpredictability of late payments, I have not prepared a resolution.

✓ **CDBG** (*No Change of Status*)

Applications were submitted for the 2022-2024 cycle which will go towards senior services and new downtown residential neighborhood sidewalks. We signed updated agreements to receive and use these funds on September 2nd. Work will be in 2023 for the downtown sidewalks though.

✓ **GIS MAPS** (*No Change of Status*)

We are looking at activating our GIS by further auditing the data and creating 'widgets' to help us with specific tasks. The widgets would be applications that are made specifically to perform and track tasks, such as hydrant flushing, valve turning, and sewer cleaning. These applications will serve as a depository for GIS information on the asset, its current status, and future management. Depending on the scope of work, we may bring some of the proposals for application creation to the city council.

As of writing, we learned that we may be able to inventory our assets at an even lower price, enabling us to inventory sidewalk, traffic signs, and right-of-way trees. With the ability to tie these assets to our work order system, we may be able to construct and use one of the most advanced GIS/work order systems in the region. This would help us tremendously in our ability to conduct long term maintenance and capital improvement planning.

✓ **DISC GOLF** (*No Change of Status*)

Otterburn Park and the disc golf course is moving into the next phase! Basket 18 (the sledding hill) is looking amazing! The contractor is smoothing out some fairways and adding some topography to the rest of the course. We also have a plan for a circle-drive parking lot, with pavilion.

The disc golf committee has been working hard to place holes for baskets, clear fairways, and raise funds. They have been out there doing some very intense volunteering in October.

✓ **MASTER PLAN UPDATE** (*Business Item*)

The planning commission met on March 8th to go over the plan. The review was extensive, and included the downtown design guidelines. At this point, the planning commission is recommending distribution of the plan for review by the public and other stakeholders.

During the public review period, the plan can still be amended at will. Affirmation of approval is to be done by the planning commission AND city council down the road. A resolution is included with the packet to engage in formal distribution.

✓ **RACEWAY** (*No Change of Status*)

I met with ownership the week of the 14th. They are looking to proceed with reuse of the site, probably in the industrial realm. The likelihood of thoroughbred racing is very small. There may be a desire to test the waters of the community concerning the acceptance of industrial cannabis operations. We may see a concept plan for reuse this summer.

✓ **COVID AID** (*Update*)

With Covid aid being channeled through the ARPA program, this section is less relevant and will be removed from future reports. See the March 14, 2022 packet for the last detailed report.

✓ **PAVILION COMMITMENT** (*Update*)

There will not be additional funds for this. I am seeking additional pricing for the original scope of work. I hope to have this before the Farmer family and park board in April or May to begin to move us toward a product we can bid or otherwise contract. The previous report follows.

The city council has committed to installing a pavilion at Otterburn Park, including a commitment of \$20,000. I have reached out to four area builders about the creation of a concept and pricing thereof. One was initially helpful, but they have been non-communicative lately. I have gotten an initial response from a couple others, but there has been no follow up. Most recently, J.W. Morgan has agreed to sit down with the family and myself.

It appears there is basic agreement on an initial concept, which is to be a 30x40 slab with a pole barn style pavilion. No restrooms, power, or other features are included at this time. The contractor is going to scope a pavilion that resembles one that they constructed at Elms Elementary.

With current pricing, we will use this as a starting point to finalize a concept with the park board. Once complete, fundraising can begin. At this point, the family feels some pressure on the matter, especially during the holiday season, and they would like to ease up on the pace a bit. This is perfectly acceptable to us. It simply means that 2022 may be more of a fundraising year than an early construction year. Given our status at Otterburn, this works out well.

The park board is still taking the lead on this, with close input by Jentery's family. I will keep the council informed.

✓ **WATER OPERATIONS SERVICES** *(No Change of Status)*

We are in a position to proceed with an agreement with the GCDC-WWS to supply operational services to the city regarding the water distribution system. This has enabled us to have a broader array of options in selecting the next DPW Director. However, there is no rush to act quickly. We have the ability to take our time further study and consider options. One of the first items of business as we onboard a new director is to consider this option. I will keep the council informed.

✓ **SECURITY CAMERAS** *(No Change of Status)*

We got a second proposal on cameras, including system design advice (locations, coverage, etc.). It is much higher. I also got pricing from Comcast on high-speed internet to the site. At first, they wanted us to run fiber, but this would have been over \$1,000 a month. I requested coaxial pricing, which appears to be about \$300 a month. At this point, it appears that connectivity is best achieved through the wired system (Xfinity) instead of 4G.

We are looking at pricing to run conduit in the park. This will have the benefit of providing power (potentially) to additional pavilions. It is also essential if we are to power cameras and provide a feed to the recording device. Once complete, we can better plan for a security system.

As we consider the initial cost for security cameras, conduit, installation, and the monthly cost to operate the broad band and camera service, I think we are getting into territory where the security is costing more than the issues we are attempting to prevent. I will have this discussion with park board, but at a cost of about \$15,000 to install, and about \$5,000 a year to operate, we might be better off with the gates alone.

✓ **AMBULANCE SERVICE** *(Update)*

It appears that Genesee County 911 is going to be recognizing dedicated municipal ambulance service. They accepted all local resolutions (11 municipalities) at their meeting on March 8th. Swartz Creek approved a resolution an agreement at the regular meeting on March 14th. The agreement has been executed and the resolution sent to 911. I will keep the city council informed of this process.

✓ **LABOR AGREEMENTS** *(No Change of Status)*

The AFSCME agreement is due to be negotiated this spring, with a start date of July 1, 2022. Agreements for exempt employees are also due, though these will be individual in nature. Our efforts with this round of negotiations are to find ways to attract and retain talent, with the understanding that wages are only one piece of the puzzle and the modern workforce is much more attentive to working conditions such as flex time, remote work opportunities, independent job management, and new opportunities.

✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(See Individual Category)*

✓ **MONTHLY REPORTS** *(Update)*

We have routine departmental reports for review.

✓ **BOARDS & COMMISSIONS** *(See Individual Category)*

✓ **PLANNING COMMISSION** *(No Change of Status)*

The Planning Commission met on March 8, 2022. A complete draft of the master plan was thoroughly vetted. Numerous changes and updates were added. The commission voted to recommend distribution of the plan by the city council for public review, contingent upon the changes. I expect to have a modified draft available for the meeting on the 28th. If agreeable, the council will vote to distribute the plan for the 42 day review period. A public hearing and additional review will follow, with adoption sometime after that. Note that changes can still be made.

A development firm also gave a brief presentation to the commission during public comment. They are advocating retail marijuana sales in the city at one of two locations, with the vacant land by the gas station on Morrish Road or on the vacant land next to Little Caesars. There was no additional comment or deliberation. The city does not permit such uses.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(No Change of Status)*

The DDA met on March 10th. They considered policies to accommodate the increase in event activity downtown. This included review of the existing parade policy, a new general event policy, and a food truck policy. Having these in place will help greatly with the applications we are receiving for events like Jeoper Creekers, the proposed car show, and food truck vendors. Ultimately, these policies will need to be affirmed by the city council. They recommended some initial changes and will review the policies again on April 14th.

Note that the car show is likely to be proposed by a local non-profit and is to operate on the 4th Thursdays of summer months, from 5pm to 9pm.

✓ **ZONING BOARD OF APPEALS** *(Update)*

They met on March 16th for their annual meeting. The board retained the same panel of officers, with Mr. Packer as chair, Mr. Plumb as vice-chair, and Mr. Smith as secretary. Board members also participated in virtual ZBA training provided by the Michigan Association of Planning training on March 15th.

✓ **PARKS AND RECREATION COMMISSION** *(No Change of Status)*

The Park Board met on March 2nd. The disc golf came and made a report. They indicate that they will be commencing with basket and tee pad installation in the spring. They are hopeful that our contractor can finish some drainage work and exit the site prior to summer.

The board is considering seeking a name change to Bi-Centennial Park. They will revisit this at their April meeting.

The park board also worked with the Rowe liaison regarding the park plan review. They opted for a few various strategies for public engagement, including focus groups, surveys, and a town hall meeting. It is expected that this process will start in early summer. Final plan adoption will be in January 2023. This will ensure that we have a full five years of eligibility with DNR grants.

Lastly, the board recommended some signage purchases for Elms Park, including signs to cover littering, violation consequences, and improper use of vehicles.

Their next meeting is April 6 at the city office.

✓ **BOARD OF REVIEW (Update)**

The Board of Review held meetings on March 21st from 9am-12pm & 6pm-9pm, and March 22nd & 23rd 9am-12pm. During these sessions, they contestations of value for residential parcels and considered many veteran exemptions.

✓ **CLERK'S OFFICE/ELECTION UPDATE (Update)**

The election preparation for August is rolling. I have started ordering supplies. The county will be certifying all the cities ballot containers and the election tabulators have maintenance scheduled to be done both in April. I have prepared the council member petition packets and have these available. These packets are for Precincts 1-4 and one at Large position. Reminder we now have mail trays setup in the council chambers above the coat rack for councilmembers mail.

✓ **DEPARTMENT OF COMMUNITY SERVICES UPDATE (Update)**

It was decided to continue with the water main project on Miller Rd. to include an additional 800 ft. of water main. Additional funding from the USDA was identified, a recent, severe water main break at the corner of Raubinger and Miller Rd., rapidly rising costs due to inflation and materials availability encouraged the city to move forward with the work immediately. The additional water main installation is complete and now the main will continue through pressure testing, disinfection, tie in, service connections and final restoration/completion.

To date, this winter, we have had 21 snow events that have caused salting and/or plowing. The crews are doing a great job keeping up with demands caused by the winter weather and keeping the roads safe for the community. I'm hoping we are done with winter maintenance activities.

DPS has started street sweeping and we are working through the city.

We received 1 bid on our paving request for bids and that resolution is before you tonight for approval.

Woodchipping will start April 11th and continue throughout the spring, summer and fall once every other week.

✓ **TREASURER UPDATE (Update)**

Planning and preparation has begun for the ARPA funding report. The 2021 tax roll has been accepted by the County. Preliminary work continues for the draft recommended budget for fiscal year ending June 30, 2023. We are near the top of the waiting list with BS&A to get the Uniform Chart of Accounts updates implemented in our General Ledger. Financial aspects of the fleet management plan are being reviewed with the City Manager and DPS Director on an ongoing basis. Routine operations include, but not limited to, processing payments for delinquent personal and qualified real taxes, park reservations, building permits, etc., daily/weekly/monthly

journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **8006 MILLER ALLEY USAGE PERMIT** (*Business Item*)

The owner of 8006 Miller (both Jamison's and the building) is requesting an extension of alley way use permit for outdoor dining. This is a bit tricky in the long run, since they are occupying the area with a constructed patio. The city still maintains storm water and potable water lines within the alley. The other concern of the public is the inability to access the alley for deliveries. This impacts Jamison's, JT's, Laser's, and the general public. However, the patio has been in place for some time and seems to function well overall, considering all pros and cons.

In the long run, we might consider various means to transfer all or part of the ownership and maintenance responsibilities through a formal lease or similar instrument. Given the circumstances and pressing need to continue to have outdoor service as an option, I recommend we proceed with another extension. The previous extension was for 180 days. I recommend the same, with the condition that the city has the right to access the entirety of the site and will not be responsible for damages to any furnishings, deck space, or other constructs and materials.

✓ **CARES ACT SUBRECIPIENT AGREEMENT** (*Business Item*)

The city applied for and has been awarded \$14,934 for the purpose of providing supplies to enable and enhance outdoor events and programming. The city is to be a subrecipient of CARES Act CDBG funds to purchase tables, benches, waste receptacles, outdoor fire pits, and traffic barricades. The idea is that these supplies will allow the city to overcome COVID-style restrictions that force or encourage events to be outside.

Specifically, these supplies will supplement and enhance events like Jeepers Creekers, Hometown Days, Camp 911, Family Movie Night, and other such events that occur in downtown. The city will purchase supplies as outlined in the application and seek reimbursement from Genesee County per the attached subrecipient agreement. This is nearly identical to the CDBG program application that resulted in decorative street sign purchases in 2020. While it looks overly burdensome for about \$15,000, we can manage it. The agreement and resolution is included in the packet.

✓ **CAR SHOW** (*Business Item*)

The Jeepers Creekers non-profit group is looking to host monthly car shows in downtown Swartz Creek. The proposal is to close Holland Drive, Holland Square, and Miller Road (Morrish to Hayes) on the fourth Thursday of May (26th), June (23rd), July (28th), August (25th), and September (22nd). The closure would be from 5pm to 9pm.

This is a new and relatively impactful proposition for downtown. We have been preparing for such interest in recent months and years as we see continued interest in using Holland Square and Miller Road for new events. Certainly, the interest and potential positive impact of such an event is welcome. However, most of our Miller Road closures

are for parades or occur during weekends. This is a bit different, with the closure being more 'prime time' on Thursdays.

The DDA has been working with the organizer and downtown property owners to find solutions to expected issues. Though the blocking of traffic will certainly be an inconvenience to some, it is thought to be worthy of exploring. I have handed the applications to the Police Chief and DPW Director. At this point, we recommend proceeding.

✓ **FIRE DEPARTMENT BUDGET (*Business Item*)**

It appears that Clayton Township has formally resolved to increase the budget of the fire department to provide a \$1.50/hour wage increase to the firefighters. I do not have details concerning which firefighters, effective date, or the total budget adjustment value. In fact, I have heard from a number of sources, verbally, that the \$1.50 per hour increase is supposed to be \$1.50 from each unit, totaling \$3.00/hr. This is very unclear.

Clayton Board minutes are attached, but they contain few details. My reading of the interlocal agreement indicates that fire board must request such budget adjustments. I also do not believe the city or township can adjust wages, even with good intentions. To get a better understanding of the situation, I met with the fire chief and township supervisor on the 25th. We accomplished much. It appears that there is general agreement that firefighter compensation increases may have merit. However, it would be best served if the fire department and board studied and recommended a course on this.

Given that this is a contract update year for the department and that the next budget will be under review by summer, there will likely be agreement to take some time to review things. My understanding is that the township will look to extend the discussion and review of wages in the coming months, so there is not a need to act at this time. Furthermore, we are aware of pronounced, unfunded equipment needs for the department. These needs compete with available funds and will be considered concurrently with the wage/compensation question.

With that said, there has definitely been some consternation about the process taken to get us here. However, I believe any friction can be managed with the understanding that the city and township are agreeable to working together, with the fire department, to recommend a course of action for the coming budget that thoroughly addresses wages and equipment funding concerns.

Council Questions, Inquiries, Requests, Comments, and Notes

Ingalls Street: There continues to be an initiative to add a stop sign on Ingalls Street. I expect to get an opinion from Metro PD on the matter soon. The matter has been exacerbated by a driver leaving the roadway and hitting a home in

recent weeks. Though the issue was certainly due to excessive speeds and reckless driving that was in breach of all posted and known traffic laws, the incident is clearly being tied to the perceived need for a sign. While a new traffic control device may be warranted, I always caution council on making traffic control orders based upon popular opinion and an emotional reaction. It is far more likely that we can better control speeds through objective traffic calming methods such as narrowing, lane striping, street trees, etc.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, March 28, 2022, 7:00 P.M.**

Motion No. 220328-4A **MINUTES – MARCH 14, 2022**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, March 14, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220328-5A **AGENDA APPROVAL**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of March 28, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220328-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of March 28, 2022, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220328-8A **RESOLUTION TO APPROVE A TEMPORARY ALLEY
USAGE/CLOSURE PERMIT FOR THE ALLEY NORTH
OF AND ADJACENT TO 8006, 8010, 8012, 8014 MILLER
ROAD**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek enables closure and use of its public streets, plazas, and alleys upon application by a petitioner and approval by the city council; and

WHEREAS, the COVID pandemic has had a profound and dynamic impact on the community, including hospitality businesses that cannot provide in-person service, greatly jeopardizing the abilities of these businesses and property owners that rely on this industry; and

WHEREAS, grants were made available to enable outdoor dining, including winter service, for those business that can pursue this as an option; and

WHEREAS, the owner of 8006, 8010, 8012, and 8014 Miller Road houses two restaurant businesses that are immediately south of and adjacent to the city's public alley; and

WHEREAS, this alley is the only accessible space in which to safely accommodate outdoor service for Jamison's as well as JT's; and

WHEREAS, temporary use of this alley has been granted by the city council for the purposes of outdoor dining at this location, but such use and access has expired; and

WHEREAS, public utilities, including water and storm water, exist in the subsurface of the ally.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby authorizes and extends closure and private use, including routine maintenance (waste removal, snow removal, and general safety) of the city alley north of and adjacent to 8002, 8010, 8012, and 8014 Miller Road for the purpose of food service, including alcohol sales, inclusive of all stipulations and conditions as specified and listed within the original permit and the extension, dated March 22, 2022, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all activities.

BE IT FURTHER RESOLVED that the closure and use of said alley shall commence immediately and be valid for 180 days.

BE IT FURTHER RESOLVED that the closure and use of said alley is conditioned upon the retention of the city's access rights to operate and maintain all public utilities, systems, and appurtenances on and underneath the alley surface.

BE IT FURTHER RESOLVED that, as a condition of the permit, the city shall not be responsible for any private, personal property that may be damaged within the alley confines for any reason, including deliberate action by the city to access surface or subsurface utilities.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220328-8B

RESOLUTION TO APPROVE DISTRIBUTION OF THE MASTER PLAN FOR PUBLIC REVIEW

Motion by Councilmember: _____

WHEREAS, Michigan Public Act 33 of 2008, the Michigan Planning Enabling Act, requires a community to adopt a master plan and sets forth the procedures for such plan review and adoption; and

WHEREAS, the City of Swartz Creek Planning Commission and DDA have been working with community stakeholders to develop a draft Master Plan; and

WHEREAS, a draft plan has been created, is substantially complete, and the planning commission recommended distribution and review by the public and other appropriate agencies at its meeting on March 8, 2022.

NOW THEREFORE, BE IT RESOLVED, that the Swartz Creek City Council authorizes the plan for distribution and directs the city manager to distribute the plan and schedule a public hearing in accordance with the Planning Enabling Act (PA 33 of 2008, as amended).

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220328-8C

RESOLUTION TO APPROVE PAVING PROJECTS FOR MAJOR STREETS, LOCAL STREETS, AND PUBLIC PARKING

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major streets, local streets, and public parking areas; and

WHEREAS, most streets will not receive outside funding for maintenance, rehabilitation, or reconstruction; and

WHEREAS, it is prudent to rehabilitate service areas in a timely fashion to avoid increased costs that are associated with road and parking lot base deterioration; and

WHEREAS, the city solicited bids for rehabilitation of the civic campus parking lot and a number of major and local streets; and

WHEREAS, Ace Asphalt is the low bidder, and is found to be qualified to perform the work.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the bids to rehabilitate the civic campus parking lot, Seymour Road, and Bristol Road (Elms Road to west city limit).

BE IT FURTHER RESOLVED the city council direct the city manager to prepare and execute a standard contractors agreement for the approved activities.

BE IT FURTHER RESOLVED, that the city council directs the city treasurer to transfer unencumbered and unreserved general fund dollars to the respective street funds to enable the project.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220328-8D

A RESOLUTION TO AUTHORIZE A FAIR MARKET VALUE OFFER TO 6434 BRISTOL ROAD FOR A PERMANENT EASEMENT TO CONSTRUCT, OPERATE AND MAINTAIN THE SAFE ROUTES TO SCHOOL PATH

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has formally planned for, acquired funds for, and intends to construct an extension of the Genesee Valley Regional Trail as well as a connected Safe Routes to School laterals; and

WHEREAS, the trail is a high priority regional asset that functions as an integral part of a non-motorized transportation network, as well as a recreational asset; and

WHEREAS, the trail extension will provide value for public use for walkers, bikers, joggers, and other users by providing a direct health and recreational benefit and by providing access to non-motorized travel between key destinations; and

WHEREAS, MDOT standards for construction require a substantial and ridged footprint to accommodate the 10 foot wide path and accompanying shoulders; and

WHEREAS, some sections of the path lack the proper right-of-way to accommodate the path; and

WHEREAS, some permanent easements have not yet been acquired through donation or good faith offers acquisition; and

WHEREAS, the city has been working with said property owners to negotiate a market transaction for permanent easement rights; and

WHEREAS, the owner of 6434 Bristol Road is agreeable to provide the easement for the sum of \$14,000, a sum that reflects a market appraisal.

THEREFORE, BE IT RESOLVED that the City of Swartz Creek authorizes and directs the city manager to sign and execute permanent easement as included in the city council packet of March 28, 2022.

BE IT FURTHER RESOLVED that the city shall issue payment directly to the property owners at the time of easement execution, as directed by the city attorney.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220328-8E RESOLUTION TO APPROVE THE CARES ACT/CDBG SUBRECIPIENT AGREEMENT

Motion by Councilmember: _____

WHEREAS, applied to a call for projects to receive a share of CARES Act CDBG funds, for the purpose of mitigating COVID measures and enhancing outdoor public events; and

WHEREAS, the Genesee County Board of Commissioners approved the request at their meeting on March 16, 2022; and,

WHEREAS, a subrecipient agreement is required to spend and request reimbursement for the \$14,934 in awarded funds.

NOW, THEREFORE, BE IT RESOLVED THAT the Swartz Creek City Council approves the Subrecipient Agreement Between the County of Genesee and City of Swartz Creek, as included in the city council packet of March 28, 2022.

BE IT FURTHER RESOLVED THAT the Swartz Creek City Council authorizes and directs the city manager to execute the agreement on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

*******Master Resolution*******

Resolution No. 220328-8F RESOLUTION TO APPROVE AN EVENT PERMIT FOR JEEPERS CREEKERS, INC TO CLOSE STREETS AND HOLLAND SQUARE ON FIVE OCCASIONS FOR A CAR SHOW AND VENDOR SETUP

Motion by Councilmember: _____

WHEREAS, Jeepers Creekers, Inc (JC) organization is a recognized charitable entity that operates in Swartz Creek; and

WHEREAS, the JC is seeking permits and approvals to operate a car show on public grounds within the city, including the parking of cars on the roadway, closing of the roadway, sound amplification, food service, and related activities; and

WHEREAS, the City Council finds the JC organization and the event to be beneficial to the public and in good standing; and

WHEREAS, the 20.01.G of Appendix A of the City Code of Ordinances provides for conditions of approval for a festival within the city, provided that the duration is less than 10 days, the operator is a charitable entity, and city council approval is required.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves Resolutions/Motions 220328-8F1 through 220328-8F3, allowing for the various permits related to Car Show Event, to be held on five non-consecutive Thursdays, May 26, June 23, July 28, August 25 and September 22, inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220328-8F1 JEEPERS CREEKERS, STREET FESTIVAL, GENERAL STREET & PROPERTY USE PERMITS

I Move the City of Swartz Creek approve and authorize the Swartz Creek Chamber of Commerce’s application for street closing and City property use permits for the following locations:

1. 5012 Holland Drive
2. Miller Road (Morrish to Hayes)
3. Holland between Miller and Ingalls
4. Park Land located to the North and Northwest of the intersection of Morrish and Ingalls

Street and City property use subject to the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Sufficient number of portable bathrooms placed and located, and litter control program in accordance and under the approval of Director of Community Services.
3. Approval by the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

Resolution No. 220328-8F2

JEEPERS CREEKERS, HOLLAND SQUARE USAGE PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Jeepers Creekers, Inc’s application for use of Holland Square from 5pm to 9pm on May 26, June 23, July 28, August 25, and September 22, under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. General approval, and under the direction and control of the Office of the Chief of Police.
3. Adherence to the city’s event and public plaza usage procedures

Resolution No. 220328-8F3

JEEPERS CREEKERS, STREET USAGE PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Jeepers Creekers, Inc’s application for street closing / usage permit for from 5pm to 9pm on May 26, June 23, July 28, August 25, and September 22 for purposes of conducting a car show on Miller Road (Morrish to Hayes) and Holland Drive under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. General approval, and under the direction and control of the Office of the Chief of Police.
3. Adherence to the city’s street closure and usage procedures.

Resolution No. 220328-8G

RESOLUTION TO APPROVE A CONTRACT WITH THE MDOT AND TO DESIGNATION OF SIGNATORY

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is planning and constructing a network of regional and local trails and has been awarded a grant from the State of Michigan MDOT via the Transportation Alternates Program; and

WHEREAS, the City has been awarded such funds to extend the Genesee Valley Trail, from Dye Road to Elms Park, in the amount of \$551,351 for Part A and \$16,661 for Part B; and

WHEREAS, the project has been let for bids by the MDOT, and a contract is required set basic terms and conditions of the project and its funding, including the establishment of designated signers; and

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council accepts the MDOT Contract #22-5058, Control Section Number TA 25000, Job Number 204304CON and 214164CON.

BE IT FURTHER RESOLVED, the Swartz Creek City Council designates Mayor David A. Krueger and Clerk Connie Olger as signatories for the MDOT contract.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220328-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of March 28, 2022.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 03/14/2022**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, Mike Gildner City Attorney.

Others Present: Jim Barclay, Lou Fleury, Rob Merinsky, David Spillane Tammy Parenteau.

Others Virtually Attended: Lania Rocha, Bob Plumb.

APPROVAL OF MINUTES

Resolution No. 220314-01

(Carried)

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the amended Minutes of the Regular Council Meeting held Monday February 28, 2022, to be circulated and placed on file.

YES Florence, Gilbert, Hicks, Krueger, Pinkston, Henry, Cramer.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 220314-02

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, presented for the Regular Council Meeting of March 14, 2022, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Henry, Cramer, Florence.
NO: None. Motion Declared Carried.

CITY MANAGER'S REPORT

Resolution No. 220314-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

I Move the Swartz Creek City Council accept the City Manager's Report of March 14, 2022, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Henry, Cramer, Florence, Gilbert.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE A PROPOSAL FOR BRIDGE INSPECTION SERVICES

Resolution No. 220314-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major streets, including two bridges; and

WHEREAS, the Federal Highway Administration requires inspection of these bridges by a certified professional once every two years; and

WHEREAS, Rowe Professional Services Company is a qualified engineer of the city and has completed these inspections previously and maintains a working knowledge of the process and bridge particulars; and

WHEREAS, Rowe proposes to complete and submit bridge reports to the city and the MDOT for a fee of \$425 each.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the bridge inspection proposal by ROWE Professional Services Company, dated February 28, 2022.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said proposal on behalf of the city and for the city treasurer to appropriate such costs to the Major Street Fund.

Discussion Ensued.

YES: Krueger, Pinkston, Henry, Cramer, Florence, Gilbert, Hicks.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE AN AGREEMENT WITH THE GENESEE COUNTY ROAD COMMISSION FOR COOPERATIVE BRIDGE MAINTENANCE WORK

Resolution No. 220314-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major streets, including two bridges; and

WHEREAS, the Federal Highway Administration requires inspection of these bridges by a certified professional once every two years; and

WHEREAS, Rowe Professional Services Company inspected the Elms Road bridge and determined that an epoxy overlay of the deck and other, miscellaneous, work needed to be completed; and

WHEREAS, the Genesee County Road Commission is engaging in such work at a large scale, and the city finds it to be in the best interest of the public to cooperate in the cooperative bid as offered by the GCRC.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the Local Road Agreement with Genesee County Road Commission for the Elms Road Bridge over the W. Branch of the Swartz Creek Bridge Epoxy Overlay, as included in the March 14, 2022 city council packet.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor and Mayor Pro Tem to execute said proposal on behalf of the city and for the city treasurer to appropriate such costs to the Major Street Fund.

Discussion Ensued.

YES: Pinkston, Henry, Cramer, Florence, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE AN AMBULANCE SERVICE AGREEMENT AND TO NOTIFY THE 911 CONSORTIUM

Resolution No. 220314-06

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek desires to enter into an Emergency Medical Services Agreement with Medstar, Inc., to provide Advanced Life Support and Basic Life Support ambulance services; and

WHEREAS, the City of Swartz Creek desires to notify Genesee County Central Dispatch Authority that Medstar has been selected as the EMS provider within the above-listed communities and to direct that Medstar be sent to all 911 EMS requests in the City of Swartz Creek; and

WHEREAS, the above-mentioned contract provides for effective controls and mechanisms to ensure appropriate and sufficient service levels and quality for 911 EMS requests in the City of Swartz Creek.

NOW THEREFORE BE IT RESOLVED, the City of Swartz Creek, pursuant to applicable powers and authority, recognizes Medstar, Inc. as its EMS provider as set forth in its agreement with Medstar, and authorizes and directs the Mayor to execute the agreement on behalf of the city.

BE IT FURTHER RESOLVED, the City of Swartz Creek directs the Consortium to dispatch Medstar, Inc. exclusively within the City's jurisdiction, subject to applicable backup service agreements.

BE IT FURTHER RESOLVED, the City of Swartz Creek holds the Consortium harmless from any claims it may have against the Consortium arising from Consortium recognition of the EMS services contract set forth above and attached hereto.

Discussion Ensued.

YES: Henry, Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.
NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE COMMISSION APPOINTMENTS

Resolution No. 220314-07

(Carried)

WHEREAS, an agreement is required for the city to function as intermediary in the reimbursement process.

NOW THEREFORE, BE IT RESOLVED, that the Swartz Creek City Council approves the Michigan Economic Development Corporation Match On Main Grant Agreement With City of Swartz Creek, Case, 347009, and authorize and direct the City Manager to sign on behalf of the city.

BE IT FURTHER RESOLVED, that the Swartz Creek City Council authorize and direct the city manager to process and execute any and all documentation necessary to carry out the terms of the agreement.

Discussion Ensued.

YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Henry, Cramer.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE USDA ENGINEERING SERVICES AGREEMENT WITH OHM ADVISORS

Resolution No. 220314-09

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Henry

WHEREAS, the City of Swartz Creek intends to apply for USDA loan and grant funds to complete the replacement of water main within the city; and

WHEREAS, an agreement for engineering services, outlining specific tasks and corresponding costs, is required as part of the submission to the USDA; and

WHEREAS, OHM Advisors has successfully and competently applied for, been awarded, and executed Phase I of the city's USDA water main program with the USDA.

NOW THEREFORE, BE IT RESOLVED, that the Swartz Creek City Council approves the Agreement Between Owner and Engineer For Professional Services Pertaining To USDA Water Loan, as included in the city council packet of March 14, 2022, and authorize and direct the Mayor to sign on behalf of the city.

BE IT FURTHER RESOLVED, that the Swartz Creek City Council authorize and direct the city manager to process and execute any and all documentation necessary to carry out the terms of the agreement.

YES: Gilbert, Hicks, Krueger, Pinkston, Henry, Cramer, Florence.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE AGREEMENTS FOR THIRD PARTY CONSTRUCTION ENGINEERING SERVICES FOR AN MDOT FUNDED ROAD PROJECT

Resolution No. 220314-10

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Florence

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major streets, including two bridges; and

WHEREAS, the city has been awarded funds by the MDOT to perform extensive rehabilitation to Morrish Road; and

WHEREAS, the MDOT is likely to accept the apparent low bid by Ace Asphalt to commence road work in April or May of 2022; and

WHEREAS, the MDOT requires construction engineering (CE) services to be performed, as well as affirmation of the status of that engineer as a third party to the original street project application; and

WHEREAS, OHM has been the city's primary pre-qualified federal engineering contract service provider on road projects.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the construction engineering professional services agreement for Morrish Road, dated March 8, 2022.

BE IT FURTHER RESOLVED the City of Swartz Creek approves the third party MDOT agreement, as included in the March 14, 2022 city council packet .

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said agreements on behalf of the city and for the city treasurer to appropriate such design costs to the Major Street Fund.

YES: Hicks, Krueger, Pinkston, Henry, Cramer, Florence, Gilbert.

NO: None. Motion Declared Carried.

8002 MILLER ROAD LEASE

DISCUSSION

Adam Zettel, City Manager, reviewed the options the council should consider with the tenant. The lease expires March 31st. Tenant currently owes March's rent which was due March 1st. Mr. Zettel request council's input.

Mayor Krueger stated the water/sewer is caught up, and hopefully with no Covid restrictions she will be able to keep up on rent.

Councilmember Cramer stated he had a business owner comment that they think the city is sending the wrong message by extending its hand many times.

Councilmember Henry feels that we don't have to decide until April that we wait until next meeting to see if the rent is paid before we decide. He does not want the rent to get past 30 days to start with court proceedings.

Councilmember Florence supports moving forward as we discussed and not allow deferments in payments and doesn't feel we should extend any months.

Mr. Zettel commented in past many options have been offered to tenant.

RESOLUTION TO APPROVE A PROPOSAL FOR BRIDGE INSPECTION SERVICES

Resolution No. 220314-11

(Amended)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council amend agenda item 8A/resolution #220314-04 to \$450 per each.

***WHEREAS,** Rowe proposes to complete and submit bridge reports to the city and the MDOT for a fee of \$425 each.*

YES: Krueger, Pinkston, Henry, Cramer, Florence, Gilbert, Hicks.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Jim Barclay 8420 Cappy Lane, wonders why the flower shop hasn't been put up for sale since the tenant has defaulted. Mayor Krueger responded we didn't want an empty building. Mr. Barclay feels the city needs to sell the property. Mr. Barclay also noticed a car in the alley with no plate on it. He feels the city just needs to sell the property.

David Spillane 6498 Bristol Road, agrees with Mr. Barclay on the flower shop property. He wanted clarification on the SRTS on Bristol Road. Mr. Zettel responded the start of trail is at Dye Road connecting to current trail in Flint Township. Mr. Spillane also has concerns about the racetrack and cannabis uses. Mr. Zettel responded that the city has opted out. Mr. Spillane spoke on stormwater discharge and Mary Crapo being repurposed.

REMARKS BY COUNCILMEMBERS:

Councilmember Pinkston spoke on a Swartz Creek connection with US Womens Soccer Team.

Councilmember Gilbert is concerned with a time conflict of the ZBA meeting. He also thinks we should keep thinking spring.

Mayor Pro Tem Hicks introduced Tammy Parenteau the new appointed Board of Review Member.

Councilmember Cramer is looking forward to spring weather. He also commented the Methodist Church on Morrish Road is not leaning toward selling the property.

Councilmember Henry wondered what happened to the properties in village that has damage due to snowplowing. Mr. Zettel responded new equipment and new employee.

Mayor Krueger reminded everyone that the Winds Symphony Concert is next Monday night at the PAC. The Swartz Creek Historical has spoken to him about being on their Board of Directors.

ADJOURNMENT

Resolution No. 220314-12

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular meeting of March 14, 2022 at 8:34 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 02/28/2022

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
Revenue					
000.000 - General	2,374,764.00	2,414,111.78	2,398,585.04	15,526.74	99.36
172.000 - Executive	0.00	9,350.00	9,350.00	0.00	100.00
215.000 - Administration and Clerk	30.00	30.00	0.00	30.00	0.00
301.000 - Police Dept	4,250.00	4,995.10	8,209.90	(3,214.80)	164.36
334.000 - Metro Police Authority	0.00	0.00	41,125.35	(41,125.35)	100.00
336.000 - Fire Department	0.00	0.00	1,560.29	(1,560.29)	100.00
345.000 - PUBLIC SAFETY BUILDING	26,500.00	26,500.00	15,582.08	10,917.92	58.80
371.000 - Building/Zoning/Planning	54,950.00	54,950.00	47,201.75	7,748.25	85.90
410.000 - Building & Zoning & Planning	0.00	0.00	135.00	(135.00)	100.00
444.000 - Sidewalks	1,500.00	1,500.00	1,275.00	225.00	85.00
448.000 - Lighting	9,221.52	9,221.52	5,147.68	4,073.84	55.82
523.000 - Grass, Brush & Weeds	4,000.00	4,000.00	2,915.00	1,085.00	72.88
694.000 - Community Development Block Grant	37,822.50	37,822.50	0.00	37,822.50	0.00
728.005 - Holland Square Streetscape	40,000.00	40,000.00	40,000.00	0.00	100.00
780.500 - Mundy Twp Park Services	17,000.00	17,000.00	3,982.23	13,017.77	23.42
782.000 - Facilities - Abrams Park	140.00	140.00	70.00	70.00	50.00
783.000 - Facilities - Elms Rd Park	6,500.00	6,500.00	5,210.00	1,290.00	80.15
786.000 - Non-Motorized Trailway	813,500.00	813,500.00	0.00	813,500.00	0.00
790.000 - Facilities-Senior Center/Libr	5,300.00	5,300.00	3,381.90	1,918.10	63.81
TOTAL REVENUES	3,395,478.02	3,444,920.90	2,583,731.22	861,189.68	
Expense					

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
000.000 - General	13,520.00	13,520.00	9,012.40	4,507.60	66.66
101.000 - Council	25,448.50	25,269.07	17,451.09	7,817.98	69.06
172.000 - Executive	114,594.96	141,917.82	103,488.02	38,429.80	72.92
215.000 - Administration and Clerk	30,870.00	30,870.00	17,857.50	13,012.50	57.85
228.000 - Information Technology	17,000.00	17,000.00	14,004.20	2,995.80	82.38
247.000 - Board of Review	2,520.00	2,520.00	581.30	1,938.70	23.07
253.000 - Treasurer	100,265.60	100,265.60	65,918.27	34,347.33	65.74
257.000 - Assessor	45,016.00	70,016.00	40,181.52	29,834.48	57.39
262.000 - Elections	36,122.00	36,122.00	9,091.78	27,030.22	25.17
265.000 - Facilities - City Hall	26,150.76	35,062.26	17,833.28	17,228.98	50.86
266.000 - Legal Council	18,000.00	18,000.00	9,437.58	8,562.42	52.43
301.000 - Police Dept	7,900.00	7,951.00	11,775.90	(3,824.90)	148.11
301.266 - Legal Council PSFY	17,000.00	17,000.00	14,434.00	2,566.00	84.91
301.851 - Retiree Employer Health Care PSFY	21,000.00	21,000.00	19,123.28	1,876.72	91.06
334.000 - Metro Police Authority	1,060,000.00	1,060,000.00	810,828.25	249,171.75	76.49
336.000 - Fire Department	160,634.00	172,748.63	148,823.34	23,925.29	86.15
345.000 - PUBLIC SAFETY BUILDING	34,932.96	34,593.46	20,957.84	13,635.62	60.58
371.000 - Building/Zoning/Planning	138,690.12	149,255.12	111,455.50	37,799.62	74.67
410.000 - Building & Zoning & Planning	0.00	0.00	9,610.43	(9,610.43)	100.00
444.000 - Sidewalks	1,200.00	1,200.00	1,275.00	(75.00)	106.25
448.000 - Lighting	106,000.00	106,000.00	59,190.31	46,809.69	55.84
523.000 - Grass, Brush & Weeds	1,200.00	1,200.00	995.00	205.00	82.92
567.000 - Facilities - Cemetery	2,083.16	2,083.16	799.52	1,283.64	38.38

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
694.000 - Community Development Block Grant	39,832.50	39,581.25	72.98	39,508.27	0.18
728.000 - Economic Development	350.00	650.00	427.44	222.56	65.76
780.500 - Mundy Twp Park Services	7,483.00	7,483.00	4,512.98	2,970.02	60.31
781.000 - Facilities - Pajtas Amphitheat	2,705.00	17,705.00	3,453.12	14,251.88	19.50
782.000 - Facilities - Abrams Park	37,830.05	37,830.05	14,278.86	23,551.19	37.74
783.000 - Facilities - Elms Rd Park	83,812.94	83,812.94	37,639.19	46,173.75	44.91
784.000 - Facilities - Bicentennial Park	2,194.00	2,194.00	628.82	1,565.18	28.66
786.000 - Non-Motorized Trailway	824,200.00	846,745.31	22,545.31	824,200.00	2.66
787.000 - Veterans Memorial Park	3,045.90	3,045.90	2,197.59	848.31	72.15
788.000 - Otterburn Disc Golf Park	10,000.00	10,000.00	1,729.90	8,270.10	17.30
790.000 - Facilities-Senior Center/Libr	32,340.34	39,668.75	23,274.40	16,394.35	58.67
793.000 - Facilities - City Hall	0.00	0.00	2,512.55	(2,512.55)	100.00
794.000 - Community Promotions Program	48,244.20	48,244.20	27,656.12	20,588.08	57.33
796.000 - Facilities - Cemetery	0.00	0.00	53.33	(53.33)	100.00
797.000 - Facilities - City Parking Lots	6,800.00	6,800.00	5,624.40	1,175.60	82.71
851.000 - Retired Employee Health Care	21,000.00	21,000.00	10,749.55	10,250.45	51.19
965.000 - Transfers Out	250,000.00	250,000.00	250,000.00	0.00	100.00
TOTAL EXPENDITURES	3,349,985.99	3,478,354.52	1,921,481.85	1,556,872.67	
Fund 101 - General Fund:					
TOTAL REVENUES	3,395,478.02	3,444,920.90	2,583,731.22	861,189.68	75.00
TOTAL EXPENDITURES	3,349,985.99	3,478,354.52	1,921,481.85	1,556,872.67	55.24
NET OF REVENUES & EXPENDITURES	45,492.03	(33,433.62)	662,249.37	(695,682.99)	
Fund 202 - Major Street Fund					
Revenue					
000.000 - General	525,080.00	525,080.00	292,326.33	232,753.67	55.67
441.000 - Miller Rd Park & Ride	5,000.00	5,000.00	1,365.53	3,634.47	27.31

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
478.000 - Snow & Ice Removal	2,100.00	2,100.00	0.00	2,100.00	0.00
931.000 - Transfers IN	575,000.00	575,000.00	575,000.00	0.00	100.00
TOTAL REVENUES	1,107,180.00	1,107,180.00	868,691.86	238,488.14	
Expense					
228.000 - Information Technology	1,225.00	1,225.00	584.25	640.75	47.69
429.000 - Occupational Safety	0.00	0.00	226.22	(226.22)	100.00
441.000 - Miller Rd Park & Ride	6,126.15	6,126.15	2,675.99	3,450.16	43.68
449.500 - Right of Way - General	15,000.00	15,000.00	34.48	14,965.52	0.23
449.501 - Right of Way - Storms	25,000.00	25,000.00	0.00	25,000.00	0.00
452.100 - Safe Routes to School Grant	113,200.00	130,386.31	29,733.81	100,652.50	22.80
453.105 - Fairchild-Cappy to Miller TIP	0.00	56.84	56.84	0.00	100.00
454.000 - Major Streets Projects	175,700.00	193,550.00	27,800.50	165,749.50	14.36
463.000 - Routine Maint - Streets	156,558.87	156,686.67	32,394.24	124,292.43	20.67
463.307 - Oakview - Seymour to Chelmsford	489,192.92	690,626.17	690,626.17	0.00	100.00
473.000 - Routine Maint - Bridges	1,500.00	1,500.00	0.00	1,500.00	0.00
474.000 - Traffic Services	59,184.00	59,184.00	13,383.81	45,800.19	22.61
478.000 - Snow & Ice Removal	57,425.00	57,425.00	37,649.97	19,775.03	65.56
482.000 - Administrative	15,707.00	15,707.00	8,469.23	7,237.77	53.92
538.500 - Intercommunity storm drains	12,500.00	18,514.00	6,396.32	12,117.68	34.55
TOTAL EXPENDITURES	1,128,318.94	1,370,987.14	850,031.83	520,955.31	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	1,107,180.00	1,107,180.00	868,691.86	238,488.14	78.46
TOTAL EXPENDITURES	1,128,318.94	1,370,987.14	850,031.83	520,955.31	62.00
NET OF REVENUES & EXPENDITURES	(21,138.94)	(263,807.14)	18,660.03	(282,467.17)	
Fund 203 - Local Street Fund					
Revenue					

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
000.000 - General	176,535.00	167,035.00	89,954.04	77,080.96	53.85
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
478.000 - Snow & Ice Removal	1,400.00	1,400.00	0.00	1,400.00	0.00
931.000 - Transfers IN	100,000.00	100,000.00	100,000.00	0.00	100.00
TOTAL REVENUES	292,935.00	283,435.00	189,954.04	93,480.96	
Expense					
228.000 - Information Technology	1,225.00	1,225.00	584.26	640.74	47.69
429.000 - Occupational Safety	33.53	33.53	0.00	33.53	0.00
449.500 - Right of Way - General	27,500.00	27,500.00	7,484.54	20,015.46	27.22
449.501 - Right of Way - Storms	1,500.00	1,500.00	871.64	628.36	58.11
455.000 - Local Street Projects	0.00	205,344.00	39,050.00	166,294.00	19.02
463.000 - Routine Maint - Streets	283,091.05	283,140.73	27,487.99	255,652.74	9.71
463.107 - Chelmsford - Seymour to Oakview	318,712.17	460,417.43	460,417.43	0.00	100.00
474.000 - Traffic Services	18,797.00	18,797.00	2,225.86	16,571.14	11.84
478.000 - Snow & Ice Removal	42,646.00	42,646.00	32,384.00	10,262.00	75.94
482.000 - Administrative	18,325.00	18,325.00	6,351.67	11,973.33	34.66
538.500 - Intercommunity storm drains	10,000.00	16,014.00	6,396.32	9,617.68	39.94
TOTAL EXPENDITURES	721,829.75	1,074,942.69	583,253.71	491,688.98	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	292,935.00	283,435.00	189,954.04	93,480.96	67.02
TOTAL EXPENDITURES	721,829.75	1,074,942.69	583,253.71	491,688.98	54.26
NET OF REVENUES & EXPENDITURES	(428,894.75)	(791,507.69)	(393,299.67)	(398,208.02)	
Fund 204 - MUNICIPAL STREET FUND					
Revenue					
000.000 - General	663,443.00	673,326.24	692,618.79	(19,292.55)	102.87
TOTAL REVENUES	663,443.00	673,326.24	692,618.79	(19,292.55)	
Expense					
905.000 - Debt Service	169,409.62	169,409.62	11,683.14	157,726.48	6.90

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
965.000 - Transfers Out	500,000.00	500,000.00	500,000.00	0.00	100.00
TOTAL EXPENDITURES	669,409.62	669,409.62	511,683.14	157,726.48	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	663,443.00	673,326.24	692,618.79	(19,292.55)	102.87
TOTAL EXPENDITURES	669,409.62	669,409.62	511,683.14	157,726.48	76.44
NET OF REVENUES & EXPENDITURES	(5,966.62)	3,916.62	180,935.65	(177,019.03)	
Fund 226 - Garbage Fund					
Revenue					
000.000 - General	431,875.00	432,123.68	434,076.35	(1,952.67)	100.45
TOTAL REVENUES	431,875.00	432,123.68	434,076.35	(1,952.67)	
Expense					
101.000 - Council	3,903.13	3,903.13	2,866.12	1,037.01	73.43
172.000 - Executive	8,768.24	8,768.24	5,731.14	3,037.10	65.36
215.000 - Administration and Clerk	4,476.00	4,476.00	2,536.30	1,939.70	56.66
228.000 - Information Technology	1,800.00	1,800.00	1,289.94	510.06	71.66
253.000 - Treasurer	16,979.60	20,742.01	15,640.71	5,101.30	75.41
257.000 - Assessor	800.00	800.00	0.00	800.00	0.00
265.000 - Facilities - City Hall	4,939.28	7,179.91	4,425.01	2,754.90	61.63
528.000 - Sanitation Collection	324,932.08	324,932.08	182,673.76	142,258.32	56.22
530.000 - Wood Chipping	55,129.08	55,529.16	29,230.77	26,298.39	52.64
782.000 - Facilities - Abrams Park	7,731.00	7,731.00	6,617.57	1,113.43	85.60
783.000 - Facilities - Elms Rd Park	13,141.00	13,141.00	9,025.94	4,115.06	68.69
793.000 - Facilities - City Hall	0.00	0.00	337.58	(337.58)	100.00
TOTAL EXPENDITURES	442,599.41	449,002.53	260,374.84	188,627.69	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	431,875.00	432,123.68	434,076.35	(1,952.67)	100.45
TOTAL EXPENDITURES	442,599.41	449,002.53	260,374.84	188,627.69	57.99
NET OF REVENUES & EXPENDITURES	(10,724.41)	(16,878.85)	173,701.51	(190,580.36)	

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
Fund 248 - Downtown Development Fund					
Revenue					
000.000 - General	88,007.00	88,007.00	55,958.45	32,048.55	63.58
TOTAL REVENUES	88,007.00	88,007.00	55,958.45	32,048.55	
Expense					
173.000 - DDA Administration	2,804.00	2,804.00	2,800.51	3.49	99.88
728.002 - Streetscape	41,945.00	41,945.00	40,000.00	1,945.00	95.36
728.003 - Facade Program	12,500.00	12,500.00	0.00	12,500.00	0.00
728.004 - Family Movie Night	5,181.75	7,466.75	2,285.00	5,181.75	30.60
TOTAL EXPENDITURES	62,430.75	64,715.75	45,085.51	19,630.24	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	88,007.00	88,007.00	55,958.45	32,048.55	63.58
TOTAL EXPENDITURES	62,430.75	64,715.75	45,085.51	19,630.24	69.67
NET OF REVENUES & EXPENDITURES	25,576.25	23,291.25	10,872.94	12,418.31	
Fund 402 - Fire Equip Replacement Fund					
Revenue					
000.000 - General	200.00	200.00	64.56	135.44	32.28
931.000 - Transfers IN	75,000.00	75,000.00	75,000.00	0.00	100.00
TOTAL REVENUES	75,200.00	75,200.00	75,064.56	135.44	
Expense					
336.000 - Fire Department	0.00	60,000.00	60,000.00	0.00	100.00
TOTAL EXPENDITURES	0.00	60,000.00	60,000.00	0.00	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	75,200.00	75,200.00	75,064.56	135.44	99.82
TOTAL EXPENDITURES	0.00	60,000.00	60,000.00	0.00	100.00
NET OF REVENUES & EXPENDITURES	75,200.00	15,200.00	15,064.56	135.44	
Fund 590 - Water Supply Fund					
Revenue					
000.000 - General	1,100.00	1,100.00	425.96	674.04	38.72
540.000 - Water System	2,184,700.00	2,184,700.00	1,123,561.40	1,061,138.60	51.43
543.230 - Water Main Repair USDA Grant	785,000.00	785,000.00	993,700.25	(208,700.25)	126.59

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
TOTAL REVENUES	2,970,800.00	2,970,800.00	2,117,687.61	853,112.39	
Expense					
101.000 - Council	13,208.82	13,096.67	7,164.14	5,932.53	54.70
172.000 - Executive	32,468.60	32,340.32	21,956.05	10,384.27	67.89
215.000 - Administration and Clerk	15,467.00	15,467.00	9,470.65	5,996.35	61.23
228.000 - Information Technology	5,925.00	5,925.00	3,612.93	2,312.07	60.98
253.000 - Treasurer	63,947.00	65,343.00	44,645.76	20,697.24	68.33
265.000 - Facilities - City Hall	12,641.35	18,242.91	11,103.05	7,139.86	60.86
540.000 - Water System	2,168,464.32	2,183,114.55	999,272.09	1,183,842.46	45.77
542.000 - Read and Bill	52,590.00	52,590.00	26,411.21	26,178.79	50.22
543.230 - Water Main Repair USDA Grant	1,215,556.27	1,251,011.42	1,057,321.66	193,689.76	84.52
793.000 - Facilities - City Hall	0.00	0.00	840.77	(840.77)	100.00
850.000 - Other Functions	11,300.00	11,300.00	0.00	11,300.00	0.00
905.000 - Debt Service	38,997.88	45,997.88	36,612.83	9,385.05	79.60
TOTAL EXPENDITURES	3,630,566.24	3,694,428.75	2,218,411.14	1,476,017.61	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,970,800.00	2,970,800.00	2,117,687.61	853,112.39	71.28
TOTAL EXPENDITURES	3,630,566.24	3,694,428.75	2,218,411.14	1,476,017.61	60.05
NET OF REVENUES & EXPENDITURES	(659,766.24)	(723,628.75)	(100,723.53)	(622,905.22)	
Fund 591 - Sanitary Sewer Fund					
Revenue					
000.000 - General	3,000.00	3,000.00	208.48	2,791.52	6.95
536.000 - Sewer System	1,255,140.00	1,255,140.00	641,811.92	613,328.08	51.13
TOTAL REVENUES	1,258,140.00	1,258,140.00	642,020.40	616,119.60	
Expense					
101.000 - Council	13,213.82	13,101.67	7,163.62	5,938.05	54.68
172.000 - Executive	32,385.60	32,257.32	21,675.68	10,581.64	67.20

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
215.000 - Administration and Clerk	15,472.00	15,472.00	9,117.80	6,354.20	58.93
228.000 - Information Technology	5,625.00	5,625.00	3,612.92	2,012.08	64.23
253.000 - Treasurer	59,937.00	59,937.00	39,155.39	20,781.61	65.33
265.000 - Facilities - City Hall	11,542.35	17,143.91	10,967.66	6,176.25	63.97
536.000 - Sewer System	989,736.79	1,002,523.41	372,901.87	629,621.54	37.20
537.000 - Sewer Lift Stations	10,907.00	10,907.00	8,670.04	2,236.96	79.49
542.000 - Read and Bill	55,658.00	57,752.48	35,747.59	22,004.89	61.90
543.310 - Sewer District Rehabilitation	400,000.00	443,178.75	181,029.35	262,149.40	40.85
543.400 - Reline Existing Sewers	183,128.00	582,042.00	0.00	582,042.00	0.00
543.401 - Flush & TV Sewers	75,000.00	219,168.95	0.00	219,168.95	0.00
793.000 - Facilities - City Hall	0.00	0.00	840.78	(840.78)	100.00
850.000 - Other Functions	9,400.00	9,400.00	0.00	9,400.00	0.00
TOTAL EXPENDITURES	1,862,005.56	2,468,509.49	690,882.70	1,777,626.79	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,258,140.00	1,258,140.00	642,020.40	616,119.60	51.03
TOTAL EXPENDITURES	1,862,005.56	2,468,509.49	690,882.70	1,777,626.79	27.99
NET OF REVENUES & EXPENDITURES	(603,865.56)	(1,210,369.49)	(48,862.30)	(1,161,507.19)	
Fund 661 - Motor Pool Fund					
Revenue					
000.000 - General	190,000.00	190,000.00	87,849.08	102,150.92	46.24
TOTAL REVENUES	190,000.00	190,000.00	87,849.08	102,150.92	
Expense					
172.000 - Executive	9,758.00	11,199.00	10,503.97	695.03	93.79
228.000 - Information Technology	970.00	970.00	475.30	494.70	49.00
253.000 - Treasurer	7,853.00	7,853.00	5,142.46	2,710.54	65.48
265.100 - Facilities - City Garage	434,064.88	434,192.68	255,057.16	179,135.52	58.74
795.000 - Facilities - City Garage	0.00	0.00	1,795.92	(1,795.92)	100.00

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 02/28/2022	AVAILABLE BALANCE	% BDGT USED
850.000 - Other Functions	18,750.00	18,750.00	0.00	18,750.00	0.00
TOTAL EXPENDITURES	471,395.88	472,964.68	272,974.81	199,989.87	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	190,000.00	190,000.00	87,849.08	102,150.92	46.24
TOTAL EXPENDITURES	471,395.88	472,964.68	272,974.81	199,989.87	57.72
NET OF REVENUES & EXPENDITURES	(281,395.88)	(282,964.68)	(185,125.73)	(97,838.95)	

BID FORM
 Asphalt Paving
 LOCATED 8083 Civic Drive
 SWARTZ CREEK, MICHIGAN

BID FORM
2022 Asphalt Paving
Located SWARTZ CREEK, MICHIGAN

To:

The City of Swartz Creek
 8083 Civic Drive
 Swartz Creek, MI 48473

BID PRICE

The Bidder, having visited the site of the proposed work, and having familiarized themselves with local conditions affecting the cost of the work and with the requirements of the Information For Bidders, hereby agree to furnish all the labor, materials and equipment necessary to complete the work as described in the Advertisement and Bid Specification Document within the time set forth therein.

<u>Item</u>	<u>Unit Cost / ft²</u>
2" mill and resurface per ft ² using HMA 5E1	\$ 1 ⁷⁵
2" mill and resurface per ft ² using HMA 4E1	\$ 1 ⁷⁵
2" mill and resurface per ft ² using MDOT LVSA	\$ 1 ⁷⁵
3" repave using 2 lifts of asphalt per ft ² using HMA 5E1	\$ 2 ²⁰
3" repave using 2 lifts of asphalt per ft ² using HMA 4E1	\$ 2 ²⁰
2" spot mill and resurface per (bad spots or street cut repair)ft ² HMA 5E1	\$ 5 ⁰⁰
Curb per lineal foot up to (Approx. quantity 500 ft.)	\$ 81 ⁰⁰ /LFT
Driveway approach 6" reinforced concrete approximately (1500 ft ²)	\$ 9 ⁰⁰
Greenbelt restoration (top soil, seed, straw matting) per ft ²	\$ 2 ⁷⁵

BID FORM
 Asphalt Paving
 LOCATED 8083 Civic Drive
 SWARTZ CREEK, MICHIGAN

<u>Item</u>	<u>Cost</u>
Bristol Rd. from Elms West to Swartz Creek City Limit (Approx. 29,689 ft ²)	\$ 51,500 ⁰⁰
Seymour Rd. from Hill Rd. South to Swartz Creek City Limit (Approx. 39,076 ft ²)	\$ 67,000 ⁰⁰
Seymour Rd. from Hill Rd. North to Oakview (Approx. 37,469 ft ²)	\$ 65,500 ⁰⁰
Seymour Rd. from Oakview North to Miller Rd. (Approx. 84,145 ft ²)	\$ 117,000 ⁰⁰
Hill Rd. from Seymour Rd. West to Swartz Creek City Limit (Approx. 32,826 ft ²) 3" depth of asphalt	\$ 77,500 ⁰⁰
Miller Rd. from North Seymour Rd. East to Fairchild (Approx. 112,038 ft ²)	\$ 155,600 ⁰⁰
Miller Rd. from Fairchild to Hayes (Approx. area 88,631 ft ²)	\$ 128,500 ⁰⁰
Miller Rd. From Hayes to Morrish (Approx. area 30,744 ft ²)	\$ 67,500 ⁰⁰
Civic Center parking lot (8083 Civic drive) (Approx. area 45,224ft ²)	\$ 96,000 ⁰⁰
Curb per lineal foot up to (Approx. quantity 500 ft.)	\$ 40,500 ⁰⁰
Driveway approach (Approx. quantity 1500 ft ²)	\$ 13,500 ⁰⁰
Project Total	\$ 880,100⁰⁰

EXECUTION OF CONTRACT

Upon receipt of the Notice of Award the Bidder agrees to execute an Agreement within ten calendar days.

WAIVER

The Bidder does hereby represent and warrant that the price in their Bid is a complete and correct statement of the price for the work in said Bid, and further, that all other information given or furnished in this Bid is complete, correct and submitted as intended by them and does hereby waive any right or claim they may now or hereinafter have by reason of errors, mistakes or omissions made by them in said Bid.

BID NON-COLLUSIVE

The Bidder does hereby represent that their Bid is genuine and not collusive or sham, and that they have not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid or to refrain from bidding or in any way to fix this Bid or that of any other Bidder, or to secure any advantage against The City of Swartz Creek.

BID FORM
Asphalt Paving
LOCATED 8083 Civic Drive
SWARTZ CREEK, MICHIGAN

The Bidder does hereby represent and warrant that no officer or employee of The City of Swartz Creek is directly or indirectly interested in this Bid or in any Contract which may be made under it, or any expected profits to arise there from.

PERIOD BID GUARANTEE

The Bidder agrees that their Bid is guaranteed for a period of ninety (90) calendar days after the scheduled closing time for receipt of the Bids.

TIME OF COMPLETION

If awarded the Contract for the project, the Bidder agrees to complete the entire Work within forty five (45) calendar days from the date of a signed contract.

LEGAL STATUS OF BIDDER

The Bidder declares the following legal status: (Check One)

A Corporation organized and existing under the laws of the State of MICHIGAN

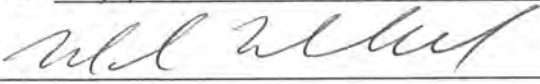
A Partnership consisting of the following partners:

An individual doing business as:

AUTHORIZED SIGNATURE OF BIDDER

BID FORM
Asphalt Paving
LOCATED 8083 Civic Drive
SWARTZ CREEK, MICHIGAN

Firm Name: ACC-SAGINAW PAVING CO

By: 

Title: Mark Marshall/Asst. Gen. Mgr.

Business Address: 115 S. AVERILL AVE
(Street)
FLINT MI 48506
(City, State, Zip Code)

**REQUEST FOR BIDS
ASPHALT REPAVING OF STREETS
CITY OF SWARTZ CREEK
ADDENDUM #1**

Answers to question received:

Question #1:

Is this a prevailing wage project?

Response #1:

This is not a prevailing wage project.

This Addendum shall be part of the bid document and must be signed and submitted with the bid.

Name (signed):  Date: 3-9-22

Name (printed): **Mark Marshall/Asst. Gen. Mgr.**

Company: ACE-SABINAW PAVING CO.

Paving Costs 2022

Bristol & Elms west to City limit	\$ 51,500.00
Seymour Rd. from Hill Rd. South to City limit	\$ 67,000.00
Seymour Rd. from Hill Rd. North to Oakview	\$ 65,000.00
Seymour Rd. from Oakview North to Miller	\$ 117,000.00
Hill from Seymour West to City limit	\$ 77,500.00
Civic center parking lot	\$ 96,000.00
Total	\$ 474,000.00

PERMANENT EASEMENT FOR SHARED USE PATH

KNOW ALL MEN BY THESE PRESENTS, that the grantors: Philip Jaworsky, Elaine Jaworsky, and Paul Jaworsky, whose address is 6434 Bristol Road (hereinafter referred to as "Grantor"), being the title holder to the following described parcel of land to wit:

Description of Parcel: **A parcel of land being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Beginning 742.50 feet East from the SW corner of said Section 30; thence North to E-W 1/4 line of said Section 30; thence East 308.47 feet; thence S'y to a point on the South line of said Section 30 which is 334.70 feet East of the Point of Beginning; thence West 334.70 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

Tax Identification Number: **58-30-300-003**

for and in consideration of Fourteen Thousand Dollars (\$14,000.00), receipt of which is hereby acknowledged, does hereby grant and convey to the City of Swartz Creek, a Michigan Municipal Corporation, whose address is 8083 Civic Drive, Swartz Creek MI. 48473 (hereinafter referred to as "Grantee"), a perpetual easement for the installation of a shared use path over, upon, across, in, through, and under the following described real property to wit:

Description of Parcel: **A pathway easement being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Commencing at SW corner of said Section 30; thence N 88°33'39" E 742.50 feet along the South line of said Section 30; thence N 01° 11'21" W 33.0 feet; thence N 88°33'39" E 5.06 feet along the North right of way line of Bristol Road to the Point of Beginning; thence N 01° 11'05" W 76.22 feet; thence N 00°07'34" E 433.81 feet; thence N 01°20'25" W 774.53 feet; thence N 01°05'30" W 355.71 feet; thence N 01°30'13" W 382.44 feet; thence S 88°48'55" W 11.48 feet; thence N 01°11'21" W 22.0 feet along the West line of said property; thence N 88°48'55" E 33.36 feet; thence S 01°30'13" E 404.40 feet; thence S 01°05'30" E 355.75 feet; thence S 01°20'25" E 774.76 feet; thence S 00°07'34" W 433.84 feet; thence S 01°11'05" E 58.72 feet; thence N 88°34'44" E 307.15 feet; thence S 01°44'54" E 17.05 feet along the East line of said property; thence S 88°33'39" W 329.32 feet along the North right of way line of Bristol Road to the Point of Beginning.

Contains 50,490 square feet or 1.159 acres of land, more or less. Subject to all easements and restrictions of record, if any.

and to enter upon sufficient land adjacent to said shared use path for the purpose of exercising the rights a privileges granted herein.

PROJECT Safe Routes to School	
PARCEL 58-30-300-003	NAME Jaworsky, Philip, Jaworsky, Elaine, Jaworsky, Paul

Grantee may install, repair, and maintain shared used path, wire fence, and all associated material thereto, within the easement herein granted as shown in the attached drawing.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights, and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantors have affixed _____ signature this _____ day of _____, A.D., 2022

WITNESSES:

Philip Jaworsky, Elaine Jaworsky, Paul Jaworsky

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Notary Public, State of _____ County of _____ (Commission)

The foregoing instrument was acknowledged before me in _____ County, this _____
Acting in the County of _____

PROJECT Safe Routes to School	
PARCEL 58-30-300-003	NAME Jaworsky, Philip, Jaworsky, Elaine, Jaworsky, Paul

_____ day of _____, 20____ by _____
Name of Grantor(s)

_____ My Commission Expires on _____
NOTARY PUBLIC –

Drafted by:

City of Swartz Creek

When recorded return to:

City of Swartz Creek

PROJECT Safe Routes to School	
PARCEL 58-30-300-003	NAME Jaworsky, Philip, Jaworsky, Elaine, Jaworsky, Paul

PART TAKEN APPRAISAL REPORT

CLIENT: *City of Swartz Creek*

PROPERTY: *6434 Bristol Road*
Swartz Creek, Michigan 48473
Tax ID #58-30-300-003

APPRAISER: *David K. Rexroth, MAI, SRA*
Michigan Certified General Appraiser
License #1205000884

 **Cook, Pray, Rexroth & Associates**
REAL ESTATE APPRAISALS AND CONSULTATIONS

December 15, 2021

316 W. Court St.
Flint, MI 48502
(810) 767-6211

Mr. Adam Zettel, AICP
City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473

RE: 6434 Bristol Road
Swartz Creek, Michigan 48473
Tax ID #58-30-300-003

Dear Mr. Zettel:

Per your request, I have completed the following appraisal report reflecting Market Value of the Part Taken of a Permanent Easement on a portion of the above referenced property. The appraisal assignment is in conjunction with the anticipated acquisition for a proposed project identified as "Safe Routes to School" by the City of Swartz Creek.

The purpose of the appraisal is to estimate the *Just Compensation* for the taking of a Permanent Easement on that portion of the property described in the attached report. The process utilized in determining *Just Compensation* was to estimate the *Market Value* predicated on comparable sales in the marketplace. I am of the opinion, based upon my inspection and review of the property, both *in its entirety* and the *part taken*, that no diminution in value to the remainder will occur, except for a sliver of land along the west property line. This will be addressed later in the report. As a result, a *Part Taken* only appraisal for the property has been developed.

After an inspection of that portion of the property to be acquired, and based upon the facts and opinions contained within the attached report, subject to the general assumptions and limiting conditions set forth, it is my opinion that the *Just Compensation* for the taking of this *Permanent Easement* is, as of *November 10, 2021*:

FOURTEEN THOUSAND DOLLARS

(\$14,000)

This Letter of Transmittal is not an appraisal report; however, it is part of the following appraisal which reveals the data used and methods applied in estimating *just compensation*. This value is subject to the general assumptions and limiting conditions discussed within the report.

Mr. Adam Zettel, AICP
December 15, 2021
Page Two

Based upon my research and analysis of the market, as it pertains to properties of this type, I am of the opinion that a reasonable exposure time to achieve the indicated **Market Value** estimate in this report would range from 9 to 18 months. The marketing time is anticipated to also range from 9 to 18 months.

I certify that I have complied with the Competency Provision of the Uniform Standards of Professional Appraisal Practice (USPAP). The report also complies with USPAP provisions and all requirements as set forth by The Appraisal Institute regarding the analyses, opinions, and conclusions, as stated. This appraisal is a *Value of the Part Taken*. The intended use of the appraisal is to estimate *just compensation* for the taking of a permanent easement.

The acceptance of this appraisal assignment and the appraisal report was not prepared or based on a requested minimum valuation, a specific valuation, a value within a given range, or the approval of a loan.

I have performed no services, as an appraiser or in any other capacity, regarding the subject property within the 3-year period immediately preceding acceptance of this assignment.

I have no direct or indirect interest, financial or otherwise, in the property or transaction, and I have no personal interest in, or bias with respect to, the parties involved in this transaction.

I appreciate the opportunity of providing this appraisal report and should you have any further questions or require further information, please feel free to contact me at your convenience.

Respectfully submitted,



David K. Rexroth, MAI, SRA
Michigan Certified General Appraiser
License #1205000884

DKR/jkr

**Subrecipient Agreement Between
The County of Genesee
And
City of Swartz Creek**

THIS AGREEMENT, made as of the 16th day of March, 2022 between the County of Genesee, acting by and through the:

Genesee County Metropolitan Planning Commission
Community Development Program
Room 111, 1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee", and

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

Hereinafter referred to as the "Subrecipient", and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) allocates funding through HUD for the purpose of responding to the negative impacts of COVID-19; and

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing Community Development Block Grant – CARES Act (CDBG-CV) funds; and

WHEREAS, the Subrecipient has completed an application to receive funds and has met all program requirements, including submittal of all required documentation; and

WHEREAS, the Subrecipient ensures that is has not received grant funding from other sources that would be considered a duplication of benefits;

NOW, THEREFORE, it is agreed between the parties hereto that;

The Subrecipient will be responsible for administering the **CDBG-CV Public Facility Improvements Program** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The following attachments are hereby incorporated to this Contract by reference, and included respectively as:

- Attachment A: Reimbursement Request Schedule
- Attachment B: Reimbursement Request and Accomplishments Report Form
- Attachment C: Genesee County Labor Standards
- Attachment D: Genesee County Bid Procedures
- Attachment E: Minority/Women/Handicap Business Enterprise Procurement Procedures
- Attachment F: MBE/WBE/HBE Outreach Report
- Attachment G: Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
- Attachment H: Certification for Residents Seeking Section 3 Preference in Training and Employment
- Attachment I: Section 3 Summary Report
- Attachment J: Federal Award Information
- Attachment K: Self-Certification of Annual Income by Beneficiary
- Attachment L: 2021 Genesee County Income Limits

If a conflict exists between this document and those incorporated by reference, this document governs.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the 2020 Community Development Block Grant – CARES Act (CDBG-CV) program:

City of Swartz Creek – CDBG-CV Public Facility Improvements

CDBG-CV funding will be used to reimburse expenses incurred between March 1, 2022 and September 30, 2022 for the following eligible costs: Purchase of equipment to facilitate outdoor events in the downtown area including portable canopies, picnic tables, waste bins, benches, and traffic control barricades. Expenses must be used to prevent, prepare for, or respond to COVID-19.

This activity will be funded with **\$14,934.00** of 2020 Genesee County CDBG-CV funds.

1. Ineligible Uses of Funds

Grant funding may not be used for the following purposes:

- a) A for-profit business
- b) Tuition reimbursement for incomplete program participants
- c) Food or Beverage items for employee use
- d) Personal Expenses not associated with the Organization
- e) Fees, penalties, legal expenses, or fines
- f) Construction or Major Rehabilitation of buildings
- g) Payment of Property Taxes
- h) Gift cards or Cash Payment
- i) Programs or services that do not benefit low-moderate income families and individuals
- j) Purchase of supplies or services that would constitute a conflict of interest, or would provide a monetary benefit to someone with a personal or professional relationship with the business receiving grant funding

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will benefit low- and moderate-income persons. To meet this requirement, the agency must provide evidence that for all clients served through this program, their household income does not exceed 80% of the Area Median Income for Genesee County (See Attachment L: 2021 Genesee County Income Limits).

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of March, 2022 and end on 30th day of September, 2022. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$14,934.00**. Grantee will disburse Project funds for the payment of eligible expenses and reimbursement payments shall be made for eligible contract activities and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 85.20.

IV. DUPLICATION OF BENEFITS

The subrecipient must disclose all details of any other grant funds received through other local, state or federal programs for the purpose of business aid since March 16, 2020. For any such grants, you must provide the amount of the funding received, use of the funds, and the date of receipt. If your agency is receiving assistance from multiple sources for the same purpose, the total assistance received cannot exceed the total need for assistance. If the agency receives additional grant funding following an award from Genesee County, that information must be disclosed to Genesee County. If the grantee

finds that a duplication of benefits has occurred, a portion of, or all CDBG-CV funding may be required to be repaid to the Grantee.

V. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

The Grantee or Subrecipient may amend the funding amount of this Agreement at any time **30 days prior to end of contract**. Such requests for amendments shall make specific reference to this Agreement and must include reference to any other agreement that funds shall be transferred to or from. An amendment based on a transfer of funds from the Subrecipient must be evidenced by a signed Resolution made by the Subrecipients governing body. Any request made by the Subrecipient to the County, for a transfer of funds shall be subject to approval by Resolution of the Genesee County Board of Commissioners.

VI. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient agrees to affirmatively further fair housing as required under Title I of the Housing and Community Development Act of 1974, as amended. The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees that a sign recognizing the funding organization and the Grantee may be placed at the jobsite during the project construction period. Any printed materials related to this project shall include the Genesee County logo.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient agrees to indemnify, defend, and hold Genesee County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.325 and 200.447, Bonding and Insurance.

F. Suspension or Termination

In accordance with 2 CFR Part 200.471, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable terms and conditions imposed on the Grantee and required by the U.S. Department of Housing and Urban Development under 24 CFR Part 570, at Subpart K.

The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement
- b. Records providing a full description of each activity undertaken;
- c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- d. Records required to determine the eligibility of activities;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and Uniform Requirements; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- h. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Under the CARES Act, clients may provide self-certification of income level as substitute for income documentation. Demographic data, not to be used for determination of eligibility, including race, ethnicity, and gender shall also be collected and maintained by the Subrecipient. The Subrecipient will report applicable client data with each request for reimbursement and in accordance with Section VIII. C. of this Agreement. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit

requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The Grantee shall reimburse the Subrecipient for eligible costs within thirty days of approval of the Subrecipient's submission using the **Reimbursement Request and Accomplishments Report Form (Attachment B)** and documentation substantiating all expenditures for which reimbursement is requested. For each request, the Subrecipient shall submit the **Self Certification of Annual Income by Beneficiary (Attachment K)** for each client served using program funds.

Requests for reimbursement under this contract shall follow the **Reimbursement Request Schedule (Attachment A)**. The Reimbursement Request Schedule outlines due dates by which all requests for reimbursement must be submitted, based on the date the Subrecipient expended the funds. The County retains the right to approve or reject reimbursement based on conformity with terms of this contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Subrecipient shall submit regular performance reports to the Grantee in the form, content, and frequency as required by the Grantee under the CARES Act. The Subrecipient will submit a Reimbursement Request and Accomplishments Report (Attachment B) with each reimbursement request or as requested by the Grantee.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 60 states "no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance" (23 CFR 200.9 and 49 CFR 21). The Civil Rights Restoration Act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "programs and activities" to include all programs and activities of Federal-aid recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended; Section 3 of the HUD Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- d. Non-Arm's-Length Transactions: The subrecipient shall not use CDBG assistance to purchase supplies or services that would constitute a non-arm's-length transaction. This includes any purchases that would provide a monetary benefit to someone with a personal or professional relationship with the subrecipient.

4. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

5. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Contract to be executed by their duly authorized agents.

DocuSigned by:
Domonique Clemons

County's Authorized Representative

Subrecipient's Authorized Representative

County's Witness
3/18/2022

Subrecipient's Witness

Date

Date

Attachment A
Reimbursement Request Schedule
Genesee County Community Development Block Grant (**CDBG-CV**) Program

The following Reimbursement Request Schedule identifies the last date for which requests for reimbursement will be accepted by the Genesee County Metropolitan Planning Commission (GCMPC), as determined by the date expenses were incurred by the Subrecipient. An expense is incurred when work is performed, an item is purchased, or a service is provided.

Example: Expense Incurred: On October 19, 2021, the contractor installs new doors, or supplies are purchased for a senior center, etc.

Reimbursement: A Reimbursement Request Form and all backup documentation must be submitted to GCMPC no later than November 30, 2021.

For Expenses Incurred:

Reimbursement Request Due No Later Than:

January 1, 2022 – March 31, 2022

April 30, 2022

April 1, 2022 – June 30, 2022

July 31, 2022

July 1, 2022 – September 30, 2022

October 31, 2022

NOTE:

These dates are subject to change based upon when HUD funding allocations are received, and contracts are signed with sub-recipients.

Reimbursement requests may be required earlier to close the fiscal year. You will be notified if this requirement is applicable.

**Attachment B: CDBG-CV Public Services
Reimbursement Request and Accomplishments Report**
Genesee County Community Development Block Grant – CARES Act (CDBG-CV) Program

1. Project Information

DATE:

Agency Name:

Contact Person:

Email:

Telephone Number:

Program Year: 2021

Reporting Period:

2. Accomplishment Narrative

Use the space below to briefly explain what accomplishments have been achieved under this project to date. How did this assist you with preparing for, responding to, or preventing COVID-19?

3. Requested Expenses

Use the space below to describe all expenses being requested. If more space is needed, please attach additional sheets as needed. Be sure to attach documentation for each expense.

<i>Expense</i>	<i>Amount</i>	<i>Date(s) of Expense</i>	<i>Description/Purpose of Expense</i>

4. Duplication of Benefits

Has your organization received any other sources of grant funding to assist with COVID-19 response? If yes, please explain the amounts and uses of funds in the space below. Please attach additional pages if needed.

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5. Demographics

Please enter the number of seniors served during the reporting period by race and ethnicity below.

Race	Total Persons by Race	For Each Race, Number Hispanic/Latino
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/Alaskan Native & Black/African American		
Other Multi-Racial		
Total		

6. Authorized Signature

I certify that, to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the project, scope of work and budget and that the reimbursement represents the federal share due, which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of this grant.

Prepared by: _____

Phone: _____

Name and Title

Approved by: _____

Date: _____

Signature of Authorized Official

Print Name: _____

Name of Authorized Official

Attachment C
Genesee County Labor Standards
Genesee County Community Development Block Grant (**CDBG-CV**) Program

- **Contract under \$2,000**

No Labor Standards required.

- **Contract exceeds \$2,000**

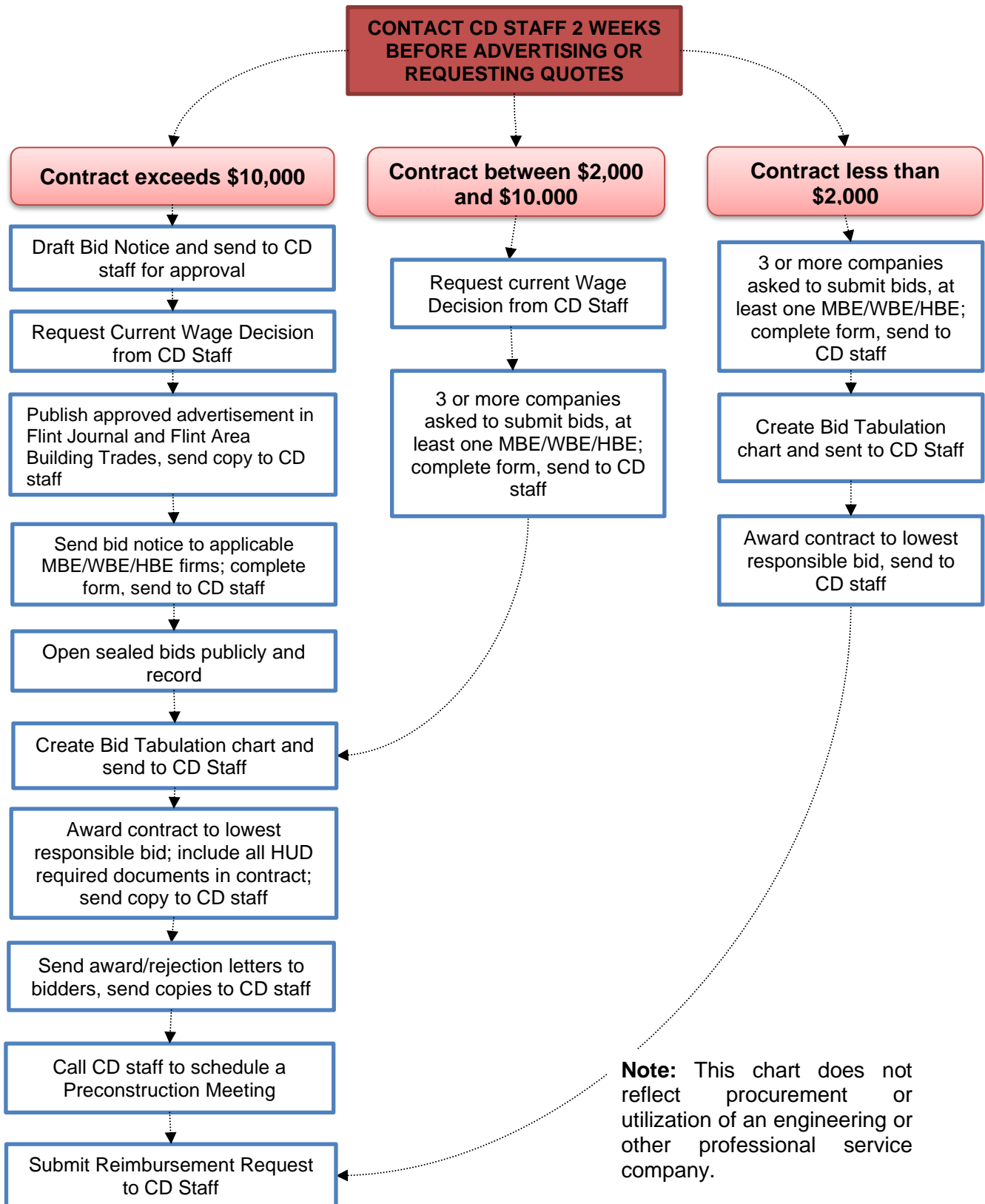
Notify County staff at least two weeks before advertising or requesting quotes.

County staff will provide the Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications. Obtain approval of Genesee County Community Development Program staff at (810) 257-3010 *prior to advertising bid opportunities.*

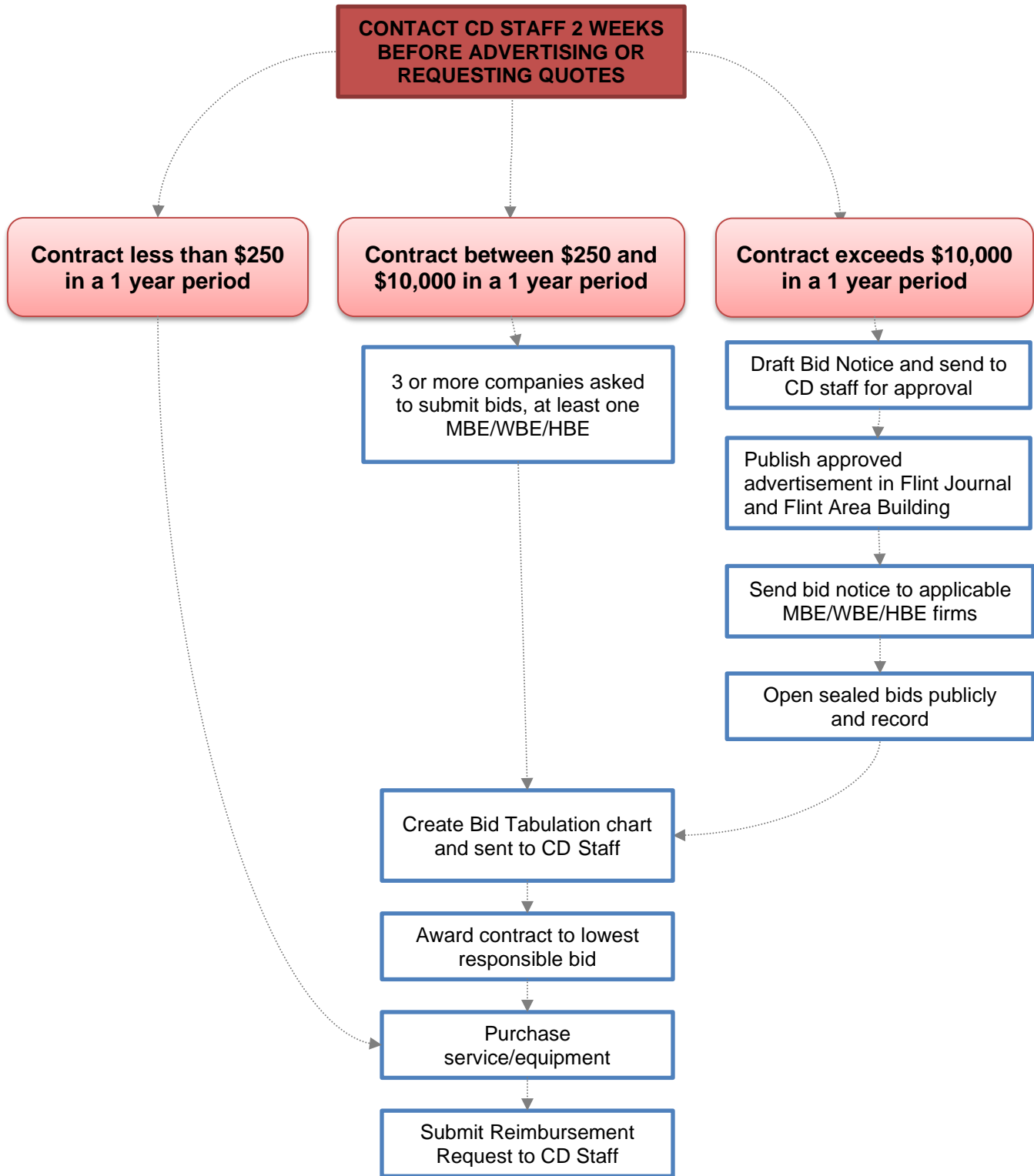
Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County Community Development Program staff at (810) 257-3010 to establish a preconstruction meeting *immediately after contract has been awarded.*

Community Development Block Grant (CDBG) Program Procurement Process for Construction Contracts



Community Development Block Grant (CDBG) Program Procurement Process for **Service/Equipment Contracts**



Attachment D
Genesee County Bid Procedures

Genesee County Community Development Block Grant (CDBG) Program

• **MANDATORY FOR ALL CONTRACTS**

1. Bid specifications submitted to and approved by GCMPC staff
2. Pre-bid meeting with GCMPC staff
3. Staff to provide Wage Decisions for bid packet for construction activities
 - **Davis-Bacon Act:** Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages in order to receive reimbursement
4. Submit bid tabulation to GCMPC staff
5. Award bid to lowest responsible bidder
6. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
7. A copy of any signed contract assisted with federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Community Development Program offices, located at:
 - Room 223, 1101 Beach Street, Flint, MI 48502
 - Telephone: (810) 257-3010
 - Fax: (810) 257-3185
 - www.gcmnpc.org

• **Contract for Services/Emergency Repairs/Supplies Over \$250**

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a Minority/Women/Handicapped Business Enterprise (MBE/WBE/HBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one year period.

New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

• **Contract Between \$250 and \$10,000**

Three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a MBE/WBE/HBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Community Development Program).

- **Contract Exceeds \$10,000**

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Bid notice also should be sent to as many applicable MBE/WBE/HBE firms as can be found through means inclusive, but not limited to, the "Genesee County Minority Business Directory" (Document this and send copies to Genesee County Community Development Program.)

Bid notice must be sent to the Flint Area Building Trades Council.

Sealed bids must be publicly opened and recorded (bid tabulation placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Lowest responsible bid should be awarded contract (letter of award/rejection placed in subrecipient's file and copy sent to Genesee County Community Development Program). **IF** lowest responsible bidder is not awarded, the subrecipient *must submit written justification and obtain approval* of the award from Genesee County Community Development Program staff.

- **Contract Equal to or Exceeds \$100,000**

Follow requirements for a contract which exceeds \$10,000.

The work to be performed under these contracts, and any subsequent subcontracts for work performed under this amount of contract award, are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Bid notice must include reference of Section 3 opportunities available under this contract/subcontract. Any vacant employment positions, including training positions to be filled as a direct result of this contract/subcontract, must be in compliance with Section 3 requirements.

Attachment D CDBG Federal Requirements Checklist

Advertisement:

___ Sealed Proposals will be received by the Local Unit of Government for Project Name, located at address. Proposals will be received at location, address, until time, date. All bids received will be opened and publicly read aloud.

___ The above referenced project is a federally funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements; and Section 3 of the Housing and Urban Development Act of 1968.

___ Minority/Women/Handicapped business owned enterprises (MBE/WBE/HBE) and Section 3 business concerns seeking bid opportunities under this Project Notice are encouraged to respond.

___ Description of project with enough detail that the contractors can tell if they would want to apply.

___ The right is reserved by Local Unit of Government to accept any bid, to reject any or all bids, and to waive any irregularities in any bid, in the interest of Local Unit of Government.

Bid Packet:

___ The above-reference project is a federal funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with the federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation, federal equal opportunity requirements and Section 3 of the Housing and Urban Development Act.

___ Enclosed is the set of documents related to compliance with federal requirements concerning Genesee County Community Development Block Grant projects/ or Federal Requirements/CDBG Requirements:

- ___ Labor Standards Requirements
 - ___ Federal Labor Standards Provisions (Form HUD-4010)
- ___ Equal Employment Opportunity Requirements
 - ___ Equal Employment Opportunity Clause
 - ___ Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - ___ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
 - ___ Participation Goals for Minorities and Females
- ___ Minority/Women/Handicap Business Enterprise Requirements
 - ___ Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures

- Genesee County MBE/WBE/HBE Outreach Form
- Genesee County Certified Businesses and Minority Directory
- Section 3 Clause Requirements
 - Section 24 CFR, Part 135.38 and HUD Grant Agreement (Section 3)
 - Certification for Business Concerns Seeking Section 3 Preference in Contracting
- Resident Opportunity for Section 3 Eligibility
- Applicable Federal Acts, Guidelines, and Orders
 - Architectural Barriers Act of 1968 Provision
 - Accessibility Guidelines for Building and Facilities
 - Clean Air Act of 1970 and Federal Water Pollution Control Act Provisions
 - Wetlands Protection Clause Executive Order 11990
- Davis-Bacon Act Requirements
 - Project Wage Decision

Contract:

"The Contractor acknowledges that this project is funded through a Community Development Block Grant Program grant from the U.S. Department of Housing and Urban Development."

Grant Compliance

Prevailing Wage. The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section. For the purposed of this Section, the Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, et seq., and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov.

The Federal Labor Standards Provisions and the wage decision for this project are attached.

Equal Employment Opportunity. The Equal Employment Opportunity requirements (Executive Order 11246, as amended- 41 CFR Part 60-1.4(b)) are detailed)

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246- 41 SFR Park 60.4.3).

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246- 41 SFR Park 60.4.3)

Participation Goals for Minorities and Females

Minority/Women/Handicap Business Enterprises. The Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures and Outreach Form.

___ A list of references for locating a MBE/WBE/HBE

___ *Section 3.*The Section 3 Clause (24 CFR Part 135.38) is included. Any Business Enterprise (Concern) claiming Section 3 status must fill out the form.

___ *Architectural Barriers Act of 1968 Provision.* The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984-42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectoral and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

___ *Accessibility Guidelines for Buildings and Facilities.* A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at www.access-board.gov/adaag/htm. This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of buildings and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

___ *Clean Air Act of 1970 and the Federal Water Pollution Control Act.* Applicable to contracts and subgrants of amounts in excess of \$100,000.00. An amendment must be included in contracts over \$100,000.00 which shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

___ *Wetlands Protection Clause.* Wetlands Protection Clause (Executive Order 11990) is included.

Attachment D CDBG Projects Under \$10,000

Project Check List

Community: _____ Project Number: _____

Project Year & Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Projects Between \$250 - \$10,000

Quotes / Cost Estimates

- 3 Price Quotes
- At least 1 of 3 was Minority/Women/Handicap Business Enterprise
- Letters of Award / Rejection to Companies that Submitted Quotes

Projects Greater than \$2,000 – Davison Bacon Triggered

- Referenced Memo NO. 130 for Project Classification
- Wage Decision Type: _____
- General Decision Number: _____
- Modification Number and Date: _____

Pre-Construction Period

- Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____
- (Optional) Preconstruction Meeting Date: _____
- N/A or Pre-Construction Meeting Minutes/ Notes
- Contract Award Letter or Resolution
- Contract Award Date: _____
- Is the Award Date Within 90 Days of Bid Opening? Yes No
- Contract Dollar Amount: \$ _____
- Signed Construction Contract

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Signed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employment Utilization Report

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment D CDBG Projects Over \$10,000

Project Check List

Community: _____ Project Number: _____

Project Year & Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Bidding Process

Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Federal Funding Reference Included in Bid Advertisement

Federal Funding Requirements Included in Bid Packet

Bid Advertisement Date: _____

Pre-Bid Meeting Date: _____

Bid Opening Date: _____

Wage Decision Verification 10 9 8 7 6 5 4 3 2 1 days Prior to Bid Opening:

No Modification

Modification – Do not have reasonable time to notify bidders Report included in file

Modification – Effective

If Modification Effective: New General Decision Number: _____

If Modification Effective: New Modification Number and Date: _____

Minority/Women/Handicap Business Enterprise Outreach Form Completed

Bid Tabulation

Section 3 Bids within 10% of Lowest Bidder

Section 3 Bids not within 10%

None

Section 3 Summary Report

Other Notes:

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Preconstruction Meeting Date: _____

- N/A or Pre-Construction Meeting Minutes/ Notes
 - Includes Date and Place of Conference
 - Includes Project Name, Location and Description
 - Includes Name of Contractor
 - Includes Contract Amount
 - Includes Wage Determination Number
 - Includes Summary of Items Covered
 - Includes List of Attendees

Contract Award Letter or Resolution

Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

If No - Wage Decision Verification:

- No Modification
- Modification

If Modification:

General Decision Number: _____

Modification Number and Date: _____

Local Unit Notified on: _____

Bidders Notified on: _____

Contract Dollar Amount: \$ _____

- Signed Construction Contract
 - Includes Labor Standard Provisions
 - Includes Wage Decision, Including Modifications

Notice to Proceed Letter

- N/A or Contract Change Orders (Only Allowed After the Start of Construction)
 - Approved at Official Meeting
 - Signed by Contractor
 - Added as Addendum to Contract
 - Cumulative Total of Change Orders Does Not Exceed 20% of Original Contract

Other Notes:

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization

Fringes Option A or Fringes Option B

Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Sub-Contractor Compliance

Sub-Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment E
Minority/Women/Handicap Business Enterprise Procurement Procedures
Genesee County Community Development Block Grant (CDBG) Program

Projects assisted with Genesee County Community Development Block Grant (CDBG); Emergency Shelter Grants (ESG); and HOME Investment Partnerships Program (HOME) funds must comply with Program procurement standards. Federal regulations contained at 24 CFR 85.36(e)(2)(I) require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmpc.org/wp-content/uploads/2020/02/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment F
Genesee County MBE/WBE/HBE Outreach Report
for Agencies, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE's.

1) Contractor Name: _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

Written Bid Received: YES NO Amount: _____

Were they Selected for Contract?: YES NO

If No, Why? _____

MBE/WBE/HBE: YES NO

Section 3: YES NO If yes, please fill out Section 3 forms.

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

 Authorizing Name and Signature

 Date

Attach the following documentation, as applicable, as evidence of status. Not all may apply to your firm or circumstance, although at least one will apply.

For business claiming status as a Section 3 resident-owned business concern:

- Copy of resident lease
- Copy of evidence of participation in a public assistance program
- Copy of receipt of public assistance
- Copy of previous year's income tax filings for Section 3 residents

For business claiming Section 3 status due to at least 30% of its current workforce is Section 3 residents, or were Section 3 residents when first hired (if within the last three years) please provide:

- List of all current full-time employees
- PHA/IHA Residential lease less than 3 years from day of employment
- List of employees claiming Section 3 status
- Copy of previous year's income tax filings for Section 3 residents

For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses:

- List of subcontracted Section 3 business(es), subcontract amount, and date of subcontract
- Copy of all Subcontractors' previous year's income tax filings

FY 2021 Median Family Income for Flint and Genesee County MSA - \$65,600		
Section 3 Maximum Income Limits		
Number in Household	Very-Low Income	Low Income
One Person	\$23,000	\$27,600
Two Person	\$26,250	\$31,500
Three Person	\$29,550	\$35,460
Four Person	\$32,800	\$39,360
Five Person	\$35,450	\$42,540
Six Person	\$38,050	\$45,660
Seven Person	\$40,700	\$48,840
Eight Person	\$43,300	\$51,960

Attachment H

Certification For Residents For Seeking Section 3 Preference in Training and Employment Genesee County Community Development Block Grant (CDBG) Program

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year's income tax filings.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____
_____ and meet the income eligibility guidelines for a low-
or very-low-income person as included in this Certification.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Copy of the most recent year's income tax filings
<input type="checkbox"/> Other evidence _____	

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

Print Name

Date

Signature

Date

Attachment I
Section 3 Summary Report
 Genesee County Community Development Block Grant (CDBG) Program

Part I. Employment and Training

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	Number of Section 3 Trainees
Professionals			
Technicians			
Office/Clerical			
Construction by Trade (List)			
Trade -			
Trade -			
Trade -			
Trade -			
Other (List)			
Other -			
Other -			
Other -			
Other -			

Part II. Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A. Total dollar amount all non-construction contracts awarded on the project	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III. Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (check all that apply)

___ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the neighborhood or within Genesee County, or similar methods

___ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents

___ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns

Attachment J
Federal Award Information
Community Development Block Grant (CDBG-CV) Program

- 1) Recipient Name: City of Swartz Creek
- 2) Recipient's Unique Entity Identifier: PELPKJKR8JM8
- 3) Unique Federal Award Identification Number (FAIN): B-20-UW-26-0001
- 4) Federal Award Date: 9-21-20
- 5) Period of Performance Start and End Date: 3-1-22 to 9-30-22
- 6) Amount of Federal Funds Obligated by this action: N/A
- 7) Total Amount of Federal Funds Obligated: N/A
- 8) Total Amount of the Federal Award: \$14,934.00
- 9) Budget Approved by the Federal Awarding Agency: \$14,934.00
- 10) Total Approved Cost Sharing or Matching where applicable: N/A
- 11) Federal Award Project Description:
- CDBG-CV funding will be used to reimburse expenses incurred between March 1, 2022 and September 30, 2022 for the following eligible costs: Purchase of equipment to facilitate outdoor events in the downtown area. Expenses must be used to prevent, prepare for, or respond to COVID-19.
- 12) Name of federal awarding agency and contact information for awarding official: HUD
- 13) CFDA Number and Name: 14.218
- 14) Identification of whether the award is R & D: N/A
- 15) Indirect Cost Rate for the Federal Award: N/A



GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION

Attachment K
CDBG-CV/ESG-CV Income Self-Certification Form

Head of Household Name _____

Address _____

Phone Number _____

Email Address _____

Household Size _____

Household Income

In the chart below, list all household occupants over 18, and sources of income. All information will be kept confidential and is only used to verify eligibility for the program.

Name	Age	Income Source	Monthly Income
Total Monthly Income:			
Total Gross Annual Income:			
Total Assets (checking, savings accounts):			

Household Size	1	2	3	4	5	6	7	8
80% Area Median Income	\$35,800	\$40,900	\$46,000	\$51,100	\$55,200	\$59,300	\$63,400	\$67,500

_____ (Initial Here) I confirm that my household income, based on household size, is at or below 80% of Genesee County's Median Income as shown in the chart above.

COMMUNITY DEVELOPMENT PROGRAM

1101 Beach Street – Room 111, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmplc.org

An Equal Opportunity Organization • Equal Housing Opportunity



Landlord Name / Mortgage Company: _____

Address _____

Monthly Rent/Mortgage Payment: \$ _____

Date of Last Payment: _____

Property Taxes Current? Yes No

Head of Household's Most Recent Employer _____

Have any family members been unemployed due to COVID-19? Yes No

Demographic Information

Check all that apply. This information will be kept confidential and used only for reporting to HUD.

Race: White Black/African American Asian

American Indian/Alaskan Native Native Hawaiian/Other Pacific Islander

American Indian/Alaskan Native & White Asian & White

Black/African American & White

American Indian/Alaskan Native & Black/African American

Other Multi-Racial

Ethnicity: Hispanic Non-Hispanic

I certify that all information provided in this application is true and complete to the best of my knowledge. I understand that I may be requested to provide additional information to validate the information provided in this application. If I do not agree to follow all documentation requirements set forth by the U.S. Department of Housing and Urban Development, I may be required to repay a portion of, or all grant funding received.

Signature of Applicant _____ Date _____

FY 2021 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$65,600

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$13,800	\$23,000	\$27,600	\$36,750
Two Person	\$17,420	\$26,250	\$31,500	\$42,000
Three Person	\$21,960	\$29,550	\$35,460	\$47,250
Four Person	\$26,500	\$32,800	\$39,360	\$52,500
Five Person	\$31,040	\$35,450	\$42,540	\$56,700
Six Person	\$35,580	\$38,050	\$45,660	\$60,900
Seven Person	\$40,120	\$40,700	\$48,840	\$65,100
Eight Person	\$43,300	\$43,300	\$51,960	\$69,300

k:cd/hip/income2021hip

updated 4/9/21

Phone: (810) 635-4464



Where Friendships Last Forever

Fax: (810) 635-2887

City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: 5/26/22 Reservation location: HOLLAND SQUARE

One time event

Recurring event

Name of Responsible Party: JEEPERS CREEKERS, INC. (LANIA ROCHA, PRESIDENT)

Address: _____ Phone: 989-332-2055

City: _____ Zip Code: _____

Nature of Activity: VENDOR / CRAFT SHOW Approx. # Attendees 200

Arrival Time: 5PM Departure Time: 9PM

Responsible Party Signature: L ROCHA

E-Mail Address: _____

Proof of Insurance Provided

Please check all that will be needed

Water

Waste collection

Electricity

Other Services – Specify: _____

I have received a copy of the Plaza Rules: LR

IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official _____

Date March 28, 2022

Please use this page for any additions or details.

WE ARE LOOKING TO HOLD A CRAFT SHOW / CAR SHOW / FOOD TRUCK EVENT EVERY 4TH THURSDAY MAY THROUGH SEPTEMBER UTILIZING HOLLAND SQUARE FOR THE VENDOR AREA. THE DATES ARE 5/26/22, 6/23/22, 7/28/22. 8/25/22, 9/22/22.

CITY OF SWARTZ CREEK
PLAZA AND LOT USAGE GUIDELINES

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of the Code of Ordinances of the City of Swartz Creek, Michigan.

APPLICABILITY. These rules apply to City of Swartz Creek Plaza, located at 5012 Holland Drive. The city council may apply these rules to other city parking lots and alleys at its discretion.

1. **PARKING.** The plaza shall accommodate day and night parking in accordance with applicable laws when not otherwise designated for an authorized use. The maximum parking duration is 24 hours, with the expectation that vehicle owners/operators can be notified to relocate their vehicle for a reservation within a 24 hour period.
 - 1) No business or individual shall have an ongoing vested interest in the use of parking.
 - 2) Owners and/or operators of vehicles shall comply with city official and/or police officer instructions to relocate the vehicle at any time for any reason.
 - 3) No person shall park or store any motor vehicle during the hours the plaza is reserved or otherwise closed.
 - 4) Members of the police department are hereby authorized to remove any vehicles so parked or stored if notice was given 24 hours prior to said removal in the form of posting the site, official notice upon the vehicle, or recorded interaction with the owner/operator.
 - 5) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle, to fail to obey any such applicable traffic control sign, notice, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
2. **SMOKING.** Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the plaza, unless part of a council approved event.
3. **PROHIBITED USES AND ACTS.** No person shall engage in:
 - 1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, light poles, trees, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or property or appurtenances whatsoever, either real or personal.
 - 2) *Fires.* No person shall kindle or build or cause to be kindled or built a fire in any plaza or parking lot except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which they own or have permission to control to be brought within the confines of any plaza unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required.
 - 4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for plaza property.
 - 5) *Restricted sections of plaza.* No person shall enter upon any area of the plaza where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on plaza property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows. Crossbows, bolts, and similar weapons are also prohibited.
 - 7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds. (No person shall use any indecent or obscene language).
 - 8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on public property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon plaza property, unless part of a council approved event.
 - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or temporary or permanent toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.

- 10) *Sleeping*. No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on public property.
 - 11) *Dumping*. No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the plaza other than such refuse accumulated from organized and acceptable activities within the plaza, and such refuse must be deposited in receptacles provided for that purpose.
 - 12) *Posted signs, rules and regulations*. No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the plaza.
 - 13) *Public meetings, parades*. No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the plaza without the express consent and written approval of the city manager.
 - 14) *Advertisements*. No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any public property unless related to an approved event.
 - 15) *Offering articles for sale*. No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the plaza without permission from the city manager.
 - 16) *Inflatable play equipment*. Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.
4. **POLICE AND EMPLOYEES**. No person shall resist any police officer or city employee exercising his duty within the plaza area, or fail or refuse to obey any lawful command of any such police officer or employee, or in any way interfere with, hinder or prevent any such police officer or employee from discharging their duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
5. **PLAZA RESERVATIONS**. Applicants may be permitted the use of the plaza, including control during hours the plaza is typically closed to the public, subject to the following conditions:
- 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the plaza area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the plaza and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' activities are conducted to minimize interference with the use of adjacent properties and businesses.
 - 5) Fees shall be set by resolution of the city council. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the plaza by the public unless such charge is approved by the city council in advance.
 - 7) Reservations for annual events can be granted by the city council beginning December 1 of the previous calendar year.
 - 8) All permits shall require the permittee to clean up the plaza after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 9) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, provided that such permit is on official forms when presented.
 - 10) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority for use shall be given to organizations scheduling regular events (e.g. weekly markets) or annual events (e.g. bike races).
- 6) **VENDING**. Vending is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.
- 7) **PUBLIC NOTICE**. The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.



CITY OF SWARTZ CREEK STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: March 11, 2022

SPONSOR ORGANIZATION: Jeepers Creekers, INC.

AUTHORIZED REPRESENTATIVE: Lania Rocha (President)

WORK ADDRESS: _____ HOME ADDRESS: _____

PHONE NO: WORK (989-332-2055) HOME: (____) _____ CELL: (____) _____

EMAIL ADDRESS: _____

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

FOOT/BIKE RACE

CRAFT SHOW

CONCERT

OTHER: CAR SHOW

DATE OF EVENT: 5 / 26 / 22 , 6/23/22, 7/28/22, 8/25/22, 9/22/22

TIME OF EVENT: FROM: 5 PM AM/PM TO: 9 PM AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 200

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:

WE ARE REQUESTING TO HOLD A CAR SHOW AND CRAFT MARKET WITH FOOD TRUCKS EVERY 4TH THURSDAY OF THE MONTH MAY THROUGH SEPTEMBER. THE EVENT WILL REQUIRE THE CLOSING OF MILLER RD, WEST OF MORRISH TO EAST OF HAYES AND HOLLAND DRIVE MILLER TO INGALLS ALONG WITH HOLLAND SQUARE.

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, its officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$ 1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

FOR: JEEPERS CREEKERS, INC.
(Organization)

BY: LANIA ROCHA
(Authorized Representative)

APPROVED BY: _____
(Chief of Police)

(Street Administrator)

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE
CITY HALL NO LATER THAN THIRTY (30) DAYS PRIOR TO EVENT DATE
CITY OF SWARTZ CREEK
STREET APPLICATION
CHECKLIST

- APPLICATION MUST BE COMPLETED THIRTY (30) DAYS PRIOR TO EVENT
- EVERY LINE ON APPLICATION MUST BE COMPLETED AND ROUTE DRAWN ON ATTACHED MAP
- APPLICANT SHALL PROVIDE THE CITY WITH EVIDENCE OF INSURANCE FOR AMOUNT DETERMINED ADEQUATE BY THE CITY ATTORNEY

CITY OF SWARTZ CREEK PARADE REGULATIONS

The approval of a street closure request and/or a “parade permit” is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thorough fares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

By: _____ For: _____
(Event Coordinator or Representative) (Organization)

TAP

DA

Control Section	TA 25000
Job Number	204304CON; 214164CON
Project	22A0294; 22A0354
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5058

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made 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 Swartz Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 3, 2022, attached hereto and made a part hereof:

PART A – JOB #204304CON; 22A0294 – FEDERAL PARTICIPATION

Hot mix asphalt shared use path construction, including grading, aggregate base, concrete curb and gutter and curb ramps, storm sewer, pedestrian signals, permanent signing and pavement markings, from Elms Road Park easterly and northerly to Bristol Road and then easterly along Bristol Road and Miller Road to Dye Road, northerly along Dye Road to existing path at Norko Drive; and all together with necessary related work.

PART B – JOB #214614CON; 22A0354 - FEDERAL PARTICIPATION (RAILROAD FORCE ACCOUNT)

Rubber crossing surface installation to accommodate shared use path improvements, as described in PART A, at the Grand Trunk Western Railway, herein referred to as the 'RAILROAD', National Inventory #283-739-R, at-grade crossing adjacent to Miller Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; 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:

TRANSPORTATION ALTERNATIVES PROGRAM

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

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

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

The PART B portion of the PROJECT work will be performed by the RAILROAD.

The parties agree that programming and/or authorization of the construction of the PROJECT for Federal funding does not void or compromise in any way the statutory obligations which may be imposed by safety orders issued under the authority of 1909 PA 283, 1921 PA 270, 1873 PA 198, and/or 1993 PA 354, or may be imposed under 1993 PA 354.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including costs incurred by the RAILROAD for the PART B portion of the PROJECT and 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.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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.

It is understood that the DEPARTMENT, by written authorization, will directly authorize the RAILROAD to commence performance of the PART B portion of the PROJECT work.

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

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

- (1) Design or cause to be designed the plans for the PROJECT.
- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- (4) Place and maintain advance warning signs and pavement markings in full accord with the Michigan Manual of Uniform Traffic Control Devices and the provisions of 1993 PA 354 and that it 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).
- (5) Perform, as may be necessary, in conjunction with the highway-railroad crossing improvement, all approach work so as to provide a smooth-riding crossing.
- (6) Assume responsibility for work zone traffic control for railroad improvements by coordinating with the railroad authority as necessary to ensure appropriate traffic controls and protection during project operations in full accord with the Michigan Manual of Uniform Traffic Control Devices.
- (7) Provide and maintain detour routes necessary to accommodate traffic when required during the construction of the PROJECT and ensure that these detour routes are signed in accordance with the Michigan Manual of Uniform Traffic Control Devices.

- (8) Enact and enforce such ordinances or regulations as may be necessary to prohibit parking along either side of the roadway within 50 feet of the nearest rail of the grade crossing in compliance with MCL 257.674(i).
- (9) Maintain the approaches and those portions of the PROJECT under the REQUESTING PARTY'S jurisdiction pursuant to the provisions of MCL 691.1402, 1993 PA 354, and the requirements of the FHWA.

- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

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 accordance with the following:

PART A

Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$551,351, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion 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.

PART B

Federal Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$16,661, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B portion 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 will 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.

7. It is understood that the RAILROAD, at its sole expense, will own, operate, and maintain the railroad facilities unless otherwise provided between the REQUESTING PARTY and the RAILROAD.

8. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY 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 facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other 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.

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.

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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 Michigan Department of Environment, Great Lakes, and Energy, 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 Michigan Department of Environment, Great Lakes, and Energy 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 shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT 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 any of their highways and responsibility under MCL 691.1402 et seq., as amended.

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 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, 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. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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

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

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

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary 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 as written below.

CITY OF SWARTZ CREEK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



EXHIBIT I

CONTROL SECTION TA 25000
 JOB NUMBER 204304CON; 214164CON
 PROJECT 22A0294; 22A0354

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$960,000	\$ 0	\$960,000
FORCE ACCOUNT WORK (by RAILROAD through the DEPARTMENT)	\$ 0	\$ 25,700	\$ 25,700
GRAND TOTAL ESTIMATED COST	\$960,000	\$ 25,700	\$985,700

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$960,000	\$ 25,700	\$985,700
Less Federal Funds*	<u>\$551,351</u>	<u>\$ 16,661</u>	<u>\$568,012</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$408,649	\$ 9,039	\$417,688

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

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

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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 ten percent (10%) 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, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

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 Education
Accounting Service Center
Hannah Building
608 Allegan Street
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 Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 will 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 ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any 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; treatment; 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 shall, 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 its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall 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 itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State 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, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan 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 Michigan 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 Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment 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 contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the 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 facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it 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 Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material 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 Department or the USDOT 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 from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

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.

The regular Board of Trustees meeting of the Charter Township of Clayton was called to order by Supervisor Spillane at 6:00 p.m. February 10, 2022 at the Clayton Township Hall.

BOARD MEMBERS:

Supervisor Tom Spillane
Clerk Dennis Milem
Treasurer Rick Caruso

Trustees: Greg Childers
Brad Anthony
Tammy Kapraun
Shelley Thompson

Attorney: Ken Tucker

Pledge to Flag

ROLL CALL: Members Present: Caruso, Milem, Spillane, Kapraun, Childers and Anthony. Thompson absent.

AGENDA: MOTION by Milem and seconded by Kapraun to approve agenda with following amendments: Chalker drain, part time officers pay, fire fighters pay. ROLL CALL: YES: Spillane, Kapraun, Milem, Caruso, Childers and Anthony. MOTION CARRIED.

MINUTES: MOTION by Kapraun and seconded by Milem to approve the January 2022 meeting minutes. ROLL CALL: YES: Spillane, Milem, Caruso, Childers, Anthony and Kapraun. MOTION CARRIED.

BILLS LIST: MOTION by Anthony and seconded by Kapraun to approve the Bill's List as presented. ROLL CALL: YES: Milem, Anthony, Caruso, Kapraun, Childers and Spillane. MOTION CARRIED.

TREASURER'S REPORT: MOTION by Caruso and seconded by Milem to approve the Treasurer's Report as presented. ROLL CALL: YES: Milem, Anthony, Caruso, Childers, Kapraun and Spillane. MOTION CARRIED.

2022 BUDGET REVIEW: No budget adjustments.

PUBLIC COMMENT
BOARD COMMENT

CORRESPONDENCE:

Supervisor update on round-a-bout at Lennon and Morrish Rd. No exact date.

OLD BUSINESS:

NEW BUSINESS:

Trustee Thompson joined meeting at 6:20 p.m.

FIRST READING OF ORDINANCE 2021-485: MOTION by Milem and seconded by Kapraun to approve first reading of Ordinance 2021-485. A discussion ensued.

MOTION TO CALL THE QUESTION: Motion by Milem and seconded by Kapraun to Call the Question on the vote for the Chicken Ordinance. ROLL CALL: YES: Milem, Thompson, Kapraun, Caruso, Childers and Spillane. NO: Anthony. MOTION CARRIED.

FIRST READING OF ORDINANCE 2021-485 (Chicken Ordinance): MOTION by Milem and seconded by Kapraun to approve first reading of Ordinance 2021-485. ROLL CALL: YES: Thompson, Kapraun, Childers, Spillane and Caruso. NO: Anthony and Milem. MOTION CARRIED

POVERTY GUIDELINES: MOTION by Thompson and seconded by Kapraun to approve Federal Poverty Guidelines for 2022. ROLL CALL: YES: Spillane, Kapraun, Caruso, Anthony, Childers, Milem and Thompson. MOTION CARRIED. RESOLUTION NO. 22-0210-01

CONCEPTUAL PLANS: MOTION by Caruso and seconded by Kapraun to approve the expenditure of up to \$12,000.00 for plans for township building expansion. John Gazall has been chosen to present plans. ROLL CALL: YES: Spillane, Thompson, Caruso, Childers, Kapraun and Milem. NO: Anthony. MOTION CARRIED. RESOLUTION NO. 22-0210-02

FIRE MILLAGE: MOTION by Kapraun and seconded by Milem to have fire millage question placed on November 8th, 2022 ballot. ROLL CALL: YES: Childers, Anthony, Kapraun and Milem. NO: Caruso, Spillane and Thompson. MOTION CARRIED. RESOLUTION NO. 22-0210-03

COVID POLICY FOR CLAYTON TOWNSHIP: Postponed until later date

WEBPAGE UPDATE: Postponed until later date.

CHALKER DRAIN ASSESSMENT: MOTION by Childers and seconded by Kapraun to approve \$2,004.02. for Chalker drain assessment. ROLL CALL: YES: Spillane, Caruso, Anthony, Thompson, Childers, Kapraun and Milem. MOTION CARRIED. RESOLUTION NO. 22-0210-04

HOURLY RAISE IN PAY FORM 2020: MOTION by Caruso and seconded by Thompson to pay all hourly employees who did not receive raise in 2020. All wages, applicable taxes and associate cost to be paid out of general fund. ROLL CALL: YES: Caruso, Childers, Anthony, Spillane, Kapraun, Milem and Thompson. MOTION CARRIED. RESOLUTION NO. 22-0210-05

SCAFD FIREFIGHTER RAISES: MOTION by Kapraun and seconded by Thompson to raise all firefighters pay \$1.50 if approved by City of Swartz Creek also. ROLL CALL: YES: Thompson, Milem, Spillane, Kapraun, Anthony, Childers and Caruso. MOTION CARRIED.

MOTION by Milem and seconded by Kapraun to go into closed session pursuant to MCL.15.268(c) or a strategy and negotiation session connected with the negotiation of the Clayton City Council Packets

Township Police Department collective bargaining agreement. Time: 7:36 p.m. ROLL CALL:
YES: Anthony, Caruso, Childers, Milem, Spillane, Thompson and Kapraun. MOTION
CARRIED.

MOTION by Milem and seconded by Kapraun to resume regular meeting at 8:05 p.m. ROLL
CALL: YES: Spillane, Caruso, Anthony, Thompson, Childers, Kapraun and Milem. MOTION
CARRIED.

PUBLIC COMMENT
BOARD COMMENT:

REPORTS:

ATTORNEY: Ken Tucker
ROADS AND BRIDGES: Tom Spillane
WATER AND WASTE: Rick Caruso
FIRE BOARD: Tammy Kapraun
PLANNING COMMISSION: Rick Caruso
METROPOLITAN ALLIANCE: Shelley Thompson
911: Tom Spillane
POLICE REPORT: Chief Brown

Meeting Adjourned: 8:21 p.m.

Minutes by

Dennis Milem, Clerk

Minutes Accepted by

Tom Spillane, Supervisor

