

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday December 14, 2009, 7:00 P.M.

City Hall 8083 Civic Drive, Swartz Creek Michigan 48473

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of December 14, 2009 MOTION Pg. 7,11-16
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7,2-6
 - 6B. Monthly Police Report Pg. 17-27
 - 6C. Morrish Rd. Project, Phase I MDOT Contract (Agenda Item) Pg. 8,28-54
 - 6D. MDOT 5-Year Road & Bridge Plan Pg. 55-60
 - 6E. Sr. Center CDBG Contract Pg. 61
 - 6F. MML Legislative Conference Notice Pg. 62-63
 - 6G. Seminar Notice, Foreclosures Pg. 64
 - 6H. Legislative Notices Pg. 65-72
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Employee Benefit Programs RESO. Pg. 8, 4
 - 8B. Morrish Road Project Phase I, MDOT Agreement RESO. Pg. 8,28-54
 - 8C. Morrish Road Project, Appropriate Additional Design Eng Fees RESO. Pg. 9, 3
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBER'S:**
11. **ADJOURNMENT:**

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday December 14, 2009 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 11-December-2009

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

Schedule:

June 22 nd :	Adopt Budget (Draft #1), Truth in Taxation Hearing (<i>If Needed</i>), Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 30 th :	Fiscal Year End
July 27 th :	Discussion, Proposed Amended Budget
September 14 th :	Approve Amended Budget (Audit Field Work is Underway)
November 9 th :	Audit Report
December 7 th :	Review First Quarter Standings
Mid-January:	Review Half-Year Standings

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

As you recall, in addition to the bankruptcy in U.S. District Court in New York, GM has filed two petitions with the Michigan Tax Tribunal requesting 80% reductions in taxable values, from \$48.11 million to \$9.62 million and \$1.15 million to \$231,000. It appears, from media articles that the bankruptcy has been resolved, insofar as this plant is concerned, but the MTT Appeal continues. GM appeals exposure at 80% shows the loss to both real and personal property in General Fund revenues to be \$209,037. Loss to the Garbage Fund is \$68,970. The maximum exposure on loss General Fund revenues, inclusive of all appeals is \$244,371. Total potential loss to the Garbage Fund is \$80,930.

In discussion with Mr. Figura, he believes it would be beneficial to stir this issue a bit via GM's retained legal Council. He is very familiar with the firm and has contacted them. They have asked for documents which we are in the process of assembling. With a bit of luck, we may see some movement towards a resolution into the New Year.

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

Pending enactment of a new water and sewer ordinance and fee structure.

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

Pending enactment of a new water and sewer ordinance and fee structure.

- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)
I have hopes of clearing this issue throughout the holidays.
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)
As above, I have similar hopes on this project.
- ✓ **VETERANS MEMORIAL** (*Status*)
Originally, the Veterans Committee elected to return the memorial back to the City. The problem is they also desired to continue to collect and make decisions on spending funds. To do both would present significant problems. The pivot reason seems to be insurance for the structures within the memorial. Our insurance carrier will insure the fixtures in the park. I'm still checking on liability matters. I should have an agreement within a meeting or two.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
 - ❑ **2011-2014 T.I.P. APPLICATION** (*Status*)
As soon as the 2011-2014 TIP is finalized, I'll add the projections here along with a "guesstimate" projection of revenues and expenses.
 - ❑ **TRAIL SYSTEM** (*Status*)
Same here as above.
 - ❑ **MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S** (*Resolutions*)
This project is scheduled to be let for bid in January. Included with tonight's packet is an MDOT pre-bid standard agreement contract. As the Council is aware, we split this project into two parts, one being the reconstruction of Morrish between I-69 and the south right-of-way along Bristol (our jurisdiction), and the second part being the intersection of Bristol and Morrish, inclusive of the approach legs going north, east and west (County Road Commission jurisdiction). The \$368k of FHA funds will apply only to our jurisdiction part. We did this as we had an uneasy feeling that we may run into static from the Road Commission, which proved correct. As it stands now, we are working with the County Road Commission to resolve the disagreements and it appears we are making progress. Additionally, REI say's they need an additional \$4,000 for design engineering fees. We approved \$73,052 for design at the August 25, 2008 Meeting. I have a resolution for an additional \$4,000 included with tonight's agenda. I continue to have an uneasy feeling on this project. The variables, snags, unanticipated costs, economy, delays, and the list goes on. I am working on an excel sheet to track all the specific costs through the various delays and phases. I'll have it for the next meeting. I'll have some additional conversation at tonight's meeting.
 - ❑ **MORRISH ROAD SOUTH CONSTRUCTION PROJECT** (*Status*)
Pending final reconciliation of construction engineering fees.
- ✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**
 - ❑ **2008 REPAIR ROSTER** (*Status*)
The original plans were to repair a block or two, or preserve a handful of streets from deteriorating to complete re-constructs. Given our fiscal issues, I recommend we go no further until we have an all encompassing plan. The local street monies may have a place in an overall plan.
- ✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** (*Status*)
Phase III was approved at the December 7 Council Meeting. I'll keep the Council informed on progress.

- ✓ **SR. CENTER, LEVY, BUILDING & FUTURE FUNDING PLAN** (*Status*)
The Center construction is about a month behind. Projected completion is slated for some time in January.

- ✓ **LABOR CONTRACTS** (*Resolution*)
All that's left here are my contract and some type of employment agreement with Mr. Kehoe. From a financial standpoint, neither of these will change. As we have discussed in the past, I am preparing a report of highs and lows on my contract and will have the matter back either at the first meeting after the New Year.

On another related matter, we have looked at our employee benefits program from a couple of perspectives, one being our agent services and the second, the actual cost of the benefit. For the most part, we are locked into the medical plan for two reasons, one being union contracts and the other being the size of our unit (too small to have any negotiating power). I have set this matter for a discussion item to bring the Council up to date on increases and how we are looking to offset them. Since May 2007, we have employed Total Benefits as the City's broker. They manage medical, prescription, vision, dental, short-term disability, long-term disability and life insurance. There is no direct cost we pay to Total. They receive commissions from the insurance provider, such as BCN, Blue Cross, Health Plus, etc. We do have fees with a "third party administrator", being a company called Basic, which manages our medical reimbursement provided by union contracts. Medical insurance provider rules dictate that we must have a broker. The degree that we use them is up to us. We tend to use them fairly extensively for a couple of reasons, one, it's a hefty cost savings as we do not have to pay an employee to track all of the idiosyncrasies associated with the management of employees and benefits, and the second, compliancy with state and federal privacy laws. We are a small outfit wherein we all know each other. When supervisor's get in the business of managing employee benefits, the ground becomes fertile for a breach of privacy, either by accident or otherwise. The competition for insurance companies to broker benefits is fierce. Seldom does a week go by that I do not get several probes to meet and discuss benefits. Our current firm, Total Benefits, does an outstanding job of managing our employee benefit packages direct with the employees, thus eliminating the need to have this done by staff. I have a resolution to re-appoint our current firm, discuss competitors, and proceed forward with some changes to our plans that will off-set increases.

- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
We may have an open door. The taxes on this property have been delinquent since 2006. The property is scheduled to go to seizure in March 2010. If it does, we may be able to purchase it for back taxes (about \$25k). We would be bidding against the bank, if they show. If they do, we may be able to reach some sort of agreement with them to have the building razed. We'll continue to watch it.

- ✓ **COUNTY E.M.S. ORDINANCE, AMBULANCE SERVICE** (*Status*)
Pending.

- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
As the Council is aware, there has been a significant change in the status of the business we awarded the bid to. My guess is that this deal is probably dead in the water. If, as suspected, this is true, we'll have a resolution right after the first of the year to end it.

- ✓ **WWS STORM WATER ORDINANCE** (*Status*)
We are looking at this and will be back in the future with a recommendation.
- ✓ **2009 MASTER PLAN REVIEW** (*Status*)
Pending distribution and comment waiting period.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)
This agreement needs to be reviewed along with the agreement we have with Woodside Builders on the rental of the house. As you recall, we agreed to a credit – debit arrangement between money owed to the City by Woodside’s for a storm sewer installed with the Bristol Road Project, in exchange for no General Fund payments for rental of the house. This move would allow us to keep Swartz Ambulance in the house for another year and a half without the General Fund expense. Woodside’s has agreed to this arrangement and we have stopped the lease payments. We do need to catch up the paperwork though. I’ll work on an agreement and look to have it back shortly.
- ✓ **MDOT PARK & RIDE** (*Status*)
We have two designs, one is for High Pressure Sodium Lights (\$10,500); the other is LED Lights (\$20,240). In review, if we can get the entire amount funded by MDOT, staff recommends the LED. Although the technology is “cutting edge new”, operational and maintenance costs for this type of lighting are significantly cheaper (as you recall, we are paying the electricity and maintenance on these lights). These designs include buried electrical lines and four foot concrete bases. The only cost we do not know here is what Consumer’s Energy will charge for an electrical service drop. It could be expensive. We have the design into MDOT for review and a request into Consumer’s for cost opinions.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)
Nothing new. We are trying to obtain rate models and debt retirement projections for review.
- ✓ **REWARDS FOR RECYCLING PROGRAM** (*Status*)
We are taking a closer look at this program. We’ll be back in the near future for some more conversation.
- ✓ **GO GREEN GRANT OPPORTUNITY** (*Status*)
We’ve submitted a grant to the MI-DLEG. It should take a month or so to see if we qualified.
- ✓ **COUNTY CLERK INVOICE, HURLEY MILLAGE** (*Status*)
This matter was tabled at the meeting of December 7th. I spoke with the Flushing City Manager and he advises the issue is still alive. He hopes to have some better direction right after the first of the year.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ Nothing New.

Council Questions, Inquiries, Requests and Comments

- ❑ *Traffic Lights, Bristol-Miller, GM-SPO.* Pending GM decisions, new traffic counts as to warrants, in the spring.
- ❑ *Sr. Center Budget, Statement, Building Cost Reconciliation.* Pending obtaining documents.
- ❑ *Curb Conditions, Seymour South of Miller.* Still checking into this.
- ❑ *Deteriorated Retaining Walls & Planters at City Buildings.* We are looking for a rock bottom cost solution to this.
- ❑ *Tabled Garbage Collection Policy.* Resting comfortably... for now.



***Merry Christmas
Happy New Year***

The Staff

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday December 14, 2009 7:00 P.M.

Resolution No. 091214-4A MINUTES, NOVEMBER 23, 2009

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held December 7, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091214-5A 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 December 14, 2009 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091214-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of December 14, 2009, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091214-8A

RE-APPOINT EMPLOYEE BENEFIT BROKER

Motion by Councilmember: _____

I Move the City of Swartz Creek re-appoint Total Benefit Systems, of 5151 Gateway Centre, Suite 200, Flint, Michigan 48507, appointed originally in May 2007, to act as an agent-broker on behalf of the City of Swartz Creek, under the supervision and direction of the City Manager, for the purpose of negotiating competitive employee fringe benefit and insurance packages and proposals and to mitigate employee complaints, problems and issues; and, further, to allow the release of necessary information within the parameters of Federal and State privacy protection statutes and regulations.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 091214-8B

**MORRISH ROAD PHASE I CONSTRUCTION PROJECT,
MDOT AGREEMENT**

Motion by Councilmember: _____

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

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

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

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

WHEREAS, the Morrish Road Repair and Improvement Project has been obligated for funding and is scheduled to be let for bid in January 2010 under the Michigan Department of Transportation using Surface Transportation Program funding sources; and

WHEREAS, the Morrish Road Improvement Project was designed in conjunction with the site plan approval for a Meijer’s retail outlet department store, Meijer’s having

entered into a development agreement to contribute funding to the project relative to the projected impact such a retail development would have on area infrastructure, inclusive of streets, projected costs of Phase I as follows:

	<i>Federal Funding</i>	<i>City Construction Match</i>	<i>Total Project Cost</i>
Construction	\$ 368,480	\$ 1,123,320	\$ 1,491,800

NOW, THEREFORE, be it resolved that the City of Swartz Creek appropriate an amount not to exceed \$1,491,800, plus 5% contingency, from 202 Major Street Fund, for the Morrish Road North Construction Project Phase I, \$368,480 funded by a combination of Federal Surface Transportation Funds and Federal Flexible Section 5307 Funds, the balance, \$1,123,320 being the City Local Share Obligation.

BE IT FURTHER RESOLVED, that the Council for the City of Swartz Creek direct the Mayor, Richard B. Abrams and the City Clerk, Juanita Aguilar, on behalf of the City, to execute an agreement with the Michigan Department of Transportation, a copy of which is attached hereto, MDOT Contract #09-5742, Control Section #STU25402, Project #1025(007) and Federal ID #HH-6246.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 091214-8C MORRISH ROAD NORTH PROJECT, APPROPRIATE
ADDITIONAL DESIGN ENGINEERING FEES**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has identified a need to make repairs and improvements to Morrish Road from the I-69 overpass to Bristol Road and has expanded such repairs to include a section north, east and west of the intersection in order to accommodate a planned and approved retail development; and

WHEREAS, the City appropriated \$73,052 to the City’s Engineer, Rowe Professional Services Inc. for design engineering fees, at a regular Council Meeting held on August 25, 2008, resolution as follows:

Appropriation, Design Engineering, Morrish Road Re-Construction

Resolution No. 080825-05

(Carried)

*Motion by Councilmember Hurt
Second by Councilmember Hicks*

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

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

WHEREAS, the City of Swartz Creek has identified a need to make repairs and improvements to Morrish Road from the I-69 viaduct to the North City Limit at Bristol Road and further, repairs have been allocated in the Genesee County Traffic Improvement Program and is scheduled for obligation and repair in 2009; and,

WHEREAS, on August 14, 2006, the City re-zoned ±120 acres of land along the east and west sides of Morrish Road, north of I-69 and south of West Bristol Road, into a Commercial Retail Planned Unit Development District; and

WHEREAS, a final site plan for the construction of a Meijer's retail outlet with Special Land Use Permits was approved on August 14, 2006 with a revised final site plan approved on August 11, 2008 for the construction of a ±160,000 square foot Meijer's retail outlet department store along the east side of Morrish Road north of I-69; and

WHEREAS, at site plan approval, and in a letter of commitment dated December 22, 2006, the Meijer Corporation confirmed their contribution of \$1,500,000 towards public improvements related to the re-construction of South Morrish Road between I-69 and West Bristol Road; and

WHEREAS, Meijer's Incorporated desires to open the retail outlet in early 2010 and in order to meet this deadline, construction of the road and the project would need to begin in early 2009; and

WHEREAS, the City's engineer has submitted a Design Proposal in the amount of \$73,052.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek appropriate an amount not to exceed \$73,052 to the City's Engineer, Rowe Incorporated, for the re-construction design of Morrish Road from I-69 to West Bristol Road, in accordance with the concept and approved site plan for Meijer's Incorporated of Grand Rapids Michigan.

Discussion Took Place.

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

NO: None. Motion Declared Carried.

WHEREAS, plan changes, multiple agency intervention and unforeseen problems resulting in re-designs have caused additional time that the City's Engineer has requested compensation.

NOW, THEREFORE, I Move that the City of Swartz Creek appropriate an additional amount not to exceed \$4,000 to the City's Engineer, Rowe Professional Services Incorporated, design engineering cost overruns, funds to be appropriated from Major Streets 202.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

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

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 12/07/2009

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

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

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

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

APPROVAL OF MINUTES

Resolution No. 091207-01

(Carried)

Motion by Mayor Pro-Tem Porath
Second by Councilmember Krueger

I Move the Swartz Creek City Council hereby approve the Minutes, as presented, for the Regular Council Meeting, held November 23, 2009, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 091207-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the Agenda, as presented, for the Regular Council Meeting of December 7, 2009 to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 091207-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of December 7, 2009, to be circulated and placed on file.

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

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

MEETING OPENED TO THE PUBLIC:

Mayor Abrams presented a Certificate of Appreciation to Brad Schopieray for his Eagle Scout project building a new Elms Park Pavilion Grill.

Tommy Butler, 40 Somerset, questioned the distance for parking near a fire hydrant. He was advised that there is a fifteen feet minimum whether on private or public property. Mr. Butler commended Mayor Pro-Tem Porath for the concerns that he has for the City.

COUNCIL BUSINESS:

Appropriation, Phase III Sewer Rehabilitation Program

Resolution No. 091207-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, the City is charged with preserving the health, safety, and welfare of its residents, and consummate to this, provides public utilities inclusive of a sanitary sewer system; and

WHEREAS, the city's sanitary sewer system is 50+ years of age and although still quite functional, is in need of maintenance and repair in order to extend and renew its longevity; and

WHEREAS, the staff, in consultation with its engineer's, have developed a plan to reline the existing sewer extending the life indefinitely, and further, have assigned a priority

based on age and maintenance records, being the sections within the Winchester Village Subdivision, a section of which has already been completed; and

WHEREAS, the City's Engineer and Staff developed specifications and let the project for bid, based on unit costs, the low bidder being Liqui-Force, of Romulus Michigan, bid being awarded by the City Council on March 8, 2008; and

WHEREAS, on October 13, 2008, the City appropriated an amount not to exceed \$220,000 for Phase II Sanitary Sewer Rehabilitation, Manhole #166-164 Oxford/Oakview, Manhole #172-163 Daval/Helmsley, Manhole #13-17 Greenleaf/Durwood, Manhole # 41-36 Durwood Drive; and

WHEREAS, Manhole #166-164 Oxford/Oakview was bumped from Phase II to Phase III due to unanticipated costs after televising within the lines; and

WHEREAS, the Staff and City Engineer has identified a section of sanitary sewer within the Winchester Village Subdivision to be done in this phase, Phase III, being Manhole #166-164 Oxford/Oakview (\$37,596), and Manhole #44-41 Seymour Road (\$32,433), total for this work is \$70,029.

NOW, THEREFORE, I Move the City of Swartz Creek approve Phase III of the City's Sanitary Sewer Rehabilitation Program and appropriate an amount not to exceed \$70,029 plus 15% contingency, from the Sewer Fund 590, to Liqui-Force, for the rehabilitation of Manhole #166-164 Oxford/Oakview, and Manhole #44-41 Seymour Road, in accordance with the bid specification and award adopted by the City on March 8, 2008, and further, direct the Staff and City Engineer to prepare all necessary paperwork as specified in the bid documents.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor and City Clerk to execute all necessary documents and contracts in accordance with the specifications as adopted by the City at the March 8 2008 Regular Council Meeting.

Discussion Took Place.

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

C.D.B.G. Three Year Funding Distributions

Resolution No. 091207-05

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hurt

I Move the City of Swartz Creek accept the three year Community Development Block Grant Distribution in the total amount of \$31,431, and authorize these funds to be allocated as follows: 15% to the Swartz Creek Senior Citizens Operations in the amount of \$4714.65, and the remaining 85% to the Miller and Elms street lighting project in the amount of \$26,716.35.

Discussion Ensued.

YES: Porath, Abrams, Binder, Hicks, Hurt, Krueger.
NO: Shumaker. Motion Declared Carried.

MML Annual Membership Renewal

Resolution No. 091207-06 **(Carried)**

Motion by Councilmember Hurt
Second by Councilmember Binder

I Move the City of Swartz Creek approve the continued participation in the Michigan Municipal League, and further, appropriate an amount not to exceed \$3,140 for payment thereof, funds to be allocated at the discretion of the Finance Director.

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

County Clerk Invoice, Hurley Millage

Resolution No. 091207-07 **(Tabled)**

Motion by Mayor Pro-Tem Porath
Second by Councilmember Hurt

I Move the City of Swartz Creek approve payment in an amount not to exceed \$884.65, to the Genesee County Treasurer's Office, Elections Division, payment for the City's pro-rata cost of Genesee County expenses for a Genesee County initiated special election for a Hurley Hospital Millage Levy, ballot request held on August 4, 2009.

Discussion Took Place.

Resolution No. 091207-08 **(Carried)**

Motion by Councilmember Hurt
Second by Councilmember Shumaker

I Move the City of Swartz Creek table the County Clerk Invoice, Hurley Millage.

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

2009-2010 G.A.I.N. Membership

Resolution No. 091207-09 **(Carried)**

Motion by Councilmember Krueger

Second by Councilmember Hurt

I Move the City of Swartz Creek authorize membership into the G.A.I.N. Unit, a county initiative to investigate auto theft and related crimes, membership to run October 1, 2009 through September 30, 2010, annual membership fees of \$500, and further, direct the Mayor and Staff to prepare and execute any required documents, and further, appoint Councilmember Hurt as the City's Representative to the G.A.I.N. Unit's Board of Director's.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

2009-2010 FY Five Month Statement

(Discussion Topic)

City Manager Bueche made a brief presentation regarding the 2009-2010 FY Five Month Statement.

Senior Center Construction Project

(Discussion Topic)

City Manager gave an update on the Senior Center Construction Project.

MEETING OPENED TO THE PUBLIC

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Hicks questioned a flyer for a Notice of Public Input Sessions. Mayor Abrams stated that he attended that meeting.

Councilmember Shumaker talked about the Flint Journal. Mr. Shumaker stated that he noticed that residents who don't subscribe to the paper are receiving the Sunday inserts free in their driveways in order to attempt to get them as customers. Mr. Shumaker stated that he is concerned that these papers are also being left at vacant houses.

Councilmember Krueger spoke about Councilmember Shumaker's possible appointment to the County Road Commission. Mr. Krueger stated that Joe Kudwell, owner of Agroscaping, has turned in his name for the Parks and Recreation appointment to the County. Mr. Krueger wanted to know what could be done with all of the street lights that are out along Miller Road. City Manager Bueche stated that he is working on the problem.

Councilmember Shumaker stated that he feels that a lot of these lights should not be repaired as the area is over-lit.

Mayor Pro-Tem Porath congratulated Councilmember Hicks for being president of the Parks & Recreation Advisory Board.

Mayor Abrams stated thanked the office staff for the Christmas decorations.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 9:02 p.m.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

**SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
NOVEMBER 2009**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	12	0	0	0
#05-346	0	0	0	96
#07-375	123	5	0	0
#05-275	150	5	3	5
#09-401	425	6	0	0
TOTAL	710	16	3	101

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 11/01/2009 to 11/30/2009

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	188.750	7.500	2,338.000	43.500
101 301 702.002	CLERICAL	111.000	0.000	1,598.000	2.000
PROTECTION					
101 301 702.003	UNIFORMED	459.000	42.250	6,290.750	236.000
101 301 702.004	NON-UNIFORMED	0.000	3.000	146.250	28.000
101 301 702.005	TRAFFIC ENFORCEMENT	227.250	14.000	3,115.500	95.500
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	109.500	7.500	1,877.250	86.500
101 301 702.007	COURT	1.000	2.000	92.250	26.000
TRAINING					
101 301 702.008	TRAINING	0.000	0.000	68.000	16.000
LEAVE TIME					
101 301 702.010	VACATION	54.000	0.000	771.500	0.000
101 301 702.011	HOLIDAY	120.000	0.000	644.000	0.000
101 301 702.012	PERSONAL LEAVE	41.000	0.000	329.500	0.000
101 301 702.013	FUNERAL LEAVE	24.000	0.000	67.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	16.750	0.750	166.500	1.500
101 302 702.002	CLERICAL	9.000	0.000	137.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	14.000	0.500	178.500	20.750
101 302 702.004	NON-UNIFORMED	1.000	0.000	1.000	0.000
TRACK COMPLAINTS					
101 302 702.006	INVESTIGATIONS	0.000	0.000	6.000	0.000
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	141.000	1.000	791.000	69.750
101 303 702.004	NON-UNIFORMED	0.000	0.000	2.500	0.000

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL COMPLAINTS					
101 303 702.006	INVESTIGATIONS	0.000	0.000	434.000	15.500
SCHOOL TRAINING					
101 303 702.008	TRAINING	0.000	0.000	16.000	4.000
LEAVE TIME					
101 303 702.010	VACATION	11.000	0.000	19.000	0.000
ADMINISTRATION					
101 303 702.013	FUNERAL LEAVE	0.000	0.000	24.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	4.250	0.000	50.000	6.250
COMPLAINTS					
101 304 702.006	INVESTIGATION	0.000	0.000	0.250	0.000
TRAINING					
101 304 702.008	TRAINING	19.000	0.000	214.000	0.000
OTHER					
101 304 702.009	SPECIAL EVENTS	0.000	0.000	7.000	0.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	80.000	0.000	1,762.000	51.500
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	2.000	0.000	183.000
265 333 702.007	COURT	0.000	2.000	0.000	41.000
NON-PRODUCTIVE					
265 333 702.010	VACATION	88.000	0.000	96.000	0.000
265 333 702.011	HOLIDAY	16.000	0.000	80.000	0.000
	TOTAL ALL HOURS	1,735.500	82.500	21,322.750	926.750

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 11/30/2009

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	6	52
101 301 003.000	VERBAL WARNINGS	118	1511
101 301 004.000	WRITTEN WARNINGS	25	184
101 301 005.000	FELONY ARRESTS	2	43
101 301 006.000	MISDEMEANOR ARRESTS	15	233
101 301 007.000	CALLS RECEIVED	209	3037
101 301 008.000	TRAFF INJ ACCIDENTS	1	25
101 301 009.000	PROP DAMAG ACCIDENTS	10	101
101 301 010.000	SERVICE REQUESTS	4	74
101 301 011.000	MEETINGS	0	0
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	794	9117
101 301 014.000	DESK ASSIGNMENTS	129	1884
101 301 015.000	BUSINESS CHECKS	1743	13377
101 301 016.000	VACATION CHECKS	401	5949
101 301 017.000	SUSP PERS CHECKED	33	521
TOTAL FUNCTIONS		3490	36108
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	1
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	0
101 302 006.000	MISDEMEANOR ARRESTS	0	1
101 302 007.000	CALLS RECEIVED	12	113
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	7
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	32
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	1	4
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		13	158
101 303 002.000	PARKING VIOLATIONS	0	1
101 303 003.000	VERBAL WARNINGS	0	2
101 303 004.000	WRITTEN WARNINGS	1	1
101 303 005.000	FELONY ARRESTS	0	4
101 303 006.000	MISDEMEANOR ARRESTS	4	26
101 303 007.000	CALLS RECEIVED	12	35
101 303 010.000	SERVICE REQUESTS	0	2
101 303 011.000	MEETINGS	18	144
101 303 012.000	CONFERENCES	0	1

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	138	1227
101 303 014.000	DESK ASSIGNMENTS	0	3
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
TOTAL FUNCTIONS		173	1446
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	1
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	2	14
101 304 006.000	MISDEMEANOR ARRESTS	0	12
101 304 007.000	CALLS RECEIVED	5	41
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	4	34
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	1
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	1	6
101 304 019.000	VEHICLE SEARCHES	8	45
101 304 020.000	NARCOTIC SEARCHES	3	14
101 304 021.000	CURRENCY SEIZED	0	2
101 304 022.000	FORFEITURES	0	1
101 304 023.000	POSITIVE TRACKS	0	15
101 304 024.000	NEGATIVE TRACKS	0	7
101 304 025.000	AGENCY ASSISTS	1	22
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		24	216
TOTAL ALL FUNCTIONS		3700	37928

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	11/01/2009	11/30/2009			

Number	Name	Date	Location	Description	Officer	Fine
T-1055184		11/01/09	I-69 WB AT MILLER	NOISY MUFFLER AND/OR EXCESS		
T-1055185		11/01/09	MILLER NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1144140		11/01/09	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1144141		11/02/09	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESS		
T-1144472		11/02/09	MILLER NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		
T-1144473		11/02/09	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1144474		11/02/09	ELMS NEAR BRISTOL	NO PROOF INSURANCE/POSSESS		
T-1144475		11/02/09	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1144142		11/02/09	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1144144		11/03/09	MILLER NEAR SCHOOL	EXCEEDED POSTED SPEED LIMIT		
T-1144145-A		11/03/09	MORRISH NEAR MARY ST	SUSP/REVOKED/NEVER APPL.		
T-1144145-B		11/03/09	MORRISH NEAR MARY ST	HEADLIGHTS		
T-1144145-C		11/03/09	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1144501-A		11/03/09	I-69 WB AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144501-B		11/03/09	I-69 EXIT MILLER ROAD	IMPROPER LANE USE, TRUCK OR		
T-1144502		11/03/09	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1144504		11/03/09	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1144146-A		11/05/09	MILLER NEAR ELMS	EXPIRED PLATE		
T-1144146-B		11/05/09	MILLER NEAR ELMS	FAIL TO CHANGE ADDRESS		
T-1144505-A		11/06/09	I-69 NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1144505-B		11/06/09	I-69 NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1144503		11/06/09	ELMS NEAR MILLER	HEADLIGHTS		
T-1144506-A		11/07/09	ELMS NEAR MILLER	OWI		
T-1074793		11/07/09	ELMS NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1074794		11/07/09	MILLER NEAR ELMS	SEAT BELT DRIVER/PASSENGER		
T-1144147-A		11/08/09	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1144147-B		11/08/09	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESS		
T-1144148		11/08/09	MILLER NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		
T-1144149		11/08/09	I-69 RAMP W/B AT MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144150-A		11/08/09	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144150-B		11/08/09	I-69 NEAR MORRISH	FAIL TO SIGN REGISTRATION/NO		
T-1144150-C		11/08/09	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1074667		11/09/09	BRISTOL NEAR MILLER	NO PROOF INSURANCE/POSSESS		
T-1144120		11/10/09	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144526		11/11/09	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1055186		11/12/09	MILLER NEAR MORRISH	SEAT BELT DRIVER/PASSENGER		
T-1055187		11/13/09	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144177		11/13/09	MILLER AT MORRISH	FOLLOWING TOO CLOSELY		
T-1144507		11/13/09	I-69 WB AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144121		11/14/09	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144508		11/14/09	I-69 WB AT MILLER	NO PROOF INSURANCE/POSSESS		
T-1144509		11/14/09	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144511		11/15/09	I-69 WB AT MILLER	NO PROOF INSURANCE/POSSESS		
T-1144122		11/15/09	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1144123		11/15/09	SEYMOUR NEAR DURWOOD	EXCEEDED POSTED SPEED LIMIT		
T-1144527		11/15/09	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		

Tickets so far: 46

Charges so far: 46

Fines Subtotal:

0.00

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	11/01/2009	11/30/2009			

Number	Name	Date	Location	Description	Officer	Fine
T-1144510		11/15/09	I-69 WB AT MILLER	NO PROOF INSURANCE/POSSESE		
T-1144512		11/15/09	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144124		11/16/09	MILLER NEAR MORRISH	NO TAIL/BRAKE LIGHTS		
T-1144125		11/16/09	MILLER NEAR MORRISH	NO TAIL/BRAKE LIGHTS		
T-1144551		11/16/09	SEYMOUR NEAR HILL	EXCEEDED POSTED SPEED LIMIT		
T-1144513-A		11/16/09	I-69 RAMP #002B NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1144513-B		11/16/09	I-69 RAMP #002B NEAR MILLER	HEADLIGHTS		
T-1144552		11/17/09	SEYMOUR NEAR CHESTERFIELD	EXCEEDED POSTED SPEED LIMIT		
T-1074747		11/19/09	CIVIC NEAR FORTINO	NO PROOF INSURANCE/POSSESE		
T-1144514		11/20/09	SEYMOUR NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144515		11/20/09	I-69 WB AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144517		11/21/09	I-69 EXIT AT MILLER ROAD	OWI		
T-1144494		11/21/09	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1074795		11/21/09	ELMS NEAR MILLER	FAIL TO SIGN REGISTRATION/NO		
T-1144553		11/22/09	MORRISH NEAR MASON	EXCEEDED POSTED SPEED LIMIT		
T-1144525		11/22/09	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144554		11/23/09	MORRISH AT MILLER	DISREGARDED TRAFFIC SIGNAL/A		
T-1144555		11/23/09	MILLER NEAR HOLLAND	SUSP/REVOKED/NEVER APPL.		
T-1144529		11/23/09	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1144556		11/24/09	SEYMOUR NEAR CHESTERFIELD	EXCEEDED POSTED SPEED LIMIT		
T-1144530-A		11/25/09	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1144530-B		11/25/09	MILLER NEAR ELMS	EXPIRED PLATE		
T-1144530-C		11/25/09	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1144516		11/27/09	I-69 WB AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144518		11/27/09	I-69 WB AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144557		11/28/09	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1144495		11/28/09	MILLER NEAR MAYA	SUSP/REVOKED/NEVER APPL.		
T-1144496-A		11/28/09	I-69 AT MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1144496-B		11/28/09	I-69 AT MORRISH	FAIR TO STOP FOR STOP SIGN		
T-1144531-A		11/29/09	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144531-B		11/29/09	I-69 WB NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144559		11/30/09	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144560		11/30/09	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1144576		11/30/09	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
Tickets Total: 80		Charges Total: 80		Fines Total:	0.00	

Uniform Crime Report

Report Criteria:

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

Class	Description	NOV 08	NOV 09	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	0	0	1
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	1
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	0	0	1
1200-0	ROBBERY	0	0	0
1300-1	NONAGGRAVATED ASSAULT	3	1	50
1300-2	AGGRAVATED/FELONIOUS ASSAULT	3	0	3
1300-3	INTIMIDATION/STALKING	3	0	17
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	2	0	19
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	2
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	1	0	1
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	0
2300-3	LARCENY - THEFT FROM BUILDING	3	1	26
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	2
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	2	1	42
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	3
2300-7	LARCENY - OTHER	1	1	31
2400-1	MOTOR VEHICLE THEFT	0	1	5
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	0	2
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	2	8
2600-2	FRAUD - CREDIT CARD/ATM	2	0	7
2600-3	FRAUD - IMPERSONATION	2	1	6
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	1
2600-6	FRAUD - BAD CHECKS	0	3	18
2700-0	EMBEZZLEMENT	0	0	1
2800-0	STOLEN PROPERTY	0	0	2

Uniform Crime Report

Report Criteria:

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

Class	Description	NOV 08	NOV 09	YR TO DATE
2900-0	DAMAGE TO PROPERTY	2	0	44
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	0	1
3000-2	RETAIL FRAUD - THEFT	0	0	4
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	3	0	20
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	1	0	1
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	1	1
3700-0	OBSCENITY	0	0	2
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	1
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	3	1	5
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	3	0	3
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	4	1	17
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	2
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	1
5200-3	WEAPONS OFFENSE - OTHER	0	0	2
5300-1	DISORDERLY CONDUCT	1	0	2
5300-2	PUBLIC PEACE - OTHER	0	0	6
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	1	0	18
5400-2	OUIL OR OUID	14	2	32
5400-3	DRIVING LAW VIOLATIONS	16	6	72
5500-0	HEALTH AND SAFETY	2	3	17
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	1

Uniform Crime Report

Report Criteria:

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

Class	Description	NOV 08	NOV 09	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	1
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	1
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	9	7	85
9300-2	NON-TRAFFIC PDA	3	8	53
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	2	0	5
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	7	4	59
9800-5	ALARMS	0	0	0
9800-6	CIVIL	2	2	14
9800-7	SUSPICIOUS SITUATION	3	1	26
9800-8	LOST AND FOUND PROPERTY	2	2	29
9800-9	OVERDOSE	1	1	9
9900-1	SUICIDE	0	0	3
9900-2	DOA - NATURAL	0	0	3
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	3	1	5
9900-9	GENERAL - NON CRIMINAL	4	2	52

Uniform Crime Report

Report Criteria:

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

Class	Description	NOV 08	NOV 09	YR TO DATE
Totals:		109	53	848



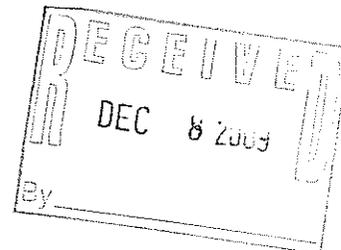
STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

December 3, 2009

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



Dear Ms. Aguilar:

RE: MDOT Contract No.: 09-5742
Control Section: STU 25402
Job Number: 103544

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

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

 Secure the necessary signatures on all contracts.

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

 Return all copies of the contracts to my attention of the Department's Design Division, Local Agency Programs, 2nd floor for MDOT execution.

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

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

Sincerely,
Jackie Burch
Jackie Burch
Contract Processing Specialist
Design Division – Local Agency Programs

Enclosure

STP

DAB

Control Section	STU 25402
Job Number	103544
Project	STP 1025(007)
Federal Item No.	HH 6246
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	09-5742

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SWARTZ CREEK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Swartz Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 1, 2009, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt resurfacing work along Morrish Road from Highway I-69 to Bristol Road; including concrete pavement repairs, concrete curb and gutter, earthwork, and drainage structure work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Culvert pipe and storm sewer pipe with material specified work along Morrish Road from Highway I-69 to Bristol Road; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM
FLEXIBLE SECTION 5307 FUNDS

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

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

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

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

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

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

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

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

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

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

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

5. The PROJECT COST shall be met in accordance with the following:

PART A

The combined Federal Surface Transportation Funds and Federal Flexible Section 5307 Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$368,480, 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 maximum amount of Federal Surface Transportation Funds and Federal Flexible Section 5307 Funds for the PART A portion of the PROJECT are estimated to be \$103,480 and \$265,000, respectively. 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

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SWARTZ CREEK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



December 1, 2009

EXHIBIT I

CONTROL SECTION STU 25402
JOB NUMBER 103544
PROJECT STP 1025(007)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,415,500	\$76,300	\$1,491,800

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,415,500	\$76,300	\$1,491,800
Less Federal Surface Transportation Funds*	\$ 103,480	\$ 0	\$ 103,480
Less Federal Flexible Section 5307 Funds*	<u>\$ 265,000</u>	<u>\$ 0</u>	<u>\$ 265,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$1,047,020	\$76,300	\$1,123,320

*Federal Funds for the PART A portion of 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

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

March, 1998

APPENDIX B

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

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

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

MDOT REGIONS AND TRANSPORTATION SERVICE CENTERS

BAY REGION

The Bay Region includes 13 counties in the Saginaw Bay area. They are: Arenac, Bay, Clare, Genesee, Gladwin, Gratiot, Huron, Isabella, Lapeer, Midland, Saginaw, Sanilac, and Tuscola. Major state trunklines include: I-75, I-69, US-127, US-23, and US-10. The Bay Region's top priority is to serve the Flint, Saginaw, Bay City, and Midland industrial centers with national and statewide corridors for the movement of people and goods to enhance international trade, as well as interstate and intrastate tourism. Other important priorities to the Bay Region include providing a seamless transportation system to the region's agricultural industry. By doing so, the region's status is preserved as a leading producer of sugar beets and worldwide exporter of beans.

Five-Year Road and Bridge Program

The road and bridge preservation projects identified in this 2010 to 2014 Five-Year Transportation Program for the Bay Region total approximately \$407 million. Investment is allocated in the following manner:

BAY REGION	TOTAL 2010-2014
ROAD PRESERVATION	\$247 MILLION
BRIDGE PRESERVATION	\$78 MILLION
ROAD AND BRIDGE CPM	\$82 MILLION
TOTAL 2010-2014	\$407 MILLION

(Amounts are rounded to the nearest million dollars)

Capital Preventive Maintenance (CPM) projects are planned for a significant number of pavements and structures that do not require extensive repairs during this Five-Year Transportation Program period. CPM projects are short-term fixes, adding from five to 10 years of life to a pavement or maintaining the existing structure condition.

BAY REGION	Route Miles OF Road	Number of Bridges and Culverts
TOTAL IN REGION	1,509	1,028
SCHEDULED WORK	100	59
PERCENTAGE OF REGION	7%	6%



The 2010-2014 program for road preservation work includes approximately 100 miles (seven percent) of the Bay Region's 1,509 route miles of state trunkline. The 2010-2014 program for bridge preservation work will address 59 (six percent) of the Region's 1,028 bridges and culverts.

There are also a number of programs that are selected based on statewide priorities or where project identification is completed throughout the year. These investments are not reflected above, but are included in the statewide investment strategy. Below is a brief description of major preservation projects that are currently planned for the 2010-2014 program.

2010

I-75 Freeway: Squaconning Creek to Hotchkiss Road - Bay County, will be reconstructed with median widening and the structures at Squaconning Creek will be replaced. This project is being funded with ARRA funds.

I-475 Freeway: South Junction of I-75 Freeway to I-69 Freeway – Genesee County, will be reconstructed and receive concrete repairs north of Bristol Road along with bridge work on Hill, Maple and Bristol Road. This project is being funded with ARRA funds.

I-75 Freeway from the north of Crane Road to south of Squaconning Creek - Saginaw & Bay Counties, 2.7 miles of freeway is scheduled for reconstruction during 2010.

I-675 Freeway: I-75 south junction to the I-75 north junction through the City of Saginaw and in Saginaw County, work will include concrete pavement repairs to the mainline and interchange ramps, paving, multiple bridge rehabilitation, deck replacement on the Henry Marsh Bridge over the Saginaw River, and freeway lighting and sign replacement. The southbound lanes were completed in 2009 and northbound lanes and structures will be worked on during the 2010 construction season.

Veteran's Memorial Parkway over I-675 in the City of Saginaw, the deck of this structure over I-675 will be replaced in 2010.

US-10 Freeway: from M-18 to the Sanford Lake Bridge (7.0 miles), Midland County, will have major rehabilitation work in 2010.

2011

I-75 Freeway: 13 Bridges in Genesee County, will include work ranging from deck patching to overlays. This work will be done in 2011.

I-475 Freeway: 19 Bridges in Genesee County, work in 2011 will include pin and hanger replacement, overlays and deck replacements.

2012/13

I-75 Freeway: Janes Road north to the north junction of I-675 – Saginaw County, is scheduled for 4.5 miles of pavement reconstruction and pavement repairs in conjunction with scheduled repairs on the Zilwaukee Bridge. This project is scheduled to begin in 2012 with work on the southbound lanes and completion with the northbound lanes by the end of the 2013 construction season.

CAPACITY IMPROVEMENTS AND NEW ROADS

M-84 from South of Delta Road to Euclid Avenue in Bay County: Construction of this project will complete the 7.5 mile widening of M-84 from Bueker Drive in Saginaw County, to Euclid Avenue (M-13) in Bay County. The section from south of Delta Road to Euclid Avenue was funded by the American Recovery and Reinvestment Act. Construction of this project will begin in 2010. Two structure replacement projects included in the plans, the bridge at Squaconning Creek and the culvert at Dutch Creek, will be funded with the remaining balance of a TEA-21 earmark.

US-127, St. Johns to Ithaca, Clinton and Gratiot Counties: Federal Highway Administration (FHWA) approved the re-evaluation of the Environmental Impact Statement for this project in September 2009. A SAFETEA-LU earmark will allow partial right-of-way acquisition. Funding to complete right-of-way acquisition and construction of this project has not been identified.

I-675 @ Warren Avenue in the City of Saginaw: The construction of this project will include the addition of a new northbound off-ramp from I-675 to Warren Avenue and a new southbound on-ramp from Warren Avenue to I-675, the removal of two existing ramps, northbound "on" and southbound "off" at 5th Avenue, and the widening of four existing bridges carrying northbound and southbound I-675 over 5th and 6th Avenues. The environmental clearance for this project was received in December 2008. The design is anticipated to begin in late 2009. Construction will begin in 2011.

2010-2014 ROAD & BRIDGE PROGRAM

Repair and Rebuild - Roads and Bridges

BAY Bridge - Big Bridge Program

COUNTY	ROUTE (COMMON NAME)	DIR.	LOCATION	TYPE OF WORK	LENGTH	2010	2011	2012	2013	2014
SAGINAW	I-75		I-75 NB OVER SAGINAW RIVER, M-13, GTW RAILROAD	MISCELLANEOUS BRIDGE CPM	0.001			CON		
SAGINAW	I-75		I-75 SB OVER SAGINAW RIVER, M-13, GTW RAILROAD	MISCELLANEOUS BRIDGE CPM	0.001			CON		
SAGINAW	I-75		I-75 SB RAMP OVER LAND FOR RAISED RAMP	MISCELLANEOUS BRIDGE CPM	0.001			CON		
					0.001					

BAY Bridge - Replacement and Rehabilitation

COUNTY	ROUTE (COMMON NAME)	DIR.	LOCATION	TYPE OF WORK	LENGTH	2010	2011	2012	2013	2014
ARENAC	I-75		STERLING ROAD OVER I-75	OVERLAY - DEEP	0.410			CON		
ARENAC	I-75		US-23 RAMP F OVER I-75	OVERLAY - DEEP	0.310			CON		
BAY	I-75	FES	I-75 NB OVER SQUACONNING CREEK	DECK REPLACEMENT	0.001	CON				
BAY	I-75	FES	I-75 SB OVER SQUACONNING CREEK	DECK REPLACEMENT	0.001	CON				
BAY	I-75		LINWOOD ROAD OVER I-75	OVERLAY - DEEP	0.344	CON				
BAY	I-75		CODY ESTEY ROAD OVER I-75	OVERLAY - DEEP	0.664	CON				
BAY	I-75		I-75 OVER GOETZ DRAIN	CULVERT REPLACEMENT	0.792	CON				
BAY	M-13 (S River Rd)		M-13 OVER CHEBOYGANING CREEK	BRIDGE REPLACEMENT	0.000		CON			
BAY	M-13		M-13 OVER JOHNSONS CREEK	BRIDGE REPLACEMENT	0.000			CON		
BAY	M-84		M-84 OVER SQUACONNING CREEK	BRIDGE REPLACEMENT	0.509	CON				
BAY	M-84	FES	M-84 OVER DUTCH CREEK	CULVERT REPLACEMENT	0.509	CON				
CLARE	US-27		US-127 NB OVER US-127 BUSINESS ROUTE	OVERLAY - DEEP	0.470			CON		
CLARE	US-27		US-127 SB OVER US-127 BUSINESS ROUTE	OVERLAY - DEEP	0.470			CON		
GENESEE	I-475		I-475 SB OVER CLIO ROAD	OVERLAY - DEEP	1.258	CON				
GENESEE	I-475		I-475 RAMP TO I-75 OVER I-475 RAMP B AND I-75	OVERLAY - DEEP	1.258	CON				
GENESEE	I-475		JENNINGS ROAD OVER I-475	OVERLAY - DEEP	1.258	CON				
GENESEE	I-475		LEFT TURN LN (S OF HEMPHILL) OVER I-475, IN FLINT	OVERLAY - DEEP	1.258	CON				
GENESEE	I-475		I-475 NB OVER CLIO ROAD	OVERLAY - DEEP	1.258	CON				
GENESEE	I-475		I-475 RAMP B OVER I-475, IN FLINT	OVERLAY - DEEP	1.258	CON				
GENESEE	I-475		14TH STREET OVER I-475, IN FLINT	OVERLAY - DEEP	0.040	CON				
GENESEE	I-475		I-475 OVER SAGINAW STREET	OVERLAY - SHALLOW	0.488	CON				
GENESEE	I-475		I-475 RAMP TO I-75 OVER I-475 RAMP B AND I-75	OVERLAY - DEEP	0.488	CON				
GENESEE	I-475		LEFT TURN LN (N OF HEMPHILL) OVER I-475, IN FLINT	OVERLAY - DEEP	0.488	CON				
GENESEE	I-475		SECOND STREET OVER I-475 IN FLINT	SUBSTRUCTURE REPLACEMENT	0.075	CON				
GENESEE	I-69		I-69 OVER M-54 (DORT HIGHWAY)	SUBSTRUCTURE REPAIR	0.048				CON	
GENESEE	I-75		I-75 OVER SWARTZ CREEK	OVERLAY - DEEP	3.439	CON				
GENESEE	I-75		MILLER ROAD OVER I-75	OVERLAY - DEEP	3.439	CON				
GENESEE	I-75		I-75 US-23 OVER FLINT RIVER	OVERLAY - DEEP	3.439	CON				
GENESEE	I-75		ARLENE DRIVE OVER I-75	OVERLAY - DEEP	3.439	CON				

2010-2014 ROAD & BRIDGE PROGRAM

Repair and Rebuild - Roads and Bridges

BAY Bridge - Replacement and Rehabilitation (continued)

COUNTY	ROUTE (COMMON NAME)	DIR.	LOCATION	TYPE OF WORK	LENGTH	2009	2010	2011	2012	2013
GENESEE	I-75		BEECHER ROAD OVER I-75	OVERLAY - DEEP	3.439	CON				
GENESEE	I-75		I-75 SB OVER FLUSHING ROAD	OVERLAY - SHALLOW	3.439	CON				
GENESEE	I-75		I-75 NB OVER FLUSHING ROAD	OVERLAY - SHALLOW	2.501	CON				
GENESEE	I-75		PASADENA AVENUE OVER I-75	SUPERSTRUCTURE REPAIR	2.501	CON				
GENESEE	M-21 (Corunna Road)		M-21 OVER MISTEQUAY CREEK	BRIDGE REPLACEMENT	0.000		CON			
GRATIOT	M-57		M-57 OVER BEAR CREEK	BRIDGE REPLACEMENT	0.813		CON			
HURON	M-142		M-142 OVER NETTLE RUN	CULVERT REPLACEMENT	0.000			CON		
HURON	M-142		M-142 OVER PIGEON RIVER	BRIDGE REPLACEMENT	0.000			CON		
HURON	M-25		M-25 OVER WHITE RIVER	SUPERSTRUCTURE REPLACEMENT	1.014		CON			
HURON	M-46		M-25 OVER HARBOR BEACH CREEK	BRIDGE REPLACEMENT	0.000			CON		
LAPEER	M-24 (South Lapeer Road)		M-24 OVER FARMERS CREEK	CULVERT REPLACEMENT	0.000			CON		
LAPEER	M-24		M-24 OVER CR RAILROAD (ABANDONED)	BRIDGE REPLACEMENT	0.602			CON		
LAPEER	M-24		M-24 OVER PLUM CREEK	BRIDGE REPLACEMENT	1.044			CON		
MIDLAND	US-10		WEST RIVER ROAD OVER US-10	DECK REPLACEMENT	0.260				CON	
SAGINAW	I-675		VETERANS MEMORIAL HIGHWAY OVER I-675 NB	DECK REPLACEMENT	0.188	CON				
SAGINAW	I-675		VETERANS MEMORIAL HIGHWAY OVER I-675 SB	DECK REPLACEMENT	0.188	CON				
SAGINAW	I-75		JANES ROAD OVER I-75	DECK REPLACEMENT	0.397			CON		
SAGINAW	I-75		WADSWORTH ROAD OVER I-75	DECK REPLACEMENT	0.397			CON		
SAGINAW	M-13		M-13 OVER NO NAME DRAIN	BRIDGE REPLACEMENT	0.289		CON			
TUSCOLA	M-15		M-15 OVER CASS RIVER	BRIDGE REPLACEMENT	0.098				CON	
TUSCOLA	M-25		M-25 OVER QUANICASSEE RIVER	BRIDGE REPLACEMENT	0.755				CON	
TUSCOLA	M-46		M-46 OVER SUCKER CREEK	BRIDGE REPLACEMENT	0.000			CON		
					16.809					

2010-2014 ROAD & BRIDGE PROGRAM

Repair and Rebuild - Roads and Bridges

BAY Repair and Rebuild Roads

COUNTY	ROUTE (COMMON NAME)	DIR.	LOCATION	TYPE OF WORK	LENGTH	2010	2011	2012	2013	2014
BAY	I-75		CRANE ROAD TO SOUTH OF SQUACONNING CREEK	RECONSTRUCTION	2.745	CON				
BAY	I-75	FES	SQUACONNING CREEK TO HOTCHKISS ROAD	RECONSTRUCTION	1.250	CON				
BAY	I-75	FES	M-84 OVER I-75 NB	REPLACE BRIDGE, ADD LANES	1.250	CON				
BAY	I-75	FES	M-84 OVER I-75 SB	REPLACE BRIDGE, ADD LANES	1.250	CON				
BAY	I-75		LINWOOD RD TO PINCONNING RD	RESTORATION AND REHABILITATION	9.954		CON			
BAY	M-13/M-84 (Salzburg Avenue)		EUCLID TO LAFAYETTE BASCULE BRIDGE, BAY CITY	RECONSTRUCTION	0.770				CON	
BAY	N M 47/W US 10 RAMP		US-10 & M-47	RECONSTRUCTION	0.116				CON	
CLARE	M-115 (Ludington Drive)		SUPERIOR STREET TO CUNNINGHAM AVENUE	RESURFACE	4.349	CON				
CLARE	US-127 BR/M-61 (Clare Avenue)		COUNTY FARM ROAD SOUTHEASTERLY TO M-61 EAST	RESURFACE	2.720		CON			
GENESEE	I-475	FES	I-75 S JUNCTION TO I-69	RECONSTRUCTION	6.601	CON				
GENESEE	I-475	FES	HILL RD OVER I-475	OVERLAY - DEEP	6.601	CON				
GENESEE	I-475	FES	I-475 SB OVER MAPLE RD	SUPERSTRUCTURE REPAIR	6.601	CON				
GENESEE	I-475	FES	BRISTOL RD(OLDM121 OVER I-475	OVERLAY - DEEP	6.601	CON				
GENESEE	I-475	FES	I-475 NB OVER MAPLE RD	SUPERSTRUCTURE REPAIR	6.601	CON				
GENESEE	I-69 EB		AT SWARTZ CREEK REST AREA #628	ROADSIDE FACILITIES - IMPROVE	1.042	CON				
GENESEE	M-57 (Vienna Road)		BRENT RUN CREEK TO LINDEN ROAD	RESURFACE	4.137			CON		
HURON	M-53 (West Huron Avenue)		OUTER DRIVE TO M-142, BAD AXE	RECONSTRUCTION	0.779				CON	
ISABELLA	US-10 BR (Pere Marquette Road)		SUNSET AVENUE EASTERLY TO US-10 RAMPS.	RESURFACE	1.995					CON
LAPEER	M-24		I-69 TO NEPESSING STREET, LAPEER	RECONSTRUCTION	2.311				CON	
MIDLAND	US-10		M-18 TO THE SANFORD LAKE BRIDGE	RESTORATION AND REHABILITATION	6.950	CON				
MIDLAND	US-10		MIDLAND/ISABELLA COUNTY LINE EASTERLY TO M-18	RESTORATION AND REHABILITATION	6.840				CON	
SAGINAW	I-75		JANES TO I-675 NORTH JUNCTION	RECONSTRUCTION	4.515			CON		
SAGINAW	I-75		DIXIE HIGHWAY TO HESS	MAJOR WIDENING	3.770					CON
TUSCOLA	M-25		BAY/TUSCOLA COUNTY LINE TO DICKERSON ROAD	RESURFACE	5.434				CON	
TUSCOLA	M-25		DICKERSON ROAD TO RINGLE ROAD	RESURFACE	4.587					CON
					70.865					

2010-2014 ROAD & BRIDGE PROGRAM

Capacity Improvement

BAY I-675 Access Improvements at Warren Avenue, Saginaw

COUNTY	ROUTE (COMMON NAME)	DIR.	LOCATION	TYPE OF WORK	LENGTH	2010	2011	2012	2013	2014
SAGINAW	I-675		AT WARREN AVENUE	NEW INTERCHANGE-EXISTING ROUTE	0.550		CON			
SAGINAW	I-675		AT WARREN AVENUE	NEW INTERCHANGE-EXISTING ROUTE		ROW	ROW	ROW	ROW	ROW
SAGINAW	I-675		AT WARREN AVENUE	NEW INTERCHANGE-EXISTING ROUTE		PE	PE			
SAGINAW	I-675 (I-675)		AT WARREN AVENUE	INTERCHANGE RECONSTRUCT	0.240		CON	CON		
SAGINAW	I-675 (I-675)		AT WARREN AVENUE	INTERCHANGE RECONSTRUCT		PE	PE			
SAGINAW	I-675 (I-675)		AT WARREN AVENUE	INTERCHANGE RECONSTRUCT		SUB	SUB			

BAY M-84, from South of Kochville Road to M-13 (Euclid Avenue), Bay County

COUNTY	ROUTE (COMMON NAME)	DIR.	LOCATION	TYPE OF WORK	LENGTH	2010	2011	2012	2013	2014
BAY	M-84	FES	FROM SOUTH OF DELTA ROAD TO EUCLID AVENUE	RECONSTRUCT AND ADD LANE(S) OVER 0.5 M	3.430	CON	CON	CON	CON	CON

BAY US-127, I-69 to Ithaca

COUNTY	ROUTE (COMMON NAME)	DIR.	LOCATION	TYPE OF WORK	LENGTH	2010	2011	2012	2013	2014
GRATIOT	US-127		GRATIOT COUNTY LINE NORTHERLY TO BAGLEY ROAD	NEW ROUTES		ROW	ROW	ROW	ROW	ROW
					4.220					

**AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN
The County of Genesee
AND
The City of Swartz Creek**

THIS AGREEMENT amendment, made as of the 9th day of December, 2009 between the County of Genesee, acting by and through the:

Genesee County Community Development Program
1101 Beach Street, Room 223, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee", and

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

Hereinafter referred to as the "Subrecipient", 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 (CDBG) funds;

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2009 Senior Center Operations Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

CITY OF SWARTZ CREEK - SENIOR CENTER OPERATIONS

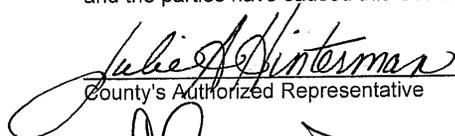
The City proposes to help fund the operations of the Senior Center located at 8095 Civic Drive including:

1. Salary and fringe benefits of the senior center staff
2. Purchase of supplies and equipment
3. Education, health and other activities for senior citizens

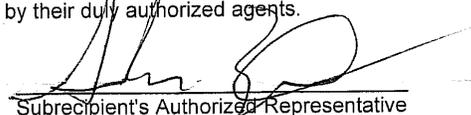
These activities will be funded with **\$10,064.60** of 2009 Genesee County CDBG funds. The total is made up of CDBG allocations from the following local units of government: City of Swartz Creek (\$1,869), Clayton Township (\$1,507), **Gaines Township (\$2,414.60)**, Mundy Township (\$4,174), and the Village of Gaines (\$100).

CERTIFICATION

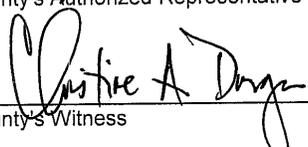
In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Contract to be executed by their duly authorized agents.



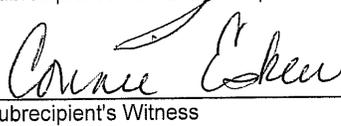
County's Authorized Representative



Subrecipient's Authorized Representative



County's Witness



Subrecipient's Witness

12/9/09

Date

12/10/09

Date



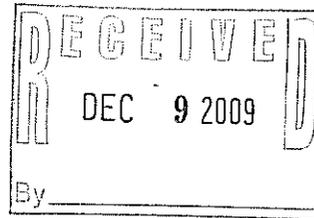
michigan municipal league
Better Communities. Better Michigan.

Better Communities.
Better Michigan.

► 208 N. Capitol Ave.,
1st Floor
Lansing, MI 48933

TEL 517.485.1314
FAX 517.372.7476

December 3, 2009



Dear Municipal Official:

It's that time of year again! Time to sign up for the League's Legislative Governance Committee and/or one of the Legislative Issue Committees!

The League's Legislative Governance Committee is the "big picture" body that creates the League's Legislative Agenda each two year legislative session cycle. This committee will debate and decide on broad legislative considerations for the MML. It will also work on proactive policy ideas. The Legislative Governance Committee meets two times a year: at the League's Capital Conference and Annual Convention. Appointments to the Legislative Governance Committee are for two year, renewable terms. Each year, half of the terms are up for renewal.

The League's Legislative Issue Committees serve a critical role in staff's ability to effectively advocate on behalf of our member communities. They allow League staff to call on the expertise of our members to get answers, opinions and concerns to Legislators and their staff in a rapid manner. Each issue committee will have three to four set meeting dates each calendar year, of which, at least one will be a face to face meeting. The other set meetings will use the teleconference and web based technology currently being used by our issue committees. Along with these meeting dates, the committee members will have the ability to rapidly respond to League staff inquiries on bills via a ListServ for each committee. Appointments to the issue committees are for one year, renewable terms.

Enclosed you will find an application form for the Legislative Governance Committee and the League Issue Committees. The League President has the privilege of making these appointments. Please complete the form and return it to the address shown on the application no later than January 8, 2010.

Thank you for your commitment to local government and to the Michigan Municipal League. I look forward to the opportunity of working with you this upcoming year.

Sincerely,

Jeff Jenks
President, Michigan Municipal League
Mayor Pro Tem, Huntington Woods



michigan municipal league

Better Communities.
Better Michigan.

1675 Green Road
PO Box 1487
Ann Arbor, MI 48106-1487

TEL 734.662.3246 800.653.2483
FAX 734.662.8083
WEB www.mml.org

Application for Membership to MML Legislative Committees

_____ I would like to be a member of the Legislative Governance Committee. I understand that this committee meets twice each year (as part of the Annual Convention and at the Legislative Conference) and I will do my best to attend and contribute in order to improve our local communities.

(The Legislative Governance Committee members are appointed by the MML President for a two-year term, with re-appointment possible)

_____ I would like to be a member of one of the Legislative Issue Committees. I understand that these committees are vital to the rapid response needed for legislation considered in the Legislature and Congress, and will do my best to contribute my expertise and opinions as needed. I have access to the internet, which will enable me to participate in some virtual meetings.

(Legislative Issue Committee members are appointed by the MML President for a one-year term, with re-appointment possible)

Specifically, I would like to serve on the following issue committee (if more than one please rank - 1 is first choice, 2 is second choice, etc):

_____ Energy and Technology

_____ Land Use and Economic Development

_____ Municipal Finance

_____ Municipal Services

_____ Transportation Infrastructure

_____ Water Infrastructure & Environment

Name: _____

Position: _____ Community: _____

Address: _____

Email: _____ Phone: _____

Please return this form via mail or e-mail to Nikki Brown:

Michigan Municipal League
Attn: Nikki Brown
208 N. Capitol Ave, 1st Floor
Lansing, MI 48933

OR

nbrown@mml.org

FORECLOSURE

FREE FORUM

Tues. Dec. 15

7:00 PM

Genesee County Administration Building

3rd Floor Auditorium

1101 Beach St.

Across from Flint City Hall on Saginaw

Parking available on site or nearby streets

Speakers: from GGCAA, Legal Services of Eastern Michigan and Citizens Bank.

Find out what you can do if your property is in foreclosure, how to redeem a property in foreclosure and how to possibly prevent foreclosure.

Sponsored by Rose Bogardus Genesee County Register of Deeds

REFINANCING

FORCLOSURE

WHAT YOU CAN DO

Paul Bueche

From: Representative Lee Gonzales [leegonzales@house.mi.gov]
Sent: Friday, December 04, 2009 12:01 PM
To: Paul Bueche
Subject: Capitol Update from Rep. Gonzales



Dear friends,

Welcome once again to my e-newsletter. In this edition, you'll find news from the Capitol and important issues that impact the 49th District.

Relief from Skyrocketing Auto Insurance Rates

This week, I joined fellow Genesee County legislators and colleagues all over the state to [announce new consumer protections](#) that will require the auto insurance industry to be more accountable and transparent. In Michigan, insurance companies can raise rates without prior approval from the Insurance Commissioner. As a result, insurance premiums have skyrocketed 69 percent from 1989 to 2005.

Overall, the plan includes:

- Strengthening the Michigan Insurance Commissioner's role by broadening the office's power to deny excessive rate increases and order refunds for consumers who are charged excessively high rates;
- Requiring the Insurance Commissioner's approval before rate increases take effect.
- Prohibiting rate increases on good drivers who are not at fault in accidents;
- Making it illegal for insurance companies to use subjective factors such as a driver's occupation, education level or credit history to deny coverage or set rates;
- Prohibiting insurance companies from selling consumers' personal information without their consent;
- Prohibiting Insurance Commissioners from going to work for an insurance company within two years of leaving office; and
- Creating a low-cost insurance pilot program for qualifying low-income residents with good driving records.

For more information, visit www.StopUnfairInsurance.com.

House Restores \$184M to Michigan Schools

Recently, I [voted for a plan](#) that will restore \$184 million in funding to schools and help ease deep cuts to education that could seriously impact Michigan's ability to prepare our children for future jobs. I also voted to move the state's School Aid Budget deadline to June 1, in order to prevent the type of budget chaos that ensued when legislators failed to reach a budget accord by Oct. 1 this year.

The plan also makes it a priority to provide an additional \$25.7 million for Michigan's 20j schools and \$25.7 million for Michigan's under-funded schools. This \$51.4 million would be funded through the Michigan Future Fund once revenue is identified. Local schools that will benefit from this action include: Durand Area Schools, Flushing Community Schools, Linden Community School and Swartz Creek Community Schools.

Coffee Hours

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

- **FRIDAY, DEC. 11**, from 10 a.m. to 11 a.m. at Borders, 4135 Miller Road in Flint. We will meet in the café.

Free Publications

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

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

_____ State of Michigan Highway Map

_____ Movin' On – Rights and Responsibilities of Young Adults

_____ Consumer Protection Resource Guide

_____ MI Veterans Benefits and Services – Federal, State and Local Programs

_____ Getting to Know Michigan Coloring Book

_____ Your State Capitol – A Guide to Michigan's State Capitol Building

_____ Guide to Winter Safety

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

Sincerely,

Lee Gonzales

State Representative

District 49

 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE



MICHIGAN HOUSE DEMOCRATS

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Paul Bueche

From: Michigan Municipal League [nbrown@mml.org]
Sent: Tuesday, December 08, 2009 3:15 PM
To: Paul Bueche
Subject: MML Legislative Link 12-08-09



December 08, 2009

Save the Date

[Records Management Workshop](#)
 Dec 9, Lansing

[Planning for the 21st Century Suburb](#)
 WSU Oakland Center,
 Farmington Hills

[Public Employment Law Seminar](#)
 Jan 20, Lansing

[Capital Conference](#)
 April 13-14, Lansing

[Regional Seminars](#)
 May/June 2010

The Buzz

[Grosse Pointe Rezones for Density](#)
 Metromode
 11/12/09

What's New

[Governor Granholm Calls for Local Revenue Sharing Payments to Be Restored](#)

[Michigan Municipal League Works with 2010 Detroit City Council Members](#)

[November/December 2009 Michigan Municipal Review](#)

[League's New PA 312](#)

Press Conference Highlights Importance of PA 312 Reform

The League held a press conference this morning to highlight the importance of reforming PA 312 as a way to save public safety jobs. [HB 5325](#) introduced by Rep. Haveman makes common sense reforms to PA 312 including adding a definition of ability to pay and requiring arbitrators to focus on internal comparables. [MORE>](#)



State Affairs Update

MML to Testify on Bills to Give Locals Fiscal Flexibility – On Thursday, December 10th, the House Banking and Financial Services committee will be taking up HBs 5550-5554, which deal with bond refinancing. League President Jeff Jenks (Mayor Pro Tem, Huntington Woods) will be in attendance to testify in support of these bills. [MORE>](#)



[Committee Meeting Scheduled for Diesel Tax Increase](#)

[Governor Issues Revisions to DNR/DEQ Consolidation Order](#)

[MDOT Seeking Public Comment on 5-Year Plan](#)

[Speaker's Office Seeks Info For Health Care Legislation](#)

[TV Network Seeks Large Structures to Demolish Dec-Jan 2010](#)

[Webpage](#)

[New Events Newsletter: The Loop. Your Source for](#)

[Municipal Education](#)

Grants & Projects

[Wood Energy Preliminary Assessment Grants](#)

[Michigan Humanities Council Grants/Events](#)

[MI Housing Community Development Funds](#)

[Federal Brownfield Funding](#)

Related Links

[21c3 Website](#)

[MI Legislature](#)

[MI Senate](#)

[MI House of Reps](#)

[Resources](#)

Federal Update



USDOT Puts Money Where Its Mouth Is

– The federal administration has been moving forward in a collaborative fashion to develop place-based strategies for funding projects and programs. This was initially indicated by the formation of the "Sustainable Communities Partnership" program between the Departments of

Housing and Urban Development, Transportation and Environmental Protection Agency. [MORE>](#)

[League Working With NATOA to File Response to Cell-Tower Citing Ruling; Webinar Scheduled](#)

[EPA Grant Funding Available](#)

[Firefighter Grants Available](#)

[Support Federal PEG Legislation](#)

[Ready to be Counted?](#)

[Fall Flu Season Preparation Underway](#)

[Funding Sought for Neighborhood Revitalization](#)

[Michigan Recovery Act Funding Tracking Map Created](#)

21st Century Communities

“**Right Here in River City**” – League staff had the opportunity to attend another "state of Michigan budget" forum last week. This one was pretty similar to the one League CEO Dan Gilmartin participated in a few weeks ago. Mitch Bean of the House Fiscal Agency gave his usual sobering statistical presentation once again showing how far we've fallen in terms of overall prosperity and how we're bound to stay there for some time without some changes. [MORE>](#)



[Ferndale and Rochester Named 2010 Great American Main Street Semifinalists](#)

[Does Your Community Need a "Road Diet?"](#)

[21c3 Assets Focus of National Meeting](#)

[Cities of Service to Increase Community Volunteerism](#)

[Climate Action Map Initiative](#)

[Michigan Community Development Association Conference](#)

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



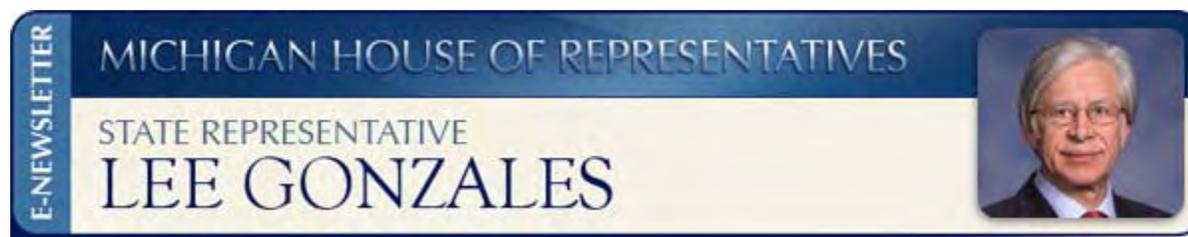
Paul Bueche

From: Representative Lee Gonzales [leegonzales@house.mi.gov]

Sent: Wednesday, December 09, 2009 4:45 PM

To: Paul Bueche

Subject: Date Change for Upcoming Coffee Hour



Please note the change in date for my upcoming coffee hour.

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

- **FRIDAY, DEC. 18**, from 10 a.m. to 11 a.m. at Borders, 4135 Miller Road in Flint. We will meet in the cafe.

As always, I thank you for the opportunity to represent you and our community. I look forward to seeing you there!

Sincerely,

Lee Gonzales

State Representative

District 49

 EMAIL REP. GONZALES

 REP. GONZALES'S WEBSITE



MICHIGAN HOUSE DEMOCRATS

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Paul Bueche

From: Genesee County Small Cities and Villages [GCSCV@LISTSERV.MML.ORG] on behalf of Slattery, Robert [RSlattery@GCRC.ORG]
Sent: Friday, December 11, 2009 12:16 PM
To: GCSCV@LISTSERV.MML.ORG
Subject: Press Release: @gcrctrffic Twitter Alert System is up and running!

PRESS RELEASE PRESS RELEASE

FOR IMMEDIATE RELEASE December 11, 2009
Contact: Information Systems and Planning Director Bob Slattery
(810) 767-4920 rslattery@gcrc.org
GCRC Website: www.gcrc.org

**@gcrctrffic Twitter Alert System is up and running!**

Flint, Michigan. ---

The Genesee County Road Commission announced today that its new Twitter-based road incident alert system, @gcrctrffic, is up and running. Anyone can receive real time alerts about road delays just by following @gcrctrffic on Twitter (<http://www.twitter.com/gcrctrffic>). These updates can also be sent to cell phones and smart phones.

In addition, travelers can help fellow travelers by tweeting a message - while not driving, of course - to @gcrctrffic when they find themselves stopped by a traffic incident or delay. The message will be instantly re-tweeted to everyone following @gcrctrffic, including local law enforcement, road agencies and media outlets.

Road Commission Manager-Director John Daly stresses that driving is an activity that requires the drivers' complete attention and that no one should attempt to text while driving. "We want people to follow @gcrctrffic to receive Twitter traffic alerts and to tweet to @gcrctrffic to let others know of delays that they encounter", he said, "but we want them to do it safely and tweet only if not driving a moving vehicle. We do not want anyone to become involved in a traffic incident because they tried to report one while they were driving.

We see this as a use of information technology to expand the existing system of alerts that drive time media has used for years, relaying input from motorists to other motorists."

For more information contact Bob Slattery, director of Information Systems and Planning at (810) 767-4920. And visit the Road Commission's website (www.gcrc.org) for winter safety tips, the Road Commission's winter maintenance policies and a wealth of road-related information and links to other resources.

###

Remember - in Ice and Snow, Take it Slow!

**DECEMBER 14, 2009 COUNCIL MEETING
Add-On Agenda Item**

8D. WAL-MART POLICE DEPARTMENT YOUTH PROGRAM

Resolution No. 091214-8D POLICE BICYCLE PROGRAM

Motion by Councilmember: _____

I Move the City of Swartz Creek authorize the distribution of the following donated bicycles, bicycles having been donated to the Police Department for distribution to underprivileged youths by Wal-Mart, in conjunction with a program between the Police Department and Assenmacher's Bicycle Shop:

- #1. Boy's Huffly "Rockit", Reg #4231, Ser #SNHEZ27F57113
- #2. Boys "Quest Cobra", Reg #4230, ser #LWGH204407
- #3. Girls "Huffy Sea Star", Reg #4234, Ser #SNHEJ07H21058
- #4. Girls "Huffy Sea Star", Reg #4229, Ser #SNHEJ07H20087

Second by Councilmember: _____

Voting For: _____

Voting Against: _____