

## AGENDA REPORT

TO: Mayor & City Commissioners  
FROM: Ken Hibl, City Manager  
DATE: September 16, 2009  
RE: City Manager's Report



For the Agenda of September 21, 2009

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Project Updates: Well #9, US BR-127 Curb Project, and Other Planned Capital Improvement Projects:

1. MDEQ has provided us approval (*see copy of att'd letter*) to drill a new well; we anticipate that drilling will commence within the next two to three weeks.
2. Other Summer Projects. Our concrete contractor is back in town; he has commenced work on the MDOT-sponsored and funded project to replace approximately 1,000 linear feet of curb on US BR-127 south of First Street; will replace the curb on West Fourth Street in preparation for the new residential high-rise project that will commence within the month; and complete various sidewalk projects within the City. Dependent on DPW and contractor workload and schedules, we hope to commence tree trimming and cutting and paving of the Stamina Stadium Parking Lot within the next two weeks.

Teamster's Local 214 Labor Negotiations. We have provided additional information on health care program costs to the Teamster's business representative and are awaiting response on actions/direction that the bargaining unit members desire to pursue or negotiate. The bargaining representative has informed us that he intends to present the three primary health care options to the bargaining members for vote/decision within the next few weeks.

Sidewalk Tractor Bids. We have solicited bids for this equipment with a required bid submittal date to accommodate consideration of the bids by the City Commission at the October 5<sup>th</sup> meeting.

Receipt of Well-Head Protection Grant. We have notified (*see copy of att'd letter*) of receipt of another \$3,000 Well-Head Protection grant that we had applied for.

Zoning Board of Appeals (ZBA) Meeting. Our ZBA met on Friday, September 11<sup>th</sup> and approved two variance requests: one being a residential setback variance and the other a sign variance (*see copies of att'd public notices*).

Main Street Award. The City has been informed (*see copy of att'd Congratulatory Correspondence*) that we have received a second state-level Main Street Award – this one being for the façade improvement for Coffee Talk 505. Both awards were presented at a breakfast ceremony on Sep 16<sup>th</sup> at the Michigan Downtown Conference; we had nine representatives from Clare attend the awards ceremony.

4<sup>th</sup> Street Senior Housing Project Groundbreaking Ceremony. The formal ground-breaking ceremony for this project is tentatively scheduled for October 1<sup>st</sup>; the City Commissioners should anticipate receiving invitations from the developer and MMCAA.

**MML Convention.** As a reminder, Commissioner Bill Horwood and I will attend the MML Convention in Kalamazoo during the period September 22-25; I will be available via cell phone or email throughout the conference attendance period.

**Attachments.**

1. MDEQ Correspondence.
2. Well Head Protection Grant Correspondence.
3. Second Main Street Award Notice.



STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
SAGINAW BAY DISTRICT OFFICE



STEVEN E. CHESTER  
DIRECTOR

JENNIFER M. GRANHOLM  
GOVERNOR

September 9, 2009

Mr. John Holland, Jr.  
City of Clare  
c/o City of Clare Water & Wastewater Department  
202 West Fifth Street  
Clare, Michigan 48617

Dear Mr. Holland:

SUBJECT: Approval of City of Clare Test Well

This letter summarizes our review of information submitted to our office regarding a potential well to replace the existing Well #5. It is our understanding that the new well will be located directly north of Well #5. The site is approved for test well drilling.

The minimum required isolation distance from potential sources of contamination including surface waters, storm and sanitary sewers, septic systems, and barnyards is 200 feet. The well isolation area must be owned by the water supplier. If ownership is not possible, the well isolation area must be controlled through a long-term lease and enforceable land use restrictions.

Also, the wells must be properly isolated from major sources of contamination such as landfills, land application sites for wastewater or sludges, and chemical storage or disposal sites. The required well isolation distance from major contamination sources is determined through a hydrogeologic study of groundwater flow direction and gradient. It is recommended that the wells be located upgradient of all major contamination sources. As a minimum, no major sources of contamination should be present within the ten-year capture zone of the wells. In the absence of an appropriate hydrogeologic study, a minimum isolation distance of 2000 feet from major contamination sources is required.

Although the isolation distances are slightly less than required 200 foot and 2,000 foot isolation distances, the proposed well is located within 25 feet of existing Well #5. As a replacement for the existing well, we are allowing a deviation from our isolation distance standards. This deviation is partially based on the history and performance of the existing well.

Consideration should be made when locating the wells to ensure that they are not subject to flooding. It appears that there is a wetland area directly south of the proposed well location and as such is likely subject to flooding. As long as due care is taken to avoid this area and any potential pathways for runoff to this area, flooding should not be a concern.

Once the test well has been drilled, the following must be submitted to obtain permits for the subsequent production well:

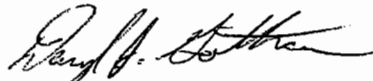
1. A final site plan showing the exact location of the test well(s) relative to all major and potential sources of contamination. Additionally, the site plan should indicate the 100-year flood elevations relative to the wells.

2. A log of the test well.
3. Evidence that the annular space between the drill holes and well casings have been properly filled with neat cement grout. This requirement also applies to any observation wells that will remain in the standard isolation area.
4. Justification for approving a reduced isolation area, if requested.
5. The results and analysis of an aquifer test designed to determine aquifer characteristics. The aquifer test must be conducted in accordance with the Department policy.
6. Chemical monitoring must be done for water from the proposed production well including sampling for partial chemistry and arsenic. The final permit will not be issued until the chemical monitoring has been completed and reviewed by this office. A partial chemistry test and a series of arsenic tests should be performed to ensure that the water is similar in quality to the existing well and that maximum contaminant levels are not exceeded. The final permit will not be issued until the chemical monitoring has been completed and reviewed by this office.
7. A permit application along with detailed plans and specifications must be submitted for the production well including depth, diameter, pump setting, pump curves, etc.

When the well has been completed, it will also be necessary to submit plans and specifications for the pump house, discharge piping, distribution system, and any other water system components prior to the issuance of a construction permit and the subsequent construction of the system.

Please call if you have any questions.

Sincerely,



Daryl J. Gotham, P.E.  
District Engineer  
Water Bureau  
989-894-6264

cc: Mr. Ken Hibel, City of Clare  
Central Michigan District Health Department #2 (Clare)



**WELLHEAD PROTECTION PROGRAM GRANT CONTRACT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND CITY OF CLARE**

COPY  
**COPY**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, Water Bureau ("State") and City of Clare ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Michigan Safe Drinking Water Act, 1976, PA 399, as amended Legislative appropriation of Funds for grant assistance is set forth in PA 121 of 2007. This Contract is subject to the terms and conditions specified herein.

Project Name: Wellhead Protection Grants Match from Previous Expenditures: \$3,000.00  
 Amount of grant: \$3,000.00 % of grant state 0 / % of grant federal 100  
 Amount of match: \$ 3,000.00 = 50% PROJECT TOTAL: \$6,000.00 (grant plus match)

(Includes previous expenditures)  
 Start Date: October 1, 2009 End Date: September 30, 2010

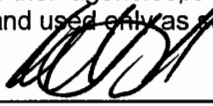
**GRANTEE CONTACT:**

John Holland  
Name/Title  
City of Clare  
Organization  
202 West Fifth St.  
Address  
Clare, MI 48617  
Address  
(989) 386-2321  
Telephone number  
(989) 386-2387  
Fax number  
jholland@cityofclare.org  
E-mail address  
38-6004529  
Federal ID number

**STATE CONTACT:**

Scott C. Ross, Chief  
Name/Title  
Source Water Protection Unit  
Division/Bureau/Office  
P.O. Box 30273  
Address  
Lansing, Michigan 48909-7773  
Address  
517-335-3385  
Telephone number  
517-241-1328  
Fax number  
ross@michigan.gov  
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached appendix, and used only as set forth herein.

  
 Signature of authorized official  
Ken H. Bl., City Manager  
 Name and title (typed or printed)

09/15/09  
Date

**AUTHORIZED BY:**

William Creal, Chief, Water Bureau  
Michigan Department of Environmental Quality

\_\_\_\_\_  
Date

## **I. PROJECT SCOPE**

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

## **II. CONTRACT PERIOD**

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

## **III. CHANGES**

Any changes to this Contract shall be requested by the Grantee in writing, and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendix. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Elements and in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

| <b>Reporting period</b> | <b>Due Date</b> |
|-------------------------|-----------------|
| October 1 – December 31 | January 15      |
| January 1 – March 31    | April 15        |
| April 1 – June 30       | July 15         |
| July 1 – September 30   | October 15      |

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page one. All required supporting documentation (invoices, proof of payment, etc.) for expense must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide two copies of all products and deliverables in accordance with Appendix A.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall secure and supervise all employees necessary to complete the project.

(D) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(E) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(F) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(G) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any sub-grantee.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the State Contracts with Certain Employers Prohibited Act, 1980 PA 278, MCL 423.321 et seq.

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent, provided that nothing herein is construed as a waiver of any governmental immunity by the State, its agencies or employees as provided by statute or court decisions.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities, provided that nothing herein is construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies or their families shall benefit financially from any part of this Contract.

## **XIII. ANTI-LOBBYING**

If all or a portion of this contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti Lobbying Act which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## **XIV. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

## **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to the grant contract, including

grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

#### **XVII. FEES AND OTHER SOURCES OF FUNDING**

The Grantee shall not seek nor obtain funding through fees or charges to any client receiving services for which the State reimburses the Grantee under this Contract. The Grantee guarantees that any claims made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

#### **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract, unless otherwise specified in the Program-Specific Requirements.

(C) The State will approve payment requests after approval of reports and related documentation as required pursuant to the Program-Specific Section.

(D) The State reserves the right to request additional information before approving a payment.

(E) An amount equal to zero percent of the grant award, or final payment will be withheld by the State until the project is completed in accordance with Section XIX, Closeout and Appendix A.

(F) The Grantee is committed to the match percentage on page one of the Contract, in accordance with Appendix A. For local match used the Grantee shall expend local match committed to the project by the End Date on page 1 of the Contract.

#### **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

## **XX. CANCELLATION**

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

## **XXI. TERMINATION**

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a sub-contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Labor & Economic Growth or its successor.

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

## XXII. FEDERAL FUNDING REQUIREMENTS

A maximum of \$3,000.00 or 100% of total disbursements, is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA.) title is Capitalization Grants for Drinking Water State Revolving Funds and the CFDA number is 66.468. The federal grant number is FS975487-07, and this grant is funded with Federal funds from the United States Environmental Protection Agency (USEPA). By accepting this Contract, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

Michigan Department of Environmental Quality  
Finance and Business Services Division  
Federal Aid Section  
P.O. Box 30473  
Lansing, MI 48909

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

(C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(D) In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, the Grantee agrees to:

- (1) Accept the applicable "fair share" goals negotiated with the USEPA by the Michigan Department of Environmental Quality as follows:  
MBE 3% WBE 5%
- (2) Ensure to the fullest extent possible that at least the FY 2007 "fair share" objective [see (1) above] of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
- (3) Include in bid documents the "Fair Share" goals listed above and require its contractors to include in their bid documents for subcontracts the above fair share percentages.
- (4) Follow the six affirmative steps stated in 40 CFR § 31.36 (e)(2).

(5) Submit a USEPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Contracts, and Interagency Contracts" to the State beginning with the first quarter the Grantee receives the award and continuing until the project is completed.

(E) The Grantee agrees to ensure that all conference, meeting, convention or training space used and paid for in whole or in part by this Contract complies with the Hotel and Motel Fire Safety Act of 1990.

(F) The Grantee agrees to use recycled paper for all reports and materials which are prepared as a part of this Contract and delivered to DEQ.

(G) The Grantee agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Therefore, if the Grantee awards a contract under this assistance Contract, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRA):

- (1) Place SBRA's on solicitation lists;
- (2) Ensure that SBRA's are solicited whenever they are potential sources;
- (3) Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's;
- (4) Establish delivery schedules, where the requirements of work will permit, which would encourage participation by SBRA's;
- (5) Use the services of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce, as appropriate; and
- (6) Require the Grantee, if it awards subcontracts, to take the affirmative steps in subparagraphs 1 through 5.

(H) Despite Paragraph VI, a grantee who is a small business firm or nonprofit organization as defined under the Bayh-Dole Act, as amended, 35 USC § 200, *et seq*, may patent products or processes developed under this Contract.

(I) Payment to consultants, EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

(J) Copyrighted Material, In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal

environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(K) Drug-free Workplace Certification For All EPA Recipients, The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 -36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

(L) Management Fees, Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

## **Program Specific Requirements – Appendix A**

### Responsibilities – Grantee

The Grantee, in accordance with the general purposes and objectives of this agreement, will:

- A. Provide for oversight of the project.
- B. Meet with the Wellhead Protection (WHP) Team quarterly as a minimum team requirement.
- C. Submit a signed copy of the Quarterly Grant Team Progress Report after each quarterly WHP team meeting. Quarterly reports shall be sent to Michigan Department of Environmental Quality, Water Bureau, Source Water Protection Unit, P.O. Box 30273, Lansing, MI 48909-7773. If a Financial Status Report form is not submitted, the quarterly report shall include a statement that the request for payment is not being made as part of the Quarterly Grant Team Progress Report.
- D. Utilize all report forms and reporting formats required by the State.
- E. Complete for State approval the items listed in "Table 2: Grant Tabulation 2010."



Project Specific Requirements – Appendix A Continued  
 Michigan Department of Environmental Quality  
 Water Bureau  
 Drinking Water and Environmental Health Section  
 Source Water Protection Unit

**WELLHEAD PROTECTION GRANT PROGRAM  
 PROGRAM BUDGET – COST DETAIL SCHEDULE**

| Program<br>Wellhead Protection Grant Assistance                 | Budget Period<br><br>October 1, 2009 to September 30, 2010 | Date Prepared<br><br>8/31/2009 |                       |
|---|--|--------------------------------|-----------------------|
| Local Agency<br>City of Clare                                   |  |                                |                       |
| Description   | Grant Assistance   | Local Funds                    | Previous Expenditures |
| See attached "Table 2: Grant Tabulation 2010" for City of Clare | <u>\$3,000.00</u>  | <u>\$ 0.00</u>                 | <u>\$3,000.00</u>     |

Completion is a Condition of Funding  
 Authority: 1976 PA 399



**Project Specific Requirements – Appendix A Continued**  
 Michigan Department of Environmental Quality  
 Water Bureau  
 Drinking Water and Environmental Health Section  
 Source Water Protection Unit

**WELLHEAD PROTECTION GRANT PROGRAM  
 PROGRAM BUDGET SUMMARY**

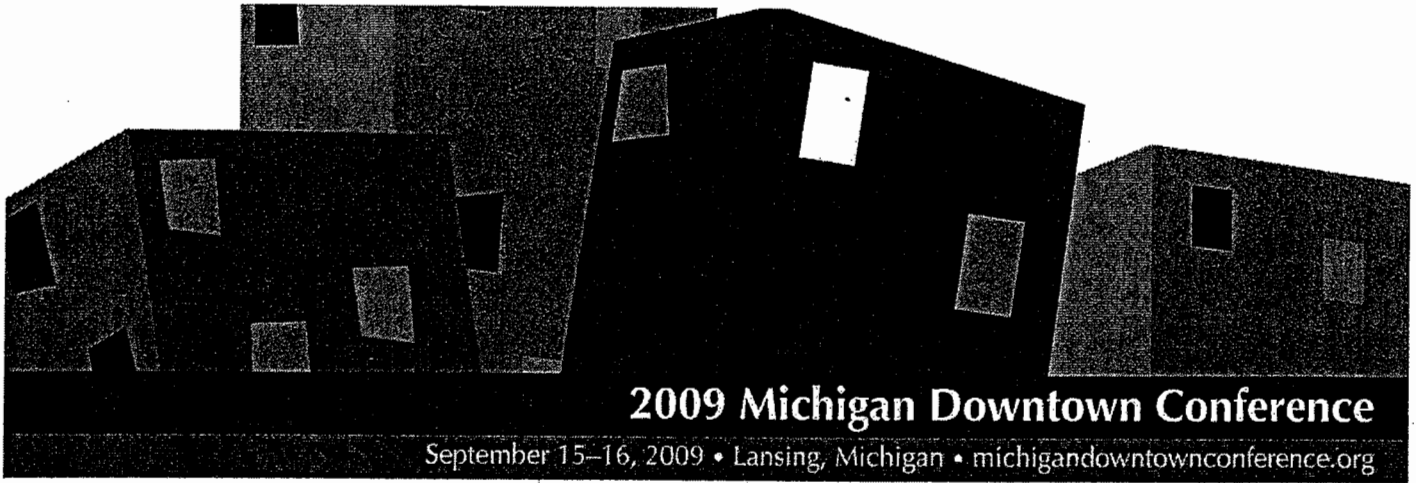
|  |                             |   |                    |                          |   |
|--|-----------------------------|---|--------------------|--------------------------|---|
| Program<br><b>Wellhead Protection Grant Assistance</b> |                             | Budget Period<br><b>October 1, 2009 to September 30, 2010</b> |                    |                          | Date Prepared<br><b>8/31/2009</b>               |
| Local Agency<br><b>City of Clare</b>                   |                             |   |                    |                          |   |
| Address<br><b>202 West Fifth St.</b>                   |                             | City<br><b>Clare</b>  | State<br><b>MI</b> | Zip Code<br><b>48617</b> | Federal Identification No.<br><b>38-6004529</b> |
|  | <b>SOURCE OF FUNDS</b>      |   |                    | <b>TOTAL BUDGET</b>      |   |
| 1.   | State Agreement             |   |                    | <u><b>\$3,000.00</b></u> |   |
| 2.   | Local Match                 |   |                    | <u><b>\$ 0.00</b></u>    |   |
| 3.   | Local Previous Expenditures |   |                    | <u><b>\$3,000.00</b></u> |   |
| 4.   | <b>TOTAL FUNDING</b>        |   |                    | <u><b>\$6,000.00</b></u> |   |

Completion is a Condition of Funding  
 Authority: 1976 PA 399

*The Department, under the terms of this agreement, will provide funding not to exceed **\$3,000.00**.*

Expenditures must be grant eligible in accordance with Rules 325.12812 through 325.12820, Part 28 of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended





## 2009 Michigan Downtown Conference

September 15-16, 2009 • Lansing, Michigan • michigandowntownconference.org

### PLANNING PARTNERS

Community  
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Michigan  
Historical Center

Michigan  
Historic  
Preservation  
Network

Michigan Main  
Street Center

Michigan  
Municipal  
League

Michigan  
State Housing  
Development  
Authority

# Congratulations!

August 19, 2009

Dear Dierdre Folkert:

The Michigan Downtown Conference Planning Partners are pleased to announce that you have been selected to receive the **Downtown Façade Rehabilitation Project 2009 Award for Coffee Talk 505**. You will be recognized at the Awards Presentation Breakfast to be held during the Michigan Downtown Conference at the Lansing Center in Downtown Lansing, Michigan. While the conference runs from September 15-16<sup>th</sup>, the Awards Presentation Breakfast will be held on Wednesday, September 16<sup>th</sup> from 8:00 AM – 10:00 AM.

You were nominated by Lori Schuh, Clare Main Street Manager. Nominations in this category were received from all over the state. The award winners were then selected by the Conference Planning Partners.

We hope that you or a representative from your project will be present to receive the award. We invite you or your representative to attend the breakfast at no charge. The cost for additional guests at the breakfast is \$25 per person. Of course, we would be delighted if you and others would register to attend the conference, which would include the breakfast cost.

# 2009 Michigan Downtown Conference

September 15–16, 2009 • Lansing, Michigan • [michigandowntownconference.org](http://michigandowntownconference.org)

To attend the Award Winners Breakfast ONLY:

1. Fill out the attached Award Winners Breakfast Registration form and fax it to: (734) 677-2407 by **noon on Friday, September 4, 2009.**
2. Please mail checks (\$25.00 for each additional guest), payable to Michigan Downtown Conference, to:  
Larry Amburgy, Attn: MDC, 1223 Turner Street, Suite 101,  
Lansing, MI 48906. If you have any questions, feel free to contact Jennifer Dickie at (734) 677-0503, or email her at [jdickie@ucia2.com](mailto:jdickie@ucia2.com).

To attend the full 2009 Michigan Downtown Conference:

1. Register @ [www.michigandowntownconference.com](http://www.michigandowntownconference.com).
2. **The rate is \$160 per person. Early registration ends September 4, 2009.** Any registration after that date must be done at the conference and will be \$190 per person.
  - i. Students with a valid student ID card are eligible for the \$100 Student Rate if they register prior to September 4.

We look forward to congratulating you in person next month at the 2009 Michigan Downtown Conference!

Sincerely,

*The Michigan Downtown Conference  
Planning Partners*



# Award Winners Breakfast Registration

## Information

*Please call if I'm too late on this ☺*

1. Dierdrae Folkert Phone # 989-386-2739  
 Name of person receiving award (no charge for breakfast)  
Owner  
 Title  
Coffee Talk 505  
 Name of organization

### Additional Guests

\$25 per person for breakfast if not registered for conference attendance.

2. Amy Dalton Coffee Talk 505  
 Name/Title Name of Organization

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Name/Title Name of Organization

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Name/Title Name of Organization

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Name/Title Name of Organization

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Name/Title Name of Organization

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Name/Title Name of Organization

Total \$ 25.00

- Please fax this completed form to 734.677.2407 by noon on Friday, September 4, 2009. Questions can be sent to Jennifer Dickie at [jdickie@ucia2.com](mailto:jdickie@ucia2.com).
- Please mail the check to: Larry Amburgy, Attn: MDC, 1223 Turner Street, Suite 101, Lansing, MI 48906  
 Checks payable to Michigan Downtown Conference