



CITY OF MARINE CITY

City Commission Meeting Agenda

Virtual Meeting via Phone Conference

Regular Meeting: Thursday, May 7, 2020; 7:00 PM

1. CALL TO ORDER

2. MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE

3. ROLL CALL: Mayor Dave Vandenbossche; Commissioners Jacob Bryson, Elizabeth Hendrick, Wendy Kellehan, William Klaassen, Paul Merchant, Cheryl Vercammen; City Manager Elaine Leven

4. APPROVE AGENDA

5. PUBLIC COMMENT Anyone is welcome to address the City Commission. Please state name and limit comments to five (5) minutes. This is a time for you to raise issues. The Commission will not respond, but issues will be followed up on as necessary.

6. APPROVE MINUTES

A. City Commission Regular Meeting – April 16, 2020

7. CONSENT AGENDA

A. Special Event – Marine City Garden Club Flower Sale

8. FINANCIAL BUSINESS

A. Disbursements (including payroll) - \$146,965.48

9. UNFINISHED BUSINESS

A. Amendment & Completion of Budget Schedule

B. Ratification of Vote:

1) Water Plant Consolidation Feasibility Study

2) SEMCOG Asset Management GIS Data Development

10. NEW BUSINESS

A. Crack Sealant – Waive Competitive Bidding

B. Resolution No. 004-2020 – Temporary Utility Bill Deferment

11. ITEMS REMOVED FROM CONSENT AGENDA

12. CITY MANAGER'S REPORT

13. COMMISSIONER PRIVILEGE/LIAISON REPORTS

14. ADJOURNMENT

**City of Marine City
City Commission
April 16, 2020**

A regular meeting of the Marine City Commission was held on Thursday, April 16, 2020 by virtual telephone conference, and was called to order by Mayor Dave Vandenbossche at 7:00 pm.

Present: Mayor Dave Vandenbossche; Commissioners Jacob Bryson (joined meeting at 7:10 pm), Elizabeth Hendrick, Wendy Kellehan, William Klaassen, Paul Merchant, Cheryl Vercammen; City Manager Elaine Leven, City Clerk Kristen Baxter

Also in Attendance: City Attorney Robert Davis

APPROVE AGENDA

Motion by Commissioner Kellehan, seconded by Commissioner Vercammen, to approve the Agenda with the following addition:

Item #9-A: Reconsideration of Marine City Garden Club Flower Watering

Roll Call Vote. Ayes: Vandenbossche, Hendrick, Kellehan, Klaassen, Merchant, Vercammen. Nays: None. Motion Carried.

PUBLIC COMMENT

Jeanne Frank spoke about the importance of flowers in Marine City and asked the Board to reconsider the request for flower watering.

APPROVE MINUTES

Motion by Commissioner Merchant, seconded by Commissioner Klaassen, to approve the City Commission Meeting Minutes of April 2, 2020 with the following revisions requested by Commissioner Hendrick:

Lawn Care Maintenance: Added verbiage on lawn mowing bids

Commissioner's Privilege: Thanked City employees for their hard work during this difficult time.

Roll Call Vote. Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Merchant, Vercammen. Nays: None. Motion Carried.

CONSENT AGENDA

Presented:

- A. Monthly Activity Reports
- B. MCAFA Run Report

Motion by Commissioner Merchant, seconded by Commissioner Kellehan, to approve the Consent Agenda. **Roll Call Vote.** Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Merchant, Vercammen. Nays: None. Motion Carried.

FINANCIAL BUSINESS

Disbursements

Motion by Commissioner Kellehan, seconded by Commissioner Vercammen, to approve total disbursements including payroll, in the amount of \$203,545.77. **Roll Call Vote.** Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Merchant, Vercammen. Nays: None. Motion Carried.

Preliminary Financial Statements

Motion by Commissioner Klaassen, seconded by Commissioner Bryson, to receive and file the Preliminary Financial Statements. **Roll Call Vote.** Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Merchant, Vercammen. Nays: None. Motion Carried.

UNFINISHED BUSINESS

Marine City Garden Club – Flower Watering

Motion by Commissioner Merchant, seconded by Commissioner Vercammen, to reconsider the request from the Marine City Garden Club for flower watering. **Roll Call Vote.** Ayes: Vandenbossche, Bryson, Kellehan, Merchant, Vercammen. Nays: Hendrick, Klaassen. Motion Carried.

Motion by Commissioner Merchant, seconded by Commissioner Vercammen, to approve the request from the Marine City Garden Club for flower watering for the 2020 season.

Commissioner Merchant said he asked to reconsider the request for flower watering because he was confused about the process at the last meeting. He asked for clarification from City Manager Leven on what was budgeted for the service.

City Manager Leven stated that DPW Superintendent Itrich estimated the flower watering costs to be \$5,000 for the 2020 season. She said that we have money in this year's current budget to start watering and would have to make an appropriation in the 2020-2021 budget for the remaining costs.

Mayor Vandebossche informed the Board that the baskets had already been planted and would be put out around Memorial Day.

Commissioner Kellehan added that the Garden Club had already committed to the baskets and barrels and had received money from businesses and community members for them. She suggested that if the City was going to stop assisting the Garden Club, that they make the decision in January prior to being so close to the watering season.

Commissioner Merchant suggested that next year the request from the Garden Club and the conversation about the City assisting them with watering should be brought to the Board sooner.

Commissioner Hendrick commented that she was not against flowers and that her concern was the next budget. She said the City could suffer serious setbacks with the money they were going to get and said we have to be very careful -- we don't want to cut out regular employees just to water flowers.

Roll Call Vote. Ayes: Vandebossche, Bryson, Kellehan, Merchant, Vercammen. Nays: Hendrick, Klaassen. Motion Carried.

NEW BUSINESS

None.

ITEMS REMOVED FROM CONSENT AGENDA

None.

CITY MANAGER REPORT

In addition to the City Manager's Report provided in the agenda packet, City Manager Leven added the following:

- Worked on Stay at Home Executive Order that had been extended until the end of April

- Open Meetings Act Executive Order extended until May 12
- Reviewed approved bills at the State on water speed limits
- Reviewed Executive Order on Freedom of Information Act
- Held several Department Head virtual meetings
- Asked Department Heads to work on a plan for the next 90 days and a back-to-work plan
- Attended MML webinar, and cyber security webinar
- Watched the Governor's press conference regarding the April 30 extension
- Reviewed lawn mowing with City Attorney – a health and safety, welfare issue
- Attended EDA Board meeting & worked with EDA on Redevelopment Ready Community

Commissioner Klaassen inquired how many additional licenses were secured for the Virtual Private Network. City Manager Leven responded that we had two licenses and upgraded to ten.

Commissioner Hendrick inquired if the City Manager had received the topographical survey for 260 South Parker. City Manager Leven to email the survey to the Board, upon receipt.

Mayor Vandebossche asked about phone call coverage at City offices. City Manager Leven responded that calls were being answered from 9 am to 6 pm Monday-Thursday.

COMMISSIONER PRIVILEGE/LIAISON REPORTS

Commissioner Klaassen asked everyone to be safe, watch yourself, and keep your distance.

Commissioner Kellehan asked that community members continue to do what they were being asked to keep their distance and stay safe. She thanked everyone for cooperating so far.

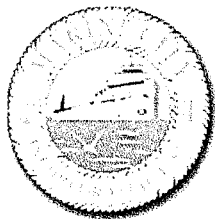
Mayor Vandebossche said we were going to have to start considering getting the economy rolling. He said we needed to continue to be proactive with social distancing and get this resolved to get back to business as usual.

ADJOURNMENT

Motion by Commissioner Hendrick, seconded by Commissioner Klaassen, to adjourn at 7:38 pm. **Roll Call Vote.** Ayes: Vandenbossche, Bryson, Hendrick, Kellehan, Klaassen, Merchant, Vercammen. Nays: None. Motion Carried.

Respectfully submitted,

Kristen Baxter
City Clerk



City of Marine City
Department of the City Clerk
303 S. Water St.
Marine City, MI 48039
(810) 765-8830

RECEIVED
APR 22 2020
City of Marine City

7-A i

Permit App

Applicati
Submit 90 Days Prior to
CASH/MONEY ORDER
Cash Receipt

The City of Marine City may impose restrictions on any special event in the interest of the health and safety of residents and participants. The applicant may be required to indemnify the city for and hold it harmless from and defend it against any and all claims, lawsuits or other liability. **Approval of the Special Event Permit Application and event date is subject to final approval of the City Commission, based on other activities occurring within the community.**

Application Date: 4-21-2020

APPLICANT INFORMATION

Applicant/Sponsor of Event: MARINE City Garden Club

Is Sponsor of Event a Non-Profit Organization? ☒ Yes ☐ No

Contact Person: Judee Jobin

Contact Number: _____

Email: Judee Jobin @Gahoo

Mailing Address: _____

EVENT INFORMATION

Name of Event: Flower Sale

Date/Hours of Event: 5/16 (9am - 5pm) 5/17 (9am - 2pm)

Location of Event: Historic City Hall

Will alcoholic beverages be served? ☐ Yes ☒ No

-Have you applied for a liquor license? ☐ Yes ☒ No (*If yes, please provide a copy)

Provide a detailed description of event (attach additional sheets, if necessary):

SALE of POTS & FLATS of ANNUAL flowers

Are utility hook-ups required? ☐ Yes ☒ No

Location: _____

Will street closures be necessary? ☐ Yes ☒ No

If yes, include a detailed map and indicate the date and time for closing and re-opening, including set-up and tear-down: _____

Is handicap/special parking needed? If yes, please explain: No

Applicant/Sponsor of Event is responsible for providing trash receptacles and portable restrooms.

Indicate number of portable restrooms for event: Regular 1 Handicapped

Will you be posting signs for the Special Event? If so, include proposed locations: yes @
corners near the lights

PLEASE NOTE: Signs may not be placed at street corners blocking vision, or in easements. Please refer to City Ordinances for specifics.

ALSO, PLEASE NOTE: Street marking is PROHIBITED! Traffic cones and signage are acceptable, but all cones and signs must be removed immediately after the event.

AGREEMENT & INDEMNIFICATION

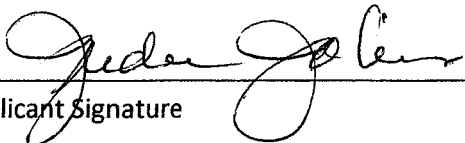
The City of Marine City will provide the event organizers an estimate of fees for city services. The event organizers shall be given an opportunity to review these estimates prior to approval of the event. The final amount billed to the organizers will not exceed the estimated amount unless:


- There have been additional city costs due to cleanup or repairs of damaged property.
- Additional city services were provided as a result of changes in the requirements as requested by event organizers.

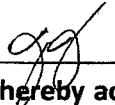
Applicants / Sponsors are to submit a 50% deposit of their estimated portion of costs within (30) days of their application being approved. They will be billed for the remainder of the ACTUAL costs after the event. Failure to pay the final bill within thirty (30) days of the invoice date will result in denial of application the following year.

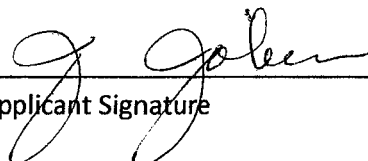
Applicant additionally agrees to provide the City of Marine City a Certificate of Insurance naming it as an "Additional Insured" in an amount of not less than One Million Dollars (\$1,000,000) as a condition for approval of this event.

As the authorized agent of the sponsoring organization, I hereby agree that this organization shall abide by all conditions and restrictions specific to this event as determined by the City of Marine City, and will comply with all local, state and federal rules, regulations and laws.


Applicant Signature

 4/21/2020
Date

 Indemnification and Hold Harmless Agreement: By way of my initials here and my full signature below, I hereby acknowledge that to the fullest extent of the law, agree to indemnify and hold harmless the City of Marine City ("City"), its elected and appointed officials, employees, and volunteers from any and all liability, claims, demands, costs, and judgments, related to bodily injury or property damage, including attorney's fees, that the City incurs as a result of acts or omissions of Applicant and/or its agents arising from this event.


Applicant Signature

4-21-2020
Date

DEPARTMENT ROUTING SHEET
(For Internal Use Only)

Department	Estimated Costs	Comments	Actual Costs
POLICE			
DPW	0		
FIRE	0		

Total Estimated Costs: \$ _____

CITY USE

\$25.00 Application Fee Received: N/A

Application reviewed / approved by the following departments:

Police Chief

DPW

Fire Chief

City Manager

[Signature]
Joseph Sankster (Kb)

Approved by the City Commission on:

Memo

To: Elaine Leven, City Manager
From: Megan Pearce, Finance Director/Treasurer
Date: 04/30/2020
Re: Expenditures

Listed below is the breakdown for total expenditures including payroll:

List of Disbursements: (4/10/2020-4/30/2020)	\$18,530.30
Active Employee Payroll: (4/16/2020)	\$41,683.85
Active Employee Payroll: (4/30/2020)	\$43,333.32
List of Encumbrances: (5/7/2020)	\$43,418.01
<i>Expenditure Total:</i>	<i>\$146,965.48</i>

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DB: Marine City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MARINE CITY
EXP CHECK RUN DATES 04/17/2020 - 04/30/2020
JOURNALIZED
PAID
DISBURSEMENTS 04/10/2020 - 04/30/2020

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Vendor Code	Vendor Name	
Invoice	Invoice Description	
GL Number	GL Description	Amount
B015	BLUE CROSS-BLUE SHIELD OF MICH	
STATEMENT	MTHLY HEALTH INS PREMIUM-007006050-0000	
	*5/1/20-5/31/20	
	SHOULD BE RECEIVING A CREDIT BACK FOR BAXENDALE APRIL & MAY	
	COVERAGE.	
101-215.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	648.68
101-253.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	561.20
101-301.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	2,975.84
101-441.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	1,933.81
202-450.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	322.30
203-450.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	483.45
592-543.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	373.10
592-547.000-718.001	MTHLY HEALTH INS PREMIUM-007006050-0000	663.18
		7,961.56
STATEMENT	MTHLY HEALTH INS PREMIUM-007006050-0001	
	*5/1/20-5/31/20	
736-000.000-723.000	MTHLY HEALTH INS PREMIUM-007006050-0001	8,262.37
	VENDOR TOTAL:	16,223.93
C252	COMCAST	
STATEMENT	HIGH-SPEED INTERNET/PHONE-PD	
	*375 S. PARKER ST.	
	4/20/20-5/19/20	
101-301.000-850.000	COMMUNICATIONS	253.23
STATEMENT	HIGH-SPEED INTERNET/PHONE-CITY OFFICES	
	*303 S. WATER ST.	
	4/19/20-5/18/20	
101-172.000-850.000	HIGH-SPEED INTERNET/PHONE-CITY OFFICES	34.44
101-257.000-850.000	HIGH-SPEED INTERNET/PHONE-CITY OFFICES	34.44
101-215.000-850.000	HIGH-SPEED INTERNET/PHONE-CITY OFFICES	34.44
101-253.000-850.000	HIGH-SPEED INTERNET/PHONE-CITY OFFICES	34.44
101-371.000-850.000	HIGH-SPEED INTERNET/PHONE-CITY OFFICES	34.44
592-543.000-850.000	HIGH-SPEED INTERNET/PHONE-CITY OFFICES	17.23
592-547.000-850.000	HIGH-SPEED INTERNET/PHONE-CITY OFFICES	17.23
		206.66

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Vendor Code	Vendor Name	
Invoice	Invoice Description	
GL Number	GL Description	Amount
STATEMENT	HIGH-SPEED INTERNET/PHONE-WW	
	*229 S. WATER ST.	
	4/21/20-5/20/20	
592-549.000-850.000	HIGH-SPEED INTERNET/PHONE-WW	151.47
VENDOR TOTAL:		611.36
V024	FLAGSHIP-VISA	
STATEMENT	THERMAL PAPER ROLLS-CASH RECEIPTS	
	*AMAZON	
101-265.000-755.000	OFFICE SUPPLIES	48.09
STATEMENT	15.6" THINKPAD E590 LAPTOP	
	*B&H PHOTO	
101-253.000-755.000	OFFICE SUPPLIES	858.98
STATEMENT	WATER/NAPKINS/FLATWARE/CUPS	
	*FOOD DEPOT	
	ELECTIONS	
101-262.000-909.000	MEALS	14.72
STATEMENT	LUNCH-ELECTION WORKERS TRAINING	
	*ROASTED	
	ELECTION WORKER TRAINING 3/7/20	
101-262.000-909.000	MEALS	45.00
STATEMENT	CHIPS/ HAND SANITIZER	
	*DOLLAR GENERAL	
	CHIPS FOR ELECTION WORKER MEALS	
	HAND SANITIZER-ELECTION SUPPLIES	
101-262.000-909.000	MEALS	9.75
101-262.000-752.000	SUPPLIES	8.48
		18.23
STATEMENT	SNADWICHES/PASTA SALAD	
	*NEIMAN'S CATERING	
	ELECTION MEAL- LUNCH (13) -3/10/2020	
101-262.000-909.000	MEALS	92.35

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Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Amount
STATEMENT	PIZZA	
	*JET'S	
101-262.000-909.000	ELECTION MEAL -DINNER-3/10/20 MEALS	52.36
STATEMENT	OFFICE SUPPLIES	
	*DOLLAR GENERAL	
101-265.000-755.000	CITY OFFICES TOILET PAPER/KLEENEX/BLEACH/DISH SOAP/HAND SOAP OFFICE SUPPLIES	66.57
STATEMENT	DIGITAL SUBSCRIPTION	
101-172.000-791.000	*TIMES HERALD SUBSCRIPTIONS AND PUBLICATIONS	9.99
STATEMENT	POS SWIPE TERMINAL CLEANING CARDS	
101-262.000-752.000	*AMAZON ELECTION SUPPLIES	6.50
STATEMENT	BANKERS BOXES	
101-215.000-755.000	*AMAZON CLERK-STORAGE OFFICE SUPPLIES	48.46
STATEMENT	HF SCIENTIFIC 10504 DISPENSER FREE CHLORINE	
592-548.000-934.000	*AMAZON 100 TESTS-WATER MAINTENANCE OTHER REPAIRS AND MAINTENANCE	71.94
STATEMENT	CLOROX BLEACH	
101-441.000-752.000	*DOLLAR GENERAL DPW SUPPLIES	13.30
STATEMENT	ZOOM VIDEO COMMUNICATIONS	
101-265.000-948.000	*ZOOM COMPUTER SERVICES	174.89

VENDOR TOTAL: 1,521.38

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DISBURSEMENTS 04/10/2020 - 04/30/2020

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Vendor Code	Vendor Name	
Invoice	Invoice Description	
GL Number	GL Description	Amount
USB20	U.S. BANK EQUIPMENT FINANCE	
411108483	COPIER LEASE PAYMENT	
	*CITY OFFICES	
	TOSHIBA ESTUDIO 5506ACT COPIER	
	S/N CHLF14551	
101-265.000-884.000	EQUIPMENT LEASE	173.63

VENDOR TOTAL: 173.63

TOTAL - ALL VENDORS: 18,530.30

FUND TOTALS

Fund 101 - GENERAL FUND	8,168.03
Fund 202 - MAJOR STREET FUND	322.30
Fund 203 - LOCAL STREET FUND	483.45
Fund 592 - WATER/SEWER FUND	1,294.15
Fund 736 - RETIREE HEALTH INS TRUST FUND	8,262.37

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MARINE CITY
EXP CHECK RUN DATES 05/07/2020 - 05/07/2020
JOURNALIZED
BOTH OPEN AND PAID
ENCUMBRANCES 5/7/2020

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Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Amount
V005	21ST CENTURY MEDIA-MICHIGAN	
1961235	PUBLICATIONS *BOARD OF REVIEW RUN DATES 3/4/20	
101-257.000-902.000	PUBLISHING	93.50
VENDOR TOTAL:		93.50
A023	AARON D ATKINSON	
STATEMENT 101-441.000-850.000	MONTHLY PHONE REIMBURSEMENT MONTHLY PHONE REIMBURSEMENT	35.00
VENDOR TOTAL:		35.00
A275	BRIAN ATHERTON	
STATEMENT 101-441.000-850.000	MONTHLY PHONE REIMBURSEMENT MONTHLY PHONE REIMBURSEMENT	35.00
VENDOR TOTAL:		35.00
C252	COMCAST	
STATEMENT 592-546.000-850.000	PHONE SERVICE-KING RD PUMP STATION *6160 KING ROAD 5/1/20-5/30/20 PHONE SERVICE-KING RD PUMP STATION	69.43
STATEMENT 592-546.000-850.000	PHONE SERVICE-S BELLE RIVER PUMP STN *304 S BELLE RIVER 5/1/20-5/30/20 PHONE SERVICE-S BELLE RIVER PUMP STN	69.43
STATEMENT 101-790.000-850.000	MONTHLY PHONE SERVICE-LIBRARY *300 S. PARKER ST. 5/7/20-6/6/20 MONTHLY PHONE SERVICE-LIBRARY	108.77
STATEMENT 101-804.000-850.000	HIGH-SPEED INTERNET/PHONE-MUSEUM *405 S. MAIN ST 5/6/20-6/5/20 HIGH-SPEED INTERNET/PHONE-MUSEUM	121.40

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BOTH OPEN AND PAID
ENCUMBRANCES 5/7/2020

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Vendor Code	Vendor Name		
Invoice	Invoice Description		
GL Number	GL Description		Amount
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STATEMENT	HIGH-SPEED INTERNET/PHONE-WWTP		
	*1696 S. PARKER ST.		
	5/4/20-6/3/20		
592-545.000-850.000	HIGH-SPEED INTERNET/PHONE-WWTP		191.51
			<hr/>
VENDOR TOTAL:			560.54
<hr/>			
C350	COMCAST BUSINESS		
99676854	BUSINESS VOICE EDGE		
	*4/15/20-5/14/20		
101-172.000-850.000	BUSINESS VOICE EDGE		35.08
101-257.000-850.000	BUSINESS VOICE EDGE		35.08
101-215.000-850.000	BUSINESS VOICE EDGE		35.08
101-253.000-850.000	BUSINESS VOICE EDGE		35.08
101-371.000-850.000	BUSINESS VOICE EDGE		35.08
592-543.000-850.000	BUSINESS VOICE EDGE		17.53
592-547.000-850.000	BUSINESS VOICE EDGE		17.53
101-441.000-850.000	BUSINESS VOICE EDGE		92.75
101-301.000-850.000	BUSINESS VOICE EDGE		128.74
592-549.000-850.000	BUSINESS VOICE EDGE		43.92
			<hr/>
			475.87
			<hr/>
VENDOR TOTAL:			475.87
<hr/>			
C022	COTTRELLVILLE TOWNSHIP		
STATEMENT	MARINE CITY QUARTERLY SEWER		
	*SERVICE PERIOD		
	1/1/2020-3/31/2020		
592-543.000-802.000	MARINE CITY QUARTERLY SEWER		2,350.00
			<hr/>
VENDOR TOTAL:			2,350.00
<hr/>			
D161	DANIEL BAXENDALE II		
STATEMENT	MONTHLY PHONE REIMBURSEMENT		
101-301.000-850.000	MONTHLY PHONE REIMBURSEMENT		35.00
			<hr/>
VENDOR TOTAL:			35.00
<hr/>			
D80	DANIEL DEGUEISIPPE		
STATEMENT	MONTHLY PHONE REIMBURSEMENT		

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EXP CHECK RUN DATES 05/07/2020 - 05/07/2020
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Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Amount
101-441.000-850.000	MONTHLY PHONE REIMBURSEMENT	35.00
VENDOR TOTAL:		35.00
D105	DASH	
INV1195101	HI-RISK NITRILE GLOVES *POLICE DEPT	
101-301.000-752.000	SUPPLIES	64.90
VENDOR TOTAL:		64.90
E010	ELAINE LEVEN	
STATEMENT 101-172.000-850.000	MONTHLY PHONE REIMBURSEMENT MONTHLY PHONE REIMBURSEMENT	40.00
VENDOR TOTAL:		40.00
E082	ELECTION SOURCE	
19-48402	TABULATORS & VAT TESTING-MARCH 10, 2020 PRIMARY *FULL SERVICE TESTING FOR ICP \$260.00 ADDITIONAL BALLOT STYLE TESTING ICP (5) \$675.00 FULL SERVICE TESTING ICX ADA SYSTEM \$180.00 ADDITIONAL BALLOT STYLE TESTING ICX ADA (5) \$600.00 PREPRINTED TEST DECKS (6) \$735.30	
101-262.000-802.000	TABULATORS & VAT TESTING-3/10/2020	2,450.30
VENDOR TOTAL:		2,450.30
E036	ENVIRONMENTAL RES ASSOCIATES	
933083	POTABLEWATR COLIFORM MICROBE/INORGANICS *WATER PLANT	
592-549.000-762.000	WATER MONITORING LAB SUPPLY	585.27
VENDOR TOTAL:		585.27
B017	FOSTER BLUE WATER OIL LLC	
1330438	VP STREET LEGALSB 10W30 55/1/MULTIPLEX 35/1 *WWTP	

04/30/2020 01:32 PM
User: MPEARCE
DB: Marine City

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF MARINE CITY
EXP CHECK RUN DATES 05/07/2020 - 05/07/2020
JOURNALIZED
BOTH OPEN AND PAID
ENCUMBRANCES 5/7/2020

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Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Amount
592-545.000-934.000	OTHER REPAIRS AND MAINTENANCE	658.60
VENDOR TOTAL:		658.60
G107	GENERAL PRINTING LLC	
2181	WHITE PERFORATED PAPER FOR TAX BILLS *3,500 @ \$0.049	
101-253.000-900.000	PRINTING	171.50
VENDOR TOTAL:		171.50
I100	ISLAND TECH SERVICES	
34360	BODY CAMERA/ WARRANTY/MOUNT/MULTIDOCK/CLOUD STORAGE *POLICE DEPT. SIX GETAC BODY CAMERAS AT A COST OF \$5449.72 AND \$1800 PER YEAR FOR CLOUD STORAGE FOR BOTH BODY CAMERA AND IN CAR CAMERA. APPROVED AT CITY COMMISSION MEETING 2/21/19.	
101-301.000-985.000	CAPITAL OUTLAY-EQUIPMENT	5,449.72
36591	GETAC MOLLE MOUNT/CHEST MOUNT *POLICE DEPT.	
101-301.000-985.000	CAPITAL OUTLAY-EQUIPMENT	72.04
VENDOR TOTAL:		5,521.76
J032	JAMES D HEASLIP	
STATEMENT	MONTHLY PHONE REIMBURSEMENT	
101-301.000-850.000	MONTHLY PHONE REIMBURSEMENT	65.00
VENDOR TOTAL:		65.00
V023	JAMES R VANDERMEULEN	
STATEMENT	MONTHLY PHONE REIMBURSEMENT	
101-301.000-850.000	MONTHLY PHONE REIMBURSEMENT	35.00
VENDOR TOTAL:		35.00
P008	KENNETH PHELPS SERVICE	
STATEMENT	LUBE,OIL & FILTER *2018 FORD INTERCEPTOR	
101-301.000-932.000	VEHICLE REPAIRS & MAINTENANCE	72.00

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Vendor Code	Vendor Name	Amount
Invoice	Invoice Description	
GL Number	GL Description	
STATEMENT	MONTHLY CHECKS-MARCH 2020	
101-301.000-932.000	VEHICLE REPAIRS & MAINTENANCE	45.00
VENDOR TOTAL:		117.00
K075	KRISTEN BAXTER	
STATEMENT	MONTHLY PHONE REIMBURSEMENT	
101-215.000-850.000	MONTHLY PHONE REIMBURSEMENT	40.00
VENDOR TOTAL:		40.00
L101	LEAF	
10556324	COPIER LEASE PAYMENT-PD	
101-301.000-884.000	*KYOCERA ECOSYS M6535CIDN EQUIPMENT LEASE	62.33
VENDOR TOTAL:		62.33
M516	MEGAN PEARCE	
STATEMENT	MONTHLY PHONE REIMBURSEMENT	
101-253.000-850.000	MONTHLY PHONE REIMBURSEMENT	40.00
VENDOR TOTAL:		40.00
I007	MICHAEL P ITRICH	
STATEMENT	MONTHLY PHONE REIMBURSEMENT	
101-441.000-850.000	MONTHLY PHONE REIMBURSEMENT	65.00
VENDOR TOTAL:		65.00
O004	OAKLAND COUNTY	
CLM0011199	CLEMIS MEMBERSHIP FEES	
	*APRIL-JUNE 2020	
101-301.000-802.000	CONTRACTUAL SERVICES-USAGE FEE	928.00
101-301.000-802.000	CONTRACTUAL SERVICES-PARTICIPATION FEE	460.50
101-301.000-802.000	CONTRACTUAL SERVICES-LIVESCAN	399.75
		1,788.25
VENDOR TOTAL:		1,788.25

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Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Amount
P145	PLUNKETT & COONEY	
10756245	EMPLOYMENT CONSULTING *FILE#00560-92764 THRU DATE: 03/31/20 1.8 HRS @ \$250.00 = \$450.00	
101-266.000-801.000	PROFESSIONAL SERVICES	450.00
VENDOR TOTAL:		450.00
Q100	QUADIENT FINANCE USA, INC.	
STATEMENT	PREPAID POSTAGE *NEOPOST IS NOW QUADIENT	
101-000.000-123.200	PREPAID POSTAGE	4,000.00
VENDOR TOTAL:		4,000.00
Q101	QUADIENT LEASING USA, INC.	
N8265231	POSTAGE METER/INSERTER LEASE PAYMENT *2/17/20-5/16/20	
101-265.000-884.000	EQUIPMENT LEASE	818.67
VENDOR TOTAL:		818.67
R012	RAYMOND JAMES & ASSOCIATES	
STATEMENT	EMPLOYER RETIREMENT CONTRIBUTION	
101-270.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION	12,361.25
202-450.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION	660.42
203-450.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION	1,195.00
209-000.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION	329.58
592-543.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION	2,472.50
592-547.000-717.001	EMPLOYER RETIREMENT CONTRIBUTION	3,585.00
		20,603.75
VENDOR TOTAL:		20,603.75
S021	ST CLAIR CO ROAD COMMISSION	
512735	TRAFFIC FLASHER @ KING & PLANK PE 3/31/20 *PERIOD ENDING 3/31/2020	
202-456.000-802.000	CONTRACTUAL SERVICES	3.27

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Vendor Code	Vendor Name		
Invoice	Invoice Description		
GL Number	GL Description		Amount
VENDOR TOTAL:			3.27
S038	STATE OF MICHIGAN		
551561021	SEX OFFENDER REGISTRY		
101-000.000-228.630	DUE TO STATE-SEX OFFENDER REG.		90.00
VENDOR TOTAL:			90.00
T009	THE CLEANING CREW II LLC		
506	CLEANING SERVICES		
	*POLICE		
	MARCH 1,8,15,22 & 29, 2020		
	CITY OFFICES		
	MARCH 8,15 & 19, 2020		
	PUT HOLD ON CLEANING SERVICES UNTIL FURTHER NOTICE		
101-265.000-802.000	CITY OFFICES-CONTRACTUAL SERVICES		150.00
101-301.000-802.000	POLICE DEPARTMENT-CONTRACTUAL SERVICES		250.00
			400.00
VENDOR TOTAL:			400.00
T016	TRACY KALLEK		
STATEMENT	MONTHLY PHONE REIMBURSEMENT		
101-371.000-850.000	MONTHLY PHONE REIMBURSEMENT		40.00
STATEMENT	BUILDING INSPECTIONS		
	*PB190002 02-285-0016-000 241 HURON LANE \$150.00		
101-371.000-802.000	BUILDING INSPECTIONS		112.50
STATEMENT	BUILDING INSPECTIONS		
	*PB190003 02-285-0017-000 251 HURON LANE \$125.00		
101-371.000-802.000	CONTRACTUAL SERVICES		93.75
STATEMENT	BUILDING INSPECTIONS		
	*PB190004 02-285-0018-000 261 HURON LANE \$125.00		
101-371.000-802.000	BUILDING INSPECTIONS		93.75
STATEMENT	BUILDING INSPECTIONS		
	*PB190005 02-285-0013-000 211 HURON LANE \$125.00		
101-371.000-802.000	BUILDING INSPECTIONS		93.75

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Vendor Code	Vendor Name			
Invoice	Invoice Description			
GL Number	GL Description			Amount
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190006 02-285-0014-000 221 HURON LANE \$125.00 CONTRACTUAL SERVICES			93.75
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190007 02-285-0015-000 231 HURON LANE \$125.00 BUILDING INSPECTIONS			93.75
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190009 02-285-0012-000 1000 CHANNEL DR. \$125.00 BUILDING INSPECTIONS			93.75
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190010 02-285-0011-000 1020 CHANNEL DR. \$125.00 CONTRACTUAL SERVICES			93.75
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190011 02-285-0010-000 1030 CHANNEL DR. \$125.00 CONTRACTUAL SERVICES			93.75
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190012 02-285-0025-000 210 MICHIGAN DR. \$125.00 BUILDING INSPECTIONS			93.75
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190013 02-285-0026-000 220 MICHIGAN DR \$125.00 BUILDING INSPECTIONS			93.75
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190014 02-285-0027-000 230 MICHIGAN DR. \$125.00 BUILDING INSPECTIONS			93.75
STATEMENT	BUILDING INSPECTIONS			
101-371.000-802.000	*PB190084 02-285-0053-000 250 ERIE ST. \$ 125.00 BUILDING INSPECTIONS			93.75

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Vendor Code Invoice GL Number	Vendor Name Invoice Description GL Description	Amount
STATEMENT	BUILDING INSPECTIONS	
101-371.000-802.000	*PB190085 02-285-0052-000 260 ERIE ST. \$ 125.00 BUILDING INSPECTIONS	93.75
STATEMENT	BUILDING INSPECTIONS	
101-371.000-802.000	*PB190086 02-285-0019-000 211 MICHIGAN DR. \$125.00 CONTRACTUAL SERVICES	93.75
STATEMENT	BUILDING INSPECTIONS	
101-371.000-802.000	*PB190087 02-285-0020-000 221 MICHIGAN DR. \$125.00 CONTRACTUAL SERVICES	93.75
STATEMENT	BUILDING INSPECTIONS	
101-371.000-802.000	*PB200010 02-475-0149-000 304 S. MAIN ST. \$225.00 CONTRACTUAL SERVICES	168.75
VENDOR TOTAL:		1,727.50
TOTAL - ALL VENDORS:		43,418.01
FUND TOTALS		
Fund 101 - GENERAL FUND		31,169.02
Fund 202 - MAJOR STREET FUND		663.69
Fund 203 - LOCAL STREET FUND		1,195.00
Fund 209 - CEMETERY FUND		329.58
Fund 592 - WATER/SEWER FUND		10,060.72

CITY OF MARINE CITY

FISCAL YEAR 2020 – 2021 BUDGET SCHEDULE

PROPOSED AMENDED SCHEDULE

<u>Date</u>	<u>Activity</u>
Thursday, January 16	City Commission to approve budget schedule
Monday, January 20	Budget information packets distributed to department heads
Week of February 3	Capital improvement plan review with Department Heads and City Manager
Monday, February 17	Department budgets due to City Manager
Week of March 2	Budget review with Department Heads and City Manager
Week of March 9	Budget workbooks and proposed fee schedule delivered to City Commission <i>NOTE: A recommended budget must be provided to City Commission on or before the first regular meeting in April</i>
Tuesday March 24 Thursday March 26 Monday, May 11- Wednesday, May 13	Budget workshop dates (6-8 7-9 PM)
Thursday, April 23 Thursday, May 7	Publication of notice for public hearing <i>NOTE: Notice must be published at least one week in advance of the hearing</i>
Thursday, May 7 Thursday, May 21	Public hearing on proposed budget Adoption of Budget <i>NOTE: Budget must be approved in May per Charter</i>



CITY OF MARINE CITY

303 S. Water Street
MARINE CITY, MICHIGAN 48039
(810) 765-8846 • Fax (810) 765-4010

April 30, 2020

Dear Honorable Mayor & Commissioners:

RE: Water Plant Consolidation Feasibility Study & GIS Data Development

I conducted a review of the recently received invoices from Wade Trim for the above mentioned projects.

At the June 20, 2019 meeting there was discussion on the grant award from SEMCOG in the amount of \$45,000 for the Water Plant Consolidation Feasibility Study. At the December 5, 2019 meeting there was discussion on the grant award from SEMCOG in the amount of \$16,600 for the GIS Data Development project.

Prior to today, three invoices have been submitted to the commission and approved for payment. These are all for professional services rendered for the Water Plant Consolidation Feasibility Study. The invoices total \$22,500 (Check #14726 for \$4,500 paid out on 1/16/20; Check #14745 for \$2,250 paid out on 1/17/20; Check #14910 for \$15,750 paid out on 3/5/20). There have not been any payments made in regards to the GIS Data Development, although work has been started on this project and invoices are pending.

I have been able to conclude that there was discussion at these above referenced meetings on retaining Wade Trim for these projects, but I have not been able to determine that the proposals for the work were presented to the commission. Even though the Water Plant Consolidation Feasibility Study was awarded a \$45,000 grant, the City will take on a local match of \$8,167.50. The remaining \$36,832.50 will be reimbursed through Federal Funds. Part of the costs associated with the \$8,167.50 were noted on two of the three invoices in the disbursement/encumbrance reports. I received an email this week from SEMCOG detailing that \$18,416.26 of the \$36,832.50 is being deposited.

The entire cost of the GIS Data Development project (\$16,600) will be reimbursed in its entirety at a later date.

I reached out to City Manager Leven with these findings. There was uncertainty as to whether the actual proposals needed to be presented to commission seeing as Wade Trim has been recognized on record as our contracted engineer for professional services. I then consulted with Attorney Davis in regards to my concerns, and he is suggesting that we ratify the vote for both of these projects.

Thank you for your time in reviewing this matter. I'm certain a consensus will be reached in regards to the handling of contracts with Wade Trim moving forward. If you have any questions, please contact me at (810) 676-5256.

Respectfully,

Megan A. Pearce

Megan A. Pearce
Finance Director/Treasurer
City of Marine City



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrtrim.com

COPY

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrtrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Elaine Leven
City Manager
City of Marine City
303 South Water Street
Marine City, MI 48039

ENTERED

JAN 08 2020

Invoice: 2016340
Invoice Date: 11/20/2019
Project: MRN200301T
Project Name: Water Plant Cons. Feasibility

For Professional Services Rendered For 9/28/2019 Through 11/1/2019

Water Plant Consolidation Feasibility Study

Fee	% Complete	Billings		
		To Date	Previous	Current
45,000.00	10.00	4,500.00	0.00	4,500.00
Current Billings				4,500.00
Amount Due This Bill				4,500.00

Post Date 11/01/19
(9/28/19 - 11/01/19)

Note: City will be reimbursed by SEMCOG
\$3,683.25 thru grant funds. Water
feasibility study, City's responsibility is \$816.75

Is this being paid
through grant funds?

yes

I have not received grant
money, 2/11 to EL re: process
1/9/19

01/08 - 41m reimb. invoice
to SEMCOG - invoice is
in A/R cabinet.

MP to decide what acct
to take funds out of / put
grant monies back in.

OK
MI
Using Rental
to serve
Water
542-888-152.000
950.000.152.000



25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

COPY

PD
CK# 14745
1-17-20

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

Attention: Elaine Leven
City Manager
City of Marine City
303 South Water Street
Marine City, MI 48039

Invoice : 2016759
Invoice Date : 12/19/2019
Project : MRN200301T
Project Name : Water Plant Cons. Feasibility

For Professional Services Rendered For 11/2/2019 Through 11/29/2019

Water Plant Consolidation Feasibility Study

ENTERED
JAN 19 2020

Billings				
Fee	% Complete	To Date	Previous	Current
45,000.00	15.00	6,750.00	4,500.00	2,250.00

Current Billings 2,250.00
Amount Due This Bill 2,250.00

Outstanding Receivables	Invoice Number	Date	Amount	Balance Due
	2016340	11/20/2019	4,500.00	<u>4,500.00</u> 4,500.00

Post-Date 11/2/19
(11/2/19 - 11/29/19)
Water plant consolidation
feasibility study
City will be reimbursed by
Semcoq \$1,841.63 thru grant Wnds.
City's responsibility is \$408.38
Using ready to serve - water
Submitted invoice to SEMCOG 1/14/2020

592,000.00 - 152,000.00 -

\$2250.00



**WADE
TRIM**

25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

COPY

PD
OK # 14910
3-5-20

INVOICE

Terms: Net 30 Days
1.5% Per Month After 30 Days
18% Annual Rate

ACH payments accepted. Send inquiries to remit@wadetrim.com

Remit Payment To: Wade Trim, 25251 Northline Road, Taylor, MI 48180

ENTERED
FEB 19 2020

Attention: Elaine Leven
City Manager
City of Marine City
303 South Water Street
Marine City, MI 48039

Invoice : 2017131
Invoice Date : 2/10/2020
Project : MRN200301T
Project Name : Water Plant Cons. Feasibility

For Professional Services Rendered For 11/2/2019 Through 1/31/2020

Water Plant Consolidation Feasibility Study

Fee	% Complete	Billings		
		To Date	Previous	Current
45,000.00	50.00	22,500.00	6,750.00	15,750.00

Current Billings 15,750.00
Amount Due This Bill 15,750.00 ✓

POST Date 2/10/20
(Professional Services 11/2/19 - 1/31/20)

592,000.00 152,000

\$ 15,750.00

[Handwritten signature]

PASS THROUGH AGREEMENT BETWEEN
CITY OF MARINE CITY AND
SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into this 5th day of August 2019 by and between CITY OF MARINE CITY (here in after, together with its assignees and successors in interest, called the "GRANT RECIPIENT") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract **2018-0009**, between SEMCOG and the Michigan Department of Transportation are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2018-0009**, the prime contract prevails.

WITNESSETH:

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the GRANT RECIPIENT;

NOW, THEREFORE, SEMCOG and GRANT RECIPIENT agree that:

GRANT RECIPIENT WILL:

1. GRANT SPECIFICATIONS

- a. The grant award was developed in response to SEMCOG's Planning Assistance Program and approved by the Regional Review Committee.
- b. **SCOPE OF WORK:** GRANT RECIPIENT shall do, perform and complete in a satisfactory manner, as determined by SEMCOG, the work described in the narrative and budget described in Section 27 of this agreement.
- c. **MODIFICATIONS:** Unless prior written approval of SEMCOG is obtained, the GRANT RECIPIENT may not modify or change the proposal, timeline, or budget.
- d. **METRICS and DELIVERABLES:** GRANT RECIPIENT is responsible for the metrics and deliverables proposed in their narrative.

2. ACCOUNTS AND RECORDS

- a. GRANT RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. GRANT RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to the

allowable expenses or any other issue under this Agreement, GRANT RECIPIENT will 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.

- c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, GRANT RECIPIENT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

3. AUDIT OF ACCOUNTS AND RECORDS

- a. The GRANT RECIPIENT will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. Audit and Inspection. The GRANT RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. Grant recipients expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Grant recipients expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).
 - iii. Grant recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
 - iv. Grant recipients will also comply with applicable state laws and regulations relative to audit requirements.

- v. Grant recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
- vi. All grant recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

4. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished based on the approved grant award narrative and budget. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

GRANT RECIPIENT agrees that the costs reported to SEMCOG for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. GRANT RECIPIENT also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

5. FINAL REPORT

Submit a final performance report covering the grant award accomplishments not later than ninety (90) days following the end of the grant award time period.

6. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, GRANT RECIPIENT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies provided to GRANT RECIPIENT in connection with GRANT RECIPIENT performance under this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of GRANT RECIPIENT performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of GRANT RECIPIENT or its GRANT RECIPIENTS or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that GRANT RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

GRANT RECIPIENT will provide, at grant award cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the GRANT RECIPIENT operations under this Agreement.

7. APPRAISAL OF GRANT AWARD

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the narrative and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each portion of the narrative that, in total or in part, are financed with funds from FHWA, or the FTA.

8. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise GRANT RECIPIENT in the performance of its transportation planning responsibilities as provided herein.

9. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

10. REIMBURSABLE COSTS

Reimburse GRANT RECIPIENT for costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87. Reimbursements will be based on actual costs.

11. REIMBURSEMENT TO GRANT RECIPIENT FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the GRANT RECIPIENT shall be made within (10) days of the receipt of payment from the State of Michigan.

12. AUDIT

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

Within sixty (60) days after the date of the Notice of Audit Results, GRANT RECIPIENT will (a) respond in writing to SEMCOG 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 MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, GRANT RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. GRANT RECIPIENT 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 SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT and SEMCOG will 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 SEMCOG determines that an overpayment has been made to GRANT RECIPIENT, GRANT RECIPIENT will repay that amount to SEMCOG or reach agreement with SEMCOG on a repayment schedule within thirty (30) days after the date of an invoice. If GRANT RECIPIENT fails to repay the overpayment or reach agreement with SEMCOG on a repayment schedule within the thirty (30) day period, GRANT RECIPIENT agrees that SEMCOG will deduct all or a portion of the overpayment from any funds then or thereafter payable by SEMCOG, to GRANT RECIPIENT under this Agreement or any other agreement or payable to GRANT RECIPIENT under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayments 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 SEMCOG and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. GRANT RECIPIENT 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 SEMCOG's decision only as to any item of expense the disallowance of which was disputed by GRANT RECIPIENT in a timely filed RESPONSE.

13. PROMPT PAYMENT

GRANT RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment GRANT RECIPIENT receives from SEMCOG. This requirement is also applicable to all sub-tier GRANT RECIPIENTs and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a GRANT RECIPIENT against the SEMCOG or MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE GRANT RECIPIENTs.

GRANT RECIPIENT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE GRANT RECIPIENT payments to MDOT semi-annually in the format set forth in Appendix D, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

14. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the GRANT RECIPIENT.

15. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

16. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

GRANT RECIPIENT will comply with and will require any contractor or GRANT RECIPIENT to comply with the following:

- a. In connection with the performance of the Agreement, GRANT RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, GRANT RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.
- c. GRANT RECIPIENT will carry out the applicable requirements of the MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing GRANT RECIPIENT to operate under the provisions of its own MDOT-approved DBE program.
- d. GRANT RECIPIENT will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.
- e. GRANT RECIPIENT further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

17. REPORT LANGUAGE

All reports published by GRANT RECIPIENT will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party.) This _____ (reports) does not constitute a standard, specification, or regulation."

18. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in GRANT RECIPIENT with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

19. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of GRANT RECIPIENT. GRANT RECIPIENT will obtain the written approval of the MDOT prior to submitting applications in the name of GRANT RECIPIENT for copyrights or patents on any papers, reports, forms, or other materials that are a part of the GRANT RECIPIENT work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by GRANT RECIPIENT with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, GRANT RECIPIENT, in performance of this Agreement, will not enter into a contract with a GRANT RECIPIENT, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of GRANT RECIPIENT or the name of a GRANT RECIPIENT, manufacturer, or supplier utilized by GRANT RECIPIENT in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

21. INDIVIDUALS WITH DISABILITIES

GRANT RECIPIENT agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will, solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

22. CERTIFICATION

GRANT RECIPIENT signature on this Agreement constitutes GRANT RECIPIENT certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to GRANT RECIPIENT (referred to in Appendix A as "the prospective primary participant").

GRANT RECIPIENT is responsible for obtaining the same certification from all GRANT RECIPIENTS under this Agreement by inserting the following paragraph in all subcontracts:

"The GRANT RECIPIENT's signature on this Agreement constitutes the GRANT RECIPIENT's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all GRANT RECIPIENTS, testing laboratories, and other lower tier participants with which GRANT RECIPIENT enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

23. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve GRANT RECIPIENT of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of GRANT RECIPIENT performance but are undertaken for the sole use and information of SEMCOG and MDOT.

24. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed in accordance with the following:

a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give GRANT RECIPIENT written notice of such termination thirty (30) days prior to the date of such termination, and GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time

of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of services exceed the amount GRANT RECIPIENT would have received had the services been completed.

b. Termination for Cause:

In the event GRANT RECIPIENT fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed as follows:

GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished based upon the grant award narrative and budget up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of the services exceed the amount GRANT RECIPIENT would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by GRANT RECIPIENT, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to GRANT RECIPIENT under this Agreement, as well as any other existing or future contracts or agreements between GRANT RECIPIENT and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the GRANT RECIPIENT. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold GRANT RECIPIENT responsible for any damages or excess costs occasioned thereby.

25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement, GRANT RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

GRANT RECIPIENT shall require any GRANT RECIPIENTS to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

GRANT RECIPIENT shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. GRANT RECIPIENT shall also notify MDOT and SEMCOG if it becomes aware of any person's intent

to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement.

26. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 07/01/19 through 06/30/20 for amount not to exceed \$45,000 as budgeted in the 2019-2020 Unified Work Program. Reimbursements will be based on actual costs.

Pass-Through Grant Recipient Information:

	Total Funds	Federal Funds	Local Match
FHWA PL 112 Funds CFDA #20.205	\$45,000	\$36,832.50	\$8,167.50

Federal Award: July 1, 2019

Federal Award Identification Number (FAIN):

SEMCOG Grant: Consolidated Planning Grant (CPG20)

SEMCOG Project: Local & Public Capacity Billing (20314)

This agreement hereby certifies and guarantees that the local match of **\$8,167.50** for the Multi-Community Planning Grant award of **\$45,000** from the SEMCOG Planning Assistance Program, which is funded in the 2019-2020 Unified Work Program for Southeast Michigan, has been properly appropriated and provided by **CITY OF MARINE CITY**

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter named authority in accordance with the 2019-2020 Unified Work Program. These are not R&D funds.

27. NARRATIVE AND BUDGET

Grant Recipient: **City of Marine City**

Project Name: **Water Plant Consolidation Feasibility Study**

Narrative

Under this project, the City of Marine City, in partnership with the Charter Township of East China, will conduct a feasibility study for combining water treatment plant operations between the neighboring communities of Marine City and the Charter Township of East China. The study would include a comprehensive infrastructure analysis of the water systems in both communities, focusing on underground infrastructure and facility capabilities.

Through the hiring of a consultant, this study will provide an accurate assessment in determining the practicality of combining water treatment plant operations, including a comprehensive infrastructure analysis of the water systems in both Marine City and Charter Township of East China, focusing on underground infrastructure and facility capabilities. Based on the recommendations of the consultant, the City will be able to construct a financial plan regarding the implementation of potential actions.

Budget

Hire a consultant to develop a feasibility study:	\$45,000
• Update existing Marine City water model and confirm accuracy	
• Forecast current and future water system demands	
• Compare current and future water system demands with capacity of the water treatment plant	
• Identify any capital improvements that may be needed	
• Complete a cost/benefit analysis	
• Identify next steps	
TOTAL	\$45,000

28. AWARD

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of GRANT RECIPIENT and SEMCOG and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of GRANT RECIPIENT, a certified copy of which resolution will be sent to SEMCOG with this Agreement, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

By: Kate Fornalio
Title: Executive Director

CITY OF MARINE CITY

By: Elaine Leven Elaine Leven
Jul 15 2019 2:34 PM
Title: City Manager
02-827-9081
Entity Identifier (DUNS#)

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

In accordance with Public act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

Furthermore, on any federally-assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D—Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employments; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each GRANT RECIPIENT, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any GRANT RECIPIENT on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, GRANT RECIPIENT, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.
9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or GRANT RECIPIENT shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.
10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each GRANT RECIPIENT or supplier.

Application:

1. On any federally assisted contract, the contractor and GRANT RECIPIENT agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
 - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;
 - ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
 - iii) referring the case to the appropriate federal agency for legal proceedings.

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

Furthermore, on any federally assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), and Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act).

2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of GRANT RECIPIENTS, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential GRANT RECIPIENT or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department of Federal Highway Administration in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the Federal Highway Administration, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the 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 from a GRANT RECIPIENT or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised March 2010

(Revised October 1, 2005)

APPENDIX C

Assurances 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 GRANT RECIPIENT) must include the following assurance:

The contractor, subrecipient or GRANT RECIPIENT 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.

Appendix D

Prime Consultant Statement of DBE Sub-Consultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT		<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.			CONTRACT NO.	
BILLING PERIOD:				Check if Final Payment <input type="checkbox"/>		JOB NO.		
CERTIFIED DBE SUBCONSUL TANT	SERVICES WORK PERFORMED	TOTAL CONTRA CT AMOUN T	CUMULAT IVE DOLLAR VALUE OF SERVICES COMPLET ED	DEDUCTI ONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORI ZED SIGNATU RE (Final Payment Report Only)	DATE

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate

PRIME CONSULTANTS AUTHORIZED REPRESENTATIVE (signature)	TITLE	DATE/MDO
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COMMENTS:

SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the GRANT RECIPIENT for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
PO Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free 1-866-DBE-1264

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters – Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal 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: violation of
 - c. federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989



December 2, 2019

Michelle Leppek
Wade Trim on behalf of Marine City

via email

Dear Ms. Leppek,

Congratulations! SEMCOG is pleased to award \$16,600 as part of the Southeast Michigan Infrastructure Asset Management Program.

We received close to 60 applications with total funding request of \$6.7 million. Funding has been awarded to agencies that own publicly-owned underground infrastructure data along Federal-Aid-eligible roads (no local road funding) in order of the following priorities:

1. Prepare and provide existing data to SEMCOG.
2. Digitize as-built plans/constructions plans, etc.
3. GPS field verification of existing digitization.

The following work is approved through this funding award consistent with your application:

- Provide existing sanitary sewer collection data in the SEMCOG data schema format. Up to 6 hours will be reimbursed at \$100/hr for submitting existing data. The remainder of funding to be used to digitize water distribution and stormwater collection data into the SEMCOG data schema format and submit with existing data. Because the funding award is less than what was requested on the application, please communicate with Kelly Karll or Rachael Barlock on the level of effort and data that is feasible to complete through this project.

All work associated with this funding award must be completed and submitted to SEMCOG no later than June 30, 2020 with final invoices due by July 10, 2020.

Though we were not able to fully fund every request, every applicant is receiving funding assistance to help build the regional asset database and further enhance local programs. Maximum award in the program is \$30,000. The data will provide a foundation for enhancing infrastructure coordination and developing an underground infrastructure needs assessment complementary to the region's transportation asset management program.

All data should be submitted through the [SEMCOG Infrastructure Asset Management Portal](#).

Refer to the attached Funding Award Frequently Asked Questions (FAQ) for additional instructions. If you have any questions regarding the award, please contact Kelly Karll at (313) 324-3375 or karll@semcog.org.

Thank you and congratulations.

Kathleen Lomako
Executive Director, SEMCOG

Southeast Michigan Infrastructure Asset Management Project Funding Awards

Frequency Asked Questions (FAQ)

Overview

What is the Southeast Michigan Infrastructure Asset Management Program?

The Southeast Michigan Infrastructure Asset Management Program is an effort to develop an understanding of infrastructure, condition, investment needs across below ground drinking water, wastewater and stormwater infrastructure, as well as encourage regional coordination of project planning between private and public organizations in the 7-county region. It involves collecting data on these 3 piping systems within the region for the purpose of creating a needs assessment. SEMCOG is working closely with the Michigan Infrastructure Council, the Water Asset Management Council and the Transportation Asset Management Council and will provide a summary of information to them in an effort to define the need for investment in our underground infrastructure. This new program for water infrastructure will work towards a number of goals for the region, including:

- Understand the overall condition of infrastructure assets;
- Strengthen coordination on infrastructure projects to improve cost efficiencies and reduce inconvenience to the public;
- Share best practices for asset management programs;
- Develop a clearinghouse to summarize regional infrastructure condition and needs; and
- Communicate region-wide priorities at the state level.

This program encourages a culture of regional coordination in project planning for both road projects and underground infrastructure projects. By collecting data on water infrastructure systems, we can develop an underground infrastructure needs assessment complementary to the region's transportation asset management program.

What if I did not receive the funding I requested?

If you did not receive the funding amount requested, please contact Rachael Barlock (barlock@semcog.org) or Kelly Karll (karll@semcog.org) to clarify the following:

- Confirm your acceptance of the funding award and
- Clarify the level of effort and data collection that will be completed with the indicated funding award.

What is the reimbursement process?

This program reflects data acquisition and local agencies will be reimbursed for expenses associated with collecting and providing/uploading asset data into the Program Portal. A formal bidding process is not required through SEMCOG. The reimbursement process is described as follows:

Community invoice must be sent to accountspayable@semcog.org or SEMCOG, address, attention Accounts Payable referencing Purchase Order # 49. Invoice descriptions must be labeled as Water Infrastructure Data Acquisition. The invoice amount should reflect only one lump sum of the total amount awarded. Note that no staff time, hourly rates, overhead, etc. are necessary. Invoices must detail what infrastructure data has been provided in the portal: drinking water, sanitary sewer, and/or stormwater data.

Please complete all work and upload the data through the portal prior to invoicing. Please only submit one invoice (agency or consultant). The invoice will be paid after existing and new water infrastructure asset data is uploaded to the Program Portal consistent with the SEMCOG data schema and the agreed upon work.

What is the timing for project completion?

All work must be completed by June 30, 2020. Final invoice is due by July 10, 2020. Please convert existing asset data and collect new data prior to uploading to the SEMCOG Program Portal. You may set up your account and review/sign the data sharing agreement at any time. Please do not do multiple uploads of the same type of water infrastructure data. For example, if you are collecting additional drinking water data, upload your existing and new data at the completion of your project. On the other hand, you may upload the different water infrastructure types (drinking water, sanitary sewer, stormwater) at different timeframes as you complete the work.

Contact Information:

Rachael Barlock, Environment & Infrastructure, (313) 319-1062 or barlock@semcog.org

Kelly Karll, PE, Environment & Infrastructure, (313) 324-3375 or karll@semcog.org

Ann Burns, Data Analysis, (313) 324-3408 or burns@semcog.org



**Professional Services Agreement
(Short Form)**

Agreement

To engage the Services of Wade Trim Associates, Inc. as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled GIS Data Development - SEMCOG Asset Mgmt. Program between the City of Marine City of 303 S. Water Street, Marine City, Michigan, 48039, hereinafter called "Owner," and Wade Trim Associates, Inc., 500 Griswold, Suite 2500, Detroit, Michigan, 48226, hereinafter called "Professional," is as follows:

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

A. Professional agrees to perform certain professional services for Owner as follows:

As outlined in the enclosed Scope of Work (Project Award and Task List), dated December 10, 2019.

B. Owner agrees to pay Professional as compensation for his services as follows:

Lump sum fee of \$16,600, payable on a monthly basis for effort spent that month.

(Please note that at the end of the project, the City may seek reimbursement for the full project cost (\$16,600) from SEMCOG in accordance with their December 2, 2019 project award letter.)

C. Owner agrees to establish an allowance of \$ n/a for additional services on this Project (not less than 10% of the compensation amount specified in Item B.)

D. The Owner and Professional agree to conditions as set forth on the reverse side in the General Provisions of this Agreement.

E. The Owner and Professional agree to the following schedule:

Project will be completed and GIS data submitted to SEMCOG no later than June 30, 2020.

F. Professional has the option to render this Agreement null and void, if it is not executed within 60 days.

Owner:

Professional:

By:

(Print Name)

By:

Adam Young, AICP

(Print Name)

Title:

Title:

Vice President

Date Signed:

Date Signed:

January 15, 2020

Witness:

Witness:

General Provisions

1.01 Basic Agreement

A. Professional shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Professional for such Services as set forth herein.

2.01 Payment Procedures

A. *Preparation of Invoices.* Professional will prepare a monthly invoice in accordance with Professional's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Professional for services and expenses within 30 days after receipt of Professional's invoice, the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Professional may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Professional has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above.

B. Owner shall pay Professional for such additional services as follows: For additional services of Professional's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Professional's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Professional's consultants' charges with a 15% mark-up, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Professional:

1) upon seven days written notice if Professional believes that Professional is being requested by Owner to furnish or perform services which are outside of the agreed upon scope of services without compensation, which are contrary to Professional's responsibilities as a licensed professional; or

2) upon seven days written notice if the Professional's services for the Project are delayed or suspended for more than 90 days for reasons beyond Professional's control.

3) Professional shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Professional.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Professional to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Professional shall be compensated for Basic Services performed through the date of termination as set forth herein and for work performed per 4.01.B in the manner set forth in 3.01.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Professional each is hereby bound and the partners, successors, executors, administrators, employees and legal representatives of Owner and Professional (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Professional) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services

performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with Professional's services. Professional and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers and Professional shall not be responsible for design services provided by others.

B. Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Professional neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Professional shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Professional's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Professional.

E. The provisions in this Agreement supersede and render null and void any contrary provisions in the contract documents between Owner and Contractor.

F. All design documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Professional (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Professional's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Professional, whichever is less.

H. The parties acknowledge that Professional's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Professional or any other party encounters a Hazardous Environmental Condition, Professional may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Dispute Resolution

Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action whether based in tort, contract, indemnity, contribution, or any other form of action, legal or equitable, shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of the facts underlying such claim, dispute or other matter in question regardless of when damages occur. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Professional, supersedes all prior written or oral understandings, and becomes binding as if fully executed at the time Professional commences work. To the extent that the terms of any appendices or documents referenced in this Agreement conflict with the terms of this Agreement, the terms of this Agreement shall govern. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SEMCOG Southeast Michigan Infrastructure Asset Management Program GIS Data Development for the City of Marine City

Project Award and Task List

Prepared by Wade Trim, December 10, 2019

Reviewed and accepted by Elaine Leven, City Manager December 10, 2019

Marine City has been notified by SEMCOG (via December 2, 2019 e-mail) of a project award of **\$16,600** as part of the Southeast Michigan Infrastructure Asset Management Program to develop GIS data for City-owned infrastructure. This funding award is less than what was requested by the City in their original application. SEMCOG has indicated that the funding may only be used to develop GIS data related to City-owned underground infrastructure data along Federal-Aid-eligible roads (no local roads). In line with this limitation, and as requested by SEMCOG, below is a tentative task list and estimate of what is feasible to complete within the \$16,600 project award:

1. Secure existing sanitary GIS data from Marine City (prepared as part of a prior SAW Grant).
2. Collect available digital infrastructure data/record drawings from Marine City for water and stormwater infrastructure along Federal-Aid-eligible roads.
3. Download the Data Schema File Geodatabase from SEMCOG's Water Infrastructure Website.
4. Upload existing sanitary data into the Data Schema (all roads).
5. Populate manhole and pipe locations for water and stormwater infrastructure (Federal-Aid-eligible roads only).
6. Print paper maps for surveyor use.
7. Survey crew work to collect x-y data for water and stormwater infrastructure on Federal-Aid-eligible roads. Above ground features to be located, include:
 - a. Stormwater manholes
 - b. Stormwater catch basins
 - c. Water valves
 - d. Water hydrants (lower priority by SEMCOG; will survey if possible given budget)

(This task may be performed using high resolution survey equipment. It is estimated that the locations of approximately 30 structures per day can be collected with an accuracy of 0.3 feet. The City may consider a less expensive option using crews equipped with GPS-enabled tablets; however, the tradeoff is lower accuracy.)

8. Adjust geographic locations of stormwater and water pipes based on the results of the survey work in Task 7.

9. Populate attribute data for stormwater and water infrastructure based on record drawings and/or information provided by Marine City.
10. Deliver the collected/developed sanitary sewer, stormwater and water GIS Data to the City and SEMCOG in SEMCOG's File Geodatabase format.

We estimate that the awarded funding amount will allow Marine City to complete the above Tasks 1 through 6, as well as Task 10. The specific survey methodology and the amount of work to be completed as part of Task 7 will depend on various factors including: number of structures to be surveyed; amount of funding remaining; and, locational accuracy of existing available data. The extent of work to be completed under Tasks 8 and 9 is also dependent upon the amount of funding remaining.



**CITY OF
MARINE CITY**
DEPARTMENT OF PUBLIC WORKS

303 S. Water Street
MARINE CITY, MICHIGAN 48039
(810) 765-9711 • Fax (810) 765-1796

TO: Elaine Leven, City Manger
FROM: Michael Itrich
DPW Superintendent
DATE: April 21, 2020
SUBJECT: Crack Sealant

Elaine,

I am asking that the competitive bidding process be waived for the 2020-2021 crack sealing program. We have been purchasing the sealant from National Highway Maintenance System (NHMS) for \$1.04 a pound. Price includes the use of their Super Shot Diesel Melter machine free of charge. They are also a part of the MDOT crack sealing program. NHMS is the only company that will supply you with a melter for free. We have a budget of \$10,000 split between the Major and Local road funds to purchase the crack sealant.

Respectfully

Michael Itrich
DPW Superintendent

NHMS

National Highway Maintenance System Ltd., L.L.C.

P.O. Box 5315
Akron, OH 44334

Toll Free: 888-922-3630
Kevin Owings: 517-802-8322

Ohio 330-922-3649

FAX: 330-922-8070

PROPOSAL: City of Marine City
Attn.: Mike Itrich
Public Works Director
514 S. Parker
Marine City, MI 48039

Remarks: 1. 2020 Crack Sealant Program (MDOT Program)
34515T Crack Sealant
Price includes use of a SuperShot Melter w/Air Compressor, Maintenance, and Training
No Daily Rental

Quote
1. 34515T Crack Sealant \$1.04/#

Price includes use of a SuperShot Diesel Melter w/Compressor
No Daily Rental, No Maintenance
2250 LBS/Pallet
75 Boxes/Pallet

Freight: \$295.00

NHMS is to be listed as "Additional Insurer" on customer insurance policy, prior to rentals.

Dollars
(Payment terms: Net 30)

All material is guaranteed to be as specified. Lessee agrees to indemnify the Lessor from any and all loss or damage to the equipment leased hereunder from any cause whatsoever, and also agrees to indemnify the Lessor from any and all claims, demands or cause of action or any liability whatsoever arising out of the operation or transportation of the equipment, or its use while in the possession of the Lessee, including damages or personal injuries to workers, third parties or property damage to any party. Lessee further agrees to maintain at its own expense, insurance on the equipment against all risks and in such amounts as Lessor shall reasonably require. Such insurance shall be payable to the Lessor and the Lessee as their interest may appear. Lessee shall provide proof of such insurance to include Lessor as Loss Payee and Additional Insured.

Authorized NHMS Representative: Mike Leahy, Kevin Owings
Note: This proposal may be withdrawn by NHMS at any time.

DATE: January 21, 2020

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

(Printed Name & Title)

(Signature)

(Telephone and Fax Number)

(Date of Acceptance)

**RESOLUTION NO. 004-2020
CITY OF MARINE CITY
COUNTY OF ST. CLAIR**

**A RESOLUTION OF THE CITY OF MARINE CITY TO APPROVE A TEMPORARY
UTILITY BILL DEFERMENT PROGRAM**

At a regular meeting of the City Commission of the City of Marine City, Michigan, by virtual telephonic meeting, on the 7th day of May, 2020 at 7 p.m.

PRESENT:

ABSENT:

WHEREAS, the City of Marine City wishes to provide economic relief to utility customers in the wake of the COVID-19 pandemic;

WHEREAS, the City of Marine City wishes to waive late fees for late utility bill payments (charges for water service and sewage disposal service) for a period of six months, covering the billing due dates in March, April, May, June, July, and August, 2020;

WHEREAS, the City of Marine City wishes to resume transferring all remaining delinquent outstanding utility bills beginning with the 2021 summer tax bills; and

NOW THEREFORE BE IT RESOLVED that the City Commission hereby resolves to approve the Temporary Utility Bill Deferment Program as outlined above.

IT IS HEREBY CERTIFIED that the City Commission of the City of Marine City adopted the foregoing resolution at a regular meeting on the 7th day of May, 2020 by the following vote:

AYES:

NAYES:

RESOLUTION DECLARED ADOPTED.

Dave Vandenbossche, Mayor

STATE OF MICHIGAN)
) ss:
CITY OF MARINE CITY)

I, the undersigned, the fully qualified City Clerk of Marine City, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of Marine City at a regular meeting held on the 7th day of May, 2020, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 7th day of May, 2020.

Kristen Baxter, City Clerk



CITY OF MARINE CITY MANAGERS REPORT

Elaine Leven – April 30 2020

With daily updates and changes, along with all the Executive Orders I have been spending much of my time reviewing all that information. As you all know the Stay at Home order has been extended to May 15. The State has several groups working on plans to return to work. We have been planning that for our office as well. The DPW will be working on a sneeze guard for the counter at the City Offices. Fortunately the Police Station and DPW are already set. We are preparing space at 260 S Parker to potentially meet in person for the Budget Workshops if permissible. I have been reviewing the budget and communicating with the treasurer regarding impacts we might see due to Covid 19. I am also continuing to stay in communication with neighboring managers about various issues. We received a thoughtful letter from Living Faith Church in support of all we have been doing.

Outstanding Items:

- City Administration Office Space: The topographic and geotechnical surveys are complete and the architect is working on the GMP – engineers will need to access the building in the future to complete this. The architect has offered to meet with the materials subcommittee virtually if they are agreeable to this option.
- Ordinance Updates: Amendments will be coming back to the Planning Commission at their next meeting. The Planning Consultant with Wade Trim will be at their meeting to further discuss and answer questions from a previous meeting. Other ordinances for future review include the Marijuana and Business Licenses.
- Sidewalks: Moving forward we will be going after the sidewalks that are deemed a risk to the public. With the Stay Home order in place, DPW will not be conducting the inspections this spring. We should consider delaying moving forward with the program this year to save costs for both the city and residents. We will continue to monitor for sidewalk issues that meet the legal threshold and act accordingly.
- SEMCOG Infrastructure Mapping Grant: This is currently on hold since they need to conduct site visits.
- Redevelopment Ready Communities Program: The EDA is working on preparing materials for us. They should have something prepared for us to approve in next couple of months.
- Water Feasibility Study: This is about 85% completed and should be done in about 3-4 weeks. Wade Trim will provide a full report to the City and East China Township upon completion.
- Parklet Grant: All of the materials have been delivered, however installation will take place at a later date.
- City Manager Evaluation: We are halfway through my contract year and I have been working on items that pertain to our strategic plan. I look to the Commission to set a plan and criteria for evaluation in place for the next review.
- Park Moratorium: We have discussed limiting the number of things in our parks to ensure ample greenspace. This stems from issues with approvals dating back years and the ability to keep track of them. In the future we should consider a plan or ordinance for how to deal with requests for items placed in City parks.

Legal Business:

- Landfill PFAS reporting
- Future Charter amendments
- Property encroachment issues

Meetings Attended Since Last Update:

MML Webinars: Covid 19 Updates and Resources for Local Governments, Families First Coronavirus Response Act, Municipal Response to EO 2020-42, and Reopening Your Community

MSUE Webinar: Covid 19 Impacts on Tourism

Plunkett Cooney Webinar: Beyond the Health Impacts of Covid 19

Department Head meetings