



**AGENDA
CITY OF LAPEER
CITY COMMISSION
576 LIBERTY PARK, LAPEER, MI 48446
SEPTEMBER 3, 2024**

6:30 P.M. CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF SEPTEMBER 3, 2024 AGENDA

A. MINUTES:

1. Minutes of the Regular meeting held August 19, 2024.

B. PUBLIC COMMENTS:

C. CONSENT AGENDA:

1. Change in Business Hours – Adam & Eve.
2. Special Event – Oktoberfest – Tilted Axis Brewery – September 28, 2024 – 12:00 P.M. to 10:00 P.M.

SUGGESTED MOTION:

Approve the Consent Agenda for September 3, 2024.

D. BILL LISTING:

1. Bill Listing for September 3, 2024.

SUGGESTED MOTION: ON A ROLL CALL VOTE.

Approve the Bill Listing for September 3, 2024 in the amount of \$552,249.72.

E. PROCLAMATIONS, RECOGNITIONS AND RESOLUTIONS:

F. PUBLIC HEARINGS:

G. ADMINISTRATIVE REPORTS:

1. MDOT State Trunkline Maintenance Contract

SUGGESTED MOTION:

Adopt the Resolution, Michigan Department of Transportation Contract #2024 -0345 for State Trunkline Maintenance effective for the period of October 1, 2024 through September 30, 2029 and authorize the DPW Director to sign the contract.

H. CITY MANAGER'S REPORT:

1. Various matters.

I. CITY ATTORNEY'S REPORT:

1. Various matters.

J. UNFINISHED BUSINESS:

1. Appointments to Boards and Commissions.

K. DEPARTMENTAL COMMUNICATIONS:

1. Downtown Development Authority.

L. PUBLIC COMMENTS:

M. CLOSING COMMENTS:

1. Commissioners.
2. City Manager.
3. Mayor.

N. REMINDER OF MEETINGS:

Next City Commission Meeting: **MONDAY, SEPTEMBER 16, 2024, Regular**

O. REMINDER OF PUBLIC HEARINGS:

ADJOURNMENT

MATERIAL TRANSMITTAL

Notice:

Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (810) 664-5231 or by email at clerk@ci.lapeer.mi.us at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

**LAPEER CITY COMMISSION
MINUTES OF A REGULAR MEETING
AUGUST 19, 2024**

A regular meeting of the Lapeer City Commission was held on August 19, 2024, at the Lapeer City Hall, 576 Liberty Park, Lapeer, Michigan. The meeting was called to order at 6:30 p.m.

ROLL CALL

Present: Mayor Marquardt.

Commissioners: Atwood, Brady, Glisman, Petrie, Swindell.

Absent: None.

City Manager: Mike Womack, present.

City Attorney: T. Allen Francis, present.

Mayor Marquardt led the Pledge of Allegiance.

188 2024 08-19 AGENDA APPROVAL

Moved by Glisman. Seconded by Swindell.

Approve the Agenda for August 19, 2024, as presented.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

189 2024 08-19 MINUTES

Moved by Glisman. Seconded by Swindell.

Approve the minutes of the regular meeting held on August 5, 2024, and the special meeting of August 12, 2024, as presented.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

PUBLIC COMMENTS

Brad Haggadone, Lapeer County Commissioner, updated the City Commission regarding the Lapeer County Board of Commissioners' proceedings.

Karin Lackey gave an invocation.

Anne Shenck read a quote from the newspaper printed on August 7, 2024, "I feel they (RaCosta and Shenck) may have violated some rules and procedures of the Planning Commission, and possibly city ordinance", and requested in writing an accounting of specifically what occurred, as she is unaware of what those violations were. She will share that information with everyone and use it as a learning experience.

190 2024 08-19 CONSENT AGENDA

Moved by Swindell. Seconded by Atwood.

Approve the consent agenda for August 19, 2024, as presented:

1. Special Event: Lapeer County Suicide Prevention Network "Into the Light Walk" – Rowden Park - September 21, 2024, 12:00 P.M. to 4:00 P.M.

2. Special Event: Beaver Dash Bash – Oakdale Trails - September 21, 2024, 8:00 A.M. to 8:00 P.M.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

191 2024 08-19 BILL LISTING

Moved by Swindell. Seconded by Glisman.

Approve the bill listing for August 19, 2024, in the amount of \$3,713,320.76.

ON A ROLL CALL VOTE.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

PROCLAMATION, RECOGNITIONS, AND RESOLUTIONS

None.

ADMINISTRATIVE REPORTS:

192 2024 08-19 ROWDEN PARK SPARK GRANT – BENNETT ASPHALT AGREEMENT

Moved by Glisman. Seconded by Swindell.

Approve the agreement with Bennett Asphalt for Phase 2 of the Rowden Park Spark Grant project, for a cost not to exceed \$257,017.36, and authorize the City Manager to sign the necessary documents.

ON A ROLL CALL VOTE:

Ayes: Brady, Glisman, Petrie, Swindell, Atwood.

Nays: None.

MOTION CARRIED.

193 2024 08-19 ORDINANCE AMENDMENT: REZONING – B-1 NEIGHBORHOOD BUSINESS TO B-2 GENERAL BUSINESS

Moved by Swindell. Seconded by Atwood.

Adopt the ordinance amendment to Chapter 7 (Zoning Ordinance), Article 7.02.02(a)(37) of the General Ordinances of the City of Lapeer.

ORDINANCE NO. 2024-06

THE CITY OF LAPEER ORDAINS:

ARTICLE 7.02 MAPPED DISTRICTS 7.02.02 District Boundaries

(a) Zoning District Amendments

- (37) The following described properties formerly zoned B-1 Neighborhood Business are hereby rezoned to B-2 General Business:

- 2938 W. Genesee Street (Parcel #L21-20-900-040-00)
- 2946 W. Genesee Street (Parcel #L21-20-800-040-00)
- 2960 W. Genesee Street (Parcel #L21-20-701-040-00)
- 2990 W. Genesee Street (Parcel #L21-20-700-040-00)

Ayes: Atwood, Brady, Swindell.

Nays: Glisman, Petrie.

MOTION CARRIED 3-2.

**194 2024 08-19 M-24 TUNNEL CONNECTOR TO CRAMTON PARK -
ENGINEERING SERVICES PROPOSAL**

Moved by Swindell. Seconded by Glisman.

Approve the ROWE Professional Services proposal for pre-construction engineering on the M-24 Tunnel Connector to Cramton Park project, for a cost not to exceed \$67,500, and authorize the Director of Parks, Recreation & Cemetery to sign the agreement.

ON A ROLL CALL VOTE:

Ayes: Glisman, Petrie, Swindell, Atwood, Brady.

Nays: None.

MOTION CARRIED.

CITY MANAGER'S REPORT

City Manager Womack provided a summary of the changes to the marihuana ordinances that are being proposed, which include limiting the number of types of licenses, i.e. growers, processors, etc., limiting where these businesses are allowed to locate, and requiring all marihuana licenses to be a Special Land Use. He will continue to work with the City Attorney on the draft of the ordinance as written addressing the concerns of the Commission.

Currently, the penalty for failure to complete the rental inspection process is a criminal misdemeanor, which can make it more difficult to enforce. He would like to change that to a civil infraction which will make it easier to enforce the non-compliance. He will bring the changes to the Commission at a future meeting.

195 2024 08-19 CLOSED SESSION

Moved by Swindell. Seconded by Brady.

Approve going into a Closed Session under Section 8(d) of the Open Meetings Act, MCL 15.268(d), at the end of the regular meeting.

ON A ROLL CALL VOTE:

Ayes: Swindell, Atwood, Brady, Glisman, Petrie.

Nays: None.

MOTION CARRIED.

CITY ATTORNEY'S REPORT

City Attorney Francis commented that there was a hearing for the marihuana grow facility that went well. It is not over, but it is progressing.

UNFINISHED BUSINESS

196 2024 08-19 APPOINTMENT – CONSTRUCTION BOARD OF REVIEW

Moved by Mayor Marquardt. Moved by Glisman. Seconded by Swindell.

To appoint Brian Britton and Jeffrey Van Camp to the Construction Board of Review for terms to expire July 1, 2026.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

**197 2024 08-19 APPOINTMENT – EDC/TIFA/BROWNFIELD REDEVELOPMENT
AUTHORITY**

Moved by Mayor Marquardt. Moved by Swindell. Seconded by Glisman.

To appoint Ashley Fanson to the EDC/TIFA/Brownfield Redevelopment Authority for a term to expire on March 1, 2025.

Ayes: Atwood, Swindell.

Nays: Brady, Glisman, Petrie.

MOTION FAILED 2-3.

DEPARTMENTAL REPORTS

The Monthly Departmental Reports were received into the record.

PUBLIC COMMENTS

None.

MAYOR/COMMISSIONER COMMENTS

Commissioner Glisman: Thanked all the city employees who worked during Lapeer Days to make it a successful event. Good meeting on August 12, 2024, with good comments and suggestions to make Lapeer even better than it is. Surprised to see the support for the Lilac Festival; she will begin working on it. Reminder about America 250, which will be the semi-quincentennial. Today's date in 1921, Detroit Tiger Ty Cobb hit his 3,000th career hit against the Boston Red Sox.

Commissioner Brady: Has been actively reaching out to find people to apply for vacant positions on the various boards and commissions. Ask that staff follow up with Anne Shenck so that she has an explanation. Feels the property on the end of W. Genesee which is currently zoned I-1, would be more appropriate to go back to what it was previously zoned as.

Commissioner Petrie: Welcomed Matt Hart to the team; was asked to tell Clerk Sanchez how impressed the County Board of Canvassers were with the City of Lapeer's election paperwork; thanked her for all the hard work. Stated that the only question that's a dumb question is the unasked question. Wants the department heads to understand that when she is asking questions it is to glean information for herself or those watching the meeting; it is by no means meant to make anyone look inefficient in their jobs. She appreciates all they do and trusts each of them in their jobs. Forgiveness cannot be earned, it is freely given; however, trust must be earned. We lost some important people this week who gave so much to Lapeer. Expressed her condolences to the Sullivan Family and the Adams family for their losses. Thankful for the blight enforcement that is taking place around town.

Commissioner Swindell: Missed Lapeer Days for the first time in many years. Urges all residents who are available, to apply for a board or commission that has vacancy. Not supporting the Mayor in her appointments is sending a message to people, a message that is not positive. Blight is an issue throughout the City and not just on M-24; all blight issues should be treated equally.

Commissioner Atwood: Thanked the Chamber of Commerce, volunteers, donors, and all the city staff for working so hard to make the Lapeer Days event a success. The downtown looked great the next day.

City Manager Womack: Experimenting with live streaming vs. recording and then uploading. Would prefer to have a higher-quality recording for the public to view. Blight needs to be fair regardless of where it is located and blight can be an issue all around the town, and we will

need some policy direction from the Commission regarding blight in the future. Today in 1812, the USS Constitution defeated the British HMS Guerrier off the coast of Nova Scotia, earning its nickname "Old Ironsides".

Mayor Marquardt: Asked the Commissioners what their feelings are about live streaming the meetings vs. recording it and uploading the next day. Commissioners Atwood, Brady, Glisman, and Swindell are in favor of recording the meetings and uploading the next day. Commissioner Petrie is in favor of live streaming for the sake of transparency. Thanked the City Clerk and Deputy Clerk, and all the election workers for all their hard work on election day; grateful to everyone. Thanked the Police, Fire, DPW, and all the employees who worked on Lapeer Days. Saddened to learn of the passing of Jan Adams, expressed her condolences to the family. Also, shared her condolences to the family of Dave Sommerville.

CLOSED SESSION

The Lapeer City Commission convened a closed session to discuss an item under Section 8(d) of the Open Meetings Act, MCL 15.268(d) at 7:44 p.m. and returned to its regular meeting at 8:30 p.m.

198 2024 08-19 RFQ FOR 201 JEFFERSON

Motion by Swindell. Seconded by Brady.

To direct the City Manager to continue to work on and release the Request for Quote for 201 Jefferson.

Ayes: Atwood, Brady, Glisman, Petrie, Swindell.

Nays: None.

MOTION CARRIED.

199 2024 08-19 ADJOURNMENT

Having no further business, Mayor Marquardt adjourned the regular meeting at 8:31 p.m.

Debbie Marquardt, Mayor

Romona Sanchez, City Clerk



ITEM C-1

To: Mike Womack, City Manager
From: Romona Sanchez, City Clerk
Date: August 23, 2024
RE: Change in Business Hours

NEW INFORMATION

Angela Bollman reached out to the City Clerk's office to ask how to extend their store hours. She was advised that hours of operation shall be approved by the City Commission for the type of retail facility she has. She was also instructed to put in writing what she is asking the City Commission to act on. The letter is attached.

CURRENT OR NEW INFORMATION

Per Section 7-13.07.A(2)(d)[4] "The hours of operation shall be approved by the City Commission" for Adult Entertainment Uses which is the use classification for Adam & Eve.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

On January 3, 2023, the City Commission approved their operating hours as 10:00 a.m. to 8:00 p.m. for their original location at 208 E. Genesee which was subsequently resubmitted and approved to locate at 807/809 East Street which per Jason's memo carried over to the new location.

Therefore, any change to the currently approved operation hours would require action by the City Commission.

AGENDA ITEM REVIEW

Meeting Date:	September 3, 2024	Date Reviewed:	August 23, 2024
Consent:	X	Reviewed By:	D. Jansen, Deputy Clerk
Administrative:			
Public Hearing:			

Bollman Retail LLC
Adam & Eve Lapeer

807 East Street, Lapeer, MI 48446
(810) 660-7922
bollmanretail@gmail.com

August 22, 2024

To whom it may concern:

Great news!!! We have been open almost a year here at Adam & Eve Lapeer! Thank you all for supporting us! Business is going well!

As with any business, changes need to be made from time to time! One of those changes that we are looking to implement is expanding our hours. The hours we currently operate are Monday through Saturday 10:00 am until 8:00 pm. Our customers have been asking for more!

It is my understanding that this request needs to be approved by you. With that we would like to have your approval to extend our hours to seven days a week 10:00 am until 10:00 pm to accommodate the customer requests we are receiving!

My plan is to extend the hours on Friday and Saturday evenings until 10:00 pm and open on Sundays from 12:00 pm until 6:00 pm for sure. If the interest from customers continues then we will expand the other days until 10:00 pm.

Many of our customers come from several miles away and they make a "date night" of it...going to dinner locally then come to shop. They have expressed that currently they have to shop first then have dinner and it makes it difficult with us closing at 8:00 pm.

Feel free to reach out to me at any time at bollmanretail@gmail.com or on my cell phone at (810) 656-0830. I appreciate your consideration and your approval of this request!

Sincerely,

Angela M Bollman

Angela Bollman

To: Mike Womack, City Manager
From: Jeremy Howe, Chief of Police
Date: August 21, 2024
RE: Special Event – Oktoberfest 2024, Titled Axis

STAFF RECOMMENDATION

Approve Event.

CURRENT OR NEW INFORMATION

We have received a request from Tilted Axis Brewing Company located at 303 West Nepessing Street to hold their annual Oktoberfest event on Saturday, September 28th from 12pm to 10pm. This event will utilize Cedar Street south of Nepessing Street, see attached map. Pavilion usage is also requested.

This event would require a temporary liquor license for outdoor service to be issued by the Liquor Control Commission. Titled Axis will need to fence the event area as their plan indicates to serve alcoholic beverages on Cedar Street and sidewalk area, with City Commission approval. (See attached drawing provided by Titled Axis).

This event does require barricades from the DPW and minimal police involvement. Fire Department approval is needed for the fenced area.

See PDF File SE Oktoberfest 2024

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

Annual Event

AGENDA ITEM REVIEW

Meeting Date: September 3, 2024

Date Reviewed: August 23, 2024

Consent: X

Administrative:

Reviewed By: D. Jansen, Deputy Clerk

Public Hearing:

MUST HAVE MAP AND CERTIFICATE
OF INSURANCE WHEN TURNING IN
APPLICATION



THE CITY OF
LAPEER
MICHIGAN

City of Lapeer SPECIAL EVENT APPLICATION (SEA)

DIRECTIONS: Complete this application per the City of Lapeer Special Events Ordinance (Ch.52 Special Event) and the Rules and Regulations and return it to the either Parks & Rec Department (for events at a City Park) or the City Clerk's Office at a minimum of 45 calendar days before the starting date of the event.

If you request an event in a CITY PARK, YOU MUST SUBMIT YOUR PARK RESERVATION WITH YOUR APPLICATION. All Special Event Applications should be submitted directly to the City Clerk's Office, 576 Liberty Park, Lapeer, MI, 48446 or it can be emailed to clerk@ci.lapeer.mi.us.

Sponsoring Organization
(Legal Name)

Liquid Art DBA Tilted Axis Phone # 8105609233

Address

303 W Nipissing Brewery

Organization Event
Coordinator/Contact

TOM HANSEN

Phone # 8105609233

Event Coordinator/
Contact Address

71390 Heritage LN ARMADA MI 48005

Coordinator/Contact Email

thansen5860@comcast.net

Event Name

Oktoberfest

Purpose of Event

Release of oktoberfest beer /celebrate

Event Location

Tilted Axis
Brewery

Have you
reserved your
park/pavilion?

Yes / No

If yes, provide copy of reservation form with this application, if no and planning a park event, reservations need to be made.*

Date of Event

9-28-24

Event Time

NOON - 10 PM

of Event

Organizational Team

7-10

of Expected

Attendees:

200

Describe the activities

taking place at your event:

live music- Food- Drink- Games
pumpkin painting

Please check what will be part of your event:

☒
☐

Music

Tents

☐
☐

Animals

(such as a petting zoo)

Wedding

☒
☒

Selling of food*

Selling of drinks*

☐
☒

Posted Signage of

Event*

Liquor/Beer or Wine*

**Please list here what type of music (DJ/Band/Individual singers, etc.) and/or list animals:

BAND

Please check what you request the City to supply:

*See Rules and Regulations

FOR OFFICE USE ONLY:

SPECIAL EVENT REVIEW COMMITTEE APPROVALS

City Manager	Police Chief
Chief	DPW Director
& Rec Director	

8	Picnic Tables Qty:		Electricity Turned on/off		Other:	
2	Trash Containers Qty:		Road Crossing Guards Qty:	2		
1	Road Closures List: cedar st					

Please attach a letter indicating all requests of City services if something other than above

Please check what type of event is this:

A description of the type of event can be found on page 4, B.1-5.

☐	City Operated Event	☐	Other Non-Profit Event	☐	Political or Ballot Issue Event
☐	Co-Sponsored Event	☒	Other For-Profit Event	☐	

INDEMNIFICATION AGREEMENT

The Tilted Axis Brewery agree(s) to defend, indemnify, and hold harmless the City of Lapeer, Michigan, its officers, employees and agents, from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed or recovered against or from the City of Lapeer, its officers employees agents, by reason of any damage to property, bodily injury or death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with or related to the special event.

Signature: [Signature]

Date: 8-12-24

Witness: Kylee M Banneth

Date: 08/12/2024

1. **ANNUAL EVENT:** Is this event expected to occur next year? [YES] [No]

If yes, you may reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule

(e.g., third weekend in July): 3rd weekend of sept (Last Saturday)

2. **AN EVENT MAP** [IS] [IS NOT] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also, show streets or parking lots that you are requesting to be blocked off. **Crossing Guards are required if crossing any roads.**

3. **FREE PARKING:** Are you requesting free parking (see the Rules and Regulations)? [YES] [NO]

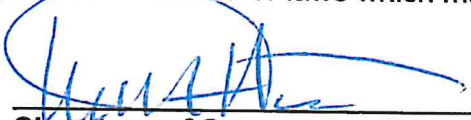
If yes, list the lots or locations where free parking is requested:

4. **Alcoholic Beverages:** Will they be served? YES [NO]
Who holds the Liquor Control Commission license?
-

5. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that:
- a. A certificate of insurance must be provided which names the City of Lapeer as an additional named insured party on the policy. (See the Rules and Regulations for insurance requirements)
 - b. Event sponsors and participants will be required to sign Indemnification Agreement forms.
 - c. If the event includes solicitation by workers standing in street intersections, the required safety requirements and use of traffic cones will be maintained at all times in accordance with the City's general policies and practices. The City does not recommend standing in the street or making any solicitations from the street.
 - d. All food vendors must be approved by the Lapeer County Health Department, and each food and/or other vendor must provide the City with a certificate of insurance in an amount approved by the City which names the City of Lapeer as an additional named insured party on the policy.
 - e. The approval of this special event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Events Ordinance and Regulations. The event will be operated in conformance with the Written Confirmation of Approval.
 - f. The sponsoring organization will provide a security deposit for the estimated fees as may be required by the City of Lapeer and will promptly pay any billing for City services which may be rendered.

As the authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with City's Special Events Ordinance and Regulations, the terms of the Written Confirmation of Approval, and all other City requirements, ordinances and other laws which may apply to this Special Event.

7-12-24
Date


Signature of Sponsoring Organization's Agent

SUBMIT THIS APPLICATION at least 45 calendar days before the first day of the event to the City of Lapeer, City Clerk's Office, 576 Liberty Park, Lapeer MI 48446.

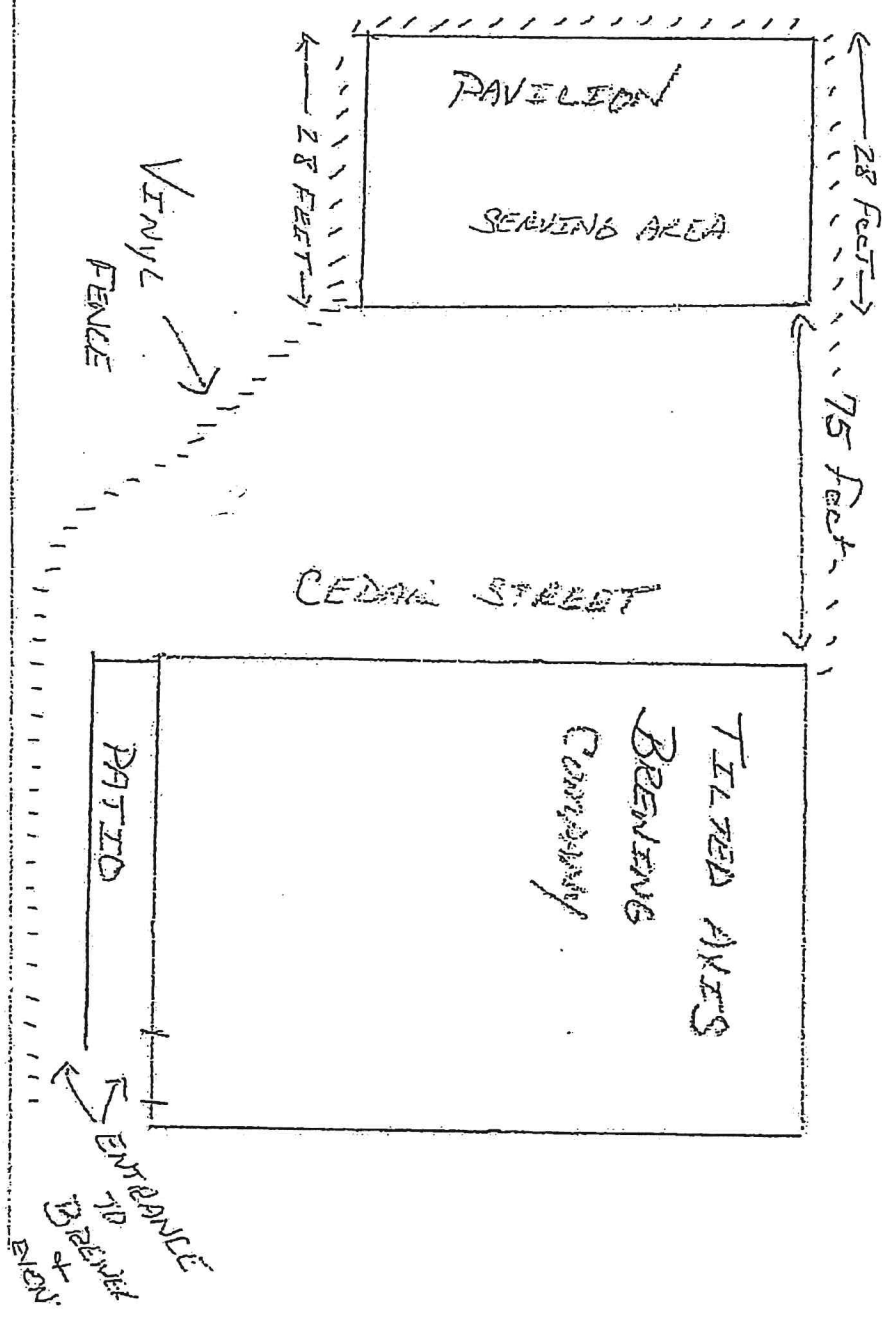
Be sure to include the following with the application:

- | | |
|--------------------------|--|
| ☐ | Complete Signed Application. |
| ☐ | Park Reservation (as needed). |
| ☐ | Certificate of Insurance –Naming City of Lapeer as additionally insured. |
| ☐ | Event Map. |
| ☐ | If Non-Profit provide proof of IRS 501c(3) status. |

TILTED AXES BREWING COMPANY OK TO RELOCATE

9/24/22

LARLEE
COUNTRY
COUNTRY HOUSE



W. WERSSING STREET



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arbury Insurance Agency 2816 Jefferson Ave. Midland, MI 48640	CONTACT NAME: Lester Buza	
	PHONE (A/C, No, Ext): 989-631-1920	FAX (A/C, No): 989-631-0003
INSURED Liquid Art LLC DBA Tilted Axis 303 W. Nepessing St. Lapeer, MI 48446	E-MAIL ADDRESS: lesb@arburyins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Fremont Insurance Company	
	INSURER B: MICHIGAN RESTAURANT	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
MRL		

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			CPP010371003	03/05/2024	03/05/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			CUP0036704	03/05/2024	03/05/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N	N/A	TILTE-R	01/01/2024	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS ADDITIONAL INSURED.

CERTIFICATE HOLDER CITY OF LAPEER 576 LIBERTY ST. LAPEER, MI 48446	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ITEM D-1

To: Mayor and City Commission
From: Kelly Hanna, Director of Financial Services
Date: August 27, 2024
RE: Bill Listing – September 3, 2024

STAFF RECOMMENDATION

Approve the bill listing as presented.

CURRENT OR NEW INFORMATION

I, Kelly Hanna, Director of Financial Services, have reviewed the bills for August 16, 2024 through August 29, 2024 in the total amount of \$552,249.72 and find them to be proper charges.

AGENDA ITEM REVIEW

Meeting Date:	September 3, 2024	Date Reviewed:	August 27, 2024
Consent:	X	Reviewed By:	D. Jansen, Deputy Clerk
Administrative:			
Public Hearing:			

CHECK REGISTER FOR CITY OF LAPEER
CHECK DATE FROM 08/16/2024 - 08/29/2024

Check Date	Check	Vendor Name	Amount
08/29/2024	2355(A)	GREAT LAKES WATER AUTHORITY	155,257.33
08/29/2024	598157	LAPEER CO TREASURER	76,741.91
08/29/2024	2373(E)	DTE ENERGY	73,139.01
08/29/2024	2371(A)	TIFA 3	45,889.39
08/25/2024	2347(E)	U.S. BANK	33,845.69
08/29/2024	598168	R MAC CONTRACTING LLC	22,708.00
08/29/2024	598138	DIAMOND TIER CONSTRUCTION LLC	21,119.00
08/29/2024	598127	ALLEN EDWIN HOMES	17,000.00
08/29/2024	2369(A)	TIFA 1	15,356.13
08/29/2024	598139	DIAMOND TIER CONSTRUCTION LLC	15,158.00
08/29/2024	2372(E)	CITY OF LAPEER	7,324.24
08/29/2024	598140	DOWNTOWN DEVELOPMENT AUTHORITY	7,321.03
08/29/2024	2375(E)	WINDSTREAM	6,446.25
08/29/2024	598162	MIDWEST COMMERCIAL CONSTRUCTION, LL	5,250.00
08/29/2024	2364(A)	ROWE INC	3,925.50
08/29/2024	598136	CARQUEST OF LAPEER	2,282.83
08/29/2024	2370(A)	TIFA 2	2,215.19
08/29/2024	598145	FOSTER SPECIALTY FLOORS	2,185.00
08/29/2024	598142	ETNA SUPPLY	2,092.57
08/29/2024	2349(A)	CORRIGAN OIL II, INC.	2,090.69
08/29/2024	2350(A)	EASTERN OIL COMPANY	2,076.09
08/29/2024	598182	T. P. ISRAEL CO INC	1,940.18
08/29/2024	2374(E)	WEX BANK	1,895.18
08/29/2024	2357(A)	MAUK, JODI	1,807.70
08/29/2024	2366(A)	SMITH, SHANNON	1,807.70
08/29/2024	598164	PHIL STARR & SON	1,662.08
08/29/2024	598177	STATE OF MICHIGAN, DISCLOSURE UNIT	1,530.40
08/29/2024	598126	ACTION MUNICIPAL SUPPLY, LLC	1,429.05
08/29/2024	2361(A)	ON DUTY GEAR, LLC	1,284.89
08/29/2024	2367(A)	SPICER GROUP	1,272.00
08/29/2024	598184	TRW LANDSCAPES LLC	1,133.50
08/29/2024	2368(A)	TAYLOR, SARAH	1,000.00
08/29/2024	2354(A)	FRISCH WINDOW CLEANING, LLC	939.00
08/29/2024	2363(A)	PREMIER SAFETY	903.85
08/29/2024	2356(A)	JOHNSON CONTROLS SEC. SOLUTIONS	867.03
08/29/2024	598148	GREAT LAKES ENVIRONMENTAL TEST. LLC	850.00
08/29/2024	598144	FAMILY BUILDING COMPANY	750.00
08/29/2024	598191	WINNINGER FIRE PROTECTION LLC	668.50
08/29/2024	598167	PSYBUS	625.00
08/29/2024	2351(A)	EUROFINS ENVIRONMENT TESTING	605.00
08/29/2024	2348(A)	APOLLO FIRE APPARATUS SALES/SERVICE	502.24
08/29/2024	598181	T AND J WOODWORKS	500.00
08/29/2024	598160	MGS ELECTRIC INC.	420.00

08/29/2024	2362(A)	PARAGON LABORATORIES, INC.	418.00
08/29/2024	598186	U.S. POSTMASTER	410.00
08/29/2024	2358(A)	MAURER'S TEXTILE RENTAL SERVICES	389.45
08/29/2024	598150	HORNER, WESTON & HEATHER	350.00
08/29/2024	598166	PRO ENERGY CONSULTANTS OF ANN ARBOR	325.00
08/29/2024	598131	BARTLE, TESSA	310.00
08/29/2024	2359(A)	MUNICIPAL EMERGENCY SERVICES, INC	307.12
08/29/2024	598134	C & L WARD BROS, CO	300.00
08/29/2024	598155	LAPEER AWNING & WINDOWS	300.00
08/29/2024	598192	WOODS CONSTRUCTION, INC	300.00
08/29/2024	598193	YANG, TOU JAY & THAO, DEBI	300.00
08/29/2024	598132	BENNETT ASPHALT PAVING, INC	250.00
08/29/2024	598137	CONSUMERS ENERGY COMPANY	250.00
08/29/2024	598152	JADACH, CHRIS	221.25
08/29/2024	598125	A-1 MECHANICAL	200.00
08/29/2024	598178	STATLAB, LLC	200.00
08/29/2024	598183	THUMB ALARM SYSTEMS INC	199.80
08/29/2024	598174	SLUSHER, ROSS	178.07
08/29/2024	598161	MI STATE FIREMEN'S ASSOC	175.00
08/29/2024	598165	POLLARD WATER	157.62
08/29/2024	598159	MARTUS, ALISHA	155.00
08/29/2024	598188	VILLAGE PRINTING	131.50
08/29/2024	2352(A)	FASTENAL COMPANY	121.72
08/29/2024	598128	ARNOLD'S AUTO WASH	120.00
08/29/2024	2365(A)	SHORELINE INVESTMENT SERV. INC.	108.95
08/29/2024	598129	AVER SIGN COMPANY	100.00
08/29/2024	598130	BART'S PLUMBING	100.00
08/29/2024	598135	CAPITOL SUPPLY & SERVICE, INC	100.00
08/29/2024	598141	ECKER MECHANICAL CONTRACTORS, INC	100.00
08/29/2024	598143	FAITH AND HOPE HVAC SERVICES	100.00
08/29/2024	598149	HOME DEPOT USA, INC	100.00
08/29/2024	598154	KERN MECHANICAL	100.00
08/29/2024	598163	MRJ SIGN COMPANY, LLC	100.00
08/29/2024	598169	SCOTT, THOMAS G AND MARY	100.00
08/29/2024	598170	SELECTIVE CONSTRUCTION SERVICES	100.00
08/29/2024	598172	SIGN FABRICATORS	100.00
08/29/2024	598173	SIGNARAMA, FLINT	100.00
08/29/2024	598175	SMITH, MICHAEL & LILA	100.00
08/29/2024	598179	STREAMLINE ELECTRIC	100.00
08/29/2024	598185	TWO MIKE'S PLUMBING & HEATING LLC	100.00
08/29/2024	598189	VORTEX HEATING & AIR CONDITIONING	100.00
08/29/2024	598190	WALLSIDE WINDOWS	100.00
08/29/2024	598156	LAPEER CO REGISTER OF DEEDS	90.00
08/29/2024	2360(A)	NYE UNIFORM CO	85.84
08/29/2024	598171	SHIRLEY'S DRY CLEAN. & ALTERATIONS	76.00
08/29/2024	598151	JACK DOHENY SUPPLIES INC	70.94
08/29/2024	2353(A)	FLUSHING URGENT CARE PLC	50.00

08/29/2024	598158	MARCO TECHNOLOGIES, LLC	48.35
08/29/2024	598133	BRADY, STEPHAN	31.55
08/29/2024	598146	GLISMAN, LINDA	31.55
08/29/2024	598180	SWINDELL, MARLANA	31.55
08/29/2024	598176	STATE OF MICHIGAN	16.00
08/29/2024	598153	JARED BEATTIE	10.00
08/29/2024	598147	GRAINGER	6.64
08/29/2024	598187	UPS	5.67
TOTAL			<u><u>\$552,249.72</u></u>



ITEM G-1

To: Mike Womack, City Manager
From: Jeff Graham, Director of Public Works
Date: August 23, 2024
RE: MDOT State Trunkline Maintenance Contract #2024-0345

STAFF RECOMMENDATION

Recommended that the City Commission approve the MDOT State Trunkline Maintenance Contract, effective for the period of October 1, 2024, through September 30, 2029.

CURRENT OR NEW INFORMATION

The Department of Public Works requests to approve the contract with MDOT State Trunkline Maintenance Contract. This is a five-year contract. The contract is for reimbursement to the City for the construction, improvement, or maintenance of state trunkline highways or bridges. Reimbursement is for any use of our equipment and material used on the state trunkline.

BACKGROUND OR PREVIOUSLY SUBMITTED INFORMATION

The previous contract was for a period of 5 years, from October 1, 2019, through September 30, 2024.

AGENDA ITEM REVIEW

Meeting Date:	September 3, 2024	Date Reviewed:	August 23, 2024
Consent:			
Administrative:	X	Reviewed By:	R. Sanchez, Clerk
Public Hearing:			

**CITY OF LAPEER
RESOLUTION #2024-19
MICHIGAN DEPARTMENT OF TRANSPORTATION
FOR MUNICIPAL TRUNKLINE MAINTENANCE
CONTRACT #2024-0345**

A regular meeting of the Lapeer City Commission of the City of Lapeer, County of Lapeer, Michigan, held at Lapeer City Hall, 576 Liberty Park, in the City of Lapeer on September 3, 2024, at 6:30 p.m., Commissioner _____ moved for the adoption of the Municipal Resolution for Municipal Trunkline Maintenance. The motion was seconded by Commissioner _____.

BE IT RESOLVED THAT the Municipal Trunkline Maintenance Contract #2024-0345 between the Michigan Department of Transportation and the City of Lapeer, in effect from October 1, 2024, through September 30, 2029, as stated in Section 27, TERM OF CONTRACT, is hereby accepted; and

BE IT RESOLVED THAT Jeff Graham is designated as Contract Administrator per Section 4 as responsible for the budget and administration of the contract and that Ross Slusher and Chad Wineman are designated as Maintenance Superintendents and Contacts per Section 5 as responsible for supervising all work covered by the contract.

BE IT FURTHER RESOLVED THAT City officials Mike Womack, City Manager, and Jeff Graham, Director of Public Works, are authorized to sign the said maintenance contract.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

MOTION CARRIED. RESOLUTION DECLARED ADOPTED.

Romona Sanchez, CMC
City Clerk, City of Lapeer

I, Romona Sanchez, do hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the 3rd day of September 2024.

Romona Sanchez, CMC
City Clerk, City of Lapeer

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF LAPEER

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the City of Lapeer, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and

approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written notice, MDOT will work with the Municipality to develop a corrective action plan. Once

both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates Jeffery Graham as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities' title for this position is Street Administrator. In the event

the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates Ross Slusher or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the “Foremen”, who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

☐ No, Firm Unit Price items will not be used.

☒ Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C 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 C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations, the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state

trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

0 percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality 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 for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

- B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the “Response”, to the Notice of Review Results indicating one of the following options:
1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
 2. The Municipality does not concur with Notice of Review Results. The “Response” will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
 3. The “Response” will include a written explanation as to any questioned item of expense. The “RESPONSE” will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
 4. The Municipality 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 MDOT to make a final decision to either allow or disallow any items of questioned cost.
- MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.

- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract “for cause”, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF LAPEER

BY: _____
TITLE:



MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquiries of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000_____	11.00_____	.50_____	11.50
\$25,001 to \$50,000 _____	10.25_____	.50_____	10.75
\$50,001 to \$75,000 _____	9.50_____	.50_____	10.00
\$75,001 to \$100,000 _____	8.75_____	.50_____	9.25
\$100,001 and over _____	8.00_____	.50_____	8.50

APPENDIX C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
• Region Engineer approval required prior to start of work. • Form 426 must be signed by the Region Engineer. • Documentation of amendment is required by the Municipality. • Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work. Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

January 30, 2024



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of _____. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name
Page 2
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

City (Village) of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

Clear Form

MUNICIPALITY FIRM UNIT PRICES

MUNICIPALITY NAME	EFFECTIVE DATE
-------------------	----------------

TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

- 1. Aggregate
- 2. Winter Sand
- 3. Salt
- 4. Other (Describe):

Item Locations

- 1. Pit Site
- 2. Yard
- 3. Other (Describe):

Price Includes

- 1. Processing or Mixing Costs
- 2. Stockpiling or Hauling to Stockpile Costs
- 3. Royalty Costs
- 4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
- 5. Winter Sand
- 6. Bituminous Costs
- 7. Other (Describe):

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form

Definitions

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
-------------------	-------	----------------

SKETCH OF ROADWAY AND SNOW HAULING LIMITS

TOTAL WIDTH OF SNOW HAULING (WSH) ft	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM) ft
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: _____ / _____ = _____ %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$



ITEM J-1

To: Mayor and City Commission
Date: August 28, 2024
RE: Boards & Commissions Appointments

MAYORAL APPOINTMENT

BOARD OR COMMISSION	MEMBER NAME	CURRENT TERM EXPIRES	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
County Center Board	Vacancy	Jan 1, 2025	1 Year		
EDC/TIFA/Brownfield	Vacancy	Mar 1, 2025	6 Year		
Local Officers Compensation Commission	Vacancy	Oct 1, 2026	5 Year		
Planning Commission	Vacancy Vacancy	Aug 1, 2027 Aug 1, 2027	3 Year 3 Year		

COMMISSION APPOINTMENTS

BOARD OR COMMISSION	MEMBER NAME	EXPIRATION	TERM LENGTH	NEW TERM EXPIRATION	COMMENTS Re: STATUS
Board of Review	Vacancy	Jan 1, 2026	3 Year		
Income Tax Board of Review	Vacancy	Dec 1, 2027	3 Year		
Prison Liaison Committee	Vacancy	Apr 1, 2025	3 Year		
Zoning Board of Appeals	Vacancy – Alternate	Apr 1, 2027	3 Year		

The following residents have applied to a Board or Commission:

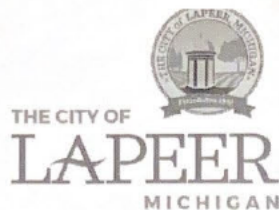
<u>Board/Commission:</u>	<u>Name:</u>	<u>Date Submitted:</u>
Planning Commission	Audrey Brady	August 12, 2024
Planning Commission	Mackey White	August 16, 2024
Planning Commission	Anissa Buffin	August 20, 2024
Planning Commission	Jannice Ferdon	August 20, 2024
EDC/TIFA/Brownfield	Jannice Ferdon	August 20, 2024
Income Tax Board of Review	Jannice Ferdon	August 20, 2024
Local Officers Compensation Commission	Jannice Ferdon	August 20, 2024

AGENDA ITEM REVIEW

Meeting Date: September 3, 2024

Date Reviewed: August 28, 2024

Reviewed By: D. Jansen, Deputy Clerk



Application for Boards and/or Commissions

Please complete, sign and date the application and return to:
City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446

810-664-5231

Email: clerk@ci.lapeer.mi.us

☐ Accuracy Board	☐ Downtown Development Authority	☐ Lapeer Neighborhoods, Inc.
☐ Board of Review	☐ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
☐ Cemetery Board	☐ Greater Lapeer Transportation Authority	☐ Local Officers Compensation Commission
☐ Center for the Arts of Greater Lapeer	☐ Income Tax Board of Review	☐ Park Board
☐ Construction Board of Review	☐ Lapeer Building Authority	☒ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I like to consider the big-picture plan in every situation and thoughtfully make decisions that support the overall strategy or mission of a group. I have experience working with various teams of people at local churches to accomplish desired outcomes and events. I will bring thoughtfulness and thoroughness to the planning commission.

Applicant Information:

Print Name:

Audrey
(First)

Brady
(Last)

Street Address:

West Genesee Street

Home Phone:

Cell Phone:

Email:

@gmail.com

Employer:

Lapeer Community Schools

Occupation:

Virtual Partnership Classroom Mentor

Educational Background:

Associates Degree in Applied Science: Interior Design from Baker College

Community Activities and/or Work Experience:

Lapeer Community Church Student Ministries
Faith Christian Family Church Children's Ministry
Chaffield School Teacher Assistant Sub
Beautiful U Salon + Spa Reception Manager

Signature

Audrey Brady

Date

8-11-24

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.



RECEIVED

Application for Boards and/or Commissions

Please complete, sign and date the application and return to:

AUG 16 2024

City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446

810-664-5231

CITY MANAGER
LAPEER, MI

Email: clerk@ci.lapeer.mi.us

☐ Accuracy Board	☐ Downtown Development Authority	☐ Lapeer Neighborhoods, Inc.
☐ Board of Review	☐ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
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☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I believe it is right and necessary for citizens of a community to sacrifice and take responsibility for the welfare of that community. As a resident of the City of Lapeer, I want to give my time and effort to help keep this place great. I know the Planning Commission has an opening and that it is an important part of our city government. With my training in philosophy, theology, and teaching, I am able to study, learn, and understand the City's Master Plan and Zoning Ordinances which will allow me to be a successful commissioner. My training in the Marines, likewise, has prepared me for working in a team, as well as using tact to engage with people of different personalities and temperaments. Altogether, I will be able to contribute to the success of the Planning Commission and to the success of the City of Lapeer.

Applicant Information:

Print Name: Mackey (First) White (Last)

Street Address: [REDACTED] N. Calhoun St. Lapeer

Home Phone: WHA Cell Phone: [REDACTED]

Email: [REDACTED]@gmail.com

Employer: Powers Catholic High School Occupation: Teacher

Educational Background:

Bachelor's Degree in Philosophy & Theology

Community Activities and/or Work Experience:

*Knights of Columbus Fundraisers *United States Marine Corps
*Support the Downtown *Teacher
*Immaculate Conception Church *Participant in City events & activities

[Signature]
Signature

8/16/24
Date

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

☐ Accuracy Board	☐ Downtown Development Authority	☐ Lapeer Neighborhoods, Inc.
☐ Board of Review	☐ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
☐ Cemetery Board	☐ Greater Lapeer Transportation Authority	☐ Local Officers Compensation Commission
☐ Center for the Arts of Greater Lapeer	☐ Income Tax Board of Review	☐ Park Board
☐ Construction Board of Review	☐ Lapeer Building Authority	☒ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I have lived in the city of Lapeer for 19 years and frequently attend the City Commission meetings, as well as other township meetings to familiarize myself with local government issues and plans.
I have a masters in Public History with an interest in city planning. I believe that it is a civic responsibility for every citizen to serve their local community. Therefore, I think I would be an asset to serve on the Planning Commission.

Applicant Information:

Print Name: Anissa Buffin
 (First) (Last)

Street Address: [REDACTED] State St., Lapeer MI 48446
 Home Phone: [REDACTED] Cell Phone: [REDACTED]
 Email: [REDACTED] charter.net
 Employer: Optum Rx Occupation: Quality Specialist

Educational Background: Associates in Education LEAN/Six Sigma Black Belt
Masters in Public History
Project Management Certification (PMP)

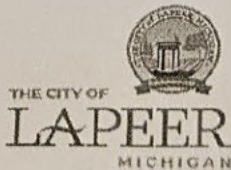
Community Activities and/or Work Experience:

Member of Local political party Member of the American Iris Society
Member of Historical Society
Member of Friends of the Library

Anissa J. Buffin
 Signature

8.20.24
 Date

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.



Application for Boards and/or Commissions

Please complete, sign and date the application and return to:
City Clerk's Office, 576 Liberty Park, Lapeer, MI 48446

810-664-5231

Email: clerk@ci.lapeer.mi.us

☐ Accuracy Board	☐ Downtown Development Authority	☐ Lapeer Neighborhoods, Inc.
☐ Board of Review	☒ Economic Development Corporation / Tax Increment Financing Authority / Brownfield Redevelopment Authority	☐ Local Development Finance Authority
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☐ Center for the Arts of Greater Lapeer	☒ Income Tax Board of Review	☐ Park Board
☐ Construction Board of Review	☐ Lapeer Building Authority	☒ Planning Commission
☐ County Center Board	☐ Lapeer Housing Commission	☐ Zoning Board of Appeals
☐ District Library Board	☐ Lapeer Housing Board of Appeals	

Please tell us why you wish to serve on this Board or Commission; describe your relevant experience; and what do you feel you can contribute to the Board or Commission:

I am a strategic, creative, compliance-focused, integrity-driven Human Resource Generalist and leader of three in collaborative planning and execution of strategic business initiatives and the implementation of new and approved processes. I welcome the challenge of problem-solving and working through obstacles that hinder progress. I am an advocate for the employee and employer, I am energized by coaching and mentoring at all professional levels for organizational excellence.

Applicant Information:

Print Name: Jannice Feldon
(First) (Last)

Street Address: Lincoln St Lapeer

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Email: [REDACTED]@yahoo.com

Employer: Hutchinson Corporation Occupation: HR Generalist

Educational Background: Certification - American Society of Employees Human Resource Generalist. 10 years Human Resource experience

Community Activities and/or Work Experience: Volunteer for Habitat for Humanity 3 yrs
Leader and First Responder of the Safety & Sustainability Committee
Certified CPR/AED First Aid including Stop the Bleed
Member of Faith Christian Family Church

Signature

Thank you for your interest in serving on one of our Boards or Commission. All information on this application is public information and subject to disclosure in response to public records request made pursuant to the Freedom of Information Act.

Date



ITEM K-1

Downtown Development Authority

August 22, 2024

“Think of the downtown as a theater and you’re the magician about to take the stage. Each business and public space is an act in your show. What’s the theme of your show? Who’s your audience? What is the story you want to tell and the message you want to deliver? “

- Michael Mode & James Alt on Thinking Like a Magician to grow and sustain vibrant downtowns.

Lapeer Main Street DDA.

- *Michigan Main Street Program/Michigan Downtown Association*
 - Michigan Main Street
 1. This year’s service through Michigan Main Street – The Story Telling Blitz with Phil Eich is completed and we have received all of the files, photos, and stories. These will start posting to social media the week of August 26th. In total there are 15 stories which will create 15 weeks of content, with posts occurring on Monday and Wednesday of each week to highlight the people in the stories.
 2. National Accreditation – Work on our annual self-evaluation continues for National Accreditation. Remember that this is an annual evaluation that we must complete and work on together as a board. In total, there are six standards that we must meet
 - We completed sections 3 & 4 in July. This month we will complete the final two standards, 5 & 6. Everything is due to National Main Street by August 30th and is submitted using an online portal. I’ve started this process already so that we will be able to make sure have everything in place before the August 30 deadline.
 3. Every other year through MMS we release a Pulse Pole survey. This survey looks at how we are doing as an organization and as a downtown. We are currently finalizing the questions for this year’s survey and will be releasing the survey in early September. The survey will be live for 2 weeks. During that time it is important that we get as much participation as possible. So please share it to your various social media platforms, email it to your friends, encourage friends to take it and provide their feedback. The survey looks at events people are coming to, what businesses they’re visiting, what kind of businesses they want to see, what types of activities and projects they would like to see downtown, and more. It is a very comprehensive survey. In the past we have had over 500 people take the survey and even came close to 1000 a couple of years ago. Let’s try to surpass that mark this year 😊 Share. Share. Share 😊
 4. I’m working with Leigh Young to submit a session proposal to present at the National Main Street Conference in Philadelphia next year. The proposal is called The Magic of Identifying and Understanding Your Community Assets and will talk about the various tools and resources through Michigan and National Main Street and using them to create a plan and initiatives to bolster economic vitality, marketing and promotion, and stakeholder engagement.
 5. Main Street America has invited to me to take part in Hill Day in February. Hill day is an advocacy effort in Washington D.C., meeting with legislators and advocating for more support for downtowns across the country. MMS would pay the expenses for this trip with Michigan being represented by myself, and the Director from Downtown Lansing.
 6. Upcoming Michigan Main Street Dates to be aware of:

- September 23 – 24 – MMS Fall Workshop – Cheboygan
- Michigan Downtown Association
 1. Lapeer will be hosting the MDA's full in person board meeting and their Regional Network event on September 26th. Location TBD. It would be great to see a few of you joining us at the Networking event and on the downtown walking tour.
 2. The MDA's Annual Conference is November 7th & 8th. This year's conference will take place in Ann Arbor.
- Connecting Entrepreneurial Communities:
 1. CEC 2025 will take place in Lapeer on May 29 & 30, 2025

Business Development - Economic Vitality

- Business Recruitment/Retention and Support
 - The Business Development Committee met on August 21 and continued the conversation on how we can support businesses and property owners within the downtown. The conversation focused primarily on Fire Suppression and is there an opportunity to upgrade water connections when parking lot improvements are done. This would save money and prevent the parking lot area from being torn up multiple times.
 - The committee also discussed inviting the new building inspector to an upcoming meeting to get his perspective and ideas on what we can do to support new and existing businesses and also share ideas and challenges. We also discussed and plan on putting together a property owner meeting. This meeting would take place after the Business Development committee has a chance to meet with the new building inspector.
 - The committee will meet again on September 18
 - Current Empty storefronts and available properties include:
 - 18 E. Nepessing St. – City Owned property – Empty, not currently for sale
 - 350 N. Court Street – 2nd/3rd Floor office space available
 - 44 W. Park Street – Calvelli's For Sale (Including Liquor License)
 - 606 N. Saginaw Street – multiple units
 - 10 E. Nepessing St. – Previously Flannagan's
 - 114 Park Street – Located next to the Chamber and Holiday Depot
 - 324 W. Nepessing Street – Under new ownership
 - 404 W. Nepessing Street – Previously Tech Smart - first two floors available for lease.
 - Business Closing
 1. 1022 W. Genesee St. – Rite Aid
 2. 404 W. Nepessing Street – Tech Smart USA
 - Business Engagement:
 1. With a handful of properties becoming available it will be important to utilize our business recruitment tools and resources. This will include our Visitor Data and Asset resources. We will also have the latest pulse poll in November and a new Market Snapshot from Michigan Main Street. Jill and I are currently working on updating our available property cut sheets and website with the latest data and numbers.
In the meantime I have meet with several interested parties that include, a business co-working pace, a couple of potential bakeries, and a few salons.

Placemaking - Design:

- The placemaking committee will meet on August 27 and will continue the conversation on the CLG program and Historic Designations in the downtown.
- The committee received the final drafts for the new Wayfinding Signs. These will be ordered with our August bills and we should have the completed signs by mid-October.
- I will also be moving forward with the other elements of our Vibrancy Grant which includes a new mural, street light banners for the Fall months, and dog bandanas and water bowls for our Hype Hound program

Outreach – Organization & Promo and Marketing:

- The Outreach committee met on August 13. The committee made the decision to postpone the Volunteer and Donor recognition event until January to make sure we have time to plan accordingly. Axecadia would still be the location for the event. This will give us time to invite volunteers and donors and also line up food, beverages, etc.

- DDA Online (social media, Website)
 - Social Media:
 - Facebook
 - Followers = 7111 followers on Facebook
 - Reach = 40,563
 - 16 New Page Likes in the last 28 days
 - 47 New Followers in the last 28 days
 - 224 Shares
 - Demographics = 80% Women 20% Men
 - Instagram
 - Followers = 1118
 - Reach = 457 in the last 28 days

Special Events:

- The event committee did not meet in August but will meet on September 3 for their quarterly meeting.
 - The PorchFest committee met for their wrap up meeting and has already started planning and thinking of ideas for 2025. Next year's PorchFest will take place on July 19
 - The Ladies Night Out committee is busy getting ready for the next Ladies Night which is planned for Friday November 15. Beyer's Furniture will serve as the starting location for this year's event.
- Upcoming Special Events
 1. Monday Night Car Cruise – May 6 - September 9
 2. Ladies Night Out – Spring – May 17
 3. Summer Concert Series – Thursdays June 6 – Aug 8
 4. Porch Fest – July 20
 5. Michigan Downtown Day – September 28
 6. Haunted Lapeer Ghost Tours – Oct. 4 & 5
 7. Treat Walk – October 26
 8. Ladies Night Out – Fall – November 15
 9. WinterFest – December 6 & 7

Sponsorships:

- Our Current Sponsorship list includes:
 - Essential Necessities and The Rock Shop – Gold Level
 - Avery's Automotive – Gold Level
 - Jay's Septic – Diamond Level,
 - Kin Thai – Gold Level
 - Milnes Automotive – Platinum
 - State Farm – Pat Cronin – Friend
 - Security Credit Union – Platinum
 - PASS – Bronze
 - Comcast - Gold

Partnerships:

- The DDA was part of a great collaboration with The Lapeer District Library and The City to complete the Nature on Nepessing Street scavenger hunt. This program creates an art based scavenger hunt inspired by children's books that utilize locations around the downtown between the Library and the Pocket Park. We have had multiple people already enjoying the project, including one family who has done it multiple times and an older couple that was here from Florida and enjoyed doing it while visiting the downtown.
- Lapeer, Imlay City and Almont are hoping to work together to make a fun video to promote our downtowns and have the video launch for Michigan Downtown Day in September.
- MEDC – I'll be joining the MEDC in Ypsilanti on September 12th as part of their Technical Assistance Advisory Council.

Administrative:

- *Staff:* I will be out of the office from August 30 – September 3 – to celebrating our 1 year anniversary.

James Alt

Lapeer DDA Executive Director,
810-728-6598

james@lapeerdda.com

CITY OF LAPEER, 576 LIBERTY PARK, LAPEER, LAPEER COUNTY, MICHIGAN 48446
2024 MEETING DATES

N-1

In accordance with the Open Meetings Act, MCL 15.261 et. Seq., notice is hereby given that every meeting of the City Council, Boards, Authorities and Commissions of the City of Lapeer shall be open to the public. Notice is further given that the following City Council, Boards, Authorities and Commissions are regular meeting dates for 2024. A public notice of each special or rescheduled meeting will be posted at least 18 hours prior to the time of the meeting.

Board/Commission	Location	Time	January	February	March	April	May	June	July	August	September	October	November	December
City Commission	Commission Chambers	6:30 P.M.	2, 16	5, 20	4, 18	1, 15	6, 20	3, 17	1, 15	5, 19	3, 16	7, 21	4, 18	2, 16
1 st & 3 rd Monday	of each Month													
Cemetery Board	Mt. Hope Cemetery	2:00 P.M.	--	--	--	--	--	--	--	--	--	17	--	--
3 rd Thursday of Oct	Building													
Downtown Development Authority	2 nd Floor Conference Room	8:00 A.M.	24	28	27	24	22	26	24	28	25	23	27	25
4 th Wednesday	of each Month													
Economic Development Corp (EDC) & Tax Increment Finance Auth (TIFA)	2 nd Floor Conference Room	8:00 A.M.	10	14	13	10	8	12	10	14	11	9	13	11
2 nd Wednesday	As needed													
Housing Commission	2 nd Floor	4:00 P.M.	18	15	21	18	16	20	18	15	19	17	21	19
3 rd Thursday	Conference Room													
of each Month														
Local Development Finance Authority (LDFA)	2 nd Floor Conference Room	8:00 A.M			5			4			3			3
1 st Tuesday March/June/Sept/	Dec as Needed													
Park Board			--	--	--	--	--	--	--	--	--	--	6	--
Planning Commission	Commission Chambers	6:30 P.M.	11	8	14	11	9	13	11	8	12	10	14	12
2 nd Thursday	of each Month													
Zoning Board of Appeals	Commission Chambers	6:30 P.M.	22	26	25	22	27	24	22	26	23	28	25	23
4 th Monday	of each Month													

Address of the above locations are as follows:

Commission Chambers: City Hall, 576 Liberty Park
Mt. Hope Cemetery: 1230 Park Street

Romona Sanchez, CMC
City Clerk

City of Lapeer
576 Liberty Park, Lapeer
Lapeer County, Michigan 48446 (810) 664-5231



MAT. TRANS.

To: City Commission
Date: September 3, 2024
RE: Material Transmittals

None.