

City Council Meeting

December 2, 2019 6:00 p.m.

Cadillac Municipal Complex Council Chambers 200 N. Lake St. Cadillac, MI 49601



December 2, 2019 City Council Meeting Agenda 6 p.m. at City Hall – 200 N. Lake St. – Cadillac, MI 49601

We are fully present

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

- I. APPROVAL OF AGENDA
- II. PUBLIC COMMENTS

It is requested that comment time be limited to three (3) minutes.

III. CONSENT AGENDA

All items listed on the consent agenda are considered routine and will be enacted by one motion with roll call vote. There will be no separate discussion of these items unless a Council Member so requests it, in which event the items will be removed from the consent agenda and discussed separately.

A. Minutes from the regular meeting held on November 18, 2019. Support Document III-A

IV. CITY MANAGER'S REPORT

- A. Alliance for Economic Success Update
 - Mitchell Street Corridor Study
 - MSHDA Neighborhood Improvement Grant with Wexford-Osceola Habitat for Humanity

Cadillac City Council Agenda

December 2, 2019 Page 2

- Retail/Restaurant Study
- Consumers Energy Foundation People Fund Application with Baker College and the Cadillac Area Human Resource Association (CAHRA)

V. ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution to Enter into Contract with the Michigan Department of Transportation for Trunkline Maintenance.

Support Document V-A

VI. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

A. Elected Officials Compensation Commission Support Document VI-A

VII. PUBLIC COMMENTS

It is requested that comment time be limited to three (3) minutes.

- VIII. GOOD OF THE ORDER
 - IX. ADJOURNMENT

Core Values (R.I.T.E.)

Respect
Integrity
Trust
Excellence

Guiding Behaviors

We support each other in serving our community
We communicate openly, honestly, respectfully, and directly
We are fully present
We are all accountable
We trust and assume goodness in intentions
We are continuous learners

CITY COUNCIL MEETING MINUTES

November 18, 2019

Cadillac City Hall – 200 N. Lake St. - Cadillac, Michigan 49601

CALL TO ORDER

Mayor Filkins called the City Council meeting to order at approximately 6:00 pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Present: Spoelman, Engels, Schippers, King, Mayor Filkins

Council Absent: None

Staff Present: Peccia, Roberts, Ottjepka, Dietlin, Wallace, Coy, Homier, Wasson

APPROVAL OF AGENDA

Peccia requested the agenda be amended to remove Item IX-A (Adopt Resolution for Combined Brownfield Plan for the Northwood 101 Harris Redevelopment and set a public hearing for December 2, 2019).

2019-243 Approve agenda as amended.

Motion was made by Schippers and supported by Engels to approve the agenda with the removal of Item IX-A as requested by the City Manager.

Motion unanimously approved.

PUBLIC COMMENTS

Bryan Elenbaas thanked the people of Cadillac that voted for him. He also thanked Council Member Spoelman for her many years of service to the City and for her work with the Rotary Club and other community activities.

Randy Lindell commented on the military style vehicle acquired by the City, a former City employee, and some comments made on Facebook after the recent election.

CONSENT AGENDA

2019-244 Approve consent agenda as presented.

Motion was made by Spoelman and supported by Schippers to approve the consent agenda as presented.

Motion unanimously approved.

COMMUNITY SPOTLIGHT

A. Explore 131 North

Peccia noted there was an effort started by Networks Northwest several years ago to facilitate conversation between municipalities anchored by Cadillac to the south and Petoskey to the north for the purposes of establishing a branding identity and marketing identity for that corridor area. He stated Lindsey Westdorp and Will McConnell from Bit Social Media are in attendance to present information about marketing strategies that have been implemented for the Explore 131 North Corridor.

Lindsey Westdorp noted Bit Social Media was contracted to launch a marketing effort on behalf of the Explore 131 North Partner Communities. She displayed and described some of the marketing strategies being utilized to promote recreation, tourism and economic development such as postcard mailings, Facebook.com/EXPLORE131N, and the website www.EXPLORE131NORTH.org.

Peccia stated the primary objective is to create more economic development by bringing awareness of what is available within the corridor between Cadillac and Petoskey.

PUBLIC HEARINGS

A. Public hearing to consider adoption of Ordinance to Amend the City of Cadillac Zoning Ordinance to Regulate Certain Recreational/Adult-Use Marihuana Establishments Operated in Accordance with State Law.

Peccia noted the proposed amendments to the Zoning Ordinance were unanimously approved by the Planning Commission.

John Wallace, Community Development Director, presented information regarding the proposed Medical and Recreational Marihuana Zoning Amendments. (see attachment)

Mayor Filkins opened the public hearing.

Scott Dianda stated he represents a recreational marihuana microbusiness that is interested in opening a business in Cadillac that will have a local owner.

Robert Heinz, co-owner of the property at 501 N. Mitchell, stated they want to transform the building into a medical marihuana retail store. He noted it appears that because of the restrictions on properties between North Street and South Street the building would not be permitted for this use.

Randy Lindell expressed concerns about marihuana facilities on Mitchell Street being handicap accessible.

Bob Jones expressed opposition to the proposed ordinance.

Mayor Filkins closed the public hearing.

Mayor Filkins requested that clarification be provided regarding the issue raised by Robert Heinz.

Peccia stated that, as with any ordinance under consideration, Council has the ability to accept the ordinance as presented or amend the ordinance.

Peccia stated in simply not allowing retail-type stores on Mitchell Street in what is commonly defined as the core downtown area, a compromise was put together for the Planning Commission to consider which was to allow the use above-grade (upstairs) or below-grade (downstairs). He noted this doesn't necessarily mean there wouldn't be an elevator or ramp or some other means for individuals with accessibility issues to go up or down. He stated this recommendation was made so the use would not be permitted on the atgrade (main level) within the core downtown between North Street and South Street.

Peccia stated that most of the buildings within the core area are also older buildings so it would be the responsibility of the property owner or tenant to make whatever improvements that would be necessary to accommodate ADA requirements.

Peccia noted the total number of retail licenses permitted under the current ordinances is four (4).

Schippers asked if the Planning Commission received feedback from downtown merchants that created this North Street to South Street corridor, or did it come from somewhere else.

Peccia noted it basically came from looking at trying to keep the use off of the main street between North Street and South Street from a staff level, whereas originally there was conversation at the Council level about only having the use outside of the core downtown area. He stated as a compromise they looked at how to have the use still primarily outside of the core area but if permitted in the core area it is done in a manner where it's not going to be on the main level.

Mayor Filkins noted it was a compromise and it allows the City to ease into the establishment of marihuana businesses.

King stated many of businesses in the downtown area have entrances from a street level that would allow people to park and have direct access into the business.

Spoelman stated she heard comments from community members who had issues with the use being in the core downtown area. She noted she also understands the comments made by the person wanting to establish a business one block over (Bremer Street).

King stated these ordinances provide a starting point that will allow businesses to be established and it is manageable.

2019-245 Adopt Ordinance 2019-14.

Motion was made by King and supported by Schippers to approve the resolution to adopt Ordinance to Amend the City of Cadillac Zoning Ordinance to Regulate Certain Recreational/Adult-Use Marihuana Establishments Operated in Accordance with State Law.

Motion unanimously approved.

B. Public hearing to consider adoption of Ordinance to Amend the City of Cadillac Zoning Ordinance to Regulate Certain Medical Marihuana Facilities Operated in Accordance with State Law.

Mayor Filkins opened the public hearing.

Misty Bates stated she supports the use of marihuana but feels it should be far away from schools and should not be allowed in the downtown area.

Bryan Elenbaas briefly discussed marihuana businesses in other cities. He stated store owners will need to ensure people aren't congregating near the stores.

Robert Heinz asked Council to consider changing the North Street boundary.

Jerry Deer expressed concerns about signage for retail outlets. He noted he has questions about how complaints will be filed and handled.

Don Koshmider stated it is important to ensure marihuana businesses are accessible to everyone.

Robert McCurren, co-owner of the property at 501 N. Mitchell, asked if it was possible to reconsider the North Street boundary.

Mayor Filkins closed the public hearing.

Engels asked if a motion could be made to amend the ordinance (Recreational Marihuana) that was just passed.

City Attorney Homier stated there would have to be a motion to rescind the adoption first and then an amendment followed by readoption of the ordinance.

2019-246 Adopt Ordinance 2019-15 as amended.

Motion was made by Engels and supported by Spoelman to amend the Ordinance (Medical Marihuana) to replace the northern boundary of the downtown area from North Street to Bremer Street.

Motion unanimously approved.

Engels asked how many lots, other than the two (2) in front of Lincoln School, would be affected by instituting a barrier of 300 feet from schools for retail businesses.

Wallace stated it would just preclude the east side of Mitchell Street.

Engels asked the best way to state that the use would not be permitted on properties adjacent to schools.

Homier stated revising Sec. 46-753 subsection (8)(a) to state "A provisioning center may not be located immediately adjacent to a public or private K-12 school or a college or university, subject to subsection (8)(c)."

2019-247 Adopt Ordinance 2019-15 as amended.

Motion was made by Engels and supported by King to amend the Ordinance (Medical Marihuana) as stated by the City Attorney.

Motion unanimously approved.

2019-248 Rescind motion to adopt Ordinance 2019-14.

Motion was made by King and supported by Schippers to rescind the original motion to adopt the Ordinance to Amend the City of Cadillac Zoning Ordinance to Regulate Certain Recreational/Adult-Use Marihuana Establishments Operated in Accordance with State Law.

Motion unanimously approved.

2019-249 Adopt Ordinance 2019-14 as amended.

Motion was made by King and supported by Engels to approve the resolution to adopt Ordinance to Amend the City of Cadillac Zoning Ordinance to Regulate Certain Recreational/Adult-Use Marihuana Establishments Operated in Accordance with State Law, amending the boundary line to Bremer Street and adding the language stated by City Attorney Homier regarding medical provisioning centers not being adjacent to schools as defined in the ordinance.

Motion unanimously approved.

C. Public hearing to consider adoption of Resolution Designating a Commercial Rehabilitation District (Cadillac East Commercial Rehabilitation District No. 1).

Peccia stated this is an incentive tool that freezes the taxable value of the building and exempts the new investment from local taxes for a period up to ten (10) years, school operating tax and state education tax are still levied on the new investment. He noted land and personal property are not eligible for abatement under this act. He stated a minimum investment of \$150,000 is required to be eligible for this program.

Mayor Filkins opened the public hearing.

Aaron Hosner asked if this will affect property taxes of homeowners in the area.

Sheryl Mase, Director of the Mid-Michigan Library League, distributed and read a statement from Tracy Logan-Walker, Library Director, about some of the resources offered by the Cadillac Wexford Public Library.

Ron Hamilton stated he is representing the Cadillac Masonic Building. He asked how this program will assist in upgrading some of the downtown buildings.

Dr. Randy Myers asked if the DDA is different than the Rehabilitation and Redevelopment Districts. He asked if it is in the plan to create or reestablish a medical health region within Cadillac East District.

Melissa Hanford asked about the minimum amount of investment, the length of time of the exemption, the assessment value after the exemption period, and if the taxable amount moves from where it is frozen to the current amount.

Bob Jones stated he has a number of questions and requested a meeting with a staff member.

Mayor Filkins closed the public hearing.

Peccia noted this a State of Michigan Program that the City has the authority to offer as long as we first establish an area in which we would be willing to accept applications from eligible commercial entities. He stated by law the City is required to send letters to all property owners in the area. He noted this program and the next program that will be discussed do not provide any incentive for residential properties.

Peccia stated if the City establishes the districts, there are no automatic tax abatements or exemptions provided. He noted it is incumbent upon the property owner to utilize the State of Michigan application form for this program and then work with the City to determine eligibility. He stated the minimum investment threshold of \$150,000 is required for a commercial entity to be eligible to apply for a Commercial Rehabilitation Exemption Certificate. He noted the property owner must pay a Commercial Rehabilitation Tax rather than the normal property tax. He stated the Commercial Rehabilitation Tax freezes the taxable value of the building and exempts the new investment from local taxes. He noted after the ten (10) year period, property taxes return to the full amount.

Peccia noted other state grants and potential funding opportunities are available for larger economic development projects. He stated in order for projects to even qualify for the funding opportunities there needs to be a local commitment of support to the project. He noted this type of program would constitute a local commitment of support.

Peccia stated, as an example, the Cadillac Lofts project had several layers of different state programs put together to make all of the numbers work for the several million dollars of investment.

Peccia noted the DDA is looking at altering the boundaries in the near future.

Peccia stated in reviewing the zoning map, there is no particular land use identified for a medical health region but it doesn't mean it couldn't be discussed as part of a Master Plan update in the future.

Peccia noted tax exempt organizations are not eligible for tax abatements.

King stated by establishing a rehabilitation district and/or redevelopment district along with the other grants that are available it allows someone that has a building downtown to come into the City and present their idea for redeveloping their building. He noted the City can then provide information on the opportunities that are available that may make it more affordable to spend the money for rehabilitating or redeveloping the property. He stated by adopting the Commercial Rehabilitation District and Commercial Redevelopment District the City is providing more opportunities for property owners.

Peccia stated the City views this as a paying it forward investment. He noted the City is feeling the impact of reduced revenue sharing numbers. He stated these programs redirect future positive growth away from the City's coffers for up to ten (10) or twelve (12) years but the objective is to see a rise in overall property values because of these types of programs. He noted when the incentive period ends the full tax rate is in effect and in the interim there are more opportunities for shopping, dining, and housing in the community.

Schippers asked how this will impact homeowners.

Peccia stated there is no direct impact to homeowners because residential properties are not eligible for these incentives. He noted if the City implements policies that improve the City it elevates everyone's property values.

Mayor Filkins encouraged anyone with questions to contact the City Manager.

Spoelman clarified that the millages for organizations such as the Library, Council on Aging, MSU Extension, ambulances, and road patrol will not be affected by these programs because the tax amount currently paid will not be lowered. She added they will not have less revenue then they have now.

Schippers stated it is very future thinking because without these types of incentives for development there may never be increased tax revenues.

2019-250 Adopt Resolution Designating a CRHD District (Cadillac East).

Motion was made by King and supported by Schippers to adopt the Resolution Designating a Commercial Rehabilitation District (Cadillac East Commercial Rehabilitation District No. 1).

Motion unanimously approved.

D. Public hearing to consider adoption of Resolution Designating a Commercial Redevelopment District (Cadillac East Commercial Redevelopment District No. 1).

Peccia stated this tool abates the property taxes generated from new investment for up to twelve (12) years and the application process must be completed prior to starting the project. He noted the investment threshold is \$250,000 for this program.

Mayor Filkins opened the public hearing.

Kathy Lawie asked if a certain amount needs to be invested.

King stated it requires an investment of at least \$250,000 for redevelopment and \$150,000 for rehabilitation. King noted a property owner can only utilize one of the incentive programs.

Mayor Filkins closed the public hearing.

Peccia noted the Michigan Economic Development Corporation Fact Sheets that explain the Commercial Rehabilitation Act and the Commercial Redevelopment Act will be placed on the City's website.

2019-251 Adopt Resolution Designating a CRD District (Cadillac East).

Motion was made by King and supported by Spoelman to adopt the Resolution Designating a Commercial Redevelopment District (Cadillac East Commercial Redevelopment District No. 1).

Motion unanimously approved.

COMMUNICATIONS

A. Downtown Cadillac Association

2019-252 Approve Christmas Garland Lighted Drape.

Motion was made by Spoelman and supported by King to approve the request from the Downtown Cadillac Association to display the Christmas Garland Lighted Drape from December 2, 2019 to February 3, 2020.

Motion unanimously approved.

B. Cadillac Symphony Orchestra

2019-253 Approve banner for Cadillac Area Symphony Orchestra.

Motion was made by Schippers and supported by King to approve the display of a banner from November 18-25, 2019 for the Cadillac Area Symphony Orchestra.

Motion unanimously approved.

APPOINTMENTS

A. Recommendation regarding appointment to the Cemetery Board.

Schippers noted Bryan Elenbaas was recently elected to City Council. She asked if members on the boards are supposed to be non-elected officials.

Peccia stated traditionally the Boards and Commissions are filled by people that are appointed by City Council and are not typically members of the City Council. He noted there are currently two (2) Council Members that are also appointed to Boards and Commissions. He stated in one instance it's designated by City Charter and in the other instance it is not. He noted incompatibility of office issues were reviewed and it was determined though the legal department there were no incompatibility of office related issues.

2019-254 Approve appointment to the Cemetery Board.

Motion was made by Schippers and supported by Engels to approve the appointment of Bryan Elenbaas to the Cemetery Board for a partial term to expire on January 1, 2021.

Motion unanimously approved.

B. Election of Mayor Pro Tem.

Article 3, Section 3.9 (a) of the City Charter states the following: The Council at its first meeting after the regular city election shall elect one of its members to serve as Mayor Pro Tem for a term to coincide with the Mayor's two-year term of office. Such election shall be by written ballot and by majority vote of the members of the Council in office at the time.

Council Member Schippers received four (4) votes and Council Member King received one (1) vote. Council Member Schippers will serve as Mayor Pro Tem for a term to coincide with the Mayor's two-year term of office.

CITY MANAGER'S REPORT

A. Bids and recommendation regarding Municipal Water Supply Well Drilling.

Peccia stated as part of Phase II of the well field relocation project, the City needs to install two (2) additional wells at the 44 Road well field location. He noted installing the wells now will enable the project to move forward significantly faster one the USDA-RD loan process has been finalized. He stated bids were recently sought for this work and the attached communication from Larry Fox from C2AE, the City's engineer for this project, includes the recommendation in more detail. He noted the recommendation is to award the contract to C.S. Raymer Water Supply Contractors in accordance with their bid. He stated funds are available in the Water and Sewer Fund as part of the overall well field project.

2019-255 Award contract for Municipal Water Supply Well Drilling.

Motion was made by Schippers and supported by Spoelman to award the contract for Municipal Water Supply Well Drilling to C.S. Raymer Water Supply Contractors in accordance with their bid.

Motion unanimously approved.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution to Establish Committee to Select Applicants Under Competitive Process for Recreational Marihuana Establishments and Medical Marihuana Facilities.

Peccia stated according to the marihuana ordinances that were adopted earlier this summer, the City Council has the ability of establishing this committee that will provide the licenses to the applicant for the various categories and/or take them through the competitive process should there be more applicants than licenses allowed for a specific category.

Peccia noted the committee being recommended includes the City Attorney, Director of Public Safety, Community Development Director, City Manager, and City Clerk.

Spoelman asked why there aren't any members other than City staff on the committee.

Peccia stated the competitive based design is already codified through the City Council. He noted every member will be able conduct a review and score the applications that are received. He stated the committee will be operating as a public body so the meetings will be public meetings.

Mayor Filkins stated as with other actions taken regarding marihuana, adjustments can be made if deemed necessary.

Spoelman stated she believes the purpose of a committee is to have members with different strengths and different backgrounds.

Mayor Filkins suggested adding the Chair of the Planning Commission to the committee.

Engels stated after the applicants are selected it would need to go to the Planning Commission for a special-use permit.

Peccia asked the City Attorney if there would be a conflict if the Chair of the Planning Commission is added to the selection committee.

Homier stated they are entirely separate issues with one being the potential of receiving a permit and the second involving land use criteria.

Engels asked if they want to replace one of the committee members with the Chair of the Planning Commission or spell it out as "a City-appointed citizen".

Peccia stated an option is to simply add the Chair of the Planning Commission as a member.

Homier stated the ordinance do not specify the membership but he doesn't recommend having an even number of members on the committee.

2019-256 Adopt Resolution to Establish Committee to Select Applicants Under Competitive Process for Recreational Marihuana Establishments and Medical Marihuana Facilities as amended. Motion was made by Spoelman and supported by Schippers to adopt the Resolution to Establish Committee to Select Applicants Under Competitive Process for Recreational Marihuana Establishments and Medical Marihuana Facilities as amended to remove the City Clerk and include the City Manager, City Community Development Director, City Director of Public Safety, City Attorney, and Chairperson of the Planning Commission.

Motion unanimously approved.

MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Downtown Development Authority
- B. Wexford County Airport Authority

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Schippers noted the Mayor's Youth Council will meet at 4:00 pm on November 20, 2019.

<u>ADJOURNMENT</u>

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk





Recently Adopted Marihuana Ordinances

Ordinance No. 2019-12

AN ORDINANCE TO ADD NEW SECTION 10-2 TO CHAPTER 10 OF THE CADILLAC CITY CODE TO ALLOW CERTAIN RECREATIONAL MARIHUANA ESTABLISHMENTS OPERATED IN ACCORDNACE WITH STATE LAW

Ordinance No. 2019-13

AN ORDINANCE TO ADD NEW SECTION 10-3 TO CHAPTER 10 OF THE CADILLAC CITY CODE TO ALLOW CERTAIN MEDICAL MARIHUANA FACILITIES OPERATED IN ACCORDNACE WITH STATE LAW

Marihuana Establishment or Facility Functions

Growing

- Marihuana Grower
- Medical Marihuana
 Grower
- MarihuanaMicrobusiness

Processing-Transporting- Safety Compliance

- Marihuana Processor
- Marihuana Secure Transporter
- Medical Marihuana
 Secure Transporter
- Marihuana Safety Compliance
- Medical Marihuana
 Safety Compliance

Retailing

- Marihuana Retailer
- Medical Marihuana Provisioning Center

Designated Zoning Districts for Categories of Marihuana Establishment or Facilities

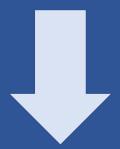
Growing

Processing-Transporting-Safety Compliance

Retailing



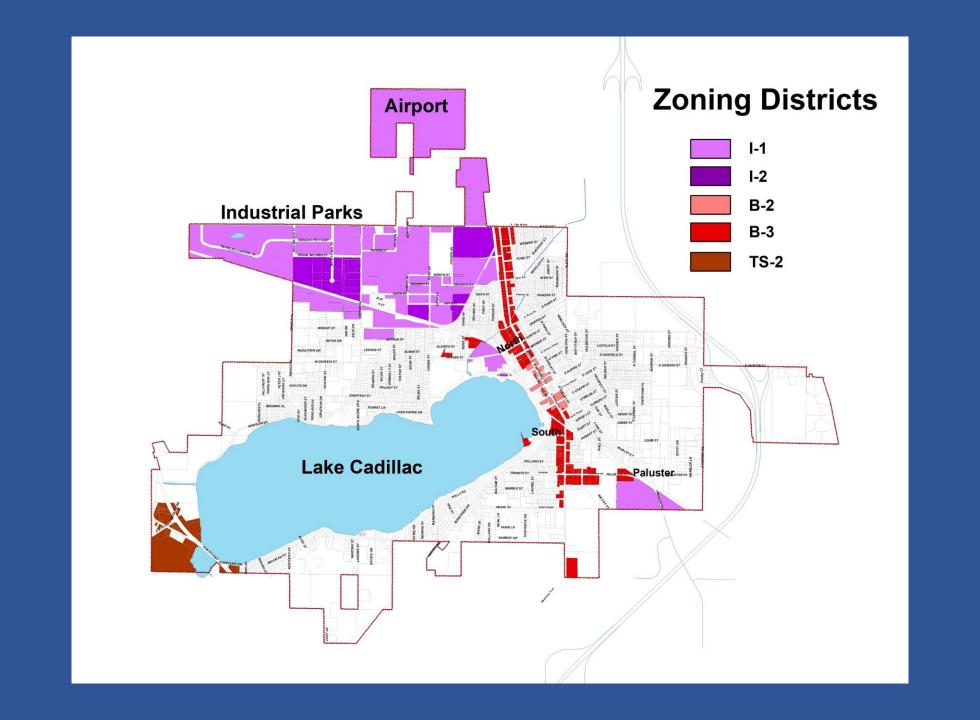


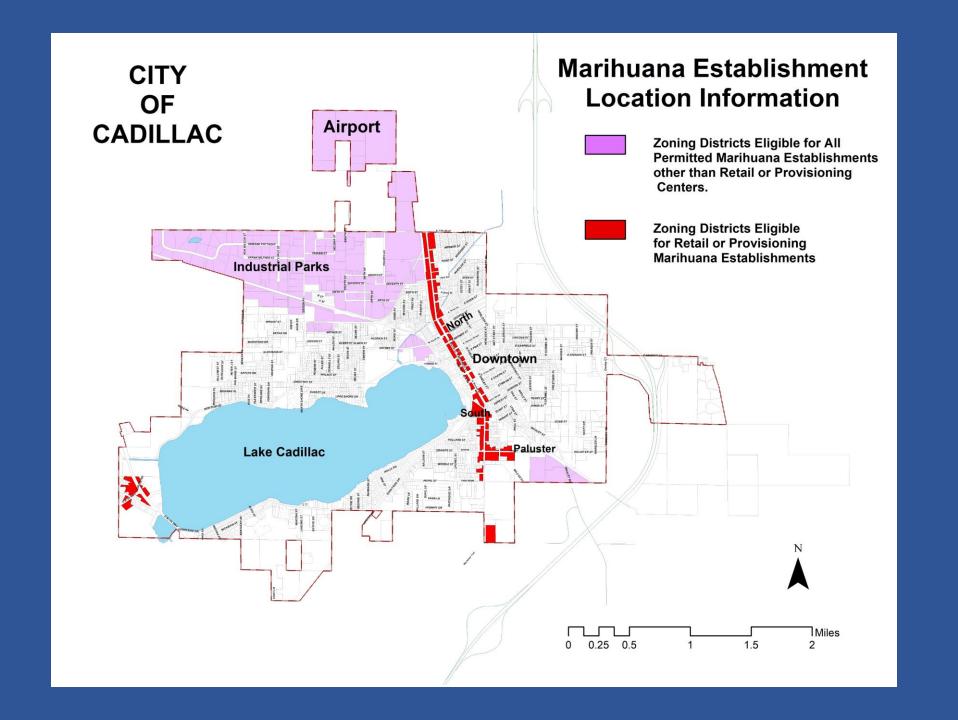


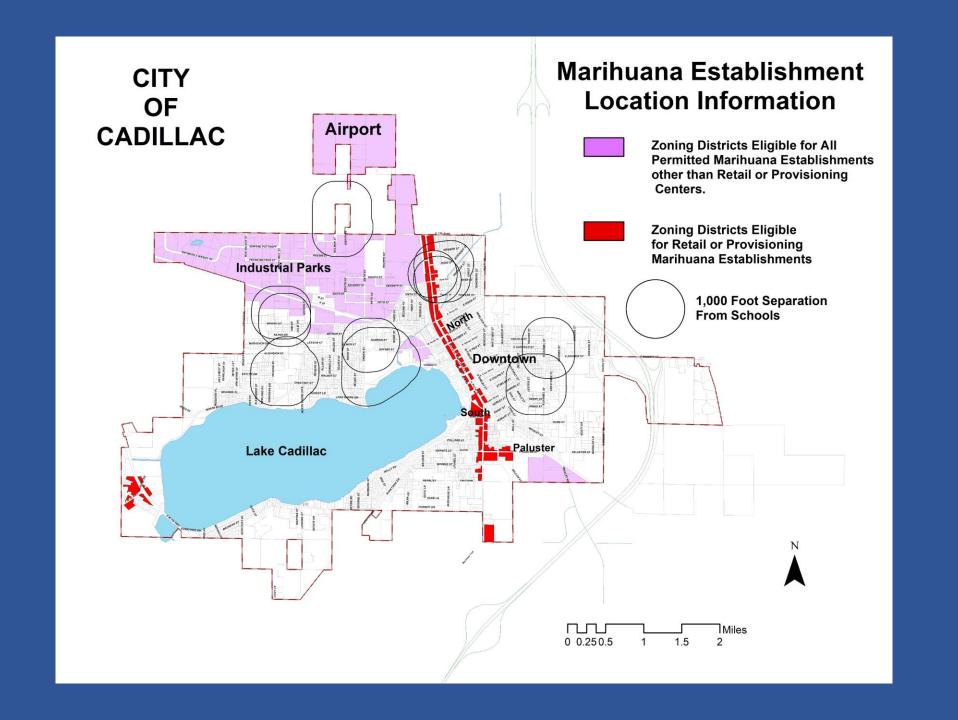
I-1 and I-2
Industrial Districts

I-1 and I-2
Industrial Districts

Portions of the B-2, B-3, and TS-2 Districts







Retailers or Provisioning Centers in a B-2 or B-3 District must be located on a Mitchell Street or Paluster Street parcel except that no retailers may be located on the Section of Mitchell Street between North and South Streets unless the following two requirements are met:

- The retail store or provisioning center must be located on an upper level or subgrade level of the building and not on the ground level (with "grade" and "ground level" measured at Mitchell Street; and
- The entrance for the retail store or provisioning center must face the alley located behind the building and not Mitchell Street.

A retailer in the TS-2 district must be located on a parcel that has frontage on M-115 or M-55, except that no retailers may be located on any parcel with frontage on Lake Cadillac.

Minimum Distancing Regulations

- An establishment or facility other than a retail store or provisioning center may not be located within 1,000 feet of a public or private K-12 school or a college or university.
- A grower, processor, safety compliance establishment, or microbusiness, may not be located within 500 feet of any existing one-family dwelling.

Minimum Distancing Regulations (cont'd)

 A retail store or provisioning center may not be located within 100 feet of any existing onefamily dwelling.

 There isn't a minimum distance requirement between marihuana establishments or facilities.

Prohibited Uses

There shall be zero designated consumption establishments.

There shall be zero temporary marihuana events.

Special Use Permit

- All marihuana establishments or facilities shall only be approved through the special use permit process.
- Any special use permit granted for a marihuana establishment or facility is unique and specific to the applicant and does not run with the land. The special use permit may be transferred to another marihuana establishment only with city approval and subject to Section 10.2-04 of the City Code.

Operational Requirements (Retail and Provisioning Centers)

The proposed zoning amendments for medical and recreational marihuana establishments have operational requirements which are aimed at improving compatibility with surrounding uses and minimizing potential negative impacts including:

- Regulation of hours of operation
- Regulation of hours of delivery
- Prohibition of display of products in a manner visible from outside of the building.
- Security provisions.

Design Requirements (Retail and Provisioning Centers)

The proposed zoning amendments for medical and recreational marihuana establishments have design requirements which are aimed at ensuring compatibility with surrounding uses and providing for high quality architectural design. Key design requirements include the following:

- Compatibility with surrounding businesses
- Wall articulation which prevents long blank walls and creates visual interest through architectural features such as columns, pilaster, piers, window patterns and building offsets.
- Maintaining front façade quality on all sides of the building
- Use of base and top treatments.

Design Samples



Design Samples



Design Samples



Lincoln School



CITY OF CADILLAC RESOLUTION TO ENTER INTO CONTRACT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR TRUNKLINE MAINTENANCE

Resolution No. 2019-xxxxx

WHEREAS, the City of Cadillac agrees to enter into a contract with the Michigan Department of Transportation (MDOT) for maintenance of State trunkline; identified as follows:

MDOT Contract No. 2019-0649 Region: North Agenda: DAB

NOW THEREFORE, BE IT RESOLVED that the Cadillac City Council does approve the contract and hereby authorizes Director of Finance Owen Roberts to execute the contract on behalf of the City of Cadillac.

Motion by xxxx, supported by xxxxx
Ayes:
Nays:
I, Sandra Wasson, do hereby certify that the above is a true and complete copy of a Resolution adopted by the Cadillac City Council, at a regular meeting, held at 6:00 P.M. on Monday, December 2, 2019, in the Council Chambers of the Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, MI.
Sandra Wasson, City Clerk
Dated: December 2, 2019

CONTRACT NO. 2019-0648 REGION: NORTH AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION STATE TRUNKLINE MAINTENANCE CONTRACT CITY OF CADILLAC

This Contract, made and entered into this date of	, by and between
the Michigan Department of Transportation (MDOT), and the Michigan mu	nicipal
corporation (Municipality) of the	
City of Cadillac.	

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. MDOT, subject to the approval of the State Administrative Board; 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

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.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work 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 Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. 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.
 - 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.
 - 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.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
 - 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 comprehensive 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 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 and public utilities or when specifically waived by the Municipality in writing.
- 3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury -- \$500,000 each occurrence

- \$500,000 each aggregate

Property Damage -- \$250,000 each occurrence

\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

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 system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

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.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

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

		unicipality hereby designa				_
		istrator on state trunkline				
		stration of the Contract.		•	•	•
		ct Administrator, the Mu in writing.	nicipality will	notify MDOT	within (30)	days of the
0 4	~	CUPEDINGVON				
Section	n 5.	SUPERVISION				
	The M	unicipality hereby designat	es, where appl	cable, the follow	wing:	
	Maintenance Superintendent (Streets): Ken Payne					
	Signal/Electrical Superintendent: Ken Payne					
	Storm	Sewer Superintendent: <u>Ker</u>	Payne			
	Other (Specify): N/A			*	

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Wages paid by the Municipality for work on state trunkline highways will be the same as

Section 6. WAGE SCHEDULE

on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regula ate paid if not specified in the attached labor agreement).	r
See Union agreement	
	_
Pay for "show-up time" (Specify under what conditions and number of hours, if minimum number is used and is not specified in the attached labor agreement). See Union agreement	a
	_

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 under this Contract, may, at the option of the Municipality, 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 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 including aggregates and bituminous materials, 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.

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.

FIRM UNIT PRICES

<u>ITEM KIND</u> N/A	ITEM LOCATION	PRICE <u>UNIT</u>	PRICE <u>INCLUDES*</u>	PER UNIT
	following applicable numb	per(s):		

08/01/2019 6 MaintReg *v11w*

<u>Item Kind</u> <u>Item Locations</u> 1. Processing/or Mixing Costs 1. Dit Site

- Processing/or Mixing Costs
 Stockpiling/or Hauling to

 Stockpile Costs

 Pit Site
 Yard
 Other (Describe)
- 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)

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above 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(D). 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. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, 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 said subcontracted work. The scope of work and specifications (if any) 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 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 subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

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

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- A. <u>Subcontracts \$24,999 or less:</u> 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 for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. <u>Subcontracts \$25,000 or greater:</u> The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined 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 shall be submitted to MDOT on DEPARMENT 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. The Municipality agrees to review its insurance programs with its statewide association in an attempt 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 to MDOT.

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 Law for all employees performing work under this Contract, MCL 500.3400, et seq.

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year 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.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other 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 prior to the start of the review for each respective year of the Contract period.

- A. 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.
- B. 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.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. 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.
- E. 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 of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, 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.

- F. 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.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. 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.
- I. 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 Maintenance Superintendent (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.

J. 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.

- J. 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.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. 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. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater shall submit request for reimbursement on a monthly basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent 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 Maintenance Superintendent 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.

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. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT 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, based upon this calculation, is paid at the rate of 50 percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

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 PAVEMENT MARKING 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 PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING 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 SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP 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 furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance 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. No such cost records are 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 with regard to the 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.

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 under 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 this Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

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.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

- 1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
- 2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
- 3. Include a written explanation as to any questioned item of expense. Hereinafter, 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 Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 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 the course of 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.
- If, 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.
- 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. In the event that 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 mutually 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, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.
 - The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.
- B. Upon termination of this Contract "for cause" or any reason, 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 expired or 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, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement 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. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

08/01/2019 22 MaintReg *v11w*

SECTION 31: AUTHORIZED SIGNATURE(S)

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

CITY	OF CADILLAC	
BY: _	TITLE:	
BY: _	TITLE:	
МІСН	IGAN DEPARTMENT OF TRANSPORTATI	ON
BY: _	TITLE: MDOT Director	

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

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.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit 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 (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

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.

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

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. 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 capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (See winter maintenance patrol above)

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 codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

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.
- In the event that the Michigan Civil Rights Commission finds, after a hearing held 8. 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.
- 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 <u>lipsel 25</u>, 2017.

APPROVED
State
Administrative Board

4-25-17 Love M. Comin

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)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
Region Engineer approval required prior to start of work.	\$499,999 or less	Not required
• Form 426 must be signed by the Region Engineer.		Note: Emergency contracts \$250,000 or greater require SAB approval.
• Documentation of amendment is required by the Municipality.	\$500,000 or greater	Required prior to the start of work
 Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval 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.

April 25, 2017





PAUL C. AJEGBA DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name Address Contact Person, Title

RE: Clarification of 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 2, 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 of The work activities are to be conducted by the City as a part of the Contract with MDOT.
The Scope of Work shall include traffic control to perform the work.
Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.
Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters return the other copy to my attention.	enclosed. Please keep one copy for your records and
	Sincerely,
	Name Maintenance Engineer MDOTTSC
APPROVED BY:	
City of agrees to the terms and con	nditions stated in this agreement.
Dated this, 2014	
Name, Title	
APPROVED BY:	
	Date
Region Engineer Michigan Department of Transportation	

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy

Facility Utilities

Freeway Lighting Energy

Operation of Pump Houses

Operation of Movable Bridges

Auto Liability Insurance (county contracts)

Supervision (county contracts)

Roadway Inspection (minimum acceptable level- county contracts)

Billable Construction Permits

Equipment Repair and Servicing

Fuel

Critical Surface Maintenance

Critical Guardrail Repair

Critical Sign Replacement

Critical Drainage Repair

Critical Traffic Signal Repair

Critical Freeway Lighting Repair

Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)

Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges

Critical Pump House Maintenance

Critical Shoulder Maintenance (to address shoulder drops greater than 1 1/2")

Critical Impact Attenuator Repair

Clear Vision Area Mowing

Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)

Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance

High Priority Guardrail Repair

High Priority Sign Replacement

High Priority Drainage Repair

High Priority ROW Fence Repair

High Priority Shoulder Maintenance

High Priority Structural Maintenance

Adopt-A-Highway

Youth Corps in designated urban areas

Mowing (First Cycle)

Freeway Slope Mowing in designated urban areas

Litter Pickup in designated urban areas

Graffiti Removal in designated urban areas

Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)

Brushing

Sweeping, beyond critical drainage areas

Litter Pickup, outside designated urban areas

Graffiti Removal, outside designated urban areas

Routine/Preventive Surface Maintenance

Routine/Preventive Guardrail Repair

Routine/Preventive Sign Replacement

Routine/Preventive Drainage Repair

Routine/Preventive Shoulder Maintenance

Routine/Preventive Structural Maintenance

Routine/Preventive Pump House Maintenance

Routine/Preventive Traffic Signal Maintenance

Youth Corps outside of designate urban areas

Non-motorized path maintenance

Elected Officials Compensation Commission

Minutes

Wednesday, November 20, 2019 11:00 A.M. City of Cadillac 200 N. Lake St. Cadillac, MI 49601

Members Present: Jack Dillon, Mickey Putman, Robert Gammons

Members Absent: None

Staff Present: Sandra Wasson, City Clerk

I. CALL TO ORDER

The meeting was called to order by Sandra Wasson, City Clerk, at 11:04 a.m.

II. APPROVAL OF AGENDA

• Approved by unanimous consent on motion by Gammons, supported by Putman to approve the agenda as presented.

III. APPROVAL OF MINUTES

• Approved by unanimous consent on motion by Putman, supported by Dillon to approve the minutes from the November 28, 2017 meeting.

IV. PUBLIC COMMENTS

There were no public comments.

V. NEW BUSINESS

Discussion and possible determination on salaries of all City elected officials.

Commission Members reviewed and discussed a spreadsheet showing the City Council Annual Salary - Calendar Years 2005 to 2019.

• Motion was made by Putman and supported by Gammons to increase the City Council salaries for the years 2020 and 2021 as follows:

<u>Year</u>	Council Member	<u>Mayor</u>
2020	\$3,100	\$4,400
2021	\$3,200	\$4,500

Ayes: Dillon, Putman, Gammons

Nays: None Motion carried.

 Approved by unanimous consent on motion by Putman, supported by Gammons to appoint Jack Dillon as Chairperson of the Elected Officials Compensation Commission.

VI. ADJOURNMENT

• Approved by unanimous consent on motion by Dillon, supported by Putman the meeting was adjourned at 11:14 a.m.

Respectfully submitted,

Sandra L. Wasson City Clerk