



City Council Meeting

October 19, 2020

6:00 p.m.

By Remote Electronic Participation

Cadillac Municipal Complex

200 N. Lake St.

Cadillac, MI 49601



October 19, 2020 City Council Meeting Agenda
6 p.m. 200 N. Lake St. – Cadillac, MI 49601
Meeting held by remote electronic participation.

We are fully present

CALL TO ORDER
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 October 5, 2020.

Support Document III-A

B. Minutes from the closed session held on October 5, 2020.

IV. COMMUNITY SPOTLIGHT

A. Recognition of Boards/Commission Volunteers

Support Document IV-A

V. CITY MANAGER'S REPORT

A. Bids and recommendation regarding Police Rifle Replacement.

Support Document V-A

Cadillac City Council Agenda

October 19, 2020

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- B. Chamber of Commerce Leadership Class project concepts for consideration.
Support Document V-B

- C. COVID-19 Update

VI. INTRODUCTION OF ORDINANCES

- A. Adopt resolution to introduce Ordinance to Amend Section 10-2 of Chapter 10 of the Cadillac City Code (Recreational Marihuana Establishments) and set public hearing for November 16, 2020.

Support Document VI-A

- B. Adopt resolution to introduce Ordinance to Amend Section 10-3 of Chapter 10 of the Cadillac City Code (Medical Marihuana Facilities) and set public hearing for November 16, 2020.

Support Document VI-B

VII. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt resolution approving MDOT Contract for Chestnut Street Project.

Support Document VII-A

VIII. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- B. Historic Districts Commission

Support Document VIII-A

IX. PUBLIC COMMENTS

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

X. GOOD OF THE ORDER

XI. 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

October 5, 2020

Meeting held by remote electronic participation.

200 N. Lake St. - Cadillac, Michigan 49601

CALL TO ORDER

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

ROLL CALL

Council Present: Elenbaas, Schippers, Engels, King, Mayor Filkins
Council Absent: None
Staff Present: Peccia, Roberts, Ottjepka, Homier, Wasson

APPROVAL OF AGENDA

2020-152 Approve agenda as amended.

Motion was made by Elenbaas and supported by Schippers to approve the agenda as amended to add an Alley Assessment Petition to the City Manager's Report.

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

2020-153 Approve consent agenda as presented.

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

Motion unanimously approved.

COMMUNICATIONS

A. Friends of the Library

2020-154 Approve signs and banner for Friends of the Library.

Motion was made by Elenbaas and supported by King to approve the sign request for the Used Book Sale as presented and to approve the display of a banner from October 19-26, 2020 for the Friends of the Library.

Motion unanimously approved.

B. Cadillac Area Symphony Orchestra

2020-155 Approve banner for Cadillac Area Symphony Orchestra.

Motion was made by Schippers and supported by Elenbaas to approve the display of a banner from November 16-23, 2020 for the Cadillac Area Symphony Orchestra.

Motion unanimously approved.

C. Toy Town

2020-156 Approve street closure for Toy Town Toy Trot.

Motion was made by Elenbaas and supported by Engels to approve the closure of Lake St. between Harris St. and Cass St. from 7:00 am to 11:00 am on November 21, 2020 for the Toy Town Toy Trot 5k.

Motion unanimously approved.

APPOINTMENTS

A. Recommendation regarding reappointment to the City of Cadillac/Clam Lake Joint Planning Commission.

2020-157 Approve reappointment to the City of Cadillac/Clam Lake Joint Planning Commission.

Motion was made by Schippers and supported by Elenbaas to approve the reappointment of Steven Gregory to the City of Cadillac/Clam Lake Joint Planning Commission for a 3-year term to expire on October 5, 2023.

Motion unanimously approved.

B. Recommendation regarding reappointment to the Elected Officials Compensation Commission.

2020-158 Approve reappointment to the Elected Officials Compensation Commission.

Motion was made by Engels and supported by Schippers to approve the reappointment of Mickey Putman to the Elected Officials Compensation Commission for a 5-year term to expire on October 19, 2025.

Motion unanimously approved.

C. Recommendation regarding appointment to the Corridor Improvement Authority/Cadillac West Resort Area.

2020-159 Approve appointment to the Corridor Improvement Authority/Cadillac West Resort Area.

Motion was made by Elenbaas and supported by Engels to approve the appointment of Michael Blackmer to the Corridor Improvement Authority/Cadillac West Resort Area for a 4-year term to expire on October 5, 2024.

Motion unanimously approved.

D. Recommendation regarding appointment to the Planning Commission.

2020-160 Approve appointment to the Planning Commission.

Motion was made by Schippers and supported by Engels to approve the appointment of Greg Bosscher to the Planning Commission for a 3-year term to expire on October 5, 2023.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Alley Assessment Petition – Chapin/Division Alley

Peccia stated a petition was received from property owners abutting the alley between Chapin and E. Division Streets that requested the alley be paved and the costs assessed to the abutting property owners. Once cost estimates were received, the City requested comments from impacted property owners. He noted the overwhelming majority of these comments indicated opposition to the assessment. He stated the City will bring in additional gravel to the alley and perform maintenance in the area. He noted there is no Council action required.

B. COVID-19 Update

City Manager Peccia summarized the current COVID-19 update provided by District Health Department #10. He noted additional information can be found at www.dhd10.org.

City Attorney Homier explained that the Michigan Supreme Court issued an opinion stating that beyond April 30, 2020 the Governor lacked all authority to issue Executive Orders based upon the State of Emergency under the 1945 Act, Emergency Management Act. He noted the 1976 Act allowed the Governor to issue a State of Emergency but that expires 28 days after it is issued unless the Legislature agrees to extend it which did not occur.

Homier noted under the Public Health Code, both the Michigan Department of Health and Human Services (MDHHS) as well as local health authorities have broad authority to issue orders to combat pandemics, epidemics, and contagious diseases. He noted MDHHS issued an order incorporating some of the provisions of Executive Order 183 as it applies to social gatherings and events, specifically by region. He explained the restrictions for indoor non-residential events and outdoor non-residential events in Regions 6 & 8. He stated the issue is whether the City could comply with the maximum seating capacity permitted and still comply with the Open Meetings Act.

Homier stated questions have been raised about whether municipalities can continue to hold electronic meetings. He noted the ability to hold electronic meetings was issued under Executive Order 2020-154. He stated he does not believe that holding electronic meetings violates the Open Meeting Act. He noted the Open Meetings Act states that the place where the meeting will be held needs to be indicated on the public meeting notice and he believes that indicating an online or Zoom meeting qualifies as a place. He stated an online or Zoom meeting provides the right to attend the meeting and the right to public comment. He noted more information will likely be coming in the near future.

Homier stated approximately 10-years ago the City adopted a policy that prohibited Council Members from remotely attending a meeting. He noted attending by telephone was never prohibited by the Open Meetings Act. He stated it is being recommended that City Council rescind that policy which was adopted by resolution.

Peccia read the proposed Resolution to Repeal “Resolution Requiring Physical Attendance at Meetings of City Council”.

2020-161 Adopt Resolution to Repeal “Resolution Requiring Physical Attendance at Meetings of City Council”.

Motion was made by Schippers and supported by Elenbaas to adopt the Resolution to Repeal “Resolution Requiring Physical Attendance at Meetings of City Council”.

Motion unanimously approved.

Homier stated municipalities want to return to in-person meetings but there is still a danger in doing so. He noted the City Council recently held a special meeting at the Market. He noted the Market is outside and people could maintain social distance.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution Amending General Appropriations Act for Fiscal Year 2021.

Owen Roberts, Director of Finance, stated this is to re-appropriate funds to complete the purchase of the fire truck originally budgeted in the prior fiscal year. He noted this is not a new or additional appropriation but just a transfer of an appropriation not spent in the prior fiscal year. He stated the truck is nearing completion and final payment will be made in fall 2020.

2020-162 Adopt Resolution Amending General Appropriations Act for Fiscal Year 2021.

Motion was made by Elenbaas and supported by Engels to adopt the Resolution Amending General Appropriations Act for Fiscal Year 2021.

Motion unanimously approved.

B. Adopt Resolution to Extend Time for Conditionally Authorized Marihuana Business Applicants to Submit Step 2 Applications to the State of Michigan Marihuana Regulatory Agency.

Peccia explained that the State of Michigan adjusted their process internally so they do not want applicants to contact them until they are ready for final inspection. He stated by making that adjustment, the City now needs to adjust our process. He stated the current ordinance requires that applicants file within 30 days after receiving conditional approval. He noted the current ordinance does allow the City Council by resolution to adjust the time frames accordingly.

Homier stated the City Council has the authority on good cause to extend the deadline for applicants to submit their Step 2 applications to the Michigan Regulatory Agency (MRA). He noted under the proposed resolution, all conditionally approved applicants are required to submit their Step 2 applications to the MRA within 60 days after the City approves their special land use permit and site plan. He stated the City may want to consider amending the ordinance in the future in response to the changes made by the State of Michigan.

2020-163 Adopt Resolution to Extend Time for Conditionally Authorized Marihuana Business Applicants to Submit Step 2 Applications to the State of Michigan Marihuana Regulatory Agency.

Motion was made by Elenbaas and supported by Schippers to Adopt Resolution to Extend Time for Conditionally Authorized Marihuana Business Applicants to Submit Step 2 Applications to the State of Michigan Marihuana Regulatory Agency.

Motion unanimously approved.

MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

A. Planning Commission

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Peccia noted there is a Household Hazardous Waste Disposal Day scheduled from 9:00 am to 2:00 pm on Saturday, October 10, 2020 at the Cadillac Wastewater Treatment Plant located at 1121 Plett Road. He stated it is open to all residents of Wexford County.

King thanked everyone for the recent special meeting (work session). He noted the feedback he received is that the DNR did not have any direction for us to move the path, so it is appropriate to go back to them with the original path behind the library, and that they had some concern as to the safety of the current proposed path. Also noted was that Scott Slavin from the DNR previously advised of the possibility of private funding for part of the paving, along with a potential donation from the library regarding a picnic area, and that the City should find out what might be available, and why it may have been turned down in the past. .

King requested that a PA system be made available for any future meetings held at the Market.

Mayor Filkins and Peccia stated a PA system has been purchased.

Peccia stated that Scott Slavin would be contacted accordingly regarding the trailhead project, and the timing of bringing it back to Council may not be until sometime in November or later.

CLOSED SESSION

Adjourn to closed session to discuss written confidential legal opinions with the City Attorney.

2020-164 Adjourn to closed session.

Motion was made by Elenbaas and supported by Schippers to adjourn to closed session to discuss written confidential legal opinions with the City Attorney; invite Adam Ottjepka, Director of Public Safety.

Motion unanimously approved.

2020-165 Return to open session.

Motion was made by King and supported by Elenbaas to return to open session.

Motion unanimously approved.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk

October 19, 2020

Council Communication

Re: Years of Service Awards for Volunteer Board & Commission Members.

The City of Cadillac is pleased to recognize the years of service for the following Board & Commission members who selflessly volunteer their time to better our community.

Member's years of service stated as of 12/31/2019.

Thomas Olmsted	Cemetery Board	5 Years
Carla Filkins	City Council	5 Years
Troy Knight	Zoning Board of Appeals	15 Years
Shari Ault	Zoning Board of Appeals	15 Years
Curtis Shultz	Downtown Development Authority	20 Years
Tim Coffey	Downtown Development Authority	35 Years

The city recommends the Mayor formally recognize the list of members by announcing their names during the October 19, 2020 City Council meeting.

October 19, 2020

Council Communication

Re: Police Rifle Replacement

The City recently requested bids to replace the current rifles deployed in department operations and to purchase additional equipment in order to assign each officer in the department their own unit. The following bids were received:

Vendor	Bid
Kiesler Police Supply, Inc. Jeffersonville, IN	\$19,916.50
CMP Distributors, Inc. Lansing, MI	\$23,568.15
Michigan Police Equipment Co. Charlotte, MI	\$21,095.00

Kiesler Police Supply had the most advantageous bid, except that they did not bid on one of the items in the specifications, a specific type of full-frame rifle made by Sig Sauer, versus the smaller frame rifles they sell made by Springfield. As such, the recommendation will be to award the purchase of rifles and equipment to both Kiesler Police Supply and CMP Distributors.

The department wishes to purchase all the equipment bid by Kiesler for \$19,916.50. In addition, it is recommended that the other two rifles not bid by Kiesler, be purchased from CMP Distributors in the amount of \$1,698.00. Based on difficulties with several purchases in the past, the bid from Michigan Police Equipment was not considered as part of the evaluation.

The total purchase as recommended above is \$21,614.50. The FY21 budget includes an appropriation of \$15,000 for this purchase. The department expects to recover approximately \$3,000 from the sale of the used rifles, and the remainder of the purchase will come from the department's annual budget for small equipment purchases. This capital purchase was not frozen pursuant to the COVID-19 Financial Emergency Response Plan. Page 8 of the approved plan says, "The Response Plan maintains Police and Fire related projects, because deferring these purchases could negatively impact the City's ability to respond to public safety emergencies with the most up-to-date tools available."

Recommended Action

It is recommended that the purchase of police rifles be awarded to Kiesler Police Supply in the amount of \$19,916.50 and CMP Distributors in the amount of \$1,698.00. Funds are available in the Police Department budget for FY21.

October 19, 2020

Council Communication

Re: Chamber of Commerce Leadership Class Project Concepts

The Chamber of Commerce Leadership Class is considering making one or two downtown projects this year's class project. These projects include installing protected crosswalks in Mitchell Street (one north of Spruce St. and one south of Beech St.) and/or the installation of a new roof over the Shay Locomotive in City Park.

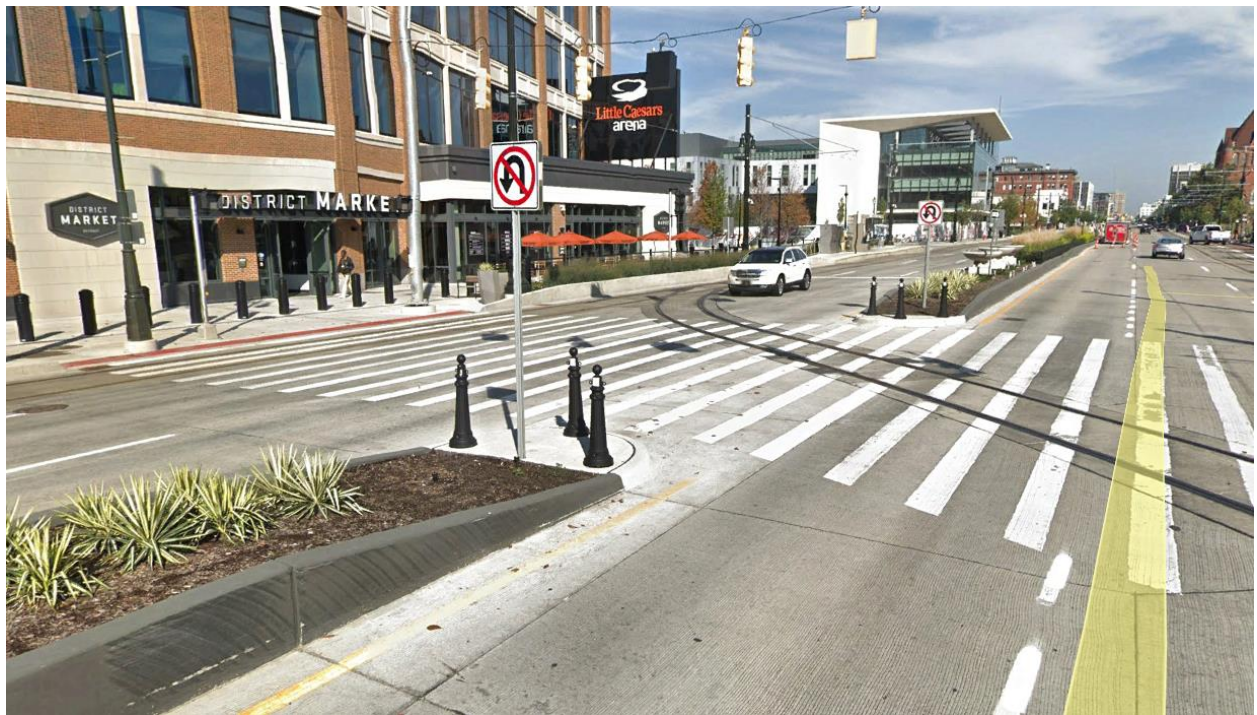
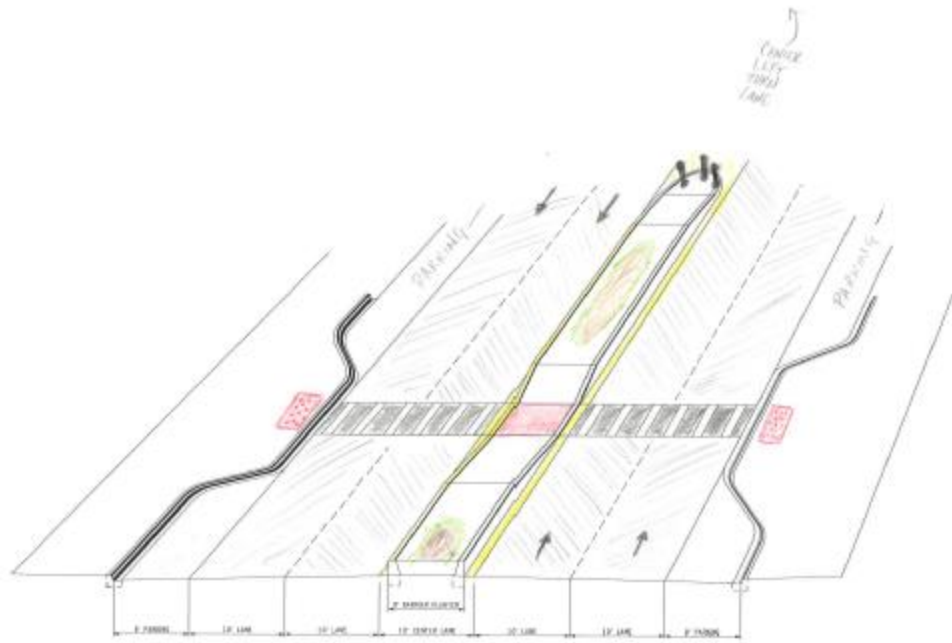
The city's Downtown Development Authority supports the installation of protected crosswalks in Mitchell Street, and has been working with engineering to develop preferred alternatives for consideration. This project has not been advanced due to lack of funding, however if it were to move forward, it would address one of the city's key priority programs from the 2020-2021 Annual Operating Budget, which is Walkability Enhancements. Preliminary design concepts for this project are attached to this council communication.

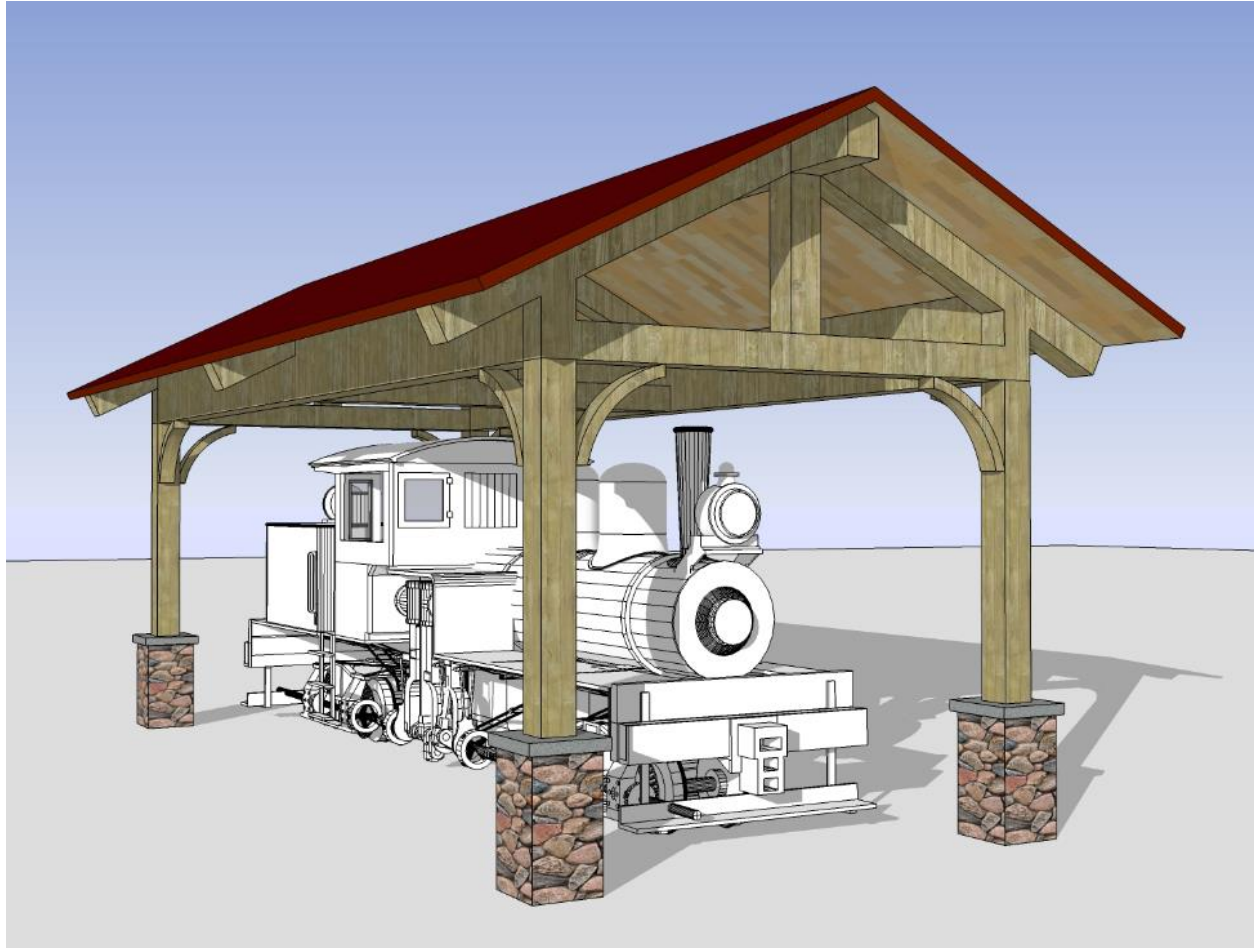
The second project is one which has been brought to our attention by area residents several years ago who had interest in replacing the roof over the Shay Locomotive in City Park. The current roof structure has many support columns which blocks views to the Shay and makes photo opportunities less desirable. The current roof also sits close to the top of the Shay which also makes it less visible. This project would include constructing a new roof over the Shay which is higher and would only have four support columns none of which would block views to the Shay. It may also include the installation of LED lighting so that the Shay could perform its iconic function at nighttime. Preliminary design concepts have been designed by the DK Design Group and are attached to this council communication, and it is anticipated that a portion of the design fee may be donated.

It is understood that both projects if undertaken would have to go through a final design phase with final plans being approved by all applicable bodies. In the case of the protected crosswalks approval would also be needed from the Michigan Department of Transportation.

Recommended Action

For the City Council to make a motion of support for both projects, should the Cadillac Leadership Class choose one or both for their class project.





City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Bryan Elenbaas
Robert J. Engels
Stephen King

RESOLUTION NO. 2020-_____

**RESOLUTION INTRODUCING AND SETTING PUBLIC HEARING FOR
AN ORDINANCE TO AMEND SECTION 10-2 OF CHAPTER 10 OF THE CADILLAC CITY
CODE (RECREATIONAL MARIHUANA ESTABLISHMENTS)**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held electronically on the 19th day of October, 2020, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and
seconded by _____ .

WHEREAS, on September 3, 2019, the City adopted its Ordinance to Add New Section 10-2 to Chapter 10 of the Cadillac City Code to Allow Certain Recreational Marihuana Establishments Operated in Accordance with State Law ("Recreational Marihuana Ordinance"); and

WHEREAS, the City wishes to amend the Recreational Marihuana Ordinance to (1) allow the City Manager to periodically open a new receipt period and establish a deadline for applications for any establishment type for which licenses remain available; and (2) extend the time period for submitting paperwork for the establishment-specific step of the application for a state operating license to LARA to sixty (60) days after receipt of the certificate of occupancy for the establishment; and

WHEREAS, Section 5.2 of the City Charter requires the City to hold a public hearing prior to final adoption of said ordinance and publish notice once at least five (5) days prior to the public hearing.

NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. Pursuant to Section 5.2 of the City Charter, the City introduces Ordinance No. 2020-____, Ordinance to Amend 10-2 of Chapter 10 of the Cadillac City Code (Recreational Marihuana Establishments) (the "Ordinance," attached as Exhibit A).

2. A public hearing regarding the Ordinance shall be held on the 16th day of November, 2020, at 6:00 p.m. by electronic means.

3. The City Clerk is directed to publish a summary of the Ordinance in a newspaper of general circulation in the City of Cadillac, together with a notice setting the time and place for a public hearing on the Ordinance, within seven (7) days. The summary and notice of the hearing shall be substantially in the form of Exhibit B.

4. A copy of the Ordinance shall be available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.

5. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)

COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 2020-____, duly adopted at a meeting of the City Council held on the 19th day of October, 2020.

Sandra Wasson
Cadillac City Clerk

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

ORDINANCE NO. 2020-____

AN ORDINANCE TO AMEND SECTION 10-2 OF CHAPTER 10 OF THE CADILLAC CITY CODE (RECREATIONAL MARIHUANA ESTABLISHMENTS)

Section 1. Amendment of Section 10-2.03(c). Section 10-2.03(c) of Chapter 10 of the Cadillac City Code is hereby amended as follows:

(c) *Initial receipt period set by resolution.*

(1) For any establishment type subject to numerical limitations under section 10-2.02, the initial receipt period will commence on December 9, 2019, and will end on February 28, 2020, at 4:00 P.M. The city council may extend this initial receipt period by resolution.

(2) Thereafter, from time to time, the City Manager may open a new receipt period and establish a deadline for applications for any establishment type for which licenses remain available under the numerical limitations in Section 10-2.02. Each receipt period must last for at least thirty (30) days. The City will post notice of each new receipt period on its website.

Section 2. Amendment of Section 10-2.03(f). Section 10-2.03(f) of Chapter 10 of the Cadillac City Code is hereby amended as follows:

(f) *Final authorization.* The Clerk will grant final authorization for the establishment if the applicant:

(1) Submits the paperwork for the establishment-specific step of the application for a state operating license to LARA within sixty (60) days after receiving a certificate of occupancy for the establishment.

Section 3. Publication and Effective Date. The City Clerk will cause to be published a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance will take effect 20 days after its adoption.

YEAS: Council Member(s) _____

NAYS: Council Member(s) _____

ABSTAIN: Council Member(s) _____

ABSENT: Council Member(s)_____

CERTIFICATION

As the City Clerk of the City of Cadillac, Wexford County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Cadillac City Council at a meeting held on_____, 2020.

Date: _____, 2020

Carla Filkins, Mayor

Date: _____, 2020

Sandra Wasson, City Clerk

Introduced: _____, 2020

Adopted: _____, 2020

Published: _____, 2020

Effective: _____, 2020

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

NOTICE OF PROPOSED ORDINANCE AND PUBLIC HEARING

The City of Cadillac hereby gives notice of proposed Ordinance No. 2020-____, Ordinance Amending Section 10-2 of Chapter 10 of the Cadillac City Code (Recreational Marihuana Establishments).

NOTICE IS HEREBY GIVEN that a Public Hearing on the proposed ordinance will be held on November 16, 2020 at 6:00 p.m., at a Meeting of the City Council. The meeting will only be held electronically for public participation pursuant to the Michigan Department of Health and Human Services' (MDHHS) Emergency Orders under MCL 333.2253.

1. **Reason for Electronic Meeting.** The City Council is holding its meeting by electronic means only due to the capacity restrictions and social distancing requirements set forth in the MDHHS Emergency Orders.
2. **Procedures.** The public may participate in the meeting and may make public comment electronically by video or telephone conference using the following information:

Join Zoom Meeting

<https://us02web.zoom.us/j/84993261182?pwd=UWZCN2VmVmwybzEzZG9lL1FYVC9mdz09>

Meeting ID: 849 9326 1182
Passcode: 313152

Or by telephone:
1 312 626 6799

Meeting ID: 849 9326 1182
Passcode: 313152

3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the City Clerk at (231) 775-0181 within a reasonable time in advance of the meeting.

4. Copies of the proposed ordinance are available for examination at the office of the City Clerk and copies may be provided at a reasonable charge.

The following is a summary of the proposed ordinance:

**AN ORDINANCE TO AMEND SECTION 10-2 OF CHAPTER 10 OF THE CADILLAC CITY
CODE (RECREATIONAL MARIHUANA ESTABLISHMENTS)**

Section 1 of the proposed ordinance provides for amendments to Section 10-2.03(c) of Chapter 10 of the Cadillac City Code and adds a section which allows the City Manager to open a new receipt period and establish a deadline for applications for any establishment type for which licenses remain available under Section 10-2.02. Under the proposed section, each receipt period must last for at least thirty (30) days.

Section 2 of the proposed ordinance provides for an amendment which would require the submission of paperwork for the establishment-specific step of the application for a state operating license to LARA within sixty (60) days after receiving a certificate of occupancy for the establishment.

Section 3 of the proposed ordinance provides that it will take effect 10 after publication and 20 days after adoption.

CITY COUNCIL OF THE
CITY OF CADILLAC, MICHIGAN

By: Sandra Wasson, City Clerk
Cadillac Municipal Complex
200 North Lake Street
Cadillac, Michigan 49601
Telephone No: (231) 775-0181

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Bryan Elenbaas
Robert J. Engels
Stephen King

RESOLUTION NO. 2020-_____

**RESOLUTION INTRODUCING AND SETTING PUBLIC HEARING FOR
AN ORDINANCE TO AMEND SECTION 10-3 OF CHAPTER 10 OF THE CADILLAC CITY
CODE (MEDICAL MARIHUANA FACILITIES)**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held electronically on the 19th day of October, 2020, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and
seconded by _____ .

WHEREAS, on September 3, 2019, the City adopted its Ordinance to Add New Section 10-3 to Chapter 10 of the Cadillac City Code to Allow Certain Medical Marihuana Facilities Operated in Accordance with State Law ("Medical Marihuana Ordinance"); and

WHEREAS, the City wishes to amend the Medical Marihuana Ordinance to (1) allow the City Manager to periodically open a new receipt period and establish a deadline for applications for any facility type for which licenses remain available; and (2) extend the time period for submitting paperwork for the facility-specific step of the application for a state operating license to LARA to sixty (60) days after receipt of the certificate of occupancy for the facility; and

WHEREAS, Section 5.2 of the City Charter requires the City to hold a public hearing prior to final adoption of said ordinance and publish notice once at least five (5) days prior to the public hearing.

NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. Pursuant to Section 5.2 of the City Charter, the City introduces Ordinance No. 2020-____, Ordinance to Amend 10-3 of Chapter 10 of the Cadillac City Code (Medical Marihuana Facilities) (the "Ordinance," attached as Exhibit A).

2. A public hearing regarding the Ordinance shall be held on the 16th day of November, 2020, at 6:00 p.m. by electronic means.

3. The City Clerk is directed to publish a summary of the Ordinance in a newspaper of general circulation in the City of Cadillac, together with a notice setting the time and place for a public hearing on the Ordinance, within seven (7) days. The summary and notice of the hearing shall be substantially in the form of Exhibit B.

4. A copy of the Ordinance shall be available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.

5. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)

COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 2020-____, duly adopted at a meeting of the City Council held on the 19th day of October, 2020.

Sandra Wasson
Cadillac City Clerk

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

ORDINANCE NO. 2020-____

AN ORDINANCE TO AMEND SECTION 10-3 OF CHAPTER 10 OF THE CADILLAC CITY CODE (MEDICAL MARIHUANA FACILITIES)

Section 1. Amendment of Section 10-3.03(c). Section 10-3.03(c) of Chapter 10 of the Cadillac City Code is hereby amended as follows:

(c) *Initial receipt period set by resolution.*

(1) For any facility type subject to numerical limitations under section 10-3.02, the initial receipt period will commence on December 9, 2019, and will end on February 28, 2020, at 4:00 P.M. The city council may extend this initial receipt period by resolution.

(2) Thereafter, from time to time, the City Manager may open a new receipt period and establish a deadline for applications for any facility type for which licenses remain available under the numerical limitations in Section 10-3.02. Each receipt period must last for at least thirty (30) days. The City will post notice of each new receipt period on its website.

Section 2. Amendment of Section 10-3.03(f). Section 10-3.03(f) of Chapter 10 of the Cadillac City Code is hereby amended as follows:

(f) *Final authorization.* The Clerk will grant final authorization for the facility if the applicant:

(1) Submits the paperwork for the facility-specific step of the application for a state operating license to LARA within sixty (60) days after receiving a certificate of occupancy for the facility.

Section 3. Publication and Effective Date. The City Clerk will cause to be published a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance will take effect 20 days after its adoption.

YEAS: Council Member(s) _____

NAYS: Council Member(s) _____

ABSTAIN: Council Member(s)_____

ABSENT: Council Member(s)_____

CERTIFICATION

As the City Clerk of the City of Cadillac, Wexford County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Cadillac City Council at a meeting held on _____, 2020.

Date: _____, 2020

Carla Filkins, Mayor

Date: _____, 2020

Sandra Wasson, City Clerk

Introduced: _____, 2020

Adopted: _____, 2020

Published: _____, 2020

Effective: _____, 2020

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

NOTICE OF PROPOSED ORDINANCE AND PUBLIC HEARING

The City of Cadillac hereby gives notice of proposed Ordinance No. 2020-____, Ordinance Amending Section 10-3 of Chapter 10 of the Cadillac City Code (Medical Marihuana Facilities).

NOTICE IS HEREBY GIVEN that a Public Hearing on the proposed ordinance will be held on November 16, 2020 at 6:00 p.m., at a Meeting of the City Council. The meeting will only be held electronically for public participation pursuant to the Michigan Department of Health and Human Services' (MDHHS) Emergency Orders under MCL 333.2253.

1. **Reason for Electronic Meeting.** The City Council is holding its meeting by electronic means only due to the capacity restrictions and social distancing requirements set forth in the MDHHS Emergency Orders.
2. **Procedures.** The public may participate in the meeting and may make public comment electronically by video or telephone conference using the following information:

Join Zoom Meeting

<https://us02web.zoom.us/j/84993261182?pwd=UWZCN2VmVmwybzEzZG9lL1FYVC9mdz09>

Meeting ID: 849 9326 1182

Passcode: 313152

Or by telephone:

1 312 626 6799

Meeting ID: 849 9326 1182

Passcode: 313152

3. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the City Clerk at (231) 775-0181 within a reasonable time in advance of the meeting.

4. Copies of the proposed ordinance are available for examination at the office of the City Clerk and copies may be provided at a reasonable charge.

The following is a summary of the proposed ordinance:

**AN ORDINANCE TO AMEND SECTION 10-3 OF CHAPTER 10 OF THE CADILLAC CITY
CODE (MEDICAL MARIHUANA FACILITIES)**

Section 1 of the proposed ordinance provides for amendments to Section 10-3.02(c) of Chapter 10 of the Cadillac City Code and adds a section which allows the City Manager to open a new receipt period and establish a deadline for applications for any facility type for which licenses remain available under Section 10-3.02. Under the proposed section, each receipt period must last for at least thirty (30) days.

Section 2 of the proposed ordinance provides for an amendment which would require the submission of paperwork for the facility-specific step of the application for a state operating license to LARA within sixty (60) days after receiving a certificate of occupancy for the facility.

Section 3 of the proposed ordinance provides that it will take effect 10 after publication and 20 days after adoption.

CITY COUNCIL OF THE
CITY OF CADILLAC, MICHIGAN

By: Sandra Wasson, City Clerk
Cadillac Municipal Complex
200 North Lake Street
Cadillac, Michigan 49601
Telephone No: (231) 775-0181

CITY OF CADILLAC
Cadillac, Michigan
RESOLUTION
MDOT CONTRACT #20-5387

Minutes of a regular meeting of the Cadillac City Council held via electronic means on the 19th day of October, 2020, at 6:00 p.m.

Council Members present: Schippers, Engels, King, Elenbaas, Mayor Filkins

Council Members absent: None

The following resolution was offered by Council Member XXXXX and supported by Council Member XXXXX:

NOW, THEREFORE BE IT RESOLVED, that the Cadillac City Council approves and authorizes the Mayor and the City Clerk to sign Contract #20-5387 between the Michigan Department of Transportation and the City of Cadillac for: Part A - Federal Participation - hot mix asphalt roadway reconstruction work along Chestnut Street from Leeson Avenue to Colfax Street; including storm sewer, concrete curb, gutter, ramp permanent signing, and pavement marking work; and all together with necessary related work; and Part B - No Federal Participation - water main installation work within the limits as described; and all together with necessary related work.

AYES: Council Members:

NAYS: None

RESOLUTION DECLARED ADOPTED.

Sandra L. Wasson, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Cadillac, County of Wexford, Michigan, at a regular meeting held on the 19th day of October, 2020.

Sandra L. Wasson, City Clerk
200 N. Lake Street
Cadillac, MI 49601
(231) 775-0181

Date

STP

DA

Control Section	STUL 83000
Job Number	208214CON
Project	20A1(001)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5387

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CADILLAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Cadillac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 24, 2020, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt roadway reconstruction work along Chestnut Street from Leeson Avenue to Colfax Street; including storm sewer, concrete curb, gutter, ramp, permanent signing, and pavement marking work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

water main installation work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

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

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

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

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

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

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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

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

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

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

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

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

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$375,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the

DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

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

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

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

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

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy (EGLE), shall

immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such

highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF CADILLAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



September 24, 2020

EXHIBIT I

CONTROL SECTION	STUL 83000
JOB NUMBER	208214CON
PROJECT	20A1(001)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$438,900	\$37,100	\$476,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$438,900	\$37,100	\$476,000
Less Federal Funds*	<u>\$359,200</u>	<u>\$ -0-</u>	<u>\$359,200</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 79,700	\$37,100	\$116,800

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

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

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

The agency shall submit two copies of:

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

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

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

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



**MEETING MINUTES
THE CADILLAC HISTORIC DISTRICTS COMMISSION (HDC)
JULY 13, 2020**

An official meeting was held on July 13, 2020 remotely because of the meeting rules enacted by the State of Michigan due to the COVID-19 virus outbreak.

Roll Call

The meeting started at 5:01

Commission Members Present: Iehl, Dubravec, Snider, Engels, and Carder

Staff Present: Coy & Wallace

Approval of the July 13, 2020 Meeting Agenda

A motion was made to approve the agenda. It was passed with unanimous support.

Public Comments

None

New Business –

None

Tabled Items –

a) Work application-

An application was submitted by Robb Munger owner of the Cobbs Mitchell Building at 100 E. Chapin Street to have awnings installed over the two entryways on the south side of the building. The original dome awnings that were installed were too small to protect from the elements a person in a wheelchair. The primary tenant in the building who leases over 60 percent of the building Prein & Newhof Engineering requested larger awnings to accommodate one of their engineers who is in a wheelchair and often works flexible hours.

Jacob DeVries with Vanguard Construction participated in the meeting. Jacob represented the building owner and provided us with information on the dimensions and a picture of what the proposed awning will look like. A new style of awning is being proposed that is made of fabric and can fit within the small area available to mount the awnings. The south wall is not flat.

Carder said she liked this new proposed awning. Snider asked if this awning being larger will require poles to help support it. DeVries answered no, the company that makes it includes an extra truss for support.

A motion was made with support to approve the new fabric awnings with the dimensions and materials described by the applicant. On a roll call vote the motion passed unanimously.

The details of the awning will be included with these minutes.

Approval of the October 14, 2019 and October 28, 2019 Special Meeting Minutes

A motion was made by Engels with support by Snider to approve the meeting minutes from the October 14, 2019 & October 28, 2019 Special Meeting minutes.

The motion passed with a unanimous vote.

Commissioner Comments –

Carder suggested that the election of officers in 2020 for the Historic Districts Commission be tabled until we can get a couple new members to join the commission. Coy said he will make contact with the individual he spoke with last year who Dubravec suggested would be a good addition to the board. The election of officers is tabled.

Informational Items –

Coy spoke about the damage done to the front porch of the historic home at 617 East Division when a car lost control on the curve traveling east and struck the front of the house. He said he will update the commission when he hears more information about the repairs needed which are extensive.

Adjourn – The meeting adjourned at 5:16 pm,

Hello Mike,

I talked with Connie and Robb yesterday and they approved this design. Here is a re-cap:

- Slant awning
- 2' height X 5' projection X 4' wide
- Aluminum frame
- Straight edge valance
- Black, Sunbrella fabric
- Fabric would extend down the sides and along all edges of the frame

If the Historic Districts Commission also approves, I can get them ordered.

Thank you,

Jacob DeVries

Project Manager

Vanguard Construction Co.

(616)295-1598