



City Council Meeting

August 19, 2024

6:00 p.m.

Cadillac Municipal Complex

Council Chambers

200 N. Lake St.

Cadillac, MI 49601



August 19, 2024 City Council Meeting Agenda
6 p.m. at City Hall - 200 N. Lake St. – Cadillac, MI 49601

We support each other in serving our community

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

I. APPROVAL OF AGENDA

II. PUBLIC COMMENTS

This opportunity for public comment provides the public with a chance to make a statement regarding any subject matter. Public comment is not an opportunity to necessarily ask questions or converse with City Staff, Council Members or other meeting attendees. Contact information for Council and staff is available on our website, www.cadillac-mi.net, or can be obtained by calling (231) 775-0181. Comment time is limited to 3-minutes, and unused time may not be yielded back or given to someone else to use.

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 special meeting held on July 22, 2024
Support Document III-A

IV. COMMUNITY SPOTLIGHT

- A. Rotary Club of Cadillac Donation for Diggins

Cadillac City Council Agenda

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V. PUBLIC HEARINGS

- A. Public hearing regarding Community Recreation Plan 2024-2029.
Support Document V-A

VI. COMMUNICATIONS

- A. Highfield Boats Dealer Show
Support Document VI-A
- B. Overdose Awareness Day
Support Document VI-B
- C. Festival of the Races
Support Document VI-C
- D. Wedding
Support Document VI-D

VII. APPOINTMENTS

- A. Recommendation regarding appointment to the Board of Review.
Support Document VII-A
- B. Recommendation regarding appointment to the Board of Review.
Support Document VII-B

VIII. CITY MANAGER'S REPORT

- A. Recommendation regarding Actuarial Valuation Services – Other Post-Employment Benefits (OPEB).
Support Document VIII-A
- B. Recommendation regarding Vermeer Chipper Repair.
Support Document VIII-B
- C. Bids and recommendation regarding Ferric Chloride.
Support Document VIII-C

IX. INTRODUCTION OF ORDINANCES

- A. Adopt resolution to introduce Ordinance to Amend Section 26-104 and Section 26-109 of the Code of Ordinances and set a public hearing for September 3, 2024.
Support Document IX-A

Cadillac City Council Agenda

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X. ADOPTION OF ORDINANCES AND RESOLUTIONS

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

Support Document X-A

- B. Adopt Resolution Amending General Appropriations Act for Fiscal Year 2025.

Support Document X-B

XI. PUBLIC COMMENTS

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XII. GOOD OF THE ORDER

XIII. CLOSED SESSION

Adjourn to closed session for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement and to consider material exempt from discussion or disclosure by statute under MCL 15.268 (h), specifically identified as an attorney-client privileged written legal opinion.

XIV. 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

Special Meeting
July 22, 2024 4:45 pm

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

CALL TO ORDER

Mayor Filkins called the meeting to order at approximately 4:45 pm.

ROLL CALL

COUNCIL PRESENT: Engels, King, Mayor Filkins

COUNCIL ABSENT: Elenbaas, Schippers

Staff Present: Peccia, Lanning, Wallace, Ottjepka, Genovich

APPROVAL OF AGENDA

2024-145 Approve agenda as presented.

Motion was made by Engels and supported by King to approve the agenda as presented.

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

2024-146 Approve agenda as presented.

Motion was made by Engels and supported by King to approve the consent agenda as presented.

Motion unanimously approved.

APPOINTMENTS

A. Recommendation regarding reappointment to the Cadillac-Wexford Transit Authority.

2024-147 Approve appointment to the Cadillac-Wexford Transit Authority.

Motion was made by King and supported by Engels to approve the appointment of Cheryl Haight to the Cadillac-Wexford Transit Authority for a 2-year term expiring on 7/22/26.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Consideration of Proposed Consent Judgement in City of Cadillac v Matthew McCall-Stillman, Case No. 24-31523-cz.

2024-148 Approve Proposed Consent Judgement; Case No. 24-31523-cz.

Motion was made by King and supported by Engels to approve consent judgement in City of Cadillac v Matthew McCall-Stillman, Case #24-31523-cz.

Motion unanimously approved.

PUBLIC COMMENTS

Richard Torres addressed the council expressing how awesome the Cadillac Festival of the Arts was this past weekend. He commended how nice it was to see all the excitement downtown. Richard mentioned that he feels the council is moving in the right direction, approving the consent judgement. He also mentioned that the home at Cass & Division is still in operation and would like to see some action taken on that property.

GOOD OF THE ORDER

King wanted to thank Richard Torres and all the people involved with following through in enforcement. Citizens are keeping King informed when using the on-line reporting system. King stated that he filled out a report for 513 Cass Street. He noted that the attorneys are already taking action for that location.

King noted that a recent Cadillac News article regarding setbacks brought about a few calls to his office. He stated that people are excited and glad that landowners are going to be consulted along with neighbors. King is looking forward to seeing a map with further information.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Keri Lanning, Deputy City Clerk

August 19, 2024

Council Communication

Re: Community Recreation Plan 2024-2029

The final draft of the Cadillac/Cadillac Area Public Schools Community Recreation Plan has been reviewed and approved by the CAPS Board of Education and the Cadillac Planning Commission. Commission approval followed an advertised public hearing held April 22, 2024. CAPS Board of Education approval took place at their meeting held on June 24, 2024. Public comment was received and requested changes were made. The Plan has been made available to the public on the city website; <https://cadillac-mi.net/CivicAlerts.aspx?AID=831> and hard copies are available at the city offices.

A locally adopted, current, Recreation Plan is a prerequisite for recreation grant funding through the Michigan Department of Natural Resources.

Recommended Action

Council is asked to consider adoption of the 2024-2029 City/CAPS Community Recreation Plan.

August 19, 2024

COUNCIL COMMUNICATION

Re: Highfield Boats Dealer Show – Request for Use of Public Docking Spaces

The dealer show is scheduled for Monday, September 9, 2024, through Tuesday, September 10, 2024, and a special request from Christophe Lavigne, from Highfield Boats, was made to reserve the public docking spaces during that timeframe. The need for the public docking spaces, assuming the weather holds, will be essential to providing an opportunity for dealer attendees to access several of the boats on display. Given the time of year of the show, it is not anticipated that there will be a high demand on the public docking spaces.

Recommendation

Approve the special request to allow Highfield Boats to reserve the public docking spaces during their dealer show as presented.



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date July 11th, 2024
City Received Date

Cadillac Rotary ~~Performing Arts Pavilion~~ ^{CITY DOCK} Reservation Request Form

Please Submit 60-days Prior to Event Date
for **HIGH IMPACT EVENTS**

Event DEALER MEETING HIGHFIELD

Special Requests: Please Select

☐ Electricity ☐ Water ☐ Wind Screens ☐ Sound System ☐ Movie Screen/Projector System**
Weather Dependentafter dark only**

Usage Rules

1. Profanity and offensive language are strictly prohibited.
2. Noise must be limited to levels that do not disturb the peace and must be lowered at the City's request.
3. No decorations, props, or appurtenances shall be used or placed in a manner that will cause damage to the Pavilion, grounds (including trees), or surrounding areas. The use of nails, tacks, staples, etc. is strictly prohibited, along with the use of stakes in the ground.
4. Movies/programs shown at the Pavilion are at the discretion of the City, and proper licensing to show copyrighted material is required. One potential resource is www.swank.com. MPAA ratings of G and PG are appropriate.
5. Any signage or decorations must be removed immediately following any event.
6. **No vehicles are permitted on sidewalks or grass. However, the sidewalk immediately south of the pavilion can be utilized for temporary unloading/loading of equipment only. Parking is prohibited on Lake Street, even if it has been closed for the event.**
7. The sale of food and non-alcoholic beverages may require an additional license. (Code of Ordinances-Chapter 28)
8. The consumption or sale of alcoholic beverages requires approval of City Council. (Code of Ordinances-Chapter 26)
9. **Sound System Fees - \$20 per hour for use of our sound board and sound technician. (MUSICAL PERFORMANCES)**

Reservation Fees:

- Daily Rate (4 hours or more) \$100
- Hourly Rate (less than 4 hours) \$55 per hour
- Non-Profit Daily Rate (4 hours or more) \$50
- Non-Profit Hourly Rate (less than 4 hours) \$25 per hour

Reoccurring Events: Events that are a minimum of once a week, for four consecutive weeks or more

- Daily Rate of \$25:
- Non-Profit Daily Rate of \$15 (Must provide documentation of non-profit status)

I understand and agree to comply with these rules and acknowledge that the City reserves the right to change or cancel any event or program that is not in compliance with them.

Form must be mailed/emailed or delivered to City at Hall 200 N. Lake Street in Cadillac, MI 49601 or mvandermeulen@cadillac-mi.net

Signature  Total Fees Required: _____ Total Fees Paid: _____ Date 07.11.2024



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date July 11th, 2024
City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Request Planning Guide

This form must be completed and return to the City at least 60 days before a HIGH IMPACT event. Additionally a representative for the event must meet with City Event Team to verify all details for the event before going to City Council for approval. Failure to comply will result in a denial of your event. Please call (231) 775-0181 x 7328 if you have questions.

Applicant Name (Print) CHRISTOPHE LAVIGNE Contact Address 1225 MARTY PAUL ST

Contact Phone(s) [REDACTED] Contact Email [REDACTED]

Sponsoring Organization HIGHFIELD ☒ Private ☐ Non-Profit

Purpose of Event DEALER MEETING HIGHFIELD Approx # of Attendees 80

Beginning Date: Sept. 9 Ending Date: Sept. 10

Reoccurring: ☐ YES ☒ NO

1st Day Sept. 9 Set-up Time 9am Start 12pm End 6pm Clean-up _____

2nd Day Sept. 10 Set-up Time 9am Start 1pm End 6pm Clean-up 6pm

3rd Day _____ Set-up Time _____ Start _____ End _____ Clean-up _____

4th Day _____ Set-up Time _____ Start _____ End _____ Clean-up _____

Please answer the following questions:

- YES ☐ NO ☒ Will you be requesting permission to close any streets or parking lots?
YES ☐ NO ☒ Will you be requesting permission to display any off site signage?
YES ☐ NO ☒ Will you be requesting permission to display a banner over Mitchell Street?
YES ☐ NO ☒ Will you be requesting permission to reserve any of the City of Cadillac facilities

Please Select

☐ Market at Cadillac Commons ☐ Rotary Pavilion ☐ City Park ☐ Cadillac Commons Plaza

- YES ☐ NO ☒ Will you be requesting permission to have a parade?
YES ☐ NO ☒ Will you be requesting permission to hold any races?
YES ☐ NO ☒ Will you be requesting permission to serve alcoholic beverages?
YES ☐ NO ☒ Will your event include use of generators, food trucks, grills, fireworks display, or a tent/membrane structure?

If you answered YES to any of the above questions, additional form(s) must be completed for each one. All forms must be completely filled out and all information provided before requests will be brought to City Council for approval.

Forms can be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

All events require liability insurance: Required Min. general aggregate amount of \$1,000,000, naming the City of Cadillac as Certificate Holder and as additionally insured



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date _____

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request _____

Contact Person _____

Contact Phone _____ Contact Email _____

Date: _____

Street Closures

Street Name _____ Beginning Location _____ Ending Location _____

Beginning Time _____ Ending Time _____

Street Name _____ Beginning Location _____ Ending Location _____

Beginning Time _____ Ending Time _____

Street Name _____ Beginning Location _____ Ending Location _____

Beginning Time _____ Ending Time _____

Street Name _____ Beginning Location _____ Ending Location _____

Beginning Time _____ Ending Time _____

Date _____

Parking Lot Closures

Lot Location _____ Street _____ Nearest Cross Street _____

Beginning Time _____ Ending Time _____

Lot Location _____ Street _____ Nearest Cross Street _____

Beginning Time _____ Ending Time _____

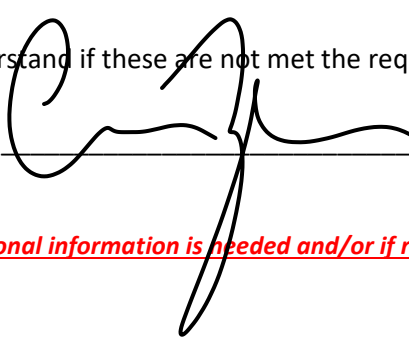
Lot Location _____ Street _____ Nearest Cross Street _____

Beginning Time _____ Ending Time _____

Form must be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

(No Faxes accepted)

I understand and agree to these requirements & understand if these are not met the request will be denied.

Print Name _____ Signature  Date 6/17/2024

Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4-24-24

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Request Planning Guide

This form must be completed and return to the City 60 days before an event. Additionally a representative for the event must meet with City Event Team to verify all details for the event before going to City Council for approval. Failure to comply will result in a denial of your event. Please call (231) 775-0181 x 120 if you have questions.

Applicant Name (Print) Bob Reddick Contact Address 9845 Campus Dr. Cadillac, MI 49601

Contact Phone(s) [REDACTED] Contact Email [REDACTED]

Sponsoring Organization Cadillac Area YMCA ☐ Private ☒ Non-Profit

Purpose of Event Cadillac Festival of Races Approx # of Attendees 200-250

Beginning Date: 8/31/24 Ending Date: 8/31/24 Reoccurring: YES NO

1st Day 8/31/24 Set-up 7:00 AM/PM Start 8:00 AM/PM End 12:00 AM/PM Clean-up 2:00 AM/PM

2nd Day _____ Set-up _____:____AM/PM Start _____:____AM/PM End _____:____AM/PM Clean-up _____:____AM/PM

3rd Day _____ Set-up _____:____AM/PM Start _____:____AM/PM End _____:____AM/PM Clean-up _____:____AM/PM

4th Day _____ Set-up _____:____AM/PM Start _____:____AM/PM End _____:____AM/PM Clean-up _____:____AM/PM

Please answer the following questions:

YES ☒ NO ☐ Will you be requesting permission to close any streets or parking lots?

YES ☒ NO ☐ Will you be requesting permission to display any off site signage?

YES ☐ NO ☒ Will you be requesting permission to display a banner over Mitchell Street?

YES ☒ NO ☐ Will you be requesting permission to reserve any of the City of Cadillac facilities

Please Circle

Market at Cadillac Commons

Rotary Pavilion

City Park

Cadillac Commons Plaza

YES ☐ NO ☒ Will you be requesting permission to have a parade?

YES ☒ NO ☐ Will you be requesting permission to hold any races?

YES ☐ NO ☒ Will you be requesting permission to serve alcoholic beverages?

YES ☒ NO ☐ Will your event include use of generators, food trucks, grills, fireworks display, or a tent/membrane structure?

If you answered YES to any of the above questions, additional form(s) must be completed for each one. All forms must be completely filled out and all information provided before requests will be brought to City Council for approval.

Forms can be mailed or delivered to the above address or emailed to: javila@cadillac-mi.net

All events require liability insurance: Required Min. general aggregate amount of \$1,000,000, naming the City of Cadillac as Certificate Holder and as additionally insured



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4-24-24

City Received Date

Cadillac Rotary Performing Arts Pavilion Reservation Request Form

Please Submit 30-days Prior to Event Date

Event Cadillac Festival of Races

Special Requests: Please Circle

Electricity

Water

Wind Screens

Sound System

Movie Screen/Projector System**

**Weather Dependent

Usage Rules

1. Profanity and offensive language is strictly prohibited.
2. Noise must be limited to levels that do not disturb the peace, and must be lowered at the City's request.
3. No decorations, props, or appurtenances shall be used or placed in a manner that will cause damage to the Pavilion, grounds (including trees), or surrounding areas. The use of nails, tacks, staples, etc. is strictly prohibited, along with the use of stakes in the ground.
4. Movies/programs shown at the Pavilion are at the discretion of the City, and proper licensing to show copyrighted material is required. One potential resource is www.swank.com. MPAA ratings of G and PG are appropriate.
5. Any signage or decorations must be removed immediately following any event.
6. No vehicles are permitted on sidewalks or grass. However, the sidewalk immediately south of the pavilion can be utilized for temporary parking for the purpose of drop-off and/or pick-up of equipment only. Parking is prohibited on Lake Street, even if it has been closed for the event.
7. The sale of food and non-alcoholic beverages may require an additional license. (Code of Ordinances-Chapter 28)
8. The consumption or sale of alcoholic beverages requires approval of City Council. (Code of Ordinances-Chapter 26)
9. Sound System Fees - \$20 per hour for use of our sound board and sound technician. (MUSICAL PERFORMANCES)

Reservation Fees:

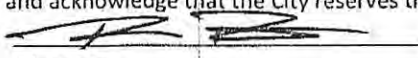
- Daily Rate (4 hours or more) \$100
- Hourly Rate (less than 4 hours) \$55 per hour
- Non-Profit Daily Rate (4 hours or more) \$50
- Non-Profit Hourly Rate (less than 4 hours) \$25 per hour

Reoccurring Events: Events that are a minimum of once a week, for four consecutive weeks or more

- Daily Rate of \$25:
- Non-Profit Daily Rate of \$15

All Fee options require a deposit of \$25 that will be applied to your total cost to hold your date(s), and would only be refunded if event was denied for any reason.

I understand and agree to comply with these rules, and acknowledge that the City reserves the right to change or cancel any event or program that is not in compliance with them.


Signature

Form must be mailed/emailed or delivered to Cadillac City Hall 200 N. Lake Street in Cadillac, MI 49601 javila@cadillac-mi.net

Print Name _____ Total Fees Required: _____ Total Fees Paid: _____ Date ____/____/____



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date _____

City Received Date _____

MUST BE OFFICIAL CITY DATE STAMP

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request Cadillac Festival of Races

Contact Person Bob Reddick

Contact Phone _____ Contact Email _____

Date: <u>8/31/24</u>		Street Closures	
Street Name <u>Lake St.</u>	Beginning Location <u>Cass St.</u>	Ending Location <u>Harris St.</u>	
	Beginning Time <u>7:00</u> AM/PM	Ending Time <u>1:00</u> AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	

Date ____/____/____		Parking Lot Closures	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	

Form must be mailed or delivered to the above address or emailed to: javila@cadillac-mi.net (No Faxes accepted)

I understand and agree to these requirements & understand if these are not met the request will be denied.

Print Name Bob Reddick Signature [Signature] Date 4/24/24

Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4-24-24

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Race Request Form

Name of Race Cadillac Festival of Races
Purpose of Race Community Event / Fundraiser
Requesting Organization Cadillac Area YMCA
Contact Person(s) Bob Reddick
Contact Phone [REDACTED] Contact Email [REDACTED]
Date of Race 8/31/24 Approx. number of participants 200-250
Registration Location Rotary Pavilion Registration Time 8:00 AM/PM
Starting Time 9:00 AM/PM Ending Time 12:00 AM/PM

City of Cadillac Rules

- The City's designated route must be used unless approved by Police Department (Route on backside)
- If marking the route, washable sidewalk chalk or small signs placed in the City right-of-way must be used
- Spray paint is not allowed and will be strictly enforced & fines will be issued
- Organizations are responsible for all clean-up including removal of signs and pavement markings
- The Police Department does not provide escorting services
- Organizations are responsible for providing designated safety and security workers & escorts
- No streets are to be blocked off unless reviewed with City Staff & approved by City Council
- Participants must follow all State & City laws
- Organizations are responsible for providing their own tables, tents, porta johns etc...

The following must be provided with this request:

- ☒ Proof of Liability Insurance (1 million & City of Cadillac named as additional insured)
☒ Proof of Marine Permit from DNR if race takes place in the Lake
☐ Approval from Wexford Road Commission & Wexford County Police Dept. if race is outside of City Limits
☒ Detailed Daily schedule/agenda of races and events

Form must be mailed or delivered to the above address or emailed to: javila@cadillac-mi.net (No Faxes accepted)

I understand and agree to these requirements & understand if these are not met the request will be denied.

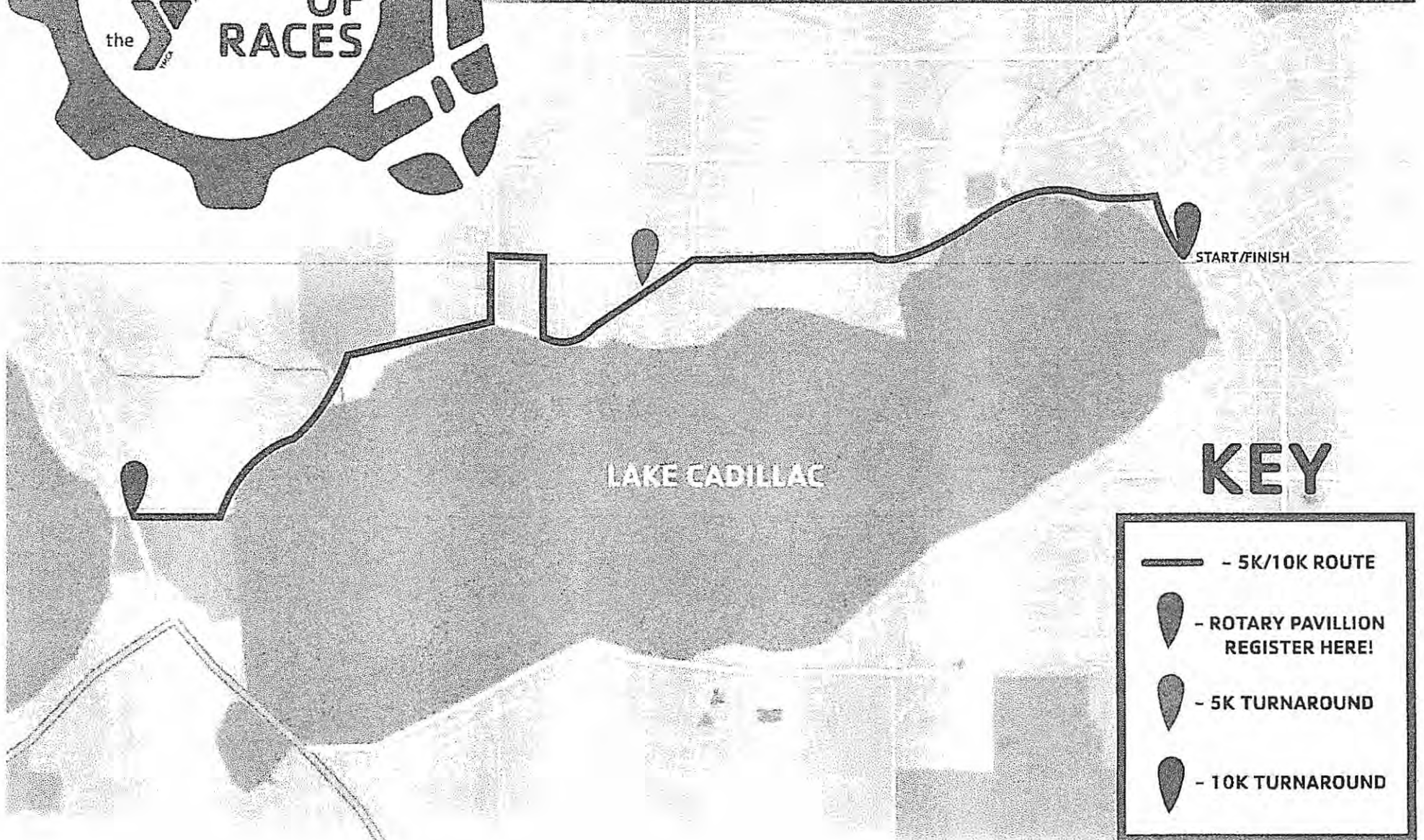
Print Name Bob Reddick Signature [Signature] Date 4/24/24

Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.

For Office Use Only



5K AND 10K ROUTE MAP

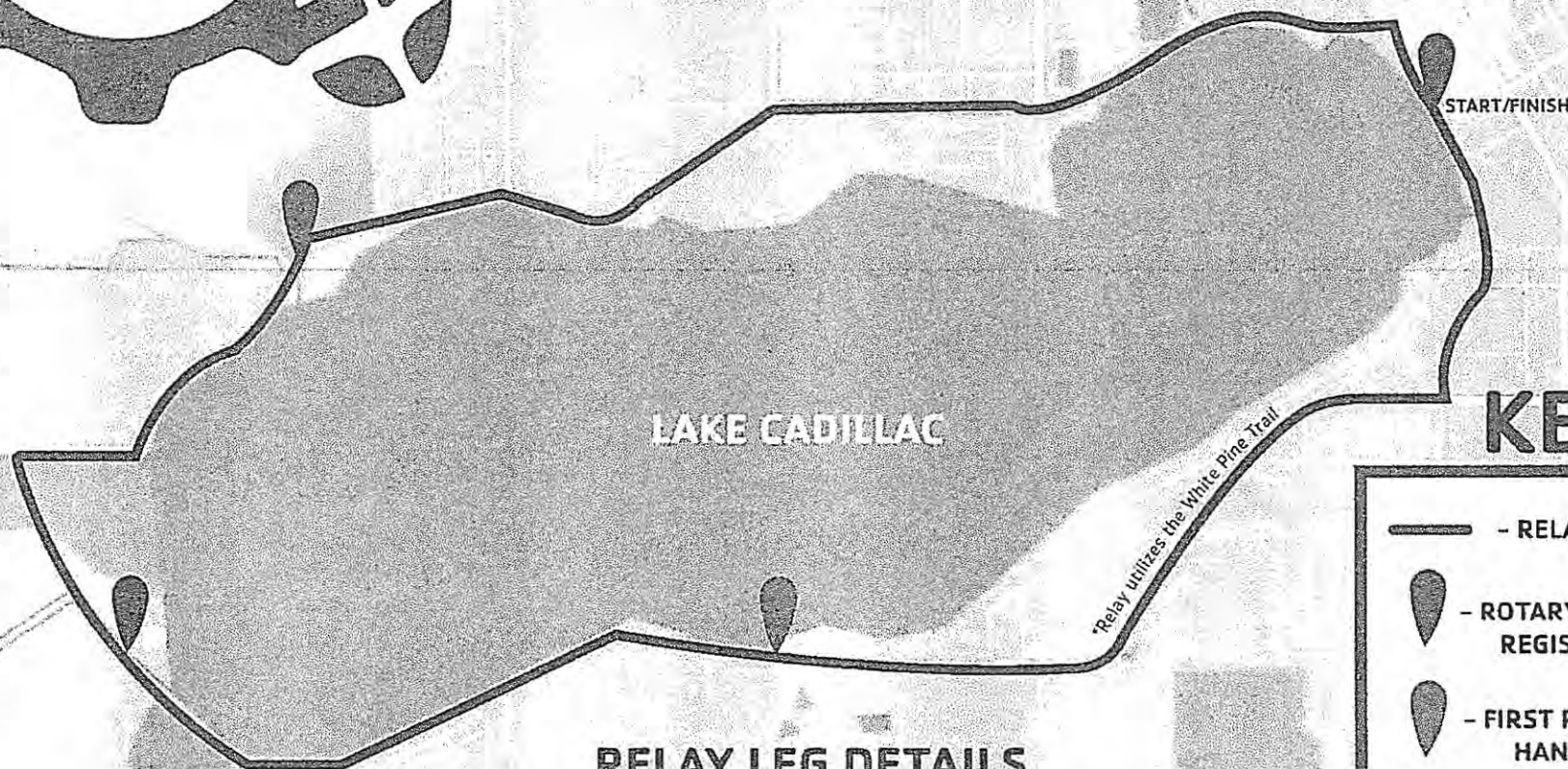


KEY

- 5K/10K ROUTE
- ROTARY PAVILLION
REGISTER HERE!
- 5K TURNAROUND
- 10K TURNAROUND



LAKE RELAY ROUTE MAP



KEY

- - RELAY ROUTE
- 📍 - ROTARY PAVILLION REGISTER HERE!
- 📍 - FIRST RELAY LEG HAND OFF
- 📍 - SECOND RELAY LEG HAND OFF
- 📍 - THIRD RELAY LEG HAND OFF

RELAY LEG DETAILS

- Relay Leg #1 - Rotary Pavillion to Sunset Shores - 2 Miles
- Relay Leg #2 - Sunset Shores to Lake Cadillac Resort - 1.4 Miles
- Relay Leg #3 - Lake Cadillac Resort to Kenwood Park - 1.2 Miles
- Relay Leg #4 - Kenwood Park to Rotary Pavillion - 2.5 Miles

Swim Race
1/4 mile out & back

250 yds out to buoy, 250 yds back
for a 500 yd swim.



Start/
Finish
Keith McKellop
Walkway

Huntington Bank

Slakey

Rotary
Performing
Arts Pavilio

Cadillac Festival of Races – 5k/10k, 7 Mile Relay, 1 Mile Kids Race & ¼ Mile Swim

August 31, 2024

Hosted by the Cadillac Area YMCA

7:00am – Setup at Rotary Pavilion and setup signs, etc on course

8:00am – Onsite Check-in/Registration at Rotary Pavilion

9:00am – 5K/10K start on Lake St in front of Rotary Pavilion

9:15am – 7 Mile Relay Run start on White Pine Trail

9:30am – ¼ Mile Swim Race start in Lake Cadillac (start/finish on beach just north of the city dock)

9:40am – 1 Mile Kids Race start on sidewalk just north of the Rotary Pavilion

10:30am – 5K & Swim Race Winners Awarded

11:30am – 10K Winners Awarded

12:00pm – 7 Mile Relay Winners Awarded

1:30pm – Wrap up and cleanup



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 7/2/24

City Received Date



Alcoholic Beverage Request Form

Event Name Diorka Gutierrez

Requesting Organization _____

Contact Person(s) Nicholas Gutierrez

Contact Phone _____ Contact Email _____

Date of Event 8/25/24 Approx. number of participating groups 47

Starting Time 12:00 Ending Time 8:00 p.m.

City of Cadillac & State of Michigan Guidelines:

- Double fence for Public Events
- Inspection of site
- Market at the Cadillac Commons requires either all sides down or 3 sides down with one side of fencing that the city has available for rent (\$100)
- Cash Bar requires State of Michigan Liquor License
- Open Bar requires the Event to be a private event not open to the public i.e. Weddings, reunions Etc.
- City Council Approval (Article 1 Sec. 26-8)
- Liability Insurance naming City of Cadillac

Form must be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

I understand and agree to these requirements & understand if these are not met the request will be denied.

Print Name Diorka Gutierrez Signature [Signature] Date 7/2/24

Request will be reviewed & you will be notified if additional information is needed.

pd 7/3/24
\$100



200 N. Lake Street
Cadillac MI 49601
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Today's Date _____

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Request Planning Guide

*This form must be completed and return to the City at least **60 days** before a **HIGH IMPACT** event. Additionally a representative for the event must meet with City Event Team to verify all details for the event before going to City Council for approval. Failure to comply will result in a denial of your event. Please call (231) 775-0181 x 7342 if you have questions.*

Applicant Name (Print) Nirka Gutierrez Contact Address [REDACTED]
Contact Phone [REDACTED] Contact Email [REDACTED]
Sponsoring Organization NA ☒ Private ☐ Non-Profit
Purpose of Event Wedding Party Approx # of Attendees 50

Beginning Date: 8/25/24 Ending Date: 8/25/24 Reoccurring: YES ☐ NO ☒
1st Day 8/25/24 Set-up 12:00AM/PM Start 4:00AM/PM End 8:00AM/PM Clean-up 9:00AM/PM
2nd Day _____ Set-up _____:____AM/PM Start _____:____AM/PM End _____:____AM/PM Clean-up _____:____AM/PM
3rd Day _____ Set-up _____:____AM/PM Start _____:____AM/PM End _____:____AM/PM Clean-up _____:____AM/PM
4th Day _____ Set-up _____:____AM/PM Start _____:____AM/PM End _____:____AM/PM Clean-up _____:____AM/PM

Please answer the following questions:

- YES ___ NO ☒ Will you be requesting permission to close any streets or parking lots?
YES ___ NO ☒ Will you be requesting permission to display any off-site signage?
YES ___ NO ☒ Will you be requesting permission to display a banner over Mitchell Street?
YES ___ NO ☒ Will you be requesting permission to reserve any of the City of Cadillac facilities

Please Circle

Market at Cadillac Commons

☐ Rotary Pavilion

☐ City Park

☐ Cadillac Commons Plaza

- YES ___ NO ☒ Will you be requesting permission to have a parade?
YES ___ NO ☒ Will you be requesting permission to hold any races?
YES ☒ NO ___ Will you be requesting permission to serve alcoholic beverages?
YES ___ NO ☒ Will your event include use of generators, food trucks, grills, fireworks display, or a tent/membrane structure?

*If you answered **YES** to any of the above questions, additional form(s) must be completed for each one. All forms must be completely filled out and all information provided before requests will be brought to City Council for approval.*

Forms can be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

All events require liability insurance: Required Min. general aggregate amount of \$1,000,000, naming the City of Cadillac as Certificate Holder and as additionally insured



200 N. Lake Street

Cadillac MI 49601

Phone (231) 775-0181

www.cadillac-mi.net

Today's Date

7/2/24

City Received Date

The Market at the Cadillac Commons Reservation Form

Please Submit 60-days Prior to Event Date
for HIGH IMPACT EVENTS

Event

Wedding Party

Please Select:

☒ Electricity/Lights ☐ Heat

Usage Rules:

1. Profanity and offensive language is strictly prohibited.
2. Noise must be limited to levels that do not disturb the peace, and must be lowered at the City's request.
3. No decorations, props, or appurtenances shall be used or placed in a manner that will cause damage to the Market, grounds (including trees), or surrounding areas. The use of nails, tacks, staples, etc. is strictly prohibited, along with the use of stakes in the ground.
4. Any signage or decorations must be removed immediately following any event.
5. The sale of food and non-alcoholic beverages may require an additional license. (Code of Ordinances-Chapter 28)
6. The consumption or sale of alcoholic beverages requires approval of City Council. (Code of Ordinances-Chapter 26)
7. Damage to public properties or the City's cost incurred in cleanup and repair shall be the responsibility of the Applicant and the Permit Holder. Payment of any such assessment shall be due within thirty (30) days of notice of such cost or assessment.

Reservation Fees:

- Daily Rate (4 hours or more) \$100
- Hourly Rate (less than 4 hours) \$55 per hour
- Non-Profit Daily Rate (4 hours or more) \$50
- Non-Profit Hourly Rate (less than 4 hours) \$25 per hour

Reoccurring Events: Events that are a minimum of once a week, for four consecutive weeks or more

- Daily Rate of \$25:
- Non-Profit Daily Rate of \$15 (Must show proof of status)

Market Hours 7:00 AM through 11:00 PM

I understand and agree to comply with these rules and acknowledge that the City reserves the right to change or cancel any event or program that is not in compliance with them.

Form must be mailed/emailed or delivered to Cadillac City Hall, Attention Events Coordinator at

200 N. Lake Street in Cadillac, MI 49601

mvandermeulen@cadillac-mi.net

Signature

Total Fees Required: _____

Total Fees Paid: _____

Date

7/2/24

August 19, 2024

COUNCIL COMMUNICATION

Re: Appointment to Board of Review – Fourth Ward – David Powell

David Powell has indicated his interest in being appointed to serve on the Board of Review as a Fourth Ward Representative.

It is recommended that David Powell be appointed to the Board of Review for a 2 year term, expiring on 8/19/2026.



Application for Appointment to Standing and Special Committees, Boards & Commissions

The information provided on this form is for the use of the Cadillac City Council in its deliberation to fill vacancies on standing and special committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. In most cases, you must be a resident of the City of Cadillac to serve on its committees, boards and commissions. Exceptions include the DDA, CBOA, LDFA, Clam River Greenway Committee and Brownfield Redevelopment Authority. Applicants may be required to interview with the City Manager for appointment consideration.

To which committee, board or commission are you seeking appointment? Please check all that apply.

- | | |
|--|---|
| ☐ Airport Authority | ☐ Economic Development Corporation |
| ☒ Board of Review | ☐ Elected Officials Compensation Commission |
| ☐ Brownfield Redevelopment Authority | ☐ Election Commission |
| ☐ Cadillac Area Council for the Arts | ☐ Housing Commission |
| ☐ Cadillac-Wexford Transit Authority | ☐ Local Development Finance Authority |
| ☐ Cadillac West Corridor Improvement Authority | ☐ Planning Commission |
| ☐ Cemetery Board | ☐ Retirement Board to Administer Act 345 |
| ☐ Civil Service Commission | ☐ Zoning Board of Appeals |
| ☐ Clam River Greenway Committee | ☐ Construction Board of Appeals |
| ☐ Historic Districts Commission | ☐ City of Cadillac/Clam Lake Joint Planning Commission |
| ☐ Diggins Hill Tennis Court Fundraising Committee | |
| ☐ Downtown Development Authority | ☐ Other _____ |

Please print or type:

Name David Powell Address [REDACTED]

Telephone: Home [REDACTED] Business/cell _____

E-mail [REDACTED]com Date available for appointment _____

Please complete the following. You may use additional sheets as needed.

Community Service

List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held, and in what municipality or county.

I held an elected position and numerous appointment positions on my HOA board when residing in Littleton, CO. for several years.

Employment and Education

List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained.

I have numerous certifications in the mortgage field that I have been serving in for 30+ yrs. I am designated to underwrite and approve Conventional, FHA and VA mortgage loans. Not only do I have extensive experience in the mortgage industry, I have a proactive approach to problem-solving and have dedication to client satisfaction.

My most recent employer is:

TBA Credit Union - 9/11/2023 - current

Mortgage Manager - I direct mortgage loan activity and oversee multiple teams. I analyze mortgage data and trends for the area to develop a lending strategy and establish new programs or guidelines for loan production.

Prior to moving back to my home town of Cadillac, MI., I spent several years in Colorado and Nebraska working for some of the larger banks. Wells Fargo, Bank of America and several smaller banks and Credit Unions alike.

Have you ever worked for the City of Cadillac? ☐ Yes ☒ No

If yes, please list dates and names of departments.

Why do you have interest in serving on this board/commission/committee?

With over 30 years of experience in the mortgage industry and a strong commitment to professional development and industry standards, I believe I am well-suited to contribute effectively in this capacity.

I have gained comprehensive knowledge and expertise in mortgage processes, regulatory compliance, and strategic decision-making. All of my experience has provided me with a solid foundation to understand complex financial landscapes and effectively evaluate critical information.

I have a strong passion for upholding ethical standards and promoting best practices within the mortgage industry. I believe in the importance of maintaining integrity and fairness in all aspects of business, and I am eager to contribute my insights and experience.

Personal

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest? ☐ Yes ☒ No

If yes, please indicate potential conflicts.

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment, and will you have such time? ☒ Yes ☐ No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

I have a proven track record of leadership and collaboration. Throughout my career, I have successfully led teams and initiatives that have driven operational excellence and enhanced customer satisfaction. I am committed to leveraging my skills to support the Board of Review in its role of safeguarding organizational integrity and enhancing overall performance.

I hereby certify that the preceding information is correct to the best of my knowledge.

Signature 

Date 7/19/2024

You are invited to attach additional pages, enclose a copy of your résumé or submit supplemental information that you feel may assist in the evaluation of your application.

Mail or return your completed application to:

Marcus Peccia, City Manager
City of Cadillac
200 N. Lake St.
Cadillac MI 49601

Thank you for giving us the opportunity to consider you for appointment.

August 19, 2024

COUNCIL COMMUNICATION

Re: Appointment to Board of Review – Fourth Ward; Alternate – Kara Herman

Kara Herman has indicated her interest in being appointed to serve on the Board of Review as a Fourth Ward Alternate Representative.

It is recommended that Kara Herman be appointed to the Board of Review for a 2 year term, expiring on 8/19/2026.



Application for Appointment to Standing and Special Committees, Boards & Commissions

The information provided on this form is for the use of the Cadillac City Council in its deliberation to fill vacancies on standing and special committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. In most cases, you must be a resident of the City of Cadillac to serve on its committees, boards and commissions. Exceptions include the DDA, CBOA, LDFA, Clam River Greenway Committee and Brownfield Redevelopment Authority. Applicants may be required to interview with the City Manager for appointment consideration.

To which committee, board or commission are you seeking appointment? Please check all that apply.

- | | |
|--|---|
| ☐ Airport Authority | ☐ Economic Development Corporation |
| ☒ Board of Review <i>Wood H</i> | ☐ Elected Officials Compensation Commission |
| ☐ Brownfield Redevelopment Authority | ☐ Election Commission |
| ☐ Cadillac Area Council for the Arts | ☐ Housing Commission |
| ☐ Cadillac-Wexford Transit Authority | ☐ Local Development Finance Authority |
| ☐ Cadillac West Corridor Improvement Authority | ☐ Planning Commission |
| ☐ Cemetery Board | ☐ Retirement Board to Administer Act 345 |
| ☐ Civil Service Commission | ☐ Zoning Board of Appeals |
| ☐ Clam River Greenway Committee | ☐ Construction Board of Appeals |
| ☐ Historic Districts Commission | ☐ City of Cadillac/Clam Lake Joint Planning Commission |
| ☐ Diggins Hill Tennis Court Fundraising Committee | |
| ☐ Downtown Development Authority | ☐ Other _____ |

Please print or type:

Name Kara Herman Address [REDACTED]

Telephone: Home _____ Business/cell [REDACTED]

E-mail [REDACTED] Date available for appointment now

RECEIVED

JUL 19 2024

Please complete the following. You may use additional sheets as needed.

Community Service

List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held, and in what municipality or county.

Volunteer Calverton Ski Patrol 4 seasons

Rockford Lacrosse Club (MS, HS) member, president (Kent Co, MI)

Employment and Education

List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained.

BSN Univ. of Michigan 1995

Currently employed Corewell Health - BR (remotely)

Have you ever worked for the City of Cadillac? ☐ Yes ☒ No
If yes, please list dates and names of departments.

Why do you have interest in serving on this board/commission/committee?

Involvement within my community at a different level, where there is a need.

Personal

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest? ☐ Yes ☒ No

If yes, please indicate potential conflicts.

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment, and will you have such time? ☒ Yes ☐ No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

I have a basic understanding of budgeting and seeing things as an overall picture.

I hereby certify that the preceding information is correct to the best of my knowledge.

Signature



Date

7/16/24

You are invited to attach additional pages, enclose a copy of your résumé or submit supplemental information that you feel may assist in the evaluation of your application.

Mail or return your completed application to:

Marcus Peccia, City Manager
City of Cadillac
200 N. Lake St.
Cadillac MI 49601

Thank you for giving us the opportunity to consider you for appointment.

August 19, 2024

Council Communication

Re: Actuarial Valuation Services – Other Post-Employment Benefits (OPEB)

In 2019, the City awarded a 5-year contract for actuarial valuation services to the Howard E. Nyhart Company, Inc. to provide actuarial services related to the City's other post-employment benefits (OPEB). These valuations are required for the City to meet reporting requirements issued by the Governmental Accounting Standards Board.

The RFP in 2019 included the opportunity to extend the original 5-year proposal for an additional 5 years. Nyhart proposed new pricing for this extension which is still well below the second low bid from 2019. The firm has provided excellent work and timely reports to assist the City in meeting the GASB requirements. The original Council Communication and the new proposal from Nyhart are included in this recommendation.

Recommended Action

It is recommended that the contract for actuarial valuation services for the City's other post-employment benefits (OPEB) with The Howard E. Nyhart Company, Inc. be extended for five additional years through FY2028. Funds for the valuation are available in the Self Insurance Fund.

April 1, 2019

Council Communication

Re: Actuarial Valuation Services – Other Post-Employment Benefits (OPEB)

The Governmental Accounting Standards Board (GASB) has issued Statements which address accounting and financial reporting by employers for postemployment benefits other than pensions (commonly referred to as OPEB). For reporting purposes, these statements require units of government to treat these promised benefits essentially the same way as pensions. As such, actuarial valuations are required at least every two years to determine the City's total liability related to these promised future benefits. Because of GASB reporting requirements, if a valuation is conducted every two years, the City would likely need some more simplified, supplemental information in the years between full valuations.

The City recently requested sealed proposals from professional actuarial firms to perform these services and provide to the City the required information for annual financial statements. Two proposals were received at the following annual costs:

Firm	FY19	FY20	FY21	FY22	FY23
The Howard E. Nyhart Company, Inc. Indianapolis, IN	\$7,900	\$3,000	\$7,900	\$3,000	\$7,900
Findley, Inc. Cleveland, OH	\$15,500	\$15,500	\$15,500	\$16,000	\$16,000

Recommended Action

It is recommended that the contract for actuarial valuation services for the City's other post-employment benefit (OPEB) required valuations be awarded to The Howard E. Nyhart Company, Inc. in accordance with their proposal. Funds for the valuation are available in the Self Insurance Fund.



**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

Client Name:	City of Cadillac
Primary Contact Name:	Owen Roberts
Primary Contact Address:	200 North Lake Street Cadillac, MI 49601
Primary Contact Phone:	231-779-7333
Primary Contact Fax:	231-775-8755
Primary Contact Email:	

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal years ending June 30, 2024 (Interim GASB 74/75), June 30, 2025 (Full GASB 74/75), June 30, 2026 (Interim GASB 74/75), June 30, 2027 (Full GASB 74/75) and June 30, 2028 (Interim GASB 74/75), Nyhart will provide the following actuarial services:

- Data collection, review, and analysis. Feedback and commentary for inaccurate or unexpected data will be provided as necessary
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 75
- Interim GASB 75 report

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
FYE 6/30/2024 Interim GASB 74/75 Actuarial Valuation Report	\$3,600
FYE 6/30/2025 Full GASB 74/75 Actuarial Valuation Report	\$9,600
FYE 6/30/2026 Interim GASB 74/75 Actuarial Valuation Report	\$3,600
FYE 6/30/2027 Full GASB 74/75 Actuarial Valuation Report	\$10,000
FYE 6/30/2028 Interim GASB 74/75 Actuarial Valuation Report	\$3,800

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.

Client will be invoiced prior to the beginning of the project for 50% of the above fee(s). The remainder of the fee shall be invoiced upon completion of services.

The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.

Client will be invoiced prior to the beginning of the project for 50% of the estimated fees for services outlined above. Once the labor accrued towards completion of the services exceeds 50% of the estimated fees, billing will occur monthly until the completion of the project. Each invoice is due upon receipt. If any invoice remains unpaid for longer than 90 days from the date of the invoice, Nyhart may either suspend the provision of the Services until payment is received, or terminate this Agreement with immediate effect. Failure of Nyhart to exercise any remedy set forth above shall not prevent Nyhart from doing so with respect to any future unpaid invoice or taking any other actions available to Nyhart under law.

Please select the method of delivery of your invoice:

- ☐ I would like my invoice sent electronically to the primary contact's email address.
- ☐ I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name

Invoice recipient email address

Invoice recipient address

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered “customary” services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart’s services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party’s representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys’ fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

City of Cadillac

By: _____

Printed Name: _____

Date: _____

Nyhart

By: _____

Printed Name: _____

Date: _____

August 19, 2024

Council Communication

Re: Vermeer Chipper Repair

The Department of Public Works has a Vermeer chipper that is used regularly in forestry maintenance activities. This unit was purchased in 2008. The unit needs a significant repair, which must be done in a Vermeer facility. After careful analysis, it was determined that the repair would enable the chipper to be used for a number of additional years and be a good backup when a new unit is purchased. New comparable units cost around \$70,000.

The quote for repair of the chipper is \$12,726.32 (see attached). The DPW is requesting an additional contingency of \$2,273.68 in case further repairs are required once the equipment has been torn apart. This brings the total request to \$15,000.

Recommended Action

It is recommended that competitive bidding be waived and that the repair of the DPW's Vermeer chipper be authorized with Vermeer of Michigan for the estimated amount of \$15,000. Funds for the repair are available in the Stores and Garage Fund.



Vermeer®
Midwest

Vermeer of Michigan, Inc.

1328 Wood Rd NE
Kalkaska, MI 49646
Ph 616 677 5900
Fx 616 677 1988
TF 866 258 1640

Ship to:

City of Cadillac
200 N. Lake St.
Cadillac MI 49601

Invoice to:

City of Cadillac
200 N. Lake St.
Cadillac MI 49601

Branch 42 - Mancelona, MI		
Date 05/08/2024	Time 8:09:46 (O)	Page 1
Account No. CADIL002	Phone No. 2317752803	Estimate No. 001202
Ship Via		Purchase Order
		Salesperson CEN

ESTIMATE EXPIRY DATE: 06/07/2024

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 01 *****

Stock #: J9000412 BRUSH CHIPPER
Make: VM Model: BC1000XL
Is to have the following work done

MS #: 1VRY1119981010101

Diagnostic
COMPLAINT:
Diag

MISCELLANEOUS CHARGES:	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	SHOP SUPPLIES	.00	

Authorization: _____	Labor:	300.00
	Subtotal:	300.00

***** Segment 02 *****

Cutter Drum Housing R&R CMP
COMPLAINT:
Drum shaft and bearing have excessive play.
CAUSE:
Drum bearing has failed and caused wear on shaft.

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
IK011523	BC1000 THRU BC1	1	6628.79	6628.79
163621550	KIT - BEARING S	2	337.01	674.02
KIT - BEARING SERVICE PARTS				

MISCELLANEOUS CHARGES:	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	SHOP SUPPLIES	150.00	150.00

Parts: 7302.81

Authorized By _____

I hereby authorize the repair work to be done as described above on the machine(s) named hereon. All repair parts are to be billed at your regular prices. I agree to pay cash for such repair parts and labor on delivery of machine(s) or on terms satisfactory to you and until paid in full any unpaid balance shall constitute a lien on this machinery. I further agree that you will not be held responsible for loss or damage to said machinery from fire, theft or other causes beyond your control.



Vermeer®
Midwest

Vermeer of Michigan, Inc.

1328 Wood Rd NE
Kalkaska, MI 49646
Ph 616 677 5900
Fx 616 677 1988
TF 866 258 1640

Ship to:

City of Cadillac
200 N. Lake St.
Cadillac MI 49601

Invoice to:

City of Cadillac
200 N. Lake St.
Cadillac MI 49601

Branch 42 - Mancelona, MI		
Date 05/08/2024	Time 8:09:46 (O)	Page 2
Account No. CADIL002	Phone No. 2317752803	Estimate No. 001202
Ship Via		Purchase Order
		Salesperson CEN

ESTIMATE EXPIRY DATE: 06/07/2024

SERVICE ESTIMATE - NOT AN INVOICE

Authorization: _____

Labor: 1500.00
Miscellaneous: 150.00
Subtotal: 8952.81

***** Segment 03 *****

Drive Shaft R&R CMP

COMPLAINT:

Install clutch arm replacement kit.

CAUSE:

Clutch arm has broke.

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
IK011380	BC1000XL CLUTCH	1	2731.01	2731.01

<u>MISCELLANEOUS CHARGES:</u>	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	SHOP SUPPLIES	67.50	67.50

Authorization: _____

Parts: 2731.01
Labor: 675.00
Miscellaneous: 67.50
Subtotal: 3473.51

Parts: 10033.82
Labor: 2475.00
Miscellaneous: 217.50
TOTAL: 12726.32

Authorized By

I hereby authorize the repair work to be done as described above on the machine(s) named hereon. All repair parts are to be billed at your regular prices. I agree to pay cash for such repair parts and labor on delivery of machine(s) or on terms satisfactory to you and until paid in full any unpaid balance shall constitute a lien on this machinery. I further agree that you will not be held responsible for loss or damage to said machinery from fire, theft or other causes beyond your control.

August 19, 2024

Council Communication

Re: Purchase of Ferric Chloride

The City recently received bids for the purchase of ferric chloride for the Cadillac Waste Water Treatment Plant. Ferric chloride is a process chemical that is used to treat the phosphorus in the waste stream. Three vendors returned completed bid forms with the following bids:

Vendor	Bid
Webb Chemical Corporation Muskegon, MI	\$0.692/dry pound
Penco, Inc. San Felipe, TX	No bid
Kemira Water Solutions, Inc. Lawrence, KS	\$0.612/dry pound

Recommended Action

It is recommended that the purchase of ferric chloride for the period of August 1, 2024 through July 31, 2026 be awarded to Kemira Water Solutions, Inc. at a price of \$0.612 per dry pound. Funds are available in the Nutrient Removal Department of the Water and Sewer Fund.

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

RESOLUTION NO. 2024-_____

**A RESOLUTION TO INTRODUCE AN ORDINANCE TO AMEND SECTION 26-104
AND SECTION 26-109 OF THE CODE OF ORDINANCES, CITY OF CADILLAC,
MICHIGAN**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, at the Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, Michigan on the 19th day of August, 2024, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, pursuant to Article VII, §22 of the Michigan Constitution, the City of Cadillac ("City") is authorized to adopt resolutions relating to its municipal concerns; and

WHEREAS, the City wishes to consider amending the City Code of Ordinances to update the application process for docking permits in the C.A. Hofmeister Plat of Kenwood Park, including, but not limited to, how and when to apply for said docking permit; and

WHEREAS, the best interests of the City will be served by updating the application process as current practices have created several public health, safety, and welfare concerns.

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. 2024-____, An Ordinance to Amend Section 26-104 and Section 26-109 of the Code of Ordinances, City of Cadillac, Michigan (the “Ordinance”), attached as **Exhibit A**.

2. A public hearing regarding the Ordinance will be held on the 3rd day of September 2024, at 6:00 p.m. at the Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, Michigan.

3. The City Clerk is directed to publish a summary of the proposed Ordinance once in a newspaper of general circulation in the City of Cadillac, together with a notice of the public hearing on the Ordinance, within seven (7) days of the adoption of this Resolution. 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. 2024-____, duly adopted at a meeting of the City Council held on the 19th day of August, 2024.

Sandra Wasson, City Clerk

CITY OF CADILLAC

ORDINANCE NO. 2024-_____

AN ORDINANCE TO AMEND SECTION 26-104 AND SECTION 26-109 OF THE CODE OF ORDINANCES, CITY OF CADILLAC, MICHIGAN

The City of Cadillac ordains:

Section 1. Amendment of Section 26-104 of the Code of Ordinances.

“Sec. 26-104. Storage and removal.

No dock, boat or hoist or related appurtenances shall be stored upon any public land, park or public right-of-way. This section does not exclude the proper use, placement or construction of a dock, boat hoist, any mooring devices, or appurtenances relating to, upon or in waters adjacent to public lands (parks and public access sites excluded) or public rights-of-way identified in this article (including, but not limited to, the "lakefront" identified in section 26-109) between ~~10:00 a.m. on the second Saturday in the month of~~ April 1 and November 15 of each year. All structures and appurtenances that are placed adjacent to public lands must not be placed closer than 25 feet to any private lot line, and shall be removed by the owner or his agent on or before November 15 of each year, and remain off until ~~10:00 a.m. on the second Saturday in the month of~~ April 1 ~~the following each~~ year.”

Section 2. Amendment of Section 26-109 of the Code of Ordinances.

“Sec. 26-109. Plat of Kenwood Park.

C. A. Hofmeister's Plat of Kenwood Park, known as the Plat of Kenwood Park, has lakefront which is that portion of the Plat of Kenwood Park located between North Boulevard and the shore of Lake Cadillac. Public docking may be allowed along such lakefront, subject to the other provisions of this article and to the following specific provisions:

- (1) No docks shall be allowed within 25 feet of the west line of the Plat of Kenwood Park.
- (2) Any such dock usage shall be subject to state laws, rules and regulations, if any.
- (3) The placement of such docks shall be for seasonal structures to facilitate private, noncommercial recreational use of the water, and the city is not intending to offer services to the public.
- (4) Should a state marina permit be required, such marina permit shall be obtained at the sole cost of the users of the docks.
- (5) Docking will be open to all members of the public subject to the availability and receipt of a proper docking permit. Any dock usage shall be at the sole risk of the user.

-
- (6) ~~Subject to the availability and receipt of a proper docking permit, t~~There shall be a limit of one dock per ~~docking site~~household.
- (7) Placement of docks in the water, which are not intended to be used, but which are placed primarily for the purpose of excluding other docks shall be prohibited.
- (8) The public's privilege to place a dock is ~~on a "first come, first serve" basis~~subject to the timely completion and submittal of a docking permit application and the availability of docking permits. Spaces will be numbered by the Applications and docking site registration shall be administered by the North Boulevard Marina Association. ~~There will be permit applications placed at each space. The application will be picked up by the user and delivered to the North Boulevard Marina Association for registration each year. The user will then have until June 1 of each year to place a dock at the reserved space.~~
- (9) The roads and lots lines in the Plat of Kenwood Park running perpendicular to North Boulevard shall be deemed to end at the northern edge of North Boulevard, and not at the shore of Lake Cadillac.”

Section 3. Severability.

If any provision of this Ordinance is found invalid for any reason, such holding will not affect the validity of the remaining provision of this Ordinance.

Section 4. Repealer.

Any ordinance that conflicts with this Ordinance is repealed to the extent necessary to give this Ordinance full force and effect.

Section 5. Effective Date.

This Ordinance takes effect 20 days after its adoption.

Approved this ____ day of _____, 2024.

Sandra Wasson, City Clerk

Carla J. Filkins, Mayor

I, Sandra Wasson, the City Clerk of the City of Cadillac, Michigan, do hereby certify that Ordinance No 2024-_____ was published in the Cadillac News on the ____ day of _____, 2024.

Sandra Wasson, 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

NOTICE OF PROPOSED ORDINANCE AND PUBLIC HEARING REGARDING DOCKING PERMIT APPLICATIONS FOR C.A. HOFMEISTER PLAT OF KENWOOD PARK

NOTICE IS HEREBY GIVEN that a Public Hearing on the proposed ordinance will be held in the Council Chambers, Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, Michigan, on September 3, 2024 at 6:00 p.m., at a meeting of the City Council.

At this meeting, the City Council will consider and hold a public hearing on possible amendments to Sections 26-104 and 26-109 of the City Code of Ordinances related to the receipt, completion, and approval of docking permit applications for public docking spaces located at C.A. Hofmeister Plat of Kenwood Park.

A copy of the proposed amendments is on file at City Hall, 200 Lake Street, Cadillac, Michigan, and is available for public inspection. The City Council is receiving written comments concerning the proposed amendments at the City Hall. Comments must be received by the City prior to the start of the public hearing.

The City of Cadillac complies with the "Americans with Disabilities Act." If auxiliary aids or services are required at a public meeting for individuals with disabilities, please contact Sandra Wasson, City Clerk, at clerk@cadillac-mi.net, at least three (3) business days prior to any such meeting. 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.

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

Resolution No. 2024-xxxx

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

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

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

Motion by Council Member XXXXXX, supported by Council Member XXXXX

Ayes: Council Members:

Nays: None

I, Sandra Wasson, do hereby certify that the above is a true and complete copy of a Resolution adopted by the Cadillac City Council, at a regular meeting, held at 6:00 P.M. on Monday, August 19, 2024, in the Council Chambers of the Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, MI.

Sandra Wasson, City Clerk

Dated: August 20, 2024

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF CADILLAC

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

RECITALS:

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

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

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

The parties agree as follows:

SECTION 1. SCOPE OF WORK

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

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

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

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

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

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

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

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

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

Commercial General Liability Insurance:

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

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

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

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

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

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

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

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

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

SECTION 5. SUPERVISION

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

SECTION 6. WAGE SCHEDULE

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

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

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

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

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

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

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

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

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

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

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

☐ Yes, Firm Unit Price items will be used.

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

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

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

SECTION 9. SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. NON-DISCRIMINATION

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

SECTION 11. ANTI-KICKBACK

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

SECTION 12. SCOPE OF CONTRACT

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

SECTION 13. INSURANCE

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

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

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

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

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

SECTION 14. WORKERS' DISABILITY COMPENSATION

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

SECTION 15. BUDGET

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

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

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

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

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

SECTION 16: REIMBURSEMENT SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

SECTION 17: ELECTRONIC FUNDS TRANSFER

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

SECTION 18: SNOW HAULING

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

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

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

54.84 percent (%)

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

SECTION 19: PAVEMENT MARKING

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

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

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

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

SECTION 21: TREES AND SHRUBS

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

SECTION 22: EQUIPMENT LIST

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

SECTION 23: RECORDS TO BE KEPT

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

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

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

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

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

SECTION 25: CONTRACT REVIEW AND RESPONSE

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

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

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

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

B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the “Response”, to the Notice of Review Results indicating one of the following options:

1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
2. The Municipality does not concur with Notice of Review Results. The “Response” will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
3. The “Response” will include a written explanation as to any questioned item of expense. The “RESPONSE” will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

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

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

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

B. Review Disputes

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

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

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

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

Injunctive Relief

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

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

SECTION 27: TERM OF CONTRACT

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

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

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

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

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

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

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

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

SECTION 30: CONTRACTUAL INTERPRETATION

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

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

SECTION 31: AUTHORIZED SIGNATURE

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

CITY OF CADILLAC

BY: _____
TITLE:



BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

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

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

Chemical Storage Facilities: Bulk salt storage buildings.

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

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

Department: The Michigan Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1410: Winter maintenance

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

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

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

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

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

APPENDIX B
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

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

APPENDIX C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

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

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

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

Amendments

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

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

January 30, 2024



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name

Address

Contact Person, Title

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

Dear _____:

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

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

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

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

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

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

Name
Page 2
Date

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

Sincerely,

Name
Maintenance Coordinator (or Engineer)
MDOT ____TSC

APPROVED BY:

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

Dated this _____ day of _____, 2024

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

Appendix G

Michigan Department
of Transportation
0572 (03/2024)

Clear Form

MUNICIPALITY FIRM UNIT PRICES

MUNICIPALITY NAME	EFFECTIVE DATE
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TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE INCLUDES

INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):

Type of Materials produced or supplied by Municipality

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

Item Locations

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

Price Includes

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

MUNICIPALITY SUBMITTED BY		
NAME	TITLE	DATE

MDOT APPROVED BY		
NAME	TITLE	DATE

Appendix H

Michigan Department
of Transportation
5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form

Definitions

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
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SKETCH OF ROADWAY AND SNOW HAULING LIMITS

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

MUNICIPALITY SUBMITTED BY	
NAME	TITLE

MDOT APPROVED BY	
NAME	TITLE

DEFINITIONS

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

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

Sample Calculation

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

WSH: 66 feet

ADTM: 36 feet

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

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

RESOLUTION NO. 2024-____

**RESOLUTION AMENDING GENERAL APPROPRIATIONS ACT
FOR FISCAL YEAR 2025**

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the 19th day of August, 2024, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City adopted Ordinance No. 2024-06, Ordinance Adopting General Appropriations Act for Fiscal Year 2025 ("General Appropriations Ordinance") on May 30, 2024, which approved a general appropriations act for the 2025 fiscal year; and

WHEREAS, Section 10.5 of the City Charter provides that the City Council may make additional appropriations during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, Section 9 of the General Appropriations Ordinance authorizes the City Council to make such additional appropriations by resolution; and

WHEREAS, the City Council has determined that additional appropriations are required due to unanticipated expenditures;

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

1. The general appropriations act for the 2025 fiscal year is hereby amended in the manner set forth in the attached Exhibit A, which is incorporated by reference.

2. 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. _____, duly adopted at a regular meeting of the City Council held on the 19th day of August, 2024.

Sandra Wasson
Cadillac City Clerk

City of Cadillac

Financial Services Department
FY2025 Budget Amendment #1
August 19, 2024

EXHIBIT A

Current Budget	Amended Budget	Increase (Decrease)
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GENERAL FUND

Department: Other Financing Uses	\$395,000	\$465,000	\$70,000
Amended Line Items Detail			
Transfer Out - Lake Treatment	50,000	120,000	70,000
<i>Purpose: Transfer additional funds for lake treatment based on actual lake survey conducted in August.</i>			

General Fund Summary		Prior Approved	Amended	Change
Revenues		\$8,917,500	\$8,917,500	\$0
Expenditures		9,195,200	9,265,200	70,000
Revenues Over (Under) Expenditures		(\$277,700)	(\$347,700)	

Lake Treatment Fund

Revenue	\$50,000	\$120,000	\$70,000
Amended Line Items Detail			
Transfer In - General Fund	50,000	120,000	70,000
<i>Purpose: Recognize revenue from additional transfer from General Fund to cover actual treatment costs.</i>			

Expenditures	\$50,000	\$120,000	\$70,000
Amended Line Items Detail			
Contractual Services	50,000	120,000	70,000
<i>Purpose: Appropriate additional funds for required lake treatment costs. Increase appropriation would leave approximately \$50,000 available for spring treatment as needed.</i>			