COPIES OF THE DISBURSEMENT LIST ARE NOW AVAILABLE IN THE CONTROLLER'S OFFICE

Att. #2

BLOCK PARTY INFORMATION

Block Party to be held 6·13·09 (date), from 12 pm (time) until 11 pm

on KAUFMAN Street, between Martin & Meier

Contact Person(s): Michele Ream [redacted] (name) (phone)

***Must include a contact person's cell phone number, which can be used to reach someone during the block party:** Michele & Adam Ream [redacted]

SCHEDULED ACTIVITIES: Please list planned activities and times (even if tentative), for example children's games from 1-2 p.m., adult games from 3-4 p.m., picnic/barbecue from 4:30 to 6:30 p.m., live band from 7-9 p.m., clean-up 9-10 p.m. Please indicate times of any amplified music, whether live or recorded.

12-5pm Kids moonbounces, waterslide, Slip-n-slide etc., 5-7pm barbecue 7-8pm cake and icecream 8-9 presents and kids games and prizes 9-10pm smores around a firepit 10-11pm clean up

There may or may not be music played between 12pm and 11pm if there is it would be off a house radio.

Upon approval by City Council, this form will be stamped "APPROVED" and sent back to the requesting party. It is the responsibility of the requesting party and/or contact person(s) to distribute copies of this "approved" information form to neighbors on adjacent street(s).

Signatures represent 23 houses out of a total of 27 homes on the block. One home is vacant.

Att. #2

BLOCK PARTY INFORMATION

Block Party to be held 6-13-09 (date), from noon (time) until midnight

on Doyle Street, between Curtis & Waltman

Contact Person(s): Michelle Fee (name) [redacted] (phone)

***Must include a contact person's cell phone number, which can be used to reach someone during the block party:** [redacted] Michelle.

SCHEDULED ACTIVITIES: Please list planned activities and times (even if tentative), for example children's games from 1-2 p.m., adult games from 3-4 p.m., picnic/barbecue from 4:30 to 6:30 p.m., live band from 7-9 p.m., clean-up 9-10 p.m. Please indicate times of any amplified music, whether live or recorded.

This is actually a graduation party so really no scheduled activities may have a DJ from 5-9pm if permitted.

Upon approval by City Council, this form will be stamped "APPROVED" and sent back to the requesting party. It is the responsibility of the requesting party and/or contact person(s) to distribute copies of this "approved" information form to neighbors on adjacent street(s).

Signatures represent 4 houses out of a total of 4 homes on the block.

Minutes of the Regular Meeting of the City Council of the City of Roseville, County of Macomb, Michigan, held in said City on May 26, 2009 at 7 p.m., local time.

PRESENT: _____

ABSENT: _____

_____ moved, _____ seconded, to adopt the Resolution to enter into contract 2009-0370 with the Michigan Department of Transportation for the maintenance of state Trunk lines and bridges within our jurisdiction for the term of October 1, 2009 through September 30, 2014.

NOW, THEREFORE BE IT RESOLVED: that the City Manager and City Clerk are hereby authorized to sign contract documents.

MOTION CARRIED UNANIMOUSLY

STATE OF MICHIGAN)
SS)
COUNTY OF MACOMB)

I, RICHARD M. STEENLAND, the duly qualified and acting City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan, on Tuesday, May 28, 2009 , and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

RICHARD M. STEENLAND
City Clerk

CONTRACT NO. 2009-0370
REGION: Metro
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION

STATE TRUNKLINE MAINTENANCE CONTRACT

CITY OF ROSEVILLE

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and City of Roseville, a Michigan municipal corporation, hereinafter referred to as the "MUNICIPALITY."

WITNESSETH:

WHEREAS, the DEPARTMENT has affirmatively found that contracting with this MUNICIPALITY for the maintenance of state trunklines and bridges within its jurisdiction is in the best public interest; and

WHEREAS, 1925 PA 17 Section 2, MCL 250.61 et seq; authorizes the DEPARTMENT to contract with the MUNICIPALITY for the construction, improvement, and/or maintenance of state trunkline highways. The DEPARTMENT, subject to the approval of State Administrative Board, will do all acts or things necessary to carry out the purpose of 1925 PA 17 supra; and

WHEREAS, the DEPARTMENT has so advised the State Transportation Commission and the Appropriations Committee of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11(c), MCL 247.661(c).

NOW, THEREFORE, in consideration of the premises and the mutual undertakings of the parties hereto, it is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The MUNICIPALITY will provide personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of this Contract. The MUNICIPALITY will furnish the DEPARTMENT, upon request, with an organizational chart showing garage locations, names of supervisory personnel, and any other information incidental to the performance under this Contract.

Section 2. SCOPE OF WORK

a. The MUNICIPALITY will perform maintenance work at the direction of the DEPARTMENT'S Region Engineer or a designee of the REGION ENGINEER hereinafter referred to as the "REGION ENGINEER" or, acting under the general direction of the Engineer of Maintenance of the DEPARTMENT, hereinafter referred to as the "ENGINEER OF MAINTENANCE," under the terms of this Contract and as covered by the Line Item Budget for each fiscal year, and is incorporated herein by reference as if the same were repeated in full herein. Work for the Maintenance Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

i. A written Letter of Understanding shall be drafted annually by the DEPARTMENT and signed by both the DEPARTMENT and 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. The Letter of Understanding shall be signed by the designated representative of the MUNICIPALITY and approved by the REGION ENGINEER.

ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.

iii. 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 the DEPARTMENT. The DEPARTMENT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.

b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of the DEPARTMENT:

i. The DEPARTMENT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for the DEPARTMENT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers,

agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.

ii. The DEPARTMENT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARMENT pursuant to this Contract, will further require that the Permittee, except as to permits issued to governmental entities and public utilities or unless specifically waived by the MUNICIPALITY in writing, provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X, C, & U, and contractor's protective liability with a blasting endorsement when blasting is involved or commercial general liability insurance that includes all the above, naming as additional parties insured on all such policies the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT and all offices, agents and employees thereof, the MUNICIPALITY, its officials, agents and employees and that the Permittee provide to the DEPARTMENT written proof of said insurance.

iii. The amounts of such insurance will be no less than the following:

<u>Comprehensive General Liability:</u>

Bodily Injury	--	$500,000 each occurrence
	--	$500,000 each aggregate
Property Damage	--	$250,000 each occurrence
	--	$250,000 each aggregate

<u>Commercial General Liability Insurance:</u>

$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of the DEPARTMENT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA). The MUNICIPALITY and the DEPARTMENT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

Transportation Work Authorizations (TWA's) may be issued by the REGION ENGINEER for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the MUNICIPALITY or a subcontractor as set forth in Section 9. TWA's will be performed in accordance with the DEPARTMENT'S accepted maintenance practices and specifications as specified on the TWA. The MUNICIPALITY will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

d. The REGION ENGINEER is authorized to issue written orders, as are necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The MUNICIPALITY will furnish sufficient personnel, equipment, and approved material as needed to perform maintenance on state trunkline highways. Personnel and equipment will be used on municipal streets and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE SUPERINTENDENTS

The MUNICIPALITY hereby designates _____ as Maintenance Superintendent on state trunkline highways, who will supervise all work covered by this Contract. In the event the MUNICIPALITY desires to replace the Maintenance Superintendent, the MUNICPALITY will notify the DEPARTMENT in writing.

Section 5. WAGE SCHEDULE

Wages paid by the MUNICIPALITY for work on state trunkline highways will be the same as on street work for the MUNICIPALITY.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

_____

_____

_____

_____

_____

_____

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

_____

_____

_____

_____

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

The DEPARTMENT will reimburse the MUNICIPALITY for Direct Labor Overhead costs on all labor costs properly chargeable to the DEPARTMENT, 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 14.

Section 6. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall 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 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), and traffic control devices used on state trunkline highways by the MUNICIPALITY will conform to current or supplemental specifications approved by the DEPARTMENT, unless otherwise approved in advance by the REGION ENGINEER. The REGION ENGINEER may require approval by the DEPARTMENT'S Construction and Technology Division or by a laboratory approved by that MUNICPALITY and the REGION ENGINEER. If DEPARTMENT-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 DEPARTMENT-owned.

Section 7. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned

property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, 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 audit.

The DEPARTMENT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 14(c). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

ITEM KIND	ITEM LOCATION	PRICE UNIT	PRICE INCLUDES*	PER UNIT

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

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

The DEPARTMENT may audit all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List for which the MUNICIPALITY requests reimbursement.

Listed items purchased from a vendor source or vendor stockpile for direct use on the trunklines are not eligible for firm unit price consideration and should be billed at vendor cost.

Section 8. SUBCONTRACTS

The MUNICIPALITY may subcontract any portion of the work to be performed under this contract. Bid/price solicitation and subcontracts will be in conformance with the MUNICIPALITY's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the submittal of 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 the DEPARTMENT for said subcontracted work. The scope of work and specifications (if any) must be approved by the REGION ENGINEER. The MUNICIPALITY will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the MUNICIPALITY pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the REGION ENGINEER. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work.

At the conclusion of the contract term, subcontracts that are in process will be completed with the understanding that a new contract will supercede the expiring contract. In situations where either the contract is terminated by the MUNICIPALITY, or DEPARTMENT, subcontracts become null and void.

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

For subcontracts involving the items of Cleaning Drainage Structures, Roadway Sweeping and Flushing or Grass and Weed Control, the MUNICIPALITY will include a cancellation clause that will allow the MUNICIPALITY to cancel the subcontract if funds are not made available by the DEPARTMENT.

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

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

The subcontract solicitation and approval process will be as follows:

a. **Subcontracts less than $2,500:** The MUNICIPALITY will obtain the lowest reasonable price. Form 426 does not require REGION ENGINEER approval. Documentation of the price solicitation must be retained.

b. **Subcontracts $2,500 or greater and less than $25,000:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. REGION ENGINEER approval of the Form 426 is required. Documentation of the solicitation from all qualified sources must be retained.

c. **Subcontracts that exceed $25,000:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. REGION ENGINEER and State Administrative Board approval is required and documentation of the solicitations must be retained.

Overruns, extra work, and adjustments requiring State Administrative Board approval are outlined in Appendix E, attached hereto and made a part hereof.

Section 9. NON-DISCRIMINATION

a. 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. This provision will be included in all subcontracts related to this Contract.

b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2003, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

c. The MUNICIPALITY will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix H, dated October 1, 2005, attached hereto and made a part hereof.

Section 10. ANTI-KICKBACK

No official or employee of the MUNICIPALITY or of the State of Michigan will receive direct or indirect remuneration from purchases of materials, supplies, equipment, or subcontracts required for trunkline highway maintenance purposes.

Section 11. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function that the MUNICIPALITY performs for the DEPARTMENT. 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 in the MUNICIPALITY over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of the DEPARTMENT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 12. INSURANCE

a. The MUNICIPALITY will furnish the DEPARTMENT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred 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 shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to the DEPARTMENT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to the DEPARTMENT on DEPARMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

   In the event the MUNICIPALITY is self-insured, a copy of the Secretary of State's certificate of self-insurance shall be submitted to the Department.

b. In the event that 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 shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other

information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 13. WORKERS' DISABILITY COMPENSATION

The MUNICIPALITY will comply with the Michigan Workers' Disability Compensation Law as to all employees performing work under this Contract.

Section 14. REQUEST FOR REIMBURSEMENT

The DEPARTMENT will reimburse the MUNICPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 16, 17, 18, and 19. To be eligible for reimbursement under this Section, costs must be submitted to the DEPARTMENT prior to the start of the audit for each respective year of the Contract period.

a. The DEPARTMENT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.

b. The DEPARTMENT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 5 as a percentage of the payroll. This percentage shall be developed for billing purposes using DEPARTMENT Form 455M (Report of Employee Benefit Cost for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the previous fiscal year's experience. The completed Form 455M shall be submitted to the REGION ENGINEER within thirty (30) days of the MUNICIPALITY's fiscal year end. These charges will be adjusted by audit, to the costs incurred in the current contract year in accordance with Section 23.

c. The DEPARTMENT'S share of the actual cost of MUNICIPALITY owned or purchased energy.

d. The DEPARTMENT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.

e. The Department will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by the DEPARTMENT as follows:

i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.

ii. **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 MUNICIAPLITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.

f. The rental of equipment used in the performance of this Contract. The rental rates will be those established in Schedule C, Report 375 Equipment Rental Rates, issued annually by the DEPARTMENT and is incorporated herein by reference as if the same were repeated in full herein.

g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 8.

h. The cost to the MUNICIPALITY for labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

i. Overhead in Accordance with Attached Overhead Schedule.

The DEPARTMENT 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 14(i) is reimbursement to the MUNICIPALITY for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 14(k)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on MUNICIPALITY owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are

considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

j. The DEPARTMENT will reimburse the MUNICIPALITY for the DEPARTMENT'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 the DEPARTMENT.

k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by the DEPARTMENT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to the DEPARTMENT of certified statements of costs for each monthly payment period.

l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

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

Section 15. 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 of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 16. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. The DEPARTMENT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. The DEPARTMENT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. The DEPARTMENT 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. The DEPARTMENT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

The MUNICIPALITY agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets. The above percentage represents the DEPARTMENT'S share of snow removal from all trunklines in the MUNICIPALITY, including that snow moved into the right-of-way from on-street parking areas and adjacent sidewalks by the MUNICIPALITY.

Section 17. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate DEPARTMENT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 18. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) 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 DEPARTMENT 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 19. TREES AND SHRUBS

Except for emergency work, the MUNICIPALITY will request the DEPARTMENT'S written approval to remove dead trees and/or trim trees prior to the start of work. The DEPARTMENT will pay all costs to remove dead trees. The DEPARTMENT 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 20. EQUIPMENT LIST

The MUNICIPALITY will furnish the DEPARTMENT a list of the equipment it uses during performance under this Contract, on DEPARTMENT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to the DEPARTMENT no later than February 28 of each year.

Section 21. RECORDS TO BE KEPT

The MUNICIPALITY will:

a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:

   i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

   ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.

   iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.

b. Maintain the RECORDS for at least three (3) years from the date of the DEPARTMENT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with

regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

c. Allow the DEPARTMENT or its representative to inspect, copy, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 22. CERTIFIED STATEMENT OF CHARGES

The MUNICIPALITY hereby certifies that, to the best of the MUNICIPALITY'S knowledge, the costs reported to the DEPARTMENT under this Contract will represent only those items that are properly chargeable in accordance with the Contract. The MUNICIPALITY also hereby certifies that it has read the contract terms and is aware of the applicable laws, regulations, and terms of this Contract.

Section 23. AUDIT

The MUNICIPALITY's records will be subject to audit. 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 audit after twenty-four (24) months subsequent to the date of the DEPARTMENT'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 an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the MUNICIPALITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings communicated to the MUNICIPALITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the MUNICIPALITY will:

a. Respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report;

b. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and

c. Submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract.

d. 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 the DEPARTMENT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

Upon review of the RESPONSE, if the DEPARTMENT'S Dispute Audit Review Team (DART) does not agree with the RESPONSE, the DEPARTMENT will provide the MUNICIPALITY an opportunity to appear before DART to explain and support its RESPONSE. This will occur within ninety (90) days of receipt of the RESPONSE, unless the time has been extended by the DEPARTMENT. The DEPARTMENT will make its decision regarding any disallowed or questioned cost items within 30 days after DART considers the appeal.

If after a DART decision the DEPARTMENT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to the DEPARTMENT or notify the DEPARTMENT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest the DEPARTMENT'S decision. The DEPARTMENT shall not withhold or offset funds in dispute if the MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of the DEPARTMENT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by the DEPARTMENT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The

MUNICIPALITY may ask the court of proper jurisdiction to bar the DEPARTMENT from withholding or offsetting funds until the court finally decides the dispute.

The individuals on the three member panel shall be selected from state agencies not directly associated with the DEPARTMENT. The MUNICIPALITY will appoint one (1) member and the DEPARTMENT will appoint one (1) member. The third member of the panel will be selected by the two (2) appointed panel members. The decision of the panel shall be binding unless appealed to the proper court by either party within one hundred twenty (120) days after the decision of the panel has been issued.

Section 24. TERM OF CONTRACT

This Contract will be in effect from October 1, 2009, through September 30, 2014.

Section 25. TERMINATION OF CONTRACT

Either party may terminate this Contract. Termination may occur in any year, but only in the months of April, May, or June. Written notice of intent to terminate this Contract shall be provided to the other party at least ninety (90) days prior to the date of termination.

Section 26. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution of May 1, 1979, as amended, attached hereto made a part hereof as Appendix D.

Section 27. CONTRACT CONTENT

In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

Section 28. AUTHORIZED SIGNATURE(S)

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

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

CITY OF ROSEVILLE

BY: _____

TITLE:

BY: _____

TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: Department Director

MEMORANDUM

To: Peter Provenzano, Controller

From: I J Campbell

Date: May 20, 2009

Re: Macomb County HOME Consortium

Just as Mr. Truman was leaving last night, I asked through Virginia that an item (HOME Consortium) be place before Council for their action next week. The Consortium has been working with Springhill Housing Corporation (headquartered in Oakland County, but having some operations in Macomb County) and Solid Ground (Roseville) to approve their grant request for 2007 HOME dollars.

I am asking for Roseville City Council to approve the following (a similar request is being made of the Macomb County Board, the Sterling Height City Council and the Clinton Township Board of Supervisors):

> The Home Consortium which consists of Clinton Township, Sterling Heights, Roseville and Macomb County has approximately $514,636 of FY 2007 funds to be obligated by June 30, 2009.
>
> The Consortium representatives are recommending funding of two projects.
>
> Project No. I; Solid Ground
> The Consortium is recommending allocating funds to Solid Ground for operations. The City of Roseville allocation in the grant is $28,006. The Consortium total is $67,524. This is a permitted cost per the HOME rules and regulations. Solid Ground opened March 30, 2009 and is housing seven (7) families which equates to twenty-one (21) persons. At full capacity they will house forty (40) formerly homeless individuals for a period of up to twenty-four (24) months.
>
> Project No. II; Springhill Housing
> The Consortium is recommending allocating funding to Springhill Housing Corporation. The City of Roseville allocation in the grant is is $132,354. The consortium total is $447,112. Springhill is a non-profit 501 C 3 origination that acquires rehabs, develops and manages twenty-two (22) rentals units in ten (10) homes in Macomb County for low income persons with developmental disabilities. Springhill partners with ARC Service and Macomb Oakland Regional Corporation to provide services to these people living independent lives.

Administrator, City of Roseville Community Development Dept. 18961 Common Road Roseville, MI 48066-2160
586-447-4606 FAX: 586-445-5402 ijcampbell@roseville-mi.com

Springhill is requesting funding to acquire rehab and place developmental disabled individuals in four (4) homes in Macomb County. HOME funding requires match of 25%, which can be labor, material and services on projects completed. Solid Ground has provided match of $750,000, which can be used as match for the Springhill project.

If the funds are not committed they will be returned to HUD. Clinton Township Fiscal Year funds from the 2006 and a part of 2007 have funded the completing of Solid Ground, the construction of a Habitat for Humanity home and rehab of an existing house.