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ST ATHANASIUS CATHOLIC CHURCH  
**fun fest '12**

18720 THIRTEEN MILE  
ROSEVILLE, MI 48066

**September 7-8-9**



\*\*\*\*\*

May 15, 2012

City of Roseville - Council Members,

Saint Athanasius Catholic Community on Thirteen Mile and Kelly Road is again making plans for its annual Fun Fest for the weekend of September 7th, 8th, and 9th. This year, as in the past, we are sending a representative to ask the City of Roseville - City Council to approve our request to have this event on our church grounds. We also would like to request that fee's, if any, be waived for our event. We appreciate you taking the time to review our request.

Please see attached information as to the planned events, dates and times.

Yours truly,

John Surhigh  
Fun Fest Co-Chair

\*\*\*\*\*



# ST ATHANASIUS CATHOLIC CHURCH

# fun fest '12

18720 THIRTEEN MILE  
ROSEVILLE, MI 48066

## September 7-8-9

### Friday, September 7th

9:00 - 10:00 Early Bird Sale  
@ Flea Market  
10:00 - 7:00 Flea Market  
5:00 - 8:00 Bake Sale  
5:00 - 10:00 Fast Food  
5:30 - 9:00 Kids Games  
6:00 - 9:00 Bingo  
6:00 - 11:00 Vegas Tent

### "Superstars of Rock"

from 7:00 - 11:00 in the Main Tent

### STEAKOUT

Tickets sold before Sept 7, 2012: 5:00-8:00

\$12.50 per person in advance.

Sold on Sept. 7th are \$15.00 per person

Seating in Main Tent & Parish Hall



Grill your own Steak!

### Saturday, September 8th

12:00 - 10:00 Fast Food  
9:00 - 7:00 Flea Market  
12:00 - 9:00 Kids Games  
1:00 - 3:00 Bingo  
2:00 - 6:00 Pierogi Sales  
2:00-10:30 Teen Tent Activities  
2:00 - 8:00 Bake Sale  
5:00 - 9:00 Bingo  
5:00 - 11:00 Vegas Tent

### "Mess of Music" - DJ 12:00-3:00

Music by: **Tri City Plus**

3:00-7:00 Main Tent

### Polka Mass at 4:00 in Church

### Pork Chop Dinner

Served 4:00 - 8:00 in Social Hall

Music from 7:00 - 11:00 featuring:

### "Under Pressure"

### Sunday, September 9th

9:30 until gone Bake Sale  
12:00 - 8:00 Fast Food  
12:00 - 4:00 1/2 Off Sale @ Flea Market  
4:00 - 5:00 Brown Bag Sale @ Flea Market  
12:00 - 6:00 Kids Games  
1:00 until gone Pierogi Sales  
1:00 - 8:00 Bingo  
1:00 - 7:00 Teen Tent Activities  
2:00 - 8:00 Vegas Tent

### "Mess Of Music" Disc Jockey

12:00 - 4:00 Main Tent

### Wawel Folk Ensemble

3:00

Main Tent

### Baked Chicken Dinner

Served 12:00-6:00 in Social Hall

### Bubbles Ponies & Petting Farm

1:00-5:00

### "AMERICAN DREAM"

Music from 4:00-8:00 Main Tent

**50/50 RAFFLE** **Craft Raffle** **Money Wheel** **Coloring Contest** **Balloon Hats** **Main Raffle \$5,000.00 First Prize** **VEGAS** **FACE PAINTING** **TEEN TENT Sat-Sun** **Silent Auction New items each day** **Dot's Ice Cream Truck** **Beer Tent** **14 Animals from "Bubbles Petting Farm"** **DOLL & TOY CAR BOOTH** **Fast Food** **Roulette Wheel** **Games** **Pierogi Sale** **Clowns** **Drawing 8:00 p.m. on Sunday in the Main Tent** **PONY RIDES** **Moonwalk** **Theme Basket Raffle** **FUN** **MORE PRIZES**





# INTER-OFFICE MEMO

**TO:** Chief Berlin  
Craig Robertson, Fire Marshal  
Glenn Sexton, Building Director

**FROM:** Scott Adkins, City Manager

**DATE:** June 14, 2012

**SUBJECT:** St. Athanasius Fun Fest  
September 7<sup>th</sup> - 9<sup>th</sup>, 2012

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St. Athanasius Church is requesting to conduct their annual Fun Fest on the church grounds, with waiver of fees, September 7<sup>th</sup> – 9<sup>th</sup>. A list of activities and site plan are attached. Please review this request and submit a recommendation so this item may appear on the June 26<sup>th</sup> Council agenda.

/yk

att.

**Yvette Krellwitz (City of Roseville)**

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**From:** Craig Robertson (Roseville Fire Department)

**Sent:** Thursday, June 14, 2012 2:43 PM

**To:** Yvette Krellwitz (City of Roseville)

**Subject:** RE: St. A's Fun Fest

Hi Yvette: At this time, I can approve this event on behalf of the Fire Department. I will conduct a on-site visit on September 6<sup>th</sup>, 2012. Emergency vehicle traffic to be maintained please.

Craig Robertson  
Fire Marshal  
Roseville Fire Dept.

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**From:** Yvette Krellwitz (City of Roseville)

**Sent:** Thursday, June 14, 2012 2:28 PM

**To:** James Berlin (Roseville Police); Craig Robertson (Roseville Fire Department); Glenn Sexton (City of Roseville)

**Cc:** Holly Schornack (Roseville Police); Gil Tijerina (Roseville Fire Department)

**Subject:** St. A's Fun Fest

Sincerely,  
Yvette Krellwitz  
Administrative Assistant  
Manager's Office, City of Roseville  
(586) 445-5410

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**From:** bizhub

**Sent:** Thursday, June 14, 2012 3:37 PM

**To:** Yvette Krellwitz (City of Roseville)

**Subject:** Message from KMBT\_C450

## Yvette Krellwitz (City of Roseville)

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**From:** Glenn Sexton (City of Roseville)  
**Sent:** Thursday, June 14, 2012 2:52 PM  
**To:** Yvette Krellwitz (City of Roseville)  
**Subject:** RE: St. A's Fun Fest

Yvette,

Please note that an electrical permit and inspection is required. Requests for inspections must be received at least 24 hours in advance.

Glenn

---

**From:** Yvette Krellwitz (City of Roseville)  
**Sent:** Thursday, June 14, 2012 2:28 PM  
**To:** James Berlin (Roseville Police); Craig Robertson (Roseville Fire Department); Glenn Sexton (City of Roseville)  
**Cc:** Holly Schornack (Roseville Police); Gil Tijerina (Roseville Fire Department)  
**Subject:** St. A's Fun Fest

Sincerely,  
Yvette Krellwitz  
Administrative Assistant  
Manager's Office, City of Roseville  
(586) 445-5410

---

**From:** bizhub  
**Sent:** Thursday, June 14, 2012 3:37 PM  
**To:** Yvette Krellwitz (City of Roseville)  
**Subject:** Message from KMBT\_C450

## Yvette Krellwitz (City of Roseville)

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**From:** James Berlin [jberlin@rosevillepolice-mi.com]

**Sent:** Friday, June 15, 2012 9:28 AM

**To:** Yvette Krellwitz (City of Roseville)

**Subject:** RE: St. A's Fun Fest

Good morning Yvette, the Roseville Police Department has no objections to St. Athanasius holding their annual fun fair.

Chief James P. Berlin

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**From:** Yvette Krellwitz (City of Roseville) [mailto:ykrellwitz@Roseville-mi.gov]

**Sent:** Thursday, June 14, 2012 2:28 PM

**To:** James Berlin (Roseville Police); Craig Robertson (Roseville Fire Department); Glenn Sexton (City of Roseville)

**Cc:** Holly Schornack (Roseville Police); Gil Tijerina (Roseville Fire Department)

**Subject:** St. A's Fun Fest

Sincerely,  
Yvette Krellwitz  
Administrative Assistant  
Manager's Office, City of Roseville  
(586) 445-5410

---

**From:** bizhub

**Sent:** Thursday, June 14, 2012 3:37 PM

**To:** Yvette Krellwitz (City of Roseville)

**Subject:** Message from KMBT\_C450

**Sale of Land**  
**2<sup>nd</sup> Reading**

**WHEREAS**, by an affirmative vote of five or more members of the Roseville City Council at the regular scheduled Council meeting held on Tuesday, June 26, 2012, it was resolved to accept a written bid from Athanasious Koikas for the purchase of the property commonly known as 25280 Fern (PP# 14-19-330-001) in Roseville, Michigan, for the sum of \$8,600.00; and

**WHEREAS**, said resolution accepting an offer to purchase has been published as part of Council proceedings not less than twenty (20) days before the final adoption of sale; and

**WHEREAS**, said resolution has been on file with the City Clerk for public inspection for thirty (30) days before the final adoption thereof; and

**WHEREAS**, Athanasious Koikas has submitted a written offer to purchase pursuant to the terms and conditions of the Resolution of Tuesday, May 22, 2012, accepting said bid for purchase of said property located at 25820 Fern (PP# 14-19-330-001) in Roseville, Michigan.

**NOW THEREFORE, BE IT RESOLVED:**

That the City of Roseville accept the bid for the purchase of the property at 25820 Fern (PP# 14-19-330-001) according to all terms and conditions set forth in the bid dated April 26, 2012 and submitted by Athanasious Koikas, purchaser.

That the City Attorney is hereby authorized to take all necessary steps required to consummate the sale of said property according to the provisions of the bid, the Roseville City Charter and applicable state law.

(ADVANCE CONSTRUCTION CONTRACT)  
STP

DA  
Control Section STU 50458  
Job Number 115612  
Project STP 1250(032)  
Federal Item No. HH 7971  
CFDA No. 20.205 (Highway  
Research Planning &  
Construction)  
Contract No. 12-5284

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ROSEVILLE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Roseville, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated May 25, 2012, attached hereto and made a part hereof:

Reconstruction work along Common Road from Groesbeck Highway (Highway M-97) to Gratiot Avenue (Highway M-3); including concrete pavement, concrete sidewalk, sidewalk ramp, and concrete driveway approach work; and all together with necessary related work.

WITNESSETH:

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

WHEREAS, the PROJECT will be performed partially as an advance construction project; and

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

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

The part of the PROJECT work that shall be performed as an advance construction PROJECT shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on the portions of this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

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

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

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

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

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

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

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

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

5. The PROJECT COST shall be met in part by contributions by the Federal government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at a participation ratio equal to 81.85 percent. The current available Federal Surface Transportation Funds for the PROJECT are established to be \$962,000. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to the cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

\$328,500

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within ten (10) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 10 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 10 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

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

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

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

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o); MSA 13A.20101(1)(l). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is

required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF ROSEVILLE

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title: Mayor

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title: City Clerk



APPROVED BY:

\_\_\_\_\_  
Administrator  
Real Estate

6/11/12  
Date

May 25, 2012

EXHIBIT I

CONTROL SECTION	STU 50458
JOB NUMBER	115612
PROJECT	STP 1250(032)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$1,710,500
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,710,500
Less Federal Funds (Current Fiscal Year)	<u>\$ 962,000</u>
Balance	\$ 748,500

Less Federal Funds (Advance Construction) Future Fiscal Year*	<u>\$ 438,000</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$ 310,500

\*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to the cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

DEPOSIT (75% of Advance Construction - \$438,000)	\$ 328,500
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DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

### SECTION III

#### ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

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

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

The agency shall submit two copies of:

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

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

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

c. Address: Michigan Department of Transportation  
Bureau of Highways Technical Services  
425 W. Ottawa, P.O. Box 30050  
Lansing, MI 48909

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

## SECTION IV

### MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B  
TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE  
AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

**USE AGREEMENT FOR DESIGNATED PARK LAND AND FACILITIES  
BETWEEN THE RECREATIONAL AUTHORITY OF ROSEVILLE AND  
EASTPOINTE, THE CITY OF ROSEVILLE, AND THE CITY OF EASTPOINTE**

**RECITALS**

WHEREAS, the Recreational Authority of Roseville and Eastpointe (Authority) was created to provide community recreational opportunities to youth, adults and senior citizens and in doing so to combine the resources of each participating community to enrich lives by promoting active and healthy lifestyles; and

WHEREAS, MCL 123.1139 and the Articles of Incorporation for the Recreational Authority of Roseville and Eastpointe authorize the lease of real and personal property inside or outside the Authority; and

WHEREAS, the City of Roseville and the City of Eastpointe (Cities) are the owners of real property consisting of designated park land and facilities that are capable of being used by the Authority for community recreational purposes; and

WHEREAS, the use of designated parks and facilities promotes the health and general welfare of the community; and

WHEREAS, the lease of the Cities' designated parks and facilities by the Authority for community recreational purposes would maximize use and increase recreational opportunities for the community; and

NOW, THEREFORE, the Authority and the Cities hereby agree to cooperate with each other and enter into the following Agreement as follows:

1. **Term** - This Agreement will begin on July 1, 2012, and will continue for a period of 3 years, and then shall be automatically renewed on a 3 year basis, unless sooner terminated as provided for hereinafter in Section 12.
2. **Effective Date** - This Agreement shall become effective on July 1, 2012.
3. **Parks and Facilities Covered** - The term "designated park land and facilities" will be used for purposes of this Agreement to mean the following:
  - a. City of Roseville. The following designated park land and facilities are located within its boundaries as follows: Veterans Memorial Park, Dooley Park, Rotary Park, Kiwanis Park, Huron Park, Lion's Park, and Macomb Gardens Park.
  - b. City of Eastpointe. The following designated park land and facilities are located within its boundaries as follows: Kennedy Park, Spindler Park, Memorial Park, Roxana Park, Goetz Park, Rein Park, Fairlane Park and Shamrock Park.

Terms of this Agreement will apply to all designated park land and facilities owned by the Cities as further identified and legally described on Attachment A to this Agreement. The Authority and the Cities shall have the right to add or exclude additional designated park land and facilities not identified in this Agreement, provided such addition or exclusion is in writing and approved by the Authority and the Cities.

4. **Permitted Uses of Designated Park Land and Facilities** - The Authority shall be entitled to the exclusive use of all designated park land and facilities for community recreational purposes subject to public school and school-related educational, sporting and recreational activities, and all other events as approved and recommended by the Cities. The Authority shall be responsible for scheduling and coordinating all events and the specific uses for which the designated park land and facilities may be utilized.

## **5. Use Fees**

- a. Use Fee. The standard use fee payable by the Authority to the respective Cities shall be \$45,000.00 (\$7,500.00/month for 6 months). The parties hereto agree that \$10,000.00 of the user fee shall be earmarked for capital improvements in the parks identified herein in each of the respective Cities.
- b. Payment Terms. The Authority shall pay to the respective Cities the use fees authorized by this Agreement on an annual basis.

**6. Compliance with Law** - All use of the designated park land and facilities shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the Authority or the Cities that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

## **7. Obligations of the Authority and Cities**

- a. Designation of Representative. The Authority and the Cities shall each designate an employee with whom the Authority or the Cities, or any authorized agent of the parties, may specifically confer regarding the terms of this Agreement.
- b. Access and Security. The Cities shall provide the personnel necessary to open and close the designated park land and facilities located within their respective boundaries during normal business hours. In the event the Authority schedules an event at one of the covered parks, it shall be responsible for providing the necessary personnel to open and close the designated park land and facilities.
- c. Maintenance. The Cities shall inspect and maintain the designated park land and facilities to ensure these sites are suitable for community recreational activities. The personnel shall ensure the Authority is notified within 48 hours in the event that designated park land and/or facilities suffer damage.
- d. Supervision. The Authority shall be responsible for providing personnel, if any, for the direction and/or supervision of activities at the designated park land and facilities.
- e. Equipment and Storage. The Authority shall furnish all expendable materials necessary for carrying out its programs.
- f. Custodial. The Cities shall make trash receptacles available and encourage community users to dispose of trash in the trash receptacles. Event holders shall be responsible for providing their own trash removal and shall return the park area to a neat, orderly and sanitary condition. Should the Authority hold a special event, it shall be responsible for providing trash removal and reimbursing the Cities for any extra costs related thereto.
- g. Toilet Facilities. The Cities and/or the Authority may place temporary, portable, restroom facilities at the designated park land and facilities at their discretion. It shall be the responsibility of the Cities to maintain such facilities within their respective boundaries. Should the Authority hold a special event, it shall be solely responsible to providing the necessary toilet facilities to meet the demand related thereto.

**8. Restitution and Repair** - The Cities shall be responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the designated park land and facilities within their respective boundaries.

## **9. Liability and Indemnification**

- a. The Cities shall defend, indemnify, and hold the Authority, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or

damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the respective City, its officers, agents or employees.

- b. The Authority shall defend, indemnify, and hold the respective Cities, their officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Authority, its officers, agents or employees.

**10. Insurance** - The Authority agrees to provide the following insurance in connection with this Agreement.

- a. The Cities presently maintain insurance coverage to cover defects in the parks located within their respective boundaries and shall continue to maintain same so long as they remain the owner thereof. The Authority shall provide General Liability Insurance for all events. Said insurance shall be in amounts established by agreement of parties hereto and name the Cities as an additional insured.
- b. Workers' Compensation Insurance coverage as required by state law.
- c. Documentation of Insurance. The Authority and the Cities shall provide to the others a certificate of insurance each year this Agreement is in effect showing proof of the above coverage.

**11. Parks Commission**

- a. The Authority and the Cities shall establish a Parks Commission, composed of one staff representative from each of the respective parties, to monitor the joint use of the designated park land and facilities for the duration of this Agreement. The Commission shall hold meetings quarterly to review the performance of the joint use of the designated park land and facilities, to confer to discuss interim problems during the term of this Agreement, and issue recommendations to resolve conflicts as they may arise.
- b. The Parks Commission shall review this Agreement by March 1 of each year to evaluate the joint use of the designated park land and facilities and propose amendments to this Agreement, if any.

**12. Termination** - This Agreement may be terminated at any time prior to its expiration, on the basis that a party hereto has committed a material breach of any of the terms of this Agreement, upon sixty (60) days written notice.

**13. Amendments** - This Agreement may not be modified or otherwise amended, nor may compliance with any of its terms be waived, except by resolution of each of the respective parties hereto.

**14. Invalidity of Particular Provision** - The invalidity of any section, subsection or provision of this Agreement shall not affect the validity of the remaining sections, subsections or provisions hereof which shall remain valid and be enforced to the fullest extent permitted by law.

**15. Captions** - The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.

**16. Conflicts** - In the event of any conflict between this Agreement and any agreement attached as an exhibit, or any other document executed pursuant to or in furtherance of this Agreement, this Agreement shall control, unless such other agreement is signed by the Authority and the Cities and expressly provides to the contrary.

**17. Governing Law** - This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan. The parties agree, consent and submit to the personal jurisdiction of any competent court of jurisdiction in Macomb County, Michigan, for any action brought against it arising out of this Agreement.



By: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

**The City of Roseville, a Michigan municipal corporation**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

And

By: \_\_\_\_\_  
City Clerk

**The City of Eastpointe, a Michigan municipal corporation**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

And

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF DESIGNATED PARK LAND AND FACILITIES**

MUNICIPAL CREDIT AND COMMUNITY CREDIT FUNDING AGREEMENT

Between

SUBURBAN MOBILITY AUTHORITY - REGIONAL TRANSPORTATION

And

RECREATIONAL AUTHORITY OF ROSEVILLE AND EASTPOINTE

And

THE CITY OF ROSEVILLE AND THE CITY OF EASTPOINTE

For

SUPPORT OF SENIOR VAN TRANSPORTATION PROGRAM

THIS AGREEMENT is made and entered into as of the date hereinafter appearing, by and between the SUBURBAN MOBILITY AUTHORITY – REGIONAL TRANSPORTATION, an entity organized and existing under the provisions of Act 481 of the Public Acts of 1988, as amended, hereinafter referred to as “SMART”, and the RARE Michigan governmental agency, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, SMART, pursuant to the provisions of Act 481, Public Acts of 1988, as amended, has been empowered to acquire, plan, construct, operate and maintain transportation systems and facilities within its jurisdiction; and

WHEREAS, SMART has established a Municipal Credit and Community Credit Program, pursuant to the provisions of Act 51 of 1951, as amended, and Act 204 of 1967, as amended, for which the official SMART policy is stated in Exhibit “D”, attached hereto and made a part hereof; and

WHEREAS, the Municipal Credit and Community Credit Program provides support for Operating expenses and Capital expenses of up to one year for certain transportation actions by local units of government located in Wayne, Oakland and Macomb Counties in the State of Michigan, under Section 3 of Exhibit “D”; and

WHEREAS, the CONTRACTOR is desirous of managing and operating certain public transportation services within the service area, for the Cities of Roseville and Eastpointe; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the services in the PROJECT will be undertaken;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. THE PROJECT

The CONTRACTOR shall undertake, carry out and complete the public transportation services of the PROJECT in accordance with the terms and conditions of this Agreement, utilizing the Municipal Credits and Community Credits Allocated by SMART for the Cities of Roseville and Eastpointe.

2. TERM OF AGREEMENT

This Agreement shall become effective as of July 1, 2012 and remain in effect through June 30, 2013, subject to the termination provisions below.

3. INDEPENDENT CONTRACTOR

The Recreational Authority of Roseville and Eastpointe Board is an independent contractor and retains the right to exercise full control and supervision over its employees, their compensation and discharge; and agrees to be solely responsible for all matters relating to payment of such employees, including compliance with social security, withholding, and all other regulations governing such matters. The CONTRACTOR agrees to be responsible for its own acts and dishonest or fraudulent misconduct of, or intentional torts committed by its employees during the life of this Agreement.

4. WORKERS' DISABILITY COMPENSATION

The CONTRACTOR shall provide all PROJECT employees with workers' Disability Compensation insurance as required by law and/or require such Workers' Disability Compensation insurance for all employees of subcontractors for any portion of the PROJECT.

5. REVIEW AND APPROVAL OF SUBCONTRACTING

The CONTRACTOR shall submit any proposal to subcontract any portion of the PROJECT to SMART for its review and approval. Any third-party responses to the proposal shall be submitted to SMART for its information. Third-party contracts to undertake any part of the work contemplated under this Agreement and any amendments thereto shall be approved by SMART prior to execution of the subcontractors by the CONTRACTOR. Approval by SMART shall not be construed to relieve the CONTRACTOR of any responsibility for the fulfillment of this Agreement.

## 6. PROJECT REPORTING

The CONTRACTOR shall report monthly and cumulatively to SMART all scheduled and actual operating hours, actual mileage, actual ridership statistics, and actual fare box collections. Such reports shall be submitted on such forms as shown in Exhibit "C", attached hereto and made a part hereof, and shall be submitted to SMART on or before the tenth (10<sup>th</sup>) day of the month immediately following the operational month and period being reported. Upon the completion of the Agreement, along with the final reimbursement invoice, the CONTRACTOR shall submit to SMART a "Final Statement of Expenses and Revenues". A form for submitting this information is shown in Exhibit "C", attached to this Agreement.

## 7. MAINTENANCE OF RECORDS

The CONTRACTOR shall keep all records of the PROJECT pertaining to hours of operation, miles covered, passengers served and revenue collected from passengers or on behalf of passengers. Such records shall be maintained for three (3) years from the date of final payment by SMART under this Agreement.

## 8. AUDIT OF ACCOUNT AND RECORDS

The CONTRACTOR shall permit SMART or its authorized representatives to audit CONTRACTOR's records pertinent to PROJECT operations at any reasonable time within three (3) years from the date of final payment by SMART under this Agreement. Such audit may extend to the records or related entities and subcontractors to the extent necessary to verify hours, costs and miles of operation, ridership statistics and revenues collected by the PROJECT.

## 9. INTEREST OF CONTRACTOR

The CONTRACTOR covenants that it has no interest, direct or indirect in the affairs of SMART, the State of Michigan, or any local jurisdiction or other entity which would conflict in any manner with the performance of service under this Agreement, and that no individual or subcontractor having such interest shall be employed by the CONTRACTOR.

## 10. COMPLIANCE WITH LAWS

The CONTRACTOR shall, in the performance of this Agreement, comply with applicable State, Federal and local statutes, ordinances and regulation.

## 11. NON-DISCRIMINATION

The CONTRACTOR shall not discriminate against any employee or applicant because of race, color, sex, age, handicap, religion, marital status, national origin, place of birth, or sexual preference. The CONTRACTOR shall take affirmative action to ensure that applicant are employed and that employees are treated during employment without regard to their race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by SMART setting forth the provisions of this non-discrimination clause. In connection with the performance of this Agreement, the CONTRACTOR shall comply with the provisions of the State of Michigan "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The CONTRACTOR further covenants that it will comply with the Civil Rights Act of 1964 (78. Stat. 252) and the Michigan Civil Rights Act of 1967 (Act No. 453, PA 1967) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this Agreement.

## 12. INSURANCE

(A) The CONTRACTOR shall maintain comprehensive general liability insurance, with a limit of not less than \$1,000,000 for liabilities which may arise in the performance of this Agreement, other than liability and casualty losses covered under Subsection (B) below.

(B) The CONTRACTOR shall maintain automobile no-fault liability insurance on PROJECT vehicles of not less than \$250,000 per person, \$500,000 per occurrence, and \$250,000 property damage.

(C) The CONTRACTOR shall maintain workers compensation insurance as specified in Section 4 of the Agreement.

(D) The CONTRACTOR may self-insure as an alternative to maintenance of workers compensation and/or automobile liability insurance, subject to specific approval by the General Manager of SEMTA, upon receipt of evidence of certification by Michigan Department of Labor (for workers compensation) or Michigan Secretary of State (for automobile liability).

(E) The CONTRACTOR's insurance policies shall name SEMTA as an Additional Insured and provide 30 days advance notice of termination or reduction in coverage. The CONTRACTOR shall furnish to SEMTA certificates of insurance showing the limits of liability, policy dates and insurance carriers.

### 13. INDEMNIFY AND SAVE HARMLESS

The CONTRACTOR shall indemnify, defend and save harmless SMART, its officers, agents, employees, and Members of the Board of the SUBURBAN MOBILITY AUTHORITY – REGIONAL TRANSPORTATION from any and all liability claims and losses occurring or resulting from any act, omission, or negligence of or chargeable to the CONTRACTOR, its officers, agents, employees, or subcontractors, arising under and pursuant to this Agreement.

### 14. PASSENGER FARES

The CONTRACTOR shall collect or credit passenger fares.

### 15. SUBSIDY, PAYMENTS AND ADVANCE

The City of Roseville and the City of Eastpointe have combined their Municipal Credit and Community Credit allocations respectively to support the program.

SMART will charge the CONTRACTOR an administrative fee of 3.44% of the combined credits referenced above.

SMART shall subsidize the net cost of the PROJECT (Gross PROJECT Cost less all revenues, contributions, grants, and subsidies from sources other than SMART) using Municipal Credit funds and Community Credit funds shall be paid by SMART to the CONTRACTOR.

### 16. TERMINATION BY LEGISLATIVE OR COURT ACTION

This Agreement shall be cancelled, effective immediately, upon either Legislative or Court action causing a termination in whole in part of State and/or Federal funds to SMART.

### 17. TERMINATION OF CONTRACT FOR CAUSE

If either party hereto, through any cause within its control, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or shall violate any of the covenants, agreements or stipulations herein, the party without fault shall give the other party prompt written notice of such default, setting forth the facts in reasonable detail; and in the event that the allegedly defaulting party has not remedied such default within thirty (30) days, the non-defaulting party shall have the right to terminate this agreement for cause. If such right of termination of cause is exercised, the party without fault shall have no further liability to the other party, and shall be entitled to damages sustained by such breach, if any.

## 18. TERMINATION OF CONTRACT – DISCONTINUANCE OF SERVICE

SMART, by written notice, may terminate this Agreement in whole or in part for the convenience of SMART or when, in its discretion, the CONTRACTOR will not be able to successfully complete the Agreement or where the continuation of the Agreement would not produce results commensurate with the further expenditure of funds. SMART shall provide the CONTRACTOR with written notice of such termination at least sixty (60) days before the effective date of such termination.

## 19. LOCAL SERVICE SYSTEMS

It is mutually understood by and between the CONTRACTOR and SMART that funding assistance for a Local Service System (LSS) within the PROJECT service area, has been wholly or partially encumbered for the PROJECT. The CONTRACTOR warrants that due to this encumbrance, it shall make no claims against or upon SMART for the establishment of a Local Service System during the period of this Agreement, or against the funds expended pursuant to this Agreement.

## 20. ASSIGNMENT

This Agreement shall not be assigned, transferred, hypothecated or pledged by either party without the prior written consent of the other party. However, this Agreement shall be binding upon the successors or assigns, of the respective parties.

## 21. EFFECT

This Agreement shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the RECREATIONAL AUTHORITY OF ROSEVILLE AND EASTPOINTE BOARD (CONTRACTOR) and the SUBURBAN MOBILITY AUTHORITY – REGIONAL TRANSPORTATION (SMART).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESSES:

RECREATIONAL AUTHORITY OF  
ROSEVILLE AND EASTPOINTE BOARD

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

SUBURBAN MOBILITY AUTHORITY  
REGIONAL TRANSPORTATION

\_\_\_\_\_

By \_\_\_\_\_

Recreational Authority of Roseville and Eastpointe

## Roseville-Eastpointe Senior Van Transportation Program (Local Service System for SMART)

**Service Area Boundaries:** 15 Mile to the North - 8 Mile to the South  
Jefferson to the East - Hoover to the West  
*The only EXCEPTION is St. John Hospital on Moross (south)*

People who are 55 years or older, or persons of any age who are permanently disabled and who have no other means of transportation, are eligible for this program. NOTE: If you are in a wheelchair, please state that when you schedule your ride to assure adequate time.

Call 445-5482 between the hours of 9:00am & 2pm to schedule rides!  
Please have the address ready when calling in.  
Rides are scheduled on a "FIRST-COME-FIRST-SERVED" basis the day before you need service, we do not offer same day rides.

EXCEPTIONS: You may schedule a Doctors appointment up to 6 months in advance and hair appointments 1 week in advance.  
Riders should be ready and waiting 15 minutes ahead of their scheduled time. The driver will only wait 5 minutes past your scheduled time before he/she attends to the next rider. **NO EXCEPTIONS.**

### Bus Hours: Monday - Friday 8:30am - 4:00pm

All rides within the City of Roseville and Eastpointe - \$1.00 each way  
Rides leaving the City of Roseville/Eastpointe within our boundaries - \$2.00 each way  
**BUS TICKETS ARE NOT ACCEPTED.**

Additional transportation:  
RIDE SMART - 866-962-5515 Option 1 & Option 1

**AGREEMENT BETWEEN CITY OF ROSEVILLE  
AND ANTHONY LIPINSKI FREEZING RETIREE HEALTHCARE**

This Agreement made and entered into this 1<sup>st</sup> day of July, 2012, by and between the City of Roseville (hereinafter "City" or "Employer") and Anthony Lipinski (hereinafter "Lipinski" or "Employee").

WHEREAS, the Employee is a member of the Roseville Supervisors Union, AFSCME Local 1917, as a result of his employment as a department head of the Parks and Recreation Department of the City of Roseville;

WHEREAS, as a result of the voter approved establishment of a recreational authority, the Recreational Authority of Roseville and Eastpointe ("Authority") has been established;

WHEREAS, as a result of the establishment of the Authority, Lipinski's employment will terminate as a result of the disbanding of the City's Parks and Recreational Department;

WHEREAS, Lipinski, through the Collective Bargaining Agreement between the City and Supervisors Local 1917, has earned credit towards retiree healthcare;

NOW, THEREFORE, it is agreed between the parties that Lipinski's retiree healthcare, earned pursuant to the Collective Bargaining Agreement between the City and Supervisors Local 1917, shall be vested and frozen as of June 30, 2012. Any retiree healthcare benefits earned to that date shall be available to Lipinski upon his retirement or other qualifying event for purposes of obtaining retiree healthcare under the City's healthcare plan equal to 80.75% (20 years, 2 months, 8 days @ 4% coverage earned per year). Lipinski shall not acquire any additional credit toward retiree healthcare.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

CITY OF ROSEVILLE

BY: \_\_\_\_\_  
Anthony Lipinski

BY: \_\_\_\_\_  
John Chirkun, Mayor

BY: \_\_\_\_\_  
Richard Steenland, Clerk

**AGREEMENT BETWEEN CITY OF ROSEVILLE  
AND BOBBIE WILSON FREEZING RETIREE HEALTHCARE**

This Agreement made and entered into this 1<sup>st</sup> day of July, 2012, by and between the City of Roseville (hereinafter "City" or "Employer") and Bobbie Wilson (hereinafter "Wilson" or "Employee").

WHEREAS, the Employee is a member of the Roseville Supervisors Union, AFSCME Local 1917, as a result of her employment as an assistant department head of the Parks and Recreation Department of the City of Roseville;

WHEREAS, as a result of the voter approved establishment of a recreational authority, the Recreational Authority of Roseville and Eastpointe ("Authority") has been established;

WHEREAS, as a result of the establishment of the Authority, Wilson's employment will terminate as a result of the disbanding of the City's Parks and Recreational Department;

WHEREAS, Wilson, through the Collective Bargaining Agreement between the City and Supervisors Local 1917, has earned credit towards retiree healthcare;

NOW, THEREFORE, it is agreed between the parties that Wilson's retiree healthcare, earned pursuant to the Collective Bargaining Agreement between the City and Supervisors Local 1917, shall be vested and frozen as of June 30, 2012. Any retiree healthcare benefits earned to that date shall be available to Wilson upon her retirement or other qualifying event for purposes of obtaining retiree healthcare under the City's healthcare plan equal to 47.94% (11 years, 11 months, 25 days @ 4% coverage earned per year). Wilson shall not acquire any additional credit toward retiree healthcare.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

CITY OF ROSEVILLE

BY: \_\_\_\_\_  
Bobbie Wilson

BY: \_\_\_\_\_  
John Chirkun, Mayor

BY: \_\_\_\_\_  
Richard Steenland, Clerk

04/30/2012  
03:53 pm

FORFEITURE LIST FOR MACOMB COUNTY  
FOR 2011 FORFEITURE OF 2009 AND PRIOR TAXES  
Unit 08  
FEES COMPUTED AS OF: 03/31/2012

PAGE 1  
BY: MMUDGE

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-04-127-054	7,967.77	
HARMON FARMS, PART OF LOT 19 DESC AS: THE EAST 66.25 FT EXC THE SOUTH 130.25 FT, OF THE FOLLOWING: BEG AT NE COR LOT 19; TH N89°10'W 281.25 FT; TH S0°20'W 306.0 FT; TH S89°40'E 281.25 FT; TH N0°20'E 303.75 FT TO POB.		
Property Address: 19528 VOILAND		
08-14-04-201-090	13,191.85	
GRATIOT MASONIC PARK;(L7,P97) BLK K; LOTS 36 THRU 40 INCL 1/2 VAC ALLEY ADJ; ALSO NORTH 6.00 FT OF SOUTH 1/2 OF VAC ALLEY LYING NORTH OF LOT 41		
Property Address: 19820 14 MILE		
08-14-04-478-023	19,878.85	
MACK GRATIOT SUB LOT 93 & E 1/2 LOT 94		
Property Address: 20308 ELLIS		
08-14-07-105-028	11,964.82	6/15/2012
WEST GROVE SUBDIVISION (L.43,P.39-41); LOT 227		
Property Address: 30615 ANNE CT		
08-14-07-253-006	10,934.14	
"LORETO SUBDIVISION" LOT 34		
Property Address: 16050 LORETO		
08-14-08-102-013	31,649.42	
T1N,R13E SEC 8 COMM AT NW COR SEC 8; TH S89°03'30"E 996.40 FT; TH S0°04'30"W 295.78 FT TO PT BEG; TH S89°04'30"E 381.89 FT TH S20°55'30"E 124.64 FT ALG CEN LINE UTICA RD; TH N89°04'30"W 427.90 FT; TH N0°04'30"E 115.69 FT TO PT BEG BEING PARC 2 AND PART OF PARCEL 3 OF SCHONFELD DIV UNREC. 1.075 A CITY OF ROSEVILLE		
Property Address: 30901 UTICA		

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-08-152-032	12,195.93	
SEC 8; COMM AT W 1/4 POST SEC 8; TH S86°22'E 683.38 FT ALG E-W 1/4 LINE TO POB; TH N03°05'E 396.0 FT; TH S86°22'E 61.60 FT; TH S03°05'W 396.0 FT; TH N86°22'W 61.60 FT ALG E-W 1/4 LINE TO POB; 0.56 AC.  Property Address: 17317 COMMON		
08-14-08-181-009	4,170.28	
PINWOOD ESTATES MCCP NO. 205 UNIT 9  Property Address: 30456 UTICA		
08-14-08-404-028	8,425.50	
ROSEVILLE ESTATES LOT 139 (L12,P33) ALSO 1/2 VAC ALLEY ADJ  Property Address: 18155 PASADENA		
08-14-08-407-049	8,169.96	
JUNCTION LITTLE FARMS ANNEX W 1/2 OF LOT 70  Property Address: 18047 EASTLAND		
08-14-08-453-004	7,228.67	
JUNCTION LITTLE FARMS ANNEX LOT 55  Property Address: 29332 UTICA		
08-14-08-454-046	7,978.07	
JUNCTION LITTLE FARMS ANNEX WEST 50.0 FT OF LOT 25  Property Address: 17931 BIRMINGHAM		
08-14-09-103-010	3,563.82	
ROSE CITY PARK LOT 264  Property Address: 19146 MINNESOTA		
08-14-09-276-008	15,674.51	
HOME LAND SUB. LOT 184  Property Address: 20225 HOMELAND		

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-09-301-035 COMMON PLACE SUBDIVISION (L.4,P.67); LOT 59 Property Address: 29907 GRATIOT	88,285.96	
08-14-09-328-051 WALDRON PARK SUBDIVISION ALL THAT PART OF LOT 87 LYING W OF A LINE DESC AS COM AT CEN POST SEC 9; TH S87°52'W 183.78 FT ALG E-W 1/4 LINE TO POB; TH S01°53'11"E 800.0 FT TO POE. Property Address: WALDRON	662.13	
08-14-09-402-053 A/P NO 1; WEST 1/2 OF NORTH 1/2 OF LOT 38 Property Address: 20030 FENTON	6,930.10	6/1/2012
08-14-09-426-021 ASSESSORS PLAT NO 1 LOT 14 EXC E 65.0 FT. CITY OF ROSEVILLE Property Address: 20285 FENTON	7,523.99	
08-14-09-428-047 WASHINGTON COURTS SUB LOT 44 Property Address: 29524 GARDEN CT	8,948.92	
08-14-10-352-014 MACK AVENUE FARMS NO. 1 SUBDIVISION S 1/2 LOT 53 Property Address: 29150 MCDONALD	9,728.12	
08-14-16-104-016 T1N,R13E SEC 16 COMM AT W 1/4 POST SEC 16; TH N0°18'E 1352.2 FT; TH S89°59'E 328.35 FT; TH N88°45'30"E 41.65 FT TO PT BEG; TH N88°45'30"E 41.65 FT TH S0°03'E 118.95 FT; TH N87°54'30"W 41.71 FT; TH N0°01'45"W 116.52 FT TO PT BEG, BEING PARC B 0.113 A CITY OF ROSEVILLE Property Address: 18777 MELVIN	10,324.66	

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-16-303-007	2,059.15	
STOEPEL'S MARTIN ROAD SUBD'N NO 1 LOT 772		
Property Address: BRINKER		
08-14-16-306-023	7,754.68	
STOEPEL'S MARTIN ROAD SUBDIVISION LOT 6		
Property Address: 27865 LASSLETT		
08-14-16-306-031	9,047.19	
STOEPEL'S MARTIN ROAD SUBDIVISION LOT 14		
Property Address: 27759 LASSLETT		
08-14-16-311-025	5,846.37	
PIPERS ROSEVILLE CITY NO 1 LOT 500		
Property Address: 27441 VAN HOWE		
08-14-16-327-037	5,086.60	
STOEPEL'S MARTIN ROAD SUBDIVISION LOT 111		
Property Address: 19323 MEIER		
08-14-17-104-032	4,090.05	
FELICIAN MANOR NO 1 LOT 585		
Property Address: 28751 ROSEMONT		
08-14-17-110-019	13,509.32	
FELICIAN MANOR NO 1 (L.7,P.61); LOT 576		
Property Address: 28625 ROSEMONT		
08-14-17-126-024	6,705.96	
FELICIAN MANOR NO 1 LOT 370 CITY OF ROSEVILLE		
Property Address: 28703 MAPLE		

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-17-133-030 CENTRAL PARK LOT 94 Property Address: 28343 HILLVIEW	6,952.17	
08-14-17-134-025 FELICIAN MANOR NO 1; LOT 111 Property Address: 28553 PINEHURST	8,036.31	
08-14-17-155-026 FELICIAN MANOR NO 1; LOT 484 Property Address: 28099 WAVERLY	6,763.27	
08-14-17-177-019 FELICIAN MANOR NO 1 LOT 348 CITY OF ROSEVILLE Property Address: 28259 MAPLE	5,255.31	
08-14-17-180-003 CENTRAL PARK S 1 FT LOT 112 ALSO N 39 FT LOT 113 Property Address: 28244 HILLVIEW	10,436.64	
08-14-17-204-023 BAYNE'S SUB LOT 12 Property Address: 17889 BAYNE	3,515.15	
08-14-17-206-008 SUBURBAN HOMES SUBDIVISION (L.5,P.38); N 60 FT OF LOT 53 Property Address: 28880 UTICA	10,748.13	7/1/2012
08-14-17-206-009 SUBURBAN HOMES SUBDIVISION (L5,P38) SOUTH 40 FT OF LOT 53; EXC NWLY 6 FT FOR ROW Property Address: 28850 UTICA	17,290.43	7/1/2012

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-17-207-017	12,467.24	
SUBURBAN HOMES SUBDIVISION LOT 78 EXC S 60 FT		
Property Address: 28865 MELVIN		
08-14-17-332-016	5,258.43	
PIPER'S ROSEVILLE CITY LOT 154		
Property Address: 17630 IVANHOE		
08-14-17-352-007	6,162.90	
GARDEN FARMS SUB LOT 61 & N 10 FT OF LOT 62		
Property Address: 27272 BOHN		
08-14-17-377-036	4,639.59	
PIPERS ROSEVILLE CITY LOT 442		
Property Address: 27341 BEECHURST		
08-14-17-478-006	4,836.16	
ROSEVILLE FARMS NO 4 SUBDIVISION W 40 FT OF THE E 80 FT OF LOT 53		
Property Address: 18342 BEECHWOOD		
08-14-18-128-008	66,138.33	
T1N,R13E SEC 18 COMM AT N 1/4 POST SEC 18; TH S0°23'E 980.56 FT; TH W 33.0 FT TO PT OF BEG; TH S0°23'E 108.46 FT; TH E 33.0 FT; TH S0°23'E 94.23 FT; TH W 490.53 FT; TH N30°39'E 109.53 FT; TH E 180.10 FT; TH N 108.47 FT; TH E 220.30 FT TO PT OF BEG. 1.549A CITY OF ROSEVILLE		
Property Address: 28400 GROESBECK		
08-14-18-326-021	6,028.68	
CHERIE LEE SUBDIVISION LOT 19		
Property Address: 27685 LARRY		
08-14-18-354-019	11,739.61	
CONVENT PARK SUB LOT 23 INCL ALL VAC ALLEY ADJ REAR		
Property Address: 27194 LEROY		

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-18-476-026 BLUMS SUB S 1/2 OF LOT 22 Property Address: 27203 BLUM	3,430.33	6/1/2012
08-14-18-476-051 BLUM'S SUB N 1/2 OF LOT 22 & S 17.02 FT OF LOT 21 Property Address: 27211 BLUM	10,287.32	
08-14-19-101-014 ELLEN MASCHMEYER SUBDIVISION (L.27,P.12-13); LOT 14 Property Address: 26710 HAYES	7,747.83	
08-14-19-128-010 MASCHMEYER SUB NO 4 LOT 9 Property Address: 26710 BELANGER	5,905.11	
08-14-19-128-014 TERMINAL PARK N 35.9 FT LOT 134 & S 14.10 FT LOT 135 Property Address: 26863 NAGEL	12,084.96	
08-14-19-132-007 MASCHMEYER SUBDIVISION NO 4; LOT 57 Property Address: 26560 CLANCY	3,830.94	6/1/2012
08-14-19-133-020 TERMINAL PARK N 15 FT LOT 115 & S 35 FT LOT 116 Property Address: 26533 NAGEL	5,037.02	
08-14-19-176-049 BEL-CLAN GARDENS SUBD'N LOT 117 CITY OF ROSEVILLE Property Address: 26091 CLANCY	9,461.87	

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-19-207-003 CHARLOTTE E MASCHMEYER LOT 8 Property Address: 26641 WOODMONT	6,305.91	
08-14-19-210-019 CHARLOTTE E MASCHMEYER SUB NO.2 LOT 192 Property Address: 26541 RIDGEMONT	6,726.97	
08-14-19-230-022 ERIN HEIGHTS SUBDIVISION S 31 FT OF LOT 30 CITY OF ROSEVILLE Property Address: 26503 WENFIELD	6,249.68	
08-14-19-231-017 ROSEVILLE SUB N 24 FT LOT 9 & S 26 FT LOT 10 Property Address: 26619 LASALLE	8,649.06	
08-14-19-253-005 CHARLOTTE E MASCHMEYER SUB LOT 112 Property Address: 26342 GRANDMONT	8,946.33	6/1/2012
08-14-19-279-010 FISCHER'S ROSEVILLE PARK NO 1 S 24 FT LOT 209 & N 23 FT LOT 210 & ALL VAC ALLEY IN REAR Property Address: 26080 BLUMFIELD	7,795.25	4/30/2012
08-14-19-302-048 FORTUNA GARDENS SUBDIVISION N 60 FT LOT 24 & N 60 FT LOT 25 CITY OF ROSEVILLE Property Address: 25585 SEND	8,594.42	
08-14-19-304-009 LEACH SUBDIVISION LOT 12 Property Address: 25842 LEACH	6,759.35	

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-19-304-026 LEACH SUB LOT 31 Property Address: 25710 LEACH	9,020.86	
08-14-19-331-023 ROBERT T. SUBDIVISION (L.29,P.33); LOT 2 Property Address: 25521 COLE	11,469.62	6/1/2012
08-14-19-354-026 FELICIAN PARK SUBDIVISION; LOT 143 Property Address: 25104 LEACH	8,091.60	
08-14-19-354-043 FELICIAN PARK SUBDIVISION; LOT 101 Property Address: 25175 DALE	6,428.75	
08-14-19-376-003 POLK THOMAS & WUNSCH SUBDIVISION; LOT 19 Property Address: 25280 LEHNER	10,199.92	
08-14-19-428-012 PACKARD PARK SUB N 1/2 OF LOT 107 Property Address: 25637 PAIGE	4,934.06	
08-14-19-430-027 HARTUNG SUB LOT 12 Property Address: 25779 GROVELAND	10,050.47	
08-14-19-455-015 PACKARD PARK SUBDIVISION N 50.0 FT OF LOT 8 Property Address: 25182 DODGE	9,068.06	

FEEs COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-19-455-016 PACKARD PARK SUBDIVISION S 50.0 FT OF LOT 8 Property Address: 25170 DODGE	7,248.15	
08-14-20-105-015 FISCHER'S ROSEVILLE PARK N 38 FT LOT 107 & ALL OF LOT 108 Property Address: 26720 PARKINGTON	9,043.57	
08-14-20-205-003 PEMBERTON PLACE CONDOMINIUM; MCCP NO 927; UNIT 3 Property Address: 26772 ROSEWOOD	10,428.99	
08-14-20-226-035 NIEMAN SUB S 39.84 FT LOT 29 Property Address: NIEMAN	3,776.34	
08-14-20-376-014 MACOMB GARDENS (L.3,P.77); LOT 197; INCL 1/2 VAC ALLEY ADJ Property Address: BLAIR	1,550.45	
08-14-20-379-017 MACOMB GARDENS LOT 260 & 1/2 VAC ALLEY ADJ REAR Property Address: PINEHURST	3,094.61	
08-14-20-383-013 MACOMB GARDENS LOT 56 & 1/2 VAC ALLEY ADJ REAR Property Address: 25134 PEARL	5,143.51	
08-14-20-406-026 JADE FOREST CONDOMINIUM MCCP NO. 265 UNIT 26 Property Address: 17924 PHYLLIS	4,596.41	

FEES COMPUTED AS OF: 03/31/2012

PARCEL	TOTAL DUE	EXTENSION OF REDEMPTION
08-14-20-434-022 MASSON SUBDN LOT 67 EXC E 10.0 FT FOR HURON AVE Property Address: 25531 HURON	8,454.88	
08-14-20-480-024 ASSESSOR'S PLAT NO. 17 LOT 6 Property Address: 25010 HURON	7,028.31	6/15/2012
08-14-21-103-053 HENRY MOLDENHAUERS AVIATION PARK SUBDIVISION LOT 145 Property Address: 26435 CHIPPENDALE	7,563.47	
08-14-21-129-027 H L ALLEN'S GRAND HIGHWAY SUB PT OF N 1/2 SEC 21; BEG ON W/L LOT 246, A DIST OF 20.0 FT N01*25'E OF SW COR LOT 246; TH N01*25'E 40.0 FT ALG E/L OF ARLINGTON ST (50 FT WD); TH S88*30'30"E 247.16 FT; TH S45* 48'57"E 29.50 FT; TH S31*50' 44"E 23.93 FT; TH N88*30'30"W 281.94 FT TO POB. .245 A. Property Address: 26746 ARLINGTON	8,929.30	6/4/2012
08-14-21-154-021 HENRY MOLDENHAUERS AVIATION PARK S 10 FT LOT 33 & N 30 FT LOT 34 Property Address: 26044 PATTOW	7,391.27	
08-14-21-154-028 PATRICIA T BARNES SUB LOT 21 Property Address: 26375 NORMANDY	4,568.00	
Unit 08 - 83 Parcels	811,658.09	

SUBJECT TO RIGHT OF REFUSAL BY STATE AND LOCAL UNIT.  
 MINIMUM BID MAY CHANGE DUE TO FINAL SETTLEMENT WITH LOCAL UNIT  
 ON 2011 TAXES AND COSTS INCURRED SINCE MARCH 31, 2012  
 SUBJECT TO RULES & REGULATIONS OF THE MACOMB COUNTY TREASURER.

MEMORANDUM  
**CITY OF ROSEVILLE**  
ENGINEERING DEPARTMENT

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**TO:** Scott Adkins, City Manager  
Glenn Sexton, Building Director

**FROM:** Steve Wietecha, Engineering Inspector

**DATE:** June 4, 2012

**RE:** 2006 – 2007 Pavement / Water Patch Program

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**We have received a request from Galui Construction Company to extend the 2006-2007 Pavement / Water Patch Program for 2012-2013 with all prices remaining the same.**

**The City realizes a savings in extending the contract as the cost of sending the contract out for bid of approximately \$4,000.00.**

**This contractor's performance has been excellent and we would recommend extending the contract for an additional year. In comparison to previous contractors the City has also realized a reduced amount of overtime inspection hours with this contractor.**

**Copy of the letter from Galui Construction Company is attached as well as the recommendation letter from Scott Lockwood, Consulting City Engineer.**

SW/tjh

# Memorandum

**To:** Scott Adkins, City Manager  
**From:** Paul VanDamme, Purchasing Assistant P.V.  
**Date:** June 19, 2012  
**Re:** **Demolition, 30430 Garfield**  
Bid # 101-041205

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**Bid Advertised:** May 16, 2012 in the Macomb Daily  
**Bid Due:** May 30, 2012 at 11:00 a.m. Local Time  
**Present at Bid Opening:** Paul VanDamme, Purchasing Assistant  
Virginia Green, Administrative Assistant  
**Reps from:** Oak-Wood Building, Co. & Walker  
Construction

The Building Department wrote specifications for the demolition of 30430 Garfield. Bid Invitations were sent to seven (7) companies with eight (8) companies responding with quotations.

The bid meeting specifications was received from Oak-Wood Building Co. Inc., of Shelby Twp, MI in the amount of \$7,900. Note the lowest bid did not meet specifications. Glenn Sexton, Building Director, has reviewed the quotes and finds that Oak-Wood Building Co. Inc. meets all specifications. The City has done business with Oak-Wood Building Co. Inc. in the past in a satisfactory manner.

Therefore, it is recommended that the City Council award the bid meeting specifications in the amount of **\$7,900** to **Oak-Wood Building Co. Inc.**

Attachments

# Memorandum

**To:** Scott Adkins, City Manager  
**From:** Paul VanDamme, Purchasing Assistant *PV*  
**Date:** June 20, 2012  
**Re:** **2012 CDBG Resurfacing Program**  
AEW Project No. 0100-0415

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**Bid Due:** June 14, 2012 at 11:00 a.m. Local Time  
**Present at Bid Opening:** Paul VanDamme, Purchasing Assistant  
Steven Wietecha, Engineering Inspector  
Michael Vigneron, AEW  
Reps from: ProLine Asphalt Paving, Barrett Paving  
Materials, Al's Asphalt Paving Co, Florence Cement  
Co and T & M Asphalt Paving

Specifications were written for the 2012 CDBG Resurfacing Program, AEW Project #0100-0415 by the Engineering Department. Bid quotations were received by nine (9) companies. Bids were read and reviewed by AEW, Engineering and CDGB.

The low bidder meeting specifications was submitted by Florence Cement Company in the amount of \$184,772.40. Florence Cement Company has completed similar projects in the City of Roseville and nearby communities in a satisfactory manner.

Therefore, based on the recommendation from AEW Engineering, it is recommended that the low bid from Florence Cement Company be accepted in the amount of \$184,772.40.

Attachments

Amended 6-12-12  
Spec - A - 6-18-12  
for P. H. 6-26-12

**REVISED - BUDGET ADOPTION RESOLUTION**

\_\_\_\_\_ moved, \_\_\_\_\_ seconded, to adopt the following budget resolution:

**WHEREAS**, Section 8.6 of the City Charter for the City of Roseville provides that a budget shall be adopted for each fiscal year and that said budget shall be adopted by the City Council of said City in the form of a resolution; and,

**WHEREAS**, such Section 8.6 also states that such resolution shall provide for an appropriation of money budgeted for municipal purposes during the next fiscal year succeeding said resolution's adoption; and,

**WHEREAS**, such Section 8.6 of said City Charter also provides that such resolution shall determine the amount of revenue to be raised by taxation; and,

**WHEREAS**, under said Section 8.6 it is incumbent upon the said City Council for the City of Roseville now to provide a budget for the fiscal year from July 1, 2012 to June 30, 2013; and,

**WHEREAS**, a properly drafted and proposed budget has been submitted to the City Council in compliance with the requirements contained in Chapter 8 of the said City Charter, and in compliance with requirements of Public Act 621 of 1978; and,

**WHEREAS**, such budget proposal, together with all supporting schedules and the City Manager's budget statement, has been duly filed with the City Council and become a matter of public record, available for public inspection with the City Clerk and the Roseville Public Library; and,

**WHEREAS**, such proposed budget hearing has been advertised in the Macomb Daily Newspaper on April 5, 2012, and a public hearing held on April 10, 2012 as required by statute and other regulations; and,

**WHEREAS**, the proposed budget as approved by the City Council reflects a total millage levy of 22.8494 mills as detailed in the budget document; and,

**WHEREAS**, such millage is in accordance with Public Act 5 of 1982; and,

**BE IT RESOLVED**, that the total amount of money required and set forth by the terms of said proposed budget attached hereto, said sum being \$17,333,776 or 19.0391 mills for General Operating; \$2,343,266 or 2.5738 mills for Refuse Collection; \$215,317 or .2365 mills for Debt Service, \$910, 430 or 1.0 mills for Chapter 20 Drain, shall be provided for the fiscal year herein above-stipulated by the levying of taxes by the said City of Roseville upon the real and personal property within such City, including a property tax administrative fee of 1%, to be used for the cost incurred in the administration and collection of property taxes by such departments as the Assessor's, Treasurer's, Purchasing and Controller's; and,

1.7694 increase

**BE IT RESOLVED**, that the total amount of money required and set forth by the terms of said proposed budget attached hereto, said sum being \$910,430 or 1.0 mills for Roseville Public Library under P.A. 164, shall be provided for the fiscal year herein above-stipulated by the levying of taxes by the said City of Roseville upon the real and personal property within such City, including a property tax administrative fee of 1%, to be used for the cost incurred in the administration and collection of property taxes by such departments as the Assessor's, Treasurer's, Purchasing and Controller's; and,

**BE IT RESOLVED**, that the total amount of money required and set forth by the voter approved levy under P.A. 32 effective November 8, 2011 hereto, said sum being \$910,430 or 1.0 mills for Roseville-Eastpointe Recreation Authority, shall be provided for the fiscal year herein above-stipulated by the levying of taxes by the said City of Roseville upon the real and personal property within such City, including a property tax administrative fee of 1%, to be used for the cost incurred in the administration and collection of property taxes by such departments as the Assessor's, Treasurer's, Purchasing and Controller's; and,

**BE IT FURTHER RESOLVED**, that the budget summaries as presented can be approved as set forth in the said 2012/2013 City Budget document; and,

**BE IT FURTHER RESOLVED**, that the City Council hereby adopts the 2012/2013 budget as shown in the budget documents however, for monthly reports to the City Council, the amounts in the budget documents reflected by City departments will be used for comparative reporting purposes; and,

**BE IT FURTHER RESOLVED**, that the water rate and sewer rates be revised from the rates originally approved on May 1, 2012; to reflect the combined Ready to Serve Charge for each customer connection remains at \$15.69; that the water rate for each unit remains at \$1.11 per unit; that the combined rate for sewer treatment be revised from \$3.57 to \$3.47 per unit and that the rate for the combined local operating maintenance be revised from \$1.20 to \$1.30 per unit; this rate change shall provide a part of the revenue needed to cover the operations of the Water Department;

**BE IT FURTHER RESOLVED**, that the City Manager is authorized to make budgetary transfers within the appropriation centers established through this budget not exceeding \$1,000 and that all other transfers between appropriation centers may be made only by further action of the City Council pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act; and,

**THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Roseville, Macomb County, Michigan, that the proposed budget, as presented, together with the Manager's budget letter, supporting schedules, statements, budget summaries and related documents, if any, appended thereto, incorporated herein and by reference made part thereof, and as modified by the City Council, be and the same hereby is adopted as the budget for the City of Roseville for the fiscal period from July 1, 2012 to June 30, 2013.

**MOTION CARRIED UNANIMOUSLY**

STATE OF MICHIGAN}  
                                  SS}  
COUNTY OF MACOMB}

I, RICHARD 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 29, 2012 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 STEENLAND  
CITY CLERK