

September 9, 2014

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EMPLOYMENT AGREEMENT

DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

This Employment Agreement (hereinafter referred to as "Agreement") made and entered into this _____ day of _____, 2013, by and between the City of Roseville, 29777 Gratiot, P.O. Box 290, Roseville, MI 48066 and Jason Friedmann (hereinafter "Friedmann").

ARTICLE I
POSITION

Friedmann shall be employed as The Director of Community and Economic Development for the City of Roseville effective September 9, 2014, and shall be jointly responsible to the City Controller and Building Director. The Director of Community and Economic Development is at will. The terms of employment shall be governed under Federal, State and local regulations, laws, and ordinances.

ARTICLE II
TERM

The position of Director of Community and Economic Development is an "at will" position. The term shall be reviewed on an annual basis and is dependent upon budgetary funding, and shall not be changed unless negotiated by each party. In the event a new agreement is not negotiated, the terms and conditions set forth herein shall renew annually.

ARTICLE III
SALARY

Friedmann' salary as Director of Community and Economic Development shall follow the Group III one-year wage schedule in the current Local 1917 Bargaining Unit Agreement in place at the time of execution of this agreement. Consideration for and adjustments in salary shall be conducted annually as part of the fiscal year budget and if granted shall take effect on July 1st, the beginning of the fiscal year.

ARTICLE IV
OTHER BENEFITS

During employment as Director of Community and Economic Development, Friedmann shall receive the following benefits expressed in the current and future contracts of the Roseville Supervisor's Local 1917 (AFSCME) agreement:

- A. Holidays

- B. Vacations
- C. Funeral Leave
- D. Personal Leave
- E. Retirement
- F. Insurance

Sick Leave- Sick Leave. Employee shall be granted an initial sick leave bank of twelve (12) hours and shall accrue sick leave at four (4) hours per paid period. Annually up to forty (40) hours accumulated sick leave may be paid to Employee at one hundred (100%) percent of his current rate of pay, if requested by December 31st. In no such case shall more than 24 hours be carried forward annually January 1st each year. Upon separation of employment, there shall be no payment for accrued sick leave. If a benefit is not specifically included above, Friedmann shall not be entitled to same as negotiated, as determined by an arbitrator, or any other means by which the Local 1917 agreement is changed.

ARTICLE V
AMENDMENTS

The parties recognize that this is the entire Agreement between the parties and this Agreement may not be modified except by mutual agreement, in writing.

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

CITY OF ROSEVILLE:

John Chirkun, Mayor

EMPLOYEE:

Jason Friedmann

1. Accrual of Compensatory Time

As with all overtime work, except emergency situations, all compensatory time-off in lieu of overtime payment shall have prior approval by the appropriate Department Director or supervisor. Hours worked beyond eight hours (8) in a work shift, or hours in a work week in excess of Forty hours (40), will be compensated at the rate of one and one-half hours for each additional hour worked.

Compensatory time is accrued and recorded at the appropriate time-and-one-half rate. Employees shall accrue no more than 60 hours of compensatory time at any one time during the calendar year. Compensatory hours earned will be recorded each week and submitted with each bi-weekly pay period record, as well as the compensatory hours used. An official record of the hours earned during that pay period, the hours used during that same pay period and the resulting maximum number of hours remaining to date will be indicated on that official record. Those employees having compensatory time on the record should retain a copy of that information each pay period for their own personal records as well.

2. Use of Compensatory Time

To use compensatory time, an employee must request and receive prior approval from the appropriate Department Director, supervisor or designee. The employee will consider the efficient operation of the Department when requesting the use of compensatory time-off and the employee shall be permitted to use such time off within a reasonable period after making the request if such use does not unduly disrupt the operations of the City or the Department.

Compensatory time will be charged out at a minimum of not less than one (1) hour increments.

3. Payment for Compensatory Time

There shall be no payment for unused compensatory time, with the exception of involuntary retirement or disability retirement.

CONSTITUTION WEEK
SEPTEMBER 17 – 23, 2014

Whereas, It is the privilege and duty of the American people to commemorate the two hundred twenty seventh anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

Now, Therefore, The Mayor and Council of the City of Roseville do hereby proclaim the week of September 17 through 23 as CONSTITUTION WEEK and urge all citizens to study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

Presented this 9th day of September, 2014


John Cherkov Mayor
Scott J. ... Mayor Pro-Tem
Colleen M. ... Councilmember
Sharon ... Councilmember
Catherine ... Councilmember
Jan ... Councilmember
Bill ... Councilmember

RECOVERY MONTH SEPTEMBER 2014

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and,

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and,

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and,

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and,

WHEREAS, in 2012, 2.5 million people aged 12 or older received specialty treatment for a substance use disorder and 34.1 million adults aged 18 or older received mental health services, according to the 2012 National Survey on Drug Use and Health. Given the serious nature of this public health problem, we must continue to reach the millions more who need help; and,

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and CARE of Southeastern Michigan invite all residents of the City of Roseville to participate in Recovery Month; and

NOW THEREFORE, the Mayor and Council of the City of Roseville do hereby proclaim the month of September 2014 as *National Recovery Month*.

Presented his 9th day of September, 2014


John Chutkan

Mayor

Bob D'Elia

Mayor-Pro-Tem

Catherine J. D'Elia

Councilmember

Colleen McVittay

Councilmember

Jan Faggerty

Councilmember

Sharon D.

Councilmember

Bill Hammer

Councilmember

YORK, DOLAN & TOMLINSON, P.C.

Attorneys and Counselors at law
42850 Garfield, Suite 101
Clinton Township, Michigan 48038
586-263-5050
Fax 586-263-4763

August 25, 2014

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Ms. Melissa Sue Johnson
15220 Tacoma St.
Detroit, MI 48205

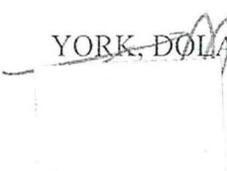
RE: **Nuisance Abatement – 19131 Indiana, Roseville, MI**

Dear Sir/Madam:

We are the attorneys for the City of Roseville. You are the named owner of the above-described property. Please be advised that the Roseville City Council will consider adoption of a resolution commencing condemnation of this property on Tuesday, September 9, 2014 at 7:00 p.m. in the City Council chambers at City Hall. A copy of said proposed resolution enclosed herein.

If you have any questions regarding this matter, please feel free to contact me. We remain,

Very truly yours,


YORK, DOLAN & TOMLINSON, P.C.

Timothy D. Tomlinson
Roseville City Attorney

/jabh
Enclosure

cc: Scott Adkins, Roseville City Manager (Via Email w/Enclosure)
Glenn Sexton, Roseville Building Director (Via Email w/Enclosure)

**CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN**

RESOLUTION ON ABATEMENT OF PUBLIC NUISANCE

At a Regular Meeting of the City Council of the City of Roseville, held in the council chambers, 29777 Gratiot Avenue, Roseville, Michigan on the 9th day of September, 2014, commencing at 7:00 p.m.

PRESENT: MEMBERS _____

ABSENT: MEMBERS _____

THE FOLLOWING MOTION WAS MADE:

_____ moved, _____ seconded, to adopt the following resolution:

WHEREAS, the Building Director for the City of Roseville, Mr. Glenn Sexton, has determined that the property at the following location:

Lots 203, 204 and 205, Rose City Park Subdivision, according to the plat thereof as recorded in liber 8, page 19 of Plats, Macomb County Records.

Tax Parcel No.: 14-09-104-026

more commonly known as: 19131 Indiana, Roseville, Michigan, has become and does present an immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, for the following described reasons: the property is vacant and has been “red tagged” by the Building Department since December 27, 2010 due to a broken water pipe and structural issues; it is in a dilapidated, has roof leaks, utilities are off and gutters are missing; and the property in its present condition poses a threat to the health, safety and welfare of the general public, and

WHEREAS, the Building Director has notified the owner of the condition of the property and has demanded that same be corrected; and

WHEREAS, the owner has failed, refused and neglected to correct said violations and comply with building and health ordinances of the City of Roseville; and

WHEREAS, the existence of the above described property in its present condition is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and must be abated and removed;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the property at the afore described location for the afore described reasons is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and said violations and dangerous conditions must be abated and removed.

2. That the afore-described property be and is hereby declared a public nuisance, and it is hereby ordered that all code violations and dangerous conditions existing on said property be abated and removed.

3. That the Attorney for the City of Roseville and the Building Director for the City of Roseville are hereby authorized to commence all necessary actions to clean up the property pursuant to Section 203-9 of the Code for the City of Roseville, and abate said public nuisances; that all costs incurred by the City of Roseville to abate said nuisances, plus interest at seven (7%) percent per annum, shall become a lien for the benefit of the City of Roseville on all or part of the real property where the violations are located, and such liens shall be of the same character and effect as created by the Roseville City Charter for taxes.

AYES: MEMBERS _____

NAYS: MEMBERS _____

ABSENT: MEMBERS _____

RESOLUTION DECLARED ADOPTED

John Chirkun, Mayor

Richard Steenland, City Clerk

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 the Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan on September _____, 2014, 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



City of Roseville

29777 GRATIOT, P.O. 290
ROSEVILLE, MICHIGAN 48066

08/11/2014

Timothy Tomlinson
York, Dolan & Tomlinson
42850 Garfield, Suite 101
Clinton Township MI 48038

Re: Condemnation - 19131 INDIANA, Roseville MI 48066

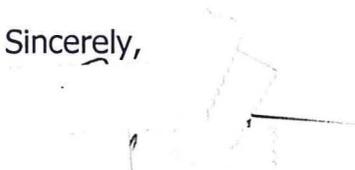
Dear Mr. Tomlinson:

This department is requesting that you prepare a resolution for action by City Council at the next available City Council Meeting commencing the condemnation of the residential building at the above-mentioned location.

This property is vacant and has been "red tagged" by the Building Department since December 27, 2010 due to a broken water pipe and structural issues. Currently, the structure is dilapidated, roof leaks, utilities are off and gutters are missing. In its present condition it poses a threat to the health, safety and welfare of the general public and should be removed, as it is a public nuisance. City records indicate that the owner of record is: JOHNSON, MELISSA SUE, 15220 TACOMA ST, DETROIT, MI, 48205. The legal description is PP# 14-09-104-026.

Copies of our files are attached for your information. If you have any questions, please feel free to contact this department at (586) 445 5450.

Sincerely,


Jim Osterhout
Building Director

cc: Scott Adkins, City Manager
Glenn Sexton, Building Director

Attachments

JO/tjh

City of Roseville



FIRE DEPARTMENT

18750 COMMON ROAD • ROSEVILLE, MICHIGAN 48066
PHONE: (586) 445-5444

August, 7th, 2014

MABAS Executive Summary

The Roseville Fire Department has a very robust mutual aid agreement with the other 26 Fire Departments within Macomb County that dates back to the 1950's. This agreement has prearranged assignments for which apparatus respond to calls for service from other communities. This allows for the appropriate amount of equipment and staffing to respond without delay. However, this agreement does not cross over into other counties.

The Mutual Aid Box Alarm System (MABAS) is a mutual aid system that has been in existence since the 1960's. MABAS pre-designates resources to respond to different levels of emergencies. These agreements span local, county and state boundaries. They also incorporate the many specialized resources provided by the fire service. There are several MABAS Divisions in Michigan. Macomb County Fire Chiefs is currently taking steps to become a MABAS Division. The City's participations will benefit the City and will position the City to meet any future mandates by the State of Michigan to demonstrate efficiencies through intergovernmental cooperation.

When signing this agreement it will not take away control of our emergency services. If we are unable to send out resources from our community due to internal need there is no mandate to do so.

Suggested Actions:

- Approve the MABAS agreement
- Pass a resolution in support
- Designate the Fire Chief as the City's MABAS representative;
- Authorize the City Manager and Clerk to sign all documents required in conjunction with participation in MABAS.

Sincerely,


Michael D. Holland
Fire Chief

**CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN**

RESOLUTION NO. ____

**RESOLUTION FOR APPROVAL OF THE ROSEVILLE
FIRE DEPARTMENT TO PARTICIPATE IN THE
MACOMB MUTUAL AID BOX ALARM SYSTEM DIVISION**

At the regular meeting of the City Council for the City of Roseville held in the Council Chambers at 29777 Gratiot Ave., City of Roseville, Macomb County, Michigan 48066, on the _____ day of September, 2014, commencing at 7:00 p.m.

Present: MEMBERS _____

Absent: MEMBERS _____

WHEREAS, the City of Roseville has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, hazardous incident response, and other emergency response services (“Fire Services”); and

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster (“Incidents”); and

WHEREAS, the Michigan Constitution of 1963, Article 7 §28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 *et seq* (the “Act”), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

WHEREAS, the City of Roseville desires to enter into an interlocal agreement, pursuant to the Act, to further improve Fire Service; and

WHEREAS, the Mutual Aid Box Alarm System (MABAS), is a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency mutual aid response; and

WHEREAS, as a result of entering into an interlocal agreement to further improve Fire Services, the parties are creating the Macomb MABAS Division; and

WHEREAS, the City of Roseville has the authority to execute this Agreement pursuant to resolution of its governing body; and

WHEREAS, Roseville Fire Department desires to commit personnel and equipment to another party if deemed reasonable upon the request of another party; and

NOW, THEREFORE, BE IT RESOLVED, the City of Roseville finds it is the best interest of its citizens from a safety and fiscal standpoint to enter into the Interlocal Agreement creating the Macomb MABAS Division and agrees to appoint one member to the MABAS Executive Board.

Any and all resolutions in conflict herewith are repealed only to the extent necessary to give this Resolution full force and effect.

This Resolution is deemed severable and should any provision, clause, word or sentence be deemed unenforceable, the remainder shall remain in full force and effect.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

John Chirkun, Mayor

Richard Steenland, Clerk

CERTIFICATION OF CLERK

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council of the City of Roseville, County of Macomb, State of Michigan, at a regular meeting held on September _____, 2014, and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

Richard Steenland, Clerk

**CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN**

RESOLUTION NO. ____

**RESOLUTION OPPOSING THE LEGALIZATION OF MARIJUANA
FOR GENERAL USE IN MACOMB COUNTY COMMUNITIES**

At the regular meeting of the City Council for the City of Roseville held in the Council Chambers at 29777 Gratiot Ave., City of Roseville, Macomb County, Michigan 48066, on the _____ day of September, 2014, commencing at 7:00 p.m.

Present: MEMBERS _____

Absent: MEMBERS _____

WHEREAS, ballot proposals to decriminalize (remove legal penalties) for general marijuana use have been considered in 12 Michigan communities, including the City of Utica in Macomb County, this year; and

WHEREAS, there is significant evidence demonstrating that marijuana has a profoundly negative impact on our youth, particularly teenagers; and

WHEREAS, Macomb County youth report a decreased perception of risk of marijuana use and the *Macomb County Aggregate Michigan Profile for Health Youth Survey* reports in 2012 that only 56% of Macomb County youth surveyed though marijuana use was risky, compared to 62% in 2010; and

WHEREAS, *The National Institute on Drug Abuse* reports that one in six teens that use marijuana become addicted; and

WHEREAS, *Monitoring the Future, 2013* reports in states that have legalized medical marijuana, about one-third of 12th graders report access to another person's medical marijuana supply; and

WHEREAS, *MATFORCE, the Yavapai County Substance Abuse Coalition* reports that schools in Colorado, a state which has legalized medical and recreational marijuana use, drug-related expulsions spiked 45% between 2008 and 2012; and

WHEREAS, *National Highway Traffic Association* reports that driving under the influence of marijuana is associated with an increased risk of car crashes, especially fatal crashes; and

WHEREAS, the University of Colorado, Denver reports that in the state of Colorado, which has legalized marijuana and general marijuana use, marijuana-impaired drivers and fatalities are on the rise and between 2006 and 2011, traffic fatalities with drivers testing positive for just marijuana increased 114%; and

WHEREAS, general marijuana use and possession is not permitted by federal and state law; and

WHEREAS, the ordinance being proposed to decriminalize marijuana use in Utica, Michigan, does not address the actual usage of marijuana (smoking, eating, vaporizing), the exact quantity of the drug permitted, the sale of marijuana, taxation, quality/potency of the drug, availability of edible products, driving under the influence or location of use (what constitutes private property); and

WHEREAS, it is not possible to foresee and mitigate all the associated risks and impact to our communities through the decriminalization or legalization of marijuana for general use; and

WHEREAS, the City of Roseville recognizes the need to educate all sectors of our community regarding the dangers of marijuana use.

NOW, THEREFORE, the City Council of the City of Roseville opposes the decriminalization of marijuana and its use other than for recognized medical purposes; and

BE IT FURTHER RESOLVED, the City Council of the City of Roseville encourages other Macomb County communities to oppose the decriminalization of marijuana or legalization of marijuana for general use, including the adoption of similar resolutions in opposition to the decriminalization or legalization of marijuana; and

BE IT FURTHER RESOLVED, the City of Roseville acknowledges the Chippewa Valley Coalition for Youth and Families conducting a research-based campaign to educate all sectors of the community about the consequences of marijuana use in an effort to keep our youth and community safe; and

IT IS FURTHER RESOLVED, that the resolution, having been adopted by the City Council for the City of Roseville be announced to the public and made a permanent part of the record of the City of Roseville.

Any and all resolutions in conflict herewith are repealed only to the extent necessary to give this Resolution full force and effect.

This Resolution is deemed severable and should any provision, clause, word or sentence be deemed unenforceable, the remainder shall remain in full force and effect.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

John Chirkun, Mayor

Richard Steenland, Clerk

CERTIFICATION OF CLERK

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council of the City of Roseville, County of Macomb, State of Michigan, at a regular meeting held on September _____, 2014, and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

Richard Steenland, Clerk

**CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN**

RESOLUTION NO. ____

**RESOLUTION IN SUPPORT OF INCREASED LOCAL CONTROL
OVER ALL OIL, GAS AND OTHER HYDROCARBON EXPLORATION
AND RELATED EXTRACTION ACTIVITIES IN THE CITY**

At the regular meeting of the City Council for the City of Roseville held in the Council Chambers at 29777 Gratiot Ave., City of Roseville, Macomb County, Michigan 48066, on the _____ day of September, 2014, commencing at 7:00 p.m.

Present: MEMBERS _____

Absent: MEMBERS _____

WHEREAS, the City of Roseville under the laws of Michigan, desires to maintain its long tradition of protecting the natural resources and environment within its borders, and promoting compatible land uses; and

WHEREAS, other surrounding communities have seen an increase in oil, gas and other mineral leasing activity within the County and surrounding area; and

WHEREAS, other communities in Macomb County have suffered unrestrained oil and gas exploration activity; and

WHEREAS, the City is governed by the Home Rule City Act granting broad police powers to adopt resolutions and ordinances to protect the public health, safety, general welfare, and property in the City, which needs to be reviewed and analyzed with regard to effective regulation of activities in order to protect against adverse risks and impacts related or associated with oil and gas development within the City; and

WHEREAS, the Michigan Zoning and Enabling Act contains some limitation on the City's ability to regulate certain operations related to the exploration and extraction of natural resources within the City; and

WHEREAS, other communities have suffered the adverse effects of the inability to regulate such activities.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City supports the legislature in reviewing the Home Rule City Act, Department of Natural Resource Rules and Regulations,

and other statutes governing oil and gas operations and explorations within a Home Rule City to provide for greater local review and control over applications, proposals, requests, permits, approvals, zoning compliance or certificates regarding any oil or natural gas operations in the City that might be proposed or presented to the City.

Any and all resolutions in conflict herewith are repealed only to the extent necessary to give this Resolution full force and effect.

This Resolution is deemed severable and should any provision, clause, word or sentence be deemed unenforceable, the remainder shall remain in full force and effect.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.

John Chirkun, Mayor

Richard Steenland, Clerk

CERTIFICATION OF CLERK

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council of the City of Roseville, County of Macomb, State of Michigan, at a regular meeting held on September _____, 2014, and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

Richard Steenland, Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF ROSEVILLE

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

RECITALS:

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

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

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

It is agreed as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

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

Section 2. SCOPE OF WORK

- a. The MUNICIPALITY will perform maintenance work at the direction of MDOT'S Region Engineer or a designee of the REGION ENGINEER

hereinafter referred to as the “REGION ENGINEER” or, acting under the general direction of the ENGINEER OF OPERATIONS FIELD SERVICES DIVISION, hereinafter referred to as the “ENGINEER OF OPERATIONS”. Work for the Operations Division, including permit issuance and inspection, under this Contract will be performed in accordance with accepted maintenance practices on those sections of state trunkline highway as identified in a written Letter of Understanding.

- i. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the MUNICIPALITY. The letter shall remain in effect until either replaced or modified by the REGION ENGINEER and approved by the MUNICIPALITY. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 - ii. The executed Letter of Understanding and all subsequent approved revisions thereto, is incorporated herein by reference as if the same were repeated in full herein.
 - iii. If the MUNICIPALITY is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the MUNICIPALITY will immediately notify MDOT. MDOT will work with the MUNICIPALITY to ensure that the services defined in the Letter of Understanding are performed.
- b. Whenever the MUNICIPALITY performs permit assistance and inspection on behalf of MDOT:
- i. MDOT will require as a condition of the issuance of all permits as to which the MUNICIPALITY will perform services for MDOT, pursuant to this Contract, that the Permittee save harmless the State of Michigan, the Transportation Commission, the Department of Transportation and all officers, agents and employees thereof and the MUNICIPALITY, its officials, agents and employees against any and all claims for damages arising from operations covered by the permit.
 - ii. MDOT, for all permit activities for which it wishes the MUNICIPALITY to perform permit services for the DEPARTMENT pursuant to this Contract, will further require that

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

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

Comprehensive General Liability:

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

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

c. Special maintenance work, work not covered by the Line Item Budget, and work for any other Division of MDOT (non-maintenance work) may be performed under the terms of this Contract only upon written authorization approved by the REGION ENGINEER. Emergency work may be performed based on verbal approval given by the REGION ENGINEER and subsequently supported in writing. Work performed by the MUNICIPALITY for any Division other than the Maintenance Division will be supervised by the Division issuing a state Transportation Work Authorization (TWA).

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

The MUNICIPALITY and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this contract.

The MUNICIPALITY shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

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

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

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

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

Section 4. CONTRACT ADMINISTRATOR

The MUNICIPALITY hereby designates Scott Adkins, City Manager as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the contract. In the event the MUNICIPALITY desires to replace the Contract Administrator, the MUNICIPALITY will notify MDOT in writing.

Section 5. MAINTENANCE SUPERINTENDENTS AND CONTACTS

The MUNICIPALITY hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): Scott Lockwood

Signal/electrical Superintendent: Scott Lockwood

Storm Sewer Superintendent: Steve Wietecha

Other (Specify): _____

who will supervise all work covered by this contract. In the event the MUNICIPALITY desires to replace the designated contacts, the MUNICIPALITY will notify MDOT in writing.

Section 6. WAGE SCHEDULE

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

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

See AFSCME Local 520 Contract

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

AFSCME Local 520 Contract - Minimum 4 hour call out

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

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

Section 7. MATERIALS TO BE ACQUIRED AND MATERIAL SPECIFICATIONS

Material necessary for the performance of this Contract may, at the option of the MUNICIPALITY, be purchased by the MUNICIPALITY unless otherwise directed by the REGION ENGINEER. The MUNICIPALITY shall advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The MUNICIPALITY shall retain documentation that such bids were taken for at least three (3) years following final payment made for such purchases. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

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

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials supplied by the MUNICIPALITY, including aggregates and bituminous materials using raw materials either partially or wholly obtained from municipally-owned property, municipally-leased (in writing) property, or by written permit from state or privately-owned property, may be furnished at a firm unit price, subject to approval of source and price by the REGION ENGINEER. Firm unit prices are not subject to unit price adjustment by audit.

MDOT may audit all records necessary to confirm accuracy of quantities for which reimbursement is requested. Reimbursement for all materials supplied by the MUNICIPALITY that are not included in the firm unit price schedule will be in accordance with Subsection 16(d). Firm unit prices may be changed, added, or deleted upon written request by the MUNICIPALITY and approval by the REGION ENGINEER at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

| ITEM KIND | ITEM LOCATION | PRICE UNIT | PRICE INCLUDES* | PER UNIT |
|-----------|---------------|-----------------|-----------------|----------------|
| 4 | 2 | \$48.37 per ton | Material | 2014-15 prices |
| 6 | 3 | \$108 per ton | Material | 2014-15 prices |
| | | | | |
| | | | | |

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

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

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

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

Section 9. SUBCONTRACTS

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

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

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

(30) days of completion of emergency work for contracts of \$250,000 or greater. Work will be completed according to MDOT Emergency Guidelines.

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

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

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

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

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

The subcontract solicitation and approval process will be as follows:

- a. **Subcontracts \$24,999 or less:** The MUNICIPALITY will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.
- b. **Subcontracts \$25,000 or greater:** The MUNICIPALITY will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. REGION ENGINEER approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$250,000 or greater.

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

Section 10. NON-DISCRIMINATION

- a. In connection with the performance of maintenance work under this Contract, the MUNICIPALITY (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this Contract.

- b. During the performance of this Contract, the MUNICIPALITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix G referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix G, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

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

Section 11. ANTI-KICKBACK

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

Section 12. JURISDICTION OF STATE TRUNKLINE HIGHWAY

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

Section 13. INSURANCE

- a. The MUNICIPALITY will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan. Insurance coverage shall include owned, non-owned, and hired motor vehicles. Such insurance shall be not less than Two Hundred

Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit shall also comply with Michigan No-Fault Automobile Insurance laws. The MUNICIPALITY shall also provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability.

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

- b. In the event that the MUNICIPALITY receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the MUNICIPALITY for its alleged acts or omissions on a state trunkline highway, the MUNICIPALITY shall provide a copy of such notice within fifteen (15) days of receipt of said notice or complaint to the Assistant Attorney General in Charge, hereinafter referred to as the "ASSISTANT ATTORNEY GENERAL," Van Wagoner Building, 4th Floor, 425 West Ottawa Street, Lansing, Michigan, 48909. Thereafter, the MUNICIPALITY shall provide copies of pleadings and other information regarding the claims or lawsuits when requested by the ASSISTANT ATTORNEY GENERAL and shall comply with all the obligations, duties and requirements of the general liability policy provided herein.

Section 14. WORKERS' DISABILITY COMPENSATION

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

Section 15. BUDGET MANAGEMENT FOR MUNICIPALITIES WITH A BUDGET OF \$200,000 OR MORE (OPTIONAL FOR OTHER MUNICIPALITIES)

Each MDOT fiscal year, for Municipalities with a budget of \$200,000 or more, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT.

Prior to the development of an annual budget by the REGION ENGINEER, the MUNICIPALITY and REGION ENGINEER will meet and develop a proposed work plan which will include a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month, and form the basis of the non-winter maintenance budget for the MUNICIPALITY for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total MUNICIPALITY budget is not exceeded. The REGION ENGINEER will work with the MUNICIPALITY to reach agreement on the components

of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the MUNICIPALITY's contract area, as well as the size of the MUNICIPALITY's staff that is available for state trunkline Highway maintenance. The REGION ENGINEER and the MUNICIPALITY will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

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

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, State Salt Stores, MUNICIPALITY-supplied road salt, winter sand, other de-icing chemicals and overhead.

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

The REGION ENGINEER and MUNICIPALITY will meet between March 1 and May 15 of each budget year to discuss a supplemental non winter program. The supplemental non winter program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget; review the status of current and future bills for winter maintenance and propose a supplemental non winter program. The proposed work activities will be prioritized to support MDOT'S preservation strategy (APPENDIX I).

Section 16. REQUEST FOR REIMBURSEMENT

MDOT will reimburse the MUNICIPALITY for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the audit for each respective year of the Contract period.

- a. MDOT'S share of the actual cost of all direct labor employed in the performance of this Contract, including the expense of permit inspection, field and office engineering, and including audit expenses in connection with projects on force account work by subcontractors.
- b. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed

using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the MUNICIPALITY on the MUNICIPALITY'S previous fiscal years' experience. These charges are subject to audit in accordance with Section 25.

- c. MDOT'S share of the actual cost of MUNICIPALITY owned or purchased energy.
- d. MDOT will reimburse the MUNICIPALITY for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this contract. The MUNICIPALITY shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- e. MDOT will reimburse the MUNICIPALITY for the cost of handling materials furnished by the MUNICIPALITY and materials furnished by MDOT as follows:
 - i. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the MUNICIPALITY.
 - ii. **Non-Bulk Items (measured by area or count):**
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the MUNICIPALITY, charges for handling and storage in excess of five percent (5%) will be reimbursed to the MUNICIPALITY upon audit, provided that these charges can be identified and supported within the records of the MUNICIPALITY.
- f. Equipment owned by the MUNICIPALITY will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- g. The amounts paid by the MUNICIPALITY to a subcontractor, as provided for in Section 9.

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

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

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

- j. MDOT will reimburse the MUNICIPALITY for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the MUNICIPALITY and MDOT.
- k. Requests for reimbursement to be made quarterly on the basis of certified statement of charges prepared and submitted by the MUNICIPALITY within thirty (30) days from the end of each quarter on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each quarter will include written justification for the delay and will be paid only upon approval of the REGION ENGINEER. Upon written request to the REGION ENGINEER, payment may be made to the MUNICIPALITY on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. MUNICIPALITIES with a line item budget contract of \$200,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- l. The MUNICIPALITY will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections

of state trunkline highways in accordance with written instructions from the REGION ENGINEER. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

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

Section 17. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). The MUNICIPALITY is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).

Section 18. WINTER MAINTENANCE

The MUNICIPALITY will be compensated for winter maintenance on the basis of actual expenditures only. MDOT will share in the cost of snow hauling when each snow hauling effort is approved by the REGION ENGINEER. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of 50 percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the REGION ENGINEER. The MUNICIPALITY should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the REGION ENGINEER shall be required and kept on file for audit purposes.

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

Section 19. PAVEMENT MARKING

Compensation for the item of Pavement Marking will be made on the basis of actual expenditure only, except in no case will the MUNICIPALITY be compensated for a total

expenditure in excess of the amount designated for pavement marking in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Pavement Marking is limited to only painting authorized by the REGION ENGINEER. The MUNICIPALITY shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

Section 20. COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Sweeping and Flushing (activity 132), Grass and Weed Control (activity 126) and Roadside Clean up (activity 124) will be made on the basis of actual expenditures only, except that in no case will the MUNICIPALITY be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

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

Section 21. TREES AND SHRUBS

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

Section 22. EQUIPMENT LIST

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

Section 23. RECORDS TO BE KEPT

The MUNICIPALITY will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The RECORDS include, but are not limited to:
 - i. Daily time cards for employees and equipment signed by the employee and his immediate supervisor or by a timekeeper and the supervisor when a timekeeper is employed. The daily time cards shall also indicate the

distribution to route sections and work items. Those MUNICIPALITIES using crew day cards may, if they prefer, retain crew day cards backed by a time record for the pay period signed as above in lieu of daily time cards detailing the distribution.

- ii. Properly signed material requisitions (daily distribution slips) showing type of material, quantity, units, date issued, and indicating distribution thereof to route sections and work items.
 - iii. Additional cost records as needed to support and develop unit cost charges and percentages applied to invoice cost. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- b. Maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the MUNICIPALITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. Allow MDOT or its representative to inspect, copy, scan, or audit the RECORDS at any mutually acceptable time. However, the MUNICIPALITY cannot unreasonably delay the timely performance of the audit.

Section 24. CERTIFIED STATEMENT OF CHARGES

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

Section 25. AUDIT

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

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

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

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

- a. Respond in writing to the responsible Bureau of MDOT 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 MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the MUNICIPALITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
- d. The MUNICIPALITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost, or no opinion expressed cost.

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

If after a DART decision MDOT determines that an overpayment has been made to the MUNICIPALITY, the MUNICIPALITY shall repay that amount to MDOT or notify MDOT of the MUNICIPALITY'S intent to appeal to the three member panel, which is described in this section of the contract or file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision. MDOT shall not withhold or offset funds in dispute if the

MUNICIPALITY appeals to the three member panel or files a lawsuit in the court of proper jurisdiction. The appeal to the three member panel or the filing of a lawsuit in the court of proper jurisdiction shall be initiated by the MUNICIPALITY within thirty (30) days of the receipt of MDOT'S written notice that an overpayment has been made. If the MUNICIPALITY fails to repay the overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the MUNICIPALITY agrees that MDOT will deduct all or a portion of the overpayment from any funds due the MUNICIPALITY by MDOT under the terms of any maintenance contract. The MUNICIPALITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to appeal to the three member panel or to file a lawsuit in the court of proper jurisdiction to contest MDOT'S decision only as to any item of expense the disallowance of which was disputed by the MUNICIPALITY in a timely filed RESPONSE. The MUNICIPALITY may ask the court of proper jurisdiction to bar MDOT from withholding or offsetting funds until the court finally decides the dispute.

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

Section 26. TERM OF CONTRACT

This Contract will be in effect from October 1, 2014 through September 30, 2019.

Section 27. TERMINATION OF CONTRACT

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

Section 28. STATE ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2011-2 of August 30, 2011, as set forth in Appendix D, attached hereto and made a part hereof.

Section 29. CONTRACT CONTENT

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

Section 30. AUTHORIZED SIGNATURE(S)

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

CITY OF ROSEVILLE

BY: _____
TITLE: City Manager

BY: _____
TITLE: City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director



Roseville Lions Club

24418 Berry Ave.
Warren Mi. 48089



09/03/2014

To whom it may concern:

This is a request by the Roseville Lions Club to be placed on the City Council meeting agenda for September 3, 2014. We will be requesting permission to solicit donations on the city streets September ~~26 to 28~~ 2014. The proceeds will be used to benefit our community services programs.

19 to 21 2014

Please be advised that our President Bob Bartlett Jr will be representing our club at this meeting.

If you have any questions please do not hesitate to contact our Secretary, Cathy Farmer at

Sincerely;

Cathy Farmer, Secretary
Roseville Lions Club.