



CITY MANAGER

Elaine Leven

CITY CLERK

Cynthia Greenia

City of Fraser

CENTENNIAL COMMUNITY

MAYOR

Michael Carnagie

MAYOR PRO-TEM

Patrice M. Schornak

COUNCIL

Amy Baranski

Kathy Blanke

Patrick O'Dell

Dana Sutherland

David Winowiecki

FRASER CITY COUNCIL AGENDA SPECIAL MEETING THURSDAY, MARCH 10, 2022 @ 6:00 P.M.

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL MEMBERS
3. APPROVAL OF AGENDA
4. CLOSED SESSION
Consideration of a written opinion from the city attorney
5. ADJOURNMENT

IT is inviting you to a scheduled Zoom meeting.

Topic: **City Council Regular Meeting March 10, 2022**

Time: **Mar 10, 2022 06:00 PM Eastern Time (US and Canada)**

Join Zoom Meeting

<https://us02web.zoom.us/j/88673324627>

Meeting ID: 886 7332 4627

Passcode: 111255

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Meeting ID: 886 7332 4627

Find your local number: <https://us02web.zoom.us/j/88673324627>

NOTICE OF ELECTRONIC PUBLIC MEETING

The **Fraser City Council** will meet in person in the Fraser City Hall Chambers, 33000 Garfield Road, Fraser, MI 48026 on **March 10, 2022 @ 6:00PM**. Public access will be available in person for those wishing to attend the meeting within the city hall council chamber. The meeting will also be shown on the Zoom Platform for videoconferencing.

This notice is to advise that those wishing to observe and/or participate in the meeting have the opportunity to do so.

The public can participate via the Zoom application, internet access via the Zoom website, and/or via telephone using the

Zoom telephone number and meeting ID. The public will be able to hear Council members and will be permitted to speak for up to five minutes during the public participation portion(s) of the agenda. Please note that callers/viewers will automatically be muted, and must remain muted until called upon to speak by the Mayor. Written comments will be accepted prior to the date and time (no later than 4:00pm on the day of the meeting) by the City Clerk's office at email address of cityclerk@micityoffraser.com. To contact members of the City Council in order to provide input or ask questions on any business before the City Council at the meeting, please use the contact information found on the City of Fraser website: www.micityoffraser.com. Public Hearing comments will be heard during any Public Hearing that is conducted during the meeting, and other comments will be heard or reviewed during public participation. The City of Fraser provides live public access to this meeting on Comcast Channel 5 and WOW Channel 10 and online at www.micityoffraser.com. This live public access meets the OMA's requirements that all public body deliberations and decisions take place at a meeting open to the public. In addition, if technology permits, the meeting will also be streamed via the YouTube website and application.

CITY OF FRASER ADMINISTRATION – MARCH 2022



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FRASER CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
33000 GARFIELD, FRASER, MI 48026
THURSDAY, MARCH 10, 2022
6:30 P.M.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL OF COUNCIL MEMBERS**
- 4. APPROVAL OF AGENDA**
- 5. CITIZEN PARTICIPATION ON AGENDA ITEMS**
- 6. CONSENT AGENDA**
 - a. City Council Minutes February 10, 2022
 - b. Historical Commission Minutes December 6, 2021
 - c. Historical Commission Minutes January 12, 2022
 - d. Letter of Resignation - Marie Cilluffo, Historical Commission
 - e. Planning Commission Annual Report 2021
 - f. Planning Commission Minutes December 1, 2021
 - g. Check Disbursements February 2022
 - h. Set Budget Process Dates
- 7. NEW BUSINESS**
 - a. APWA Project of the Year Presentation
 - b. MDOT Klein Road Contract Resolution
 - c. Gate Valve Exercise Bid Award
 - d. HVAC System Engineering Costs
 - e. Advancing Macomb Proposal
 - f. FY 20/21 Audit Presentation
 - g. Public Safety Director Vacancy
 - h. Public Safety Promotion - Gillies
 - i. SERESA 911 Surcharge Resolution
 - j. Street Committee
- 8. RETURNING BUSINESS**
 - a. Boards and Commissions Appointments
 - b. Parks and Recreation Master Plan Proposal
 - c. Somerset Park Tall Equipment Options
 - d. Parks and Recreation Signs
- 9. REPORT OF CITY ADMINISTRATION**
- 10. REPORT OF MAYOR AND CITY COUNCIL**
- 11. CITIZEN PARTICIPATION**
- 12. ADJOURNMENT**

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CITY OF FRASER ADMINISTRATION – MARCH 2022



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Fraser City Council Meeting Minutes Regular In-Person and Virtual Meeting Thursday, February 10, 2022 @ 6:30 P.M.

A regular meeting of the Fraser City Council was held on Thursday, February 10, 2022 at 6:30 p.m. in Council Chambers, City Hall, 33000 Garfield, Fraser, MI 48026.

1. CALL TO ORDER

The meeting was called to order at 6:33 p.m. by Mayor Carnagie.

2. PLEDGE OF ALLEGIANCE

Mayor Carnagie led the Pledge of Allegiance

3. ROLL CALL OF COUNCIL MEMBERS

Present: Council member Baranski; Council Member Blanke; Mayor Carnagie; Council Member O'Dell; Mayor Pro-Tem Schornak; Council Member Sutherland; Council Member Winowiecki
Absent: None

Also Present: City Manager Leven, City Attorney Don DeNault, Assistant City Manager/Finance Director/Parks and Recreation Director; City Engineer Mike Vigneron; DPW Superintendent Mark Ragsdale; Deputy Clerk Mary Matuz; City Clerk Cindi Greenia

4. APPROVAL OF AGENDA

Motion by Winowiecki supported by Sutherland to approve the agenda of the February 10, 2022 Fraser City Council meeting as presented.

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

5. CITIZEN PARTICIPATION ON AGENDA ITEMS

Deanne Reiner, 15569 Luxemburg expressed her thanks to City Council for all they do and then indicated she felt the Council should be concentrating on the Police Department more than worrying about the Parks and Recreation Department.

**Fraser City Council Meeting Minutes
February 10, 2022**

6. CONSENT AGENDA

The following items were presented on the Consent Agenda for the February 10, 2022 Fraser City Council Meeting:

City Council Minutes Special Workshop Meeting January 6, 2022
City Council Minutes Regular Meeting January 13, 2022
January 2022 Check Disbursements
Quarterly Finance Report

City Clerk Greenia indicated that she received a phone call earlier in the day noting that in the DRAFT minutes for the January 13, 2022 meeting Council Member Blanke had left the meeting and still was included in the voting after that time. City Clerk Greenia had already corrected the minutes.

Motion by Blanke, supported by Baranski to approve the minutes of the January 13, 2022 City Council meeting as corrected

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki
NAYS: None

Motion Carried

Motion by Winowiecki, supported by Baranski to approve the Consent Agenda for the City of Fraser City Council Meeting of February 10, 2022 as amended.

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki
NAYS: None

Motion Carried

7. NEW BUSINESS

a. Budget Amendments

Assistant City Manager/Finance Director Sarah Mistretta reviewed the proposed budget amendments with City Council. A lengthy discussion ensued on this matter. Council questioned as to why there were so many amendments and why the shortfalls seemed to be mostly in the areas of staffing costs. City Manager Leven explained that it appears the FY 21/22 Budget was approved as a Line Item Budget. When a budget was approved in this manner the City was required to amend each and every line item that was askew, she referred to the one line item that needed to be adjusted by \$2.00. The upcoming budget would be presented to be approved as a Department Budget. The amount for total staffing for each department would be built in to the budget. The total amounts should not change too much. She assured City Council that they would still be receiving detailed staffing costs included in the budget presentation.

Mayor Carnagie and Mayor Pro-Tem Schornak indicated that they had been presented with these types of budget concerns before and would like this to be the last time. City Manager Leven assured them she would take care of this in the upcoming budget.

**Fraser City Council Meeting Minutes
February 10, 2022**

It was discussed as well that the entire administrative team was new but moving forward they would be proposing their budgets in a manner that assured transparency.

Motion by Baranski supported by O'Dell to approve the Budget Amendments as proposed.

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

b. HR Transition

City Manager Leven reviewed the document that had been presented by Amy Cell to City Council reviewing the accomplishments by Amy Cell, LLC on behalf of the City of Fraser. Assistant City Manager/Finance Director Sarah Mistretta would be taking over HR duties for the City. Discussion was had on how this would look.

Mayor Carnagie and City Manager Leven had spoken about making sure that a performance review process was in place as well as job descriptions prior to the transition taking place.

Council Member Sutherland wanted assurance that Amy Cell would share her experience with any challenges they encountered along the way with Assistant City Manager/Finance Director Sarah Mistretta.

At this time discussion ensued about a couple of changes that were in the works. The use of software to input employee's hours that would then automatically be directed for payroll was coming and an employee portal would also be available to sign up for benefits.

Discussion was had on whether or not additional help would be needed by Assistant City Manager/Finance Director Mistretta as she assumes the duties that go along with this additional responsibility.

Council Member Baranski, Winowiecki and Blanke all thanked Amy Cell for her help in getting the City on the right track. They also all noted their appreciation for her being willing to walk away from a guaranteed contract month's early.

c. Board and Commission Appointments

Council Member Sutherland opened discussion on this matter by indicating that if she was going to be appointing people to positions on Boards and Commissions she would like the opportunity to interview them. Council Member Baranski agreed with her – she did not want to just rubber stamp everything.

At this time a lengthy discussion was had on how this could be handled moving forward. City Council agreed they would like administration to bring back some type of process for them to review and approve – with whatever changes they may want – for approval of Board and Commission. The Council discussed how this had been done in past years.

**Fraser City Council Meeting Minutes
February 10, 2022**

The Boards and Commissions would get applicants; interview them and then forward their recommendations to City Council.

City Manager Leven stated that one appointment needed to be made at this meeting. It was for the Board of Review – they were meeting soon – prior to the next City Council meeting.

Motion by Baranski, supported by Sutherland to appoint Sandy Decker to the Assessing Board of Review with a term end date of December 31, 2023.

AYES: Baranski, Blanke, Carnegie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

d. Parks and Recreation Master Plan

City Manager Leven reviewed the proposal from McKenna and Associates to help the City put together a Parks and Recreation Master Plan. An updated version of this would be required if we were going to be able to apply for any grants through the State of Michigan. She reviewed the options for City Council that were included in the proposal.

Discussion by City Council on this item was had. It was indicated that the City staff used to prepare these plans for submission to the State of Michigan. Maybe they could do this again and it would not cost so much money. They always had help from the Planners on the submission as well. City Manager Leven indicated that in order to be considered for grant applications the plans had to be submitted in a very particular way. City Council then said they had questions on this and would like to see someone from McKenna at the next City Council meeting. They also asked City Manager Leven if she could ask them for a more pared down version of the plan and get a cost for that.

City Manager Leven would have Mr. Urbiel at the March meeting to discuss this further with Council.

Michael Lesich, 15201 Fairview, stated that he was the person who did most of the work on the last couple of plans and then indicated what grants the City were awarded based on the Parks and Recreation Master Plans he helped with.

e. Annual MDOT Performance Resolution

City Manager Leven explained to City Council that the document they were looking at was something that the State of Michigan required from each municipal unit every year. She and DPW Superintendent Mark Ragsdale noted that this was needed if the City ever needed to work in the State of Michigan rights-of-way.

Motion by Baranski, supported by Sutherland to approve the Performance Resolution for Municipalities authored by the Michigan Department of Transportation and authorize City Manager Leven and DPW Superintendent Mark Ragsdale as those

**Fraser City Council Meeting Minutes
February 10, 2022**

authorized to apply to the Michigan Department of State for any necessary permits to work in the Rights-of-Way on behalf of the City of Fraser.

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

f. Fraser Meadows Ponds Treatment

DPW Superintendent Mark Ragsdale presented this item to the City Council. He indicated that since the City was responsible for treating these ponds this was something they had to do. As noted in the memo, they tried to go out for competitive bidding on this service. They received one bid from their current vendor and one other from The Pond Guy, they also received a bid but that person did not have a license to transport the necessary chemicals.

Discussion was had on whether or not the cost was guaranteed. Mr. Ragsdale Stated that it was.

Motion by Schornak, supported by Sutherland to approve Tri-County Aquatics, Inc. as the vendor to treat the ponds in Fraser Meadows for algae and other floating and submersed materials in the amount of \$3,450 for six annual treatments and additional cost for any additional treatments with funds budgeted In GL # 1001690930.000

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

g. Somerset Park Tall Equipment Options

DPW Superintendent Mark Ragsdale reviewed the history of this issue.

Before he was hired in to the City, a very tall play scape was put up in Somerset Park. This had caused some frustration with the neighbor directly on the adjacent lot – he was not happy that young people could climb to the top of that playscape and look into his yard. His answer to this was to construct a large screen with tall poles and a tarp – which was then considered blight. A meeting was had with this resident, the Mayor, the Building Department and Mr. Ragsdale. At that meeting Mr. Ragsdale stated he would look for a solution.

He brought three possible solutions to City Council – they could

- Move the play scape to another park
- Put up some panels on the back of the play scape
- Plant Arborvitaes between the play scape and the adjacent house.

Mayor Pro-Tem Schornak was familiar with the area and said she understood the concerns of this resident. City Council discussed the options and their thoughts on each. Moving the equipment would be very costly. Putting up the panels – would this void the manufacturer warranty and put the City at increased risk for liability in case something happened to someone on this play scape; would the arborvitaes require a lot of replacement and would they really provide the desired barrier?

Fraser City Council Meeting Minutes February 10, 2022

Council Member Baranski asked about perhaps putting smaller arborvitaes along the property line, but putting them between the park and all of the houses that are along that property line. Mayor Pro-Tem Schornak felt that perhaps they could place the panels on the equipment as well as plant the Arborvitaes.

Council Member Sutherland wondered if the resident was asked their thoughts on any of these proposed solutions.

After further discussion the Council wanted to see a cost for smaller Arborvitaes planted along the property line on a small berm – not just between the two houses directly affected by the height of the play scape, and the panels added to the play scape. Mayor Carnagie agreed to go to the park With Mr. Ragsdale to see exactly where the trees should go. City Council also requested that City Attorney Don DeNault draft language for the manufacturer of the play scape to sign, stating that adding the panels would not change the warranty on the equipment nor would it increase the City's liability risk. Mr. Ragsdale would return at the March meeting with this information.

h. Sewer Televising Contract Extension

Mike Vigneron from AEW was present to discuss this matter with City Council. He stated that Pipetek Infrastructure Services was currently the vendor performing the Sanitary Sewer Investigation Program. They were willing to extend their contract unit prices from the 2018 program. He knew what other vendors were charging for new contracts and felt that going out to bid for this service versus agreeing to the extension would not be in the best interest of the City. He was recommending that City Council approve the contract extension with Pipetek Infrastructure Services for the 2022 Sanitary Sewer Investigation Program – SE Quadrant in the amount of \$206,859.00.

A short discussion ensued.

Motion by Schornak, supported by Winowiecki to approve the recommendation of AEW and extend the contract with Pipetek Infrastructure Program for their services for the 2022 Sanitary Sewer Investigation Program – SE Quadrant in the amount of \$206,859.00.

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki
NAYS: None

Motion Carried

i. Sewer Liner Contract

DPW Superintendent Ragsdale went over the information he had provided to City Council on the Sewer Lining and Maintenance Contract. He explained what a good opportunity it was for the City of Fraser to possibly be able to "piggyback" off of the Allen Park projects for the same thing. There was no initial impact to the City of Fraser's budget at this time.

City Council discussed this for some time. They asked Mr. Ragsdale if this type of service was something that could be performed by his staff. Mr. Ragsdale stated that

**Fraser City Council Meeting Minutes
February 10, 2022**

it was not, and that the City did not currently have the necessary equipment to do this. Cost was discussed – how would this impact the budget. Mr. Ragsdale assured City Council that this was done on an “as needed” basis and there would be no cost to the City unless the service was needed. Council Member Winowiecki then asked if this was basically a contract to secure pricing at this time – Mr. Ragsdale said that was correct.

Motion by Winowiecki, supported by Baranski to approve the City piggybacking off the City of Allen Park’s contract with Granite Inliner and accept an offer to honor the agreement and that we also utilize footage given to AEW by Pipetek to set 3-year sewer Rehabilitation Capital improvement program plan utilizing pricing from Granite Inliner.

AYES: Baranski, Blanke, Carnagie, O’Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

At this time, 8:47 p.m., Mayor Carnagie called for a brief recess.

City Council returned at 9:05 p.m.

8. RETURNING BUSINESS

a. Parks and Recreation Signs

DPW Superintendent Ragsdale stated that he was not the original staff that was tasked with the signs. He had done quite a bit of research and provided some photos of possible signs for the Parks. He was at City Council asking for their direction so we could move forward with this project. He reviewed his thoughts and concerns with the various signs he saw in the packet of information that was given to him at the beginning of his research.

City Council discussed the history of the signs – they had approved a certain type of sign for not only the entrances in to the parks but also signs welcoming people to the City of Fraser. They were looking for something clean and uniform for all the locations where signs would be placed. Council Member Sutherland added that the Recreation Commission had recommended a different sign than what Council had agreed upon.

Mr. Ragsdale indicated he was looking to find out what style Council would like, what color pattern and what price range they were looking to stay within. City Council still liked the signs that they had previously approved, although maybe in a different color scheme – blue and gold instead of blue and white. They also realized that it would be best to have the signs on metal poles and not wood.

Mr. Ragsdale then shared that there were a couple of parks that could not have the exact type of signage the others had due to no greenbelt to put the signs in. Council agreed he should put those signs on higher poles behind the fence line so that the signs were visible above the fence.

Fraser City Council Meeting Minutes February 10, 2022

Council asked Mr. Ragsdale to come back with prices on the signs they had chosen last year for all parks and entryway into the City, as well as monument signs for the areas they discussed and also the signage that Council Member Sutherland had inquired about. They wanted quotes on plastic/ resin as well as the metal signs. Council Member Baranski asked him to make sure that the signs approved last year would not change in cost based on what colors they chose.

b. Parks and Recreation Staffing

City Manager Leven and HR Director Amy Cell spoke to this matter. It had been a point of discussion for some time and job descriptions for both Full Time and Part Time opportunities were in the City Council packet. Amy Cell went over the descriptions with City Council and indicated that, in her opinion, hiring a full-time employee in this position would be most beneficial.

Council Member O'Dell felt that hiring a full-time person at this time would be the best choice.

City Council discussed the descriptions and the salary range that each would have. In her opinion, Amy Cell felt that for a full-time employee in this position a salary of between \$25 to \$30 an hour/ or \$50,000 to \$60,000 annually would be a good place to start. Council Member O'Dell felt that a full-time employee would be the best choice for the Parks and Recreation Department.

Motion by O'Dell to post the job of Recreation Coordinator for a salary range of between \$50,000 and \$60,000 annually, depending on experience, to staff the Senior Activity Center along with starting Recreational Programs.

Council Member Baranski asked if they agreed to a full-time hire would the City then be eliminating the part-time hire that had been posted for the part-time senior position? Council Member O'Dell indicated that, yes, this was his understanding.

At this time discussion was had with Council, City Manager Leven, Assistant City Manager/ Finance Director Mistretta, and Amy Cell regarding what a full-time position would look like –what would they be doing. Was there enough work to keep them busy? Assistant City Manager/Finance Director Mistretta discussed the work that was going on now. She was in charge of Parks and Recreation and basically had herself, Dianne at the Senior Activity Center, and when Hunter is available she can help. Dianne at the Senior Activity Center had been working with her and they had grown the programs there quite a bit. The building was currently open from 8:00 a.m. to 1:00 p.m. She would like someone else to be there so the building could be open longer as well as to give Dianne some help. If they had additional staffing there then they could add even more programs. Council Member Baranski asked about finding a building for recreation activities. Assistant City Manager/Finance Director Mistretta said that as of now nothing was available that would be financially beneficial to the City.

Discussion was had on whether or not a part-time position could turn into a full-time one – and how they would approach this. City Manager Leven wanted to make sure that the person who was hired had clarification that they need to be a hands on person right from the start – they would develop programs and in most cases be the person running the program with the residents.

**Fraser City Council Meeting Minutes
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City Manager Leven then informed City Council that the Advancing Macomb group that was in attendance at the CDBG Public Hearing had contacted her and would be at the next month's meeting to review an opportunity for the City in regards to Recreation.

Council Member Sutherland stated that she felt even with the program just discussed from Advancing Macomb, the City could still use additional help to plan events. She then stated she was supporting Council Member O'Dell's motion. Further discussion was had on what the duties would be.

City Manager Leven suggested that it would be a good idea to create a listing of what had been done in the past and when it needed to be done.

Council discussed part-time versus full-time again. Council Member O'Dell stated again he felt full-time was more beneficial. Discussion was had on what the part-time position would pay. Assistant City Manager/Finance Director Mistretta stated it would be decided by what was in the Union Contract.

Mayor Carnagie noted there was a motion and support on the floor and a vote should be taken.

AYES: O'Dell, Sutherland

NAYS: Baranski, Blanke, Carnagie, Schornak, Winowiecki Motion Fails

Motion by Baranski, supported by Winowiecki to expand the scope of the current job posting, which is currently for a Senior Activity Center staff, and should be instead a part-time Recreation Coordinator, which would allow this opportunity to expand with more hours at the Senior Center as well as allow them to work on planning activities for recreation and events, with the end goal being that this position could expand into a full-time position.

AYES: Baranski, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: Blanke

Motion Carried

c. Senior Housing Parking Lot

City Manager Leven had provided City Council with budget numbers in regards to what was available to spend on the Senior Housing Parking lot. Council had asked her to provide them the figures so they could make a better decision on what was the best use of the available money for the work to be done on the Senior Housing Parking Lot.

Mike Vigneron from AEW was present. Council Member Winowiecki asked him about Option #4 –had he gotten more information on a full depth reclamation and what that looked like. Discussion was had on what this would be – Mr. Vigneron stated it would be a hybrid option that would offer cost savings but still substantial life expectancy.

Discussion on cost and where to get the monies from was had. Council discussed that although the fund was a trust and agency fund, a standalone fund, in order to complete the project in a manner which would offer the best for the life of the project, they might

**Fraser City Council Meeting Minutes
February 10, 2022**

be willing to help fund it from the General Fund with an understanding that it would be paid back to the general fund.

Council Member Baranski stated she really wanted to see this done correctly. Council Member Winowiecki explained to all what he was talking about with Mr. Vigneron. City Manager Leven indicated that she wanted to make sure we had some monies left in that account for any unforeseen emergencies.

Motion by Schornak, supported by Baranski to authorize moving forward with Option 4, modified to have a full depth reclamation in an amount of approximately \$300,000 to repair the Senior Housing Parking Lot, noting that, if necessary, the City would lend monies to complete this so as to not deplete the fund balance in case there were emergencies that needed to be addressed.

Ray Wojciechowski, Fraser Senior Housing resident, asked why the garbage trucks could not just enter off of 15 Mile. Mayor Carnagie explained this was a County matter.

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

9. REPORT OF CITY ADMINISTRATION

City Manager Leven reported the following information:

- She has been working on the budget and did email all department heads their budget last week
- She is investigating a possible fire truck to include in the budget with a possible number of approximately \$800,000
- The SERESA contract will be going up 25%, other communities are checking into the cost of COMTEC for dispatch services
- The HVAC will be included in the budget, with funds coming from ARPA to help pay for it
- There was a 2% increase in State Revenue Sharing this year
- She did not get any other suggestions for additional project for CDBG Competitive Grant Applications.
- She and attorney DeNault had a Zoom meeting with the Library tomorrow.

10. REPORT OF MAYOR AND CITY COUNCIL

Council Member Baranski had some thoughts on what could possibly be done at the Reindel Park – perhaps we could reach out to the school to see if they would be interested in helping us rehabilitate that park.

Council Member Sutherland stated that this month's MACRO Meeting was cancelled. She reviewed activities happening in the City. She had gotten some feedback from residents regarding the snow removal and she wondered if City Manager Leven could check into this with DPW Superintendent Ragsdale.

**Fraser City Council Meeting Minutes
February 10, 2022**

Council Member O'Dell thanked the community for selling out the Fraser First Ball it was a great event. The Zip Cruise was coming soon to McKinley Park.

Council Member Blanke asked if City Council could get monthly reports from Department Heads. Happy Valentine's Day everyone. God bless everyone!

Council Member Winowiecki said he loved the new chair and wished everyone a Happy Valentine's Day.

Mayor Pro-Tem Schornak asked City Manager Leven if she could make some changes to the dais – it was confining and uncomfortable. She then indicated the Historical Commission would be having an open house on Sunday, March 6, 2022.

Mayor Carnegie echoed Council Member Blanke's comments about Department reports – he would like to see them.

He indicated that someone from the Senior Activity Center mentioned they need card players.

He also asked if an inventory could be done of our play equipment – basketballs, floor hockey equipment and the like. He also asked about the status of the pavilion in Meadows Park.

11. CITIZEN PARTICIPATION

Laura Lesich, 15201 Fairview, reviewed some concerns she had while listening to the meeting. She was concerned with budget amendment, the manner in which the Boards and Commission appointments have been handled, park signs and the Blue Jean Ball.

12. CLOSED SESSION

Motion by Carnegie, supported by Schornak to enter into closed session for the purpose of a strategy session connected with the negotiation of a collective bargaining agreement.

ROLL CALL VOTE:

AYES: Baranski, Blanke, Carnegie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

Council went into closed session at 10:43 p.m.

Council reconvened into open session at 11:15 p.m.

Motion by Baranski, supported by Schornak to officially approve the Letter of Agreement between the City of Fraser and the Police Officers Labor Council Fraser Lieutenants

**Fraser City Council Meeting Minutes
February 10, 2022**

Association and designate that the City Manager can execute the agreement to have it effective February 11, 2022.

Mayor Carnagie asked to abstain from the vote as he was a member of the paid on-call fire fighters.

There were no issues from any Council Members on this.

AYES: Baranski, Blanke, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

Motion by Baranski, supported by Winowiecki to direct the City Manager to begin the search to hire a Director of Public Safety considering both internal and external candidates and present back at the March 10, 2022 City Council meeting various plans and options for City Council to discuss

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

13. AJDOURNMENT

Motion by Schornak supported by Winowiecki to adjourn the meeting at 11:17 p.m.

AYES: Baranski, Blanke, Carnagie, O'Dell, Schornak, Sutherland, Winowiecki

NAYS: None

Motion Carried

Respectfully Submitted:

Cindi Greenia, Clerk
City of Fraser

Michael Carnagie, Mayor
City of Fraser



CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

City of Fraser

CENTENNIAL COMMUNITY

MAYOR
Michael Carnagie
MAYOR PRO-TEM
Patrice M. Schornak
COUNCIL
Amy Baranski
Kathy Blanke
Patrick O'Dell
Dana Sutherland
David Winowiecki

Fraser Historical Commission Meeting Minutes Monday, December 6, 2021

Present: Marilyn Wright, Jim Chamberlin, Karen Hodges, Harry Hodgson, Nancy Ehrke, Denise Wojciechowski, Jeffrey Pollock; Members-at-Large: Dori Guoin, Curtis Rice, Kathy Pirtle; Lorraine Fradle - FHS President; Liaison: Rose McKinney

Excused Absences: Tom Iwanicki

Unexcused Absences: Marie Cilluffo

Also Present: Tom Tesnow - Anniversary Book

1) Call to order: 7:02 pm by Marilyn

2) Pledge to the Flag

3) Approve Agenda: On a motion by Karen, seconded by Denise; Motion carried

4) Approve Minutes: On a motion by Nancy, seconded by Jeff; Motion carried

5) Liaison Report: Rose passed out current budget reports. At the previous meeting Commissioners asked Rose to talk to the Asst. City Mgr. about the need for purchase orders and pre-approval for purchases made by the Commission, for the Baumgartener House Museum. The Asst. City Mgr. Sarah, replied, 'City is in total control of funds'. Commissioners asked Rose to see if she could schedule a face to face meeting with Sarah to discuss further. Rose said she would do that.

6) Unfinished Business:

a) Anniversary Booklet: Tom attended and let the commissioners know advertising has

been very slow and he will be moving to February print date. Commissioners understood and Marilyn and Tom will stay in touch.

b) Open House: Very busy, collected \$778.50 in donations

7) New Business:

a) Half Price Sale Dec. 12th: Several Commissioners will come to help.

b) Pack up Christmas Resale: Commissioners will meet after the 1st to set a date.

c) Take down Decorations: Will do this same day as 1/2 off sale.

8) Commissioner Reports:

***Marilyn** - Reminded everyone that Oakmont Parkway Senior Communities donated cookies and cider and donuts to our October Barn Sale.

**Fraser Historical Commission Meeting Minutes
Monday, December 6, 2021**

***Jim** - Asked if Rose could have DPW look at the lock between the gift shoppe and the glass room - it's not locking correctly every time. Rose will check on this issue. And Jim said being Santa was Fun!! Update on the Barn Quilt Project, Jim heard from Vania Apps, she is proposing the quilt will be created by her & Sue (ie they will be creating and donating the quilt) and asking the DPW to install it. Jim told Vania he would get back to her. Commissioners were agreeable but were not sure of what pattern is best - all Commissioners will think on this subject and we will open it to discussion at our next meeting.

***Karen** - Nothing to add

***Harry** - Nothing to add

***Nancy** - Sent out 437- (that's 5 new emails) ENewsletters; Nancy will draft a letter to Marie Cilluffo advising her of her removal from the Commission. Nancy received FHS Craft Show 3/12/22 invite. Lorraine asked Nancy to email her the information.

***Denise** - Nothing to add

***Jeff** - Nothing to add

***Dori** - Sandra Studebaker asked Dori if it's the Hemme Barn or Baumgartner Barn - Asked us to check into. Sandra Studebaker is helping to write about the Hubers.

***Curtis** - Took 50-60 pictures at Open House - will get them to Jim

***Rose** - Nothing to Add

***Kathy** - Nothing to add

***Lorraine** - Asking if Lions could make a ramp for the entrance to the Gift Shoppe. Tom is a Lion and Jeff will reach out to him.

9) Adjourned at 8:12 pm on a motion by Karen, seconded by Jeff; Motion Carried

Next Open House: Sunday, March 6, 2022

Next Meeting: Monday, February 7, 2022

Respectfully Submitted, Karen Hodges, Recording Secretary



CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

City of Fraser

CENTENNIAL COMMUNITY

MAYOR
Michael Carnagie
MAYOR PRO-TEM
Patrice M. Schornak
COUNCIL
Amy Baranski
Kathy Blanke
Patrick O'Dell
Dana Sutherland
David Winowiecki

Fraser Historical Commission Meeting Minutes Wednesday, January 12, 2022 @ 1:00 pm

Present: Marilyn Wright, Jim Chamberlin, Karen Hodges, Harry Hodgson, Nancy Ehrke, Denise Wojciechowski, Jeffrey Pollock; Tom Iwanicki; Members-at-Large: Curtis Rice, Lorraine Fradle - FHS President; Liaison: Rose McKinney Guests: Sharon Hill, Julie Racine, Vania Apps, Barbara Keary; City Clerk, Cindi Greenia, City Manager Elaine Leven.

1) Call to order: 1:02 pm by Marilyn

2) Pledge to the Flag

3) Approve Agenda: On a motion by Karen, seconded by Denise; Motion carried

4) Approve Minutes: On a motion by Harry, seconded by Denise; Motion carried

5) Liaison Report: Rose passed out December budget reports at last meeting, no changes – new reports at next regular meeting. Additionally, the DPW has fixed lock to glass room, repaired electricity in basement, took the wreath down.

6) Unfinished Business:

a) December Open House: Total Sales for Christmas Re-sale and 50 off sle, \$980.50 which bring total for the year, \$5438.02 (this includes \$200 for roof donation).

7) New Business:

a) City Budget:

b) Historical Commission Funds:

c) Purchase Order Policy

Marilynn and Karen have been working on reviewing meetings since 2020, along with reviewing budget reports. Recently a few procedural issues have come up regarding Commissioners having access to funds we made selling donated items.

Commission's Proposal –

1 - Commission has \$500 petty Cash

This will be held with Marilyn – Chairperson

Monthly – at Commission Meetings the account will be reviewed and reconciled

0 - \$99. Purchases – Pre – verbal approval needed from Chair & Vice Chair for

Commissioner to be reimbursed – receipt needs to be provided once purchased and

Fraser Historical Commission Meeting Minutes
Wednesday, January 12, 2022

submitted for reimbursement. Over \$100 - \$499 – Pre verbal approval needed from all Commissioners and a quorum vote will be taken regarding the approval of large amount of Money.

Quarterly, Marilyn will withdraw from the trust account enough to bring petty cash back to \$500

Purchases over \$500 – Must be Voted by a quorum of the Commission and will be submitted to the City in Commission Notes. Commission will wait until next meeting to make sure City has no concerns or objections – if not we can move with the ‘purchase’ by next meeting.

- # 2 - Asking for full audit of Escrow Account, for 2 years, from January 1, 2020 – January 1, 2022. Cindi and Elaine listened to our concerns and our proposal and stated they would look into these issues along with an audit of the last 2 years. They stated they would have a reply, at the latest, our next meeting Monday February 7. Elaine stated Cindy will be coming to our meetings now.

8) Commissioner Reports:

***Marilynn** - Nothing to add;

***Jim** - Nothing to add;

***Karen** - Nothing to add;

***Harry** - Nothing to add;

***Nancy** - Nothing to add;

***Denise** - Nothing to add;

***Jeff** - Nothing to add

***Tom** - Nothing to add;

***Curtis** - Nothing to add;

***Rose** - Nothing to Add

***Lorraine** - Nothing to add

***Vania** – Took photos of entry way into Gift Shoppe to see if the Fraser Lions Club can build a ‘ramp’ for the entryway. She will talk to her contact at the Lions and get back with Karen on whether they can build the ramp.

- 9) Adjourned** at 1:55 pm on a motion by Karen, seconded by Denise; Motion Carried

Next Open House: Sunday, March 6, 2022

Next Meeting: Monday, February 7, 2022

Respectfully Submitted, Karen Hodges, Recording Secretary



CITY MANAGER

Elaine Leven

CITY CLERK

Cynthia Greenia

City of Fraser

CENTENNIAL COMMUNITY

MAYOR

Michael Carnegie

MAYOR PRO-TEM

Patrice M. Schornak

COUNCIL

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Kathy Blanke

Patrick O'Dell

Dana Sutherland

David Winowiecki

Notice of Marie Cilluffo Resignation from Historical Commission

----- Original Message -----

From: Marie Cilluffo

To: Marilyn Wright

Date: 02/17/2022 4:13 PM

Subject: RE: Historical Commission membership

Hope all is well with you and the members at large.

I received the letter regarding membership. I want to explain due to many family and health issues I was not able to commit to the organization. This is the first that I could tie loose ends up. I can drop off the key and other papers off with Rose. If that is OK.

Last year with covid. My Mom and Brother passed the past year. Not to mention Paul and I had surgery.

During my brief time on the commission, I enjoyed the time and appreciate what the members have done to make this a City Jewel. Not to mention the great work the volunteers have done.

Thank you for all you do.

Marie Cilluffo

**CITY OF FRASER PLANNING COMMISSION MEETING
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
Wednesday, December 01, 2021
MINUTES Draft**

PRESENT: CHAIRPERSON: WARUNEK, MEMBERS: BARR, CZARNECKI, FARINA, KEIL, PERRY

EXCUSED ABSENCE: None

ALSO PRESENT: CLARK ANDREWS, CITY ATTORNEY
ALYSSA ALBRIGHT, CITY ATTORNEY
DYLAN CHURCH, CITY ATTORNEY
PAUL URBIEL, McKENNA

1. CALL MEETING TO ORDER / PLEDGE OF ALLEGIANCE:

Chairperson WARUNEK called the meeting to order at 7:03 PM

2. ROLL CALL:

Members: Barr	Present (participating from Macomb County, City of Fraser, Michigan)
Czarnecki	Present (participating from Macomb County, City of Fraser, Michigan)
Farina	Present (participating from Macomb County, City of Fraser, Michigan)
Perry	Present (participating from Macomb County, City of Fraser, Michigan)
Keil	Present (participating from Macomb County, City of Fraser, Michigan)
Warunek	Present (participating from Macomb County, City of Fraser, Michigan)

3. APPROVAL OF AGENDA - Regular meeting of December 01, 2021:

Motion by Member: KEIL

Support by Member: PERRY

To: Approve the agenda of December 01, 2021 as presented.

AYES: 6 (BARR, CZARNECKI, FARINA, KEIL, PERRY, WARUNEK)

NAYS: 0

MOTION CARRIED

4. CHAIRPERSON'S OPENING REMARKS:

Chairperson WARUNEK read the formal statement relative to the powers of the Planning Commission and the facts and conditions for granting site plan approval. Chairperson WARUNEK read the formal statement relative to virtual public meetings and remote participation.

5. APPROVAL OF MINUTES August 04, 2021:

Motion by Member: FARINA **Supported by Member:** CZARNECKI

To: Approve the minutes of the August 04, 2021 meeting as amended. Amendments include:

1. Page 3 item Site Plan 21-07 to read, "Addition of a bike rack with more than two-bicycle capacity."
2. Page 4 item Site Plan 21-07 to read, "Addition of a bike rack with more than two-bicycle capacity."

AYES: 6 (BARR, CZARNECKI, FARINA, KEIL, PERRY, WARUNEK)

NAYS: 0

MOTION CARRIED

6. NEW BUSINESS

A. Public hearings: None.

B. Site plan and Other Reviews: None.

**CITY OF FRASER PLANNING COMMISSION MEETING
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
Wednesday, December 01, 2021
MINUTES Draft**

C. Administration Update

DISCUSSION: URBIEL explained that since the Planning Commission has not met in a few months that he would give an update on items that have been going on in the office recently. There will be likely at least 2 items for discussion in January, if the applicants submit materials on time. Additionally, hard copies of the packet will always be delivered from this point forward.

Construction on Autozone is nearing commencement. The City Attorney also has a revised easement agreement for review pertaining to the industrial development located on Kelly Road.

The City Administration is taking applications for Planning Commission reappointments. It is likely that the Commission will be meeting in-person in January 2022.

FARINA explained that his written comment to the administration regarding safety measures at in-person meetings (considering the ongoing COVID-19 pandemic) include the following questions/concerns:

- If there will be partitions between seats on the dais, and between the dais and the public seating
- If the room will be modified to accommodate social distancing
- If there will be a mask mandate
- If there will be a maximum capacity permitted in the room

7. UNFINISHED BUSINESS:

A. 01-19SUB / MAX MANCINI / GARFIELD PARK - SUB PARCELS 1-10 / PROPOSED SITE PLAN AMENDMENT

DISCUSSION: ANDREWS noted that the obligation to combine parcels 4 and 5 are the responsibility of Mr. Mancini, the applicant. URBIEL explained that at the August 4, 2021 Planning Commission meeting, the Commission approved an extension of 3 months' time for the applicant to obtain a lot combination of the subject parcels. A lot combination requires a survey and legal description of both parcels, as the City Assessor informed the applicant. To date, neither a completed application nor the survey drawings have been completed or submitted.

FARINA questioned what the Commission can do to ensure that the request of the applicant is completed. ANDREWS responded that the Commission has the right to deny the site plan amendment that the applicant has requested. The City has the right to enforce the obligations that the applicant had with the original site plan.

The administration's opinion of the application is that, absent the lot combination, it is not in the City's interest to approve the request and thus it should be denied. The lot combination is required to comply with Ordinance requirements pertaining to frontage, vehicular access, and infrastructure. KEIL noted that the applicant's most recent communication appears that they are in the process of completing the Commission's lot combination requirement. PERRY questioned what else is to be gained by denying the request.

CZARNECKI noted that the application first considered the application on February 6, 2019. It does not appear that Mr. Mancini has made any steps to combine the lots, or get the taxes paid. BARR noted that the applicant should be held to the City's processes, and applicants should be held to the standard of their site plan approval. WARUNEK stated that the applicant has already completed several tasks and the applicant should finish the project the way the Commission has requested. If the Commission were to deny the site plan, there will be too many variables and that the Commission should consider an extension.

BARR suggested that the application could be tabled for one month.

Motion by Member: CZARNECKI Supported by Member: FARINA

**CITY OF FRASER PLANNING COMMISSION MEETING
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
Wednesday, December 01, 2021
MINUTES Draft**

To: Deny 01-19SUB / MAX MANCINI / GARFIELD PARK - SUB PARCELS 1-10 / PROPOSED SITE PLAN AMENDMENT for the following reasons:

1. The proposed site plan amendment would create a nonconforming unbuildable lot with no frontage on a public road.
2. It would potentially cause future negative impacts for emergency vehicles and require future infrastructure investment for the development east of parcel 4.

AYES: 3 (BARR, CZARNECKI, FARINA)

NAYS: 3 (KEIL, PERRY, WARUNEK)

MOTION FAILS

Motion by Member: KEIL

Supported by Member: WARUNEK

To: Postpone 01-19SUB / MAX MANCINI / GARFIELD PARK - SUB PARCELS 1-10 / PROPOSED SITE PLAN AMENDMENT, for one month, until the January 5, 2021 Planning Commission Meeting with the following conditions:

1. The application build-out given to the administration with the survey, drawings, and legal descriptions
2. Taxes on parcel 5 must be paid in full

AYES: 5 (BARR, FARINA, KEIL, PERRY, WARUNEK)

NAYS: 1 (CZARNECKI)

MOTION CARRIED

8. PUBLIC COMMUNICATIONS ON NON-AGENDA ITEMS:

DISCUSSION: None.

9. ZONING BOARD OF APPEALS MEMBER LIASION REPORT:

DISCUSSION: FARINA noted that the ZBA has not had a meeting since September.

10. COMMISSIONERS' COMMENTS AND ITEMS OF INTEREST / CONCERNS:

Member Barr:	None.
Member Czarnecki:	None.
Member Perry:	Happy holidays and happy new year.
Member Farina:	Requested to always have hard copies of the Planning Commission packet, a week prior to the meeting. St. Malachy is having breakfast with Santa on December 5 th .
Member Keil:	Happy holidays and happy new year.
Chair Warunek:	Term as chairperson is ending soon. Happy holidays and happy new year.
McKenna:	Will deliver hard copy packets for every meeting from this point forward and happy holidays.
City Attorney:	Happy Holidays and happy new year and encourages everyone to do what they can to stay safe and healthy.

11. ADJOURNMENT:

Motion by Member: FARINA **Support by Member:** KEIL

To: ADJOURN THE MEETING OF DECEMBER 01, 2021 at 8:25 PM

AYES 6 (BARR, CZARNECKI, FARINA, KEIL, PERRY WARUNEK)

NAYS 0

MOTION CARRIED

Audience members: None.



Planning Commission

2021 Annual Planning Report to City Council

City of Fraser, MI

INTRODUCTION AND PURPOSE OF THE PLANNING COMMISSION

As required per the Michigan Planning Enabling Act (MPEA) Act 33 of 2008, as amended, the Planning Commission shall submit a report of its 2021 activities to the Fraser City Council.

“A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”

In addition to fulfilling this requirement, the Annual Report increases information-sharing between staff, boards, commissions, and the governing body and assists with these entities with anticipating, preparing, and budgeting for upcoming priorities.

PLANNING COMMISSION MEMBERSHIP

The following citizens dedicated their time to serving the City of Fraser as Planning Commissioners in 2021:

- Randy Warunek, Chairperson
- Donald Cook, Vice-Chair
- Kenny Perry, Secretary
- Joann Barr
- Kathy Czarnecki
- Frank Farina, ZBA Liaison
- John Keil

PLANNING COMMISSION MEETINGS

The Fraser Planning Commission met seven times in 2021. This meets and exceeds the requirements of the MPEA, which requires a minimum of four meetings annually.

1. Wednesday, January 6, 2021
2. Wednesday, February 3, 2021
3. Wednesday, March 3, 2021
4. Wednesday, May 5, 2021
5. Wednesday, June 2, 2021
6. Wednesday, August 4, 2021
7. Wednesday, December 1, 2021

2021 in Review

The following tables outline the various development reviews (site plan, special land use, etc.) considered by the Planning Commission.

DEVELOPMENT REVIEWS

City ID	Project Type	Location	Description	Status	Date
SP 20-06	Special Land Use & Site Plan Review	34400 Utica Road	1.46 acre Hockeyland outlot development for the construction of two retail buildings, one including a drive-through.	Approved	February 3, 2021
SUB 19-01	Site Plan Amendment Review	Anita Drive SUB parcels 1-10	A site plan amendment to eliminate the required extension of Anita Drive and not develop the easternmost parcel (parcel 5).	Postponed	February 3, 2021
SP 21-01	Site Plan Review	32200 Groesbeck Highway	Building addition on the former bank site to enclose the canopy and utilize as additional storage for Cremation Source business.	Approved	March 3, 2021
SP 21-03	Site Plan Review	33417 Kelly Road	To construct a 5,000 square foot addition to the existing 4,991 square foot building for enclosed warehouse space. Additionally, the site plans included 6 additional parking spaces, a 750 square foot loading area, and additional landscaping in the front yard.	Approved	May 5, 2021
SP 21-04	Special Land Use & Site Plan Amendment Review	34400 Utica Road	To amend previously approved site plan and eliminate the one of the retail buildings. The singular building to be utilized as a Big Boy restaurant with drive-through window.	Approved	June 2, 2021
SP 20-04, SP 20-05	Site Plan Approval Extension	West side of Utica Road, south of Meijer entrance / 35835 Utica Road	In August 2020, the Planning Commission approved two site plan applications, one for a new Autozone development located as an outlot of Meijer, and a second site plan as a revision to the previously approved Meijer site plan. The applicant requested an extension on the site plans to finalize easement and reserved parking documentation.	Approved	August 4, 2021
SP 21-06	Site Plan Amendment Review	33080 Utica Road	to amend the existing site plan to remove 6 existing parking spaces located in front of the building. Those 6 spaces will be replaced with landscaping and an outdoor patio area	Approved	August 4, 2021
SP 21-07	Site Plan Amendment Review	33050 Utica Road	To utilize the former bar and restaurant site for administrative offices for Fraser Eyecare.	Approved	August 4, 2021
SP 21-08	Site Plan Amendment Review	33400 Utica Road	To amend the previously-approved site plan to redevelop an outlot area of Hockeyland and to remove a previous site plan condition that required a combination of all parcels before dividing the outlot. The applicant is proposing to use the same footprint from the previous proposal as an entirely enclosed restaurant (instead of an enclosed restaurant along with an outdoor patio).	Approved	August 4, 2021
SUB 19-01	Site Plan Amendment Review	Anita Drive SUB parcels 1-10	A site plan amendment to eliminate the required extension of Anita Drive and not develop the furthest east parcel (parcel 5). The applicant is required to combine furthest east parcels 4 & 5 and come back for site plan amendment approval.	Postponed	August 4, 2021

* **NOTE:** Site Plan Application 21-02 was rescinded.

ADDITIONAL ACTIVITIES

2021 Master Plan Adoption

Perhaps one of the most significant achievements of the Planning Commission's 2021 work program included the adoption of the 2021 Master Plan. Some of the key highlights and overarching themes of the Plan include:

- Supporting the growth and development of Downtown Fraser
- Envisioning a fully-connected accessible by all modes of transportation
- Encouraging mixed land uses
- Supporting efforts relating to sustainability and Citywide beautification
- Reimagining the future of the Groesbeck Highway Corridor
- Continuing to maintain a high quality of life for residents, visitors, and businesses

The Plan was created under the direction of the Planning Commission, with significant input from City Council. Additionally, residents, businesses, and stakeholders in Fraser had the opportunity to help shape the Plan by submitting comments on a public engagement survey. The Plan was officially adopted by City Council on July 8, 2021.



Looking Ahead: 2022 Work Plan

In the coming year, the following are additional projects the Planning Commission may undertake:

By preserving what Fraser already has, and enhancing those elements that can be improved, the city can continue to afford residents and visitors with a high-quality place to live, work and play.

2021 MASTER PLAN IMPLEMENTATION

Some of the high priority implementation projects as outlined in the 2021 Master Plan include the following:

- **Continuing to develop and maintain the City's sidewalk network.** Throughout the course of 2022, the Planning Commission may encourage the construction and/or repair of sidewalks, especially along major thoroughfares.
- **Business attraction and retention efforts.** The Planning Commission will support business retention and attraction in whatever ways most feasible in 2022. This may include examining the need for a social district, fast-track permitting for outdoor dining facilities, and others.
- **Zoning District update.** Perhaps one of the more significant components of the Master Plan is the Future Land Use Plan recommendations. In 2022, the Planning Commission may consider the

implementation of new districts (and revisions to existing districts) such as Transitional Residential, Central Business District, Central Business District Fringe, and Flex Corridor Overlay District.

SIGN ORDINANCE UPDATE

In 2022, one of the Planning Commission's work program priorities will include an update of the sign ordinance by means of (but not limited to):

- Ensuring compliance with all State laws
- Ensuring compliance with Reed v. Gilbert
- Analyzing allowable sign area regulations for each zoning district
- Utilizing best practices for signage as they relate to Master Plan implementation, especially along major road corridors such as Groesbeck Highway
- Reorganizing the sign regulations chapter in the Ordinance
- And more!

RE-ENERGIZING THE DOWNTOWN DEVELOPMENT AUTHORITY

A significant component of the 2021 Master Plan is the re-organization and re-energization of the City's Downtown Development Authority (DDA) to assist with the growth and development of Downtown Fraser. The DDA must be compliant with PA 57 of 2018. Therefore, at the City Council's discretion, several administrative tasks will need to be completed.

The DDA's anticipated initial responsibilities in 2022 as they relate to Downtown Fraser include (but are not limited to):

1. Update and adopt DDA Bylaws and establish the DDA's mission statement.
2. Verify the DDA boundary.
3. Develop and City Council adoption of a DDA Development Plan and Tax Increment Financing Plan, projecting development projects and project budgets.
4. Determine whether DDA Ordinance requires amendment.



CITY MANAGER

Elaine Leven

CITY CLERK

Cynthia Greenia

City of Fraser

CENTENNIAL COMMUNITY

MAYOR

Michael Carnegie

MAYOR PRO-TEM

Patrice M. Schornak

COUNCIL

Amy Baranski

Kathy Blanke

Patrick O'Dell

Dana Sutherland

David Winowiecki

City of Fraser

Check Disbursement Report

March 10, 2022

EXPENDITURES FOR APPROVAL

101	GENERAL FUND	\$306,182.39
202	MAJOR STREET FUND	\$ 16,424.73
203	LOCAL STREET FUND	\$ 23,694.86
210	AMBULANCE FUND	\$ 3,266.11
211	DISTRICT COURT OPERATIONS FUND	\$ 73,606.03
226	GARBAGE AND RUBBISH COLLECTION	\$ 173.22
270	SENIOR HOUSING	\$100,703.79
401	CAPITAL PROJECTS FUND	\$ 7,680.00
592	WATER & SEWER FUND	\$796,210.82
661	MOTOR POOL	\$ 22,687.01
	VENDOR EXPENDITURES	\$1,350,628.96

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 1/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
02/04/2022	PNC	137550*	AT&T	COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	265	678.46
02/04/2022	PNC	137554	BS&A SOFTWARE	SOFTWARE MAINTENANCE AGREEMENTS	933.000	258	6,461.00
02/04/2022	PNC	137555	BUILDERS FIRSTSOURCE	MATERIALS & SUPPLIES	742.000	269	43.42
02/04/2022	PNC	137556#	C & G NEWSPAPERS	PRINTING AND PUBLISHING	900.000	101	91.32
				PRINTING AND PUBLISHING	900.000	209	148.56
				CHECK PNC 137556 TOTAL FOR FUND 101:			239.88
02/04/2022	PNC	137558*#	CGS, INC.	PROFESSIONAL DEVELOPMENT	910.000	441	2,550.00
02/04/2022	PNC	137561*#	DTE ENERGY COMPANY	ELECTRIC	920.000	266	2,961.84
				ELECTRIC	920.000	448	342.94
				CHECK PNC 137561 TOTAL FOR FUND 101:			3,304.78
02/04/2022	PNC	137567	HALLAHAN & ASSOCIATES, P.C.	PROFESSIONAL SERVICES (LEGAL)	801.800	210	195.00
02/04/2022	PNC	137568	INGERSOLL MECHANICAL, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	265	784.00
02/04/2022	PNC	137569	KENT COMMUNICATIONS, INC.	MAIL OR POSTAGE	851.000	209	2,360.47
02/04/2022	PNC	137570	KIESLER POLICE SUPPLY, INC.	OPERATING SUPPLIES	746.000	301	818.30
				OPERATING SUPPLIES	746.000	301	332.00
				CHECK PNC 137570 TOTAL FOR FUND 101:			1,150.30
02/04/2022	PNC	137573	MACNLOW ASSOCIATES	PROFESSIONAL DEVELOPMENT (PA 302)	910.302	301	375.00
02/04/2022	PNC	137574	MACOMB COUNTY CHAMBER	MEMBERSHIPS	915.000	101	335.00
02/04/2022	PNC	137577	MACOMB WHOLESALE SUPPLY	MATERIALS & SUPPLIES	742.000	269	73.92
02/04/2022	PNC	137578	MI DEPT OF AGRICULTURE	OPERATING SUPPLIES	746.000	301	145.00
02/04/2022	PNC	137579	STATE OF MICHIGAN-DEQ	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	441	3,000.00
02/04/2022	PNC	137580	MICHIGAN STATE POLICE	FEE (SEX OFFENDER REGISTRATION)	816.000	301	30.00

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 2/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
02/04/2022	PNC	137583	OAKLAND COUNTY	COMPUTER SERVICES (CLEMIS)	948.000	301	1,365.25
				COMPUTER SERVICES (CLEMIS)	948.000	301	6,508.75
				CHECK PNC 137583 TOTAL FOR FUND 101:			7,874.00
02/04/2022	PNC	137584*#	OFFICE DEPOT	SUPPLIES	752.000	171	25.69
				SUPPLIES	752.000	171	28.53
				SUPPLIES	752.000	215	17.35
				CHECK PNC 137584 TOTAL FOR FUND 101:			71.57
02/04/2022	PNC	137586*	OTIS ELEVATOR COMPANY	OTHER REPAIRS AND MAINTENANCE	934.000	265	6,675.72
02/04/2022	PNC	137587	ROYAL OAK NAME PLATE CO.	SUPPLIES	752.000	215	10.00
02/04/2022	PNC	137590	SUPPLY DEN	OPERATING SUPPLIES	746.000	301	91.10
02/04/2022	PNC	137591	TELEPHONE SUPPORT SYSTEMS, INC.	COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	258	691.50
02/04/2022	PNC	137592*#	VERIZON	COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	258	40.64
				COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	371	81.28
				COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	441	648.82
				CHECK PNC 137592 TOTAL FOR FUND 101:			770.74
02/04/2022	PNC	137593	WARREN PIPE & SUPPLY CO.	MATERIALS & SUPPLIES	742.000	269	3.55
02/11/2022	PNC	137594	123.NET, INC.	COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	258	479.92
02/11/2022	PNC	137597	AMERICA'S FINEST	SUPPLIES	752.000	371	138.00
02/11/2022	PNC	137598	AMERIGAS-STERLING HEIGHTS	OTHER REPAIRS AND MAINTENANCE	934.000	690	2,582.65
02/11/2022	PNC	137599*	APOLLO FIRE EQUIPMENT	OPERATING SUPPLIES	746.000	301	55.00
02/11/2022	PNC	137600	ASSESSMENT ADMINISTRATION	PROFESSIONAL SERVICES (ASSESSOR)	801.500	209	9,708.33
02/11/2022	PNC	137601	MAYSSA ATTIA	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	136	1,050.00
02/11/2022	PNC	137602	AVALON HOMES LLC	Escrow Fee	283.100	000	346.80
				Application Fee	283.100	000	30.00

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 3/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				Escrow Fee	283.100	000	382.50
				Application Fee	283.100	000	30.00
				Escrow Fee	283.100	000	382.50
				Escrow Fee	283.100	000	431.90
				Escrow Fee	283.100	000	418.30
				CHECK PNC 137602 TOTAL FOR FUND 101:			<u>2,022.00</u>
02/11/2022	PNC	137604	BANK'S VACUUM - SHELBY TWP	OTHER REPAIRS AND MAINTENANCE	934.000	265	9.99
				MATERIALS & SUPPLIES	934.000	265	78.98
				CHECK PNC 137604 TOTAL FOR FUND 101:			<u>88.97</u>
02/11/2022	PNC	137607#	CINTAS CORPORATION #354	MATERIALS & SUPPLIES	742.000	265	81.36
				MATERIALS & SUPPLIES	742.000	269	417.45
				CHECK PNC 137607 TOTAL FOR FUND 101:			<u>498.81</u>
02/11/2022	PNC	137608	DETROIT ENERGY STREET LIGHTS	ELECTRIC (STREET LIGHTING)	920.100	448	19,077.02
02/11/2022	PNC	137611	FRASER PUBLIC LIBRARY	DUE TO LIBRARIES	223.000	000	349.13
02/11/2022	PNC	137612	FRASER PUBLIC LIBRARY	DUE TO LIBRARIES	223.000	000	299.27
02/11/2022	PNC	137613	HENRY FORD HEALTH SYSTEM	MEDICAL PROVIDER SERVICES	843.000	171	325.00
02/11/2022	PNC	137617	KIRK, HUTH, LANGE & BADALAMENTI	CITY ATTORNEY	801.800	210	3,776.55
02/11/2022	PNC	137622	MACOMB WHOLESALE SUPPLY	MATERIALS & SUPPLIES	742.000	265	36.96
02/11/2022	PNC	137623	O'REILLY RANCILIO PC	PROFESSIONAL SERVICES (LEGAL)			** VOIDED **
				PROFESSIONAL SERVICES (LEGAL)			** VOIDED **
				PROFESSIONAL SERVICES (LEGAL)			** VOIDED **
02/11/2022	PNC	137624	OFFICE DEPOT	SUPPLIES	752.000	136	48.19
				SUPPLIES	752.000	136	16.25
				SUPPLIES	752.000	136	11.77
				SUPPLIES	752.000	136	20.18
				SUPPLIES	752.000	136	89.23

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				SUPPLIES	752.000	136	24.99
				SUPPLIES	752.000	136	15.29
				SUPPLIES	752.000	136	16.24
				SUPPLIES	752.000	136	30.94
				SUPPLIES	752.000	136	17.50
				CHECK PNC 137624 TOTAL FOR FUND 101:			<u>290.58</u>
02/11/2022	PNC	137625*#	PHILLIPS SECURITY	SOFTWARE MAINTENANCE AGREEMENTS	933.000	258	297.35
				SOFTWARE MAINTENANCE AGREEMENTS	933.000	258	187.50
				CHECK PNC 137625 TOTAL FOR FUND 101:			<u>484.85</u>
02/11/2022	PNC	137628*#	REINDEL TRUE VALUE	MATERIALS & SUPPLIES	742.000	269	129.36
				MATERIALS & SUPPLIES	742.000	690	155.49
				CHECK PNC 137628 TOTAL FOR FUND 101:			<u>284.85</u>
02/11/2022	PNC	137629	ROSEDALE SOLUTIONS, LLC	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	260	525.00
02/11/2022	PNC	137630	CITY OF ROSEVILLE	MAIL OR POSTAGE	851.000	136	413.45
02/11/2022	PNC	137631	SOUTHEAST MI COURT ADMIN. ASSOC.	PROFESSIONAL DEVELOPMENT	910.000	136	50.00
02/11/2022	PNC	137632	SEWER AND WATER SPECIALIST, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	265	100.00
02/11/2022	PNC	137633	JAMES SHIMKO	PLUMBING INSP.	703.200	371	330.00
02/11/2022	PNC	137635#	STERICYCLE, INC.	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	171	38.03
				PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	209	38.03
				PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	260	38.03
				PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	371	38.03
				CHECK PNC 137635 TOTAL FOR FUND 101:			<u>152.12</u>
02/11/2022	PNC	137636	THOMSON REUTERS - WEST	OPERATING SUPPLIES	746.000	301	300.92
02/11/2022	PNC	137637	TRAFFIC SAFETY ASSOC OF MACOMB CO. MEMBERSHIPS		915.000	301	441.78
02/11/2022	PNC	137639*	VC3, INC.	HARDWARE	985.000	258	3.00
02/11/2022	PNC	137643	WILLIAM CLIFT	PROFESSIONAL DEVELOPMENT	910.000	371	250.00

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 5/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
02/11/2022	PNC	137644	O'REILLY RANCILIO PC	PROFESSIONAL SERVICES (LEGAL)	801.800	210	10,032.82
				PROFESSIONAL SERVICES (LEGAL)	801.800	210	1,190.00
				PROFESSIONAL SERVICES (LEGAL)	801.800	210	84.00
				CHECK PNC 137644 TOTAL FOR FUND 101:			11,306.82
02/18/2022	PNC	137645	123.NET	Escrow Fee	283.100	000	1,000.00
02/18/2022	PNC	137646*#	AEW	Escrow Fee	283.100	000	151.00
				Escrow Fee	283.100	000	151.00
				Escrow Fee	283.100	000	75.50
				PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	265	100.00
				ENGINEERING SERVICES	946.000	441	1,112.00
				CHECK PNC 137646 TOTAL FOR FUND 101:			1,589.50
02/18/2022	PNC	137647	AMY CELL LLC	PROFESSIONAL SERVICES (HR)	801.100	270	12,035.00
02/18/2022	PNC	137649	CINTAS CORPORATION #354	MATERIALS & SUPPLIES	742.000	269	40.94
02/18/2022	PNC	137650*#	CONSUMERS ENERGY	NATURAL GAS	921.000	265	2,434.99
				NATURAL GAS	921.000	266	1,613.52
				NATURAL GAS	921.000	267	333.56
				NATURAL GAS	921.000	269	2,195.72
				CHECK PNC 137650 TOTAL FOR FUND 101:			6,577.79
02/18/2022	PNC	137651	POINTVIEW PRODUCTS LLC	PUBLIC SAFETY - COP PROGRAM	214.400	000	203.99
02/18/2022	PNC	137652	FRASER PUBLIC LIBRARY	DUE TO LIBRARIES	223.000	000	384.43
02/18/2022	PNC	137654	HAWK ANALYTICS	OPERATING SUPPLIES	746.000	301	2,995.00
02/18/2022	PNC	137655*	INGERSOLL MECHANICAL, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	265	438.51
02/18/2022	PNC	137656	MACOMB COUNTY FINANCE DEPARTMENT	COMMUNICIATIONS (VEHICLES)	850.500	301	6,600.00
02/18/2022	PNC	137657#	MCKENNA ASSOCIATES	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	371	7,396.75
				PROFESSIONAL SERVICES (PLANNING)	801.900	801	6,387.50

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 6/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CHECK PNC 137657 TOTAL FOR FUND 101:			13,784.25
02/18/2022	PNC	137658	MI DEPT OF AGRICULTURE	OPERATING SUPPLIES			** VOIDED **
02/18/2022	PNC	137659	MICHIGAN STATE POLICE	FEE (SEX OFFENDER REGISTRATION)	816.000	301	240.00
02/18/2022	PNC	137660	MICHIGAN POLICE TRAINING	TRAINING 302 FUNDS	910.302	301	425.00
02/18/2022	PNC	137661	MUNICIPAL EMERGENCY SERVICES, INC.	OPERATING SUPPLIES	746.000	301	1,534.98
02/18/2022	PNC	137662	O'REILLY RANCILIO PC	PROFESSIONAL SERVICES (LEGAL)	801.800	210	10,008.97
				PROFESSIONAL SERVICES (LEGAL)	801.800	210	322.00
				PROFESSIONAL SERVICES (LEGAL)	801.800	210	238.00
				CHECK PNC 137662 TOTAL FOR FUND 101:			10,568.97
02/18/2022	PNC	137664	SERESA	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	325	148,500.00
02/18/2022	PNC	137665	VC3, INC.	SUPPLIES	752.000	215	11.20
02/18/2022	PNC	137666	WOW INTERNET-CABLE-PHONE	OTHER MISC COMMUNICATIONS (INTERNET)	852.000	258	2,505.62
02/25/2022	PNC	137669	AMERICA'S FINEST	SUPPLIES	752.000	371	95.00
02/25/2022	PNC	137671	BOBS SANITATION SERVICE, INC	OTHER REPAIRS AND MAINTENANCE	934.000	690	190.00
02/25/2022	PNC	137673#	C & G NEWSPAPERS	PRINTING AND PUBLISHING	900.000	209	148.56
				PRINTING AND PUBLISHING	900.000	410	148.56
				CHECK PNC 137673 TOTAL FOR FUND 101:			297.12
02/25/2022	PNC	137675*#	CINTAS CORPORATION #354	MATERIALS & SUPPLIES	742.000	265	81.33
				MATERIALS & SUPPLIES	742.000	265	81.36
				MATERIALS & SUPPLIES	742.000	269	590.88
				CHECK PNC 137675 TOTAL FOR FUND 101:			753.57
02/25/2022	PNC	137681	FRASER PUBLIC LIBRARY	DUE TO LIBRARIES	223.000	000	150.27
02/25/2022	PNC	137682*#	CITY OF FRASER	WATER	918.000	265	42.18
				WATER	918.000	265	229.33

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 7/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				WATER	918.000	266	118.95
				WATER	918.000	267	26.26
				WATER	918.000	269	105.86
				WATER	918.000	690	26.26
				CHECK PNC 137682 TOTAL FOR FUND 101:			<u>548.84</u>
02/25/2022	PNC	137686*#	INGERSOLL MECHANICAL, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	267	621.46
02/25/2022	PNC	137690*#	MACOMB COUNTY FINANCE DEPARTMENT	SUPPLIES	752.000	136	63.60
				SUPPLIES	752.000	171	79.74
				SUPPLIES	752.000	260	11.99
				CHECK PNC 137690 TOTAL FOR FUND 101:			<u>155.33</u>
02/25/2022	PNC	137694	OFFICE DEPOT	SUPPLIES	752.000	171	69.99
02/25/2022	PNC	137695	SARAH MISTRETTA	PROGRAMMING - FARMERS MARKET	882.000	691	48.00
02/25/2022	PNC	137696	SHREDCORP	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	301	60.00
02/25/2022	PNC	137699	SUPPLY DEN	MATERIALS & SUPPLIES	742.000	269	137.24
02/25/2022	PNC	137701	TRI-COUNTY AQUATICS, INC	POND MAINTENACE	930.000	690	285.00
				Total for fund 101 GENERAL FUND			306,182.39

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 8/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET FUND							
02/04/2022	PNC	137560	DETROIT SALT COMPANY	WINTER MAINTENANCE - STREETS	872.000	463	9,105.47
02/04/2022	PNC	137575	MACOMB COUNTY DEPARTMENT OF ROADS	TRAFFIC SERVICES - STREETS	871.000	463	430.55
02/11/2022	PNC	137609*	DETROIT SALT COMPANY	WINTER MAINTENANCE - STREETS	872.000	463	4,561.38
				WINTER MAINTENANCE - STREETS	872.000	463	2,327.33
				CHECK PNC 137609 TOTAL FOR FUND 202:			<u>6,888.71</u>
				Total for fund 202 MAJOR STREET FUND			16,424.73

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 9/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET FUND							
02/11/2022	PNC	137609*	DETROIT SALT COMPANY	WINTER MAINTENANCE - STREETS	872.000	463	2,322.78
02/11/2022	PNC	137610	FALCON ASPHALT REPAIR EQUIPMENT	PRESERVATION - STREETS	870.000	463	835.85
02/11/2022	PNC	137640	WASHINGTON ELEVATOR CO., INC	TRAFFIC SERVICES - STREETS	872.000	463	742.50
02/18/2022	PNC	137646*#	AEW	ENGINEERING SERVICES	946.000	463	8,040.00
02/25/2022	PNC	137674	CADILLAC ASPHALT, LLC	STREET REHABILITATION	989.000	463	4,840.00
02/25/2022	PNC	137678	DETROIT SALT COMPANY	WINTER MAINTENANCE - STREETS	872.000	463	4,641.46
				WINTER MAINTENANCE - STREETS	872.000	463	2,272.27
				CHECK PNC 137678 TOTAL FOR FUND 203:			<u>6,913.73</u>
				Total for fund 203 LOCAL STREET FUND			23,694.86

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 10/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 210 AMBULANCE FUND							
02/04/2022	PNC	137552	BOUND TREE MEDICAL	OPERATING SUPPLIES	746.000	301	500.01
				OPERATING SUPPLIES	746.000	301	2.50
				CHECK PNC 137552 TOTAL FOR FUND 210:			<u>502.51</u>
02/04/2022	PNC	137572	LINDE GAS & EQUIPMENT, INC.	OPERATING SUPPLIES	746.000	301	345.41
02/11/2022	PNC	137595	ACCUMED BILLING, INC	PROFESSIONAL SERVICES - ACCUMED	801.200	301	1,439.32
02/11/2022	PNC	137599*	APOLLO FIRE EQUIPMENT	OPERATING SUPPLIES	746.000	301	292.82
02/11/2022	PNC	137605	BASIL GAYOS	AMBULANCE TRANSPORT FEES	638.000	000	390.00
02/25/2022	PNC	137670	ANNA S. POOLE	AMBULANCE TRANSPORT FEES	638.000	000	108.00
02/25/2022	PNC	137683	GLOWORKS	AUTISTIC TOYS FOR EMS CALLS	746.000	301	128.40
02/25/2022	PNC	137688	LINDE GAS & EQUIPMENT, INC.	OPERATING SUPPLIES	746.000	301	59.65
				Total for fund 210 AMBULANCE FUND			3,266.11

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 11/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 211 DISTRICT COURT OPERATIONS FUND							
02/04/2022	PNC	137553	BRIGHT IDEAS	DISTRICT COURT OPERATIONS	264.000	000	4,235.23
02/11/2022	PNC	137603	AXON ENTERPRISE, INC.	DISTRICT COURT OPERATIONS	264.000	000	23,895.00
02/11/2022	PNC	137626	POINT SECURITY, INC.	DISTRICT COURT OPERATIONS	264.000	000	975.90
				DISTRICT COURT OPERATIONS	264.000	000	10,305.00
				DISTRICT COURT OPERATIONS	264.000	000	34,060.00
				DISTRICT COURT OPERATIONS	264.000	000	134.90
				CHECK PNC 137626 TOTAL FOR FUND 211:			<u>45,475.80</u>
				Total for fund 211 DISTRICT COURT OPERATIONS FUND			73,606.03

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 226 GARBAGE AND RUBBISH COLLECTION FUND							
02/04/2022	PNC	137582*	NOTARIANNI, VICTORIA	RECYCLING	033.000	000	165.33
02/25/2022	PNC	137697*	SNYDER, SHIRLEY	RECYCLING	033.000	000	7.89
				Total for fund 226 GARBAGE AND RUBBISH COLLECTION			173.22

03/03/2022 08:43 AM
User: CAROLYNN
DB: Fraser

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 13/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 SENIOR HOUSING							
02/04/2022	PNC	137550*	AT&T	COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	265	181.98
02/04/2022	PNC	137561*#	DTE ENERGY COMPANY	ELECTRIC	920.000	265	30.25
02/04/2022	PNC	137562	E CARPETDIRECT, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	265	2,883.00
02/04/2022	PNC	137565	GMT POWER, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	265	858.75
02/04/2022	PNC	137576	MACOMB MECHANICAL, INC	OTHER REPAIRS AND MAINTENANCE	934.000	265	4,373.00
02/04/2022	PNC	137586*	OTIS ELEVATOR COMPANY	OTHER REPAIRS AND MAINTENANCE	934.000	265	1,524.96
02/04/2022	PNC	137589	SPECTRON ELECTRIC	OTHER REPAIRS AND MAINTENANCE	934.000	265	503.62
02/04/2022	PNC	137592*#	VERIZON	COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	265	81.28
02/11/2022	PNC	137615	INGRAM WHOLESALE SIDING	OTHER REPAIRS AND MAINTENANCE	934.000	265	6.12
02/11/2022	PNC	137619	LISA PETTYES	ESCROW - SECURITY DEPOSITS	291.000	000	580.00
02/11/2022	PNC	137621	MACOMB MECHANICAL, INC	OTHER REPAIRS AND MAINTENANCE	934.000	265	3,427.00
02/11/2022	PNC	137625*#	PHILLIPS SECURITY	OTHER REPAIRS AND MAINTENANCE	934.000	265	1,415.99
02/11/2022	PNC	137628*#	REINDEL TRUE VALUE	OTHER REPAIRS AND MAINTENANCE	934.000	265	404.12
02/11/2022	PNC	137638	USA CARPET CARE AND DYE	OTHER REPAIRS AND MAINTENANCE	934.000	265	220.00
02/18/2022	PNC	137650*#	CONSUMERS ENERGY	NATURAL GAS	921.000	265	1,151.79
02/18/2022	PNC	137655*	INGERSOLL MECHANICAL, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	265	1,409.44
02/25/2022	PNC	137672	BRIGHTER CLEANING SERVICES LLC	OTHER REPAIRS AND MAINTENANCE	934.000	265	90.00
02/25/2022	PNC	137675*#	CINTAS CORPORATION #354	MATERIALS & SUPPLIES	742.000	265	18.93
02/25/2022	PNC	137677	D & S CONTRACTORS, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	265	74,092.00

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CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 14/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 270 SENIOR HOUSING							
02/25/2022	PNC	137682*#	CITY OF FRASER	WATER	918.000	265	2,999.41
02/25/2022	PNC	137684	GREAT LAKES PEST CONTROL CO. INC	OTHER REPAIRS AND MAINTENANCE	934.000	265	250.00
02/25/2022	PNC	137686*#	INGERSOLL MECHANICAL, INC.	OTHER REPAIRS AND MAINTENANCE	934.000	265	2,590.39
02/25/2022	PNC	137687	JOHNSON CONTROLS	OTHER REPAIRS AND MAINTENANCE	934.000	265	720.10
				OTHER REPAIRS AND MAINTENANCE	934.000	265	(704.10)
				CHECK PNC 137687 TOTAL FOR FUND 270:			<u>16.00</u>
02/25/2022	PNC	137689	LOOK PROFESSIONAL PAINTING	OTHER REPAIRS AND MAINTENANCE	934.000	265	905.00
02/25/2022	PNC	137690*#	MACOMB COUNTY FINANCE DEPARTMENT	MATERIALS & SUPPLIES	742.000	265	31.88
02/25/2022	PNC	137691	MACOMB MECHANICAL, INC	OTHER REPAIRS AND MAINTENANCE	934.000	265	658.88
				Total for fund 270 SENIOR HOUSING			100,703.79

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CHECK DISBURSEMENT REPORT FOR CITY OF FRASER

CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 15/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 401 CAPITAL PROJECTS FUND							
02/11/2022	PNC	137639*	VC3, INC.	CAPITAL OUTLAY - INFORMATION TECHNOLOGY	972.000	258	7,680.00
Total for fund 401 CAPITAL PROJECTS FUND							7,680.00

CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
 CHECK DATE FROM 02/02/2022 - 02/28/2022

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER AND SEWER FUND							
02/04/2022	PNC	137551	AUDIO SENTRY CORPORATION	OTHER REPAIRS AND MAINTENANCE (LIFT ST)	934.500	527	47.50
02/04/2022	PNC	137557	CADILLAC ASPHALT, LLC	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	1,837.70
02/04/2022	PNC	137558*#	CGS, INC.	PROFESSIONAL DEVELOPMENT	910.000	526	1,450.00
02/04/2022	PNC	137559	CORE & MAIN LP	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	342.84
				OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	599.25
				CHECK PNC 137559 TOTAL FOR FUND 592:			942.09
02/04/2022	PNC	137563	FERGUSON WATERWORKS	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	761.000	526	18,684.00
02/04/2022	PNC	137566#	GREAT LAKES WATER AUTHORITY	WATER (GREAT LAKES WATER AUTHORITY)	918.500	526	101,972.19
				SEWAGE	917.000	527	4,938.30
				CHECK PNC 137566 TOTAL FOR FUND 592:			106,910.49
02/04/2022	PNC	137581	CITY OF MT. CLEMENS	OTHER REPAIRS AND MAINTENANCE	934.000	526	400.00
02/04/2022	PNC	137582*	NOTARIANNI, VICTORIA	WATER COMMODITY	642.100	000	2,170.08
				WATER READY TO SERVE	642.200	000	1,500.84
				SEWER COMMODITY	642.300	000	4,134.24
				SEWER READY TO SERVE	642.400	000	999.90
				METER REPLACEMENT	642.500	000	99.00
				CHECK PNC 137582 TOTAL FOR FUND 592:			8,904.06
02/04/2022	PNC	137584*#	OFFICE DEPOT	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	188.15
02/04/2022	PNC	137588	SEHI COMPUTER SERVICES, INC	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	690.69
02/04/2022	PNC	137592*#	VERIZON	COMMUNICATIONS (TELEPHONE, CELL, PHONE)	850.000	526	156.67
02/11/2022	PNC	137606	CHRISTIAN CONCRETE CUTTING INC.	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	325.00
02/11/2022	PNC	137614	HYDRO METER SYSTEMS, INC	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	526	3,083.00
02/11/2022	PNC	137616	KENNEDY INDUSTRIES INC	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	451.50

03/03/2022 08:43 AM
User: CAROLYNN
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CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 17/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER AND SEWER FUND							
02/11/2022	PNC	137620#	MACOMB COUNTY PUBLIC WORKS COMM	2010 NORTH GRATIOT DRAINAGE DISTRICT	303.200	000	1,333.26
				CLINTONDALE PUMP STATION DEBT	305.100	000	50,765.63
				NORTH GRATIOT REFUNDING	305.400	000	16,718.46
				2017A MID DRAINAGE DISTRICT REFUNDING	305.550	000	112,260.78
				2017A MID DRAINAGE DISTRICT SINKHOLE	305.600	000	65,641.68
				SEWAGE	917.000	527	232,667.00
				INTEREST EXPENSE	992.000	527	55,071.69
				INTEREST EXPENSE	992.000	527	52,786.20
				INTEREST EXPENSE	992.000	527	(301.32)
				INTEREST EXPENSE	992.000	527	708.58
				INTEREST EXPENSE	992.000	527	4,792.30
				INTEREST EXPENSE	992.000	527	16,228.08
				INTEREST EXPENSE	992.000	527	1,132.38
				PAYING AGENT FEES	993.000	527	22.56
				PAYING AGENT FEES	993.000	527	8.57
				PAYING AGENT FEES	993.000	527	0.26
				PAYING AGENT FEES	993.000	527	1.05
				PAYING AGENT FEES	993.000	527	9.85
				PAYING AGENT FEES	993.000	527	10.52
				CHECK PNC 137620 TOTAL FOR FUND 592:			609,857.53
02/11/2022	PNC	137627	PRODUCT & TOOLING TECH INC	WATER COMMODITY	642.100	000	32.88
				WATER COMMODITY	642.100	000	16.44
				WATER COMMODITY	642.100	000	10.96
				WATER READY TO SERVE	642.200	000	60.62
				WATER READY TO SERVE	642.200	000	60.62
				WATER READY TO SERVE	642.200	000	60.62
				SEWER COMMODITY	642.300	000	62.64
				SEWER COMMODITY	642.300	000	31.32
				SEWER COMMODITY	642.300	000	20.88
				SEWER READY TO SERVE	642.400	000	40.41
				SEWER READY TO SERVE	642.400	000	40.41
				SEWER READY TO SERVE	642.400	000	40.41
				METER REPLACEMENT	642.500	000	1.00
				METER REPLACEMENT	642.500	000	1.00

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CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 18/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER AND SEWER FUND				METER REPLACEMENT	642.500	000	1.00
				CHECK PNC 137627 TOTAL FOR FUND 592:			<u>481.21</u>
02/11/2022	PNC	137628*#	REINDEL TRUE VALUE	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	74.40
02/11/2022	PNC	137642#	WHITLOCK BUSINESS SYSTEMS	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	526	294.00
				PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	527	294.00
				CHECK PNC 137642 TOTAL FOR FUND 592:			<u>588.00</u>
02/18/2022	PNC	137646*#	AEW	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	526	512.00
				PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	526	1,861.50
				ENGINEERING SERVICES	946.000	526	1,617.00
				CAPITAL OUTLAY (WATER SYSTEM)	972.000	526	14,572.50
				PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	527	1,973.90
				PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	527	2,500.00
				ENGINEERING SERVICES	946.000	527	5,675.00
				CHECK PNC 137646 TOTAL FOR FUND 592:			<u>28,711.90</u>
02/18/2022	PNC	137648	CAPITAL ONE PUBLIC FUNDING, LLC	INTEREST EXPENSE	992.000	527	2,595.07
02/18/2022	PNC	137663	PARAGON LABORATORIES	PROFESSIONAL AND CONTRACTUAL SERVICES	801.000	526	184.00
02/25/2022	PNC	137676	CORE & MAIN LP	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	589.34
				OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	514.26
				OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	3,483.13
				CHECK PNC 137676 TOTAL FOR FUND 592:			<u>4,586.73</u>
02/25/2022	PNC	137682*#	CITY OF FRASER	WATER	918.000	526	16.16
02/25/2022	PNC	137685	GREAT LAKES WATER AUTHORITY	SEWAGE	917.000	527	4,938.30
02/25/2022	PNC	137697*	SNYDER, SHIRLEY	WATER COMMODITY	642.100	000	25.89
				SEWER COMMODITY	642.300	000	49.33
				CHECK PNC 137697 TOTAL FOR FUND 592:			<u>75.22</u>

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CHECK DISBURSEMENT REPORT FOR CITY OF FRASER

CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 19/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER AND SEWER FUND							
02/25/2022	PNC	137703	WARREN PIPE & SUPPLY CO.	OPERATING SUPPLIES (MATERIALS&SUPPLIES)	752.100	526	31.45
Total for fund 592 WATER AND SEWER FUND							796,210.82

03/03/2022 08:43 AM
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CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 20/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 661 MOTOR POOL							
02/04/2022	PNC	137564	FISHER AUTO PARTS, INC	OTHER REPAIRS AND MAINTENANCE	934.000	249	285.90
				OTHER REPAIRS AND MAINTENANCE	934.000	249	(36.00)
				CHECK PNC 137564 TOTAL FOR FUND 661:			249.90
02/04/2022	PNC	137571	LESLIE TIRE SERVICE, INC.	VEHICLE REPAIRS AND MAINTENANCE	932.000	249	1,001.00
02/04/2022	PNC	137585	OSCAR W. LARSON CO.	OTHER REPAIRS AND MAINTENANCE	934.000	249	2,324.54
02/11/2022	PNC	137596	INTERSTATE BILLING SERVICES INC.	EQUIPMENT REPAIRS	931.000	249	1,059.16
02/11/2022	PNC	137618	L419 SUBURBAN FORD OF STERLING HTS	VEHICLE REPAIRS AND MAINTENANCE	932.000	249	1,443.30
02/11/2022	PNC	137628*#	REINDEL TRUE VALUE	OTHER REPAIRS AND MAINTENANCE	934.000	249	19.46
02/11/2022	PNC	137634	SPENCER OIL COMPANY	GASOLINE	759.000	249	4,397.05
02/11/2022	PNC	137641	WEINGARTZ	EQUIPMENT REPAIRS	931.000	249	160.22
				EQUIPMENT REPAIRS	931.000	249	98.97
				EQUIPMENT REPAIRS	931.000	249	23.52
				EQUIPMENT REPAIRS	931.000	249	39.95
				CHECK PNC 137641 TOTAL FOR FUND 661:			322.66
02/18/2022	PNC	137653	HALT FIRE	VEHICLE REPAIRS AND MAINTENANCE	932.000	249	663.49
02/25/2022	PNC	137667	AIRGAS USA, LLC	OTHER REPAIRS AND MAINTENANCE	934.000	249	56.16
				OTHER REPAIRS AND MAINTENANCE	934.000	249	61.40
				OTHER REPAIRS AND MAINTENANCE	934.000	249	95.18
				CHECK PNC 137667 TOTAL FOR FUND 661:			212.74
02/25/2022	PNC	137668	INTERSTATE BILLING SERVICES INC.	VEHICLE REPAIRS AND MAINTENANCE	931.000	249	1,109.79
02/25/2022	PNC	137679	FISHER AUTO PARTS, INC	VEHICLE REPAIRS AND MAINTENANCE	932.000	249	3.84
02/25/2022	PNC	137680	FRASER AUTO BODY, INC	VEHICLE REPAIRS AND MAINTENANCE	932.000	249	285.00
02/25/2022	PNC	137692	MACOMB WHOLESALE SUPPLY	OTHER REPAIRS AND MAINTENANCE	934.000	249	179.88
02/25/2022	PNC	137693	MOTION & CONTROL ENTERPRISES, LLC	VEHICLE REPAIRS AND MAINTENANCE	932.000	249	64.35

03/03/2022 08:43 AM
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CHECK DISBURSEMENT REPORT FOR CITY OF FRASER
CHECK DATE FROM 02/02/2022 - 02/28/2022

Page 21/21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 661 MOTOR POOL							
02/25/2022	PNC	137698	SPENCER OIL COMPANY	DIESEL FUEL	758.000	249	4,952.91
				GASOLINE	759.000	249	3,491.40
				CHECK PNC 137698 TOTAL FOR FUND 661:			8,444.31
02/25/2022	PNC	137700	TRACTION-GENUINE PARTS CO	EQUIPMENT REPAIRS	932.000	249	206.16
02/25/2022	PNC	137702	VANGUARD ENTERPRISES, INC.	VEHICLE REPAIRS AND MAINTENANCE	932.000	249	700.38
				Total for fund 661 MOTOR POOL			22,687.01
			TOTAL - ALL FUNDS				1,350,628.96

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



CITY MANAGER

Elaine Leven

CITY CLERK

Cynthia Greenia

City of Fraser

CENTENNIAL COMMUNITY

MAYOR

Michael Carnagie

MAYOR PRO-TEM

Patrice M. Schornak

COUNCIL

Amy Baranski

Kathy Blanke

Patrick O'Dell

Dana Sutherland

David Winowiecki

To: City Manager Leven

From: City Clerk Greenia

Date: 3/2/2022

Re: Budget Process Meeting Dates

City Council will need to adopt a timeline to facilitate the budget process for FY22/23. This process includes consideration of the following:

FY 22/23 Budgets

FY 22/23 Millage Rates to Support Budget

FY 22/23 SAD for Police and Fire

FY 22/23 Water and Sewer Rates

Below are the dates I am recommending City Council approve for this process:

March 10, 2022	Set Public Hearing Dates
March 30, 2022	Provide Public Hearing Notice to Newspaper (4/1/22 alternate date should we use different paper)
March 31, 2022	Budget Workshop, 5:30pm (alternate date 4/1/22)
April 14, 2022	Conduct Public Hearings
May 12, 2022	Consideration of Approval of the Budget and associated materials, including the FY 22/23 Fee Schedule



CITY MANAGER

Elaine Leven

CITY CLERK

Cynthia Greenia

City of Fraser

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Dana Sutherland

David Winowiecki

RESOLUTION # 2022-005

At a regular meeting of the Fraser City Council held on Thursday, March 10, 2022 at 6:30 p.m. the following Resolution was offered by Council Member _____ and supported by Council Member _____

BE IT RESOLVED THAT:

In regards to CONTRACT No. 22-5042, Control Section STU 50000, Job Number 206703CON

by and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION
and the
CITY OF FRASER, 33000 GARFIELD, FRASER, MI 48026

that Elaine Leven, City Manager of the City of Fraser, is authorized to sign the contract on behalf of the City.

AYES:

NAYS:

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution made and adopted at a regular meeting of the City of Fraser City Council held on Thursday, March 10, 2021 at 6:30 p.m.

Cynthia L. Greenia, Clerk
City of Fraser

(ADVANCE CONSTRUCTION CONTRACT)
STP

	DA
Control Section	STU 50000
Job Number	206703CON
Project	22A0287
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5042

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF FRASER, 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 Fraser, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 16, 2022, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Concrete pavement repairs along Klein Road from Garfield Road to 15 Mile Road, including joint and crack sealing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Concrete pavement repair in the parking lane and audio-visual recording along the limits as described in PART A

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 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 PROJECT work shall be performed as an advance construction PROJECT and 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 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.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost

associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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

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

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

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

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

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

PART A

The PART A portion of the PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

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

PART B

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

Any items of PROJECT COST 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:

\$250,000

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within thirty (30) 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 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 30 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.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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

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

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

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 Michigan Department of Environment, Great Lakes, and Energy, 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 Michigan Department of Environment, Great Lakes, and Energy 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 et seq., as amended.

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

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

17. The 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.

18. 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.

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

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

20. 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 as written below.

CITY OF FRASER

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 16, 2022

EXHIBIT I

CONTROL SECTION	STU 50000
JOB NUMBER	206703CON
PROJECT	22A0287

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$293,000	\$ 5,800	\$298,800

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$293,000	\$ 5,800	\$298,800
Less Federal Funds (Advance Construction)			
Future Fiscal Year*	<u>\$239,820</u>	<u>\$ 0</u>	<u>\$239,820</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$ 53,180	\$ 5,800	\$ 58,980

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

DEPOSIT (Min Deposit of Advance Construction Portion PART A - \$293,000)	\$250,000
(NONE REQUIRED - PART B)	<u>\$ 0</u>
	\$250,000

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

February 21, 2022

Elaine Leven, City Manager
City of Fraser
33000 Garfield Road
Fraser, Michigan 48026

Reference: Letter of Recommendation for Contract Award

Valve Exercising and Condition Assessment Program
AEW Project No. 0190-0472

Dear Ms. Leven:

On Wednesday, February 2, 2022, one (1) bid was received for the project referenced above. Our office has checked the bid tabulation and a copy is attached for your use. The low bidder is Pure Technologies U.S. Inc./dba Wachs Water Services with a total bid amount of \$42,078.60.

It's our understanding that \$100,000 of the \$137,000 budgeted line item for water regulatory compliance was allocated for this program as part of the City's ongoing efforts to maintain water system regulatory compliance. The project scope as bid included the 750 valves on the City water system. Based on the available budget and bids received, the Department of Public Works has requested that the work scope be expanded to include the 824 hydrant auxiliary valves on the City water system. The low bidder agreed to honor their bid unit prices for this work, which would amount to an additional \$37,739.20.

We have worked with Wachs Water Services on similar projects in nearby communities and are satisfied with their performance.

Based on our experience and bids submitted, we recommend awarding a contract for the **Valve Exercising and Condition Assessment Program** to **Pure Technologies U.S. Inc./dba Wachs Water Services**, 8920 State Route 108 Suite D, Columbia, MD 21045 in the amount of **\$79,817.80**.

If you have any questions or need additional information, please advise.



Elaine Leven
February 21, 2022
Page 2

Sincerely,

Michael A. Vigneron, PE

Enclosure: Bid Tabulation

cc: Mark Ragsdale, DPW Superintendent
Sarah Mistretta, Assistant City Manager/Finance Director

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TABULATION OF BIDS
City of Fraser
VALVE EXERCISING AND
CONDITION ASSESSMENT PROGRAM
AEW PROJECT NO. 0190-0472

DATE: 2/2/2022
TIME: 10:00 AM

Prepared by Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

BIDDER RANKING

<i>RANK</i>	<i>BIDDER'S NAME</i>	<i>TOTAL BID</i>
1	Pure Technologies U.S. Inc. D/B/A Wachs Water Services	\$ 42,078.60



TABULATION OF BIDS

City of Fraser

VALVE EXERCISING AND
CONDITION ASSESSMENT PROGRAM
AEW PROJECT NO. 0190-0472

Pure Technologies U.S. Inc.
D/B/A Wachs Water Services
{Low Bidder Address}
{Low Bidder Address}

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1.	Bonds, Insurance and Initial Setup Expense (Max 3% of Contract)	1	LSUM	100.00	100.00
2.	< 16" Valve Exercising & Condition Assessment	732	Ea	45.80	33,525.60
3.	> 16" Valve Exercising & Condition Assessment	18	Ea	148.50	2,673.00
4.	Deliverables	1	LSUM	780.00	780.00
5.	Traffic Control Allowance	5000	Dir	1.00	5,000.00
TOTAL AMOUNT BID				\$	42,078.60



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

March 2, 2022

Elaine Leven, City Manager
City of Fraser
33000 Garfield Road
Fraser, MI 48026

Reference: Proposal for Professional Services
City Hall HVAC Improvements

Dear Ms. Leven:

We are pleased to submit to you our proposal to prepare plans, specifications and provide contract administration services on the above referenced project.

Understanding of the Project

We understand the City has reviewed the City Hall HVAC condition assessment report prepared by Peter Basso Associates, Inc. (PBA) and has directed City Administration to proceed with bid document preparation for Option 2 and Option 3 as summarized below:

Option 2:

- Replace RTU-1, 2, 3, 4, and 5 rooftop units.
- Convert RTU-1, 2, 4, and 5 into variable air volume units by removing the bypass dampers, controls, and associated components.
- Replace the temperature control system with direct digital, BACNET compatible temperature control system.

Option 3:

- Replace and repair equipment and components installed in the hot water heating system.
- Replace all unions in the hot water heating piping system.
- Provide pipe insulation on heating hot water system.
- Replace secondary heating pumps and accessories.

The opinion of probable construction cost for these options was anticipated to range between \$430,000 to \$490,000 at the time the report was prepared in Fall 2021.



Elaine Leven
March 2, 2022
Page 2

We understand the construction work would ideally occur during early fall 2022 to minimize need for either heat or air conditioning while system renovations are occurring.

Scope of Services

Based upon the findings in the PBA report and our understanding of the proposed project, we propose to furnish the following services:

Design Phase

AEW

- Verify existing building and roof plans, prepare CAD files
- Prepare front end bid specifications
- Prepare technical building specifications (if required)
- Attend pre-bid meeting and respond to bidder inquiries
- Attend bid opening, evaluate bids and provide recommendation

PBA

- Prepare mechanical, electrical, and plumbing (MEP) plans associated with the project requirements.
- Prepare MEP system bid specifications
- Respond to bidder inquiries
- Evaluate bids and assist with recommendation.

Construction Phase

AEW

- Write construction contract
- Attend preconstruction meeting
- Respond to RFI's and review pay applications

PBA

- Attend preconstruction meeting
- Attend progress meetings (attend 4 in person and/or as many as required via Microsoft Teams, Zoom, or similar platform).
- Shop drawing review
- Owner/contractor coordination
- Review closeout documents



Elaine Leven
March 2, 2022
Page 3

Project Schedule

AEW is prepared to commence preparation of bid documents immediately upon notice to proceed. We propose the following tentative schedule:

Milestone	Date(s)	Timeframe
Design Awarded	March 10, 2022	
Design Development	March 11 – April 8, 2022	3 - 4 weeks
40% Owner Review	April 4 – April 8, 2022	1 week
Construction Documents	April 11 – April 22, 2022	2 weeks
Final Owner Review	April 25 – April 29, 2022	1 week
Advertise for Bids	May 2 – May 25, 2022	3 weeks
Bids Due	May 25, 2022	
Construction Contract Award	June 9, 2022	
Construction Duration	July 2022 – Nov. 2022	14 - 16 weeks *
Balancing and Closeout	Nov. 2022	2 weeks

* Construction duration includes anticipated equipment lead times. We are aware that current equipment lead times can vary from 2-6 months from the date of ordering. These lead times are outside of our control.

Fee for Professional Services

We propose that the architectural/engineering fees for this project be as follows:

- 1) Design Phase
We propose to complete the design phase services for a lump sum (fixed fee) of \$42,600.00.
- 2) Construction Phase
We propose to complete the construction phase services for a lump sum (fixed fee) of \$11,900.00.

Any additional services will be provided on an hourly basis according to our rate schedule effective for the period in which the work is performed.

Opinions of Probable Cost

Opinions of probable construction cost provided represent AEW's best judgment as a design professional familiar with the industry. However, it is recognized that



Elaine Leven
March 2, 2022
Page 4

AEW has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Therefore, AEW does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions of probable cost prepared in any manner by our firm.

A summary of the estimated project costs are as follows:

Opinion of Probable Construction Cost:	
Option 2	\$375,000 - \$405,000
Option 3	\$55,000 - \$85,000 *
Design Phase A/E	\$ 42,600.00
Construction Phase A/E	\$ 11,900.00
Contingencies (5%)	<u>\$ 24,500.00</u>
Estimated Total	\$509,000 – 569,000

* Option 3 could be bid as an "add alternate"

If you have any questions or require any additional information, please advise. We will await your authorization.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Michael A. Vigneron, PE
Director of Engineering

Signature

Scott Lockwood, PE
Executive Vice President

Printed Name, Title

Enclosure: Hourly Rate Schedule

Date

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**EXHIBIT "A"****HOURLY CHARGE RATE**

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE CHARGE</u>
PRINCIPAL ENGINEER/SURVEYOR/ARCHITECT	\$ 100.00
SENIOR PROJECT ENGINEER/SURVEYOR/ARCHITECT	100.00
LICENSED ENGINEER/SURVEYOR/ARCHITECT	100.00
GRADUATE ENGINEER/SURVEYOR/ARCHITECT	81.00
TEAM LEADER	81.00
ENGINEERING AIDE III	67.00
ENGINEERING AIDE II	61.00
ENGINEERING AIDE I	56.00
ENGINEERING AIDE TRAINEE	39.00
SECRETARIAL (SPECIAL PROJECTS)	33.00
SURVEY FIELD (3 PERSON)	163.00
SURVEY FIELD (2 PERSON)	137.00
CONFINED SPACE ENTRY CREW	185.00
DATA COLLECTOR (SURVEY CREW)	21.00
COMPUTER SYSTEM	11.00
GPS SURVEY EQUIPMENT	56.00

EFFECTIVE JULY 1, 2005

Breaking Barriers to Play Coalition – Proposal for Family Centered Recreation

Project Overview

With continued disinvestments and shrinking tax bases, many communities in southeast Michigan have been forced to cut recreational programming from municipal budgets. This has put youth sports and recreational activities further out of reach for many families. At the same time, research shows a direct link between physically active communities and improved health outcomes, increased property values, and higher quality of life. To navigate these opposing positions, it is more important than ever to find creative solutions to investing in recreation and public spaces.



Since 2019, Advancing Macomb has been working with a coalition of partners in the greater Mount Clemens area to increase access to recreation as a strategy to improve health outcomes for low to moderate income communities. We began the coalition in 2019 with the Project Play Sport Port initiative in

conjunction with Community Foundation for Southeast MI. This pilot program was developed from the Aspen Institute's State of Play for Southeast MI report.

This report highlighted that only 13% of youth in Southeast MI reach the recommended 1 hour of physical activity per day. It also found that while 19% of youth from the lowest-income households are active to the level recommended by the CDC, kids from that income level are **3.6x more likely** than youth from the highest-income households to be active **zero days** during the week, and much less likely to be active through sport.

Our collaborative approach, with Advancing Macomb acting as a backbone and the collective participation of the city, public library, community organizers, and youth development organizations, produced valuable outcomes and lessons learned for the region and beyond. As a result, we are scaling the concept to broaden impact through a coalition effort called **Breaking Barriers to Play**.

Breaking Barriers to Play Program Summary

- Coalition of youth recreation nonprofits, municipalities, schools, coaches, youth and parents with Advancing Macomb as a backbone administrator.
- Focus: increasing physical activity for youth and families through sports sampling, non-traditional sports programming, and administering in-town recreational leagues at low cost to participants.
- Funding strategy combines municipal, corporate, and philanthropic support and low-cost user fees.
- Revenue will cover administrative support: wages, insurance, and supplies. Equipment from the initial Sport Port grant will continue to be used. Additional equipment will be acquired from donations and fundraising. Programming support will be done in partnership with youth sports organizations that are part of the collaborative.
- Initial programming focused on Mount Clemens, Fraser and Harrison Township with plans to expand to other interested communities including (but not limited to) Clinton Township, Centerline, Roseville, Eastpointe and Warren.
- Estimated total funding needs: \$150,000 per year for 2 years. Revenue breakdown includes: 40% municipal contract fees, 20% corporate support, 5% user fees, 35% philanthropic support.
- During this 2-year period, we will collect data and use action learning to scale the program to other communities.

THE 8 PLAYS

*The Aspen Institute's seminal 2015 report, **Sport for All, Play for Life: A Playbook to Get Every Kid in the Game**, identifies eight strategies ("plays") that can get and keep all kids active through sport—regardless of zip code or ability. On the pages that follow are five findings from around Southeast Michigan related to each "play." The report uses the icons below to identify when a finding is most directly applicable to the urban core, suburban neighborhoods, and rural communities, respectively.*

1. ASK KIDS WHAT THEY WANT
2. REINTRODUCE FREE PLAY
3. ENCOURAGE SPORT SAMPLING
4. REVITALIZE IN-TOWN LEAGUES
5. THINK SMALL
6. DESIGN FOR DEVELOPMENT
7. TRAIN ALL COACHES
8. EMPHASIZE PREVENTION

For more on the framework and each play, see the Project Play report at <http://youthreport.projectplay.us>.



URBAN



SUBURBAN



RURAL

Scope of Work

Advancing Macomb is seeking to contract with the City of Fraser to provide an entire 40-week recreational program including administrative capacity. This administrative work includes raising additional revenue through grant writing, convening program partners, recruiting participants, scheduling and logistics, reporting, facility rental and other necessary agreements.

Collaboration is the at the core of this initiative. Continuing the success of the Sport Port program, Advancing Macomb will be the administrator, fiduciary and backbone organization for the Breaking Barriers to Play Coalition working with various cross sector partners including municipalities, school districts, nonprofits and youth sports organizations. While we are continuing to grow the current coalition, we have interest from the City of Mount Clemens, City of Fraser, Harrison Township, Clinton Township, Mount Clemens Public Schools, Clintondale Public Schools, TCB Youth Mentoring, CARE of Southeastern MI, LK St. Clair Soccer, the Macomb Family YMCA, MSU Extension, First Tee of Greater Detroit, Eastside Little League and several local churches.

Each partner will provide resources for programming. Youth sports organizations that participate in the coalition will be paid for coaching and other services at a discounted rate. Municipalities will use a combination of CDBG and recreational budget to contract administrative support with the Breaking Barriers Coalition so that families can register directly through their municipality, and the school district and churches will provide both facilities and staffing for afterschool programming.



The Breaking Barriers to Play Coalition will focus on a cost sharing strategy to lower the cost of in-town recreation programming that is community and family centered. Youth that register for recreational programming through participating municipalities will be able to participate in 40 weeks of programming in their own community at little to no cost. Families that meet low-to-moderate income eligibility will participate at no cost through scholarships, and families that do not meet this eligibility will pay under \$60 for the year per child. Programming will be rooted in evidence-based practice guidelines for youth programs that use recreation to build social competency and improved health

outcomes through positive, family-centered programming and community level support. There will be three components to the program:

Breaking Barriers to Play - Family Centered Recreation

1. Core Program (required)

- a. 20 weeks
- b. Sports sampling using Sport Port equipment lending library
- c. Family free play days
- d. Educational programs and resources
 - i. Nutrition & healthy cooking
 - ii. Health screenings
 - iii. Water Safety
 - iv. Positive coaching and parenting

2. Non-Traditional Sports Leagues (Choose 1)

- a. 10 week "league"
- b. Less commonly known sports focused on fun and life lessons
 - i. Golf
 - ii. Kickball
 - iii. Futsal
 - iv. Swimming
 - v. Family yard games (tag, bocci ball, disc golf, etc.)

3. Traditional Sports Leagues (Choose 1)

- a. 10 week league
 - i. Soccer
 - ii. Baseball
 - iii. Basketball
 - iv. Flag football and cheer

Cost of proposed services for the City of Fraser **\$13,000**

Estimated number of youth participants = 20

Cost per participant	Total	
Core Program	\$90	\$1800
Non-Traditional sports	\$280	\$5600
Traditional sports	\$280	\$5600
	\$650	\$13,000

CDBG option for scholarships for low to moderate income families **(\$1725)**

Total estimate for services **\$11,275**

About Advancing Macomb

Advancing Macomb Foundation is a 501C3 organization. Federal I.D. number is 46-2344176.

Advancing Macomb provides the philanthropic model and leadership needed to 1) cement partnerships between the nonprofit, public and private sectors 2) identify and attract resources to fund major projects and programs and 3) bring increased visibility to Macomb County. The organization is led by the Executive Director, Diane Banks and Program Manager, Angela Lenda whose resumes are attached, along with a board of 23 executive level business and community leaders. In the past three years, the organization has been a conduit for \$2M in philanthropic and community investments in Macomb County. Learn more about the organizations impact at www.advancingmacomb.com.

Breaking Barriers to Play Coalition

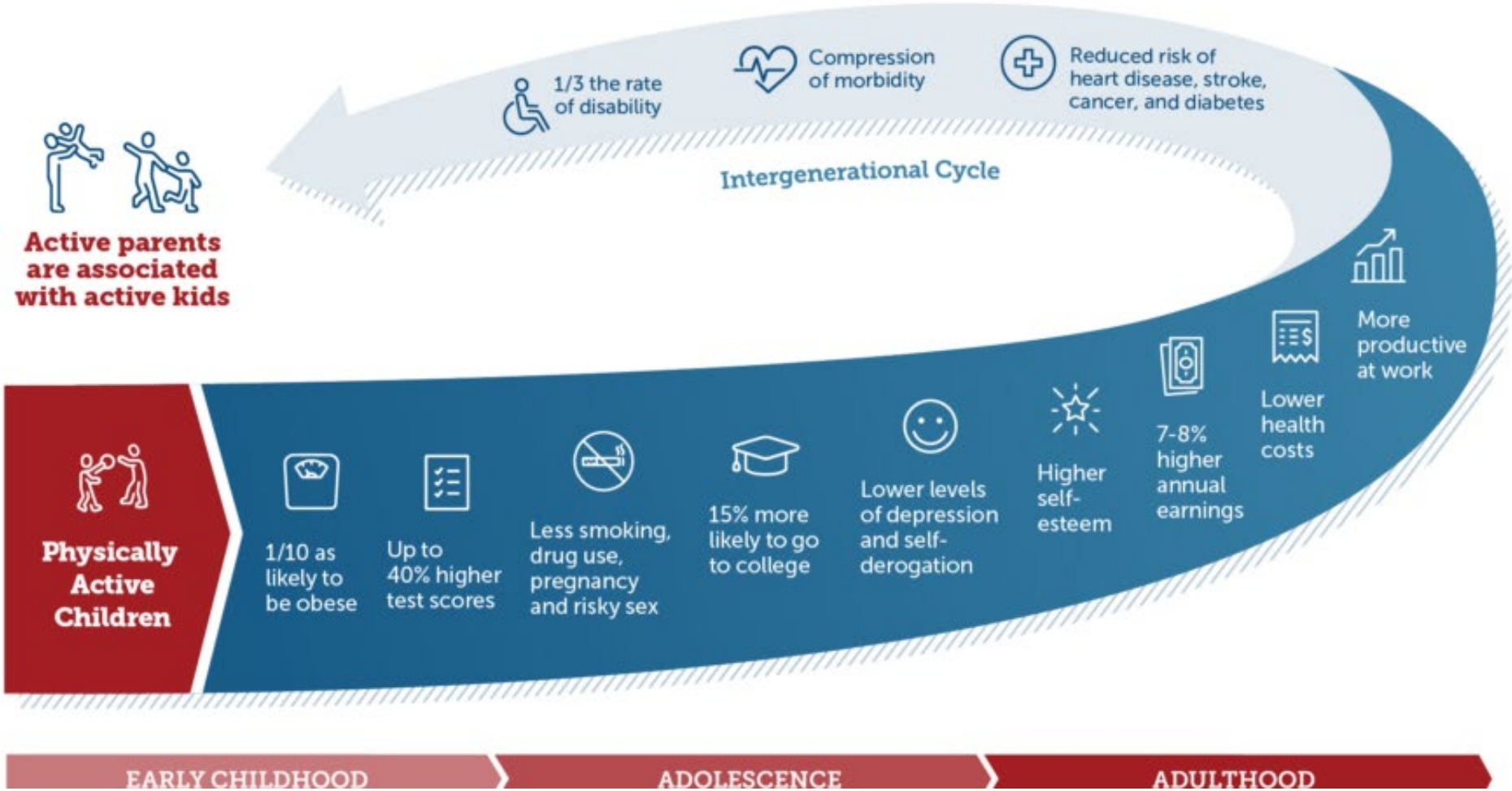
RECREATION INITIATIVE OF



ADVANCING
MACOMB

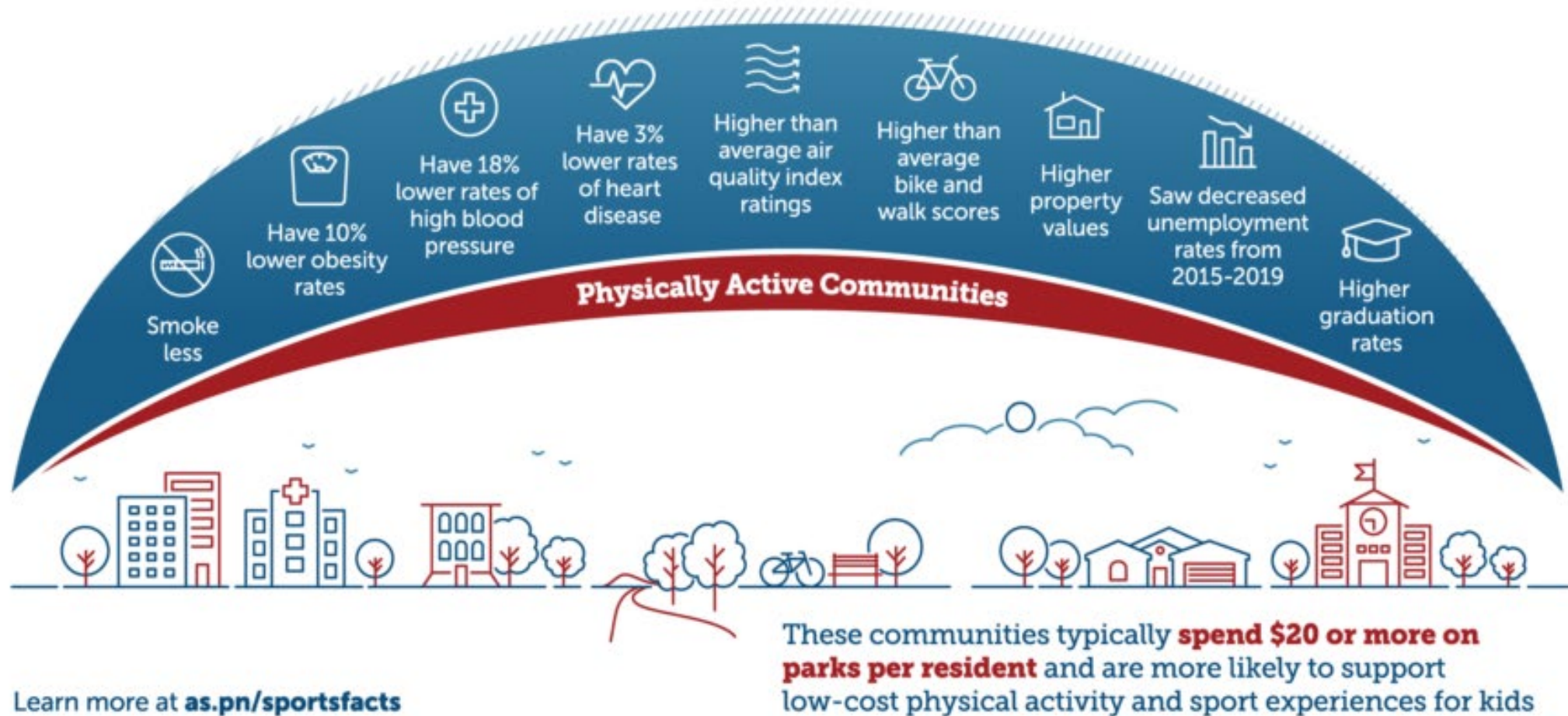
ACTIVE KIDS DO BETTER IN LIFE

What Research Shows on the Lifetime Benefits



ACTIVE COMMUNITIES DO BETTER

What Research Shows on the Benefits to Residents



1 hour

CDC recommended daily
activity level

13%

Youth reaching recommended
daily activity level

1.7

Average number of sports
youth play per year

Raising the number of children who stay active into adulthood to 25% would
result in:

34,227

Fewer overweight and obese youth

\$1.2 billion

Saved in medical costs and productivity losses in
our region

THE 8 PLAYS

*The Aspen Institute's seminal 2015 report, **Sport for All, Play for Life: A Playbook to Get Every Kid in the Game**, identifies eight strategies ("plays") that can get and keep all kids active through sport—regardless of zip code or ability. On the pages that follow are five findings from around Southeast Michigan related to each "play." The report uses the icons below to identify when a finding is most directly applicable to the urban core, suburban neighborhoods, and rural communities, respectively.*

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8. EMPHASIZE PREVENTION

*For more on the framework and each play, see the **Project Play** report at <http://youthreport.projectplay.us>.*



URBAN



SUBURBAN



RURAL

First step – Provide access to equipment



Sport Port Mount Clemens

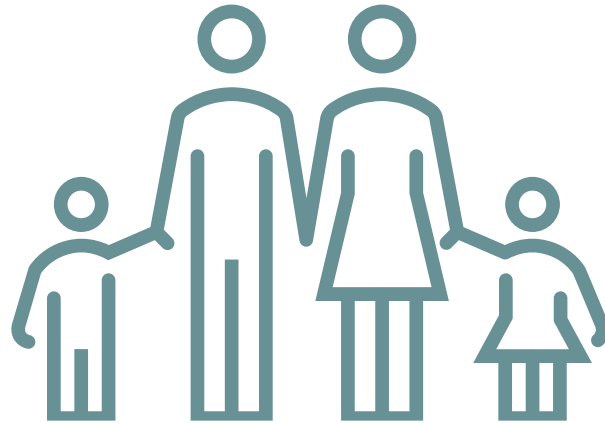
- Sports Equipment Lending Library
- 2-year pilot program (2019-2021)
- Funded by **Ralph C. Wilson Jr Foundation** and facilitated by **Community Foundation for SE MI.**
- 15 Sport Port locations in Wayne, Washtenaw, Oakland, St. Clair, Livingston, and Macomb counties
- Mount Clemens location administrator - Advancing Macomb
- Highest performing location in the pilot program
<https://cfsem.org/story/get-out-and-play/>

Next Step -

Creating an active community takes more than access to equipment



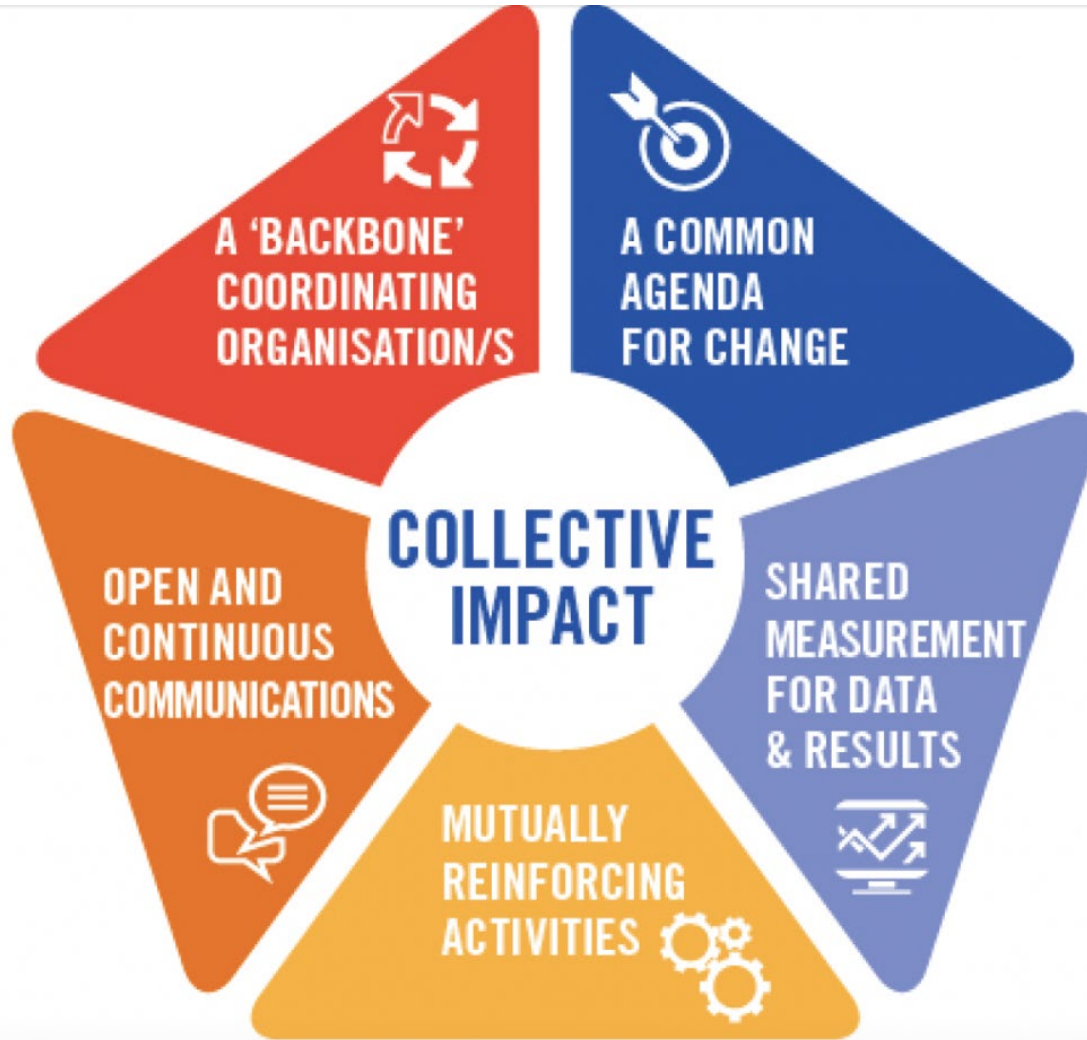
Collaboration



Family centered
programming

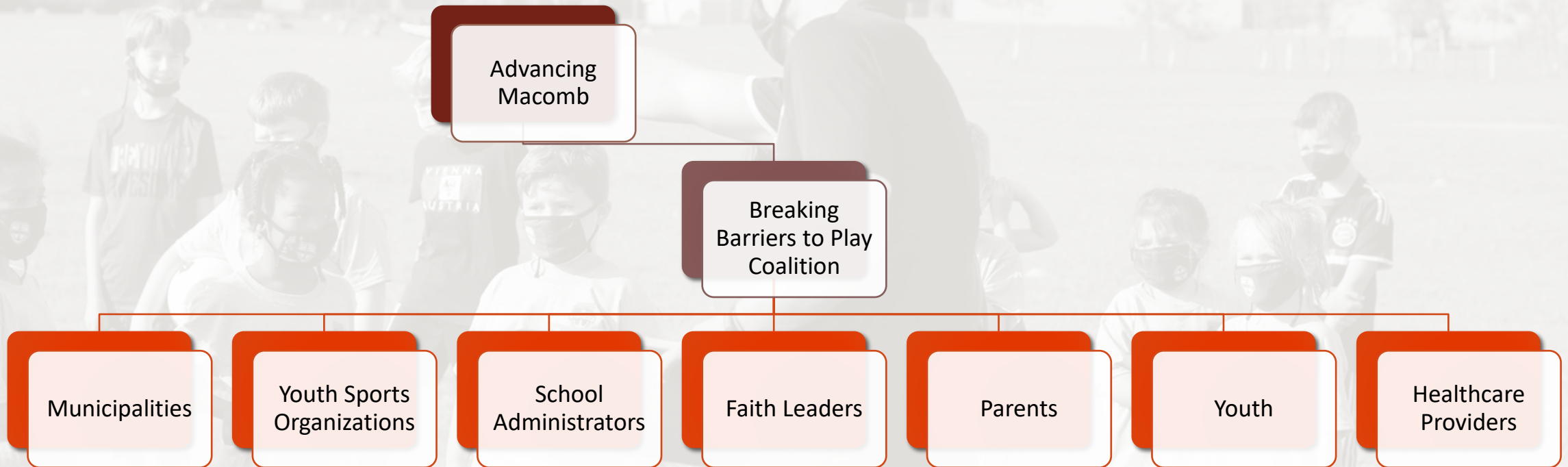


Community
Engagement



Collective Impact moves beyond the traditional 'partnership' or 'collaboration' in that it calls for longstanding commitment between various organizations all working towards a common goal

Breaking Barriers to Play Coalition





Breaking Barriers to Play Program

Core Rec Program

- Sports Sampling
- Family Free Play
- Kickball and Playground Games
- Education & Resources

Non-Traditional Leagues

- Golf
- Futsal
- Martial Arts
- Racket Sports
- Swimming

Traditional Leagues

- Baseball/Softball
- Basketball
- Flag Football
- Cheer

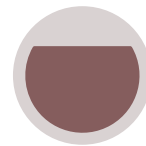
Cost sharing strategy



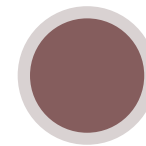
Municipal
contracts
\$65,000



Philanthropic
Grants
\$50,000



Corporate
Support
\$10,000



User Fees and
CDBG funds
\$25,000

More communities that participate = lower cost per community

Coalition members





City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER

Elaine Leven

CITY CLERK

Cynthia Greenia

MAYOR

Michael Carnagie

MAYOR PRO-TEM

Patrice M. Schornak

COUNCIL

Amy Baranski

Kathy Blanke

Patrick O'Dell

Dana Sutherland

David Winowiecki

February 28, 2022

Yeo & Yeo, P.C.

CPAs and Business Consultants

Auburn Hills, Michigan

This representation letter is provided in connection with your audit of the financial statements of City of Fraser, which comprise the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of February 28, 2022, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 15, 2021, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) The disclosures related to accounting estimates are complete and appropriate.

- 7) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 8) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 9) The effects of uncorrected misstatement are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. The uncorrected misstatements is included below:
 - a) Revenues were recorded related to receivables of \$167,786 within the General Fund that were not received within 60 days of year end. This caused an understatement of deferred inflows.
- 10) We are in agreement with the attest and nonattest journal entries you have proposed, and other than the uncorrected misstatements above, they have been posted to the City's accounts, when applicable.
- 11) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 12) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.
- 13) We have not completed the process of evaluating the impact that will result from adopting Governmental Accounting Standards Board (GASB) Statements that are discussed in the footnotes to the financial statements. The City is therefore unable to disclose the impact that adopting the Statements will have on its financial position and the results of its operations when the Statements are adopted.
- 14) We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefit (OPEB) liabilities and costs for financial accounting purposes are appropriate in the circumstances.
- 15) We are unable to determine the possibility of a withdrawal liability in a multiemployer benefit plan.
- 16) We have reviewed long-lived assets and certain identifiable intangibles to be held and used for impairment whenever events or changes in circumstances have indicated that the carrying amount of assets might not be recoverable and have appropriately recorded the adjustment.
- 17) The effects of the correction of the prior period misstatement of recording of the OPEB Trust Fund on the beginning fund balance/net position have been properly accounted for and disclosed in the financial statements with restated beginning fund balance/net position in accordance with U.S. GAAP.

Information Provided

- 18) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of City's board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 19) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 20) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

- 21) Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the balance sheet date and have been reduced to their estimated net realizable value.
- 22) Except as made known to you, we have no knowledge of any fraud or suspected fraud that affects the City and involves —
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 23) We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- 24) Except as made known to you, we have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 25) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 26) We have disclosed to you the names of the City's related parties and all the related party relationships and transactions, including any side agreements.
- 27) As part of your audit you provided non-attest services, as previously agreed upon. We acknowledge our responsibility as it relates to those non-attest services, including that we:
 - a) Assumed all management responsibilities.
 - b) Oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge or experience.
 - c) Evaluated the adequacy and results of the services performed.
 - d) Accepted responsibility for the results of the services.
 - e) Reviewed, approved, and accepted responsibility for those services.
 - f) Retained a copy of the work product for our records.

Government-specific

- 28) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 29) We have taken timely and appropriate steps to remedy fraud or noncompliance with provisions of laws and regulations that you have reported to us.
- 30) We have a process to track the status of audit findings and recommendations.
- 31) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 32) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 33) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 34) The City has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 35) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.

- 36) We have appropriately disclosed all information for conduit debt obligations in accordance with GASBS No. 91.
- 37) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 38) Except as made known to you and disclosed in the footnotes, There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 39) The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 40) The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 41) The financial statements include all component units.
- 42) The financial statements include all fiduciary activities required by GASBS No. 84.
- 43) The financial statements properly classify all funds and activities in accordance with GASBS No. 34, as amended.
- 44) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 45) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 46) Investments are properly valued.
- 47) Provisions for uncollectible receivables have been properly identified and recorded.
- 48) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 49) Revenues are appropriately classified in the statement of activities within program revenues, general revenues.
- 50) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 51) Deposits and investment securities are properly classified as to risk and are properly disclosed.
- 52) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 53) We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 54) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 55) We agree with the findings of specialists in evaluating the net pension and OPEB liabilities and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to the values or amounts derived in an attempt to

bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialists.

- 56) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 57) With respect to the other supplementary information identified in the table of contents of the financial statements:
- a) We acknowledge our responsibility for presenting the other supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the other supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the other supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the other supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.
- 58) We acknowledge our responsibility for the submission of our audit reporting package and management letter to the Michigan Department of Treasury (MDT) prior to the due date which is six months after our fiscal year end. We approve your submission of this information to MDT in conjunction with your assistance in the preparation of our financial statements.
- 59) With respect to federal award programs:
- a) We are responsible for understanding and complying with and have complied with, the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including requirements relating to preparation of the schedule of expenditures of federal awards.
 - b) We acknowledge our responsibility for preparing and presenting the schedule of expenditures of federal awards (SEFA) and related disclosures in accordance with the requirements of the Uniform Guidance, and we believe the SEFA, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the SEFA have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the SEFA.
 - c) If the SEFA is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the SEFA no later than the date we issue the SEFA and the auditor's report thereon.
 - d) We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance compliance audit, and have included in the SEFA, expenditures made during the audit period for all awards provided by federal agencies in the form of federal awards, federal cost reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.
 - e) We are responsible for understanding and complying with, and have complied with, the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the requirements of federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major program.
 - f) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provides reasonable assurance

that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.

- g) We have made available to you all federal awards (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relevant to federal programs and related activities.
- h) We have received no requests from a federal agency to audit one or more specific programs as a major program.
- i) We have complied with the direct and material compliance requirements (except for noncompliance disclosed to you), including when applicable, those set forth in the OMB Compliance Supplement (including its Addendum), relating to federal awards and confirm that there were no amounts questioned and no known noncompliance with the direct and material compliance requirements of federal awards.
- j) We have disclosed any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
- k) We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
- l) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB's Uniform Guidance (2 CFR part 200, subpart E).
- m) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- n) We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- o) We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
- p) There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
- q) No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the period covered by the auditor's report.
- r) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- s) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- t) We have charged costs to federal awards in accordance with applicable cost principles.
- u) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass through entities, including all management decisions.

- v) We are responsible for and have ensured the reporting package does not contain protected personally identifiable information.
- w) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by the Uniform Guidance.
- x) We are responsible for taking corrective action on each audit finding of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.
- y) We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

Signature: _____


Elaine
Leven

Signature: _____



Title: _____

City Manager

Title: _____

Asst. Manager

memo

City of Fraser

To: Mayor and City Council
From: Elaine Leven, City Manager
Date: March 2, 2022
Re: Director of Public Safety Vacancy

As a requirement of the Letter of Agreement between the City of Fraser and the Police Officers Labor Council/Fraser Lieutenants Association, the City Council is required to adopt a selection process for the appointment of the Public Safety Director. I offer the following process for your consideration:

1. Approve job description, including minimum qualifications for position
2. Post the position both internally and externally through appropriate channels
3. Select hiring subcommittee, comprised of City Manager, Assistant City Manager and up to three council members, to conduct initial review of resumes for consideration of preliminary interviews
4. Conduct preliminary interviews and select candidates to move forward with testing process
5. Conduct testing and background checks on successful candidates
6. City Council to interview and select candidate for offer of position

JOB DESCRIPTION

TITLE: PUBLIC SAFETY DIRECTOR

NATURE OF WORK

Under the direction of the City Manager, plans and directs the administration and management of the City of Fraser Public Safety Department in the enforcement of laws and ordinances, the prevention of crime, and the protection of life and property. This is a management position that requires extensive planning, organization, and decision-making.

ESSENTIAL DUTIES

- Directs overall public safety operations, implementing and administering programs, policies, and procedures. Revises and makes recommendations to the City Manager and City Council for approval, as needed.
- Prepares oral and written reports on all aspects of the department as required and attends regular and special City Council and related meetings as necessary.
- Prepares preliminary budget and administers and monitors final approved budget based on past programs and expectations of future needs.
- Plans and directs the implementation of the department's short and long-term goals, objectives, and strategies.
- Writes reports on departmental activities and supervises others in the preparation of reports to the City Manager and City Council.
- Directs and participates in public safety training programs.
- Represents the Public Safety Department in all significant public safety departmental public relations matters.
- Demonstrates continuous effort to improve operations, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- Maintains accurate and detailed financial records; controls revenues and expenditures; and makes recommendations for future budget appropriations.
- Maintains a variety of records and prepares related reports as required by various state, city, and other organizations.
- Excellent knowledge of the principles, philosophy, and practices of public safety, including police and fire administration.
- The ability to plan, promote and evaluate public safety needs for the community.
- Performs other duties, as needed.

KNOWLEDGE, SKILLS AND ABILITIES REQUIREMENTS

- Thorough knowledge of public safety operations (including police, fire, and EMT), planning and management principles and practices, mutual aid, and emergency management processes.
- Ability to make prompt decisions on complex matters and make evaluations concerning day to day operations.
- Ability to perform or supervise the performance of a variety of projects, receive unexpected top priority assignments and solve interpersonal or procedural problems simultaneously amidst frequent interruptions.
- Ability to resolve complex problems which require the evaluation of alternative methods or solutions.
- Ability to set objectives, delegate, and prioritize workflow in such a way that the overall mission and/or goals of the Department are met.
- Ability to solicit cooperation from persons and departments throughout the city.
- Ability to plan, organize, supervise, and review the work of subordinate employees/supervisors.
- Skills and abilities in written and oral communication sufficient to handle sensitive projects and problems, develop strong working relationships with divergent groups, and communicate technical and philosophical concepts to lay persons.

PHYSICAL DEMANDS

- The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Work involves walking, talking, hearing, using hands to handle, feel or operate objects, tools, or controls, and reaching with hands and arms. Vision abilities required by this job include close vision and the ability to adjust focus.
- The employee may be required to push, pull, lift, and/or carry up to 20 pounds.
- The noise level in the work environment is usually moderately quiet.

MENTAL DEMANDS

- While performing the duties of this position, the incumbent is regularly required to use written and oral communication skills; observe and interpret situations; read and interpret data, information and documents; analyze and solve complex problems; use math and mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with peers, subordinates, officials and the public.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

EMPLOYMENT QUALIFICATIONS

Education: MCOLES Certified/Certifiable Police and/or Fire I and II Certified required at a minimum, with possession of a Master's degree in Criminal Justice preferred. In addition successful completion of Staff and Command preferred.

Experience: Five to eight years of progressively responsible public safety experience, with at least four at a management/supervisory level; or an equivalent combination of training and experience.

Additional Requirements: Must possess a valid Michigan Driver's License and ability to pass a background check as required.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledge, skills, and abilities to perform the job will be considered.

For purposes of Employment Standards, this classification is "Exempt" from the overtime provisions of the Fair Labor Standards Act.

Updated 03/2022



CITY MANAGER

Elaine Leven

CITY CLERK

Cynthia Greenia

City of Fraser

CENTENNIAL COMMUNITY

MAYOR

Michael Carnagie

MAYOR PRO-TEM

Patrice M. Schornak

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RESOLUTION # 2022-006

**A Resolution in Support of a County-Wide
911 Phone Surcharge**

At a regular meeting of the Fraser City Council held on Thursday, March 10, 2022 at 6:30 p.m. the following Resolution was offered by Council Member _____ and supported by Council Member _____

PRESENT:

ABSENT:

WHEREAS, 911 Emergency Dispatch services and dependable phone and radio communication systems are essential to the health and safety of our residents; and

WHEREAS, State-wide budgetary concerns have caused a shortfall in funding for these essential 911 services while the needs and costs for these services have continued to increase; and

WHEREAS, as a direct result of budgetary shortfalls, many local units of government have not been able to adequately fund essential emergency communication services, including 911 Emergency Dispatch services and public safety communication system upgrades; and

WHEREAS, The Michigan 911 Authority Act statute allows for a County to impose an up to \$0.42 per line County-wide surcharge on each phone line per month to assist 911 agencies in providing life-safety communication services; and

WHEREAS, If this \$0.42 per phone line surcharge was adopted, the benefits to SERESA and the communities of which are served would be an estimated \$535,000.00 dollars per year; and

WHEREAS, funding from this surcharge would greatly enhance public safety communication services and ensure the ability to employ state of the art technology for the direct benefit of our residents; and

WHEREAS, the Macomb County Association of Chiefs of Police, the Macomb County Sheriff's Office, Macomb County Office of Emergency Management and Macomb County Executive Mark Hackel are all in agreement that in order to ensure the safety of all residents of Macomb County and its first responders it is imperative to enhance the funding mechanisms for adequate funding for 911 and emergency communications; and

NOW THEREFORE BE IT RESOLVED: That the City of Fraser supports efforts to enact the allowable \$0.42 phone line surcharge allowed by statute which does not require a vote of the people; and

BE IT FURTHER RESOLVED: That the City of Fraser strongly encourages the Macomb County Board of Commissioners to take action to ensure quality public safety by voting to enact this critical phone line surcharge as soon as practically possible; and

BE IT FURTHER RESOLVED that the City of Fraser urges other Macomb County municipalities to join the effort to have enacted a \$0.42 per line, county-wide 911 surcharge; and

BE IT FURTHER RESOLVED that this resolution be shared with the Macomb County Executive, Macomb County Board of Commissioners and other nearby communities.

AYES:

NAYS:

I hereby certify that the forgoing is a true and complete copy of a resolution made and adopted at a regular meeting of the Fraser City Council held on Thursday, March 10, 2022 at 6:30 p.m.

Cynthia L. Greenia, Clerk
City of Fraser

memo

City of Fraser

To: Mayor and City Council
From: Elaine Leven, City Manager
Date: March 1, 2022
Re: Street Committee Appointments

In conjunction with the budget we would like to work with a committee to review the recommendations for future street projects. We would like to have two or three members of council as part of the street committee to join the DPW Superintendent, Engineer, and City Manager. Previously we have met during the day and would plan to meet in the afternoon. The last council members that served on this committee were Mayor Carnagie, Councilmember Kalka, and Councilmember Winowiecki.



City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER

Elaine Leven

CITY CLERK

Cynthia Greenia

MAYOR

Michael Carnegie

MAYOR PRO-TEM

Patrice M. Schornak

COUNCIL

Amy Baranski

Kathy Blanke

Patrick O'Dell

Dana Sutherland

David Winowiecki

To: City Manager Leven

From: City Clerk Greenia

Date: March 3, 2022

Re: Boards and Commissions Appointments

At the City Council Meeting of February 10, 2022 Council asked that you provide them with a process for all future appointments to City Boards and/or Commissions. The City of Fraser Boards and Commissions' Handbook outlines on page 5 the "Appointment Process" for this action.

This process indicates that 60 days prior to any expiration of a Board or Commission term of office will prompt City Staff to place a notice of such expiration on the cable channel, Channel 5, the City's website and it must be posted in City Hall.

The adopted By-Laws of the Planning Commission and the Recreation Commission both indicated that the applicants for vacancies on those bodies are interviewed by the respective boards prior to them recommending their choices to the Mayor and City Council for approval.

At their March 2, 2022 meeting the Planning Commission voted to recommend for reappointment the following members:

Commissioner	Term Expires	New Term End Date
Joanne Barr	12/31/21	12/31/24
Kenny Perry, Jr.	12/31/21	12/31/24
Randy Warunek	12/31/21	12/31/24

Planning Commission also voted to recommend the following as candidates to fill the last vacancy: This term would end 12/31/23.

Renee Myer or Michael Lesich

Zoning Board of Appeals will be meeting tonight to interview the following candidates for reappointment. I will have their recommendation for your information at the meeting.

Joseph Chimenti	12/31/21	12/31/24
Roseanne Menendez	12/31/21	12/31/24

The Historical Commission will be meeting Monday, March 7 to discuss the candidates for the three vacancies currently on their Board. The term expiration dates for those vacancies are 6/30/24 for one candidate, and 6/30/23 for two other candidates.

If the Recreation Commission meets prior to March 10, we will be providing you with their recommendations. They have one member up for reappointment and three other vacancies with one new candidate, Morgan Laidlaw.

Chris Koch	12/31/21	12/31/24
Vacancy		12/31/23
Vacancy		12/31/23
Vacancy		12/31/22

APPOINTMENT PROCESS

Most appointments to Boards and Commissions will be made by the City Council based on, but not bound by, interviews and recommendations from each respective Board or Commission. Some appointments are made by the Mayor subject to the approval of City Council. Sixty days prior to any expiration of a Board or Commission term of office, a notice will be placed on the cable channel, channel 5, the City's web page, www.fraser.govoffice.com, and posted in the City Hall.

Interested individuals will be directed to complete an Application for Appointment which can be downloaded from the City's web site or obtained from the City Manager's office at 33000 Garfield Road. Those wishing to be reappointed will also be required to complete an Application for Appointment as well.

All applications must be submitted to the City Manager's office by the deadline date specified on each posting. Those submitted after the deadline will not be considered for the current position openings.

All applications received by the manager's office will be disseminated to the respective Board or Commission and interviews will be conducted for each application received. At the completion of the interviewing process each Board and Commission will consider the applicant's qualifications and vote on recommendations to be submitted to the City Council. Thereafter, the appointment process will be in the hands of the City Council.

In the event a term is vacated due to resignation, the same process will be followed once notification of said resignation has been received.

PLANNING COMMISSION

- Section 3. Appointment. Members shall be appointed by the Mayor with the approval of the City Council. Members of the Planning Commission shall hold no other municipal office, except that one such member may be a member of the Zoning Board of Appeals.
- Section 4. Vacancies. Under the current procedures of the City administration, whenever a vacancy occurs on the Planning Commission, the City administration publicizes the vacancy and the procedure for individuals to apply to fill the vacancy. The City administration advises the Planning Commission of the names of applicants who have applied. The Planning Commission can establish a process for narrowing the field of applicants to be interviewed based upon the particular circumstances. After conducting such interviews, the Planning Commission then recommends to the Mayor and City Council a qualified nominee to fill a vacancy on the Planning Commission. The Planning Commission may modify these procedures if the City administrative procedures for filling vacancies change. In the event that there is more than one vacancy with different term expiration dates, the Planning Commission shall recommend a specific nominee for each specific term to be filled.
- Section 5. Term. The term of each member shall be three (3) years, commencing on January 1st, with terms staggered so that three (3) terms expire in one (1) year, two (2) terms expire in another year, and two (2) terms expire in another year. A member whose term has expired may continue to hold office until his/her successor is appointed if he/she is willing and able to continue to serve.

Article IV

Officers and Duties

- Section 1. Officers and Authority. The officers of the Planning Commission shall consist of a Chairperson, Vice-Chairperson, and a Secretary. The Chairperson and Secretary shall both be required to execute documents on behalf of the Planning Commission for the approval or action to be effective.
- Section 2. Chairperson. The Chairperson shall preside at all hearings and meetings. He/she shall be an ex-officio member of all committees. He/she shall decide all points of order or procedure and shall have the duties normally conferred by parliamentary procedures upon such officers. He/she shall have the privilege of all the rights and responsibilities as other Commission members, including making and seconding motions, discussing all matters before the Planning Commission, and voting upon them. The Chairperson shall sign all approved site plans, correspondence (except for routine correspondence which may be signed by the Secretary), and other

PARKS & RECREATION COMMISSION

- Section 3. All voting members of the Commission must be qualified electors of the City of Fraser.
- Section 4. All members must be present at all scheduled commission meetings. Failure to attend four (4) unexcused consecutive meetings, will result in the commission member having voluntarily resigned their position on the commission. Commission members must give 48 hour notice if possible to Recreation Commission Chairperson or Parks and Recreation Director if unable to attend a meeting due to uncontrollable circumstances,

ARTICLE III

Commission Vacancies

- Section 1. Filling of Vacancies
- A. To fill commission vacancies on the Parks and Recreation Commission, vacancy must be posted for a minimum of 30 days on public medium.
 - B. Interested candidate(s) must submit completed City Board Application with resume to the City Manager's office.
 - C. Resumes and Applications are collected by the City Manager's office and forwarded on to the Parks and Recreation Commission for review.
 - D. Candidate must be notified in advance of the interview at the next scheduled meeting.
 - E. Interviews will be conducted in open forum at a regularly scheduled Parks and Recreation Commission meeting. Interviews will be conducted in open forum before Commission members and citizen attendees, with the exception of other candidates.
 - F. Once a Candidate recommendation is made by majority vote of the Parks and Recreation Commission, resumes for all candidates shall be forwarded to City Council members for review.
 - G. Candidate(s) for consideration are placed on the agenda at the City Council Meeting as deemed appropriately scheduled by the Mayor.
 - H. The Parks and Recreation Commission Chairperson and/or Board member shall collect, review and confirm receipt by City Council all resumes of prospective candidate(s) ten (10) days prior to City Council meeting and have placed on agenda for council consideration.

ARTICLE IV



MCKENNA

February 28, 2022

Elaine Leven
City Manager
City of Fraser
33000 Garfield Road
Fraser, MI 48026

**Subject: Proposal to Update the 2017-2021 Recreation Plan
City of Fraser, Michigan**

Dear Elaine:

We are pleased to propose to assist Fraser leaders in preparing an update to 2017-2021 Recreation Plan. Our team is excited about the opportunity to partner with the City to address future parks and recreation needs and desires, to the benefit of your residents and visitors. We will work with the City to develop a Park and Recreation Plan that is community-informed, is graphically compelling, and complies with the State's requirements for adoption (thus enabling grant applications and implementation resources).

In addition to being Fraser's planners since 2017, McKenna professionals have worked in more than 200 varied municipalities across the Midwest for more than four decades and bring that breadth of successful capability to the City of Fraser's recreation and parks planning processes. We've created dozens of Parks Master Plans, working often with communities confronting similar issues to Fraser. McKenna continues to maintain a 100% success rate in obtaining MDNR certification.

The final 2022 City of Fraser Parks and Recreation Master Plan will be an action-oriented, graphically rich document that will support the City's desire to fulfill the social, educational, and recreational needs of children, adults, and families.

PROPOSED SCOPE OF WORK

Step 1. Project Initiation

McKenna will conduct an initial meeting with designated City representatives to receive input and direction on the work plan and to finalize a structure for review and management of the plan process. We will:

- 1) Reach an understanding of expectations and answer questions;
- 2) Make mutually agreed upon adjustments to the work plan;
- 3) Review goals and objectives from the City's current Plan or other policy documents, if available.

During the project initiation meeting, we will also finalize procedures for public input and the framework for communications.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
✉ 248.596.0930
MCKA.COM

Communities for real life.



Step 2. Perform Existing Park and Recreation Analysis

Per MDNR requirements, McKenna will prepare the community description, administrative structure narrative, and inventory the parks and recreation facilities – including all amenities in each of the parks. In addition to the inventory, McKenna will map existing parks and recreation resources within the City.

Applying national standards modified by local conditions in Macomb County and Fraser, McKenna will assess the deficiencies in parks and recreation facilities available to the residents of Fraser. In addition, the McKenna team will review other City, County and regional documents and plans related to parks and recreation and summarize their applicability to the current planning effort.

Step 3. Conduct Public Engagement

Per the requirements of the MDNR, at least one public participation event or method must be utilized in preparing the plan, in addition to the required public hearing when the plan is complete. The base scope identified in this proposal includes an online survey.

McKenna will prepare and host a survey that will take respondents less than 10 minutes to take to gather opinions and preferences concerning parks and recreation in Fraser. We have employed a straightforward survey administration process to great effect in many communities, including for Fraser's 2021 Master Plan process.

Results of the survey will be documented, tabulated and presented in a graphically pleasing manner in the plan document. The plan will also include a detailed overview of the process undertaken for the plan update and will include documentation of the public input methods hosted by the City, and as required by the MDNR.

Step 4. Synthesize Input and Finalize Goals

McKenna will review the City's existing goals and objectives with designated staff and modify them as necessary based upon the community snapshot, public engagement results, and other input received. Using that as a foundation, we will refine the goals and objectives for Fraser's Parks Master Plan, which will collectively set the direction for its implementation. The goals and objectives will be rooted in overarching themes of inclusiveness, (including age inclusivity) sustainability, resiliency, and health.

McKenna will then work closely with the City to evaluate the range of desired recreational uses at the parks and recreational programming needs. Uses will be evaluated based on a series of criteria that will balance the desire for the facilities with the feasibility of developing those facilities. Criteria will include the relationship with existing facilities, permitting requirements, the ability to finance and construct facilities and other factors.

Step 5. Draft Parks and Recreation Action Plan

Strategic Action Plan and Capital Improvement Program (CIP): McKenna will work with City administration to develop a chronology of projects to be implemented over the next five years (and beyond). The Action Plan will describe and prioritize anticipated recreation developments through year five of the plan, with longer phases included (i.e. years five-10, etc.). The Action Plan will include, at a minimum, specific recommendations for changes to existing programs and facilities, any acquisition of new properties (or preliminary thoughts about feasibility), and maintenance of all parks and recreation assets.

It will also include and reflect the City's current operating budget and recommendations for future budgets including identification of viable funding sources and contacts. The Action Plan will be represented in table form and will include the following information, at a minimum:



- Project description
- Project location
- Budget with cost estimates and method of funding
- Year(s) to be implemented
- Any recommendations for improving the visual appearance of all recreation facilities and parks
- Any recommendations for the maintenance and renovations of facilities
- Any program considerations.

Step 6. Public Review and Adoption

The final Fraser Parks Master Plan will be prepared as a written report covering the process from goal development through implementation recommendations. The report will include text and high-quality graphics, maps, charts, and tables. All detailed background material will be included in an appendix.

Public Review: McKenna will finalize the draft Plan to be made available to the public for the required MDNR 30-day review period. We recommend that copies be made available at City Hall, recreation facilities, and other community facilities. We will present the draft final plan at a public hearing.

Lastly, McKenna will prepare the final plan to meet all required elements of the MDNR, including a completed checklist, to be submitted to the MDNR by the City.

ASSUMPTIONS

- We will review the existing Parks and Recreation Plan for information that may be repurposed, and receive updates from the City Administration to support the community description, administrative structure narrative, and parks and recreation inventory to comply with MDNR requirements. If further research or revision is necessary to generate complete information that complies with MDNR requirements, this activity will be billed hourly per the Agreement for Professional and Technical Planning Advisory Services between McKenna and the City of Fraser (4/17/207).
- The City will provide comments on recently completed work, the complete projects in the 2017-2021 Action Plan, and detail if any projects listed are no longer applicable.
- Changes to the administrative structure, revenue and expenditure figures and any recent grant history will be provided by the City for incorporation into the plan.
- New information regarding recreation programming offerings will be provided by the City.

TIMELINE

We project the completion of the Parks and Recreation Master Plan within 6 months after authorization by the City to proceed.

MEETINGS

Included in our proposal is our attendance at three meetings with the City:

- *Meeting 1:* Project initiation with City Administration and members of the Recreation Commission (or other representatives, as designated by the City)



- *Meeting 2: Working Meeting with City Administration and members of the Recreation Commission (or other representatives, as designated by the City)*
- *Meeting 3: Public Hearing*

FEE AND DELIVERABLES

McKenna will prepare the Fraser Park and Recreation Master Plan, as described in the **Proposed Scope of Work** above, for a fee of **\$10,500** to be invoiced monthly on percent complete with a description of services. This fee includes 10 bound copies of the adopted plan, and digital versions of the plan in .pdf format suitable for placement on the web and reproduction by the City. All work completed during the Park and Recreation Master Plan process will become the property of The City of Fraser.

If additional services or meetings beyond those included in the above fee are deemed by the City as desirable or necessary, they shall be compensated hourly per the *Agreement for Professional and Technical Planning Advisory Services between McKenna and the City of Fraser (4/17/207)*. The City shall not incur any further charges for additional services by McKenna without the City's approval.

We are always willing to adapt our scope and fees in a manner that is mutually agreeable, to best meet the City's needs.

If you consider the terms to be acceptable, please sign a copy of this agreement and return one copy to us.

Thank you for the opportunity to work with you on this exciting project. We are ready to start work immediately upon authorization.

Respectfully submitted,

McKENNA

A handwritten signature in black ink, reading "Paul 7. Urbiel".

Paul Urbiel, AICP, Senior Principal Planner



AUTHORIZATION BY:

CITY OF FRASER, MICHIGAN

Elaine Leven, City Manager

Date