



# CITY OF CLARE

202 West Fifth Street | Clare, Michigan 48617-1490

Office 989.386.7541 | Fax 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

## CLARE CITY COMMISSION

### CITY HALL

Ph 989.386.7541

Fx 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

Manager x102

Assessor x103

Clerk x106

Treasurer x107

### DEPARTMENT OF PUBLIC WORKS

Ph 989.386.2182 or

989.386.7541 x202

Fx 989.386.4508

### UTILITY BILLING

Ph 989.386.7541 x201

### W/WWT PLANT

Ph 989.386.2321

Fx 989.386.2387

### POLICE DEPT. NON-EMERGENCY

Ph 989.386.2121

Fx 989.386.0440

### FIRE DEPT. NON-EMERGENCY

Ph 989.386.2151

Fx 989.386.3020

### PARKS & RECREATION

Ph 989.386.7541 x213

Fx 989.386.4508

### AIRPORT

Ph 989.386.0445

Fx 989.386.4508

Meeting to be held at Clare City Hall  
202 W. Fifth St., Clare MI

Tuesday, January 3, 2023  
6:00 p.m.

### AGENDA

1. **CALL TO ORDER**
  - A. Pledge of Allegiance
  - B. Roll Call
2. **CONSENT AGENDA** – All items listed with an asterisk (\*) are considered to be routine by the City Commission and shall be enacted by one motion. There will be no separate discussion of these items unless a Commissioner or citizen requests to do so, in which event the item shall be removed from the General Order of Business and considered in its normal sequence on the agenda.
3. **\*APPROVAL OF MINUTES**
4. **\*APPROVAL OF AGENDA**
5. **PUBLIC COMMENT**
6. **OLD/UNFINISHED BUSINESS** – None
7. **NEW BUSINESS**
  - A. Oath of Office – Commissioner Pat Humphrey / John Myers (Resignation)
  - B. Annual Review of City Commission By-Laws
  - C. Recognition of Mr. Nick Loomis
  - D. Airport Lots 203 and 401 – Lease Agreements with Tracy Bolle
  - E. Approval of 2022 Poverty Exemption Policy & Guidelines and Income Levels
  - F. Drinking Water Asset Management Grant Acceptance
8. **TREASURER'S REPORT**
9. **CITY MANAGER'S REPORT**
10. **\*COMMUNICATIONS**
11. **EXTENDED PUBLIC COMMENT**
12. **COMMISSION DISCUSSION TOPICS**
13. **\*APPROVAL OF BILLS**

**14. \*PROFESSIONAL & EDUCATIONAL TRAINING OPPORTUNITIES**

**15. ADJOURNMENT**

*The public will be permitted to provide comment during the Public Comment portions of the meeting. The public is asked to identify themselves by providing their name and address when offering public comment.*

*Written comment may be submitted to [dlyon@cityofclare.org](mailto:dlyon@cityofclare.org), or placed in the drop box at Clare City Hall, or sent in by postal mail to the City Clerk, Diane Lyon at Clare City Hall, 202 W. Fifth St., Clare MI 48617, prior to 4 p.m. on the date of the meeting and will be read during the public comment portion of the meeting.*

The regular meeting of the Clare City Commission was called to order at 6:00 p.m. in the City Commission Chambers of Clare City Hall, 202 West Fifth Street, Clare, Michigan by Mayor Pat Humphrey who led with the Pledge of Allegiance. Present were: Commissioners Bob Bonham, Pat Humphrey, Maegan Jenkins, Nick Loomis, and Carolyn (Gus) Murphy. Absent: None. Also, present: Jeremy Howard, City Manager; Shannon Sirpilla, City Treasurer; Diane Lyon, City Clerk; Dave Saad, Police Chief; John Lake, Police Captain; Joy Simmer, Parks & Recreation Director; Luke Potter, DPW Director; Jim Chapman, Fire Chief; Sam Eberhart, Asst. Fire Chief, and numerous members of the Clare Fire Department.

2. CONSENT AGENDA:

Moved by Commissioner Jenkins second by Commissioner Murphy to approve the items listed with an asterisk (\*) (Agenda, Minutes, Department Reports, Communications, Professional Development, and Bills) that are considered to be routine by the City Commission. Roll call vote: Yeas: Commissioners Bob Bonham, Pat Humphrey, Maegan Jenkins, Nick Loomis, and Carolyn (Gus) Murphy. Nays: None. Absent: None. *Motion Carried.*

3. \*APPROVAL OF MINUTES:

*Approved by Consent Agenda.*

4. \*APPROVAL OF AGENDA:

*Approved by Consent Agenda.*

5. PUBLIC COMMENT: None.

6. UNFINISHED BUSINESS: None.

7. NEW BUSINESS:

**A. RECOGNITION OF FIREFIGHTER MARV FARLEY-30 YEARS OF SERVICE**

Firefighter Marvin Farley has faithfully served the residents of the City of Clare as a member of the Clare Fire Department for the past 30 years. The City Commission is asked to formally recognize Marv for his exemplary, faithful, courageous, and dedicated public service.

Motion by Commissioner Bonham second by Commissioner Murphy to recognize Marv Farley for 30 years of service by the adoption of Resolution 2022-103. Roll call vote: Yeas: Commissioners Bob Bonham, Pat Humphrey, Maegan Jenkins, Nick Loomis, and Carolyn (Gus) Murphy. Nays: None. Absent: None. *Motion Carried.*

**B. RECOGNITION OF FIREFIGHTER MARV FARLEY-30 YEARS OF SERVICE**

The Charter of the City of Clare stipulates that the City Commission may, at its discretion, designate one of its members to serve as the City's Mayor Pro Tem to fulfill the duties of the City of Clare Mayor during any absences of the Mayor. The City Commission has traditionally designated a Mayor Pro Tem and is asked to consider whether it desires to continue this tradition.

Motion by Commissioner Loomis second by Commissioner Jenkins to recognize Luke Potter for 20 years of service by the adoption of Resolution 2022-104. Roll call vote: Yeas: Commissioners Bob Bonham, Pat Humphrey, Maegan Jenkins, Nick Loomis, and Carolyn (Gus) Murphy. Nays: None. Absent: None. *Motion Carried.*

**C. AUTHORIZATION TO CHANGE FINANCIAL INSTITUTIONS FOR THE CITY'S BANK ACCOUNTS**

The City has been banking with Chemical bank for decades. Over the last few years, the bank has changed to TCF and then to Huntington Bank. With these changes, the fees have dramatically increased, and the interest rates are not offsetting the costs like they once did. The City Treasurer met with Huntington Bank's municipal account representative to discuss lowering costs. Although the fees were lowered, they are still higher than expected. After reaching out to Isabella Bank and Mercantile Bank and completing a comparative analysis with Huntington Bank, it has been determined that changing banks would be in the taxpayer's best interest. Based on fees and interest rates offsetting those fees, the City would benefit most by moving to Mercantile Bank. We now ask the City Commission to authorize the City Treasurer to open accounts with Mercantile Bank, while gradually closing current accounts with Huntington Bank, and to

authorize the City Treasurer as the authorized signatory to complete the transfer of accounts and to approve the list of employees serving as account signatories for the new bank accounts at Mercantile Bank.

Motion by Commissioner Jenkins second by Commissioner Murphy to approve the closing of accounts with Huntington Bank and opening of accounts with Mercantile bank, to authorize the City Treasurer to make these changes as the designated authorized signatory on all accounts, and to approve the list of account signatories by adoption of Resolution 2022-105. Roll call vote: Yeas: Commissioners Bob Bonham, Pat Humphrey, Maegan Jenkins, Nick Loomis, and Carolyn (Gus) Murphy. Nays: None. Absent: None. *Motion Carried.*

#### **D. AUTHORIZATION TO SUBMIT SPARK GRANT APPLICATIONS**

The State of Michigan recently released information regarding a \$65 million grant program to help local communities create, renovate and redevelop public opportunities for residents and visitors. Administered by the DNR, Michigan Spark Grants will support projects that provide safe, accessible, public recreation facilities and spaces to improve people's health, introduce new recreation experiences, build on existing park infrastructure and make it easier for people to enjoy both indoor and outdoor recreation. This grant opportunity is possible because of the Building Michigan Together Plan, signed in March 2022, which included a historic infusion of federal funding for local parks. The grant applications the city will be submitting will be for two projects: The Clare Union Railroad Depot Trailhead Restroom Project and the Emerald Isle Recreation Complex Parking Lot Project.

Prior to the submittal of the grant application, the City Commission is required to allow for public comment as an agenda item on the projects and then authorize the submittal of the grant applications.

Public Comment: None.

Motion by Commissioner Murphy second by Commissioner Jenkins to approve the submittal of the SPARK grant applications by adoption of Resolutions 2022-106 and 2022-108. Roll call vote: Yeas: Commissioners Bob Bonham, Pat Humphrey, Maegan Jenkins, Nick Loomis, and Carolyn (Gus) Murphy. Nays: None. Absent: None. *Motion Carried.*

8. TREASURER'S REPORT: The Treasurer provided a report to the Commission.

9. \*DEPARTMENT REPORTS: *Approved by Consent Agenda.*

10. CITY MANAGER'S REPORT

Planning Commission Meeting / DDA Meeting. Both boards canceled their December meeting due to a lack of agenda items and difficulty obtaining quorum during the holiday time period. Both are scheduled for meetings in January. The Planning Commission will continue work on the Boat/Trailer/Camper Ordinance as well as revisions to the Marijuana ordinance.

Wayfinding Signs. DPW crews have completed the installation of new posts and wayfinding signs and they look great. They are a great addition to the City and downtown and we have already heard how well people like them.

Verizon Cell Tower. More progress has been made on the new cell tower site. The monopole is complete and the Verizon antennas have been attached. Consumers Energy has installed the new pole at the road and the lines have been trenched into the tower. Unfortunately, the short distance across the parking lot did not allow for directional drilling as we had originally been told so they had to open trench the power lines. The parking lot will be filled in with cold-patch for the winter. The asphalt will be replaced in the spring when the asphalt plants reopen. Hopefully, now that there is power, Verizon will soon activate the signal. Photos were provided showing the recent stages of work.

At the direction of the City Commission, the City Treasurer will check in to whether the cell provider rental rates can be increased as the contracts come due.

Match on Main Awards. Now that the City of Clare is RRC Certified we became eligible for Match on Main grant dollars. Earlier this fall, MMDC worked with several local businesses in Clare to prepare grant applications. After rankings were completed, two business plans were submitted to MEDC for consideration in this round. One of those submissions, McEwan Street Fudge and Ice Cream Shop, was selected to be funded for the maximum grant amount of \$25,000 for work being completed for them to open up next year. This is very exciting for Clare. Hopefully, we will be able to submit additional grant applications in next year's funding round. The press release detailing the awards was provided to the Commission.

City of Clare Website. Several months ago, City staff partnered with a firm to redo the city's website and we are now getting close to launching the newly designed website.

Holiday Closures and Hours. Christmas and the New Year are just around the corner. As a reminder, City Hall hours will be as follows:

December 19th, 20th, 21st, 22nd – 8:00 a.m. to 4:30 p.m.

December 23rd - 26th – Closed

December 27th, 28th, 29th – 8:00 a.m. to 4:30 p.m.

December 30th - Jan. 2nd – Closed.

11. \*COMMUNICATIONS: *Approved by Consent Agenda.*
12. EXTENDED PUBLIC COMMENT: None.
13. COMMISSION DISCUSSION TOPICS: None.
14. \*APPROVAL OF BILLS: *Approved by Consent Agenda.*
15. \*PROFESSIONAL & EDUCATIONAL TRAINING OPPORTUNITIES: *Approved by Consent Agenda.*
16. ADJOURNMENT: Motion by Commissioner Murphy second by Commissioner Bonham to adjourn the meeting. Roll call vote: Yeas: Commissioners Bob Bonham, Pat Humphrey, Maegan Jenkins, Nick Loomis, and Carolyn (Gus) Murphy. Nays: None. Absent: None. *Motion Carried.* Meeting adjourned at 6:22 p.m.

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Pat Humphrey, Mayor

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Diane Lyon, City Clerk

## AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission  
FROM: Jeremy Howard, City Manager  
DATE: December 29, 2022  
RE: City Commissioner Oaths of Office – Swearing in of Mayor Pat Humphrey and Resignation Acceptance of John Myers

For the Agenda of January 3, 2023

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**Background.** The City of Clare’s residents have re-elected Commissioners Patrick Humphrey and have newly elected John Myers to serve a four-year term on the Clare City Commission; the Clare County Board of Canvassers has certified the election results (refer to the attached certifications). Congratulations to the recently elected commissioners.

However, Commissioner Elect Myers informed the City that he has taken a position out of state and will not be able to fulfill his elected role. Therefore, he is unable to take the oath of office for this elected position. His letter of resignation is attached. This has created a vacancy in the office of City Commissioner for the seat that Mr. Myers was elected to fill. Per the City Charter, the City Commission must now appoint an eligible and willing resident of the City of Clare to fulfill the remainder of Mr. Myers’ term (4 years) within 30 days.

Mrs. Diane Lyon, the City Clerk, will now publicly administer the oath of office to Commissioner Humphrey.

**Issues & Questions Specified.** None.

**Alternatives.** None.

**Financial Impact.** None.

**Recommendations.** I recommend City Clerk Lyon administer the oath of office to Commissioner Humphrey and that the City Commission began the process of seeking and appointing an eligible resident to fulfill the remainder of Mr. John Myers’ term.

**Attachments.**

1. Board of Canvassers Election Certification.
2. Letter of Resignation – John Myers.

**CERTIFICATE OF DETERMINATION**  
STATE OF MICHIGAN  
COUNTY OF CLARE

FILED WITH: CITY OF CLARE  
DIANE LYON, CLERK

We, the undersigned Board of Canvassers for the County of Clare from an examination of the election returns of the City of Clare received by said Board of Canvassers determine that at the General Election held on Tuesday, November 8, 2022, that the persons listed below were duly elected to the office set opposite their name.

<u>Name of Person(s) Elected</u>	<u>Office Elected To</u>
Patrick A. Humphrey	Commissioner
John Myers	Commissioner

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of the Circuit Court for the County of Clare, this 11<sup>th</sup> day of November, in the year 2022.

ATTEST:

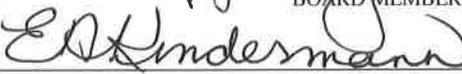
  
CLARE COUNTY CLERK

BOARD OF CANVASSERS:

  
CHAIRPERSON

  
BOARD MEMBER

  
BOARD MEMBER

  
BOARD MEMBER



## City of Commission Resignation

Dear Board of Commissioners and Jeremy Howard,

Due to a change in my career, I will need to resign my seat on the City Commission as well as Planning Commission. I appreciate the opportunity to serve the great city of Clare and wish the board the best of luck in selecting my replacement. Please let me know if you have any questions or if there is anything I can do to help the transition.

All the best,

John Myers

## AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission  
FROM: Jeremy Howard, City Manager  
DATE: December 29, 2022  
RE: Annual Review of By-Laws

For the Agenda of January 3, 2023

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**Background:** The By-Laws of the City of Clare City Commission (*att'd*) govern the procedures and processes followed by the City Commission with respect to the rules it adopts and enforces, the conduct of its members, the conduct meetings, and the decisions made by the Commission – in essence, everything the City Commission formally does or does not do. Consequently, it is deemed appropriate to review and update those rules annually at the Commission's first meeting prior to conducting any other business to ensure the by-laws are up-to-date and are in fact fulfilling the needs and desires of the City Commission.

**Issues & Questions Specified:** Should the City Commission conduct an annual review of its By-Laws?

**Alternatives:**

1. Conduct an annual review of the by-laws.
2. Do not conduct an annual review of the by-laws.
3. Set aside the matter for further consideration and/or deliberation.

**Financial Impact:** N/A.

**Recommendations:** I recommend that the City Commission conduct a review of its by-laws and adopt the current by-laws by adoption of Resolution 2023-001.

**Attachments**

1. By-Laws
2. Proposed Resolution 2023-001.

# *CLARE CITY COMMISSION BYLAWS*

Reviewed & Adopted \_\_\_\_\_ by Clare City Commission Resolution \_\_\_\_\_

*The bylaws outlined herein establish the rules and order of business of the Clare City Commission. The bylaws are adopted to ensure consistency, order, efficiency, and democracy in the conduct of all official business of the City Commission.*

*The governing procedures of the City Commission are outlined in Chapter 6, Procedure of the City Commission, of the Charter of the City of Clare. The bylaws outlined herein simply serve to reiterate and augment those procedures. In the event any rule established by these bylaws is lacking or conflicts with the City Charter, the Clare City Charter shall prevail.*

*Any revision or modification of these bylaws shall be accomplished by adopted and numbered Resolution of the Clare City Commission.*

**Regular Meetings.** The Clare City Commission shall meet on the first and third Mondays of each month commencing at 6:00 p.m. If the meeting shall fall on a City holiday, the meeting shall be held on the following Tuesday. All meetings shall be held in the Commission Chambers of Clare City Hall unless posted otherwise. All meetings shall comply with the provisions of the Michigan Open Meetings Act.

**Special Meetings.** Special meetings may be called by the City Clerk on written request of the Mayor, the City Manager, or by any two members of the Commission on at least 24 hours written notice to each member of the Commission. All special meetings shall comply with the provisions of the Michigan Open Meetings Act.

**Attendance.** If a Commissioner shall miss five consecutive regular meetings of the Commission or 25% or more of such meetings in any fiscal year of the city, unless the Commission shall excuse such absence in the event of an emergency or catastrophic event and the reason therefore entered in the proceedings, his/her office shall become vacant. Remote meeting participation and voting is expressly prohibited.

**Quorum.** Three members of the Commission shall be a quorum for the transaction of any business at Commission meetings.

**Conduct of Meetings.** All meetings shall be chaired and controlled by the Mayor. In the absence of the Mayor, these duties shall transfer to the Mayor Pro Tem. In the absence of the Mayor and Mayor Pro Tem, the City Clerk or Deputy Clerk shall call the meeting to order and, subsequent to the Pledge of Allegiance and Roll Call, call for a motion to designate a seated City Commissioner to chair the meeting. Upon majority vote of the seated Commissioners, the designated Commissioner shall then chair and control the meeting. Except where exempted by a specific procedure outlined within these bylaws, the conduct of all meetings and the rules of procedure shall be in accordance with *Robert's Rules of Order Newly Revised*.

**Agenda.** The agenda for all regular meetings of the Clare City Commission shall be presented to the Commission in the following manner:

1. Call to Order
  - A. Pledge of Allegiance
  - B. Roll Call
2. Consent Agenda - All items listed with an asterisk (\*) are considered to be routine by the City Commission and shall be enacted by one motion. There will be no separate discussion of these items unless a Commissioner or citizen requests to do so, in which event the item will be removed from the General Order of Business and considered in its normal sequence of the agenda.
3. \*Approval of Minutes
4. \*Approval of Agenda
5. Old/Unfinished Business
6. New Business
  - A. Regular Business
  - B. \*Consent Agenda Business (See list below for approved New Business Consent Agenda items)
7. Treasurer's Report (1<sup>st</sup> meeting of the month)
8. \*Department Reports (2<sup>nd</sup> meeting of the month)
9. City Manager's Report
10. \*Other Committee and/or Advisory Board Reports
11. \*Communications
12. \*Approval of Bills
13. \*Professional Education Opportunities
14. Public Comment
15. Closed Session (as needed)
16. Adjournment

New Business Consent Agenda Items. All items listed below may be designated as New Business Consent Agenda Items. As such, they will be designated by an asterisk (\*), are considered routine by the City Commission, and shall be enacted by one motion. There will be no separate discussion of these items unless a Commission or citizen requests to do so, in which event the item will be considered in its normal sequence within New Business on the agenda:

- \*Appointments and/or Resignations
- \*Approval of leases, contracts, and/or agreements
- \*First and second readings of proposed ordinances
- \*Approval of license applications and bonds
- \*Set dates for hearings
- \*Approval of contract modifications and/or amendments
- \*Other items determined by necessity

**Public Comment.** The following rules are established for all individuals desiring to be heard at any City Commission meeting:

- Before an individual can be heard, the Mayor or Commissioner in charge of the Commission meeting must recognize him/her.
- Individuals recognized to be heard shall provide their name and address and state the primary topic of their comment(s).
- The individual(s) addressing the Commission shall use a podium and microphone if they are available.
- All comments shall be addressed directly to the Commission – not to other individuals within the room.
- Individuals addressing the City Commission shall be limited to one (1) opportunity of five (5) minutes per topic of discussion in presenting their statements/comments.
- Individuals making statements during public hearings are encouraged to avoid repetition of ideas that have already been presented.
- If deemed appropriate or necessary by the Mayor or Commissioner in charge of the hearing or meeting, rebuttal comments/remarks of not more than two (2) minutes per person may be allowed. If rebuttal comments are allowed, the Mayor/Commissioner in charge of the meeting individual(s) must again recognize the individual prior to the presentation of his/her rebuttal comments.
- All comments shall be made with appropriate courtesy and in a civil tone.
- Inflammatory or degrading comments or remarks made against or intended toward other individuals will not be allowed.
- Heckling or chiding will not be allowed.
- Obscene or indecent language will not be allowed.
- Written comments may be submitted in lieu of verbal comments.
- The individual acting as secretary of the Commission (routinely, the City Clerk or Deputy Clerk) shall record and maintain a synopsis of all public remarks/comments, to include a record of the individual(s) responsible for the remarks.
- The Commission's secretary shall be responsible for timekeeping and shall inform the Commission chair when an individual's allowed time has elapsed.
- The Mayor or Commissioner in charge of the hearing may modify or change the aforementioned procedures, if necessary, to ensure order and democracy.

**Sergeant-at-Arms.** The City of Clare Chief of Police shall serve at the Sergeant-at-Arms of the Commission in the enforcement of the provisions of these bylaws.

**Appointment of City Commissioner to Serve as Voting Member of the City of Clare Zoning Board of Appeals.** The City Commission's Mayor Pro Tem shall serve as the City Commission's designated representative and voting member of the City of Clare Zoning Board of Appeals.

**Annual Review of By-Laws.**

It has been determined by the Clare City Commission that an annual review of its By-Laws shall be conducted as its first order of business at its first-scheduled public meeting of each new year and any changes shall be made thereto at said meeting.

**Amendments.** These bylaws may be amended at any regular or special meeting by a majority vote of the City Commission.

**RESOLUTION 2023-001**

**A RESOLUTION OF THE CLARE CITY COMMISSION DIRECTING APPROVAL OF THE ANNUAL REVIEW OF ITS BY-LAWS.**

**WHEREAS**, the City Commission has adopted by-laws that promulgate and govern all aspects of the formal processes and procedures by which the City Commission conducts its business; and

**WHEREAS**, the City Commission considers the annual review of said by-laws crucial to ensure said document correctly prescribes the intentions and desires of the City Commission and that said by-laws always remain current, valid, and meaningful; and

**WHEREAS**, the City Commission has conducted its annual review of said by-laws and approves of its current by-laws;

**NOW THEREFORE BE IT RESOLVED THAT** the City Commission of the City of Clare hereby approves and adopts its By-Laws as reviewed at its first scheduled public meeting of the New Year, said meeting conducted on the third day of January 2023.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.  
The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 3<sup>rd</sup> day of January, 2023.

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Diane Lyon, City Clerk

## AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission  
FROM: Jeremy Howard, City Manager  
DATE: December 29, 2022  
RE: Recognition – Commissioner Nick Loomis

For the Agenda of January 3, 2023

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**Background:** Mr. Nick Loomis is a respected member of the City of Clare and the Greater Clare Area Community. His active involvement in the advancement and betterment of community life evolved to his appointment as a member of the City of Clare Planning Commission on May 16, 2019, until his appointment to the Clare City Commission on March 16, 2020, where he served as an active member the remainder of his term on the City Commission through December of 2022. The City Commission is asked to consider formally recognizing Nick for his outstanding service to the City and its residents and to recognize him for his many contributions to Clare as a community leader.

**Issues & Questions Specified:** Should the City Commission publicly recognize the dedicated community service of Mr. Nick Loomis?

**Alternatives:**

1. Publicly recognize Nick Loomis.
2. Do not recognize Nick Loomis.
3. Set aside the decision regarding this matter to a later date.

**Financial Impact:** The cost of a frame for the resolution.

**Recommendation:** I recommend the City Commission recognize Mr. Nick Loomis for his outstanding service to our community by approval of Resolution 2023-002 (*copy att'd*).

**Attachment.**

1. Resolution 2023-002.

**RESOLUTION 2023-002**

**A RESOLUTION OF THE CLARE CITY COMMISSION RECOGNIZING MR. NICK LOOMIS FOR HIS DEDICATED SERVICE TO THE RESIDENTS OF THE CITY OF CLARE WHILE SERVING AS A VOTING MEMBER OF THE CITY OF CLARE PLANNING COMMISSION, AND AS AN APPOINTED MEMBER OF THE CLARE CITY COMMISSION.**

**WHEREAS**, Nick Loomis has faithfully and loyally served the residents of the City of Clare as a member of the City's Planning Commission following his appointment on May 16, 2019, until his appointment to the Clare City Commission on March 16, 2020 where he served through December 31 of 2022; and

**WHEREAS**, throughout his tenure with both the City Planning Commission and the City Commission, Nick was known for his dedication and for representing the best interests of the City's residents and the business community; and

**WHEREAS**, the Mayor and City Commission of the City of Clare deems it appropriate to formally recognize Nick for said exceptional public service.

**NOW THEREFORE BE IT RESOLVED THAT** on behalf of the residents of the City of Clare and the Greater Clare Area Community, the Mayor of the City of Clare and the Clare City Commission hereby formally recognizes Mr. Nick Loomis for his years of outstanding, selfless, and dedicated public service.

**BE IT FURTHER RESOLVED THAT** the Mayor and City Commission offers their gratitude and appreciation to Nick for his devotion, dedication, leadership, his commitment to excellence, and for serving as an outstanding example of great civic service and active involvement in advancing and promoting quality of life and advancing the best interests of the City of Clare.

**BE IT FURTHER RESOLVED THAT** the Mayor and City Commission offers Nick Loomis its most sincere wishes for continued good health, happiness, and success in all endeavors.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 3<sup>rd</sup> day of January, 2023.

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Diane Lyon, City Clerk

## AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission  
From: Jeremy Howard, City Manager  
Date: December 29, 2022  
Regarding: Airport Lease - Lot 203 & Lot 401

For the Agenda of January 3, 2023

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Background. The City owns all of the property at the Clare Municipal Airport and leases specific portions of that property to allow the construction and maintenance of airplane hangars by private owners. The hangars on Lots 203 and 401 of the Clare Municipal Airport Plat are now owned by Tracy Bolle following the passing of his father, Richard Bolle. The City Commission is asked to approve the lease agreements (*copy att'd*) for the properties upon which the hangars are located.

Issues & Questions Specified. Should the City Commission approve a property lease agreements with Tracy Bolle?

Alternatives.

1. Approve the lease.
2. Do not approve the lease.
3. Set aside the decision regarding this matter to a later date.

Financial Impact. Approval of the lease will garner \$162.87 per lot for the first year (plus an annual COLA increase) in lease revenue for the City.

Recommendation. I recommend that the City Commission approve the lease agreements by adoption of Resolution 2023-003 & 2023-004 (*copies attached*).

Attachments.

1. Lease Agreements.
2. Resolution 2023-003.
3. Resolution 2023-004.

CITY OF CLARE  
CLARE MUNICIPAL AIRPORT  
PROPERTY LEASE AGREEMENT

This agreement is made on January 3, 2023, by and between the CITY OF CLARE, a Michigan Municipal Corporation, of Clare, Michigan 48617, (hereinafter called "Lessor"), and Tracy Bolle, 11377 N. Leaton Rd., Clare, MI 48617 (Lessee)  
(Address)  
(hereinafter called "Lessee").

**I. DESCRIPTION, USE, AND TERM**

- A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain property hereinafter called the "Leased Premises" situated in the Clare Municipal Airport, County of Clare, and State of Michigan described as follows:

\_\_\_\_\_ Lot 203 \_\_\_\_\_  
(Property ID)

- B. Said Leased Premises are to be used and occupied as, and for, an aviation hangar including any and all activities normally incident thereto and for no other purposes.
- C. The term of this Lease shall be for ten (10) years, commencing on the 3rd day of January, 2023 and ending on the 3rd day of January, 2033. The lease is renewable for additional ten (10) year periods.

**II. RENT**

- A. Lessee shall pay to Lessor for the Leased Premises, the minimum annual sum of one hundred fifty-eight and 13/100 dollars (\$162.87 as of January 1, 2023), in a single annual installment on the day of signing of this lease and thereafter annually until termination of this Lease.
- B. The Lessor reserves the right to annually adjust the lease rate by a cost-escalator. This will be determined by the end of year National Consumer Price Index (CPI). Annual adjustments will not exceed the annual CPI or 3% of the lease amount, whichever is less. There will be no annual adjustment to the lease rate if the annual CPI falls below zero.

**III. TAXES**

- A. Lessee shall pay and discharge all personal property taxes, general and special assessments, and other charges of every description which, during the term hereof and any extension thereof, may be levied on or assessed against the Leased Premises and all improvements thereon.

- B. Lessee agrees to and shall protect and hold harmless Lessor and the Leased Premises from liability for any and all such taxes, assessments, and charges, together with any interest, penalties, or other sums thereby imposed.

#### **IV. INDEMNITY**

The lessee shall indemnify the City of Clare and hold the City of Clare (including all of its subordinate bodies, officials, officers and employees) harmless from any and all liabilities, claims, damages whatsoever, arising from Lessee's exercise of its rights under this lease.

#### **V. UTILITIES**

Lessee shall, during the term of this Lease Agreement and any extensions thereof, pay all charges for electricity, telephone gas water, and sewer used in or on the Leased Premises.

#### **VI. WASTE AND NUISANCE**

Lessee shall not commit, or cause to be committed, any waste upon or within the Leased Premises, nor shall it maintain, commit, or permit the commission of any nuisance on the Leased Premises.

#### **VII. RIGHTS RESERVED TO THE LESSOR**

- A. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government shall be suspended.
- B. This Lease Agreement shall be subordinate to the provisions of any outstanding agreement between the Lessor and the United States relative to the maintenance, operation, or development of the airport.
- C. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited in Section 308 (a) of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- D. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

- E. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- F. There is hereby reserved to the Lessor, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Clare Municipal Airport.

## **VIII. IMPROVEMENTS**

- A. The Lessee shall have the right to construct a building on the leased premises. The Lessee shall be required to submit plans for any proposed construction on the leased parcel. Said plans must be submitted and approved prior to any construction. Further, the Lessor shall have the right to refuse or deny approval of any plans submitted for good cause.
- B. It is specifically provided that such building shall not be used for any purpose other than the Lessee's private aviation related use unless written permission for any nonconforming use is received by the Lessee from the Lessor in advance. The Lessor reserves the right to deny permission for any nonconforming use. If permission for nonconforming use is granted by the Lessor, the Lessor reserves the right to demand reasonable additional charges above the stipulated annual rental fee for the nonconforming use.

## **IX. RIGHT OF INSPECTION**

The Lessor shall have reasonable rights of inspection of the premises during normal business hours.

## **X. SURRENDER OF PREMISES**

- A. All buildings placed upon the land leased by the Lessee shall remain his own personal property, and at the expiration of the term of this lease agreement or any renewal therein, the Lessee will have 120 days in which the Lessee may remove such improvements or buildings provided that he restores the premises to their condition at the time of making this Lease, insofar as practicable. In the event the buildings are not removed within 120 days, past the expiration of the term or any renewal thereof, the building shall become the property of the Lessor, and the Lessor may retain, remove, or demolish said building without any liability on its part. Any costs of restoring the premises to their previous condition shall be borne by the Lessee.

- B. It is further agreed that in the event Lessee remains in possession of the Leased Premises after the expiration of the lease, or any renewal thereof, the Lessee shall be deemed to be occupying said premises as a tenant from month to month, subject to all conditions, provisions, and obligations of this lease insofar as the same is applicable to a month-to-month tenancy.

## **XI. DEFAULTS AND REMEDIES**

If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, Lessor may at its option, without notice to Lessee, terminate this Lease Agreement and re-enter and take possession of said premises and remove all property there from without being deemed guilty of any manner of trespass and relet the Leased Premises.

## **XII. ADDITIONAL COVENANTS BY LESSEE**

- A. The lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended.
- B. The Lessee, for himself, his heirs, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended.
- C. The Lessee agrees, if applicable, to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- D. The Lessee covenants that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds

of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Lessee or any transferee for the longer of the following periods: (a) the period during which the property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Lessor or any transferee retains ownership or possession of the property.

- E. The Lessee agrees that it will practice nondiscrimination in their activities and will provide Disadvantaged Business Enterprise (DBE) participation in any sublease as required by the Lessor, in order to meet the goals of the Lessor, or required by the Federal Aviation Agency in order to obtain an exemption from the prohibition against Long-term exclusive leases.
- F. The Lessee agrees that it shall insert the above five (5) provisions in any sublease or consign by which said lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased or owned.
- G. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
- H. The Lessee, by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder such that it penetrates the safety zones surrounding the airport. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and remove the offending structure, object or tree, all of which shall be at the expense of the Lessee.
- I. The Lessee, by accepting this Lease, agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Clare Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
- J. Any person, firm, or corporation operating aircraft on the airport may perform any services on its own aircraft, including but not limited to, maintenance and repair that the Lessee may choose to perform.

### **XIII. Bankruptcy**

Neither this Lease, nor any interest herein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

In the event the estate created hereby shall be taken in execution or by other process of law or if Lessee shall be adjudicated insolvent or bankrupt pursuant to the provisions of any State or Federal insolvency or bankruptcy act, or if a receiver trustee of the property of Lessee shall be appointed by final order un-appealed from by reason of Lessee's insolvency or inability to pay its debts, or if any assignment shall be made of Lessee's property for the benefit of creditors, then and in any of such events, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder, by giving to Lessee, notice in writing, of the election of Lessor to so terminate.

Lessee shall not ensue or give cause for institution of legal proceedings seeking to have Lessee adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Lessee's assets, and shall not make an assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Lessee or its assets, shall be conclusive evidence that Lessee caused, or gave cause, thereof, unless such allowance of the petition, or the appointment of a trustee or receiver, is appealed from or has not become final.

### **XIV. MISCELLANEOUS**

- A. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- B. This Agreement shall be construed under and in accordance with the laws of the State of Michigan.
- C. No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.
- D. No waiver by any Party hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.
- E. The Lessor may grant or withhold its permission for assignment, in its sole discretion. Any assignment or sublet shall not relieve the Lessee hereunder of its obligations.
- F. The Lessee has one (1) year from the signing of this lease to complete construction of an approved Hangar. The hangar occupancy permit is the final inspection of the completed hangar. If construction is not substantially completed

prior to the 1-year timeframe, the lot will revert back to the City of Clare and the lease will be terminated.

- G. This lot does come with a height restriction based upon the proximity to the approach to Runway 9. Any portion of the proposed building shall not exceed 20' in height AGL. Application will have to be made with the FAA Tall Structures online tool. MDOT Aeronautics will also need a copy of the building prints and approve that they adhere to the lot requirements.

Signed in Clare, Michigan, by:

LESSOR

City Of Clare

BY Pat Humphrey, Mayor

LESSEE(S)

Tracy Bolle  
Name (printed)

BY \_\_\_\_\_  
(Lessee Signature)

\_\_\_\_\_  
Phone Number

CITY OF CLARE  
CLARE MUNICIPAL AIRPORT  
PROPERTY LEASE AGREEMENT

This agreement is made on January 3, 2023, by and between the CITY OF CLARE, a Michigan Municipal Corporation, of Clare, Michigan 48617, (hereinafter called "Lessor"), and Tracy Bolle, 11377 N. Leaton Rd., Clare, MI 48617 (Lessee)  
(Address)  
(hereinafter called "Lessee").

**I. DESCRIPTION, USE, AND TERM**

- A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain property hereinafter called the "Leased Premises" situated in the Clare Municipal Airport, County of Clare, and State of Michigan described as follows:

\_\_\_\_\_ Lot 401 \_\_\_\_\_  
(Property ID)

- B. Said Leased Premises are to be used and occupied as, and for, an aviation hangar including any and all activities normally incident thereto and for no other purposes.
- C. The term of this Lease shall be for ten (10) years, commencing on the 3rd day of January, 2023 and ending on the 3rd day of January, 2033. The lease is renewable for additional ten (10) year periods.

**II. RENT**

- A. Lessee shall pay to Lessor for the Leased Premises, the minimum annual sum of one hundred fifty-eight and 13/100 dollars (\$162.87 as of January 1, 2023), in a single annual installment on the day of signing of this lease and thereafter annually until termination of this Lease.
- B. The Lessor reserves the right to annually adjust the lease rate by a cost-escalator. This will be determined by the end of year National Consumer Price Index (CPI). Annual adjustments will not exceed the annual CPI or 3% of the lease amount, whichever is less. There will be no annual adjustment to the lease rate if the annual CPI falls below zero.

**III. TAXES**

- A. Lessee shall pay and discharge all personal property taxes, general and special assessments, and other charges of every description which, during the term hereof and any extension thereof, may be levied on or assessed against the Leased Premises and all improvements thereon.

- B. Lessee agrees to and shall protect and hold harmless Lessor and the Leased Premises from liability for any and all such taxes, assessments, and charges, together with any interest, penalties, or other sums thereby imposed.

#### **IV. INDEMNITY**

The lessee shall indemnify the City of Clare and hold the City of Clare (including all of its subordinate bodies, officials, officers and employees) harmless from any and all liabilities, claims, damages whatsoever, arising from Lessee's exercise of its rights under this lease.

#### **V. UTILITIES**

Lessee shall, during the term of this Lease Agreement and any extensions thereof, pay all charges for electricity, telephone gas water, and sewer used in or on the Leased Premises.

#### **VI. WASTE AND NUISANCE**

Lessee shall not commit, or cause to be committed, any waste upon or within the Leased Premises, nor shall it maintain, commit, or permit the commission of any nuisance on the Leased Premises.

#### **VII. RIGHTS RESERVED TO THE LESSOR**

- A. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government shall be suspended.
- B. This Lease Agreement shall be subordinate to the provisions of any outstanding agreement between the Lessor and the United States relative to the maintenance, operation, or development of the airport.
- C. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited in Section 308 (a) of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- D. The Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

- E. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- F. There is hereby reserved to the Lessor, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Clare Municipal Airport.

## **VIII. IMPROVEMENTS**

- A. The Lessee shall have the right to construct a building on the leased premises. The Lessee shall be required to submit plans for any proposed construction on the leased parcel. Said plans must be submitted and approved prior to any construction. Further, the Lessor shall have the right to refuse or deny approval of any plans submitted for good cause.
- B. It is specifically provided that such building shall not be used for any purpose other than the Lessee's private aviation related use unless written permission for any nonconforming use is received by the Lessee from the Lessor in advance. The Lessor reserves the right to deny permission for any nonconforming use. If permission for nonconforming use is granted by the Lessor, the Lessor reserves the right to demand reasonable additional charges above the stipulated annual rental fee for the nonconforming use.

## **IX. RIGHT OF INSPECTION**

The Lessor shall have reasonable rights of inspection of the premises during normal business hours.

## **X. SURRENDER OF PREMISES**

- A. All buildings placed upon the land leased by the Lessee shall remain his own personal property, and at the expiration of the term of this lease agreement or any renewal therein, the Lessee will have 120 days in which the Lessee may remove such improvements or buildings provided that he restores the premises to their condition at the time of making this Lease, insofar as practicable. In the event the buildings are not removed within 120 days, past the expiration of the term or any renewal thereof, the building shall become the property of the Lessor, and the Lessor may retain, remove, or demolish said building without any liability on its part. Any costs of restoring the premises to their previous condition shall be borne by the Lessee.

- B. It is further agreed that in the event Lessee remains in possession of the Leased Premises after the expiration of the lease, or any renewal thereof, the Lessee shall be deemed to be occupying said premises as a tenant from month to month, subject to all conditions, provisions, and obligations of this lease insofar as the same is applicable to a month-to-month tenancy.

## **XI. DEFAULTS AND REMEDIES**

If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, Lessor may at its option, without notice to Lessee, terminate this Lease Agreement and re-enter and take possession of said premises and remove all property there from without being deemed guilty of any manner of trespass and relet the Leased Premises.

## **XII. ADDITIONAL COVENANTS BY LESSEE**

- A. The lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended.
- B. The Lessee, for himself, his heirs, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the DOT, and as said Regulations may be amended.
- C. The Lessee agrees, if applicable, to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- D. The Lessee covenants that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds

of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Lessee or any transferee for the longer of the following periods: (a) the period during which the property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Lessor or any transferee retains ownership or possession of the property.

- E. The Lessee agrees that it will practice nondiscrimination in their activities and will provide Disadvantaged Business Enterprise (DBE) participation in any sublease as required by the Lessor, in order to meet the goals of the Lessor, or required by the Federal Aviation Agency in order to obtain an exemption from the prohibition against Long-term exclusive leases.
- F. The Lessee agrees that it shall insert the above five (5) provisions in any sublease or consign by which said lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased or owned.
- G. The Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.
- H. The Lessee, by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder such that it penetrates the safety zones surrounding the airport. In the event the aforesaid covenants are breached, the Lessor reserves the right to enter upon the land leased hereunder and remove the offending structure, object or tree, all of which shall be at the expense of the Lessee.
- I. The Lessee, by accepting this Lease, agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Clare Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
- J. Any person, firm, or corporation operating aircraft on the airport may perform any services on its own aircraft, including but not limited to, maintenance and repair that the Lessee may choose to perform.

### **XIII. Bankruptcy**

Neither this Lease, nor any interest herein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

In the event the estate created hereby shall be taken in execution or by other process of law or if Lessee shall be adjudicated insolvent or bankrupt pursuant to the provisions of any State or Federal insolvency or bankruptcy act, or if a receiver trustee of the property of Lessee shall be appointed by final order un-appealed from by reason of Lessee's insolvency or inability to pay its debts, or if any assignment shall be made of Lessee's property for the benefit of creditors, then and in any of such events, Lessor may, at its option, terminate this Lease and all rights of Lessee hereunder, by giving to Lessee, notice in writing, of the election of Lessor to so terminate.

Lessee shall not ensue or give cause for institution of legal proceedings seeking to have Lessee adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Lessee's assets, and shall not make an assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Lessee or its assets, shall be conclusive evidence that Lessee caused, or gave cause, thereof, unless such allowance of the petition, or the appointment of a trustee or receiver, is appealed from or has not become final.

### **XIV. MISCELLANEOUS**

- A. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- B. This Agreement shall be construed under and in accordance with the laws of the State of Michigan.
- C. No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto.
- D. No waiver by any Party hereto of any default or breach of any term, condition, or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.
- E. The Lessor may grant or withhold its permission for assignment, in its sole discretion. Any assignment or sublet shall not relieve the Lessee hereunder of its obligations.
- F. The Lessee has one (1) year from the signing of this lease to complete construction of an approved Hangar. The hangar occupancy permit is the final inspection of the completed hangar. If construction is not substantially completed

prior to the 1-year timeframe, the lot will revert back to the City of Clare and the lease will be terminated.

- G. This lot does come with a height restriction based upon the proximity to the approach to Runway 9. Any portion of the proposed building shall not exceed 20' in height AGL. Application will have to be made with the FAA Tall Structures online tool. MDOT Aeronautics will also need a copy of the building prints and approve that they adhere to the lot requirements.

Signed in Clare, Michigan, by:

LESSOR

City Of Clare

BY Pat Humphrey, Mayor

LESSEE(S)

Tracy Bolle  
Name (printed)

BY \_\_\_\_\_  
(Lessee Signature)

\_\_\_\_\_  
Phone Number

**RESOLUTION 2023-003**

**A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A LEASE AGREEMENT FOR AIRPORT PROPERTY LOT 203 WITH TRACY BOLLE.**

**WHEREAS**, the City of Clare, The City, owns all the property at the Clare Municipal Airport and leases specific portions of said property to allow the construction and maintenance of airplane hangars by private owners; and

**WHEREAS**, the hangar on Lot 203 of the Clare Municipal Airport Plat has been sold to Mr. Tracy Bolle, as the personal estate representative of Richard Bolle; and

**WHEREAS**, the lease for said property, Lot 203 of the Clare Municipal Airport Plat, is now required to be similarly transferred to Tracy Bolle.

**NOW THEREFORE BE IT RESOLVED THAT**, the Clare City Commission hereby approves a lease agreement with Tracy Bolle for Lot 203 of the Clare Municipal Airport Plat, the terms, conditions, and stipulations of said lease agreement as outlined therein.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 3<sup>rd</sup> day of January, 2023.

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Diane Lyon, City Clerk

**RESOLUTION 2023-004**

**A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A LEASE AGREEMENT FOR AIRPORT PROPERTY LOT 401 WITH TRACY BOLLE.**

**WHEREAS**, the City of Clare, The City, owns all the property at the Clare Municipal Airport and leases specific portions of said property to allow the construction and maintenance of airplane hangars by private owners; and

**WHEREAS**, the hangar on Lot 401 of the Clare Municipal Airport Plat has been sold to Mr. Tracy Bolle, as the personal estate representative of Richard Bolle; and

**WHEREAS**, the lease for said property, Lot 401 of the Clare Municipal Airport Plat, is now required to be similarly transferred to Tracy Bolle.

**NOW THEREFORE BE IT RESOLVED THAT**, the Clare City Commission hereby approves a lease agreement with Tracy Bolle for Lot 401 of the Clare Municipal Airport Plat, the terms, conditions, and stipulations of said lease agreement as outlined therein.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 3<sup>rd</sup> day of January, 2023.

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Diane Lyon, City Clerk

## AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission  
FROM: Jeremy Howard, City Manager  
DATE: December 29, 2023  
RE: Approve 2023 Poverty Exemption Policy & Guidelines and Income Levels

For the Agenda of January 3, 2023

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**Background** Public Act 390 of 1994 requires each governing body to approve a Poverty Exemption Policy & Guidelines to be administered by the municipality's appointed Board of Review. Furthermore, Public Act 390 requires the governing body to annually approve income levels for the Board of Review to follow in their review of property tax poverty exemption applications from owners of residential properties. Public Act 390 along with other applicable bulletins (*att'd*) and regulations from the State Tax Commission provide the federal poverty income levels, the required asset tests, and other procedural requirements for the poverty exemption application.

The City's Assessor has provided the Policy & Guidelines for 2023 (*att'd*) including the federal poverty levels to be used by the Board of Review. The Assessor will assist the City of Clare's Board of Review in their consideration of applications under the provisions of Public Act 390 to ensure compliance.

**Issues & Questions Specified** Should the Clare City Commission formally approve the Poverty Exemption Policy & Guidelines and income levels?

### **Alternatives**

1. Approve the Poverty Exemption Policy & Guidelines and Income Levels.
2. Do not approve the Poverty Exemption Policy & Guidelines and Income Levels.
3. Defer/delay decision to a subsequently scheduled City Commission meeting.

**Financial Impact** The financial impact of this requirement of State Law on the City of Clare and the other taxing authorities is not determinable until after any potential applications have been received from residential property owners who qualify for the exemption. However, based upon the very low-income levels required to qualify for exemption along with the rather stringent asset tests that the Board of Review must consider the potential financial impact is negligible.

**Recommendations** I recommend that the City Commission formally approve the Poverty Exemption Policy & Guidelines and Income Levels for the upcoming calendar year as required by state law by adoption of Resolution 2023-005 (*att'd*).

### **Attachments**

1. State of Michigan Department of Treasury 11-15-2022 Bulletin 19.
2. Poverty Exemption Policy & Guidelines and Income Levels for 2023.
3. Resolution 2023-005.



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

GRETCHEN WHITMER  
GOVERNOR

RACHAEL EUBANKS  
STATE TREASURER

**Bulletin 19 of 2022**  
**November 15, 2022**  
**Procedural Changes for 2023**

**TO:** Assessing Officers and County Equalization Directors  
**FROM:** Michigan State Tax Commission  
**SUBJECT:** Procedural Changes for the 2023 Assessment Year

The purpose of this Bulletin is to provide information on statutory changes, procedural changes and reminders for the 2023 assessment year. Additional guidance may be issued later if any pending legislation is enacted by the end of the year.

### **A. Inflation Rate Used in the 2023 Capped Value Formula**

The inflation rate, expressed as a multiplier, to be used in the 2023 Capped Value Formula is 1.05.

The 2023 Capped Value Formula is as follows:

$$\mathbf{2023\ CAPPED\ VALUE = (2022\ Taxable\ Value - LOSSES) \times 1.05 + ADDITIONS}$$

The formula includes 1.05 because the inflation rate multiplier of 1.079 is higher than 1.05.

### **B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2023**

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 3 persons shall not be set lower than \$23,030 which is the amount shown on the following chart for a family of 3 persons. The income level for a family of 3 persons may be set higher than \$23,030. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2023 assessments:

Size of Family Unit	Poverty Guidelines
1	\$13,590
2	\$18,310
3	\$23,030

Size of Family Unit	Poverty Guidelines
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630
For each additional person	\$4,720

**Note:** MCL 211.7u states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available. Please see STC Bulletin 3 of 2021 for more information on poverty exemptions.

**Note:** MCL 211.7u allows an affidavit (Treasury Form 4988) to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This includes the owner of the property who is filing for the exemption.

### C. Poverty Exemption Important Reminders

It is important for assessors to review and understand the changes to the poverty exemption statute made by Public Act 253 of 2020 and to work with local officials and boards of review to ensure the necessary policies and guidelines are in place and are being followed. The governing body of the local unit may need to revise its policy and guidelines to make sure to comply with the law changes.

The Board of Review shall approve or deny the request for the poverty exemption. The Board of Review is required to follow the policy and guidelines adopted by the local assessing unit in granting or denying a poverty exemption. **The Board of Review is not permitted to deviate from the adopted policy and guidelines** (this is a change to the law in PA 253 of 2020).

Poverty exemption applications can be heard at the March, July, or December Board of Review. However, there can only be **one** Board of Review decision for a specific calendar year; a subsequent Board of Review cannot reconsider a decision already made that year. For example: if an application is denied at the March Board of Review, it may not be reheard by the July or December Board of Review during the same calendar year.

Starting in 2021, to request a poverty exemption, a taxpayer must file:

1. Form 5737 *Application for MCL 211.7u Poverty Exemption*
2. Form 5739 *Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty*

3. All required additional documentation (such as federal/state income tax returns)

Local units are still required to have adopted income guidelines and an asset test. These documents should be in writing and should be made available to taxpayers.

If a taxpayer qualifies for the poverty exemption, the Board of Review can grant a 100%, 50%, or 25% reduction in taxable value. There are no other percentage reductions permitted unless approval is granted to the local unit by the State Tax Commission for additional percentage reductions. The request must comply with the *State Tax Commission Policy Regarding Requests for Percentage Reductions in Taxable Value for Poverty Exemptions* and must be submitted using Form 5738.

The forms and guidance related to the poverty exemption are available on the State Tax Commission's website under the [Poverty Exemption Forms & Policy Related to PA 253 of 2020](#) link.

## D. Sales Studies

Equalization study dates are as follows for 2023 equalization:

Two Year Study: April 1, two years prior through March 31, current year  
Single Year Study: October 1, preceding year through September 30, current year

For 2022 studies for 2023 equalization the dates are as follows:

Two Year Study: April 1, 2020 through March 31, 2022  
Single Year Study: October 1, 2021 through September 30, 2022

Note that the time period revisions apply to all equalization studies, that is: sales ratio studies, land value studies and economic condition factor studies for appraisals. Also note that the revised time period for two-year studies applies to all real property classifications.

## E. Property Classification

The State Tax Commission reminds assessors that classification is to be determined annually and is based upon the current use of the property **and not** highest and best use of the property. The Commission is aware that some assessors are still classifying property according to highest and best use and/or are not classifying property on an annual basis. The Commission asks that all assessors take the necessary steps to ensure that all real and personal property is properly classified according to MCL 211.34c.

## F. Public Act 660 of 2018, Property Assessing Reform

Public Act 660 of defines the requirements for substantial compliance with the General Property Tax Act, provides timelines for audits and follow-up audits, and details a

process for bringing a local unit into compliance if they remain non-compliant after a follow-up review.

Information on Property Assessing Reform is available on the State Tax Commission's website at [www.michigan.gov/statetaxcommission](http://www.michigan.gov/statetaxcommission) under the Property Assessing Reform link. Any questions concerning Property Assessing Reform should be directed to [AssessingReformQuestions@michigan.gov](mailto:AssessingReformQuestions@michigan.gov).

### **Local Unit Requirements**

The statute states the requirements that must be met by the local unit beginning in the 2022 tax year. This includes having a published policy for when the assessor's office is accessible to taxpayers; information to taxpayers on how to request inspection or production of records in the assessor's office; and online access to information regarding its assessment services, including, but not limited to, parcel information, land value studies and documentation, and economic condition factors. The full list of requirements can be found in [MCL 211.10g\(1\)](#).

State Tax Commission Guideline 2020-1 breaks down how the Commission will conduct the audit based on the requirements set by MCL 211.10g(1). Guideline 2020-1 separates the statutory requirements into deficiencies (i.e. failure to have what is required by MCL 211.10g(1)) that may result in a finding of noncompliance or that are technical. Assessors should review MCL 211.10g(1) and Guideline 2020-1 and work with local unit officials to ensure that they are able to meet the statutory requirements. [Guideline 2020-1: Audit Procedures](#) is available on the STC website.

### **Required Training: Assessors and Support Staff**

PA 660 states that local units must ensure that support staff is sufficiently trained to respond to taxpayer inquiries. PA 660 also states that local units must require that assessors maintain their certification levels. Support staff is all non-certified staff that are involved in the development of the assessment roll, including field work, and any individual that may supply information from the assessment roll to the public. Certified staff members are required to meet annual continuing education requirements.

The State Tax Commission adopted the following requirements for support staff training at the October 20, 2020 meeting:

1. **Certified Support Staff:** Support staff who are certified will be required to complete their annual continuing education requirements to satisfy this audit requirement. Proof of completion and the required Form 5730 should be attached to the Assessor's Certification of the Assessment Roll and maintained with local unit records.
2. **Uncertified Support Staff:** Beginning in 2022, uncertified support staff will be required to complete training at least once every two years on key updates to assessing to meet this audit requirement. Proof of completion and the required

Form 5730 should be attached to the Assessor's Certification of the Assessment Roll and maintained with local unit records.

### **Required Training: Board of Review members**

PA 660 states that local units **must require** that its board of review members receive board of review training and updates required and approved by the State Tax Commission. Checking to ensure that board of review members are trained is now required as part of the audit of the local unit starting in 2023.

The State Tax Commission has determined that beginning in 2022, Board of Review members will be required to complete Board of Review training at least once every two years to meet this audit requirement.

This training will be offered by the State Tax Commission, or by outside organizations with State Tax Commission approval and use of State Tax Commission approved materials. Proof of completion and the required Form 5731 should be attached to the Board of Review's Certification of the Assessment Roll and maintained with local unit records. Board of Review members will need to make sure they receive proof of completion and that it is provided to the local unit so it can be properly maintained and provided during the audit.

## **G. Tax Tribunal Small Claims Division Hearings**

Assessors should carefully read all notices, orders and other correspondence sent by the Tax Tribunal. Assessors should pay special attention to the Notice of Hearing and ensure they are available at the date and time of the scheduled hearing. It is important to appear at the hearing and to timely file with the Tax Tribunal and serve a copy to the taxpayer of all evidence and documentation you wish to be considered at the hearing.

Assessors representing their local unit in Tax Tribunal hearings need to submit evidence to support the value of the property under appeal. If the assessor is relying on the property record card as evidence of value, the property record card must be for the year(s) being appealed. The complete property record card, including all calculations should be provided; do not submit a property record card that states "calculations too long" and then fail to include the additional calculations. Also, it is important to submit the studies prepared that support the economic condition factor and land value on the record card. Assessors should also be able to explain at the Tax Tribunal hearing how the value shown on the property record card was calculated. More information regarding the Michigan Tax Tribunal, including Tribunal Rules, forms and instructions is available at [www.michigan.gov/taxtribunal](http://www.michigan.gov/taxtribunal).

Assessors are also reminded that any change in contact information, including a change in email address, must be submitted to the Tax Tribunal to ensure that all case notifications are received.

## H. Qualified Heavy Equipment Rental Personal Property Exemption

Public Act 46 of 2022 was signed by the Governor on March 23, 2022. The Act creates MCL 211.9p which provides an exemption for qualified heavy equipment rental personal property beginning December 31, 2022. This exemption is not mandatory and may be claimed at the option of the qualified renter. Once qualified for the QHERPP exemption under MCL 211.9p, qualifying personal property will be exempt from ad valorem taxes and instead pay the specific tax as provided by Public Act 35 of 2022 (MCL 211.1121 - 211.1133).

**Qualified heavy equipment rental personal property** (QHERPP) is defined in MCL 211.9p(8)(f) as any construction, earthmoving, or industrial equipment that is mobile and rented to customers by a qualified renter, including attachments or other ancillary equipment for that equipment. Qualified heavy equipment rental personal property does not include handheld tools or equipment solely designed for industry-specific uses in oil and gas exploration, mining, or forestry.

The exemption must be claimed annually with the assessor by February 20 (postmark is acceptable) by filing Form 5819 *Qualified Heavy Equipment Rental Personal Property Exemption Claim* and a statement approved by the State Tax Commission of all QHERPP located at and/or rented from the qualified renter business location. If the statement is not delivered to the assessor by February 20, a late application can be filed directly with the March Board of Review where the qualified renter business is located.

Assessors are statutorily required to transmit the information contained in the statement and any other required parcel information to the Department of Treasury no later than April 1 each year. The information must be submitted electronically by emailing to [Treas-QHERPP@michigan.gov](mailto:Treas-QHERPP@michigan.gov)

More information is available in Bulletin 18 of 2022.

## I. 2023 Small Business Taxpayer Personal Property Tax Exemption Changes

Public Act 150 of 2021 was signed by the Governor on December 23, 2021. The Act amends the Small Business Taxpayer Personal Property Tax Exemption (MCL 211.9o) to increase the combined true cash value limit for “eligible personal property” in a local unit from \$80,000 to \$180,000 beginning in 2023. The exemption is required to be claimed with the local unit (city or township where the property is located) by February 21, 2023 (postmark is acceptable) by submitting the completed Form 5076 *Small Business Property Tax Exemption Claim Under MCL 211.9o*. Late filed forms may be filed directly with the 2023 March Board of Review prior to the closure of the March Board.

### **Personal Property Valued Less Than \$80,000**

To claim an exemption for personal property valued less than \$80,000, Form 5076 must be filed with the local unit (City or Township) where the personal property is located no later than February 21, 2023 (postmark is acceptable). Late filed forms may be filed directly with the local unit March Board of Review prior to the closure of the March Board of Review. Taxpayers must contact the local unit directly to determine the March Board of Review dates.

Once the exemption is granted for personal property valued at less than \$80,000, the taxpayer will continue to receive the exemption until they no longer qualify for the exemption. Once they no longer qualify, the taxpayer is required to file a rescission form and a personal property statement no later than February 20th of the year that the property is no longer eligible. Failure to file the rescission form will result in significant penalty and interest as prescribed in MCL 211.9o.

### **Personal Property Valued Greater than or Equal to \$80,000 but Less than \$180,000**

In order to claim an exemption for personal property valued at \$80,000 or more but less than \$180,000, Form 5076 **along with** Form 632 *Personal Property Statement* must be filed **ANNUALLY** with the local unit (City or Township) where the personal property is located no later than February 21, 2023 (postmark is acceptable). Late filed forms may be filed directly with the local unit March Board of Review prior to the closure of the March Board of Review.

## **J. 2023 ESA Changes**

Public Acts 153 through 156 were signed by the Governor on December 23, 2021. These Acts amend the General Property Tax Act, the State Essential Services Act, and the Alternative State Essential Services Act. The Acts change the way that Eligible Manufacturing Personal Property (EMPP) exemptions are claimed and granted, and ESA statements are generated, beginning in 2023.

For 2023 the process of claiming the EMPP exemption remains the same as it has been. **ALL** eligible claimants wishing to receive the EMPP exemption for 2023 will be required to file the Combined Document (Form 5278) with the assessor by February 21 or with the March Board of Review prior to its adjournment. **Taxpayers that do not timely file the Combined Document (Form 5278) will be ineligible to receive the EMPP exemption in 2023.** Assessors will be required to send all information from the Combined Document (Form 5278) to the Department of Treasury via their CAMA software by April 1, as has been the requirement in the past.

Beginning in 2024, eligible claimants that received the EMPP exemption in the previous year will carry the exemption over to the next year. No Combined Document (Form 5278) or other personal property form will be necessary. Eligible Claimants wishing to claim the EMPP exemption on a parcel that did not receive the exemption in the

previous year will need to file a Combined Document by deadline to do so. Taxpayers that no longer qualify for the exemption must file a Form 5277 by the deadline and the assessor remove the exemption from the parcel(s). Assessors must forward the Form 5277 and 5278 information to the Department of Treasury via CAMA software no later than April 1.

## **K. EMPP and ESA Reminders**

In September and October, the ESA Section begins to send out Summary of Changes letters for all taxpayers that have certified their ESA Statement and paid ESA liability in full. Recognizing that manufacturers occasionally move personal property between facilities located in different jurisdictions, a copy of this letter is sent to every local unit in which a taxpayer has reported EMPP if a change on their ESA Statement has been made to *any* parcel located in *any* local unit. This is done to assist each assessor in identifying property that may have been moved in or out of their local unit. Assessors are advised that even if their local unit is not listed on the Summary of Changes letter, it may be prudent to note whether any changes made to a parcel reported in another local unit may affect a parcel located in their local unit.

At times, taxpayers attempt to add a parcel to their ESA Statement that was not previously reported to the Department of Treasury. In these cases, the ESA Section will reach out to the assessor to ask if a Combined Document (Form 5278) was filed for the parcel and, if it was, request a copy of the Form. ESA Staff will also ask for a letter confirming that the EMPP exemption was claimed properly and that the failure to transmit the information to the Department of Treasury was not the fault of the taxpayer. These letters are not used to incriminate an assessor who made a mistake, but rather to add to Treasury files to document why a parcel was added to an ESA Statement after the statement was generated on May 1st.

The ESA Section has received consent judgments entered by the Michigan Tax Tribunal for stipulated agreements between EMPP claimants and the local units in which they have personal property. It is extremely important that any stipulated agreement filed with the Michigan Tax Tribunal indicates that the personal property reported on the parcel meets the definition of “eligible manufacturing personal property,” identifies which eligible manufacturing personal property qualifies for the exemption under MCL 211.9m and MCL 211.9n and directs the Department of Treasury to generate an ESA statement so that the taxpayer may pay ESA on the exempt personal property. Assessors are advised to contact the ESA Section for a list of previous dockets that contained the appropriate requirements.

More information is available in the Assessors Guide to EMPP and ESA available online at [www.michigan.gov/propertytaxexemptions](http://www.michigan.gov/propertytaxexemptions).

Further information and guidance on the Eligible Manufacturing Personal Property (EMPP) Exemption, Special Acts and the Essential Services Assessment (ESA) is available at [www.michigan.gov/ESA](http://www.michigan.gov/ESA). Additional questions should be sent via email to [ESAQuestions@michigan.gov](mailto:ESAQuestions@michigan.gov).

## **L. Omitted or Incorrectly Reported Property (MCL 211.154)**

Assessors are reminded that when submitting 154 petitions it is necessary to include complete copies of the property record cards for every year a change is being requested on the petition. For example, if a 154 petition requests a change for 2019 and 2020 the property record card for 2019 and the property record card for 2020 should be submitted. In addition, assessors must submit the calculations and documents needed to understand the reasons for the change and the amount of the requested change in the assessment and taxable values. Additionally, the 154 petition must contain an original signature. The Commission cannot accept electronic signatures or scanned signatures on petitions.

For 154 petitions involving removal of personal property, staff may request verification that the assessor inspected the personal property location or otherwise confirmed that the personal property was disposed of and was not located in the local unit on the applicable tax day. Additionally, staff may inquire as to the extent of the assessor's communication with the taxpayer to confirm that personal property was reported in the new location.

Questions can be directed to the staff at [Treas-154petitions@michigan.gov](mailto:Treas-154petitions@michigan.gov). Additional information, including Bulletin 2 of 2018 and copies of the approved forms, are available online at [www.michigan.gov/154petitions](http://www.michigan.gov/154petitions).

## **M. Authority of July and December Boards of Review**

Assessors are reminded that the July and December Boards of Review may only act on matters described in MCL 211.53b or expressly permitted by other statutes. This includes qualified errors listed in MCL 211.53b(8), and appeals related to poverty exemptions, qualified agricultural property exemptions, and qualified forest property exemptions.

In addition, other statutes, such as MCL 211.7b related to the disabled veteran's exemption, and MCL 211.7ss related to the eligible development property exemption, provide authority for the July and December Board of Review to take action.

Assessors should carefully review the Board of Review Q&A and Bulletins 13 of 2022 and 14 of 2022 to ensure their Boards of Review are acting within their statutory authorities.

Assessors should not be requesting that the July or December Boards of Review take action outside of the limited authority provided in MCL 211.53b.

### **Authority Over Principal Residence Exemptions**

Public Act 141 of 2022 was signed by the Governor on July 11, 2022. The Act amended Section 211.7cc of the General Property Tax Act, regarding the Principal Residence Exemption. PA 141 eliminated the July and December Board of Review

appeal process in MCL 211.7cc(15) and 211.53b regarding claiming a principal residence exemption for which the exemption was not on the property for the current and previous three years. **The July and December Board of Review have no authority to grant a PRE.** Assessors are asked to ensure that the July and December Boards of Review does not take action related to PRE claims.

## **N. 2023 State Tax Commission Updates Class**

At the August 23, 2022 State Tax Commission meeting, the recommendations of the Education and Certification Committee were approved.

**ALL certified assessing officers (MCAO, MAAO, MMAO) and ALL certified assessing technicians (MCAT) must take the 2023 STC Updates Class as part of their continuing education renewal requirements for the renewal cycle beginning November 1, 2022 and ending October 31, 2023.**

This class will be available both in-person at various locations across the state and online through the State Tax Commission Online Education Portal at <https://coned.mi-stc.org>. The dates and locations for the in-person classes will be posted to the State Tax Commission website.

## **O. Online Education Portal and MiSUITE (CERTS) Login**

### **STC Online Education Portal**

The State Tax Commission offers a variety of online classes, available free of charge, that provide continuing education credit. The online classes can be accessed at <https://coned.mi-stc.org>. This site is only available to Michigan certified assessors and technicians. If you have an issue with your log in credentials, especially password resets, email [State-Tax-Commission@michigan.gov](mailto:State-Tax-Commission@michigan.gov). If you require a password reset, **do not use the Forgotten Your Username or Password link on the page.** Instead, send an email to the State Tax Commission and staff will manually reset your password.

You must complete all requirements of the online course before you will receive your certificate of completion for the course. If a certificate is not emailed to you, then you likely did not complete one or more of the course requirements. The requirements that must be completed are listed at the top of each course and as you complete each one, they will be removed from the list.

Once you have received your certificate, you are responsible for uploading it into the CERTS platform to receive the continuing education credit for the course.

### **MiSUITE/CERTS**

Several updates were released in August to make MiSUITE a more user-friendly and secure platform. These updates include allowing users to request and receive an

automated password reset link, simplified password requirements, and the ability to securely register a device. Additional security measures were also implemented, including password expirations. Passwords will now expire after 90 days. If your password is expired, you will automatically be redirected to an Update Password page upon attempting to log in. Simply create a new password, confirm that password, and click "update."

You can access MiSUITE/CERTS by going to <https://sso.misuite.app>

Assessors can check continuing education hours by logging into the CERTS system and checking your profile page. Total hours remaining to be completed are listed on the profile page in CERTS as well as the completed classes that have been properly logged into the system.

Assessors are responsible for logging their own continuing education hours in CERTS. When logging credit, be sure to pick the correct course, date, location, and upload proof of attendance.

If you have any questions, concerns, or need further assistance, please email [Treas-MiSUITEHelp@michigan.gov](mailto:Treas-MiSUITEHelp@michigan.gov).

## Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

**INSTRUCTIONS:** When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, \_\_\_\_\_, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Making Affidavit

\_\_\_\_\_  
Date

# CITY OF CLARE

## POVERTY EXEMPTION POLICY & GUIDELINES (Revised January 2023)

This policy was written in accordance with and governed by MCL 211.7u, as amended.

In order to be eligible for the poverty exemption, the claimant **MUST** do all of the following *on an annual basis*:

1. Own and occupy as your principal residence, as defined in Section 7dd of the General Property Tax Act, the property for which the exemption is requested;
2. File a claim with the Board of Review after January 1<sup>st</sup>, but before the day prior to the last day of the Board of Review, on a form approved by the State Tax Commission (STC);
3. Provide federal and state income tax returns for all persons residing in the principal residence (also referred to as "household" or "homestead") These income tax returns are those filed in the current year or in the immediately preceding year. If you did not file a Tax Return, then you **MUST** get a statement of benefits paid from the Social Security Administration or Michigan Department of Social Services and/or file an affidavit to affirm you were not required to file a Federal or State Tax Return
4. Produce a valid driver's license or other form of identification.
5. Produce a deed, land contract, or other evidence of ownership of the property for which the exemption is being requested;
6. Meet the federal poverty income guidelines for the household, which are updated annually in the federal register by the United States Department of Health and Human Services; and
7. Meet the **claimant and total household asset** levels set by the City of Marshall.

### INCOME & ASSET GUIDELINES FOR POVERTY EXEMPTIONS

If your income exceeds the amounts shown or your assets exceed the amounts shown, you are NOT eligible for a Poverty Exemption.

#### Income Eligibility Updated Annually by the State Tax Commission

(Income levels are updated annually)

Size of Family Unit	Poverty Guidelines for 2023 BOR
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630
For Each Additional Person	\$4,720

For a 50% Exemption the income level may be increased to 105% of the Federal Guidelines.  
For a 25% Exemption the income level may be increased to 110% of the Federal Guidelines.

## Asset Eligibility

Applicants shall not have more than \$15,000 in assets to be eligible for consideration and no more cash than an amount equal to one month's gross household income. Assets do not include the primary residence. Assets do not include 1 automobile per licensed driver residing in the primary residence.

### GUIDELINES BY WHICH POVERTY EXEMPTIONS ARE DETERMINED

Completed application form and all required documents and attachments MUST be filed with the City Assessor's Office after January first and before the final meeting of the Board of Review in December.

March 1, for action by the March Board of Review; or

July 1, for action by the July Board of Review; or

December 1, for action by the December Board of Review.

Sign the form when you return it to the Assessor's Office.

NOTE: The filing of a claim constitutes an appearance before the Board of Review. Also, the dates for filing will be updated annually in accordance with the State of Michigan Property Tax Calendar.

1. The Board of Review determines if Income Standards have been met.
2. The Board of Review determines if Asset limits have been met.
3. The Board of Review will consider all revenue and non-revenue producing assets of the owner, co-owner and all members of the household. Any attempt to hide and/or shift assets to another person, business or corporation shall be grounds for denial.
4. Applications must be filed every year. If granted, the exemption is for one year only.
5. Applications will be reviewed by the Board of Review. The Board may ask applicants, or their authorized agents, to be physically present to answer questions. Teleconferencing for the purpose of asking questions of the applicant is allowable if the applicant is not able to attend.
6. Applicants, or their authorized agents, may have to answer questions regarding such subject as financial affairs, health and/or the status of people living in the principal residence at a meeting that is open to the public.
7. All applications will be evaluated based on data and statements given to the Board by the applicant. The Board may also use information gathered from any other source.
8. The Board of Review shall follow the policy and guidelines established herein when granting or denying an exemption.
9. Household income limits are adjusted annually to comply with the Federal Poverty Guidelines.
10. Applicants will be sent a written notice of the Board of Review's final decision. An applicant may appeal the Board of Review's decision to the Michigan Tax Tribunal. An assessor may also appeal the Board of Review's decision. Appeals must be filed with the Michigan Tax Tribunal by the following dates: March Board of Review: by July 31 of the current year. July or December Board of Review: within 35 days of decision.

Date Approved by: January 2<sup>nd</sup> 2023

**RESOLUTION 2023-005**

**A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE POVERTY EXEMPTION POLICY & GUIDELINES AND INCOME LEVELS FOR 2023.**

**WHEREAS**, Public Act 390 of 1994 requires each governing body to approve a Poverty Exemption Policy & Guidelines to be administered by the City's appointed Board of Review in their consideration of granting or denying requests from residential property owners for full or partial exemption of payment of their property taxes; and

**WHEREAS**, Public Act 390 of 1994 along with other applicable bulletins and regulations issued and administered by the State Tax Commission require municipalities to annually establish income levels to be followed by the Board of Review in their consideration of property tax poverty exemption applications from owners of residential property; and

**WHEREAS**, Public Act 390 of 1994 also establishes the requirement to include within the poverty exemption guidelines/procedures to be followed by the Board of Review an asset test of the entire household where the poverty exemption is being requested; and

**NOW THEREFORE BE IT RESOLVED** that the Clare City Commission hereby approves the Poverty Exemption Policy & Guidelines for 2023 which includes the appropriate federal poverty income levels.

**BE IT FURTHER RESOLVED** that the City Commission directs the City Assessor and Board of Review to administer the City of Clare's Property Tax Poverty Exemption Application process utilizing the Poverty Exemption Policy & Guidelines and income levels for 2023 as required by state law and statute.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_ and supported by Commissioner \_\_\_\_.  
The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 3<sup>rd</sup> day of January, 2023.

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Diane Lyon, City Clerk

## AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission  
From: Jeremy Howard, City Manager  
Date: December 29, 2022  
Regarding: Approval to Accept DWAM Grant

For the Agenda of January 3, 2023

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**Background.** At the end of 2020, City Staff worked with the City Engineer of Record to submit a Drinking Water Asset Management Grant (DWAM) (*att'd*). The city was notified in 2021 that we were not successful in being awarded the grant. However, in mid-October the City was notified that the newly passed Public Act 53 had allocated an additional \$20 million of federal ARPA funds to the Drinking Water Asset Management (DWAM) grant program and the City was now eligible for a portion (approximately 25%) of our requested funds (*att'd revised grant application*). The Clare City Commission is now asked to consider approving the acceptance of the grant agreement (copy *att'd*) and the terms therein as well as authorizing the City Manager and City Treasurer to sign any and all necessary documents and allow for any necessary budget amendments required to accept the funds.

**Issues & Questions Specified.** Should the Clare City Commission approve the acceptance of the DWAM Grant?

**Alternatives.**

1. Approve the acceptance of the DWAM grant.
2. Direct that the offer of the DWAM grant be rejected.
3. Defer/delay the decision of this matter to a subsequently scheduled City Commission meeting.

**Financial Impact.** As reflected in the grant correspondence, acceptance of the grant will provide the city with funds (\$129,750) to help offset the costs already incurred (vac truck and asset management work).

**Recommendation.** I recommend that the City Commission approve the acceptance of the DWAM grant by the adoption of Resolution 2023-006 (*copy att'd*).

**Attachments.**

1. Original DWAM Grant Application.
2. Revised DWAM Grant Application.
3. Grant Agreement.
4. Resolution 2023-006.



**DRINKING WATER ASSET MANAGEMENT (DWAM) GRANT APPLICATION**

Sec. 1001, 2019 PA 57

Public Act 57 of 2019 was made effective on September 29, 2019. Section 1001 denotes language to provide grants for asset management plan creation and distribution system materials inventory.

Grants may be awarded for Asset Management Plan (AMP) development or updates, and/or distribution system materials inventory (DSMI) related activities. The maximum grant amount allowable per applicant is \$1 million. There are no local match requirements. Applications will be accepted continuously until funding is exhausted. Applications will be awarded on a quarterly funding cycle. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) may reevaluate program and system needs after one year. Grant applications must be received by close of business on these dates to be funded in the applicable quarterly funding cycle:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>Application Deadline</b>	January 1, 2021	April 1, 2021	July 1, 2021	October 1, 2021
<b>Anticipated Grant Award Date</b> (on or before)	March 15, 2021	June 15, 2021	September 15, 2021	December 15, 2021

Type I Community Water Supplies and Type II Nontransient Noncommunity Water Supplies are eligible to apply. Applicants must not appear on the federal Debarment and Suspension List and must be in good standing with EGLE programs (i.e., no EGLE grant revoked or terminated and no demonstrated inability to manage a grant or meet obligations in a project contract with EGLE).

**Application for DWAM Grant**

Applicant Name:	Project Name:
Project Location (City or Village or Township, and County):	Population Served by System:
Estimated Project Start Date (month/year):	Estimated Project End Date (month/date/year):
Project Contact #1 (Authorized Signatory):  Name: Title: Telephone: Address:  E-mail address:	Project Contact #2 (Consulting Engineer or other):  Name: Title: Telephone: Address:  E-mail address:

Project Summary: Attach project workplan or summary pages; should include project need, what will be addressed and how, and map(s) illustrating project work areas.

Project Cost Information: Attach documentation of estimated project costs in project workplan/summary (may include vendor estimates/quotes, contracts, etc.). Grant eligible costs are those that are associated with AMP creation/update and/or DSMI. This may include asset inventory and condition assessment, level of service, criticality assessment, revenue structure review/development, and Capital Improvement Planning as part of AMP creation/update; equipment purchase if needed and used as a direct interface for asset management or materials assessment; and verification of materials for Final DSMI, including potholing/hydrovacating/trenching for inventory/planning purposes. Additional eligibility items as related to equipment purchases is discussed on the [DWAM Grant Overview Guidance Document](#).

Eligibility is project specific and determined on a case-by-case basis by EGLE. Costs not eligible for grant inclusion include, but are not limited to, tangible permanent construction.

**Provide Estimated Project Costs:**

1. AMP Costs	
2. DSMI Costs	
3. Equipment Purchase Costs	
4. Project Cost Subtotal	
5. Requested Grant Amount*	

\*Total grant amount cannot exceed \$1,000,000.

Ranking/Scoring: Projects will be batched and scored in each quarterly funding cycle. Scores will be based on the criteria established in the [DWAM Grant Overview Guidance Document](#).

Fill in the appropriate response below:

- Has the water supply had a lead or copper Action Level Exceedance (ALE) in the past three years?  
Yes No
- Did the water supply submit its Preliminary DSMI to EGLE? Yes No If yes:

Number of service lines that are ‘unknown-likely contains lead’ that need to be verified for Final DSMI:

Number of service lines that are ‘unknown-likely does not contain lead’ that need to be verified for Final DSMI:

Number of service lines that are 'material unknown' that need to be verified for Final DSMI:

Total number of service lines in the water supply:

- 3. Has the water supply implemented an EGLE-approved AMP? Yes No
- 4. Has the water supply entered into an Administrative Consent Order with EGLE related to AMP deficiencies that will be addressed as part of the awarded grant? Yes No
- 5. Was the water supply's most recent Sanitary Survey completed with no deficiencies? Yes No
- 6. Did the water supply complete the Michigan Infrastructure Council's [Asset Maturity Assessment](#)? Yes No

**I certify that the information provided in this application is complete, true, and accurate to the best of my knowledge.**

Printed Name and Title:	Signature:	Date:

**Submit completed form and applicable attachments to [EGLE-DWGrants@michigan.gov](mailto:EGLE-DWGrants@michigan.gov).**

**Or via U.S. mail to:** Michigan Department of Environment, Great Lakes, and Energy  
 Finance Division – Water Infrastructure Financing Section  
 525 West Allegan Street  
 P.O. Box 30457  
 Lansing, Michigan 48909-7957

For information or assistance on this publication, please contact the program, through EGLE Environmental Assistance Center at 800-662-9278. This publication is available in alternative formats upon request.

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This form and its contents are subject to the Freedom of Information Act and may be released to the public.

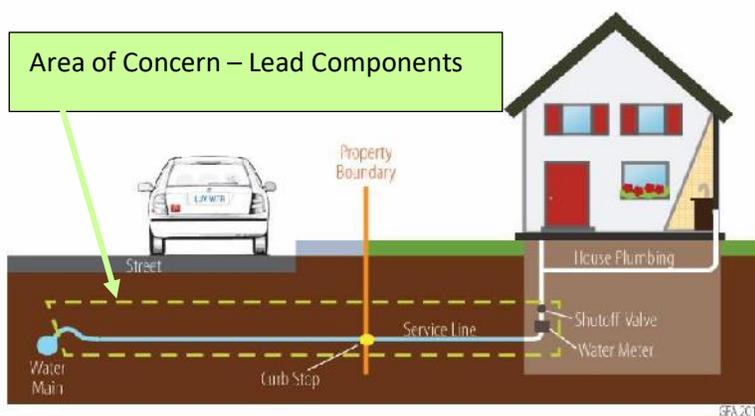
## PROJECT SUMMARY

## SECTION 1: INTRODUCTION

### 1. PURPOSE

The City of Clare owns, operates and maintains a municipal water system that has been in operation since the late 1930's. Recent rule changes related to Lead and Copper levels in drinking water implemented by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formally known as the Michigan Department of Environmental Quality (MDEQ), have gone into effect. These regulations were put into place to ensure quality drinking water is provided to protect the health of the consumers.

These rules include mandates requiring communities that provide municipal water to increase sampling protocols, inventory infrastructure for presence of lead materials, increase public awareness if present, and begin implementing the replacement of known or suspected lead components over the next 20 years.



### 2. FACILITIES DESCRIPTION

The City of Clare municipal water system is a stand-alone system that includes its own supply, storage, treatment, and distribution components. It was originally constructed to serve the central downtown area of Clare and has been expanded and upgraded throughout the years to meet the need for reliable potable water for domestic demand and fire protection. Growth in population and construction of additional commercial and industrial business has been the driving force generating increasing usage and infrastructure upgrades.

Presently the entire distribution system operates under two (2) Pressure Districts, Upper and Lower as will be continuously referred to in this report. The limits of each district are defined by the primary infrastructure that supply the users which over the years, it has been this growth that primarily has dictated. A pressure district is defined as an area when under static condition would have a common hydraulic grade line (pressure).

The water system is owned by the City of Clare and is operated and maintained by the City of Clare Water Department (plant and treatment) and Department Public Works (distribution) providing service to approximately 1,162 customers. The water system in its existing configuration consists of four (4) potable water supply wells, a 300,000-gallon elevated storage tank and 500,000 gallon elevated tank,

iron removal treatment system, water booster station and PRV, and related distribution and service piping.

The system produces an approximate average of 278,500 gallons of water per day from four wells. The distribution system consists of approximately 112,000 feet of water distribution pipe (watermain) ranging in size from 4 to 12-inches and associated fire hydrants, distribution valves, and 1,163 service leads with curb stops, corporations, and water meters at each lead.

### 3. REGULATIONS

The City of Clare as an owner and operator of municipal water system must adhere to the requirements set forth by the Michigan Safe Drinking Water Act (SDWA) under Part 399 which are enforced by the Michigan Department of Environment, Great Lakes and Energy (EGLE). To comply the City is required to regularly monitor, sample, and report to the State on essential items, including:

- Water Reliability Studies: Governed by Amendments to Rules 1203 and 1601-1606, Water Reliability Studies and General Plans are to be completed every 5 years.
  - Status: Current – 2018
- Asset Management Studies: Required for communities that service populations over 1,000 people.
  - Status: Completed by Michigan Rural Water (MWRA) and City of Clare and was submitted to EGLE and accepted March 2018.
- Lead and Copper Rules: Implemented by the State of Michigan in June 2018. Rule elements include:
  - ✓ Completion of a Distribution System Material Inventory (DSMI) and submission to EGLE by January 1, 2020.
    - Status: Completed and submitted to EGLE in December 2019
  - ✓ Final DSMI to EGLE.
    - Status: Required by January 1, 2025. A plan is currently being prepared.
  - ✓ Sampling protocol changes, including location and amounts.
    - Status: In Compliance
  - ✓ Partial lead replacement no longer allowed. Lead Service Line Replacement (LSR) shall be implemented effective January 1, 2021 to account for 5% per year over a 20-year period.
    - Status: A plan is currently being prepared and the replacement of four (4) service leads that are confirmed to contain lead already completed in 2020.
    - Status: Effective January 1, 2025.

## SECTION 2: PURPOSE

### 1. INVENTORY OVERVIEW

A Water System Asset Management Program document and a supporting Asset Management Inventory (AMI) Report was prepared by the Michigan Rural Water Association (MRWA) and City of Clare dated March 2018 was submitted to EGLE. In addition, a preliminary DSMI was prepared by the Department of Public Works (DPW) dated December 2019 that was submitted to EGLE. These documents were

beneficial as they identified not only the City assets but gave them a general overview of their condition, value, and improvement needs. The AMP provided a generalized overview of each infrastructure component in the system and assigned a probability of failure, remaining life expectancy, and level of condition. These segments were rated on a scale of 1 (new/great) – 5 (poor/failure imminent). The rating took into account such factors as: asset age, condition of asset, failure history, historical background, general experience with that type of asset, maintenance records, and knowledge regarding how that type of asset is likely to fail. It was determined that several of the critical assets (SCADA, wells and high service pumps) were rated at 4 or 5 and in need of replacement.

The following table is a list of the critical assets in the City of Clare's municipal water system that have both a high value and have been identified as being at or near the end of their useful life.

City of Clare WATER SYSTEM SUMMARY OF CRITICAL ASSETS 2017										
ASSET NAME	LOCATION	NOTES & DESCRIPTION	CRITICAL FACTOR TO A COMPONENT OR THE ENTIRE SYSTEM	CRITICAL FACTOR RATING	INSTALLATION YEAR	USEFUL LIFE	AGE	REMAINING LIFE	REPLACE IN YEAR OF	PERCENT OF ASSET REMAINING
High-Service Pump #1	Water Plant	Vertical Turbine	Entire System	21	1963	50	54	-4	2013	-8%
High-Service Pump #2	Water Plant	Vertical Turbine	Entire System	21	1963	50	54	-4	2013	-8%
Iron Removal Filter #1	Water Plant	Pressure Filter	Entire System	25	1963	50	54	-4	2013	-8%
Iron Removal Filter #2	Water Plant	Pressure Filter	Entire System	25	1963	50	54	-4	2013	-8%
Iron Removal Filter #3	Water Plant	Pressure Filter	Entire System	25	1963	50	54	-4	2013	-8%
Iron Removal Filter #4	Water Plant	Pressure Filter	Entire System	25	1963	50	54	-4	2013	-8%
Municipal Well #5	315 W. 1st Street	Municipal 16" Well	Entire System	20	1968	50	49	1	2018	2%

The DSMI conducted by the City DPW provided a preliminary inventory of known and/or suspected leads to target for replacement. Of the 1,163 leads, 9 are either known or suspected to be constructed of lead material – or were once connected to lead material (including soldered joints, goose necks and/ or piping) and a remaining 189 unlikely contain lead but require further investigation. In summary the community is responsible to investigate and evaluate 17% of the leads in the system by January 1, 2025 and plan for replacement as of January 1, 2021 for those that are known.

The City of Clare has conducted a Capital Improvement Plan last year to begin the planning process for project scope, timelines and budgets to take on projects to address the aged critical infrastructure.

Unfortunately review of the impacts of large-scale projects of this size proved to have a huge impact on users' rates that were not affordable. Ultimately the City has elected to increase users' rates to something more affordable and address the critical issues in smaller manageable pieces including recent replacement of the iron removal filters that were failing and proceed replacement of the known lead service lines and complete the final DSMI to remain in compliance.

## 2. PROJECT NEED

**Final DSMI:** The City of Clare has always been committed to providing quality water and service to their customers. In an effort to be proactive and remain in compliance with the State regulations, the City has evaluated their options on how to proceed and conduct the final DSMI inventories most efficient and effectively. The City of Clare has a well-trained and staffed DPW department and have made the

investment to hire a contractor to perform the replacement of the service lines and purchase a vac truck to begin the process of replacing the 25 known lead service lines and begin the exploration and investigation to field verify and confirm the remaining service lines that are not confirmed. They have committed to beginning this work effective in 2021 to remain in compliance with the State requirements to complete the full replacement of lead service lines at 5% a year for the next 20 years and have finalized the DSMI prior to January 1, 2025.

#### AMP:

The City of Clare has completed an EGLE approved AMP but there are some updates to confirm and evaluate assets and refine the capitol improvement plan. It is crucial the City perform a more thorough and in-depth Asset Management Plan that can be used by staff and DPW in the future. The City of Clare currently utilizes ArcGIS as a platform (GIS Mapping Program by ESRI) for inventorying their sanitary sewer assets and would like to use the same platform for their water system for consistency. The existing AMP completed by MWRA will be verified and updated through field verification including GPS and inventory of assets, updates to the existing GIS map with field data collected and creation / submission of Asset Management Report in compliance with EGLE standards. Mainstreaming the assets and their respective inventory into an interactive GIS mapping system will create a single source clearinghouse of data for existing and future users in the office or field. Having this information readily accessible will provide great ease locating in the field as it is spatial accurate and will contain all the data relevant to the asset to assist with troubleshooting and operation.

### 3. PROJECT SCOPE

Final DSMI: The scope of work to be performed is to provide for the exploration, evaluation, material determination and final DSMI for the outstanding 187 service lines that have been identified in the preliminary DSMI. The intent is to have this work completed in an expedited manner prior to the January 1, 2025 deadline. This will provide the City the ability to also plan and implement lead service line replacement in the event lead or lead components are discovered.

As previously stated, the City has evaluated several options and determined that use of their staff and equipment would provide the most cost effective and efficient manner to complete the verification of leads. The City intends to purchase and use a Vac Truck to conduct potholing and hydrovacating to expose the main and confirm material to update the inventory. The City has agreed to take on the full responsibility to communicate with each property owner, provide the necessary public education on the purpose to conduct DSMI, all field work to investigate service leads and material identification, and final reporting to EGLE. An Appendix is attached that includes a copy of their estimate of force account time and equipment cost related to the VacTruck Purchase.

AMP UPDATE: The scope to be performed is to provide for an update to the EGLE approved Asset Management Plan. This will include updating existing available information previously completed and performing field verification of assets. The City to be both efficient and effective has elected to utilize their Engineer, Gourdie Fraser to perform this work. The scope of services is summarized below and an

estimate for services and equipment to be provided is included in the Appendix. All equipment purchases will be for use by the water department to maintain the GIS map (license fees), locate water service leads and mains (utility locator) and gps receive / tablet for data collection of future water assets.

➤ Asset Inventory

- Converting As-built to GIS compatible files for import into existing City GIS maps to create overall defined water system map
- GPS data collection of all water infrastructure including curb stops, valves, hydrants, wells and tanks.
- Transfer of GPS data to GIS map to create spatially accurate watermain map
- Equipment purchases including GPS unit, utility locator and software updates to accommodate ArcView Map additions including training

➤ Level of Service / Critical Assets

GFA would conduct current condition assessment, level of service, criticality assessment and reports of all critical assets, e.g watermain, wells, storage tanks, booster station and iron removal treatment plant. This will include establishing current condition, depreciated value, replacement cost, rating of failure, and Business Risk factor.

➤ O&M Strategies / Rate Evaluation

This shall entail completing an assessment of the user rates and replacement fund and will include reviewing existing and proposed expenditures (O&M, capitol improvements) in comparison to available replacement funds and rate charges. Estimated replacement fund budgets to be prepared for future years along with rate calculations demonstrating sufficient revenues to cover existing and proposed costs.

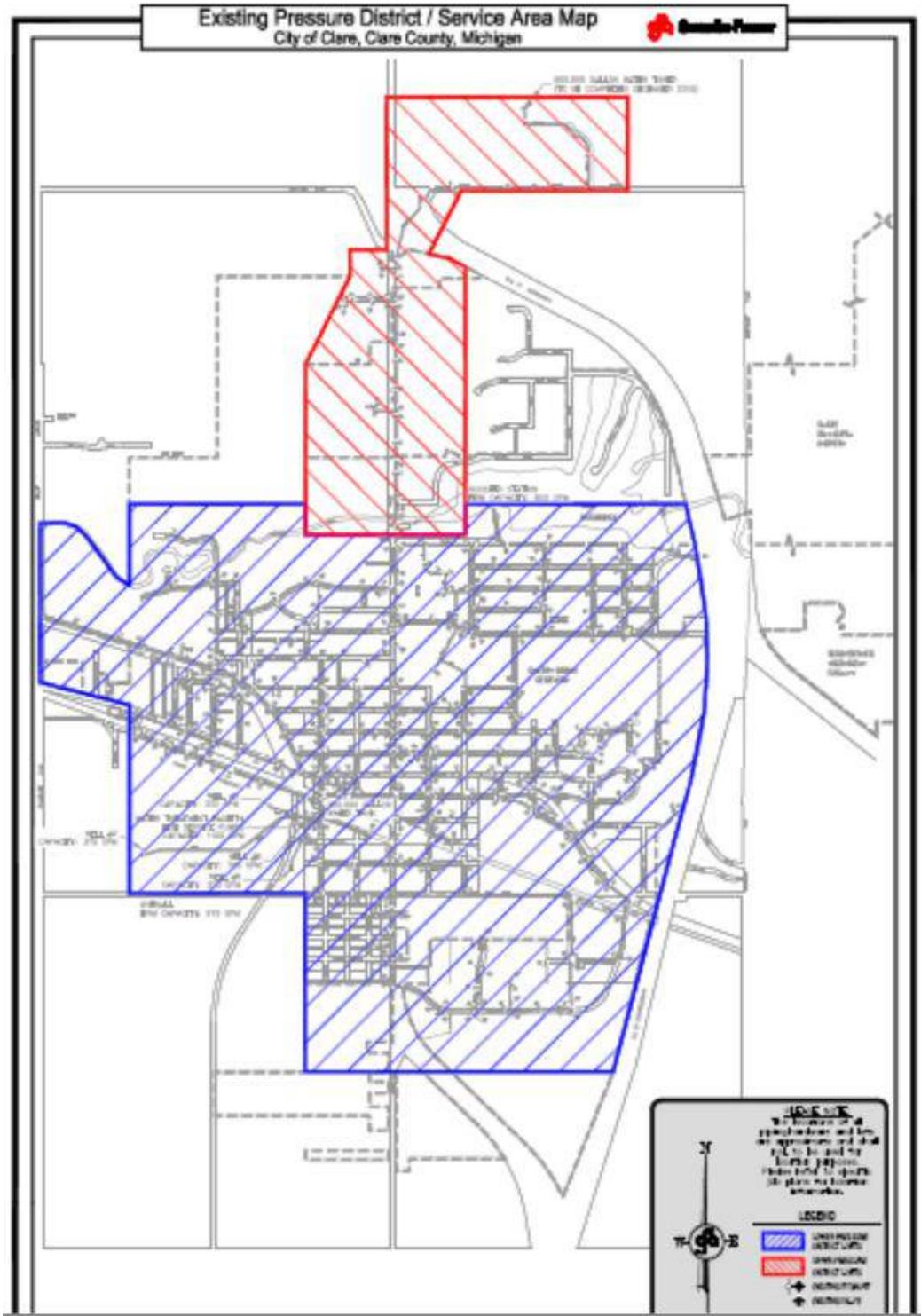
➤ AMP Report Update

Update of report with information obtained in the field resubmission to EGLE for review and approval.

In summary receipt of grant funds to help offset the costs related to updating the Asset Management Plan and conducting the final DSMI would alleviate a large burden on the City. This would provide them the ability to appropriate and budget funds for needed capital improvement projects and address their aging infrastructure.

#### 4. PROJECT AREA

Attached is a location map of the existing general plan that shows the limits of the service area for the customers (as defined by the limits of the watermain infrastructure).



APPENDIX A: FINAL DSMI – FORCE ACCOUNT COSTS

**City of Clare- DWAM Grant Application**  
**Asset Management Plan - Force Account Cost**

**Inventory**

<b>Employee Name/Classification</b>	<b><u>Hourly Wage</u></b>	<b><u>40% of wage for fringes</u></b>	<b><u>Total Hourly Wage &amp; Fringes</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Total Cost</u></b>
Chuck Longstreth - DPW Employee	\$ 20.07	\$ 8.03	\$ 28.10	485	\$ 13,627.53
Mike Allison - DPW Employee	\$ 21.69	\$ 8.68	\$ 30.37	485	\$ 14,727.51
					\$ -
Subtotal					\$ 28,355.04
<b>Total</b>					\$ 28,355.04

## APPENDIX B: AMP UPDATE– CONSULTANT QUOTE

November 18, 2020

Mr. Jeremy Howard, City Manager  
City of Clare

RE: Asset Management Plan Update  
Letter Quote of Professional Services

Jeremy:

We are pleased to provide this proposal for professional support services related to providing an update to your Asset Management Plan including mapping of the existing infrastructure that the Clare Department of Public Works (DPW) operates and maintains.

### **Professional Services**

Updates to the EGLE approved AMP are needed to ensure a complete and thorough inventory, rate review and capital improvement plan to ensure the identify assets, conditions and needed improvements are accurate. It is crucial the City perform a more thorough and in-depth Asset Management Plan that can be used by staff and DPW in the future. The City of Clare currently utilizes ArcGIS as a platform (GIS Mapping Program by ESRI) for inventorying their parcels and streets and would like to use the same platform for their water system for consistency. The existing AMP completed by MWRA will be verified and updated through field verification including GPS and inventory of assets, updates to the existing GIS map with field data collected and creation / submission of Asset Management Report in compliance with EGLE standards.

The scope of work to accomplish this is defined as follows:

### ***Scope of Services:***

#### ***Task I: Water / Sewer Record Drawing Integration***

GFA staff will inventory, scan and integrate into the GIS base map all the record drawings, lead and witness reports of the water infrastructure that services the customers in the City. We will coordinate with the DPW to obtain any drawings that we are not in possession of and will scan and integrate in the base map to ensure a complete system of all the existing record utilities. The format of these record drawings will be in .pdf making them easily viewable on a desktop PC, remote device (phone / laptop) including zoom and print features. This will pertain to wells, storage tanks, treatment facility, booster station, curb stops, valves and hydrants. The distribution system consists of approximately 112,000 feet of water distribution pipe (watermain), 217 fire hydrants, 290 distribution valves, and 1,163 service leads with curb stops, corporations, and water meters at each lead.

#### ***Task II: Detailed Inventory of Minor (Curb Stops, valves, and hydrants) and Major Assets (Storage Tanks, Wells)***

GFA staff will conduct an onsite field inspection and inventory utilizing Microsoft Excel and GPS for data collection and spatial location. Standardized spreadsheets will be prepared and used for each unique component to conduct inspection and evaluation including size, material, level of service, criticality, and probability of failure and risk assessments. Data collected is consistent with the requirements stipulated by the Michigan Department of Environment, Great Lakes and Energy (EGLE) relative to asset management. The format of this information will be made available in excel for future personal use and shapefiles to be integrated into the GIS map.

***Task III: GIS Map Integration***

GFA staff will integrate data that was field collected and import into GIS map for use by City staff and DPW. Linework will be updated to ensure spatial accuracy and GFA staff will work with DPW to create a standardized format for utility elements and attribute information.

***Task IV: Capitol Improvement Plan / Revenue (User Rate) Updates***

Update to CIP and previous water rate studies based upon recent field collected data.

***Task V: Asset Management Plan Update***

Review of all information collected and perform in the past including past water reliability studies, CIP and AMI. Update report with all documentation including CIP and rate review for submission and approval by EGLE.

***Task VI: Quality Assurance and Training***

GFA will provide training to both field and office staff related to equipment purchase and GIS mapping system. This shall include onsite customized training to help building a level of confidence with the user so they are able to maintain and manage the GIS, data and all associated tools and applications. All equipment purchases are to be by the City with selection assistance and training provided by GFA.

**Service Fees**

The following services to complete the AMP updates and GIS utility map will be performed for an hourly fee not to exceed \$74,000 without written approval. A breakdown is provided below indicated the specific services and budgetary cost thus providing the BPW the flexibility to authorize all services or specific tasks to be completed based upon availability of budget. Please note these are estimated based upon time anticipated to complete the work. GFA will track the amount of hours allocated to each task and incorporate in each monthly invoice in addition to holding meetings with the DPW staff to update on progress and status.

***Phase 2 Scope of Services:***

a. Task I	\$ 15,500.00
b. Task II	\$ 37,500.00
c. Task III	\$ 10,500.00
d. Task IV	\$ 4,500
e. Task V	\$ 4,500
d. Task VI	\$ 1,500.00

**TOTAL \$ 74,000.00**

All work and additional services shall be performed in compliance with the Engineer of Record Services Agreement. Changes, modifications, or additions to the Basic Services will be performed at the 2021 GFA hourly rates. Billings will be made once a month as the work progresses.

**Reimbursable**

1. Reimbursable expenses include the following items:
  - a. None

**Period of Service**

Each specific task of this project will be completed in a timely manner as follows upon authorization to proceed:

- a. Task 1 - 30 days
- b. Task 2 - 90 days
- c. Task 3 – 30 days
- d. Task 4 -15 days

If this proposal meets with your approval, please sign and return one copy via e-mail, mail or fax to initiate the services enclosed.

Thank you for the opportunity and confidence in Gourdie Fraser Inc. to provide these services to the City and DPW.

Sincerely,

Jennifer Hodges, P.E.  
*Project Manager*

**CITY OF CLARE**

\_\_\_\_\_  
Jeremy Howard  
*City Manager*

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

GOURDIE FRASER, INC.  
123 W. Front Street  
Traverse City, MI 49684  
(231) 946-5874  
[jennifer@gfa.tc](mailto:jennifer@gfa.tc)  
[joe@gfa.tc](mailto:joe@gfa.tc)

## APPENDIX C: FINAL DSMI – EQUIPMENT QUOTE



**Date: 7/29/2020**  
**Branch: 01-Northville**

**Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum  
System Mounted on a Heavy Duty Truck Chassis**

**VACTOR<sup>®</sup>**  
*Subsidiary of Federal Signal Corporation*

**Sourcewell Contract #122017-FSC**

**City of Clare  
202 West Fifth Street  
Clare, MI 48617  
989/386-2182**

**BM ID: 2020-36974**  
**PROPOSAL ID: 15165**

**JACK DOHENY COMPANY**

			List	Selected
1	2110-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Combo	\$250,663.00	\$250,663.00
1	2014PSTD	1000 Gallons STD (10 yrd)	STD	STD
1	3002PSTD	Vacuum, Single Engine - Dual Stage Fan	STD	STD
1	5002PA	80 GPM/2500 PSI	STD	STD
1	009PSTD	Control Panel Box	STD	STD
1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	014PSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	019PASTD	Intuitouch Electronic Package	STD	STD
1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	025PASTD	Handgun Assembly	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	030PSTD	Flexible Hose Guide	STD	STD
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	045PASTD	Suction Tube Storage - 2 Pipe	STD	STD
1	046PSTD	1" Nozzle Pipe	STD	STD
1	048PSTD	10' Leader Hose	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1032PSTD	48" Dump Height	STD	STD
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	STD	STD
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	STD	STD
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	3019PSTD	Digital Water Pressure Gauge	STD	STD
1	4006PSTD	Joystick Boom Control	STD	STD
1	4010PSTD	Boom Hose Storage, Post for 10 x 15 RDB	STD	STD
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	STD	STD
1	5011PSTD	3" Y-Strainer @ Water Pump	STD	STD
1	5012PSTD	Performance Package	STD	STD
1	5014PSTD	1" Water Relief Valve	STD	STD
1	5015PSTD	Midship High Pressure Coupling	STD	STD
1	5019PSTD	Chassis Engine Cooling Package	STD	STD
1	5022PSTD	Side Mounted Water Pump	STD	STD
1	6005PDSTD	Digital Hose Footage Counter	STD	STD
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD
1	6009PSTD	Hose Reel Chain Cover	STD	STD
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	STD	STD
1	6017PSTD	Hydraulic Tank Shutoff Valves	STD	STD
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	7005PSTD	Hydraulic Oil Temp Alarm	STD	STD
1	8000PSTD	Circuit Breakers	STD	STD

1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	S390BSTD	7" Vacuum Pipe Package	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	1003P	Debris Body Washout	\$1,546.00	\$ 1,546.00
1	1008PA	6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position	\$1,473.00	\$ 1,473.00
1	1008PC	Standpipe and Screen for 6:00 Port	\$1,030.00	\$ 1,030.00
1	1014P	Centrifugal Separators (Cyclones)	\$5,405.00	\$ 5,405.00
1	1015PBKSTD	Fixed Rear Door Pipe Rack, 7" Pipe	STD	STD
1	1022P	Rear Door Splash Shield	\$1,574.00	\$ 1,574.00
1	1023P	Lube Manifold	\$2,337.00	\$ 2,337.00
1	1023PA	Plastic Lube Chart, included with Lube Manifold	STD	STD
1	3020P	Digital Water Level Indicator	\$688.00	\$ 688.00
1	3021P	Digital Debris Body Level Indicator	\$922.00	\$ 922.00
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom	\$22,089.00	\$ 22,089.00
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,184.00	\$ 3,184.00
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB	\$579.00	\$ 579.00
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$1,756.00	\$ 1,756.00
1	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$927.00	\$ 927.00
1	6004PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller	\$5,209.00	\$ 5,209.00
1	6014P	High Pressured Hose Reel	\$1,494.00	\$ 1,494.00
1	6019P	Rodder Pump Drain Valves	\$500.00	\$ 500.00
1	8001PA	Rear Directional Control, Signal Master LED Arrow Board, 10 Lights	\$1,406.00	\$ 1,406.00
1	8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$362.00	\$ 362.00
1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,295.00	\$ 3,295.00
1	8028P	Worklights (2), LED, 10 x 15 RDB	\$805.00	\$ 805.00
1	8029PA	Worklight, LED, Operators Station	\$657.00	\$ 657.00
1	9021PA	Camera System, Front and Rear	\$630.00	\$ 630.00
1	9023PA	Safety Cone Storage Rack - Post Style	\$165.00	\$ 165.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$1,997.00	\$ 1,997.00
1	9071PF	Toolbox, Behind Cab - 14w x 36h x 96d	\$3,210.00	\$ 3,210.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	STD	STD
1	P124STD	Vactor 2100i Body Decal, Standard	STD	STD
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	STD	STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	STD	STD
1	Chassis- Mod	Chassis Modifications Charges	\$550.00	\$ 550.00

	Chassis:			
1	HV607	2021 International HV607 SBA Chassis, Cummins L9 370HP Engine, Allison 3000 RDS Automatic Transmission	\$ 87,861.71	\$ 87,861.71

Module Paint Color: White  
Cab Color: White

**Sourcewell Build-Proposal Summary**

<b>Module/Options Total:</b>	<b>\$314,453.00</b>
Options Sourcewell Discount 3%:	\$ 9,433.59
<b>Module/Options Total per Sourcewell Price Schedule:</b>	<b>\$ 305,019.41</b>
Non Sourcewell Options Total:	\$ -
<b>Total with Module and All Options:</b>	<b>\$ 305,019.41</b>
JDC Supplied Chassis:	\$ 87,861.71
<b>Total with Module, Options, and Chassis:</b>	<b>\$ 392,881.12</b>
Freight and PDI:	\$ 2,000.00
Field Training:	\$ 500.00
<b>Total:</b>	<b>\$ 395,381.12</b>

**Terms and Conditions**

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

**Dan Brennan**

Dan Brennan  
Regional Sales Representative  
248/939-3223

[DavidSnyder@dohenycompany.com](mailto:DavidSnyder@dohenycompany.com)

***This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.***

Customer: \_\_\_\_\_

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



**INVOICE INFORMATION**

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**Sold to:**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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**Ship to:**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**Email Address** \_\_\_\_\_

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**PLEASE SELECT TYPE OF BUSINESS**

Environmental \_\_\_\_\_ Petro Chemical \_\_\_\_\_ Gas & Oil \_\_\_\_\_ Sewer & Water \_\_\_\_\_

Industrial Plant \_\_\_\_\_ Utility \_\_\_\_\_ Municipal \_\_\_\_\_ Other \_\_\_\_\_

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**Customer Signature:**

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**TITLE INFORMATON**

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**Title Assigned to:**      **Name** \_\_\_\_\_  
   **Address** \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   **Contact** \_\_\_\_\_  
   **Phone #** \_\_\_\_\_  
   **Email Address** \_\_\_\_\_

<p><b>Ohio Only</b>    <b>County:</b> _____                                  <b>Fed ID#</b> _____</p>
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**Title Mailed to:**      **Name** \_\_\_\_\_  
*(Must be Physical Address)*      **Address** \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   **Contact** \_\_\_\_\_  
   **Phone #** \_\_\_\_\_  
   **Email Address** \_\_\_\_\_

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**Lienholder:**      **Name** \_\_\_\_\_  
*(If Applicable)*      **Address** \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   **Contact** \_\_\_\_\_  
   **Phone #** \_\_\_\_\_  
   **Email Address** \_\_\_\_\_

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**Customer Signature:** \_\_\_\_\_

APPENDIX D: AMP UPDATE – EQUIPMENT QUOTE

# QUOTATION - US - 21115700

Date: 12/21/2020



Leica Geosystems Inc  
Fed.Tax ID # 16-1516976  
5051 Peachtree Corners Circle  
Suite 250  
Norcross, GA 30092

www.leica-geosystems.us  
Phone 800 367 9453  
Fax 770 326 9593

**att. Cody Stricker**  
**Gourdie-Fraser Inc**  
**PO Box 927**  
**TRAVERSE CITY MI 49685-0927**

Your reference GG04plus Pro  
Your phone 231-946-5874-310  
Your fax 231-946-9634  
Your Customer N° 55648

For clarifications, please contact  
Jason Hooten - (A01)  
Mobile 317-526-7036  
jason.hooten@leica-geosystems.com

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
10	1506	1	PC.	GG04 plus Professional With following configuration:	9,512.70	9,512.70
	867128	1	PC.	GG04 plus Professional		
	772806	1	PC.	GEB212 Battery internal Li-Ion 2600mAh		
	873933	1	PC.	Hard Container for Zeno GG04 plus Rover		
	752292	1	PC.	GLS30, GNSS telescopic pole,carbon-fibre		
	1432	1	PC.	PowerSupply Configuration With following configuration:		
	799185	1	PC.	GKL311 single Charger Prof 3000		
	733272	1	PC.	GEV192-1 AC/DC-Adapter for GKL112/311 US		
	1715	1.000	AU	Zeno Mobile BYOD Configurator With following configuration:		
	871195	1	PC.	ZM 'Prof' for Android phone/tablet		
180	6013660	1	PC.	1 yr Zeno Mobile Android phone/tablet CCP consisting of: 1 yr Software Maintenance 1 yr Customer Support.	579.00	579.00
210	1506	1	PC.	Leica Zeno Tab 2 (Non-EU) With following configuration:	1,557.00	1,557.00
	897432	1	PC.	Leica Zeno Tab 2 (Non-EU)		
230	854154	1	PC.	Universal Pole Mount small Tablets	155.70	155.70
				Total before tax		11,804.40
				Sales Tax		708.25
				Total		12,512.65

# QUOTATION - US - 21115700

Date: 12/21/2020

Offer subject to Leica Geosystems terms and conditions, available at:  
[https://portal.leicaus.com/US\\_GT\\_Cs\\_of\\_Sales.txt](https://portal.leicaus.com/US_GT_Cs_of_Sales.txt)  
Full Software License Agreement: [www.leica-geosystems.com/TCSL](http://www.leica-geosystems.com/TCSL)  
Full Standard Warranty: [www.leica-geosystems.com/TCLW](http://www.leica-geosystems.com/TCLW)

In addition our delivery- and payment conditions are as follows:

Validity : 12/21/2020 - 01/20/2021

Terms of payment : 30 days net

---

With your signature you accept our offer on behalf of your company as above and you confirm, that you are authorized to do so.

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date/Place** \_\_\_\_\_

**Signature** \_\_\_\_\_

---

If you prefer using your own PO format, please issue to:

**Leica Geosystems Inc.**  
**5051 Peachtree Corners Circle**  
**Suite 250**  
**Norcross, GA 30092**  
**Fax 770 326 9593**

However, the remittance address for payments is:

**Leica Geosystems Inc.**  
**P. O. Box 536874**  
**Atlanta, GA 30353-6874**

---



## Creator

- Create maps and apps with your data
- Analyze data to understand trends
- Share maps with stakeholders in a variety of ready-to-use apps

[Hide description](#) ^

Create maps and apps, perform spatial analyses, collect data, and share results with ready-to-use apps. Creators can use the Essential Apps Bundle, Field Apps Bundle, and Office Apps Bundle. Often, people with job titles like GIS specialist, asset manager, or data journalist purchase the Creator user type. (Existing users: please note that the Creator user type is the same as the former Level 2).

Qty

\$500/yr

[Add to cart](#)

### What's included:

- ArcGIS Online: Create, edit, and manage content and members
- ArcGIS Living Atlas of the World
- Essential Apps Bundle
  - ArcGIS Configurable Apps
  - ArcGIS StoryMaps
  - Map Viewer
  - ArcGIS Dashboards



**DRINKING WATER ASSET MANAGEMENT (DWAM) GRANT APPLICATION**

Sec. 1001, 2019 PA 57

Public Act 57 of 2019 was made effective on September 29, 2019. Section 1001 denotes language to provide grants for asset management plan creation and distribution system materials inventory.

Grants may be awarded for Asset Management Plan (AMP) development or updates, and/or distribution system materials inventory (DSMI) related activities. The maximum grant amount allowable per applicant is \$1 million. There are no local match requirements. Applications will be accepted continuously until funding is exhausted. Applications will be awarded on a quarterly funding cycle. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) may reevaluate program and system needs after one year. Grant applications must be received by close of business on these dates to be funded in the applicable quarterly funding cycle:

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>Application Deadline</b>	January 1, 2021	April 1, 2021	July 1, 2021	October 1, 2021
<b>Anticipated Grant Award Date</b> (on or before)	March 15, 2021	June 15, 2021	September 15, 2021	December 15, 2021

Type I Community Water Supplies and Type II Nontransient Noncommunity Water Supplies are eligible to apply. Applicants must not appear on the federal Debarment and Suspension List and must be in good standing with EGLE programs (i.e., no EGLE grant revoked or terminated and no demonstrated inability to manage a grant or meet obligations in a project contract with EGLE).

**Application for DWAM Grant**

Applicant Name:	Project Name:
Project Location (City or Village or Township, and County):	Population Served by System:
Estimated Project Start Date (month/year):	Estimated Project End Date (month/date/year):
Project Contact #1 (Authorized Signatory):  Name: Title: Telephone: Address:  E-mail address:	Project Contact #2 (Consulting Engineer or other):  Name: Title: Telephone: Address:  E-mail address:

Project Summary: Attach project workplan or summary pages; should include project need, what will be addressed and how, and map(s) illustrating project work areas.

Project Cost Information: Attach documentation of estimated project costs in project workplan/summary (may include vendor estimates/quotes, contracts, etc.). Grant eligible costs are those that are associated with AMP creation/update and/or DSMI. This may include asset inventory and condition assessment, level of service, criticality assessment, revenue structure review/development, and Capital Improvement Planning as part of AMP creation/update; equipment purchase if needed and used as a direct interface for asset management or materials assessment; and verification of materials for Final DSMI, including potholing/hydrovac-ing/trenching for inventory/planning purposes. Additional eligibility items as related to equipment purchases is discussed on the [DWAM Grant Overview Guidance Document](#).

Eligibility is project specific and determined on a case-by-case basis by EGLE. Costs not eligible for grant inclusion include, but are not limited to, tangible permanent construction.

**Provide Estimated Project Costs:**

1. AMP Costs	
2. DSMI Costs	
3. Equipment Purchase Costs	
4. Project Cost Subtotal	
5. Requested Grant Amount*	

\*Total grant amount cannot exceed \$1,000,000.

Ranking/Scoring: Projects will be batched and scored in each quarterly funding cycle. Scores will be based on the criteria established in the [DWAM Grant Overview Guidance Document](#).

Fill in the appropriate response below:

- Has the water supply had a lead or copper Action Level Exceedance (ALE) in the past three years?  
Yes No
- Did the water supply submit its Preliminary DSMI to EGLE? Yes No If yes:

Number of service lines that are ‘unknown-likely contains lead’ that need to be verified for Final DSMI:

Number of service lines that are ‘unknown-likely does not contain lead’ that need to be verified for Final DSMI:

Number of service lines that are 'material unknown' that need to be verified for Final DSMI:

Total number of service lines in the water supply:

- 3. Has the water supply implemented an EGLE-approved AMP? Yes No
- 4. Has the water supply entered into an Administrative Consent Order with EGLE related to AMP deficiencies that will be addressed as part of the awarded grant? Yes No
- 5. Was the water supply's most recent Sanitary Survey completed with no deficiencies? Yes No
- 6. Did the water supply complete the Michigan Infrastructure Council's [Asset Maturity Assessment](#)? Yes No

**I certify that the information provided in this application is complete, true, and accurate to the best of my knowledge.**

Printed Name and Title:	Signature:	Date:

**Submit completed form and applicable attachments to [EGLE-DWGrants@michigan.gov](mailto:EGLE-DWGrants@michigan.gov).**

**Or via U.S. mail to:** Michigan Department of Environment, Great Lakes, and Energy  
 Finance Division – Water Infrastructure Financing Section  
 525 West Allegan Street  
 P.O. Box 30457  
 Lansing, Michigan 48909-7957

For information or assistance on this publication, please contact the program, through EGLE Environmental Assistance Center at 800-662-9278. This publication is available in alternative formats upon request.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

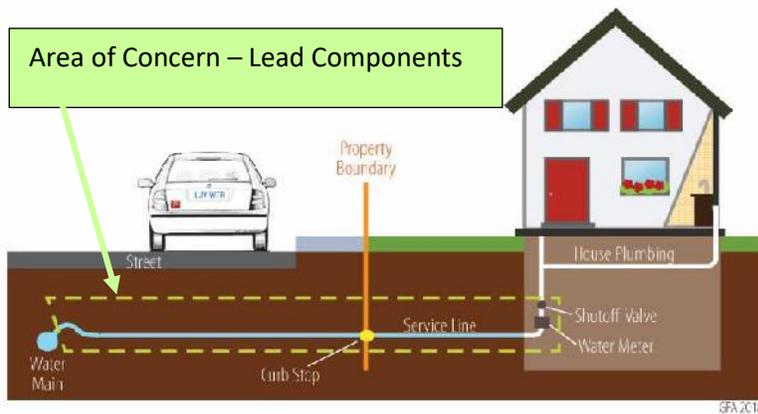
## PROJECT SUMMARY

## SECTION 1: INTRODUCTION

### 1. PURPOSE

The City of Clare owns, operates and maintains a municipal water system that has been in operation since the late 1930's. Recent rule changes related to Lead and Copper levels in drinking water implemented by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), formally known as the Michigan Department of Environmental Quality (MDEQ), have gone into effect. These regulations were put into place to ensure quality drinking water is provided to protect the health of the consumers.

These rules include mandates requiring communities that provide municipal water to increase sampling protocols, inventory infrastructure for presence of lead materials, increase public awareness if present, and begin implementing the replacement of known or suspected lead components over the next 20 years.



### 2. FACILITIES DESCRIPTION

The City of Clare municipal water system is a stand-alone system that includes its own supply, storage, treatment, and distribution components. It was originally constructed to serve the central downtown area of Clare and has been expanded and upgraded throughout the years to meet the need for reliable potable water for domestic demand and fire protection. Growth in population and construction of additional commercial and industrial business has been the driving force generating increasing usage and infrastructure upgrades.

Presently the entire distribution system operates under two (2) Pressure Districts, Upper and Lower as will be continuously referred to in this report. The limits of each district are defined by the primary infrastructure that supply the users which over the years, it has been this growth that primarily has dictated. A pressure district is defined as an area when under static condition would have a common hydraulic grade line (pressure).

The water system is owned by the City of Clare and is operated and maintained by the City of Clare Water Department (plant and treatment) and Department Public Works (distribution) providing service to approximately 1,162 customers. The water system in its existing configuration consists of four (4) potable water supply wells, a 300,000-gallon elevated storage tank and 500,000 gallon elevated tank,

iron removal treatment system, water booster station and PRV, and related distribution and service piping.

The system produces an approximate average of 278,500 gallons of water per day from four wells. The distribution system consists of approximately 112,000 feet of water distribution pipe (watermain) ranging in size from 4 to 12-inches and associated fire hydrants, distribution valves, and 1,163 service leads with curb stops, corporations, and water meters at each lead.

### 3. REGULATIONS

The City of Clare as an owner and operator of municipal water system must adhere to the requirements set forth by the Michigan Safe Drinking Water Act (SDWA) under Part 399 which are enforced by the Michigan Department of Environment, Great Lakes and Energy (EGLE). To comply the City is required to regularly monitor, sample, and report to the State on essential items, including:

- Water Reliability Studies: Governed by Amendments to Rules 1203 and 1601-1606, Water Reliability Studies and General Plans are to be completed every 5 years.
  - Status: Current – 2018
- Asset Management Studies: Required for communities that service populations over 1,000 people.
  - Status: Completed by Michigan Rural Water (MWRA) and City of Clare and was submitted to EGLE and accepted March 2018.
- Lead and Copper Rules: Implemented by the State of Michigan in June 2018. Rule elements include:
  - ✓ Completion of a Distribution System Material Inventory (DSMI) and submission to EGLE by January 1, 2020.
    - Status: Completed and submitted to EGLE in December 2019
  - ✓ Final DSMI to EGLE.
    - Status: Required by January 1, 2025. A plan is currently being prepared.
  - ✓ Sampling protocol changes, including location and amounts.
    - Status: In Compliance
  - ✓ Partial lead replacement no longer allowed. Lead Service Line Replacement (LSR) shall be implemented effective January 1, 2021 to account for 5% per year over a 20-year period.
    - Status: A plan is currently being prepared and the replacement of four (4) service leads that are confirmed to contain lead already completed in 2020.
    - Status: Effective January 1, 2025.

## SECTION 2: PURPOSE

### 1. INVENTORY OVERVIEW

A Water System Asset Management Program document and a supporting Asset Management Inventory (AMI) Report was prepared by the Michigan Rural Water Association (MRWA) and City of Clare dated March 2018 was submitted to EGLE. In addition, a preliminary DSMI was prepared by the Department of Public Works (DPW) dated December 2019 that was submitted to EGLE. These documents were

beneficial as they identified not only the City assets but gave them a general overview of their condition, value, and improvement needs. The AMP provided a generalized overview of each infrastructure component in the system and assigned a probability of failure, remaining life expectancy, and level of condition. These segments were rated on a scale of 1 (new/great) – 5 (poor/failure imminent). The rating took into account such factors as: asset age, condition of asset, failure history, historical background, general experience with that type of asset, maintenance records, and knowledge regarding how that type of asset is likely to fail. It was determined that several of the critical assets (SCADA, wells and high service pumps) were rated at 4 or 5 and in need of replacement.

The following table is a list of the critical assets in the City of Clare's municipal water system that have both a high value and have been identified as being at or near the end of their useful life.

City of Clare WATER SYSTEM SUMMARY OF CRITICAL ASSETS 2017										
ASSET NAME	LOCATION	NOTES & DESCRIPTION	CRITICAL FACTOR TO A COMPONENT OR THE ENTIRE SYSTEM	CRITICAL FACTOR RATING	INSTALLATION YEAR	USEFUL LIFE	AGE	REMAINING LIFE	REPLACE IN YEAR OF	PERCENT OF ASSET REMAINING
High Service Pump #1	Water Plant	Vertical Turbine	Entire System	21	1963	50	54	-4	2013	-8%
High Service Pump #2	Water Plant	Vertical Turbine	Entire System	21	1963	50	54	-4	2013	-8%
Iron Removal Filter #1	Water Plant	Pressure Filter	Entire System	25	1963	50	54	-4	2013	-8%
Iron Removal Filter #2	Water Plant	Pressure Filter	Entire System	25	1963	50	54	-4	2013	-8%
Iron Removal Filter #3	Water Plant	Pressure Filter	Entire System	25	1963	50	54	-4	2013	-8%
Iron Removal Filter #4	Water Plant	Pressure Filter	Entire System	25	1963	50	54	-4	2013	-8%
Municipal Well #5	315 W. 1st Street	Municipal 16" Well	Entire System	20	1968	50	49	1	2018	2%

The DSMI conducted by the City DPW provided a preliminary inventory of known and/or suspected leads to target for replacement. Of the 1,163 leads, 9 are either known or suspected to be constructed of lead material – or were once connected to lead material (including soldered joints, goose necks and/or piping) and a remaining 189 unlikely contain lead but require further investigation. In summary the community is responsible to investigate and evaluate 17% of the leads in the system by January 1, 2025 and plan for replacement as of January 1, 2021 for those that are known. *As an update, the City of Clare did complete the final DSMI and currently are implementing replacement of the lead service lines. The City has retained a contractor to complete all the replacements over the next 5 years.*

The City of Clare has conducted a Capital Improvement Plan last year to begin the planning process for project scope, timelines and budgets to take on projects to address the aged critical infrastructure.

Unfortunately review of the impacts of large-scale projects of this size proved to have a huge impact on users' rates that were not affordable. Ultimately the City has elected to increase users' rates to something more affordable and address the critical issues in smaller manageable pieces including recent replacement of the iron removal filters that were failing and proceed replacement of the known lead service lines and complete the final DSMI to remain in compliance.

## 2. PROJECT NEED

Final DSMI: The City of Clare has always been committed to providing quality water and service to their customers. In an effort to be proactive and remain in compliance with the State regulations, the City has

evaluated their options on how to proceed and conduct the final DSMI inventories most efficient and effectively. The City of Clare has a well-trained and staffed DPW department and have made the investment to hire a contractor to perform the replacement of the service lines and purchase a vac truck to begin the process of replacing lead service lines over the next 5 years. *A final DSMI was completed by City staff prior to March 2021 and therefore those expenses incurred are now ineligible and have been removed from the grant request. Therefore the only request of this portion of the grant would be related to the Vac truck.*

#### AMP:

The City of Clare has completed an EGLE approved AMP but there are some updates to confirm and evaluate assets and refine the capital improvement plan. It is crucial the City perform a more thorough and in-depth Asset Management Plan that can be used by staff and DPW in the future. The City of Clare currently utilizes ArcGIS as a platform (GIS Mapping Program by ESRI) for inventorying their sanitary sewer assets and would like to use the same platform for their water system for consistency. *Recently the City of Clare was fortunate to receive a MEDC Grant to implement improvements to the water system including asset inventory. Therefore the only funds requested for this grant would be to finalize and update the existing AMP once the data has been collected and purchase of GPS equipment for future asset collection.*

### 3. PROJECT SCOPE

Final DSMI: *N/A*

AMP UPDATE: The scope to be performed is to provide for an update to the EGLE approved Asset Management Plan. The scope of services is summarized below and an estimate for services and equipment to be provided is included in the Appendix. All equipment purchases will be for use by the water department to maintain the GIS map (license fees), locate water service leads and mains (utility locator) and gps receive / tablet for data collection of future water assets.

➤ Asset Inventory

- Equipment purchases including GPS unit, utility locator and software updates to accommodate ArcView Map additions including training

➤ O&M Strategies / Rate Evaluation

This shall entail completing an assessment of the user rates and replacement fund and will include reviewing existing and proposed expenditures (O&M, capitol improvements) in comparison to available replacement funds and rate charges. Estimated replacement fund budgets to be prepared for future years along with rate calculations demonstrating sufficient revenues to cover existing and proposed costs.

➤ AMP Report Update

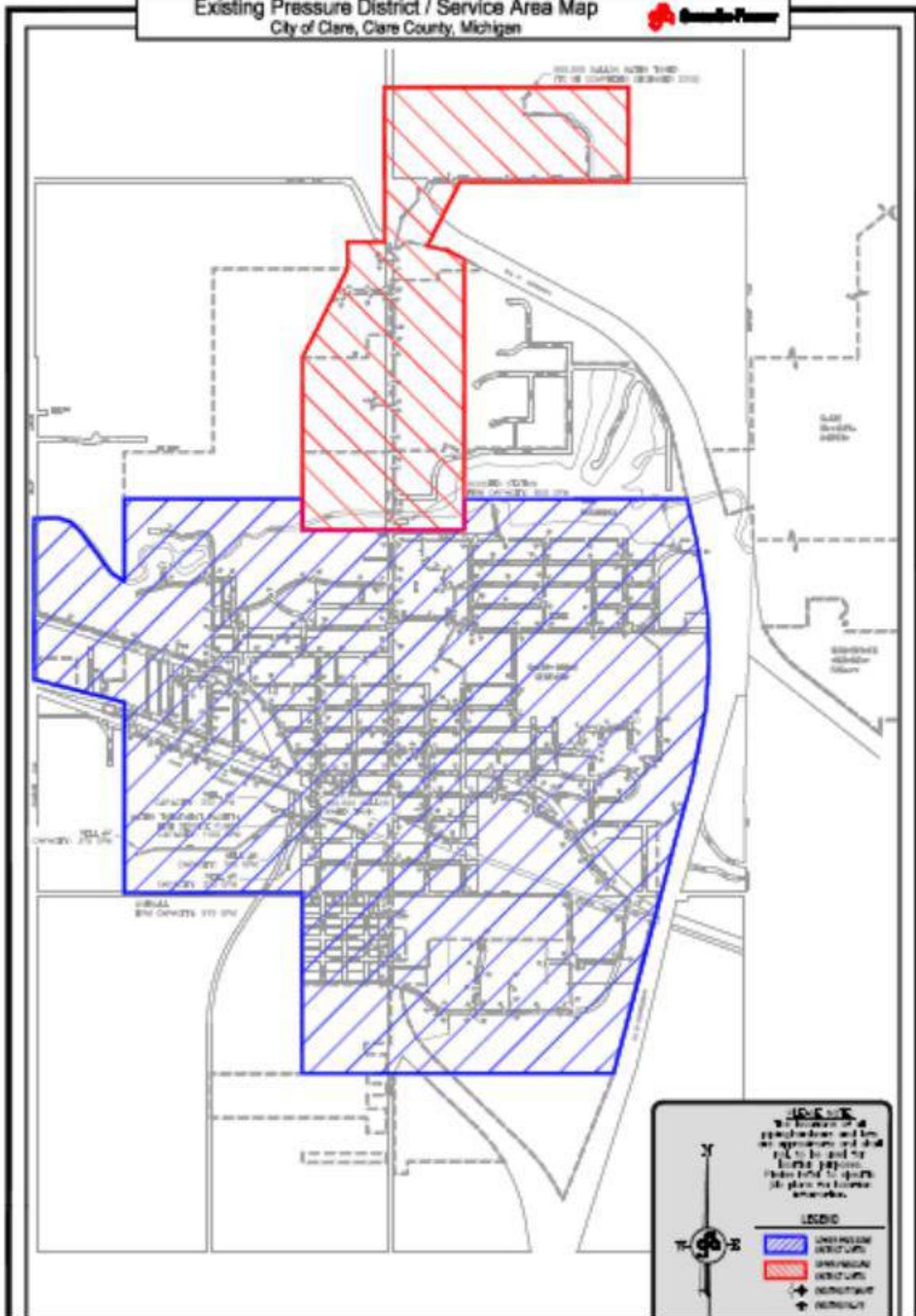
Update of report with information obtained in the field resubmission to EGLE for review and approval.

In summary receipt of grant funds to help offset the costs related to updating the Asset Management Plan and aid with equipment purchase would alleviate a large burden on the City. This would provide them the ability to appropriate and budget funds for needed capital improvement projects and address their aging infrastructure.

#### 4. PROJECT AREA

Attached is a location map of the existing general plan that shows the limits of the service area for the customers (as defined by the limits of the watermain infrastructure).

Existing Pressure District / Service Area Map  
 City of Clare, Clare County, Michigan



APPENDIX A: AMP UPDATE– CONSULTANT QUOTE

November 10, 2022

Mr. Jeremy Howard, City Manager  
City of Clare

RE: Asset Management Plan Update  
Letter Quote of Professional Services – UPDATED

Jeremy:

We are pleased to provide this proposal for professional support services related to providing an update to your Asset Management Plan including mapping of the existing infrastructure that the Clare Department of Public Works (DPW) operates and maintains.

### **Professional Services**

Updates to the EGGLE approved AMP are needed to ensure a complete and thorough inventory, rate review and capital improvement plan to ensure the identify assets, conditions and needed improvements are accurate. It is crucial the City perform a more thorough and in-depth Asset Management Plan that can be used by staff and DPW in the future. The City of Clare was awarded an MEDC grant recently which will be utilized to collect and inventory the existing assets. This proposal represents services to update the AMP with the information collection under the MEDC Grant. The existing AMP completed by MWRA will be verified and updated through field verification including GPS and inventory of assets, updates to the existing GIS map with field data collected and creation / submission of Asset Management Report in compliance with EGGLE standards.

The scope of work to accomplish this is defined as follows:

### ***Scope of Services:***

#### ***Task I: Water / Sewer Record Drawing Integration***

N/A- Completed by MEDC Grant

#### ***Task II: Detailed Inventory of Minor (Curb Stops, valves, and hydrants) and Major Assets (Storage Tanks, Wells)***

N/A – Completed by MEDC Grant

#### ***Task III: GIS Map Integration***

N/A – Completed by MEDC Grant

#### ***Task IV: Capitol Improvement Plan / Revenue (User Rate) Updates***

Update to CIP and previous water rate studies based upon recent field collected data.

#### ***Task V: Asset Management Plan Update***

Review of all information collected and perform in the past including past water reliability studies, CIP and AMI. Update report with all documentation including CIP and rate review for submission and approval by EGGLE.

#### ***Task VI: Quality Assurance and Training***

N/A- Completed by MEDC Grant

**Service Fees**

The following services to complete the AMP updates will be performed for an hourly fee not to exceed \$25,750 without written approval. A breakdown is provided below indicated the specific services and budgetary cost thus providing the City the flexibility to authorize all services or specific tasks to be completed based upon availability of budget. Please note these are estimated based upon time anticipated to complete the work. GFA will track the amount of hours allocated to each task and incorporate in each monthly invoice in addition to holding meetings with the DPW staff to update on progress and status.

***Phase 2 Scope of Services:***

a. Task I	\$ 0
b. Task II	\$ 0
c. Task III	\$ 0
d. Task IV	\$ 12,500
e. Task V	\$ 13,250
d. Task VI	\$ 0

**TOTAL** **\$ 25,750.00**

All work and additional services shall be performed in compliance with the Engineer of Record Services Agreement. Changes, modifications, or additions to the Basic Services will be performed at the 2021 GFA hourly rates. Billings will be made once a month as the work progresses.

Reimbursable

1. Reimbursable expenses include the following items:
  - a. None

**Period of Service**

Each specific task of this project will be completed in a timely manner as follows upon authorization to proceed:

- a. Task 1 - N/A
- b. Task 2 – N/A
- c. Task 3 – 30 days
- d. Task 4 -N/A

If this proposal meets with your approval, please sign and return one copy via e-mail, mail or fax to initiate the services enclosed.

Thank you for the opportunity and confidence in Gourdie Fraser Inc. to provide these services to the City and DPW.

Sincerely,

Jennifer Hodges, P.E.  
*Project Manager*

**CITY OF CLARE**

---

Jeremy Howard  
*City Manager*

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

GOURDIE FRASER, INC.  
123 W. Front Street  
Traverse City, MI 49684  
(231) 946-5874  
[jennifer@gfa.tc](mailto:jennifer@gfa.tc)  
[joe@gfa.tc](mailto:joe@gfa.tc)

APPENDIX B: FINAL DSMI – EQUIPMENT QUOTE



**Date: 7/29/2020**  
**Branch: 01-Northville**

**Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum  
System Mounted on a Heavy Duty Truck Chassis**

**VACTOR<sup>®</sup>**  
*Subsidiary of Federal Signal Corporation*

**Sourcewell Contract #122017-FSC**

**City of Clare  
202 West Fifth Street  
Clare, MI 48617  
989/386-2182**

**BM ID: 2020-36974**  
**PROPOSAL ID: 15165**

**JACK DOHENY COMPANY**

			List	Selected
1	2110-SE2-PLUS	2100i Single Engine Fan, Dual Stage, 10 yrd Debris, Combo	\$250,663.00	\$250,663.00
1	2014PSTD	1000 Gallons STD (10 yrd)	STD	STD
1	3002PSTD	Vacuum, Single Engine - Dual Stage Fan	STD	STD
1	5002PA	80 GPM/2500 PSI	STD	STD
1	009PSTD	Control Panel Box	STD	STD
1	011PSTD	Aluminum Fenders	STD	STD
1	012PSTD	Mud Flaps	STD	STD
1	014PSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016PSTD	Color Coded Sealed Electrical System	STD	STD
1	019PASTD	Intuitouch Electronic Package	STD	STD
1	020PSTD	Double Acting Hoist Cylinder	STD	STD
1	025PASTD	Handgun Assembly	STD	STD
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	030PSTD	Flexible Hose Guide	STD	STD
1	032PSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	045PASTD	Suction Tube Storage - 2 Pipe	STD	STD
1	046PSTD	1" Nozzle Pipe	STD	STD
1	048PSTD	10' Leader Hose	STD	STD
1	1001PSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005PSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1024PSTD	Debris Body Vacuum Relief System	STD	STD
1	1031PSTD	Debris Deflector Plate	STD	STD
1	1032PSTD	48" Dump Height	STD	STD
1	2001PSTD	Low Water Alarm with Water Pump Flow Indicator	STD	STD
1	2011PSTD	3" Y-Strainer at Passenger Side Fill	STD	STD
1	2022PSTD	Additional Water Tank Sight Gauge	STD	STD
1	2023PSTD	Liquid Float Level Indicator	STD	STD
1	3019PSTD	Digital Water Pressure Gauge	STD	STD
1	4006PSTD	Joystick Boom Control	STD	STD
1	4010PSTD	Boom Hose Storage, Post for 10 x 15 RDB	STD	STD
1	5010PSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	STD	STD
1	5011PSTD	3" Y-Strainer @ Water Pump	STD	STD
1	5012PSTD	Performance Package	STD	STD
1	5014PSTD	1" Water Relief Valve	STD	STD
1	5015PSTD	Midship High Pressure Coupling	STD	STD
1	5019PSTD	Chassis Engine Cooling Package	STD	STD
1	5022PSTD	Side Mounted Water Pump	STD	STD
1	6005PDSTD	Digital Hose Footage Counter	STD	STD
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD
1	6009PSTD	Hose Reel Chain Cover	STD	STD
1	6020PBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	STD	STD
1	6017PSTD	Hydraulic Tank Shutoff Valves	STD	STD
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003PSTD	Water Pump Hour Meter	STD	STD
1	7004PSTD	PTO Hour Meter	STD	STD
1	7005PSTD	Hydraulic Oil Temp Alarm	STD	STD
1	8000PSTD	Circuit Breakers	STD	STD

1	8025PSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002PSTD	Tow Hooks, Front	STD	STD
1	9002PSTD	Tow Hooks, Rear	STD	STD
1	9003PSTD	Electronic Back-Up Alarm	STD	STD
1	S390BSTD	7" Vacuum Pipe Package	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	1003P	Debris Body Washout	\$1,546.00	\$ 1,546.00
1	1008PA	6" Rear Door Knife Valve w/Camloc w/Port & Fixed Basket Screen, 6:00 position	\$1,473.00	\$ 1,473.00
1	1008PC	Standpipe and Screen for 6:00 Port	\$1,030.00	\$ 1,030.00
1	1014P	Centrifugal Separators (Cyclones)	\$5,405.00	\$ 5,405.00
1	1015PBKSTD	Fixed Rear Door Pipe Rack, 7" Pipe	STD	STD
1	1022P	Rear Door Splash Shield	\$1,574.00	\$ 1,574.00
1	1023P	Lube Manifold	\$2,337.00	\$ 2,337.00
1	1023PA	Plastic Lube Chart, included with Lube Manifold	STD	STD
1	3020P	Digital Water Level Indicator	\$688.00	\$ 688.00
1	3021P	Digital Debris Body Level Indicator	\$922.00	\$ 922.00
1	4016P	180 deg. 10' x 15' Rapid Deployment Boom	\$22,089.00	\$ 22,089.00
1	4011PB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,184.00	\$ 3,184.00
1	4013PB	Rotatable Boom Inlet Hose, 10 x 15 RDB	\$579.00	\$ 579.00
1	5008PB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$1,756.00	\$ 1,756.00
1	6002PB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$927.00	\$ 927.00
1	6004PB	Hose Wind Guide (Dual Roller), Auto, Indexing with Pinch Roller	\$5,209.00	\$ 5,209.00
1	6014P	High Pressured Hose Reel	\$1,494.00	\$ 1,494.00
1	6019P	Rodder Pump Drain Valves	\$500.00	\$ 500.00
1	8001PA	Rear Directional Control, Signal Master LED Arrow Board, 10 Lights	\$1,406.00	\$ 1,406.00
1	8002PA	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug	\$362.00	\$ 362.00
1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$3,295.00	\$ 3,295.00
1	8028P	Worklights (2), LED, 10 x 15 RDB	\$805.00	\$ 805.00
1	8029PA	Worklight, LED, Operators Station	\$657.00	\$ 657.00
1	9021PA	Camera System, Front and Rear	\$630.00	\$ 630.00
1	9023PA	Safety Cone Storage Rack - Post Style	\$165.00	\$ 165.00
1	9070PA	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers	\$1,997.00	\$ 1,997.00
1	9071PF	Toolbox, Behind Cab - 14w x 36h x 96d	\$3,210.00	\$ 3,210.00
1	P112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	STD	STD
1	P124STD	Vactor 2100i Body Decal, Standard	STD	STD
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	STD	STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	STD	STD
1	Chassis- Mod	Chassis Modifications Charges	\$550.00	\$ 550.00

	Chassis:			
1	HV607	2021 International HV607 SBA Chassis, Cummins L9 370HP Engine, Allison 3000 RDS Automatic Transmission	\$ 87,861.71	\$ 87,861.71

Module Paint Color: White  
Cab Color: White

**Sourcewell Build-Proposal Summary**

<b>Module/Options Total:</b>	<b>\$314,453.00</b>
Options Sourcewell Discount 3%:	\$ 9,433.59
<b>Module/Options Total per Sourcewell Price Schedule:</b>	<b>\$ 305,019.41</b>
Non Sourcewell Options Total:	\$ -
<b>Total with Module and All Options:</b>	<b>\$ 305,019.41</b>
JDC Supplied Chassis:	\$ 87,861.71
<b>Total with Module, Options, and Chassis:</b>	<b>\$ 392,881.12</b>
Freight and PDI:	\$ 2,000.00
Field Training:	\$ 500.00
<b>Total:</b>	<b>\$ 395,381.12</b>

**Terms and Conditions**

Acceptance of this Proposal is subject to availability of the Equipment listed above.  
Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.  
The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.  
Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties. If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,

**Dan Brennan**

Dan Brennan  
Regional Sales Representative  
248/939-3223  
[DavidSnyder@dohenycompany.com](mailto:DavidSnyder@dohenycompany.com)

***This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.***

Customer: \_\_\_\_\_

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



APPENDIX C: AMP UPDATE – EQUIPMENT QUOTE

# QUOTATION - US - 21115700

Date: 12/21/2020



Leica Geosystems Inc  
Fed.Tax ID # 16-1516976  
5051 Peachtree Corners Circle  
Suite 250  
Norcross, GA 30092

www.leica-geosystems.us  
Phone 800 367 9453  
Fax 770 326 9593

**att. Cody Stricker**  
**Gourdie-Fraser Inc**  
**PO Box 927**  
**TRAVERSE CITY MI 49685-0927**

Your reference GG04plus Pro  
Your phone 231-946-5874-310  
Your fax 231-946-9634  
Your Customer N° 55648

For clarifications, please contact  
Jason Hooten - (A01)  
Mobile 317-526-7036  
jason.hooten@leica-geosystems.com

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
10	1506	1	PC.	GG04 plus Professional With following configuration:	9,512.70	9,512.70
	867128	1	PC.	GG04 plus Professional		
	772806	1	PC.	GEB212 Battery internal Li-Ion 2600mAh		
	873933	1	PC.	Hard Container for Zeno GG04 plus Rover		
	752292	1	PC.	GLS30, GNSS telescopic pole,carbon-fibre		
	1432	1	PC.	PowerSupply Configuration With following configuration:		
	799185	1	PC.	GKL311 single Charger Prof 3000		
	733272	1	PC.	GEV192-1 AC/DC-Adapter for GKL112/311 US		
	1715	1.000	AU	Zeno Mobile BYOD Configurator With following configuration:		
	871195	1	PC.	ZM 'Prof' for Android phone/tablet		
180	6013660	1	PC.	1 yr Zeno Mobile Android phone/tablet CCP consisting of: 1 yr Software Maintenance 1 yr Customer Support.	579.00	579.00
210	1506	1	PC.	Leica Zeno Tab 2 (Non-EU) With following configuration:	1,557.00	1,557.00
	897432	1	PC.	Leica Zeno Tab 2 (Non-EU)		
230	854154	1	PC.	Universal Pole Mount small Tablets	155.70	155.70
				Total before tax		11,804.40
				Sales Tax		708.25
				Total		12,512.65

# QUOTATION - US - 21115700

Date: 12/21/2020

Offer subject to Leica Geosystems terms and conditions, available at:  
[https://portal.leicaus.com/US\\_GT\\_Cs\\_of\\_Sales.txt](https://portal.leicaus.com/US_GT_Cs_of_Sales.txt)  
Full Software License Agreement: [www.leica-geosystems.com/TCSL](http://www.leica-geosystems.com/TCSL)  
Full Standard Warranty: [www.leica-geosystems.com/TCLW](http://www.leica-geosystems.com/TCLW)

In addition our delivery- and payment conditions are as follows:

Validity : 12/21/2020 - 01/20/2021

Terms of payment : 30 days net

---

With your signature you accept our offer on behalf of your company as above and you confirm, that you are authorized to do so.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date/Place \_\_\_\_\_

Signature \_\_\_\_\_

---

If you prefer using your own PO format, please issue to:

**Leica Geosystems Inc.**  
**5051 Peachtree Corners Circle**  
**Suite 250**  
**Norcross, GA 30092**  
**Fax 770 326 9593**

However, the remittance address for payments is:

**Leica Geosystems Inc.**  
**P. O. Box 536874**  
**Atlanta, GA 30353-6874**

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## Creator

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- Analyze data to understand trends
- Share maps with stakeholders in a variety of ready-to-use apps

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- ArcGIS Living Atlas of the World
- Essential Apps Bundle
  - ArcGIS Configurable Apps
  - ArcGIS StoryMaps
  - Map Viewer
  - ArcGIS Dashboards



**DRINKING WATER ASSET MANAGEMENT GRANT AGREEMENT (ARP FUNDED)**  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND **CITY OF CLARE**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **City of Clare** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022. This Agreement is subject to the terms and conditions specified herein.

**PROJECT INFORMATION:**

Project Name: <u>AMP</u>	Project #: <u>DWA-125</u>
Amount of grant: <u>\$129,750</u>	100% of grant federal funding
Amount of match: <u>none required</u>	PROJECT TOTAL: <u>\$129,750</u>
Start Date: <u>3/3/2021</u>	End Date: <u>1/1/2026</u>

**FISCAL RECOVERY FUND (FRF) ITEMS:**

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury      CFDA Number and Name: 21.027

FAIN Number: SLFRP0127      Research and Development Award:  Yes  No

SLFRF Category: Other Water Infrastructure 5.15      SLFRF Short Name: FRF3173

Major Program: ARPDWAM

**GRANTEE CONTACT INFORMATION:**

Name/Title: Jeremy Howard, City Manager

Organization: City of Clare

Address: 202 West Fifth Street

City, State, ZIP: Clare, MI 48617

Phone Number: 989-424-4064

E-Mail Address: JHoward@cityofclare.org

Federal ID: 386004529

Grantee UEI Number: LCLUKJFZ3M14

SIGMA Vendor Number: CV0047629

**STATE'S CONTACT INFORMATION:**

Name/Title: Kaitlyn Thrush, Departmental Analyst

Division/Bureau/Office: Finance Division

Address: 525 W. Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-647-3482

E-Mail Address: ThrushK1@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

---

	Jeremy Howard, City Manager	
Signature	Name/Title	Date

**FOR THE STATE:**

---

	Kelly Green, Administrator	
Signature	Name/Title	Date

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	Mar 15
Mar 1 – Mar 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	Aug 15

Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 10*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

\*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

**V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee’s receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS & SUBAWARDS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

**A)** Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)

- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

**B)** Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

**C)** Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

**D)** Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

**E)** Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

**F)** Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

**G)** Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

**H) 200.333 Fixed amount subawards**

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

**IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

**X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

**XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is

caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## **XIV. DEBARMENT AND SUSPENSION**

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: <https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

## **XV. AUDIT AND ACCESS TO RECORDS**

### Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
  - a. Procure or otherwise arrange for the audit, if required.
  - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
  - c. Promptly follow up and take corrective action on the audit findings.
  - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

## **XVI. INSURANCE**

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after

written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

### **XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.**

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

### **XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)**

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

#### **Use of Funds Restrictions:**

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with

other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

**XXIV. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.]

**XXVII. PREVAILING WAGE and LABOR AGREEMENT**

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

Grantee must provide either

- 1) a certificate for a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f))
  
- 2) or provide a project workforce continuity plan, detailing:
  - a) How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
  - b) How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
  - c) How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
  - d) Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and  
 Yes  No
  - e) Whether the project has completed a project labor agreement.  
 Yes  No

## FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

### Project Overview:

This project involves work related to the City of Clare’s (Clare) drinking water Asset Management Plan (AMP). The AMP will be updated based on capital improvement planning and revenue structure development. Moreover, Clare has already updated other portions of their AMP via a comprehensive asset inventory and will incorporate that information into their AMP and existing Geographic Information System database.

### EGLE approved estimated project costs include:

Task	Budget
AMP	\$27,750
DSMI	\$0
Equipment	\$102,000*
<b>Project Cost Subtotal</b>	<b>\$129,750</b>
<b>Total Grant Amount</b>	<b>\$129,750</b>

\* The estimated grant-eligible equipment cost of \$102,000 represents 25 percent of the total estimated purchase cost of \$408,000 for a vactor truck and a GPS unit.

Indirect costs are not allowed under this agreement.

Grantees must obligate all funds to any subrecipients by December 31, 2024. Therefore, all grantees must have a signed contract in place with all contracted parties for the work to be completed with these grant funds by December 31, 2024. In addition, all project work must be completed by December 31, 2026.

### Program-specific Requirements:

- a) Non-professional contractor services should be competitively bid.
- b) A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
- c) Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.

- d) Eligible equipment purchases with acceptable justification, such as computer hardware or software used directly for asset management or materials assessment, can be reimbursed at 25 percent of the purchase price if the equipment can be used for multiple asset types, at EGLEs discretion. This may include training related to that equipment/hardware/software purchase. If the equipment will be shared with a neighboring community, EGLE will consider reimbursement up to 50 percent of the equipment purchase price. Adequate maintenance and procedures must be developed to keep equipment purchased in good working condition for the entirety of the grant period.
- e) Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

### **Grant Administration and Close Out:**

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLEs website.

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

**RESOLUTION 2023-006**

**A RESOLUTION OF THE CLARE CITY APPROVING THE ACCEPTANCE OF A DRINKING WATER ASSET MANAGEMENT (DWAM) GRANT.**

**WHEREAS**, the City of Clare applied for a Drinking Water Asset Management (DWAM) Grant that was originally denied and has now been partially funded with newly appropriated funding; and

**WHEREAS**, said grant provides approximately \$129,750 in funding to assist in defraying the costs that have been incurred to date in relation to the projects/equipment in the original grant; and

**WHEREAS**, the City has been notified that said grant application has now been approved in a revised amount of \$129,750; and

**WHEREAS**, the City is now required to accept or decline said grant with the terms and conditions stated therein; and

**WHEREAS**, the City Commission has duly considered the fiscal requirements and other circumstances associated with the grant.

**NOW THEREFORE BE IT RESOLVED THAT** the City Commission of the City of Clare hereby approves the acceptance of the DWAM grant.

**BE IT FURTHER RESOLVED THAT** the Clare City Commission authorizes the Clare City Manager and/or the Clare City Treasurer to sign any and all necessary documents and approve the expenditures and budget amendments related to the grant project and to submit reimbursement requests for the applicable grant proceeds.

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 3<sup>rd</sup> day of January, 2023.

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Diane Lyon, City Clerk

**To:** Mayor Pat Humphrey and the Clare City Commission  
**From:** Shannon M. Sirpilla  
Treasurer, Finance and Technology Director  
**Date:** December 27, 2022  
**Reference:** Treasurer's Report for January 3, 2023

**City Audit:** I spoke with AHP the second week of December about presenting at our Commission Meeting. Due to the holidays and vacation schedules on their end, they plan to present at our next scheduled Commission Meeting.

**ACT 51:** All payments have been received to date. See Charts below

**Revenue Sharing:** The most recent Revenue Sharing payment of \$75,090 for October 2022 was received the last week of December. This payment was \$3,488 greater than the original \$71,602 estimated amount.





# FY 2022-2023 Revenue Sharing Amounts

## CLARE COUNTY CLARE CITY 18-2010

	October	December	February	April	June	August
<b>Constitutional:</b>	\$58,059	\$56,438	\$55,319	\$50,451	\$51,721	\$55,637
<b>Statutory:</b>						
<b>CVTRS Payment:</b>	\$13,543	\$13,543	\$13,543	\$13,543	\$13,543	\$13,547
Maximum Available:	\$13,543	\$13,543	\$13,543	\$13,543	\$13,543	\$13,547
Est Payment Forfeit:						
<b>Total:</b>	\$71,602	\$69,981	\$68,862	\$63,994	\$65,264	\$69,184

**Total FY 2023 Constitutional:** \$327,625

**Total FY 2023 CVTRS Est Payments:** \$81,262

**Total FY 2023 Payments:** \$408,887

**Total FY 2023 CVTRS Max Available:** \$81,262

**Total FY 2023 CVTRS Est Forfeit Payments:**

Note: All amounts are projected based on the FY 2023 appropriations and the May 2022 Consensus Revenue Estimates. Projected amounts may change based on changes made by the legislature and/or changes in the economy. Projections updated on 07/25/2022.

### Formula Factors:

**2020 Census Revenue Sharing Population:** 3,176

# FY 2021-2022 Revenue Sharing Amounts

## CLARE COUNTY CLARE CITY 18-2010

	October	December	February	April	June	August
<b>Constitutional:</b>	\$56,252	\$54,896	\$54,213	\$52,364	\$55,597	\$60,933
<b>2020 Census Adjustment:</b>						
FY 2021 Census Adjustment:				\$4,209		
FY 2022 Census Adjustment:				\$2,317		
<b>Statutory:</b>						
Hold Harmless						
<b>CVTRS Payment:</b>	\$12,777	\$12,777	\$12,777	\$12,777	\$12,777	\$12,777
Maximum Available:	\$12,777	\$12,777	\$12,777	\$12,777	\$12,777	\$12,777
Est Payment Forfeit:						
<b>Total:</b>	\$69,029	\$67,673	\$66,990	\$71,667	\$68,374	\$73,710

**Total FY 2022 Constitutional:** \$334,255

**Total Census Adjustments:** \$6,526

**Total FY 2022 Hold Harmless:**

**Total FY 2022 CVTRS Est Payments:** \$76,662

**Total FY 2022 Payments:** \$417,443

**Total FY 2022 CVTRS Max Available:** \$76,662

**Total FY 2022 CVTRS Est Forfeit Payments:**

Note: All amounts are actual. Amounts updated on 09/15/2022.

### Formula Factors:

**2020 Census Revenue Sharing Population:** 3,176

## CITY MANAGER REPORT

TO: Mayor Pat Humphrey & Clare City Commission  
FROM: Jeremy Howard, City Manager  
DATE: December 29, 2022  
RE: City Manager's Report

For the Agenda of January 3, 2023

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Verizon Cell Tower. More progress has been continuing to be made on the site. Cold patch has been placed in the open power trench and will be there until the asphalt plant opens in the spring when a permanent fix can be done. The fence around the site has also been completed. I haven't heard any timeline, but I am hopeful that Verizon will be able to activate the signal soon.

Lake Shamrock Dredging. I am happy to report that we have finally gotten a response from EGLE and we have been given a partial permit (modified) to start mechanical dredging the first section of the lake. It is the section that starts at the bridge of McEwan and goes to approximately Shamrock Court (Year 1 area). We do not have any approval at this point to go any further. The approved site for disposal is at the airport in two very specific areas on the north end of the property. Our plan is to start dredging as soon as we have the signed permit back from EGLE which I signed and sent to them on 12/21/22. We will do as much as we can through the winter months as weather allows until we have to pause for fish spawning during April and May. We are continuing to work with EGLE to get further permits and also soon will be sending out the RFP for Hydraulic dredging of the main portion of the lake which will require its own set of permits from EGLE.

Attachments: None

## AGENDA REPORT

TO: Mayor Pat Humphrey & Clare City Commissioners  
FROM: Diane Lyon, City Clerk  
DATE: December 28, 2022  
RE: \*Communications

For the Agenda of January 3, 2023

**\*Note: This is a Consent Agenda item and is considered as routine by the City Commission. As such, this matter shall be automatically enacted by one motion with all other Consent Agenda items unless a Commissioner or citizen requests this item be individually discussed, in which event it shall be removed from the Consent Agenda and considered and acted upon in its designated sequence on the approved Clare City Commission agenda of January 2, 2023.**

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Charter Communications: Charter Communications is increasing fees for TV equipment and programming as of January 17, 2023.

Public Meeting Schedules: The 2023 schedules for public meetings of the City Commission, Planning Commission, DDA, Airport Advisory Board, and Parks & Rec Advisory Board are attached.

Attachments. As noted above.



December 16, 2022



T1 P1 82 \*\*\*\*\*AUTO\*\*ALL FOR AADC 480  
City Of Clare  
202 W. Fifth Street  
Clare, MI 48617-1490

Re: Charter Communications - Upcoming Changes

Dear Franchise Official:

We value our customers and are committed to providing them with the latest products and technology, and we work hard to keep prices as low as possible. Despite our best efforts, rising costs including programming fees charged by TV networks have impacted our pricing. Customers are being notified via bill message regarding the following price changes that will take effect on or after January 17, 2023. Please note for customers who may be paying a promotional price for their Spectrum TV plan, the regular plan price does not take effect until the end of the promotional period.

Services/Products/Equipment	Change
Broadcast TV Surcharge	Will increase by \$1.20/month.
Spectrum TV Select	Will increase by \$5.00/month.
Spectrum TV Silver	Will increase by \$5.00/month.
Spectrum TV Gold	Will increase by \$5.00/month.
Spectrum TV Latino Tier	Will increase by \$2.00/month.
Spectrum Mi Plan Latino	Will increase by \$2.00/month.
Spectrum Mi Plan Latino Silver	Will increase by \$2.00/month.
Spectrum Mi Plan Latino Gold	Will increase by \$2.00/month.
Spectrum Lifestyle Plan	Will increase by \$2.00/month.
Spectrum Lifestyle Plan Silver	Will increase by \$2.00/month.
Spectrum Lifestyle Plan Gold	Will increase by \$2.00/month.
Spectrum Digital Receivers	Each will increase by \$1.00/month.
Spectrum Digital Terminal Adapters	Each will increase by \$1.00/month.
Cable Cards	Each will increase by \$3.05/month.

We remain committed to providing excellent communications and entertainment services in your community. If you should have any questions about this change, please feel free to contact me at (906) 553-7866.

Sincerely,

Joan Movrich  
Manager - State Government Affairs, Michigan  
Charter Communications



## CITY OF CLARE

202 West Fifth Street | Clare, Michigan 48617-1490

Office 989.386.7541 | Fax 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

### CITY HALL

Ph 989.386.7541

Fx 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

Manager x102

Assessor x103

Clerk x106

Treasurer x107

The Clare **Municipal Airport** will hold regularly scheduled meetings for 2023 at 10725 South Eberhart Road, Clare, Michigan, on the following dates:

January 4

### DEPARTMENT OF PUBLIC WORKS

Ph 989.386.2182 or

989.386.7541 x202

Fx 989.386.4508

February 1

March 1

### UTILITY BILLING

Ph 989.386.7541 x201

April 5

May 3

### W/WWT PLANT

Ph 989.386.2321

Fx 989.386.2387

June 7

### POLICE DEPT. NON-EMERGENCY

Ph 989.386.2121

Fx 989.386.0440

July 5

August 2

### FIRE DEPT. NON-EMERGENCY

Ph 989.386.2151

Fx 989.386.3020

September 6

October 4

### PARKS & RECREATION

Ph 989.386.7541 x213

Fx 989.386.4508

November 1

December 6

### AIRPORT

Ph 989.386.0445

Fx 989.386.4508

All meetings are at 7:30 p.m. unless otherwise noted.





## CITY OF CLARE

202 West Fifth Street | Clare, Michigan 48617-1490

Office 989.386.7541 | Fax 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

The City of Clare **City Commission** will hold regularly scheduled meetings for 2023 at 202 West Fifth Street, Clare, Michigan, on the following dates:

### CITY HALL

Ph 989.386.7541

Fx 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

Manager x102

Assessor x103

Clerk x106

Treasurer x107

### DEPARTMENT OF PUBLIC WORKS

Ph 989.386.2182 or

989.386.7541 x202

Fx 989.386.4508

### UTILITY BILLING

Ph 989.386.7541 x201

### W/WWT PLANT

Ph 989.386.2321

Fx 989.386.2387

### POLICE DEPT. NON-EMERGENCY

Ph 989.386.2121

Fx 989.386.0440

### FIRE DEPT. NON-EMERGENCY

Ph 989.386.2151

Fx 989.386.3020

### PARKS & RECREATION

Ph 989.386.7541 x213

Fx 989.386.4508

### AIRPORT

Ph 989.386.0445

Fx 989.386.4508

January 3  
January 16  
February 6  
February 20  
March 6  
March 20  
April 3  
April 17  
May 1  
May 15  
June 5  
June 19  
July 3  
July 17  
August 7  
August 21  
September 5  
September 18  
October 2  
October 16  
November 6  
November 20  
December 4  
December 18

All meetings are at 6:00 p.m. unless otherwise noted.





## CITY OF CLARE

202 West Fifth Street | Clare, Michigan 48617-1490

Office 989.386.7541 | Fax 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

### CITY HALL

Ph 989.386.7541

Fx 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

Manager x102

Assessor x103

Clerk x106

Treasurer x107

The City of Clare DDA will hold regularly scheduled meetings for 2023 at City Hall located at 202 W. Fifth Street, Clare, Michigan, on the following dates:

January 12

February 9

March 9

April 13

May 11

June 8

July 13

August 10

September 14

October 12

November 9

December 14

### DEPARTMENT OF PUBLIC WORKS

Ph 989.386.2182 or

989.386.7541 x202

Fx 989.386.4508

### UTILITY BILLING

Ph 989.386.7541 x201

### W/WWT PLANT

Ph 989.386.2321

Fx 989.386.2387

### POLICE DEPT. NON-EMERGENCY

Ph 989.386.2121

Fx 989.386.0440

### FIRE DEPT. NON-EMERGENCY

Ph 989.386.2151

Fx 989.386.3020

### PARKS & RECREATION

Ph 989.386.7541 x213

Fx 989.386.4508

### AIRPORT

Ph 989.386.0445

Fx 989.386.4508

All meetings are at a.m. unless otherwise noted.





## CITY OF CLARE

202 West Fifth Street | Clare, Michigan 48617-1490

Office 989.386.7541 | Fax 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

### CITY HALL

Ph 989.386.7541

Fx 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

Manager x102

Assessor x103

Clerk x106

Treasurer x107

The Clare City Planning Commission will hold regularly scheduled meetings for 2023 at 202 West Fifth Street, Clare, Michigan, on the following dates:

January 11

February 8

March 8

April 12

May 10

June 14

July 12

August 9

September 13

October 11

November 8

December 13

### DEPARTMENT OF PUBLIC WORKS

Ph 989.386.2182 or

989.386.7541 x202

Fx 989.386.4508

### UTILITY BILLING

Ph 989.386.7541 x201

### W/WWT PLANT

Ph 989.386.2321

Fx 989.386.2387

### POLICE DEPT. NON-EMERGENCY

Ph 989.386.2121

Fx 989.386.0440

### FIRE DEPT. NON-EMERGENCY

Ph 989.386.2151

Fx 989.386.3020

### PARKS & RECREATION

Ph 989.386.7541 x213

Fx 989.386.4508

### AIRPORT

Ph 989.386.0445

Fx 989.386.4508

All meetings are at 6:30 p.m. unless otherwise noted.





## CITY OF CLARE

202 West Fifth Street | Clare, Michigan 48617-1490

Office 989.386.7541 | Fax 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

### CITY HALL

Ph 989.386.7541

Fx 989.386.4508

[www.cityofclare.org](http://www.cityofclare.org)

Manager x102

Assessor x103

Clerk x106

Treasurer x107

The City of Clare **Parks and Recreation Board** will hold regularly scheduled meetings for 2023 at 202 West Fifth Street, Clare, Michigan, on the following dates:

January 17, 2023

April 18, 2023

July 18, 2023

October 17, 2023

### DEPARTMENT OF PUBLIC WORKS

Ph 989.386.2182 or

989.386.7541 x202

Fx 989.386.4508

### UTILITY BILLING

Ph 989.386.7541 x201

### W/WWT PLANT

Ph 989.386.2321

Fx 989.386.2387

### POLICE DEPT. NON-EMERGENCY

Ph 989.386.2121

Fx 989.386.0440

All meetings are at 5:30 p.m. unless otherwise noted.

### FIRE DEPT. NON-EMERGENCY

Ph 989.386.2151

Fx 989.386.3020

### PARKS & RECREATION

Ph 989.386.7541 x213

Fx 989.386.4508

### AIRPORT

Ph 989.386.0445

Fx 989.386.4508





**PAYABLES REPORT FOR COMMISSIONERS**

EXP CHECK RUN DATES 01/04/2023 - 01/16/2023 BOTH JOURNALIZED AND UNJOURNALIZED OPEN BANK CODE: CONSO

VENDOR	INVOICE #	DESCRIPTION	Posting Date	Check Run	AMOUNT
ACE HARDWARE	96940	UPS SHIPPING - LANDFILL	12/31/2022	01/04/2023	29.55
AMAZON CAPITAL SERVICES	1Y6Y-XKTF-7PT	3 USB CABLES - I.T.	12/31/2022	01/04/2023	30.95
AMAZON CAPITAL SERVICES	1LYW-HMNC-4YJ	LASER PRINTER & TONER - PD	12/31/2022	01/04/2023	660.55
AT&T MOBILITY	287302987429X	FIRSTNET MOBILE - FIRE DEPT	12/31/2022	01/04/2023	52.21
AWOL, INC	DECEMBER 2022	JANITORIAL SERVICES: DEC 2022	12/31/2022	01/04/2023	3,162.00
CLARE AUTOMOTIVE SUPPLY	100531020364	BACK UP LAMP - DPW #37	12/31/2022	01/04/2023	17.13
CLARE AUTOMOTIVE SUPPLY	100531020470	3/16-30 POLY ARM - DPW #3	12/31/2022	01/04/2023	3.12
CLARE AUTOMOTIVE SUPPLY	100531020562	SIZE 28 HOSE CLAMP - DPW SHOP	12/31/2022	01/04/2023	12.60
CLARE AUTOMOTIVE SUPPLY	100531020634	INTERIOR CLEAR; SUPER HARD SHEET	12/31/2022	01/04/2023	24.95
CLARE AUTOMOTIVE SUPPLY	100531020659	CRIMP CUT BRUSH (2-3/4"x5/8")	12/31/2022	01/04/2023	8.69
CLARE AUTOMOTIVE SUPPLY	100531020852	#3 SCREW EXTRACT - DPW SHOP	12/31/2022	01/04/2023	3.39
CLARE AUTOMOTIVE SUPPLY	100531021014	21" WIPER BLADES - DPW #10	12/31/2022	01/04/2023	29.90
CLARE AUTOMOTIVE SUPPLY	100531021088	STARTER - WWTP #4	12/31/2022	01/04/2023	159.99
CLARE AUTOMOTIVE SUPPLY	100531021094	30X4 HD TOW STRAP - DPW SHOP	12/31/2022	01/04/2023	21.95
CLARE AUTOMOTIVE SUPPLY	100531021168	RETURNED STARTER (INV 1021088)	12/31/2022	01/04/2023	-20.00
CLARE COUNTY ROAD COMM	2971	12 12FT SIGN POSTS - DPW/STRE	12/31/2022	01/04/2023	577.28
CLARE COUNTY TREASURER	TPF OCT-DEC '22	TRAILER PARK FEES: 10.01.22	12/31/2022	01/04/2023	560.00
CLARE HARDWARE	434705	LGHTWT SPACKLING; 5' CORD CHAIR	12/31/2022	01/04/2023	12.98
CLARE HARDWARE	434716	FASTENERS - CITY HALL	12/31/2022	01/04/2023	0.40
CLARE HARDWARE	434792	IV DUPLEX OUTLET - CITY HALL	12/31/2022	01/04/2023	1.49
CLARE HARDWARE	434822	PAINT (5GAL); ROLLER COVER; MESH	12/31/2022	01/04/2023	267.91
CLARE PRINT & PULP	95350	500 COIN ENVELOPES; STAMP PAPER	12/31/2022	01/04/2023	74.80
CMP DISTRIBUTORS INC	72576	MOSSBERG SHOTGUN - PD	12/31/2022	01/04/2023	310.00
CMP DISTRIBUTORS INC	72712	GL FIREARMS & AMMO 556BGC, BC	12/31/2022	01/04/2023	180.00
CONSUMERS ENERGY	202075614299	813 INDUSTRIAL DR (11/19/22-11/23/22)	12/31/2022	01/11/2023	29.27
CONSUMERS ENERGY	202075614303	405 MPALE ST (11/19/22-12/19/22)	12/31/2022	01/11/2023	296.99
CONSUMERS ENERGY	203499467737	510 N. MCEWAN ST (11/19/22-12/12/22)	12/31/2022	01/11/2023	63.77
CONSUMERS ENERGY	103499467748	507 S MCEWAN ST (11/19/22-12/12/22)	12/31/2022	01/11/2023	32.79
CONSUMERS ENERGY	202253603862	10242 S CLARE AVE (11/19/22-11/23/22)	12/31/2022	01/11/2023	31.38
CONSUMERS ENERGY	203944417619	820 CEDAR ST (11/19/22-12/19/22)	12/31/2022	01/11/2023	29.27
CONSUMERS ENERGY	203410491540	1532 N MCEWAN ST (11/19/22-12/12/22)	12/31/2022	01/11/2023	198.31
CONSUMERS ENERGY	203855433364	610 W WHEATON AVE #1 (11/19/22-12/12/22)	12/31/2022	01/11/2023	29.27
CONSUMERS ENERGY	203855433254	696 POINT DR (11/19/22-12/19/22)	12/31/2022	01/11/2023	48.15
CONSUMERS ENERGY	203855433257	700 SCHOOLCREST AVE (11/19/22-12/12/22)	12/31/2022	01/11/2023	31.80
CONSUMERS ENERGY	203855433258	820 SCHOOLCREST AVE (11/19/22-12/12/22)	12/31/2022	01/11/2023	37.87
CONSUMERS ENERGY	203855433259	604 SCHOOLCREST AVE (11/19/22-12/12/22)	12/31/2022	01/11/2023	33.35
CONSUMERS ENERGY	203855433260	500 SCHOOLCREST AVE (11/19/22-12/12/22)	12/31/2022	01/11/2023	29.27
CONSUMERS ENERGY	204122405281	231 WILCOX PKWY (11/19/22-12/12/22)	12/31/2022	01/11/2023	31.94
CONSUMERS ENERGY	204122405282	221 WILCOX PKWY (11/19/22-12/12/22)	12/31/2022	01/11/2023	33.78
CONSUMERS ENERGY	204122405283	332 WITBECK DR (11/19/22-12/12/22)	12/31/2022	01/11/2023	39.27



**PAYABLES REPORT FOR COMMISSIONERS**

EXP CHECK RUN DATES 01/04/2023 - 01/16/2023 BOTH JOURNALIZED AND UNJOURNALIZED OPEN BANK CODE: CONSO

VENDOR	INVOICE #	DESCRIPTION	Posting Date	Check Run	AMOUNT
CONSUMERS ENERGY	206613832695	1603 N MCEWAN ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	229.59
CONSUMERS ENERGY	206613832696	1525 N MCEWAN ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	92.33
CONSUMERS ENERGY	206613832697	305 W STATE ST (11/17/22-12/31/2022	12/31/2022	01/11/2023	30.54
CONSUMERS ENERGY	201808626091	3333 DUNLOP RD (11/19/22-12/31/2022	12/31/2022	01/11/2023	441.25
CONSUMERS ENERGY	201986625326	202 W FOURTH ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	80.55
CONSUMERS ENERGY	201986625331	202 W 5TH ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	367.87
CONSUMERS ENERGY	201986625332	207 W 5TH ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	926.94
CONSUMERS ENERGY	201986625333	601 W 5TH ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	30.97
CONSUMERS ENERGY	201986625334	416 W 5TH ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	29.27
CONSUMERS ENERGY	202698533522	500 BEECH ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	100.02
CONSUMERS ENERGY	206080120368	203 W 4TH ST (11/19/22-12/31/2022	12/31/2022	01/11/2023	176.89
CONSUMERS ENERGY	601013137618	401 HOLLEY ST (11/19/22-12/31/2022	12/31/2022	01/12/2023	892.52
FAMILY FARM & HOME	4577/24	50:1 FUEL MIX (2QTS); OIL DRY	12/31/2022	01/04/2023	215.78
FERGUSON WATERWORKS #3	0161640-1	1-1/2 T10 METER PC USG*X - WA	12/31/2022	01/04/2023	726.14
FIRST NATIONAL BANK OF	8077 01192023	SIRPILLA: MICROSOFT ONLINE SE	12/31/2022	01/04/2023	26.50
FIRST NATIONAL BANK OF	3599 01192023	POTTER: EGLE-DRINKING WATER C	12/31/2022	01/04/2023	95.00
GARY L TODD	01042023-GT	AIRPORT MANAGER SERVICES	12/31/2022	01/04/2023	1,325.50
GOURDIE-FRASER, INC.	2225304	SERVICES: 11/27/22-12/17/22 M	12/31/2022	01/04/2023	16,525.00
HUTSON, INC	9784463	FUEL PUMP & FREIGHT - DPW #36	12/31/2022	01/04/2023	134.61
JOHNSTON ELEVATOR INC	2212-228150	WORK BOOTS (2PR) - C. MICHELS	12/31/2022	01/04/2023	271.92
MAURER'S TEXTILE RENTAL	2645057	YODER UNIFORMS - DPW	12/31/2022	01/04/2023	33.85
NATIONAL INSURANCE SERV	1535060	JANUARY 2023 PREMIUM	12/31/2022	01/04/2023	2,353.04
NORMAN YODER	1222022-WB R	REIMBURSE: WORKBOOTS (12/20/2	12/31/2022	01/04/2023	162.13
PAT HUMPHREY	01042023-PH	ELECTRONIC COMMUNICATION SERV	12/31/2022	01/04/2023	25.00
PROGRESSIVE ARCHITECTUI	00190712	LK SHAMROCK DREDGING: SERVICE	12/31/2022	01/04/2023	960.00
ROBERT BONHAM	01042023-RB	ELECTRONI COMMUNICATION SERVI	12/21/2022	01/04/2023	25.00
SEITER BROTHERS LUMBER	95901	LUMBER: 4 #2 PINE (1X3-8) -	12/31/2022	01/04/2023	28.80
SEITER BROTHERS LUMBER	95912	LUMBER: 2 #2 PINE (1X3-8); 4	12/31/2022	01/04/2023	43.56
SEITER BROTHERS LUMBER	95954	5 #2 PINE BOARDS: 1X6-12' (4)	12/31/2022	01/04/2023	85.68
SHARPCO WELDING AND FAI	4584	TRKLESS SIDEWLK MACHINE FABRI	12/31/2022	01/04/2023	21.00
STAPLES	3525254822	MULTIFOLD PAPER TOWELS (2CTNS	12/31/2022	01/04/2023	42.46
TEAMSTERS LOCAL #214	JANUARY 2023	JAN 2023 DUES; SUPERVISOR & H	12/31/2022	01/04/2023	711.00
Sub Total:					34,389.03



### PAYABLES REPORT FOR COMMISSIONERS

< RUN DATES 12/21/2022 - 01/03/2023 BOTH JOURNALIZED AND UNJOURNALIZED PAID BANK CODE: CONSO - CHECK TYPE: PAI

VENDOR	VENDOR ID	INVOICE #	DESCRIPTION	POSTING DATE	AMOUNT
VERIZON WIRELESS	6408	9922408110	WWT AFTER HOURS PHONE	12/21/2022	77.69
					77.69
				OPEN INVOICE TOTAL:	<u>34,389.03</u>
				Grand Total:	<u>34,466.72</u>

COMMISSION APPROVAL:

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## AGENDA REPORT

TO: Mayor Pat Humphrey & Clare City Commissioners  
FROM: Diane Lyon, City Clerk  
DATE: December 28, 2022  
RE: \*Professional & Education Training Opportunities

For the Agenda of January 3, 2023.

**\*Note: This is a Consent Agenda item and is considered as routine by the City Commission. As such, this matter shall be automatically enacted by one motion with all other Consent Agenda items unless a Commissioner or citizen requests this item be individually discussed, in which event it shall be removed from the Consent Agenda and considered and acted upon in its designated sequence on the approved Clare City Commission agenda of January 3, 2023.**

Commissioners are encouraged to attend educational and training events. Please submit the attached Professional Development Training Request to the City Clerk if you are interested in attending any educational or training event(s).

1. Michigan Municipal League Upcoming Events. The MML also provides many opportunities for training and professional development to include a vast selection of webinars available for viewing. The current offerings are attached for review & consideration.
2. American Planning Association-Michigan Chapter. The Michigan APA likewise offers training sessions and onsite workshops for city officials. If you are interested in having the City host an onsite workshop, please contact the City Clerk. The most current opportunities for professional development are attached for your consideration.

Attachments: as outlined above.

Clearly another way of life.



CITY OF CLARE  
Professional Development Training Request

Today's Date: \_\_\_\_\_

Your Name & Title: \_\_\_\_\_

Name of Training Event: \_\_\_\_\_

Location of Training Event: \_\_\_\_\_

Date(s) & Times of Training Event: \_\_\_\_\_

If you are required to sign up for break-out sessions, which break-out sessions & times would you like to attend:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you have and special food requirements (if the event is serving food)?

\_\_\_\_\_

Will you need a city vehicle to attend this event? Yes  No   
(If the answer is no, a mileage reimbursement form will be provided)

Will you need overnight accommodations? Yes  No

Do you have special needs regarding accommodations? \_\_\_\_\_

Please return this completed form to: Diane Lyon, City Clerk  
202 W. Fifth St.  
Clare, MI 48617  
Or you may email the form to: dlyon@cityofclare.org

**Diane Lyon**

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**From:** Inside 208 <donotreply@wordpress.com>  
**Sent:** Wednesday, December 14, 2022 4:59 PM  
**To:** Diane Lyon  
**Subject:** [New post] Trainings Set and New Schedule for Live with the League in 2023



Inside 208

# Trainings Set and New Schedule for Live with the League in 2023



**Matt Bach**

Dec 14



There are several upcoming trainings and an update to our Live with the League schedule for 2023 that we want our members to know about.

Starting in January 2023, our regular Live with the League conversation with the Michigan Municipal League's Lansing legislative team will take place at noon on the second and fourth Mondays of each month. This is a slight change from the previous schedule of every other Monday. This change is expected to help our members better

plan to attend the show on a regular basis knowing the dates are set for the calendar year. The next several Live with the League discussions are on our [events calendar here](#). The conversation is free to attend, but we do ask that you [preregister here](#).



Also, for the first half of the New Year, the League has several webinars and events planned to assist our members. Here's the schedule of key events for the first half of 2023:

- 9 – [Live with the League](#) at noon. Other Live with the League dates are Jan. 23, Feb. 13, Feb. 27, March 13, March 27, April 10, April 24, May 8, May 22, June 12, and June 26. Sign up for all of them with [one click here](#).
- 12 – [Newly Elected Officials Training](#) for first-time elected officials as well as seasoned local leaders. Event is in person in Ann Arbor from 6-9:15 p.m.
- 21 – [New Elected Officials Training](#) – virtual option from 8:30 a.m.-12:25 p.m.
- 31-Feb. 3 – [Michigan Municipal Executives Winter Institute](#) in-person in Grand Rapids.
- 10-11 – [Elected Officials Academy – Core Weekender](#) – virtual from 5:30-8:30 p.m. Friday, Feb. 10, and 9 a.m.-12:15 p.m. Saturday, Feb. 11.

- 10-11 – [Elected Officials Academy – Advanced Weekender](#) – virtual from 5:30-8:30 p.m. Friday, Feb. 10, and 9 a.m.-12:15 Saturday, Feb. 11.
- April 18-19 – MML’s CapCon, our premiere annual legislative conference in-person in Lansing. Registration link coming soon.
- May 19-20 – [Elected Officials Academy – Core Weekender](#) – in-person in Bay City
- May 19-20 – [Elected Officials Academy – Advanced Weekender](#) – in-person in Bay City

Also, for your planning purposes our annual Convention is taking place in 2023 in Traverse City from Oct. 18-20. Mark your calendars!

We’re looking forward to seeing returning members and new members at our many events in the New Year!

### Comment

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# Conferences and Events

The Michigan Association of Planning's education programs provide participants with the skills and knowledge to make good land use decisions. Our instructors enable new community planning officials to better understand their roles and responsibilities, reacquaint experienced officials with current planning tools and techniques, provide the professional planner with professional development opportunities, and broaden urban planning students knowledge of statewide best practices.

## Annual Training Programs

### *Planning Michigan Conference*

- MAP's premiere, annual educational event
- General sessions, national experts, breakouts, mobiles, networking, basic and advanced courses
- #1 source of best planning practices in Michigan
- Click [here](#) for information about this year's conference.

### Student Conference

- MAP is dedicated to supporting student development in the planning profession
- Connects the future generation of planners from 8 Michigan universities to seasoned planners and state land use leaders
- Student led and managed, the event attracts more than 125 students annually.
- Click [here](#) for information about this year's student conference.

### Specialty Programs

- **Spring Institute** - Recent topics have included: Social Equity Aging in Place, Climate Adaptation, as well as Entrepreneurs and Economic Development
- **Transportation Bonanza** - Safe Routes to School implementation, multi-modal transportation
- **MAP Reads** - Every other month group meets to discuss a planning-related text. Click here to see the current and past discussion topics.
- **Regional Workshops** - Each spring, MAP brings our workshops for officials to communities across the state.

## Quick Links

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[Thank you Corporate Members](#)

[Donate to MAP](#)

[Contact MAP Staff](#)

## Upcoming Events

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Tue Jan 10, 2023

[AM Champion Program](#)

Category: Other Events

Wed Jan 11, 2023

[EPP Professional Development:  
Tools for Zoning Reform](#)

Category: Emerging Planning Professional

Wed Jan 18, 2023

[Housing in Four Parts](#)

Category: MAP Events

Wed Jan 18, 2023

[FAICP Nomination Deadline](#)

Category: APA Events

Fri Jan 20, 2023

[AICP Certification Q & A](#)

Category: APA Events

[View Full Calendar](#)

## On-Site Workshops

Our On-Site Program offers a menu of topics to choose from with the option to customize programming for your community's needs.

- These programs come to you! We deliver the instructor and curriculum, you coordinate invitations and the facility: cost effective training convenient and close to home.
- Topics include Planning and Zoning Essentials, Site Plan Review, Zoning Board of Appeals, Zoning Administration, Planning for Health, Capital Improvements Programs, and more.
- Click [here](#) for more information.

**Michigan Association of Planning**  
1919 West Stadium Boulevard, Suite 4  
Ann Arbor, MI 48103  
[info@planningmi.org](mailto:info@planningmi.org)  
734.913.2000 (office)  
734.913.2061 (fax)



Back to top 

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## Event Calendar

[APA Events](#)
[MAP Events](#)
[Emerging Planning Professional](#)
[MAP Network & Learn](#)

[On Site Workshops](#)
[Other Events](#)
[Partner Events](#)

### January 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10 ● <a href="#">AM Champion Program</a>	11 ● <a href="#">EPP Professional Development: ...</a>	12	13	14
15	16	17	18 ● <a href="#">Housing in Four Parts</a>	19	20 ● <a href="#">AICP Certification Q &amp; A</a>	21
22	23	24	25 ● <a href="#">FAICP Nomination Deadline</a>	26	27	28
29	30	31	1 ● <a href="#">Housing in Four Parts</a>	2	3	4

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