



CITY HALL

Ph 989.386.7541
Fx 989.386.4508
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

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

Tuesday, October 2, 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. **First Reading of Proposed Ordinance 2023-003 (Clarendon Glen PILOT)**
 1. ***First Reading**
 2. **Public Hearing**
 - B. **First Reading of Proposed Ordinance 2023-004 (Utilities Collection)**
 1. ***First Reading**
 2. **Public Hearing**
 - C. **Charitable Gaming License – Clare Wrestling Club**
 - D. **Election Inspector Compensation**
 - E. **MDOT TAP Grant Contractual Agreement**
 - F. **Request for Jurisdictional Transfer of Property (UCA-Grant Township District II Transfer) – James R. Paetschow for ALDI, Inc.**
 1. **Public Hearing**
 2. **Consideration of Jurisdictional Transfer Request**

- G. Request for Jurisdictional Transfer of Property (UCA-Grant Township District II Transfer) – 10674 S. Clare Ave., Red Hook Properties
 - 1. Public Hearing
 - 2. Consideration of Jurisdictional Transfer Request
- H. *Board & Committee Appointments – Planning Commission (Glenda Carmoney, Angie Cozat)
- I. *Board & Committee Appointments- Parks & Recreation Advisory Board (Pete Spitzley)

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, 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, Kim Bussell, Pat Humphrey, Maegan Jenkins, and Carolyn (Gus) Murphy. Absent: None. Also, present were: Jeremy Howard, City Manager; Shannon Sirpilla, City Treasurer; Diane Lyon, City Clerk; Dale Clark, WWT Director; Dave Saad, Police Chief; and Sarah Schumacher, Deputy Clerk.

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, Board and Committee Appointments, and Bills) that are considered routine by the City Commission. Roll call vote: Yeas: Commissioners Bob Bonham, Pat Humphrey, Kim Bussell, Maegan Jenkins, 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. EMPLOYEE SERVICE RECOGNITION-SARAH SCHUMACHER-15 YEARS

Sarah Schumacher has faithfully served the residents of the City of Clare for the past fifteen years as a full-time employee and the City's Deputy City Clerk. The City Commission is asked to formally recognize Sarah for her outstanding, exemplary, faithful, and dedicated public service.

Motion by Commissioner Bonham second by Commissioner Murphy to recognize Sarah for her dedicated service to the community by adoption of Resolution 2023-071. Roll call vote: Yeas: Commissioners Bob Bonham, Kim Bussell, Pat Humphrey, Maegan Jenkins, and Carolyn (Gus) Murphy. Nays: None. Absent None. None. *Motion Carried.*

B. APPROVE BALLOT VOTE FOR MML PROPERTY & LIABILITY POOL BOARD OF DIRECTORS

The City is a member of the Michigan Municipal League's (MML) Liability & Property Pool. The Pool's Board of Directors is elected from the membership. The City has been informed that three incumbent Board members are up for reelection this year. The City Commission is asked to cast its ballot to fill these positions - either by voting for the three incumbents designated on the ballot or by write-in candidates.

Motion by Commissioner Bonham second by Commissioner Bussell to direct the City Clerk to cast votes for the incumbents running for the Pool Board by adoption of Resolution 2023-072. Roll call vote: Yeas: Commissioners Bob Bonham, Kim Bussell, Pat Humphrey, Maegan Jenkins, and Carolyn (Gus) Murphy. Nays: None. Absent None. None. *Motion Carried.*

C. APPROVE INVOICE FOR WELL 9 REPAIRS

The City recently experienced issues with one of its public water wells (Well #9). Water Superintendent Dale Clark had the well pulled for troubleshooting and found that it did indeed require servicing. At the request of our Water Superintendent, Dale Clark, I approved emergency services which ultimately totaled \$35,712.97, to facilitate the repair of the well and bring it back online. The City Commission is now asked to approve (after the fact) the payment of this invoice from Peerless Midwest.

Motion by Commissioner Bussell second by Commissioner Murphy to approve the invoice payment and associated budget amendment by adoption of Resolution 2023-073. Roll call vote: Yeas: Commissioners Bob Bonham, Kim Bussell, Pat Humphrey, Maegan Jenkins, and Carolyn (Gus) Murphy. Nays: None. Absent None. None. *Motion Carried.*

D. *BOARD & COMMITTEE REAPPOINTMENT-MR. JASON LOWE TO THE CITY PLANNING COMMISSION

Resolution 2023-074 Approved by Consent Agenda.

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

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

10. CITY MANAGER'S REPORT

Lake Shamrock Dredging and Dam Project. Mechanical dredging continues. We've gotten to the point that we needed to move the turbidity curtain to be able to begin removing the areas of silt build-up in front of Shamrock Park. Now that we are further East, we are relocating the barge site and the hauling road to the end of Shamrock Court. The operator is digging a trench through the lake in order to make it down to the staging site. Savin is still hopeful to have a hydraulic dredging permit soon which will allow them to start work on the holding cell and then begin dredging this year if all goes as planned. The Dam feasibility study work continues. Luke and I recently met again with the engineers working on the project to continue moving the project forward.

Street Reconstruction Project. Malley Construction continues to work on the street project on North Rainbow Drive from Glendale to Eastwood. The project is nearing completion and the plan is that the base course of asphalt will go on Tuesday morning of the 19th and the last course will be done on Wednesday morning of the 20th barring any weather delays.

Gary Todd Resignation. Airport Manager Gary Todd recently decided that it was time for him to take some well-deserved time for himself and his family and retire from his position as Airport Manager. Gary initially submitted his resignation to be effective September 30 but has since updated his resignation letter as Gary has graciously agreed to stay active as the designated Airport Manager through the end of the year. Luckily, we have had a very qualified candidate approach the City with interest in the position. With Gary staying on in a limited capacity as the Airport Manager through the end of the year this will allow us to work with the new potential airport manager to finalize a new contract and allow for Gary to be able to work with and train this new manager.

City of Clare Pitch Competition. MMDC is thrilled to be hosting the second Downtown Pitch Competition (available to all of Clare Businesses) - in Downtown Clare! Through a competitive pitch competition, three ideas will be developed, presented, and ultimately showcased at a community event on September, 19th 2023 at the Ideal Theatre. The competition will fund projects that enhance the vibrancy of our incredible city, with funding provided by community sponsors who believe in the value of Clare. To RSVP, get tickets, and donate to this worthy event go to <https://mmdc.org/downtown-pitch-clare/>.

North Light Movie Night/Gold Out Night. The final movie event of the summer by North Light Movie is for a great cause and sponsored in part by Clare Parks and Recreation. Come out for a classic showing of The Karate Kid! The movie will start shortly after sunset. This event will be held in conjunction with Gold Out Night which is an event to support Childhood Cancer Awareness Month and a time to honor and remember families affected by childhood cancer. Help raise awareness by coming to the event and joining in the fundraising efforts to make a difference in the lives of children living with cancer and their families. Bring a donation for the children and their families who are currently going through treatment and enjoy a fun family movie, games, and concessions.

City Department Tours. Tonight's informal city department tour is at the Wastewater Treatment Facility. After the meeting is adjourned, we will head over to the plant for a guided informational tour by department staff. You will be able to tour the facility, see the equipment and processes used, and learn more about the Wastewater Treatment Department.

11. *COMMUNICATIONS: *Approved by Consent Agenda.*

12. EXTENDED PUBLIC COMMENT: None.

13. COMMISSION DISCUSSION TOPICS: Commissioner Bonham noted that the US Flag at City Hall has not been raised to full staff since 9/11.

Mayor Humphrey announced that the new street light approved by the City Commission has been installed at the corner of Rainbow Drive and Eastwood Drive.

14. *APPROVAL OF BILLS: *Approved by Consent Agenda.*
15. *PROFESSIONAL & EDUCATIONAL TRAINING OPPORTUNITIES: *Approved by Consent Agenda.*
16. ADJOURNMENT: Motion by Commissioner Bussell second by Commissioner Jenkins to adjourn the meeting. Roll call vote: Yeas: Commissioners Bob Bonham, Kim Bussell, Pat Humphrey, Maegan Jenkins, and Carolyn (Gus) Murphy. Nays: None. Absent: None. *Motion Carried.* The meeting adjourned at 6:15 p.m.

Pat Humphrey, Mayor

Diane Lyon, City Clerk

AGENDA REPORT

TO: Mayor & City Commissioners
FROM: Jeremy Howard, City Manager
DATE: September 28, 2023
RE: First Reading-Proposed PILOT Ordinance 2023-003 – Clarendon Glen Apartments

For the Agenda of October 2, 2023

Background. Mr. Chris Austin of CRA Development, LLC purchases, re-develops, and then manages Rural Development and other affordable housing developments. Mr. Austin contacted the city regarding the recent purchase of Clarendon Glen Apartments (*see att'd letter*).

Mr. Austin's vision is to renovate the property, spending nearly \$1M on improvements, by using the Low-Income Housing Tax Credit Program (LIHTC). This is a federal program administered by the Michigan State Housing Development Authority (MSHDA). The tax credit program is the primary financing mechanism for creating and preserving affordable housing.

To facilitate the renovations, CRA Development will use two different sources of financing and funding. First, by assuming the existing mortgage with the current lender, USDA Rural Development. Second, they will raise equity for this project through the sale of Low-Income Housing Tax Credits mentioned earlier. Both of the financing sources ensure that the property will continue to serve persons with incomes at 60% or less of the county median income.

The tax credits are the key element of this transaction and CRA Development must compete for those tax credits. Each year MSHDA conducts one funding round for Rural Development tax credits. Developers submit applications for their projects and the applications are scored using a competitive formula. There are approximately 3 times more applications each funding round than there are available tax credits, hence there are winners and losers.

To have any chance of winning a tax credit reservation, a project must have a PILOT ordinance in effect. A development with a PILOT ordinance has a point advantage over a development that does not have a PILOT ordinance in place. Furthermore, a PILOT is critical to maintaining affordable rents and financially stable property. In affordable housing developments, rents are restricted and expenses are regulated. PILOTs allow properties to maintain affordable rents and still operate the property in a financially stable manner.

A PILOT is the payment of a service charge in lieu of ad valorem taxes. It is a statutory means of providing property tax relief for affordable housing projects. It is permitted under Act 346 (att'd) of the Michigan Statutes and the purpose of the statute is to make affordable housing more affordable.

Only properties that are specifically designated as affordable housing developments and meet specific criteria qualify for a PILOT. The PILOT is a fee, based on annual shelter rents, which are defined as rental income less utilities paid by the Landlord. PILOT's are calculated on a percentage basis that ranges from 0% to 10% of the annual shelter rents. The PILOT fee is then proportionally allocated to all of the various taxing units.

Mr. Austin has provided calculations (*att'd*) to illustrate the effect of the proposed 10% PILOT. Under a 10% PILOT, annual revenues would decrease by about \$200 annually, these numbers are calculated using a conservative 95% occupancy rate, recent historical occupancy rates for Clarendon Glen are closer to 98% so the net effect would be closer to revenue neutral when compared to the current property tax. Fees paid under a PILOT are transparent. The finances of the property are audited annually and a copy of the audit is included with the PILOT calculations and payment.

The PILOT can run for any number of years, however in order to achieve the maximum amount of points it must run for more than 15 years. CRA desires to see the PILOT run for a 20-year term and that is the term outlined in the proposed Ordinance 2023-003 (att'd). Notice of the public hearing for the proposed ordinance has been accomplished (*copy att'd*).

Mr. Austin has stressed that it is imperative to understand that the purpose of granting a PILOT is not to put money into CRA's pocket. As the owners of this property, they have the potential to earn a very limited annual return to the owner (RTO). The real beneficiaries are the residents, in that their rents are maintained at affordable levels; the project, in that the expenses can be maintained at a level to keep the property in good condition; and the community, in that it has revitalized affordable housing.

CRA is seeking the joint cooperation and participation of the City to assist in revitalizing and preserving Clarendon Glen Apartments as an affordable family housing development. With the PILOT and the tax credits, they will be able to offer totally renovated apartments and because of Federal rental assistance, no resident will pay more than 30% of their income towards the rent. Hot water and heat are included in the rents so the resident only pays for electricity.

All ordinance code changes or amendments require the approval of the Clare City Commission. And all ordinances require two readings and approval of the Clare City Commission subsequent to a public hearing. Subsequent to the conduct of the hearing, the Commission has the option of allowing a First Reading of the proposed Ordinance or denying the conduct of a First Reading, thereby rejecting the proposed new ordinance.

The City Commission is asked to conduct the required public hearing and approve or deny a First Reading of the proposed ordinance.

Issues & Questions Specified. Should the City Commission hold the requisite public hearing and direct the First Reading of the proposed ordinance?

Alternatives.

1. Hold the hearing and direct the first reading (a consent agenda item).
2. Do not hold the hearing or conduct the first reading.
3. Set aside decision regarding this matter to a subsequently scheduled public meeting.

Financial Impact. The developer's proposal is projected to allow the revenue generated from the property to remain essentially the same as the current tax capture on the property.

Recommendation. I recommend that the City Commission conduct the public hearing and conduct the First Reading of the proposed ordinance.

Attachments.

1. Letter from Developer.
2. PA 346.
3. Calculations spreadsheet.
4. Proposed Ordinance 2023-003.
5. Public Notice.

September 12, 2023

CRA Development, LLC
3835 Glade Way
Lansing, MI 48906

Jeremy Howard
City Manager of Clare
202 West Fifth Street
Clare, MI 48617

RE: Clarendon Glen Apartments

Dear Mr. Howard:

It was a pleasure to talk with you to discuss our plans for Clarendon Glen Apartments. Although I shared with you our plans and how we became involved in Clarendon Glen, I will reiterate the points I made so that you can share this information with members of your staff.

Clarendon Glenn is a 24-unit affordable family rental housing development located at 230 Mary Street. It was built in the late 1980's through the Section 515 Program administered by the Rural Development (RD) Agency of the U.S. Department of Agriculture (USDA). Clarendon Glen primarily provides affordable housing for families. The average annual income of a typical resident of an RD property is about \$12,500 (2016 USRD data).

Recently, I purchased a controlling interest in the partnership that owns Clarendon Glen Apartments. My purchase was motivated by the fact that I buy, re-develop, and then manage RD and other similar affordable housing developments.

My vision for the property was to purchase it; and then renovate the property by using the Low Income Housing Tax Credit Program (LIHTC). This is a federal program administered by the Michigan State Housing Development Authority (MSHDA). The tax credit program is the primary financing mechanism for creating and preserving affordable housing. Current economic and regulatory conditions are favorable for us to proceed with this strategy.

My teams renovations to the property focus on the following:

- Improvements that result in reduced maintenance
- Improvements that improve energy efficiency and reduce energy costs
- Improvements that enhance curb appeal and compliment the community

- Improvements that enhance tenant comfort and convenience
- Improvements that enhance marketability

To achieve these improvements, we intend to spend nearly \$1,000,000.00 to renovate the buildings, units and site. Clarendon Glen is long overdue for renovations and the improvements address deferred maintenance issues that include the following:

- Site Improvements & Repairs:
- Sidewalk and site concrete replacement. Provide ADA/barrier free access
- Rebuild parking lot and drive – Remove existing pavement, stabilize base and place 3” of new asphalt
- Replace site lighting with LED fixtures
- Provide landscaping maintenance and enhancements
- Replace dumpster enclosures with vinyl fencing
- Replace site signage
- Add office and community building (where applicable)
- Add playground equipment (where applicable)

Building Common Areas:

- Drywall repair as required prior to painting
- Paint all walls and ceilings
- Replace door frames and doors
- Implement Section 504 ADA improvements for barrier free access
- Replace door hardware with lever handled hardware
- Replace all flooring
- Replace laundry facility and equipment
- Install new energy star light fixtures
- Replace furnaces and water heaters with high efficiency units
- Augment attic insulation to R-49
- Provide recycling facilities

Building Exteriors:

- Install new vinyl siding (Tyvek or equal building wrap), trim, fascia and soffit
- Install new gutters and downspouts
- Replace windows and sliding glass doors with new vinyl, insulated, low e-units
- Replace building entry doors
- Rebuild balconies with composite decking and install new railings (where applicable)

Unit Interiors:

- Drywall repair as required prior to painting walls and ceilings
- Replace all interior doors and frames
- Replace vinyl flooring and carpet
- Replace door hardware with lever handled hardware
- Install new bath accessories and replace shelving
- Replace cabinets and countertops
- Install new kitchen sink and faucet, bath lavatory and faucet, tubs and surrounds, tub and shower valve and toilet using low flow fixtures
- Replace electrical devices and install new energy star light fixtures
- Add smoke detectors
- Install new window treatments
- Replace hydronic baseboard
- Install thru-wall energy star air conditioning unit
- Add energy star ventilated range hood
- Add energy star ventilated bath fans
- Update existing barrier free unit to current ADA standards
- Convert one additional unit to barrier free

To facilitate the renovations we will use two different sources of financing and funding. First, we will assume the existing mortgage with the current lender, USDA Rural Development. Second, we will raise equity for this project through the sale of Low Income Housing Tax Credits mentioned earlier. Both of the financing sources ensure that the property will continue to serve persons with incomes at 60% or less of the county median income.

The tax credits are the key element of this transaction and we must compete for those tax credits. Each year MSHDA conducts one funding round for Rural Development tax credits. Developers submit applications for their projects and the applications are scored using a competitive formula. There are approximately 3 times more applications each funding round than there are available tax credits, hence there are winners and losers.

To have any chance of winning a tax credit reservation, a project must have a PILOT ordinance in effect. A development with a PILOT ordinance has a point advantage over a development that does not have a PILOT ordinance in place. Furthermore, a PILOT is critical to maintaining affordable rents and a financially stable property. In affordable housing developments, rents

are restricted and expenses are regulated. PILOT's allow properties to maintain affordable rents and still operate the property in a financially stable manner.

The need for a PILOT for Clarendon Glen Apartments is the reason we have contacted you. Again, for the benefit of all I will explain a PILOT, which is the acronym for "Payment In Lieu Of Taxes". A PILOT is the payment of a service charge in lieu of ad valorem taxes. It is a statutory means of providing property tax relief for affordable housing projects. It is permitted under Act 346 of the Michigan Statutes and the purpose of the statute is to make affordable housing more affordable. Attachment #1 is the section of the statute that permits the property to be exempt from all ad valorem property taxes.

Only properties that are specifically designated as affordable housing developments and meet specific criteria qualify for a PILOT. In fact, a PILOT ordinance can be project specific. The PILOT is a fee, based on annual shelter rents, which are defined as rental income less utilities paid by the Landlord. PILOT's are calculated on a percentage basis that range from 0% to 10% of the annual shelter rents. The PILOT fee is then proportionally allocated to all of the various taxing units.

To understand the impact to the State, County, and City, I have prepared Attachment #2. This illustrates the effect of our proposal for a 10% PILOT. Under a 10% PILOT, annual revenues would decrease by about \$200 annually, these numbers are calculated using a conservative 95% occupancy rate, recent historical occupancy rates for Clarendon Glen are closer to 98% so the net effect would be closer to revenue neutral when compared to the current property tax. Fees paid under a PILOT are transparent. The finances of the property are audited annually and a copy of the audit is included with the PILOT calculations and payment.

The PILOT can run for any number of years, however in order to achieve the maximum amount of points it must run for more than 15 years. Typically, we like to see the PILOT run for a 20 year term. The PILOT ordinance itself is a standard, boilerplate document because many of the conditions in it are required by the statute. PILOT's are in place in hundreds of communities around the state.

It is imperative to understand that the purpose of granting a PILOT is not to put money into my pocket. As the owner of this property I have the potential to earn a very limited annual return to owner (RTO). The real beneficiaries are the **residents**, in that their rents are maintained at affordable levels; the **project**, in that the expenses can be maintained at a level to keep the property in good condition; and the **community**, in that it has revitalized affordable housing.

I am seeking the joint cooperation and participation of the City to assist in revitalizing and preserving Clarendon Glen Apartments as an affordable family housing development. With the PILOT and the tax credits, I will be able to offer totally renovated apartments and because of Federal rental assistance, no resident will pay more than 30% of their income towards the rent. Hot water and heat is included in our rents so the resident only pays for electricity.

By working together, there is a unique opportunity for a win-win-win situation for the City, for the current and future residents of Clarendon Glen and for us that can result in:

- Preserving and revitalizing quality and affordable housing
- Improving the physical condition and appearance of Clarendon Glen Apartments
- Attract new and retaining existing quality residents
- Economic development that results in jobs, employment and local business
- A financially feasible, long-term investment

As we discussed the sensitivity of this proposal requires that we move deliberately and do a thorough job of educating those individuals who will make the recommendations and decisions. The next tax-credit funding round is December 1, 2023, so my goal is to have this ordinance in place by early November. I can follow whatever process Clare has for requesting a PILOT ordinance.

In the meantime, should you have any questions or require any additional information, please contact me at 989-400-3145. We look forward to working with you.

Chris Austin
Managing Principal
CRA Development Group, LLC

Enclosures as noted:

1. Attachment #1- State Housing Development Authority Act 346 of 1966
2. Attachment #2 – Property Tax Analysis

STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (EXCERPT)
Act 346 of 1966

125.1415a Exemption of housing project from taxes; filing certified notification of exemption with local assessing authority; annual service charge; amount; duration of exemption; distribution of payments for public services; exceptions; payment of service charge equal to full amount of taxes; reduced housing charges; “low income persons and families” defined; rules; reimbursement prohibited.

Sec. 15a.

(1) If a housing project owned by a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park corporation, or mobile home park association is financed with a federally-aided or authority-aided mortgage or advance or grant from the authority, then, except as provided in this section, the housing project is exempt from all ad valorem property taxes imposed by this state or by any political subdivision, public body, or taxing district in which the project is located. The owner of a housing project eligible for the exemption shall file with the local assessing officer a notification of the exemption, which shall be in an affidavit form as provided by the authority. The completed affidavit form first shall be submitted to the authority for certification by the authority that the project is eligible for the exemption. The owner then shall file the certified notification of the exemption with the local assessing officer before November 1 of the year preceding the tax year in which the exemption is to begin.

(2) The owner of a housing project exempt from taxation under this section shall pay to the municipality in which the project is located an annual service charge for public services in lieu of all taxes. Subject to subsection (6), the amount to be paid as a service charge in lieu of taxes shall be for new construction projects the greater of, and for rehabilitation projects the lesser of, the tax on the property on which the project is located for the tax year before the date when construction or rehabilitation of the project was commenced or 10% of the annual shelter rents obtained from the project. A municipality, by ordinance, may establish or change, by any amount it chooses, the service charge to be paid in lieu of taxes by all or any class of housing projects exempt from taxation under this act. However, the service charge shall not exceed the taxes that would be paid but for this act.

(3) The exemption from taxation granted by this section shall remain in effect for as long as the federally-aided or authority-aided mortgage or advance or grant from the authority is outstanding, but not more than 50 years. The municipality may establish by ordinance a different period of time for the exemption to remain in effect.

(4) Except as otherwise provided in this subsection, any payments for public services received by a municipality in lieu of taxes under this section shall be distributed by the municipality to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. For payments in lieu of taxes collected after June 30, 1994, the distribution to the several units shall be made as if the number of mills levied for local school district operating purposes were equal to the number of mills levied for those purposes in 1993 minus the number of mills levied under the state education tax act, Act No. 331 of the Public Acts of 1993, being sections 211.901 to 211.906 of the Michigan Compiled Laws, for the year for which the distribution is calculated. For tax years after 1993, the amount of payments in lieu of taxes to be distributed to a local school district for operating purposes under this subsection shall not be distributed to the local school district but instead shall be paid to the state

treasury and credited to the state school aid fund established by section 11 of article IX of the state constitution of 1963.

(5) Notwithstanding subsection (1), a municipality may provide by ordinance that the tax exemption established in subsection (1) shall not apply to all or any class of housing projects within its boundaries to which subsection (1) applies. If the municipality makes that provision, the tax exemption established in subsection (1) shall not apply to the class of housing projects designated in the ordinance. If the ordinance so provides, the ordinance shall be effective with respect to housing projects for which an exemption has already been granted on Friday, March 10, 2017. A municipality that has adopted an ordinance described in this subsection may repeal that ordinance, and the repeal shall become effective on the date designated in the repealing ordinance.

(6) Notwithstanding subsection (2), the service charge to be paid each year in lieu of taxes for that part of a housing project that is tax exempt under subsection (1) and that is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the project if the project were not tax exempt. The benefits of any tax exemption granted under this section shall be allocated by the owner of the housing project exclusively to low income persons or families in the form of reduced housing charges.

(7) For purposes of this section only, "low income persons and families" means, with respect to any housing project that is tax exempt, persons and families eligible to move into that project. For purposes of this subsection, the authority may promulgate rules to redefine low income persons or families for each municipality on the basis of conditions existing in that municipality.

(8) This state shall not reimburse any unit of government for a tax exemption granted to any housing project under this section.

Claredndon Glen Apartments (Clare, MI)

Property Tax Analysis

September 12, 2023

City Manager Jeremy Howard

Taxable Value \$275,400.00
 SEV
 Assessed Value \$275,400.00
 PILOT \$16,966.64

Ad Valorem/Pilot Allocations

Description	Millage	Taxes	Pilot	Difference
SET		\$1,652.40		
CITY OPERATING		\$5,094.90		
CITY PARKS		\$206.55		
CITY STREETS		\$826.20		
COUNTY ALLOCATED		\$1,291.68		
PM DIST LIBRARY		\$273.27		
ADMIN FEE		\$93.45		
SUMMER TAXES		\$9,438.45		
COUNTY TRANSIT		\$137.14		
COUNTY SENIORS		\$131.66		
911 EXTRA VOTED		\$96.00		
ANIMAL CONTROL		\$82.28		
GYPSY MOTH		\$274.40		
MSU 4H		\$35.66		
RESD OPERATING		\$111.26		
RESD SPEC ED		\$445.45		
RESD CAREER TECH		\$273.14		
MID MICH COLLEGE		\$335.51		
SCHOOL OPERATING		\$4,952.24		
SCHOOL DEBT GO		\$468.18		
SCHOOL DEBT QZAB		\$330.48		
SCHOOL OPER FC		\$0.00		
ADMIN FEE		\$76.73		
WINTER TAXES		\$7,750.13		
Total Taxes		\$17,188.58	\$16,966.64	(\$221.94)

PILOT Calculations

Rental Income	\$ 204,912.00	
Other Income	\$0.00	
Less Vacancy - 5%	\$10,245.60	5.00%
Net Rental Income	\$ 194,666.40	
Less Owner Paid Utilities	\$25,000.00	
Net Annual Shelter Rents	\$169,666.40	
PILOT Service Charge Rate	10.00%	
PILOT Charge	\$16,966.64	

ORDINANCE NO. 2023-003

AN ORDINANCE TO AMEND CHAPTER 16 OF THE CITY OF CLARE CODES OF ORDINANCE BY ADDING SECTION 16-67 TO AUTHORIZE THE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF TAXES (PILOT) FOR RESIDENTIAL UNITS HISTORICALLY SERVING LOW-INCOME PERSONS OR FAMILIES IN ACCORDANCE WITH THE STATE HOUSING DEVELOPMENT AUTHORITY ACT 346 OF THE PUBLIC ACTS OF MICHIGAN OF 1966, AS AMENDED, AND MATTERS RELATED THERETO, SPECIFICALLY FOR A HOUSING DEVELOPMENT THAT HAS OPERATED IN THE CITY FOR MANY YEARS AND IS KNOWN AS CLARENDON GLEN APARTMENTS.

THE CITY OF CLARE ORDAINS:

Section 1. Addition of Section 16-67, Clarendon Glen Apartments, Tax Exemption Ordinance. Section 16-67 of Chapter 16 of the Code of Ordinances, City of Clare, Michigan is created to read as follows.

(a) Preamble. It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for Low-Income Persons and Families and to encourage the development of such housing by providing a service charge in lieu of property taxes in accordance with Act 346. The City is authorized by Act 346 and this Ordinance to establish or change the annual service charge to be paid in lieu of taxes by any and all Classes of housing exempt from taxation under Act 346 at any amount it chooses, not to exceed the taxes that would be paid but for Act 346. It is further acknowledged that housing for Low-Income Persons and Families is a public necessity, and as the City will benefit and improve from such housing, the encouragement of the same by providing certain real-estate tax exemptions for such housing is a valid public purpose. The continuance of the provisions of this section for tax exemption and the annual service charge in lieu of all *ad valorem* taxes during the period contemplated in this section are essential to the determination of the economic feasibility of housing developments that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that CRA Development, LLC. (the "Sponsor" as defined in subsection (b) below) has committed to rehabilitate, own, and operate a housing development identified as "Clarendon Glen Apartments" on certain property located at 220 Mary Street, parcel identification number 051-400-018-01, Clare, Michigan, which is legally described in subsection (b) (6) below, to serve Low-Income Persons and Families. The City further acknowledges that the Sponsor has offered to pay and will pay to the City, on account of this housing development an annual service charge for public services in lieu of all *ad valorem* property taxes.

(b) Definitions. The terms used within this section shall have the following meanings.

- (1) "Act" means the State Housing Development Authority Act, being Act 346 of the Public Acts of Michigan of 1966, (1966 PA 346, as amended; MCL 125.1401 et seq).
- (2) "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants by the Sponsor.

- (3) "Authority" means the Michigan State Housing Development Authority.
- (4) "Class" means the Housing Development known as Clarendon Apartments for Low Income Persons and Families.
- (5) "City" means the City of Clare, a home rule municipality organized pursuant to Public Act 279 of 1909, as amended, and located in Clare County, Michigan.
- (6) "Contract Rents" means the total Contract Rents (as defined by HUD in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of the Housing Development governed by this section during an agreed annual period, exclusive of Utilities.
- (5) "Development" means the senior housing development to be located in the City on certain unplatted to be known as "The Clarendon Glen Apartments."
- (6) "HUD" means the United States Department of Housing and Urban Development.
- (7) "Housing Development" means Clarendon Glen Apartments for Low-Income Persons and Families which contain a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines to improve the quality of the Housing Development as it relates to housing for persons of low income. The Housing Development is located on the property legally described as:

T17N R4W SEC 34--LOTS 18-19-20-21-22-29-30-31-32-33 GREENBRIAR ESTATES NO 1., Clare County, City of Clare, Michigan.
- (8) "LIHTC Program" means the Low-Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- (9) "Low-Income Persons and Families" means persons and families eligible to move into and reside in the Housing Development.
- (10) "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition, and/or permanent financing of the Housing Development governed by this section and secured by a mortgage on the Housing Development.
- (11) "Sponsor" means persons or entities that have applied to the Authority for the Tax Credits to finance a Housing Development. For the purposes of this section, the Sponsor is Wellington Limited Dividend Housing Association Limited Partnership.

- (12) "Tax Credits" means the low-income housing Tax Credits made available by the Authority to the Sponsor for rehabilitation of the Housing Development by the Sponsor in accordance with the Low-Income Housing Tax Credit Program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- (13) "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing development.

(c) Class of Housing Development. It is determined that the Class of Housing Development to which the tax exemption shall apply and for which an annual service charge shall be paid in lieu of such taxes shall be the Housing Development defined in this section, that is financed with a Mortgage Loan and known as Clarendon Glen Apartments for Low Income Persons and Families. This section shall apply only to this Housing Development to the extent that the Housing Development provides housing for Low-Income Persons and Families and is financed or assisted by HUD and the Authority pursuant to the Act.

(d) Establishment of Annual Service Charge.

(1) The City acknowledges that the Sponsor and HUD and/or the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this section and the qualification of the Housing Development for exemption from all ad valorem property taxes and payment of an annual service charge in lieu of ad valorem taxes in an amount established in accordance with this section. In consideration of the Sponsor's offer to rehabilitate, own, and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes that would otherwise be assessed to the Housing Development under Michigan law.

Effective upon the adoption of this section and subject to the receipt by the City of the "Notification of Exemption" (or such other similar notification) by the Sponsor and/or the Authority, the annual service charge shall be equal to ten percent (10 %) of Contract Rents.

Nothing in this section shall be construed to exempt the Development and the property on which it is to be constructed from any special assessments for street or other public improvements or as a result of its location within a business improvement district authorized by 1999 Public Act 49, as amended.

(2) The Housing Development, and the property on which it is constructed, shall be exempt from all ad valorem property taxes from and after the commencement of rehabilitation of the Housing Development by the Sponsor under the terms of this Ordinance.

(e) Limitation on the Payment of Annual Service Charge. Notwithstanding subsection (d), if any portion of the Housing Development is occupied by other than Low-Income Persons and Families, the full amount of the taxes that would be paid on those units of the Housing Development if the Housing Development were not tax-exempt shall be added to the annual service charge in lieu of taxes.

The term "low-income persons or families" as used herein shall be the same meaning as found in Section 15(a)(7) of the Act.

(f) Contractual Effect of Section. Notwithstanding the provisions of Section 15(a) (5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority and HUD as third-party beneficiaries under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by the enactment of this Ordinance.

(g) Payment of Annual Service Charge. The annual service charge in lieu of taxes shall be payable to the City in the same manner as ad valorem property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as paid with the general property tax in the previous calendar year. The annual payment shall be paid on or before May 1 of each year for the previous calendar year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.11, et seq.). Annual payments in arrears shall be subject to interest of 1% per month until the 12th month after their due date, and to interest of 1.5% per month retroactive to the due date for annual payments in arrears for longer than 12 months.

Subject to any limitations imposed by law, the Sponsor, or its successor, shall provide to the City such accounting records, audits, and financial reports as the City shall reasonably require to verify the computation of the annual service charge as provided by this section as of December 31st of each year. The Sponsor shall maintain such records of rent or occupancy charges received and the occupancy of units in the Development as will permit the City to verify which of the units in the Development have been occupied by low-income persons or families. The audit shall include details with respect to occupancy of the Housing Development, Contract Rents received from the Housing Development, and the cost for Utilities during the audit period. Annual service charges payable pursuant to this section shall be a lien on the Development, and if delinquent, without prejudice to any remedies for arrears of payment or preceding breach of covenant, shall at the election of the City be collected and enforced in the same manner as general property taxes.

(h) Duration. This Ordinance shall remain in effect and shall not terminate for a period of twenty (20) years from the Effective Date, so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program, and so long as the Housing Development submits the required annual notification of exemption pursuant to MCL125.1415a(1), as amended. If the Development is no longer subject to income and rent restrictions under the LIHTC Program, then the exemption from all *ad valorem* property taxes established by this Ordinance shall terminate upon the payoff of the Mortgage Loan or upon the sale of the Development to an unrelated third party. The term of this section shall commence upon the issuance of the Notification to Local Assessor of Exemption as issued by the Authority.

(i) Severability. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

(k) Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 2. Effective Date. This Ordinance shall be published within 10 days of its enactment on _____ and it shall take effect 15 days after its enactment, as provided in the City Charter.

PROPOSED ORDINANCE AMENDMENT

CITY OF CLARE NOTICE OF PUBLIC HEARING

The Clare Commission will hold a public hearing on Monday, October 2, 2023, at 6:00 p.m., at Clare City Hall, 202 W. Fifth Street, Clare MI to receive public comments pertaining to an Ordinance amendment to Chapter 16 Community Development, *Section 16-67, Clarendon Glen Apartments, Payment In Lieu Of Taxes*. A copy of the proposed Ordinance amendment is available for review by contacting the City at info@cityofclare.gov or calling 989-386-7541. The Clare City Commission will accept comments during the hearing or in writing if the written comments are received by the City Clerk not later than 4 p.m. on the date of the hearing. The City of Clare is an equal-opportunity employer and provider.

Diane Lyon
Clare City Clerk



AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Jeremy Howard, City Manager
Date: September 28, 2023
RE: First Reading Proposed Ordinance 2023-004 – Utilities Collection

For the Agenda of October 2, 2023

Background. Section 46-278 of the City of Clare Code of Ordinances deals with security deposits related to utility bills. In the past, the city has had a policy to return deposits to renters after one year, but this has led to the city having to write off large bills when rental properties are vacated without the bill being paid. This ordinance change (*copy att'd*) is being recommended by the City Attorney to remove the return of the security deposit until the rental agreement is terminated. At that time the security deposit will be applied to any outstanding balance of the utility bill. This should minimize the loss to the city as we have recently raised the security deposit and now will have this new ordinance change in place if the City Commission approves.

Note: This change also clarifies that the security deposit is used only for utility accounts for rental units and not for homeowners. If a homeowner does not pay their utility bills our ordinance sets the standard for the collection of the unpaid amounts to be placed on the tax bill.

All ordinance code changes or amendments require the approval of the Clare City Commission, and all ordinances require two readings and approval of the Clare City Commission subsequent to a public hearing. The required public notice (*copy att'd*) announcing the hearing has been published. Subsequent to the conduct of the hearing, the Commission has the option of allowing a First Reading of the proposed Ordinance or denying the conduct of a First Reading, thereby rejecting the proposed new ordinance.

The City Commission is asked to conduct the required public hearing and approve or deny a First Reading of the proposed ordinance.

Issues & Questions Specified. Should the City Commission hold the requisite public hearing and direct the First Reading of the proposed ordinance?

Alternatives.

1. Hold the hearing and direct the first reading (a consent agenda item).
2. Do not hold the hearing or conduct the first reading.
3. Set aside decision regarding this matter to a subsequently scheduled public meeting.

Financial Impact. Between the increase in the security deposit approved by the Commission during the budget approval and this change it should help to reduce write off amounts from utility bills that are left unpaid when a renter leaves a large bill.

Recommendation. I recommend that the City Commission conduct the public hearing and conduct the First Reading of the proposed ordinance.

Attachments.

1. Proposed Ordinance.
2. Public Notice.

ORDINANCE NO. 2023 – 004

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF CLARE BY amending the City Code, Chapter 46, Utilities, Collection

Section 46 of the Clare City Code is hereby amended and restated as follows:

Sec. 46-278. Collection.

- (a) *Security deposits.* The city commission shall adopt a security deposit as set by resolution of the city commission from time to time for residential customers establishing new accounts for water, sewer and/or solid waste/recycling service. The security deposit will be held in reserve by the city until the customer has ~~made payments, without any delinquencies, for a period of one year~~ **terminated their rental agreement with the landlord**. At that point, the security deposit will be **applied to any outstanding balance due or** refunded, without interest **if no outstanding balance exists**.
- (b) *Authorization for enforcement.*
- (1) The city treasurer is hereby authorized to enforce the payment of charges for water service, sewer service and garbage service. The department may discontinue water or sewer service should the account become delinquent and in excess of the security deposit amount and after the city has taken appropriate actions to notify residents of delinquencies.
 - (2) Where service has been discontinued, the city may apply the customer's security deposit toward payment of the delinquent account. If the security deposit is not sufficient to cover the delinquent account, an action of assumpsit may be instituted by the city treasurer against the delinquent customer.
- (c) *Placement of delinquent accounts on tax roll.* The charges for water service, sewage disposal service and solid waste/recycling collection, which, under the provisions of Public Act No. 94 of 1933 (MCL 141.101 et seq.), as amended, are made a lien on the premises to which furnished, are hereby recognized to constitute such lien; and the city treasurer shall, semiannually, certify all unpaid charges for such services furnished to any premises which have remained unpaid for a period of 30 days, to the city assessor, who shall place the charges on the next tax roll of the city. Such charges so assessed shall be collected in the same manner as general city taxes.

PROPOSED ORDINANCE AMENDMENT

CITY OF CLARE NOTICE OF PUBLIC HEARING

The Clare Commission will hold a public hearing on Monday, October 2, 2023, at 6:00 p.m., at Clare City Hall, 202 W. Fifth Street, Clare MI to receive public comments pertaining to an Ordinance amendment to Chapter 46-278(a) Collection, *Security Deposits*. A copy of the proposed Ordinance amendment is available for review by contacting the City at info@cityofclare.gov or calling 989-386-7541. The Clare City Commission will accept comments during the hearing or in writing if the written comments are received by the City Clerk not later than 4 p.m. on the date of the hearing. The City of Clare is an equal-opportunity employer and provider.

Diane Lyon
Clare City Clerk



AGENDA REPORT

TO: Mayor Pat Humphrey and the City Commission
FROM: Jeremy Howard, City Manager
DATE: September 28, 2023
RE: Charitable Gaming License Resolution – Clare Wrestling Club

For the Agenda of October 2, 2023

Background. The Clare Wrestling Club has requested that the City Commission consider adopting a Resolution enabling them to apply for the issuance of a state Gaming License, thereby allowing their organization to conduct various fund-raising events to support the community wrestling program.

Issues & Questions Specified. Should the City Commission approve a Local Governing Body Resolution for Charitable Gaming License for the Clare Wrestling Club?

Alternatives.

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

Financial Impact. There is no direct fiscal impact for the City.

Recommendation. I recommend that the City Commission approve the attached Resolution 2023-075 supporting the Clare Wrestling Club's charitable gaming license submission to the State of Michigan Charitable Gaming Division.

Attachment.

1. Resolution 2023-075.



Charitable Gaming Division
 Box 30023, Lansing, MI 48909
 OVERNIGHT DELIVERY:
 101 E. Hillsdale, Lansing MI 48933
 (517) 335-5780
 www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL.432.103(K)(ii))

At a regular meeting of the Clare City Commission
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Clare Wrestling Club of Clare,
NAME OF ORGANIZATION CITY

county of Clare, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and
 adopted by the Clare City Commission at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Diane M. Lyon, Clare City Clerk
PRINTED NAME AND TITLE

202 West Fifth Street, Clare, MI 48617
ADDRESS

COMPLETION: Required.
 PENALTY: Possible denial of application.
 BSL-CG-1153(R6/09)

AGENDA REPORT

TO: Mayor & City Commission
FROM: Jeremy Howard, City Manager
DATE: September 28, 2023
RE: Election Inspector Compensation

For the Agenda of October 2, 2023

Background. Chapter 4, Section 4.10 of the City Charter (att'd) provides that the compensation of election personnel shall be determined in advance of an election by the City Commission. Currently, our election inspectors are paid \$12.00 while other temporary staff (soccer coaches, parks maintenance, etc.) are paid \$13.00 per hour. The precinct vice chairperson currently receives \$14/hr. and the chairperson is paid \$15/hr.

Election inspectors play an essential role in Michigan elections. They perform a wide variety of election duties ranging from processing voters and absentee ballots, to protecting the integrity of elections by securing voting equipment, maintaining order and security in the precinct, and ensuring the accuracy of election results.

Today's elections have become increasingly complex and demanding due to increasing security measures and amplified training requirements. In recent years, Clare, like other cities and townships across the state, has grappled with ongoing election inspector shortages. For elections to function well, it is critical that election officials recruit a sufficient number of qualified individuals from all political parties to serve as election inspectors. In order to retain and attract qualified individuals to fulfill this essential role in government, it is equally critical that these inspectors are paid a fair and equitable wage to perform their important and necessary duties.

As such, I am proposing the following wage increase for election inspectors:

Election Chair – \$17.00 per hour
Vice Chair – \$16.00 per hour
Election Inspector – \$14.00 per hour

The City's Election Commission is scheduled to meet at 5:00 p.m. on October 2, 2023, to consider the proposed wage increase and provide a recommendation to the City Commission.

Issues & Questions Specified. Should the City Commission approve the new wage scale for the election inspectors?

Alternatives.

1. Approve the new wage scale.
2. Approve the wage scale with modifications.
3. Do not approve the wage scale.
4. Table the matter for further consideration and/or deliberation.

Financial Impact. Approximately \$300 increase per election. Funds are available and have been budgeted to support the revised wage scale.

Recommendation. I recommend that the City Commission approve the new wage scale for election inspectors and set the election inspector compensation by adoption of Resolution 2023-076.

Attachments.

1. Chapter 4, Section 4.10 City Charter.
2. Resolution 2023-076.

Section 4.10. - Election commission.

An election commission is hereby created, consisting of the clerk, the mayor, and the city attorney. The clerk shall be chairman. The commission shall have charge of all activities and duties required of it by state law and this charter relating to the conduct of elections in the city. The compensation of election personnel shall be determined in advance by the city commission. In any case where election procedure is in doubt, the election commission shall prescribe the procedure to be followed.

State Law reference— Boards of city election commissioners, MCL 168.25.

RESOLUTION 2023-076

A RESOLUTION OF THE CITY OF CLARE CITY COMMISSION SETTING THE COMPENSATION FOR ELECTION INSPECTORS

WHEREAS, Chapter 4, Section 4.10 of the City Charter provides that the compensation of election personnel shall be determined in advance of an election by the City Commission; and

WHEREAS, election inspectors play an essential role in Michigan elections and perform a wide variety of election duties ranging from processing voters and absentee ballots, to protecting the integrity of elections by securing voting equipment, maintaining order and security in the precinct, and ensuring the accuracy of election results; and

WHEREAS, elections have become increasingly complex and demanding due to increasing security measures and amplified training requirements; and

WHEREAS, it has been determined that in order to retain and attract qualified individuals to fulfill this essential role in government, it is critical that these inspectors are paid a fair and equitable wage to perform their important and necessary duties; and

WHEREAS, the Clare City Commission desires to compensate its inspectors at a rate commensurate with the work they perform.

NOW THEREFORE BE IT RESOLVED THAT the Clare City Commission hereby approves the hourly compensation rate for the precinct chairperson to be \$17.00 per hour; \$16.00 per hour for the precinct vice chairperson; and \$14.00 per hour for all other election inspectors.

This 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 2nd day of October, 2023.

Diane Lyon, City Clerk

AGENDA REPORT

TO: Mayor Pat Humphrey and the City Commission
FROM: Jeremy Howard, City Manager
DATE: September 28, 2023
RE: Approve MDOT TAP Grant Contractual Agreement

For the Agenda of October 2, 2023

Background. The City of Clare has been working with the Michigan Department of Transportation (MDOT) and the Michigan Department of Natural Resources (MDNR) on a proposed project that will complete the "gap" that exists between the Pere Marquette Rail East Trail and the Pere Marquette West Trail in the City of Clare and Clare County for several years. The proposed project will extend the path along the abandoned rail corridor and road right-of-way from the Moose Lodge to Fourth Street in the City of Clare. The trail will continue to the east, eventually tying into the existing Pere Marquette Trail at Pine Street.

With the adoption of Resolution 2018-021 (*att'd*), the City Commission authorized the application to MDOT for the US Department of Transportation Federal Highway Administration (FHWA) Transportation Alternate Program (TAP) Recreational Trails Program for grant funding. MDOT is now providing and requesting approval of the contractual agreement 22-5568 (*att'd*) authorizing MDOT to construct the project work.

The Clare City Commission is now asked to approve contract agreement 22-5568 authorizing MDOT to commence and complete the pathway project construction. The City Commission is further asked to authorize its City Manager to sign the contractual agreement, to sign any and all related documents, and to authorize the City Treasurer to complete any necessary budget amendments and process payments related to the project.

Issues & Questions Specified. Should the City Commission approve a contractual agreement with MDOT for the project construction of the rail-trail to complete the Clare "gap"?

Alternatives.

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

Financial Impact. The total project cost will be \$2,495,900. The city's share of that cost will be \$153,600. \$150,000 of the city's cost is being funded through a grant from the Michigan Trails Fund. The remaining \$3,600 will be covered through donations secured by the Friends of Clare County Parks & Rec group.

Recommendation. I recommend that the City Commission approve the contractual agreement with MDOT for the completion of the rail-trail through Clare, authorize its City Manager to sign the contractual agreement and sign any and all documents related to this project, and authorize the City Treasurer to make any and all necessary budget amendments and process payments related to the project by adoption of resolution 2023-077.

Attachment.

1. Resolution 2018-021
2. MDOT Contractual Agreement.
3. Resolution 2023-077.

RESOLUTION 2018-021

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING THE SUBMITTAL OF A MICHIGAN DEPARTMENT OF TRANSPORTATION TRANSPORTATION ALTERNATIVE PROGRAM (TAP) GRANT APPLICATION.

WHEREAS, the City of Clare – in partnership and collaboration with the Michigan Department of Natural Resources, the Michigan Department of Transportation, and Clare County Parks & Recreation Department – has been meeting on a recurring basis for the past year to strategically plan for eliminating the “Clare Gap”, which is a void of approximately two miles in length in said Trail that is not currently paved; and

WHEREAS, eliminating the “Clare Gap” is considered a high-priority project by said partnership entities as completion of said portion of the Trail will result in approximately 62 miles of continuous, paved trail coursing from Midland, Michigan to Reed City, Michigan; and

WHEREAS, the estimated cost to complete the construction of “The Clare Gap” is \$2.8M; and

WHEREAS, said partnership organizations are pursuing multiple funding sources to complete said construction; and

WHEREAS, said partners have determined that the Michigan Department of Transportation, Transportation Alternative Program (TAP), would be an excellent potential funding source to off-set a significant portion of the costs associated with the completion of construction of “The Clare Gap” and that the City of Clare would be the best partner-applicant for said funding source; and

WHEREAS, the Clare City Commission has reviewed said proposed “Clare Gap Project” and has determined that the submittal of a TAP Grant application is clearly in the best interests of the City and its residents and the three-county area directly served by said Trail.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Clare hereby approves the submittal of a Michigan Department of Transportation, Transportation Alternative Program (TAP) Grant application in the amount of \$1,943,338.78, to be used for completing the “Clare Gap” of the Pere Marquette Rail Trail.

BE IT FURTHER RESOLVED THAT the City Commission hereby agrees and commits to assume and be responsible for the maintenance and repairs of said portion of the rail trail funded by TAP upon completion of construction of said Project.

BE IT FURTHER RESOLVED THAT the Clare City Commission hereby authorizes Ken Hibl, its City Manager, and/or Steven Kingsbury, its Treasurer/Finance Director, in absence of the City Manager, to execute any and all documents associated with or related to the submittal of said grant application.

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 Bonham supported by Commissioner Murphy. The Resolution declared adopted by the following roll call vote:

YEAS: Bob Bonham, Gus (Carolyn) Murphy and Karla Swanson.

NAYS: None.

ABSENT: Pat Humphrey and Jean McConnell.

Resolution approved for adoption on this 5th day of March 2018.


Diane Lyon, City Clerk

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA
Control Section TA 18022; M 18022
Job Number 208527CON; 218451CON
Fed Project # 23A0193; 23A0314
Contract 22-5568

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CLARE, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties for the following shared use path construction, hereinafter referred to as the "PROJECT":

PART A – Job Number 208527CON

Hot mix asphalt shared use path construction work of the Pere Marquette Trail from the existing trail approximately 1,000 feet west of the South Branch Tobacco River to Beech Street, including concrete sidewalk, bridge deck construction on Structure B01 of 18022 which carries the Pere Marquette Trail over the South Branch of the Tobacco River, culvert removal, embankment, earth excavation, erosion control, aggregate base, culvert, drainage structure, concrete curb and cutter, permanent pavement marking and signing, and traffic control work; together with necessary related work, located within the corporate limits of the CITY and Grant Township, Clare County, Michigan; and

PART B – Job Number 218451CON (RAILROAD FORCE ACCOUNT)

Railroad track and flangeway work along the Pere Marquette Trail at three crossings of the Great Lakes Central Railroad, formerly known as the Tuscola and Saginaw Bay Railroad and hereinafter referred to as the "RAILROAD", USDOT NI# 232580J at Maple Street, USDOT NI# 929294H at Pioneer Parkway, and south of the Diamond easterly of Pioneer Parkway; together with necessary related work, located within the corporate limits of the CITY; and

WITNESSETH:

WHEREAS, the DEPARTMENT, the Michigan Department of Natural Resources, hereinafter referred to as the "MDNR", and the City of Clare have jointly determined it to be in the public interest to have the DEPARTMENT construct the PROJECT work.

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A	<u>\$2,395,900</u>
PART B	\$ 100,000
TOTAL	\$2,495,900

WHEREAS, the PROJECT, at the request of the DEPARTMENT, MDNR, and the CITY, is being programmed with the United States Department of Transportation Federal Highway Administration, hereinafter referred to as the "FHWA", for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM
RECREATIONAL TRAILS PROGRAM

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

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

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT, costs incurred by the RAILROAD for the PART B portion of the PROJECT, and any and all other expenses in connection with any of the above.

The PART B portion of the PROJECT work will be performed by the RAILROAD pursuant to the contract #94-0804 dated July 28, 1994, by and between the DEPARTMENT and the RAILROAD, hereinafter referred to as "ADDENDUM A" and attached hereto. The REQUESTING PARTY does hereby acknowledge its acceptance of the terms of ADDENDUM A with respect to this PROJECT.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer the PROJECT and will cause to be performed the PROJECT work.

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

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST, after the deduction of Federal Funds, shall be charged to and paid by the DEPARTMENT, MDNR, and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

	<u>PART A</u>	<u>PART B</u>
DEPARTMENT	45.08%	100%
MDNR	36.32%	0%
CITY	18.60%	0%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	<u>TOTAL</u> <u>ESTIMATED</u> <u>COST</u>	<u>FEDERAL</u> <u>AID</u>	<u>BALANCE</u> <u>AFTER</u> <u>FED AID</u>	<u>DEPARTMENT'S</u> <u>SHARE</u>	<u>MDNR'S</u> <u>SHARE*</u>	<u>CITY'S</u> <u>SHARE</u>
PART A	\$2,395,900	\$1,570,000	\$825,900	\$372,300	\$300,000	\$153,600
PART B	\$ 100,000	\$ 81,800	\$ 18,200	\$ 18,200	\$ 0	\$ 0
TOTAL	\$2,495,900	\$1,651,800	\$844,100	\$390,500	\$300,000	\$153,600

*The MDNR'S participation and maintenance responsibilities shall be established in DEPARTMENT Contract 22-5569.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PARTS A and B portions of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of the PARTS A and B portions of the PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT. The portion of the PROJECT within the corporate limits of the CITY shall be owned by the CITY. The portion of the PROJECT outside of the corporate limits of the CITY shall be owned by the MDNR as established in DEPARTMENT Contract 22-5569.

On projects involving the restoration of historic facilities, the CITY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of insuring that the historic property will be preserved. The CITY also agrees that such facilities shall be maintained and repaired by the CITY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the CITY agrees to perform, or cause to be performed, at no cost to the DEPARTMENT, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The CITY shall maintain all plantings following completion of said period of establishment.

Failure of the CITY to fulfill its responsibilities as outlined herein may disqualify the CITY from future Federal-aid participation in Transportation Enhancement projects or in other projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

It is understood that the RAILROAD, at its sole expense, pursuant to ADDENDUM A, will own, operate, and maintain the railroad facilities unless otherwise provided between the CITY and the RAILROAD.

9. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

10. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

11. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF CLARE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



MICHIGAN DEPARTMENT OF TRANSPORTATION
and
TUSCOLA AND SAGINAW BAY RAILWAY COMPANY, INC.
MASTER AGREEMENT
for
HIGHWAY-RAILROAD GRADE CROSSING IMPROVEMENTS ON
PUBLIC HIGHWAYS

THIS MASTER AGREEMENT, made and entered into this day of JUL 28 1994, between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the Tuscola and Saginaw Bay Railway Company, Inc., a Michigan Corporation, admitted to do business under the laws of the State of Michigan, hereinafter referred to as the "RAILROAD".

WITNESSETH:

WHEREAS, the RAILROAD operates railroad lines within the State of Michigan that cross various public highways at grade; and

WHEREAS, the DEPARTMENT has entered into an Operating Agreement with the RAILROAD to conduct a rail freight operation on rail facilities owned by the State of Michigan which cross various public highways at grade; and

WHEREAS, the public highways herein referred to include state trunkline highways under the jurisdiction of the DEPARTMENT and public highways and roadways under the jurisdiction of various counties, and incorporated cities and villages which are hereinafter referred to individually as the ROAD AUTHORITY; and

WHEREAS, the parties hereto anticipate that they and the appropriate ROAD AUTHORITY, in the interest of public safety and convenience, will desire to improve, install, modify, relocate, or retire active highway-railroad traffic control devices, and make additional improvements as may be eligible and necessary, at such highway-railroad grade crossings of the RAILROAD with public highways as shall be agreed to from time to time by the parties hereto

and appropriate ROAD AUTHORITY, which improvements are hereinafter referred to individually as PROJECTS; and

WHEREAS, PROJECTS for improvements to crossings of highways or roadways which are not under the jurisdiction of the DEPARTMENT will require advance written approval by the ROAD AUTHORITY which shall be obtained by the DEPARTMENT, and which in each instance shall include but not be limited to, acceptance of the terms of this agreement, commitment to provide such project engineering, traffic control and roadway work as is mutually determined to be required and financial participation in the overall PROJECT cost where such is required; and

WHEREAS, it is recognized that a highway grade crossing may be subject to an order issued under the provisions of Public Act 354 of 1993, cited as "the Railroad Code of 1993"; and

WHEREAS, Title 23, United States Code, as amended, provides federal funding by the Federal Highway Administration, hereinafter referred to as "FHWA" for the type of improvements contemplated herein and the State of Michigan, Act 51 of the Public Acts of 1951, as amended by Public Act 294 of 1993 provides for an annual appropriation to the state trunkline fund for subsequent deposit in the State Rail Grade Crossing Account for the type of improvements contemplated herein for all public highways; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the accomplishment of such desired PROJECTS, using the aforesaid funds or other comparable federal and state program funds, and desire to set forth their understanding in the form of a written MASTER AGREEMENT.

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

1. The DEPARTMENT, in cooperation with the RAILROAD and ROAD AUTHORITY, will select and determine the scope of each PROJECT to be undertaken pursuant to this agreement and will select the type of funding to be utilized.
2. All PROJECTS to which this agreement is applied shall be subject to all appropriate federal and state laws, rules and regulations, and orders issued pursuant thereto.
3. The cost of each PROJECT is understood to include, within the limitations of each PROJECT authorization and this MASTER AGREEMENT, 100 percent of the actual cost incurred by the RAILROAD and the DEPARTMENT for labor, equipment and materials for construction, preliminary and construction engineering, inspection services and the preparation of plans, material lists, specifications and cost estimates. If federal funds are utilized, such costs shall be borne by federal funds to the extent determined by the type of federal funding selected and the classification of each PROJECT in accordance with the FHWA's Federal-Aid Policy

Guide, hereinafter referred to as the "FAPG", Chapter 1, Subchapter G, Part 646, Subpart B, Sections 646.200 through 646.220, dated December 9, 1991, and amendments thereto.

4. The parties acknowledge and agree that Public Act 294 of 1993 provides for alternate PROJECT participation and that any PROJECT that includes financial participation by the RAILROAD will require separate agreement(s) between the DEPARTMENT, RAILROAD and ROAD AUTHORITY, when necessary, in the case of a non-state trunkline project.

5. The RAILROAD will prepare necessary plans, a list of equipment, materials, specifications, and an estimate of cost for complete performance of its portion of each proposed PROJECT.

6. The DEPARTMENT, or ROAD AUTHORITY for non-state trunkline PROJECTS, will prepare a cost estimate for complete performance of its portion of each proposed PROJECT and a plan sufficient for each proposed PROJECT. The DEPARTMENT will assemble and correlate the data submitted by the RAILROAD and the ROAD AUTHORITY and will distribute the information to the parties involved in each PROJECT.

7. The DEPARTMENT will process each PROJECT with the FHWA when using federal funds or the DEPARTMENT when using state funds and, upon approval and obligation of the use of selected funds by the FHWA or the DEPARTMENT as appropriate, and execution of a contract, when required, between the DEPARTMENT and the ROAD AUTHORITY for non-state trunkline PROJECTS, will issue a formal authorization to the RAILROAD to proceed with each PROJECT. Work performed prior to such approval and funding obligation by the FHWA or DEPARTMENT, as appropriate and approval by the ROAD AUTHORITY when required, for the PROJECT ultimately covered by this agreement shall not be eligible for reimbursement except for preliminary engineering costs incurred subsequent to on-site inspections or reviews. The authorization will describe the work to be performed by each party, the estimated costs, the source of funds, the anticipated completion time period and the cost of operation and maintenance of RAILROAD facilities as provided in Section 14 hereof. Any substantial change in the PROJECT cost, scope of work or completion time period contained in the authorization will require a written revision to the authorization and, if necessary, an amendment to the contract for non-state trunkline PROJECTS.

8. The DEPARTMENT, at PROJECT expense, will provide a project engineer who shall be in charge of the PROJECT work to such extent as is necessary to meet state and federal requirements.

The ROAD AUTHORITY at no cost to the PROJECT, will provide a project engineer/manager for non-state trunkline projects.

It is understood that the RAILROAD, at PROJECT expense, will perform the construction engineering and inspection services necessary for its portion of each PROJECT.

The RAILROAD hereby agrees to contact the DEPARTMENT, and ROAD AUTHORITY for non-state trunkline projects, prior to the start of work on any PROJECT to coordinate all aspects of each PROJECT which shall include, but not be limited to, PROJECT geometrics, roadway and track lines, grades and elevations, construction details, work schedules and traffic control measures. The elevation relating to the top of rails and to the roadway shall not be raised or lowered by either party unless provided for on the approved plans or otherwise specifically agreed to.

9. All work performed or caused to be performed, and materials furnished or caused to be furnished by the RAILROAD pursuant to a contract authorization under this agreement, will be performed on a force account basis or lump sum cost basis as stipulated in the contract authorization, billed by the RAILROAD, and reimbursed by the DEPARTMENT as defined and as provided in the FHWA's FAPG, Chapter 1, Subchapter B, Part 140, Subpart I, Sections 140.900 through 140.922, dated December 9, 1991, and amendments thereto, incorporated herein by reference as if the same were repeated in full herein.

The RAILROAD will credit to the PROJECT the value of materials recovered from temporary or permanent use on the PROJECT in accordance with the provisions of the FHWA's FAPG, Chapter 1, Subchapter B, Part 140, Subpart I, Section 140.908, dated December 9, 1991, and amendments thereto.

The RAILROAD shall afford the DEPARTMENT, the ROAD AUTHORITY, and the FHWA, if applicable, a reasonable opportunity to inspect materials recovered prior to disposal by sale or scrap.

10. Upon completion of authorized work and receipt of progress or final billings therefor, the DEPARTMENT will reimburse the RAILROAD (from funds provided therefore, and in accordance with said FAPG) withholding until the time of final payment, a retainage as hereinafter set forth in Appendix C. The retainage may be released to the RAILROAD following PROJECT acceptance by the DEPARTMENT, receipt of the RAILROAD'S all inclusive final billing, and provided the DEPARTMENT has reasonable assurance it can recover promptly any overpayment disclosed by the DEPARTMENT'S audit of the RAILROAD'S records. The RAILROAD will bear the full cost of any items for which they are responsible and which are determined to be not properly a part of the PROJECT.

11. The RAILROAD shall:

- (a) Establish and maintain accurate cost records and accounts, in accordance with generally accepted accounting principles, of all costs and expenses incurred for which payment is sought or made under this agreement, said documents to be hereinafter referred to as the RECORDS. Separate RECORDS shall be established and maintained for each PROJECT authorized under this agreement.

- (b) The RAILROAD shall maintain the RECORDS for at least three (3) years from the date final payment is made by the DEPARTMENT under this agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this agreement, the RAILROAD shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- (c) The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- (d) If any part of the work is subcontracted, the RAILROAD shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

IT IS FURTHER AGREED THAT:

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

Within sixty (60) days after the date of the Notice of Audit Results, the RAILROAD shall: (a) provide written concurrence with the Notice of Audit Results, and/or (b) repay the amount of any overpayment to the DEPARTMENT, and/or (c) submit to the DEPARTMENT a written response to the Notice of Audit Results explaining the nature and basis for any disagreement as to a disallowed item of expense and/or, (d) submit to the DEPARTMENT a written explanation as to any questioned item of expense, hereinafter referred to as the RESPONSE. The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the RAILROAD may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of this agreement and the specific PROJECT authorization. The RAILROAD agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally decide whether to allow or disallow any items of questioned cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the RAILROAD, the RAILROAD shall repay that amount to the DEPARTMENT within thirty (30)

days after the date of the written notice from the DEPARTMENT of that decision. If the RAILROAD fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the RAILROAD agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the RAILROAD under other PROJECT authorizations pertaining to this agreement, or any other agreement. The RAILROAD expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the RAILROAD in a timely filed RESPONSE.

12. The DEPARTMENT shall maintain accurate records and accounts relative to the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT cost and completion of final audit by the DEPARTMENT, shall make a final accounting to the RAILROAD and the ROAD AUTHORITY.

13. All contracts with subcontractors, including amendments, shall be submitted to the DEPARTMENT for review. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) require formal approval by the DEPARTMENT prior to execution. Consent to sublet any portion of the PROJECT work shall not be construed to relieve the RAILROAD of any responsibility or obligation under, or for the fulfillment of a PROJECT authorization issued under this agreement.

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

14. Upon and after completion of the installation or improvement of active highway-railroad traffic control devices, crossing surfaces, or other RAILROAD facilities pursuant to this agreement, the RAILROAD will own, operate and maintain the same in proper working condition in accordance with Public Act 354 of 1993. Crossing surfaces installed, utilizing federal or state funds, shall be maintained for the useful life of the material. In the event that a federal or state law is hereinafter enacted which may govern the cost of operation and maintenance of such facilities, the provisions in this section of the agreement may be renegotiated by the DEPARTMENT, or ROAD AUTHORITY for non-state trunkline projects, and the RAILROAD.

15. In the event the highway is widened, or other changes made in the future which require the relocation or alteration of any active highway-railroad traffic control devices so installed, within or adjacent to the crossing area or alteration of a crossing surface becomes necessary, the expense thereof shall be borne pursuant to federal or state law applicable at the time same is to be done.

16. If at any time there shall be, at any grade crossing improved pursuant to this agreement, a separation of grades of the highway and railroad; or if, for any other reason, no further need exists for continuing operation of active highway-railroad traffic control devices or for crossing surfaces so installed, they shall be removed by the RAILROAD and may, subject to the approval of the DEPARTMENT or other ROAD AUTHORITY having jurisdiction over said highway, be reinstalled by the RAILROAD at another location to be then agreed upon, and the cost of such removal and reinstallation and the operation and maintenance of said highway-railroad traffic control devices or crossing surfaces after completion of the installation at such location, shall be borne pursuant to federal or state law applicable at the time same is to be done.

17. This MASTER AGREEMENT may be terminated by either party upon thirty days written notice to the other party and may be amended only in writing by mutual agreement. No deletion, modification, addition to or termination of this agreement, however, shall affect any project previously authorized pursuant to this agreement.

18. Any approvals, reviews and inspections of any nature by the DEPARTMENT, shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this agreement and that such approvals are a governmental function incidental to this agreement.

Any such approvals, reviews and inspections by the DEPARTMENT will not relieve the RAILROAD of its obligations hereunder, nor are such approvals, reviews and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the RAILROAD'S performance.

19. The RAILROAD shall comply with all applicable federal, state and local laws and ordinances.

20. In connection with the performance of work under this agreement, the RAILROAD (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, dated August 1985, as amended, attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this work.

21. During the performance of this agreement, the RAILROAD for itself, its assignees, and successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix B, dated April 1979, as amended, attached hereto and made a part

hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this agreement.

22. The Resolution of the State Administrative Board, dated May 1, 1979, as amended, entitled "Department of Transportation Construction and Maintenance Contracts" as set forth in Appendix C, is attached hereto and made a part hereof.

23. It is the intent of the parties that nothing in this agreement shall preclude the DEPARTMENT from exercising its statutory authority in connection with public safety at highway-railroad grade crossings. The pendency of a request for funding under this agreement shall not be deemed to relieve the RAILROAD of any obligations it may have under an order from the DEPARTMENT to improve safety conditions and/or devices at a highway-railroad grade crossing.

24. This MASTER AGREEMENT shall be effective and binding upon the parties hereto, their successors and assigns, when it has been fully executed and the Administrative Board of the State of Michigan has approved this agreement and authorized the DEPARTMENT to proceed therewith.

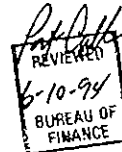
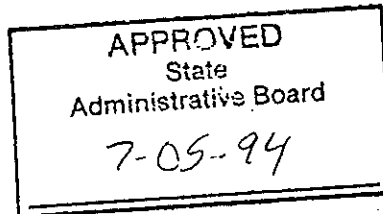
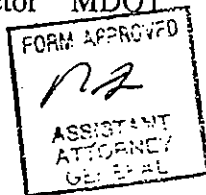
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper and duly authorized officers.

TUSCOLA AND SAGINAW BAY RAILWAY COMPANY, INC.

By *Sam M. McCloud*
Title *President*

MICHIGAN DEPARTMENT OF TRANSPORTATION

By *David Dewan*
Department Director MDOT



Resolution of the Board of Directors

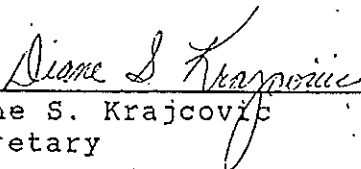
Tuscola and Saginaw Bay Railway Company, Inc.

July 21, 1994

A special meeting of the Board of Directors of the Tuscola and Saginaw Bay Railway Company, Inc. was held on July 21, 1994 for the purpose of considering the execution of the contract (MDOT #94-0804) between the Company and the State of Michigan (represented by the Michigan Department of Transportation) for Highway-Railroad Grade Crossing Improvements on Public Highways. The following action was taken:

WHEREAS, the State and the Company desire to enter into a "Master Agreement" for Highway-Railroad Grade Crossing Improvements on Public Highways;

IT IS RESOLVED, that Larry M. McCloud, President, is authorized and is hereby directed to execute such documents as may be required to facilitate such agreement.



Diane S. Krajcovic
Secretary

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

August, 1985

APPENDIX B

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

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF MICHIGAN

ADMINISTRATIVE BOARD RESOLUTION

of

May 1, 1979

(As amended on December 2, 1980, April 7, 1981,
August 18, 1981, May 15, 1984, April 7, 1987,
December 15, 1987, January 5, 1988, and May 2, 1989)

DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MAINTENANCE CONTRACTS

WHEREAS, pursuant to the provisions of Section 2, Act 17, Public Acts of 1925, as amended, all contracts entered into by the Michigan State Transportation Commission or the Michigan Department of Transportation, hereinafter referred to as the "Commission" and the "Department" respectively, require approval of the State Administrative Board, hereinafter referred to as the "Board," except, the Commission or the Department, without the approval of the Board, is authorized to contract for an amount not exceeding \$20,000.00 for each contract, for toilet vault cleaning, use of licensed sanitary landfills, pickup and disposal of refuse, pavement surfacing and patching, rental of equipment for emergency repairs and maintenance operations, curb replacement, maintenance of office equipment, installation of utility services and installation of traffic control devices and without such approval, may authorize Boards of County Road Commissioners, Township Boards, and Municipalities, under contracts for the maintenance of trunkline highways, to subcontract in amounts not to exceed \$20,000.00 for each subcontract;

WHEREAS, modification of highway construction and maintenance contracts is sometimes necessary;

WHEREAS, extra work is defined as any work which is determined to be essential to the satisfactory completion of the contract but which neither appears therein as a specific item of work nor is included in the price bid for other items in the contract;

WHEREAS, it is sometimes necessary in order to avoid delays and increased costs for the Department to authorize extra work by modification of the contract without obtaining specific prior approval of the Board for such modification;

THEREFORE, BE IT RESOLVED by the State Administrative Board of the State of Michigan as follows:

1. Pursuant to applicable Public Acts, the Department, without obtaining the approval of this Board, in connection with any construction or maintenance contract, may contract for extra work or labor, or both, not exceeding \$48,000.00 per contract for contracts having a value of \$800,000.00 or less and not exceeding 6% per contract for contracts having a value over \$800,000.00 under a contract with a private agency authorized by law, and for an amount not exceeding \$800,000.00 under a contract with Boards of County Road Commissioners, Township Boards, and Municipalities of this State, except that each job for extra or additional work or labor, or both, in excess of \$100,000.00 shall require approval of the State Administrative Board.
2. All agreements by the Department to pay for extra work on either a negotiated price or force account basis in excess of the amounts shown in paragraph 1 must be approved by the Board.
3. No extra work which may cause an increase in the contract price in excess of the amount shown in paragraph 1 shall be authorized by the Department prior to Board approval, unless and until the Attorney General has approved the authorization as being in compliance with all legal requirements. Provided, however, that extra work costing not more than \$25,000.00 may be authorized by the Department without prior approval of the Attorney General, if necessary to avoid construction delays or increased costs.

4. Department authorizations for extra work, requiring Board approval, given prior to Board approval shall be presented to the Board for subsequent approval or disapproval as quickly as possible, but in no case more than 60 days after the extra work has been authorized by the Department.
5. The Department shall not pay nor agree to pay any disputed claim for extra compensation for extra compensation for work already commenced or completed without approval of the Board.
6. No payments for extra work requiring Board approval shall be made until such Board approval has been obtained.
7. The Department is authorized to balance budgets for extra work recommendations or authorizations previously approved by the Board, by decreasing, in any amount, or increasing, not in excess of 15 percent, the original estimated amount without additional approval by this Board.
8. No payments for increased contract quantities shall be made by the Department unless and until the Board has given prior approval for such payments, except that payments for overruns may be made without Board approval if such payments do not exceed the following percent of the original contract price: 10 percent on contracts of \$50,000.00 or more; 15 percent on contracts of \$25,000.00 to \$49,999.99; and 25 percent on contracts of less than \$25,000.00.
9. The department shall deduct from payments, and retain 5 percent of the first \$50,000 earned by a contractor and 2 1/2 percent of amounts earned in excess of \$50,000 until amounts earned equal 90 percent of the contract price. When the project reaches 90 percent completion, retainage may be reduced to 2 percent of the amount earned. Local units of government, performing as contractors to the department, may be excluded from these retainage provisions.

In respect to contracts between the Department and Railroad companies, the Department shall retain 5% of amounts earned up to \$100,000 and 2% of amounts earned in excess of \$100,000. The Department may release the retainage after receipt of the railroad's final billing and prior to audit provided the project has been accepted by the Department and the Department has determined that its ability to promptly recover any overpayment, which may be discovered after audit, is reasonably assured.

10. The Department shall assess damages against any contractor who fails to have the job open to traffic or completed by the dates specified in the contract unless the contractor has been excused for such failure by the Department. The Department may, without approval of the Board, extend the time for opening to traffic or completion of the contract because of delays from unforeseen causes beyond the control and without the fault or negligence of the contractor, including and restricted to: acts of God; acts of the public enemy; acts of Government, acts of the State or any political subdivision thereof; fires; floods; epidemics; strikes; or extraordinary delays in delivery of materials.

No excusal or waiver of damages, except as above provided, shall be final and binding upon the State unless and until approved by the Board, except excusals and waivers granted by the Department prior to the effective date of this Resolution pursuant to applicable specifications and other contract provisions.
11. The foregoing requirements established by the Board shall be made as express part of all construction and maintenance contracts entered into by the Commission, and the Department's standard and supplemental specifications shall be amended to reflect such requirements.
12. Policy Resolution A, approved by the Board on July 17, 1956, and the Resolutions of October 17, 1967, and May 6, 1975 as amended May 4, 1976, are hereby repealed, except that all rights, causes of action, claims, proceedings and suits existing on the effective date of this Policy Resolution shall continue unaffected.
13. Upon approval by the State Administrative Board, this Resolution shall be effective as of May 2, 1989.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

RESOLUTION 2023-077

A RESOLUTION OF THE CITY OF CLARE CITY COMMISSION APPROVING CONTRACTUAL AGREEMENT 22-5568 BETWEEN THE CITY OF CLARE AND MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A PATHWAY TO COMPLETE THE RAIL-TRAIL "GAP"

WHEREAS, The City of Clare has been working with the Michigan Department of Transportation (MDOT) and the Michigan Department of Natural Resources (MDNR) on a proposed project that will complete the "gap" that exists between the Pere Marquette Rail East Trail and the Pere Marquette West Trail in the City of Clare and Clare County; and

WHEREAS, the City applied for and received a grant award from the US Department of Transportation Federal Highway Administration (FHWA) Transportation Alternate Program (TAP) Recreational Trails Program for the purpose of completing the rail-trail pathway through Clare; and

WHEREAS, the Michigan Department of Transportation (MDOT) has requested that the Clare City Commission approve contractual agreement 22-5568 allowing MDOT to complete the construction of the project.

NOW THEREFORE BE IT RESOLVED THAT the Clare City Commission hereby approves contractual agreement 22-5568 and authorizes its City Manager, Jeremy Howard, to sign the contractual agreement on behalf of the City and to sign any and all documents related to this project.

BE IT FURTHER RESOLVED THAT the Clare City Commission hereby authorizes the City Treasurer to make any and all necessary budget amendments and process payments related to the project.

This 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 2nd day of October, 2023.

Diane Lyon, City Clerk

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Clare City Commission on the 2nd day of October, 2023.

Signed _____
Clare City Clerk

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Jeremy Howard, City Manager
Date: September 28, 2023
Re: Request for Jurisdictional Transfer of Property – ALDI, Inc.

For the Agenda of October 2, 2023

Background. The City enjoys the provisions of an Urban Cooperation Agreement (UCA) with Grant Township (*copy att'd*). The Agreement, which was approved by both governmental entities in 2008, outlines the process, terms, and procedures of transfer of jurisdictional control of property from Grant Township to the City for those lands within District I of the UCA to the area designated as District II of the Urban Cooperation Agreement.

We have received a request (*copy att'd*) from ALDI, Inc. to transfer jurisdictional control of approximately 5 acres of property on “Hamburger Hill”, presently owned by Jim Paetschow, to the City.

In condensed terms, the UCA provides any property owner within the geographical boundaries of the area defined as District I the opportunity to request the transfer of jurisdictional control of their property to the City. Once the transfer is approved, it moves the property to District II which enables the property owner to receive available city services. If such a request is received, both governmental entities are required to post a notice of a public hearing in order to receive comments pertaining to the request. Following the conduct of the hearing, the governmental units are obliged to enter into an agreement (*copy att'd*) transferring the jurisdictional control of the property within 30 days. In 2013, our City Attorney provided a more detailed memo (*copy att'd*) outlining the highlights of the UCA for the City Commission’s information and consideration.

While there is a provision for petition and referendum regarding the transfer of jurisdiction in the UCA, that provision is not applicable to this particular request as there are no eligible petitioners who reside within the boundaries of the property to be transferred.

The City has posted notice (*copy att'd*) of the requisite hearing. Grant Township has received notice of the public hearing.

The City Commission is requested to hold the hearing and approve the agreement for the transfer of jurisdictional control of the requested property.

Issues & Questions. Should the City Commission hold the hearing and approve the transfer agreement?

Alternatives.

1. Hold the hearing and approve the transfer agreement.
2. Hold the hearing but do not approve the transfer agreement, thereby violating the terms of the UCA.
3. Set the decision aside to a subsequently scheduled public meeting.

Financial Impact. There is the potential for considerable economic benefit for both governmental entities. For the City, the City's tax base is expanded by the transfer. Any development on the property provides economic benefit for Grant Township and the City.

Recommendation. I recommend that the City Commission hold the requisite public hearing and subsequently approve the transfer agreement by adoption of Resolution 2023-078 (*copy att'd*).

Attachments.

1. UCA.
2. Jurisdictional Transfer Request.
3. Transfer Agreement.
4. City Attorney Memo.
5. Public Notice.
6. Resolution 2023-078.



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

September 17, 2008

Mr. Willaim Fahey
Fahey, Schultz, Burzych & Rhodes
4151 Okemos Road
Okemos, MI 48864

RE: Urban Cooperation Agreement

Dear Mr. Fahey:

This letter serves to acknowledge the Office of the Great Seal's receipt on September 11, 2008 of the filing of the annexation pursuant to Public Act 425 of 1984, as amended, from Grant Township to the City of Clare. The receipt date is the effective date of this boundary change. This filing is designated as Job Number 08-412.

All property descriptions for any boundary changes are reviewed by the Michigan Department of Transportation (MDOT), and then published annually in the Michigan Public and Local Acts manual. If any property description is found inaccurate by MDOT, this office will contact you at that time and request a corrected description, which will not impact the effective date of the boundary change.

*****No further acknowledgment will be sent*****

Sincerely,

Michele Martin, Technician
Office of the Great Seal
517-241-1829

cc: Grant Township Clerk
Clare City Clerk
Clare County Clerk
Michigan Department of Labor and Economic Growth, State Boundary Commission
Michigan Department of Labor and Economic Growth, Liquor Control Commission
Michigan Department of Labor and Economic Growth, Office of Land Survey and Remonumentation
Michigan Department of Information Technology, Center for Geographic Information
Michigan Department of Treasury, Office of Revenue and Tax Analysis
Michigan Department of Transportation, Bureau of Transportation Planning
U.S. Bureau of the Census
Office of the Great Seal Job Number: 08-412

Cities
Clare County

In the matter of the annexation of certain property located in Grant Township to City of Clare. Annexed in accordance with the provisions of Public Act 425 of 1984, as amended the following described property:

EXHIBIT A

All lands outside the present boundaries of the City of Clare contained in the south one-half of Sections 22, 23 and 24, the east one-half of Sections 28 and 33, the southeast one-quarter of Section 21, as well as all lands within Sections 25, 26, 27, 34, 35 and 36 of Grant Township, Clare County, Michigan.

2009 SEP 11 PM 2:53

URBAN COOPERATION AGREEMENT

OFFICE OF THE GREAT SEAL
THIS AGREEMENT is made effective as of the 9th day of September, 2008, by and between the **CITY OF CLARE**, a Michigan home rule city, with its offices at 202 West Fifth Street, Clare, MI 48617 ("City"), and **GRANT TOWNSHIP**, a Michigan general law township, with its offices located at 8490 South Grant Avenue, Clare, MI 48617 ("Township").

RECITALS

A. The City and Township are "local units" as defined by Act 425 of 1984, as amended ("Act 425") (MCL 124.21 *et seq.*), which enables two local units to conditionally transfer property by written agreement for the purpose of economic development projects. The City and Township are also "local governmental units" as defined by Act 7 of 1967, as amended ("Act 7") (MCL 124.501 *et seq.*), which authorizes agreements for the joint exercise of power and for the sharing of revenues between local government units.

B. The City and Township have proposed that certain property described in the attached Exhibit A (the "Urban Cooperation Area") be conditionally transferred from the Township to the City pursuant to Act 425 and pursuant to the terms of this Agreement under Act 425 and Act 7.

C. The City and Township have considered certain factors prior to entering into this Agreement as required by Section 3 of Act 425.

D. The Township Board held a public hearing on July 15, 2008, regarding this Agreement, and the City Commission held a public hearing on July 21, 2008, regarding this Agreement, both preceded by notice in accordance with the requirements of Michigan's Open Meetings Act. At the conclusion of the public hearing, the Township Board and City Commission each approved this Agreement, subject to the referendum requirements of Act 425 and Act 7.

E. More than thirty (30) days have passed since the public hearings and more than forty-five (45) have passed since the Township Board and City Commission approved this Agreement, by a majority of elected officials to each legislative body, and neither the Township Clerk nor the City Clerk have received a petition for referendum on the Agreement; or, if such a referendum was petitioned for, the election was held and the majority vote approved this Agreement.

F. The City and Township find that the conditional transfer of the Urban Cooperation Area from the Township to the City pursuant to this Agreement will assist economic development and be beneficial to the residents of the City and the Township.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions.

- (a) "Agreement" means this Urban Cooperation Agreement.
- (b) "Urban Cooperation Area" means that portion of the Township described in the attached Exhibit A.
- (c) "District I" means that part of the Urban Cooperation Area outside of District II, defined below.
- (d) "District II" means that part of the Urban Cooperation Area in which the property owner voluntarily requests a transfer of his or her property to District II by signing and filing a notarized copy of the District II Transfer Agreement attached as Exhibit B with the City and the Township. For purposes of MCL 333.12751, *et seq.*, the sanitary sewer system operated by the City shall not be deemed to be "available" to properties within District I until the property owner(s) signs and files a copy of the District II Transfer Agreement as provided above; provided, however, that until December 31, 2023, if any property within District I containing an existing residential, commercial or industrial improvement on the Effective Date of this Agreement is required by the Michigan Department of Environmental Quality, the Clare County Department of Public Health, or other governmental agency to connect to the City's sanitary sewer system, then such property shall not be transferred to District II until fifteen (15) years after such sewer connection or December 31, 2023, whichever is earlier; and provided that, during the period that such properties within District I receive sewer service from the City, those customers shall pay sewer service rates determined by the City in accordance with applicable law. Upon receiving the District II Transfer Agreement, the City Commission and the Township Board shall each conduct a public hearing on such transfer as required by Act 425. Thirty (30) days after the public hearings, the Township and the City shall both execute the District II Transfer Agreement, and the City Clerk shall file one copy with the Michigan Secretary of State, and shall file one copy with the Clare County Clerk. A copy of such Agreement, certified as filed with the Clare County Clerk or the Michigan Secretary of State, shall be prima facie evidence of the transfer of the described property to District II of the Urban Cooperation Area. The City will reimburse the Township for the Township's legal and administrative costs incurred as a result of each transfer to District II, upon invoice from the Township.

ARTICLE II
AREA AND JURISDICTION TRANSFERRED

Section 2.1 Transfer of Property. The Urban Cooperation Area shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City for the limited purposes specified in this Agreement.

Section 2.2 Jurisdiction After Termination or Expiration. Upon the termination, expiration, or non-renewal of this Agreement, District I shall for all purposes return to the jurisdiction of the Township, and District II shall for all purposes remain under the jurisdiction of the City.

Section 2.3 Jurisdiction – Governmental Services.

(a) District I of the Urban Cooperation Area shall receive all services from the Township normally provided to Township properties. The Township hereby grants and the City hereby accepts a franchise and consent to use the public rights of way within District I for the purpose of providing water and sanitary sewer service to District II properties.

(b) District II of the Urban Cooperation Area shall receive all services from the City normally provided to City properties. The City shall bear the cost of maintaining and improving the portion of any public road within District II and one-half the cost of any public road contiguous to properties within District II.

Section 2.4 Jurisdiction – Zoning of Transferred Area. During the term of this Agreement, the Township shall have all zoning authority, if any, including the authority to make zoning decisions, if any, within District I, and the City shall have all zoning authority, including the authority to make zoning decisions, within District II.

Section 2.5 Jurisdiction – Taxes. During the term of this Agreement, all *ad valorem* property taxes shall be levied and collected by the Township at the normal Township millage rate for District I of the Urban Cooperation Area, and all *ad valorem* property taxes shall be levied and collected by the City at the normal City millage rate for District II of the Urban Cooperation Area.

Section 2.6 Sharing – Taxes.

(a) During the term of this Agreement, the Township shall annually receive tax sharing from the City of the real and personal property taxes collected by the City with respect to District II, based on the following calculation:

The Township shall receive an amount equal to the

Township's then effective millage rate, up to a maximum of three (3) mills, times the taxable value of the real and personal property within District II.

(b) In addition, during the first full tax year after any property is transferred to District II, the City shall share with the Township an amount equal to one-half (1/2) of the City's then effective millage rate times the taxable value of the property so transferred.

(c) All tax sharing due the Township under this section shall be paid by the City no later than September 30th of each tax year, subject to rebate in proportion to any tax refunds resulting from Tax Tribunal proceedings. For purposes of this Section, taxable value shall be calculated irrespective of whether any abatements, exemptions, or tax increment financing have been approved for property within District II of the Urban Cooperation Area. In the event that the City proposes to use tax increment financing that captures taxable value or taxes within all or any portion of District II, and the law authorizing that capture permits the Township to exempt from capture its tax sharing under this Agreement, then the City may use that method of tax increment financing within District II. If the applicable law does not allow the Township to exempt its tax sharing under this Agreement from capture, then the City may not use that method of tax increment financing within District II unless the City annually reimburses the Township for any tax sharing under this Agreement that is captured by the tax increment financing arrangement.

Section 2.7 Jurisdiction – State and Federal Revenue Sharing. For state and federal revenue sharing purposes, District I of the Urban Cooperation Area shall be within the Township's jurisdiction. For state and federal revenue sharing purposes, District II of the Urban Cooperation Area shall be within the City's jurisdiction. The City shall annually pay the Township a portion of the City's state and federal revenue sharing payments equal to the then current population of District II, multiplied by the then current per capita state and federal revenue sharing received by the Township in the balance of the Township.

Section 2.8 Jurisdiction – Special Assessments. As long as this Agreement is in effect, District I of the Urban Cooperation Area shall be treated as being within the jurisdiction of the Township for purposes of any special assessments, and District II shall be treated as being within the jurisdiction of the City for purposes of any special assessments.

Section 2.9 Voting. Any qualified electors residing in District I shall, for election and voting purposes, be considered qualified electors of the Township. Any qualified electors residing in District II shall, for election and voting purposes, be considered qualified electors of the City.

Section 2.10 Jurisdiction – Building Inspection. During the term of this Agreement, the Township Building Inspector or his designee will be responsible for building inspections in District I, and the City Building Inspector or his designee will be responsible for building inspections within District II.

Section 2.11 Jurisdiction – Assessing. During the term of this Agreement, the Township Assessor will be responsible for the calculation of the assessed and taxable value in District I, and the City Assessor will be responsible for the calculation of the assessed and taxable value in District II.

Section 2.12 Jurisdiction – Applicability and Enforcement of Ordinances.

(a) District I of the Urban Cooperation Area shall be treated as being within the ordinance jurisdiction of the Township and subject to all Township ordinances, rules and regulations enacted now and during the term of this Agreement, or any renewal thereof. The Township shall be responsible for enforcing all such ordinances, rules and regulations.

(b) District II of the Urban Cooperation Area shall be treated as being within the ordinance jurisdiction of the City and subject to all City ordinances, rules and regulations enacted now and during the term of this Agreement, or any renewal thereof. The City shall be responsible for enforcing all such ordinances, rules and regulations.

(c) Nothing in this Agreement shall be construed to limit the discretion of any police officer or fire official to enforce the statutes of the State of Michigan.

Section 2.13 Jurisdiction – Annexation. During the term of this Agreement, no portion of the Urban Cooperation Area shall be annexed to the City. In the event that any petitions for annexation are filed for any portion of the Urban Cooperation Area, the City and the Township agree to actively oppose such petitions by, at a minimum, stating their opposition in writing, requesting in writing that such petitions be dismissed and denied, and refraining from providing any direct or indirect assistance or support to the petitioners. If any petition for annexation is filed by a property owner within the Urban Cooperation Area, such petition shall be construed to be a Request for Transfer to District II under this Agreement, and shall be handled by the parties in the same manner as a Request for Transfer is handled under Section 1.1(d) of this Agreement.

ARTICLE III TERM AND TERMINATION

Section 3.1 Term. The initial term of this Agreement shall be for forty-five (45) years from its effective date. This Agreement shall be automatically renewed for one additional term of forty-five (45) years upon the expiration of the initial term. During the

term of this Agreement and any renewal, the parties shall review this Agreement at fifteen (15) year intervals for compliance with state and federal law, and shall negotiate in good faith if any amendments are required to make this Agreement comply with any changes in state or federal law after the effective date.

Section 3.2 Termination – Rescission. This Agreement may be terminated by the expiration of the term of this Agreement and any renewal, or by operation of law if a court of competent jurisdiction orders the termination of this Agreement.

Section 3.3 Status of Utility Improvements and Service Upon Termination. In the event any portion of the Urban Cooperation Area is returned to the Township, all sanitary sewer and water improvements owned by the City within the Urban Cooperation Area shall upon termination of this Agreement for any reason, belong to and shall be owned by the City, subject to the rights of sanitary sewer and water customers within the Township to continue to receive sanitary sewer and water service from the City. Upon return of any portion of the Urban Cooperation Area to the Township, the City shall continue to charge rates for use of any sanitary sewer and water services to any Township customers of the City sanitary sewer and water systems at a rate permitted by law, but not more than 1.5 times the rate charged to similar customers within the City.

ARTICLE IV ENFORCEMENT

Section 4.1 Enforcement. In the event of a dispute between the parties arising under this Agreement, this Agreement shall be enforced by either party in an action commenced in Clare County, Michigan, and under Michigan law.

ARTICLE V MISCELLANEOUS

Section 5.1 Amendment. This Agreement may only be amended with the prior written approval of both the City Commission and the Township Board.

Section 5.2 Employees and Liabilities. The City shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the government services the City shall provide under Section 2.3 of this Agreement. The Township shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the governmental services the Township shall provide under Section 2.3 of this Agreement. The City and Township shall each be responsible for such liabilities as may be incurred through their respective provision of governmental services and

other performance of this Agreement under Article II and shall respond to and provide for such potential liabilities on the same basis as the City and Township do on their own behalf generally.

Section 5.3 Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given by a writing personally delivered or mailed by first class or certified mail addressed as follows:

If to the City: City of Clare
 Attn: City Manager
 202 West Fifth Street
 Clare, MI 48617

If to the Township: Grant Township
 Attn: Supervisor
 8490 South Grant Avenue
 Clare, MI 48617

The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

Section 5.4 Governing Law. This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created under this Agreement shall be performed in Clare County, Michigan, and under Michigan law. This Agreement was mutually drafted and cannot be construed against either the City or the Township upon the basis that one was the scrivener of the Agreement.

Section 5.5 Assignment. This Agreement may not be assigned unless approved in writing by both parties' consent in writing. This Agreement shall be binding upon the parties and their successors in interest.

Section 5.6 Severability. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement, either party determines that the purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties.

Section 5.7 Articles and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

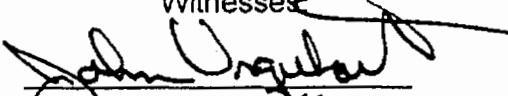
Section 5.8 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

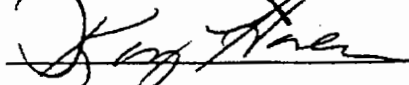
Section 5.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced herein shall be of any force and effect, and both parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

Section 5.10 Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by the City and Township, a duplicate original of the Agreement shall be filed with the Clerk of Clare County and with the Michigan Secretary of State. This Agreement, certified as filed with the Clare County Clerk or Secretary of State, shall be prima facie evidence of the conditional transfer of the Urban Cooperation Area. This Agreement shall be effective on the day it is filed with the Clare County Clerk and Secretary of State.

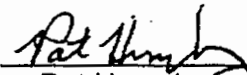
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

Witnesses

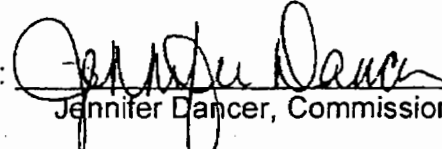




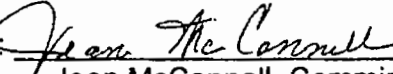
CITY OF CLARE

By: 

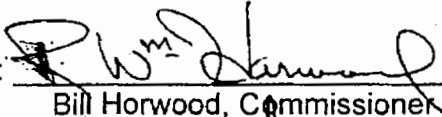
Pat Humphrey, Mayor

By: 

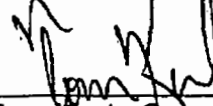
Jennifer Dancer, Commissioner

By: 

Jean McConnell, Commissioner

By: 

Bill Horwood, Commissioner

By: 

Tom Koch, Commissioner

Witnesses:

[Signature]
[Signature]

GRANT TOWNSHIP

By: [Signature]
Dan Dysinger, Jr., Supervisor

By: [Signature]
Sue Wentworth, Clerk

By: [Signature]
Tammy L. Shea, Treasurer

By: [Signature]
Margery Bell, Trustee

By: [Signature]
Richard Zinser, Trustee

DISTRICT II TRANSFER AGREEMENT

REQUEST FOR TRANSFER

September 20, 2023

Grant Township
8490 South Grant Avenue
Clare, Michigan 48617

City of Clare
202 West Fifth Street
Clare, Michigan 48617

The James R. Paetschow requests that the following described property, hereinafter referred to as the "Subject Property" which is owned by James R. Paetschow, be transferred to District II of the Urban Cooperation Agreement Area pursuant to the provisions of Section 1.1(d) of the Urban Cooperation entered into and between the City of Clare and Grant Township on the 9th day of September 2008.

Legal Description of Subject Properties:

Parcel 1

Situated in the Township of Grant, County of Clare and State of Michigan, and described as follows: Commencing at the West 1/4 Corner of Section 26, Town 17 North, Range 4 West, Grant Township, Clare County, Michigan, said West 1/4 Corner being distant 14.02 feet N89°57'37"W along a line perpendicular to the nominal centerline of Business US-127 a.k.a. South Clare Avenue; thence S89°52'00"E 60.98 feet to the East line of said Business US-127 a.k.a. South Clare Avenue (75-foot wide 1/2 Right-of-Way); thence N00°24'41"E 202.15 feet along said East line of Business US-127 a.k.a. South Clare Avenue to a point being distant 62.17 feet NB9°55'37"W along a line perpendicular to the West line of said Section 26 and to the PLACE OF BEGINNING; thence S89°52'00"E (recorded as N89°20'30"E) 584.59 feet; thence N00°24'41"E (recorded as N00°06'W) 161.21 feet; thence N89°52'00"W (recorded as S89°52'00"W) 584.59 feet to said East line of Business US-127 a.k.a. South Clare Avenue to a point being distant 63.13 feet N89°55'37"W along a line perpendicular to the West line of said Section 26; thence S00°24'41"W (recorded as S00°06'E) 161.21 feet along said East line of Business US-127 a.k.a. South Clare Avenue to the Place of Beginning. Being a part of the Northwest 1/4 of Section 26, Town 17 North, Range 4 West, Grant Township, Clare County, Michigan. Containing 2.163 acres of land more or less. Subject to and together with all easements and restrictions affecting title to the above-described premises. Tax ID No.: 015-026-100-026 Also known as: 10359 S. Clare Avenue, Clare, Michigan 48617

AND

Parcel 2

Situated in the Township of Grant, County of Clare and State of Michigan, and described as follows: Commencing at the West 1/4 Corn Section 12 across town, Town 17 North, Range 4 West, Grant Township, Clare County, Michigan, said West 1/4 Corner being distant 14 02 feet N89°57'37"W along a line perpendicular to the nominal centerline of Business US-127 a.k.a. South Clare Avenue; thence S89°52'00"E 60.98 feet along the East-West 1/4 line of said Section 26 to the East line of said Business US-127 a.k.a. South Clare Avenue (75-foot wide 1/2 Right-of-Way) to the PLACE OF BEGINNING; thence N00°24'41"E 202.15 feet along said East line of Business US-127 a.k.a. South Clare Avenue; thence S89°52'00"E (recorded as N89°20'30"E) 584.59 feet; thence S00°24'41"W (recorded as S00°06'E) 202.15 feet (recorded as 198 feet) to a point on the East-West 1/4 line of said Section 26, said point being distance 1981.54 feet N89°54'00"W from the Center Post of said Section 26; thence N89°52'00"W (recorded as S89°20'30"W) 584.59 feet along said East-West 1/4 line to said East line of

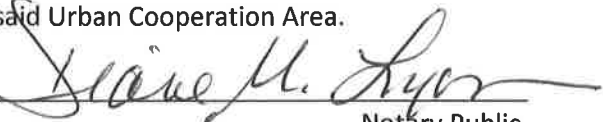
Business US-127 a.k.a. South Clare Avenue and the Place of Beginning. Being a part of the Northwest 114 of Section 26, Town 17 North, Range 4 West, Grant Township, Clare County, Michigan. Containing 2.713 acres of land more or less. Subject to and together with all easements and restrictions affecting title to the above-described premises. Tax ID No. 015-026-100-022 Also known as: Vacant, South Clare Avenue, Clare, Michigan 48617



(Property Owner or Legal Representative)

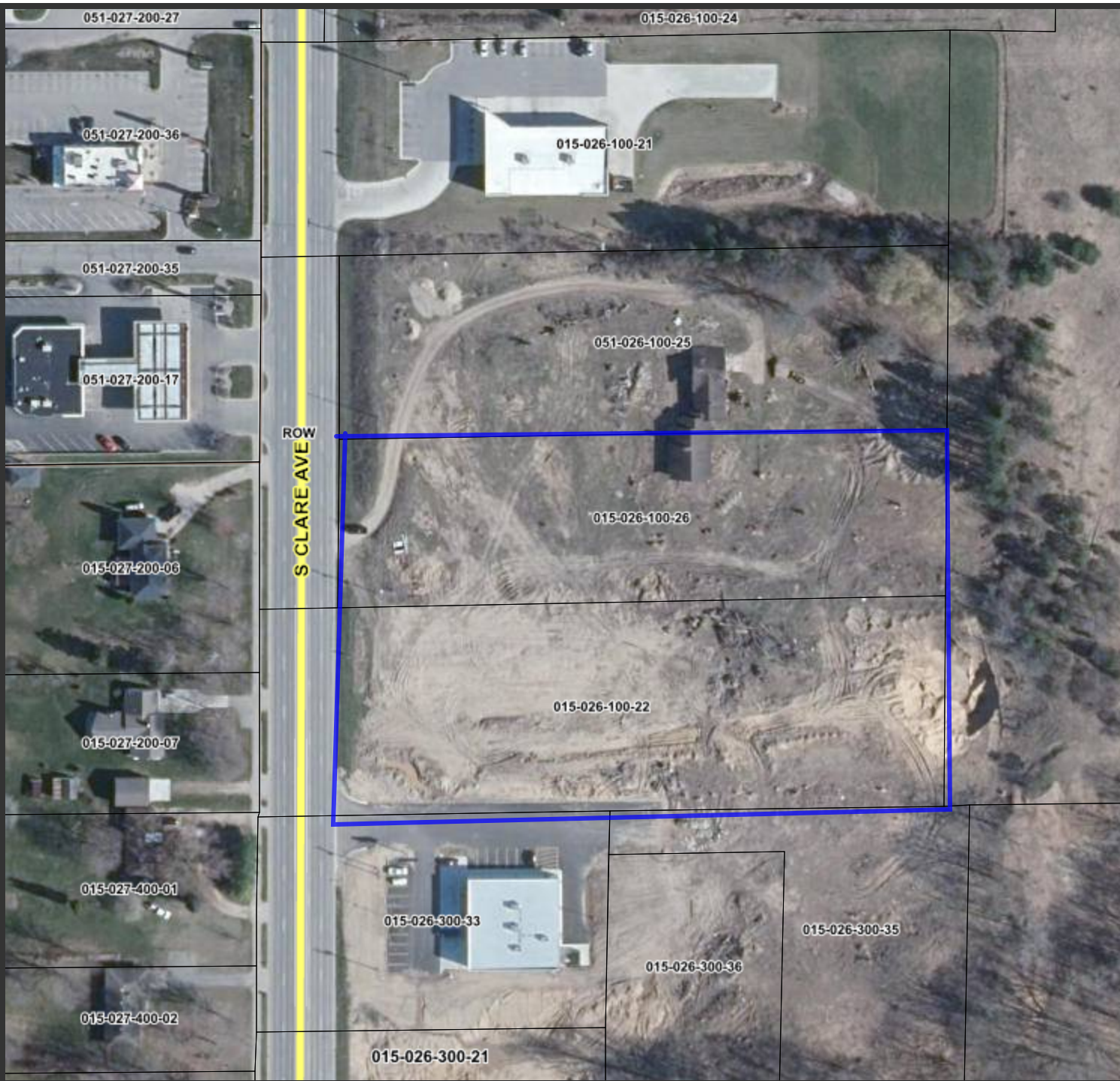
STATE OF MICHIGAN)
)ss
COUNTY OF CLARE)

On the 20th day of SEPTEMBER, (2023), personally appeared before me
JAMES R. PAETSCH, who certifies that he is the legal
and official representative of (JAMES R. PAETSCH) the owner of the Subject Property and
requests a transfer of the Subject Property to District II of said Urban Cooperation Area.



Notary Public

Clare County, Michigan
My Commission Expires: August 17, 2026
Acting in the County of Clare



Clare County GIS

Jim Paetschow/ALDI Inc
District II Property
Transfer Request



Map Publication:
09/27/2023 12:08 PM



Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Clare County expresses no warranty for the information displayed on this map document.

PART II
AGREEMENT FOR TRANSFER

This Agreement is made effective as of the ___ day of _____, 20___, by and between the City of Clare, a Michigan home rule city, with its offices at 202 W. 5th Street, Clare, Michigan 48617 ("City") and Grant Township, a Michigan general law township, with its offices located at 8490 South Grant Avenue, Clare, Michigan 48617 ("Township").

RECITALS

A. The City and Township are "local units" as defined by Act 425 of 1984, as amended ("Act 425") (MCL 124.21 *et seq.*), which enables two Local Units to conditionally transfer property by written agreement for the purpose of economic development projects.

B. The City and Township have previously entered into an Urban Cooperation Agreement dated September 9, 2008 ("Urban Cooperation Agreement"), which Agreement remains in effect between the City and the Township.

C. This Agreement is entered into with respect to the Subject Property identified and described in Part I above.

D. The City and Township enter into this Agreement pursuant to and subject to the terms of the Urban Cooperation Agreement, for the purpose of transferring the Subject Property to District II of the Urban Cooperation Area identified and described in the Urban Cooperation Agreement.

E. The Township Board held a public hearing on _____, 20___, and the City Commission held a public hearing on _____, 20___, regarding this Agreement, and more than thirty (30) days have passed since such public hearings, and neither the Township Clerk or the City Clerk have received a petition for referendum on this transferor, or, having received such a petition, the referendum was held and the transfer was approved by the electors.

F. The City and Township find that the conditional transfer of the Subject Property to District II of the Urban Cooperation Area will allow for the development of an existing or proposed economic development project and will promote economic development and be beneficial to the residents of the City and the Township.

G. The City and Township have considered certain factors prior to entering into this Agreement as required by Section 3 of Act 425.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
AREA AND JURISDICTION TRANSFERRED**

Section 1.1 Transfer of Property. The Subject Property shall be conditionally transferred to District II of the Urban Cooperation Area for the purposes specified in the Urban Cooperation Agreement, for the term of that Agreement and any renewal.

Section 1.2 Jurisdiction After Termination or Expiration. Upon the termination, expiration, or non-renewal of the Urban Cooperation Agreement, the Subject Property shall for all purposes remain under the jurisdiction of the City.

Section 1.3 Governmental Services. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall receive all services from the City normally provided to City properties.

Section 1.4 Zoning. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be subject to the City's zoning authority, including the authority to make zoning decisions with respect to the Subject Property.

Section 1.5 Taxes. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be subject to the City's *ad valorem* property taxes at the normal City millage rate.

Section 1.6 Sharing of Taxes.

(a) During the term of the Urban Cooperation Agreement and any renewal, the Township shall annually receive tax sharing from the City of the real and personal property taxes collected by the City with respect to the Subject Property, based on the following calculation:

The Township shall receive an amount equal to the Township's then-effective millage rate, up to a maximum of three (3) mills, times the taxable value of the real and personal property within the Subject Property.

(b) In addition, during the first full tax year after the Subject Property is transferred hereunder, the City shall share with the Township an amount equal to one-half (1/2) of the City's then-effective millage rate times the taxable value of the Subject Property.

(c) All tax sharing due the Township under this section shall be paid by

the City no later than September 30 of each tax year, subject to rebate in proportion to any tax refunds resulting from tax tribunal proceedings. For purposes of this section, taxable value shall be calculated irrespective of whether any abatements, exemptions, or tax increment financing have been approved by the City with respect to the Subject Property. In the event that the City proposes to use tax increment financing that captures taxable value or taxes within all or any portion of the Subject Property, and the law authorizing that capture permits the Township to exempt from capture its tax sharing under this Agreement, then the City may use that method of tax increment financing with respect to the Subject Property. If the applicable law does not allow the Township to exempt its tax sharing under this Agreement from capture, then the City may not use that method of tax increment financing with respect to the Subject Property unless the City annually reimburses the Township for any tax sharing under this Agreement that is captured by the tax increment financing arrangement.

Section 1.7 State and Federal Revenue Sharing. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be within the City's jurisdiction for state and federal revenue sharing purposes. The City shall annually pay the Township a portion of the City's state and federal revenue sharing payments equal to the then-current population within the Subject Property, multiplied by the then-current per capita state and federal revenue sharing received by the Township in the balance of the Township.

Section 1.8 Special Assessments. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be within the jurisdiction of the City for purposes of any special assessments.

Section 1.9 Voting. During the term of the Urban Cooperation Agreement and any renewal, electors residing within the Subject Property shall be considered qualified electors of the City for election and voting purposes.

Section 1.10 Building Inspection. During the term of the Urban Cooperation Agreement and any renewal, the City Building Inspector or his designee will be responsible for building inspections within the Subject Property.

Section 1.11 Assessing. During the term of the Urban Cooperation Agreement and any renewal, the City Assessor will be responsible for the calculation of the assessed and taxable value for the Subject Property.

Section 1.12 Applicability and Enforcement of Ordinances. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be within the ordinance jurisdiction of the City and subject to all City ordinances, rules and regulations enacted now or in the future. The City shall be responsible for enforcing all such ordinances, rules and regulations.

Section 1.13 Annexation. During the term of the Urban Cooperation Agreement and any renewal, no portion of the Subject Property shall be annexed to the City.

ARTICLE II TERM AND TERMINATION

Section 2.1 Term. The initial term of this Agreement shall be for the remaining, unexpired initial term of the Urban Cooperation Agreement, and this Agreement shall be automatically renewed for one additional term of forty-five (45) years upon the expiration of the initial term. If this Agreement is first entered into during the renewal term of the Urban Cooperation Agreement, this Agreement shall expire upon the expiration of said renewal term. During the term of this Agreement and any renewal, the parties shall review this Agreement at fifteen (15) year intervals for compliance with state and federal law, and shall negotiate in good faith if any amendments are required to make this Agreement comply with any changes in state or federal law after the effective date.

Section 2.2 Termination - Rescission. This Agreement may be terminated by the expiration of the term of this Agreement and any renewal, or by operation of law if a court of competent jurisdiction orders the termination of this Agreement.

Section 2.3 Status of Utility Improvements and Service Upon Termination. In the event the Subject Property is returned to the Township, all sanitary sewer and water improvements owned by the City within the Subject Property shall, upon termination of this Agreement for any reason, belong to and shall be owned by the City, subject to the rights of sanitary sewer and water customers within the Township to continue to receive sanitary sewer and water service from the City. Upon return of any portion of the Subject Property to the Township, the City shall continue to charge rates for use of any sanitary sewer and water services to any Township customers of the City sanitary sewer and water systems at a rate permitted by law, but not more than 1.5 times the rate charged to similar customers within the City.

ARTICLE III ENFORCEMENT

Section 3.1 Enforcement. In the event of a dispute between the parties arising under this Agreement, this Agreement shall be enforced by either party in an action commenced in Clare County, Michigan, and under Michigan law.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Amendment. This Agreement may only be amended with the prior written approval of both the City Commission and the Township Board.

Section 4.2 Employees and Liabilities. The City shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the government services the City shall provide under Section 1.3 of this Agreement. The Township shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the governmental services the Township shall provide under Section 1.3 of this Agreement. The City and Township shall each be responsible for such liabilities as may be incurred through their respective provision of governmental services and other performance of this Agreement under Article I and shall respond to and provide for such potential liabilities on the same basis as the City and Township do on their own behalf generally.

Section 4.3 Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given by a writing personally delivered or mailed by first class or certified mail addressed as follows:

If to the City: City of Clare
 Attn: City Manager
 202 West Fifth Street
 Clare, MI 48617

If to the Township: Grant Township
 Attn: Supervisor
 8490 South Grant Avenue
 Clare, MI 48617

The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

Section 4.4 Governing Law. This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created under this Agreement shall be performed in Clare County, Michigan, and under Michigan law. This Agreement was mutually drafted and cannot be construed against either the City or the Township upon the basis that one was the scrivener of the Agreement.

Section 4.5 Assignment. This Agreement may not be assigned unless approved in writing by both parties' consent in writing. This Agreement shall be binding on the parties and their successors in interest.

Section 4.6 Severability. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement, either party determines that the purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties.

Section 4.7 Articles and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.8 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

Section 4.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties, except that the Urban Cooperation Agreement between the parties, referenced above, shall be specifically incorporated into this Agreement, and this Agreement shall be subject to the terms of the Urban Cooperation Agreement. Neither party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced herein shall be of any force and effect, and both parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

Section 4.10 Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by the City and Township, a duplicate original of the Agreement shall be filed with the Clerk of Clare County and with the Michigan Secretary of State. This Agreement, certified as filed with the Clare County Clerk or Secretary of State, shall be prima facie evidence of the conditional transfer of the Subject Property. This Agreement shall be effective on the day it is filed with the Clare County Clerk and Secretary of State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

Witnesses:

CITY OF CLARE

By: _____
Its: Mayor

By: _____
Its: Clerk

GRANT TOWNSHIP

By: _____
Its: Supervisor

By: _____
Its: Clerk

Memo

To: Clare City Commissioners

From: Jaynie Hoerauf

October 3, 2013

Re: Urban Cooperation Act and Public Act 425 Transfers, vs annexation

It has been a long time since we entered into the UCA, and went through all of the agony attendant to its creation. I thought that a review was in order, to support your agenda materials.

The Urban Cooperation Act agreement that we all refer to as the "UCA" is a contract that the City has entered into with Grant Township. UCA agreements are a tool given local units of government, by the State, that are designed to foster and encourage economic development, support creation of jobs and industry. UCA agreements can be as varied as the topics of interest to humankind, for the most part. Clare and Grant Township's UCA agreement provides a mechanism that governs when and how property will be transferred into the city, as a means of permitting development. Greatly simplified, a transfer is sought in order to obtain public utilities (water and sewer) that are necessary for whatever is planned, for a parcel. For instance, developers typically require public water and sewer for apartments, condominiums and for shopping developments.

Let's start with a list of what the UCA requires and does:

1. Creates two Districts "I" and "II."
2. District 1 is a box shaped area adjacent to the city defining what properties could be eligible to transfer to city jurisdiction.
3. District 2 consists of the properties that have transferred to city jurisdiction.
4. Upon receiving a request to transfer to the City from a District 1 property owner, both the City Commission and the Township Board are required to schedule and public hearings, and after 30 days have passed (after the public hearing) to sign the "District 2 Transfer Agreement."
5. Once the signed agreement is filed with the appropriate authorities, the city's boundaries are adjusted to include the property.

The District II Transfer Agreements are also known as Act 425 Conditional Transfer agreements. What the agreement accomplishes is, transferring the property into the city with a sharing of tax revenue back to the township as follows:

- During the first full tax year in the city, the Township receives half of the city's effective millage rate times the property value. This is not

- half of the taxes collected, but half of what is theoretically levied on the property.
- Thereafter the Township receives the taxes that they would otherwise have collected (up to 3 mills, but usually less) on the property.
 - There are provisions for sharing of per capita revenue sharing (which is mostly gone anyway).
 - The initial term of the conditional transfer in this case will be 83 years. Although the parties are obligated to review and renegotiate the terms of the agreement to comply with state and federal law every 15 years.
 - At the end of the agreement, the property is annexed to the city and all tax sharing ends.

The object of the UCA is to avoid the political wars and agony attendant to annexation fights, which are 100% political, can be lengthy and expensive.

These are just some highlights for you.

Always,

Jaynie



CITY OF CLARE

202 West Fifth Street | Clare, Michigan 48617-1490

Office 989.386.7541 | Fax 989.386.4508

www.cityofclare.org

PUBLIC NOTICE

The City of Clare has received a request from ALDI, Inc. and property owner James R. Paetschow, to transfer jurisdictional authority of property from Grant Township to the City of Clare in accordance with the terms of the Urban Cooperation Agreement in effect between the Township & the City. The properties are identified as part of Tax ID No's. 015-026-100-022 and 015-026-100-026. A public hearing will be held @ 6 p.m. on Monday, October 2, 2023, to receive comments related to the transfer request. Public comment will be accepted by the Clare City Commission during the hearing or in writing if such comment is received by the Clare City Clerk prior to 4:00 p.m. on the date of the scheduled hearing. The transfer request, property description related to the request, and the UCA are available for public review by contacting the City Clerk @ 989-386-7541 or dlyon@cityofclare.gov. The City of Clare is an equal opportunity provider and employer.

Diane Lyon
Clare City Clerk



CITY HALL

Ph 989.386.7541

Fx 989.386.4508

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



RESOLUTION 2023-078

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A PROPERTY TRANSFER AGREEMENT OF PARCEL ID 015-026-100-22 AND 015-026-100-26 FROM GRANT TOWNSHIP TO THE CITY OF CLARE UNDER THE PROVISIONS OF ITS URBAN COOPERATION AGREEMENT WITH GRANT TOWNSHIP.

WHEREAS, the City of Clare and Grant Township approved an Urban Cooperation Agreement in 2008 outlining the terms, process, and procedures for the transfer of jurisdictional control of specifically designated property within Grant Township’s geographical boundaries to the City of Clare; and

WHEREAS, Grant Township and the City of Clare have received a request from ALDI, INC. submitted by James R. Paetschow, to transfer jurisdictional control of approximately 5 acres of property to the City of Clare under the terms of said Agreement; and

WHEREAS, said property is eligible for transfer under the terms of said Urban Cooperation Agreement; and

WHEREAS, the City of Clare posted requisite notice of a public hearing to receive comment and opinion regarding said transfer of jurisdictional control of said property; and

WHEREAS, the Clare City Commission has held said requisite hearing at its regularly scheduled meeting of October 2, 2023, and duly considered any comments presented at said hearing.

NOW THEREFORE BE IT RESOLVED THAT the Clare City Commission hereby approves the “Agreement for Transfer” of jurisdictional control of approximately 5 acres of property owned by James R. Paetschow, said property described within the District II “Request for Transfer” of jurisdiction dated September 13, 2023, and submitted to Grant Township and the City of Clare by ALDI, Inc., and authorizes its Mayor and City Clerk to execute said “Agreement for Transfer” on behalf of the City of Clare.

BE IT FURTHER RESOLVED THAT the approval of the “Transfer Agreement” and the actual transfer of jurisdiction shall be declared null and void should the State of Michigan not accept, decide to reject, or declare the transfer disqualified or ineligible.

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 2nd day of October, 2023.

Diane Lyon, City Clerk

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Jeremy Howard, City Manager
Date: September 28, 2023
Re: Request for Jurisdictional Transfer of Property – 10674 South Clare Avenue

For the Agenda of October 2, 2023

Background. The City enjoys the provisions of an Urban Cooperation Agreement (UCA) with Grant Township (*copy att'd*). The Agreement, which was approved by both governmental entities in 2008, outlines the process, terms, and procedures of transfer of jurisdictional control of property from Grant Township to the City for those lands within District I of the UCA to the area designated as District II of the Urban Cooperation Agreement.

We have received a request (*copy att'd*) from Jim Paetschow to transfer jurisdictional control of property commonly known as 10674 South Clare Avenue to the City.

In condensed terms, the UCA provides any property owner within the geographical boundaries of the area defined as District I the opportunity to request the transfer of jurisdictional control of their property to the City. Once the transfer is approved, it moves the property to District II which enables the property owner to receive available city services. If such a request is received, both governmental entities are required to post a notice of a public hearing in order to receive comments pertaining to the request. Following the conduct of the hearing, the governmental units are obliged to enter into an agreement (*copy att'd*) transferring the jurisdictional control of the property within 30 days. In 2013, our City Attorney provided a more detailed memo (*copy att'd*) outlining the highlights of the UCA for the City Commission's information and consideration.

While there is a provision for petition and referendum regarding the transfer of jurisdiction in the UCA, that provision is not applicable to this particular request as there are no eligible petitioners who reside within the boundaries of the property to be transferred.

The City has posted notice (*copy att'd*) of the requisite hearing. Grant Township has received notice of the public hearing.

The City Commission is requested to hold the hearing and approve the agreement for the transfer of jurisdictional control of the requested property.

Issues & Questions. Should the City Commission hold the hearing and approve the transfer agreement?

Alternatives.

1. Hold the hearing and approve the transfer agreement.
2. Hold the hearing but do not approve the transfer agreement, thereby violating the terms of the UCA.
3. Set the decision aside to a subsequently scheduled public meeting.

Financial Impact. There is the potential for considerable economic benefit for both governmental entities. For the City, the City's tax base is expanded by the transfer. Any development on the property provides economic benefit for Grant Township and the City.

Recommendation. I recommend that the City Commission hold the requisite public hearing and subsequently approve the transfer agreement by adoption of Resolution 2023-079 (*copy att'd*).

Attachments.

1. UCA.
2. Jurisdictional Transfer Request.
3. Transfer Agreement.
4. City Attorney Memo.
5. Public Notice.
6. Resolution 2023-079.



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

September 17, 2008

Mr. Willaim Fahey
Fahey, Schultz, Burzych & Rhodes
4151 Okemos Road
Okemos, MI 48864

RE: Urban Cooperation Agreement

Dear Mr. Fahey:

This letter serves to acknowledge the Office of the Great Seal's receipt on September 11, 2008 of the filing of the annexation pursuant to Public Act 425 of 1984, as amended, from Grant Township to the City of Clare. The receipt date is the effective date of this boundary change. This filing is designated as Job Number 08-412.

All property descriptions for any boundary changes are reviewed by the Michigan Department of Transportation (MDOT), and then published annually in the Michigan Public and Local Acts manual. If any property description is found inaccurate by MDOT, this office will contact you at that time and request a corrected description, which will not impact the effective date of the boundary change.

*****No further acknowledgment will be sent*****

Sincerely,

Michele Martin, Technician
Office of the Great Seal
517-241-1829

cc: Grant Township Clerk
Clare City Clerk
Clare County Clerk
Michigan Department of Labor and Economic Growth, State Boundary Commission
Michigan Department of Labor and Economic Growth, Liquor Control Commission
Michigan Department of Labor and Economic Growth, Office of Land Survey and Remonumentation
Michigan Department of Information Technology, Center for Geographic Information
Michigan Department of Treasury, Office of Revenue and Tax Analysis
Michigan Department of Transportation, Bureau of Transportation Planning
U.S. Bureau of the Census
Office of the Great Seal Job Number: 08-412

Cities
Clare County

In the matter of the annexation of certain property located in Grant Township to City of Clare. Annexed in accordance with the provisions of Public Act 425 of 1984, as amended the following described property:

EXHIBIT A

All lands outside the present boundaries of the City of Clare contained in the south one-half of Sections 22, 23 and 24, the east one-half of Sections 28 and 33, the southeast one-quarter of Section 21, as well as all lands within Sections 25, 26, 27, 34, 35 and 36 of Grant Township, Clare County, Michigan.

2009 SEP 11 PM 2:53

URBAN COOPERATION AGREEMENT

THIS AGREEMENT is made effective as of the 9th day of September, 2008, by and between the **CITY OF CLARE**, a Michigan home rule city, with its offices at 202 West Fifth Street, Clare, MI 48617 ("City"), and **GRANT TOWNSHIP**, a Michigan general law township, with its offices located at 8490 South Grant Avenue, Clare, MI 48617 ("Township").

OFFICE OF THE GREAT SEAL

RECITALS

A. The City and Township are "local units" as defined by Act 425 of 1984, as amended ("Act 425") (MCL 124.21 *et seq.*), which enables two local units to conditionally transfer property by written agreement for the purpose of economic development projects. The City and Township are also "local governmental units" as defined by Act 7 of 1967, as amended ("Act 7") (MCL 124.501 *et seq.*), which authorizes agreements for the joint exercise of power and for the sharing of revenues between local government units.

B. The City and Township have proposed that certain property described in the attached Exhibit A (the "Urban Cooperation Area") be conditionally transferred from the Township to the City pursuant to Act 425 and pursuant to the terms of this Agreement under Act 425 and Act 7.

C. The City and Township have considered certain factors prior to entering into this Agreement as required by Section 3 of Act 425.

D. The Township Board held a public hearing on July 15, 2008, regarding this Agreement, and the City Commission held a public hearing on July 21, 2008, regarding this Agreement, both preceded by notice in accordance with the requirements of Michigan's Open Meetings Act. At the conclusion of the public hearing, the Township Board and City Commission each approved this Agreement, subject to the referendum requirements of Act 425 and Act 7.

E. More than thirty (30) days have passed since the public hearings and more than forty-five (45) have passed since the Township Board and City Commission approved this Agreement, by a majority of elected officials to each legislative body, and neither the Township Clerk nor the City Clerk have received a petition for referendum on the Agreement; or, if such a referendum was petitioned for, the election was held and the majority vote approved this Agreement.

F. The City and Township find that the conditional transfer of the Urban Cooperation Area from the Township to the City pursuant to this Agreement will assist economic development and be beneficial to the residents of the City and the Township.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions.

- (a) "Agreement" means this Urban Cooperation Agreement.
- (b) "Urban Cooperation Area" means that portion of the Township described in the attached Exhibit A.
- (c) "District I" means that part of the Urban Cooperation Area outside of District II, defined below.
- (d) "District II" means that part of the Urban Cooperation Area in which the property owner voluntarily requests a transfer of his or her property to District II by signing and filing a notarized copy of the District II Transfer Agreement attached as Exhibit B with the City and the Township. For purposes of MCL 333.12751, *et seq.*, the sanitary sewer system operated by the City shall not be deemed to be "available" to properties within District I until the property owner(s) signs and files a copy of the District II Transfer Agreement as provided above; provided, however, that until December 31, 2023, if any property within District I containing an existing residential, commercial or industrial improvement on the Effective Date of this Agreement is required by the Michigan Department of Environmental Quality, the Clare County Department of Public Health, or other governmental agency to connect to the City's sanitary sewer system, then such property shall not be transferred to District II until fifteen (15) years after such sewer connection or December 31, 2023, whichever is earlier; and provided that, during the period that such properties within District I receive sewer service from the City, those customers shall pay sewer service rates determined by the City in accordance with applicable law. Upon receiving the District II Transfer Agreement, the City Commission and the Township Board shall each conduct a public hearing on such transfer as required by Act 425. Thirty (30) days after the public hearings, the Township and the City shall both execute the District II Transfer Agreement, and the City Clerk shall file one copy with the Michigan Secretary of State, and shall file one copy with the Clare County Clerk. A copy of such Agreement, certified as filed with the Clare County Clerk or the Michigan Secretary of State, shall be prima facie evidence of the transfer of the described property to District II of the Urban Cooperation Area. The City will reimburse the Township for the Township's legal and administrative costs incurred as a result of each transfer to District II, upon invoice from the Township.

ARTICLE II
AREA AND JURISDICTION TRANSFERRED

Section 2.1 Transfer of Property. The Urban Cooperation Area shall be conditionally transferred from the jurisdiction of the Township to the jurisdiction of the City for the limited purposes specified in this Agreement.

Section 2.2 Jurisdiction After Termination or Expiration. Upon the termination, expiration, or non-renewal of this Agreement, District I shall for all purposes return to the jurisdiction of the Township, and District II shall for all purposes remain under the jurisdiction of the City.

Section 2.3 Jurisdiction – Governmental Services.

(a) District I of the Urban Cooperation Area shall receive all services from the Township normally provided to Township properties. The Township hereby grants and the City hereby accepts a franchise and consent to use the public rights of way within District I for the purpose of providing water and sanitary sewer service to District II properties.

(b) District II of the Urban Cooperation Area shall receive all services from the City normally provided to City properties. The City shall bear the cost of maintaining and improving the portion of any public road within District II and one-half the cost of any public road contiguous to properties within District II.

Section 2.4 Jurisdiction – Zoning of Transferred Area. During the term of this Agreement, the Township shall have all zoning authority, if any, including the authority to make zoning decisions, if any, within District I, and the City shall have all zoning authority, including the authority to make zoning decisions, within District II.

Section 2.5 Jurisdiction – Taxes. During the term of this Agreement, all *ad valorem* property taxes shall be levied and collected by the Township at the normal Township millage rate for District I of the Urban Cooperation Area, and all *ad valorem* property taxes shall be levied and collected by the City at the normal City millage rate for District II of the Urban Cooperation Area.

Section 2.6 Sharing – Taxes.

(a) During the term of this Agreement, the Township shall annually receive tax sharing from the City of the real and personal property taxes collected by the City with respect to District II, based on the following calculation:

The Township shall receive an amount equal to the

Township's then effective millage rate, up to a maximum of three (3) mills, times the taxable value of the real and personal property within District II.

(b) In addition, during the first full tax year after any property is transferred to District II, the City shall share with the Township an amount equal to one-half (1/2) of the City's then effective millage rate times the taxable value of the property so transferred.

(c) All tax sharing due the Township under this section shall be paid by the City no later than September 30th of each tax year, subject to rebate in proportion to any tax refunds resulting from Tax Tribunal proceedings. For purposes of this Section, taxable value shall be calculated irrespective of whether any abatements, exemptions, or tax increment financing have been approved for property within District II of the Urban Cooperation Area. In the event that the City proposes to use tax increment financing that captures taxable value or taxes within all or any portion of District II, and the law authorizing that capture permits the Township to exempt from capture its tax sharing under this Agreement, then the City may use that method of tax increment financing within District II. If the applicable law does not allow the Township to exempt its tax sharing under this Agreement from capture, then the City may not use that method of tax increment financing within District II unless the City annually reimburses the Township for any tax sharing under this Agreement that is captured by the tax increment financing arrangement.

Section 2.7 Jurisdiction – State and Federal Revenue Sharing. For state and federal revenue sharing purposes, District I of the Urban Cooperation Area shall be within the Township's jurisdiction. For state and federal revenue sharing purposes, District II of the Urban Cooperation Area shall be within the City's jurisdiction. The City shall annually pay the Township a portion of the City's state and federal revenue sharing payments equal to the then current population of District II, multiplied by the then current per capita state and federal revenue sharing received by the Township in the balance of the Township.

Section 2.8 Jurisdiction – Special Assessments. As long as this Agreement is in effect, District I of the Urban Cooperation Area shall be treated as being within the jurisdiction of the Township for purposes of any special assessments, and District II shall be treated as being within the jurisdiction of the City for purposes of any special assessments.

Section 2.9 Voting. Any qualified electors residing in District I shall, for election and voting purposes, be considered qualified electors of the Township. Any qualified electors residing in District II shall, for election and voting purposes, be considered qualified electors of the City.

Section 2.10 Jurisdiction – Building Inspection. During the term of this Agreement, the Township Building Inspector or his designee will be responsible for building inspections in District I, and the City Building Inspector or his designee will be responsible for building inspections within District II.

Section 2.11 Jurisdiction – Assessing. During the term of this Agreement, the Township Assessor will be responsible for the calculation of the assessed and taxable value in District I, and the City Assessor will be responsible for the calculation of the assessed and taxable value in District II.

Section 2.12 Jurisdiction – Applicability and Enforcement of Ordinances.

(a) District I of the Urban Cooperation Area shall be treated as being within the ordinance jurisdiction of the Township and subject to all Township ordinances, rules and regulations enacted now and during the term of this Agreement, or any renewal thereof. The Township shall be responsible for enforcing all such ordinances, rules and regulations.

(b) District II of the Urban Cooperation Area shall be treated as being within the ordinance jurisdiction of the City and subject to all City ordinances, rules and regulations enacted now and during the term of this Agreement, or any renewal thereof. The City shall be responsible for enforcing all such ordinances, rules and regulations.

(c) Nothing in this Agreement shall be construed to limit the discretion of any police officer or fire official to enforce the statutes of the State of Michigan.

Section 2.13 Jurisdiction – Annexation. During the term of this Agreement, no portion of the Urban Cooperation Area shall be annexed to the City. In the event that any petitions for annexation are filed for any portion of the Urban Cooperation Area, the City and the Township agree to actively oppose such petitions by, at a minimum, stating their opposition in writing, requesting in writing that such petitions be dismissed and denied, and refraining from providing any direct or indirect assistance or support to the petitioners. If any petition for annexation is filed by a property owner within the Urban Cooperation Area, such petition shall be construed to be a Request for Transfer to District II under this Agreement, and shall be handled by the parties in the same manner as a Request for Transfer is handled under Section 1.1(d) of this Agreement.

ARTICLE III TERM AND TERMINATION

Section 3.1 Term. The initial term of this Agreement shall be for forty-five (45) years from its effective date. This Agreement shall be automatically renewed for one additional term of forty-five (45) years upon the expiration of the initial term. During the

term of this Agreement and any renewal, the parties shall review this Agreement at fifteen (15) year intervals for compliance with state and federal law, and shall negotiate in good faith if any amendments are required to make this Agreement comply with any changes in state or federal law after the effective date.

Section 3.2 Termination – Rescission. This Agreement may be terminated by the expiration of the term of this Agreement and any renewal, or by operation of law if a court of competent jurisdiction orders the termination of this Agreement.

Section 3.3 Status of Utility Improvements and Service Upon Termination. In the event any portion of the Urban Cooperation Area is returned to the Township, all sanitary sewer and water improvements owned by the City within the Urban Cooperation Area shall upon termination of this Agreement for any reason, belong to and shall be owned by the City, subject to the rights of sanitary sewer and water customers within the Township to continue to receive sanitary sewer and water service from the City. Upon return of any portion of the Urban Cooperation Area to the Township, the City shall continue to charge rates for use of any sanitary sewer and water services to any Township customers of the City sanitary sewer and water systems at a rate permitted by law, but not more than 1.5 times the rate charged to similar customers within the City.

ARTICLE IV ENFORCEMENT

Section 4.1 Enforcement. In the event of a dispute between the parties arising under this Agreement, this Agreement shall be enforced by either party in an action commenced in Clare County, Michigan, and under Michigan law.

ARTICLE V MISCELLANEOUS

Section 5.1 Amendment. This Agreement may only be amended with the prior written approval of both the City Commission and the Township Board.

Section 5.2 Employees and Liabilities. The City shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the government services the City shall provide under Section 2.3 of this Agreement. The Township shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the governmental services the Township shall provide under Section 2.3 of this Agreement. The City and Township shall each be responsible for such liabilities as may be incurred through their respective provision of governmental services and

other performance of this Agreement under Article II and shall respond to and provide for such potential liabilities on the same basis as the City and Township do on their own behalf generally.

Section 5.3 Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given by a writing personally delivered or mailed by first class or certified mail addressed as follows:

If to the City: City of Clare
 Attn: City Manager
 202 West Fifth Street
 Clare, MI 48617

If to the Township: Grant Township
 Attn: Supervisor
 8490 South Grant Avenue
 Clare, MI 48617

The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

Section 5.4 Governing Law. This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created under this Agreement shall be performed in Clare County, Michigan, and under Michigan law. This Agreement was mutually drafted and cannot be construed against either the City or the Township upon the basis that one was the scrivener of the Agreement.

Section 5.5 Assignment. This Agreement may not be assigned unless approved in writing by both parties' consent in writing. This Agreement shall be binding upon the parties and their successors in interest.

Section 5.6 Severability. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement, either party determines that the purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties.

Section 5.7 Articles and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

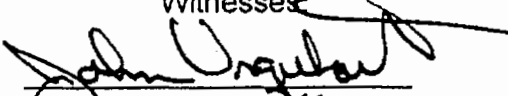
Section 5.8 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

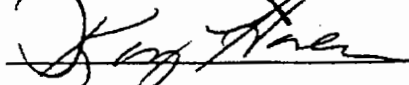
Section 5.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced herein shall be of any force and effect, and both parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

Section 5.10 Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by the City and Township, a duplicate original of the Agreement shall be filed with the Clerk of Clare County and with the Michigan Secretary of State. This Agreement, certified as filed with the Clare County Clerk or Secretary of State, shall be prima facie evidence of the conditional transfer of the Urban Cooperation Area. This Agreement shall be effective on the day it is filed with the Clare County Clerk and Secretary of State.

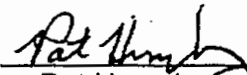
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

Witnesses

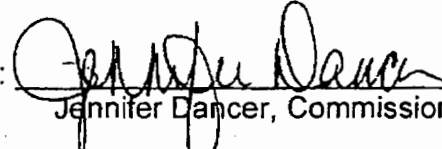




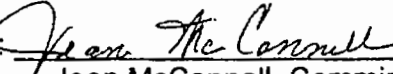
CITY OF CLARE

By: 

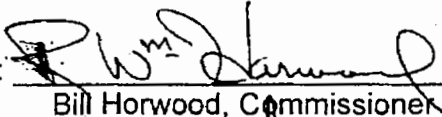
Pat Humphrey, Mayor

By: 

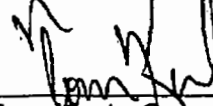
Jennifer Dancer, Commissioner

By: 

Jean McConnell, Commissioner

By: 

Bill Horwood, Commissioner

By: 

Tom Koch, Commissioner

Witnesses:

[Signature]
[Signature]

GRANT TOWNSHIP

By: [Signature]
Dan Dysinger, Jr., Supervisor

By: [Signature]
Sue Wentworth, Clerk

By: [Signature]
Tammy L. Shea, Treasurer

By: [Signature]
Margery Bell, Trustee

By: [Signature]
Richard Zinser, Trustee

DISTRICT II TRANSFER AGREEMENT

REQUEST FOR TRANSFER

September 13, 2023


Grant Township
8490 South Grant Avenue
Clare, Michigan 48617

City of Clare
202 West Fifth Street
Clare, Michigan 48617

The Red Hook Properties, LLC. requests that the following described property, hereinafter referred to as the "Subject Property" which is owned by Red Hook Properties, LLC., be transferred to District II of the Urban Cooperation Agreement Area pursuant to the provisions of Section 1.1(d) of the Urban Cooperation entered into and between the City of Clare and Grant Township on the 9th day of September 2008.

Legal Description of Subject Property:

T17N R4W SEC 27 10674 S CLARE AVE S 99 FT OF E 330 FT OF NE 1/4 OF SE 1/4 & N 33 FT OF E 330 FT OF SE 1/4 OF SE 1/4.



James R. Paetschow

STATE OF MICHIGN)
)ss
COUNTY OF CLARE)

On the 13 day of September, (James), personally appeared before me Erica Bohy, who certifies that he is the legal and official representative of (Red Hook Properties, LLC), the owner of the Subject Property and requests a transfer of the Subject Property to District II of said Urban Cooperation Area.



Notary Public
Clare County, Michigan
My Commission Expires: Feb. 22, 2029
Acting in the County of Clare

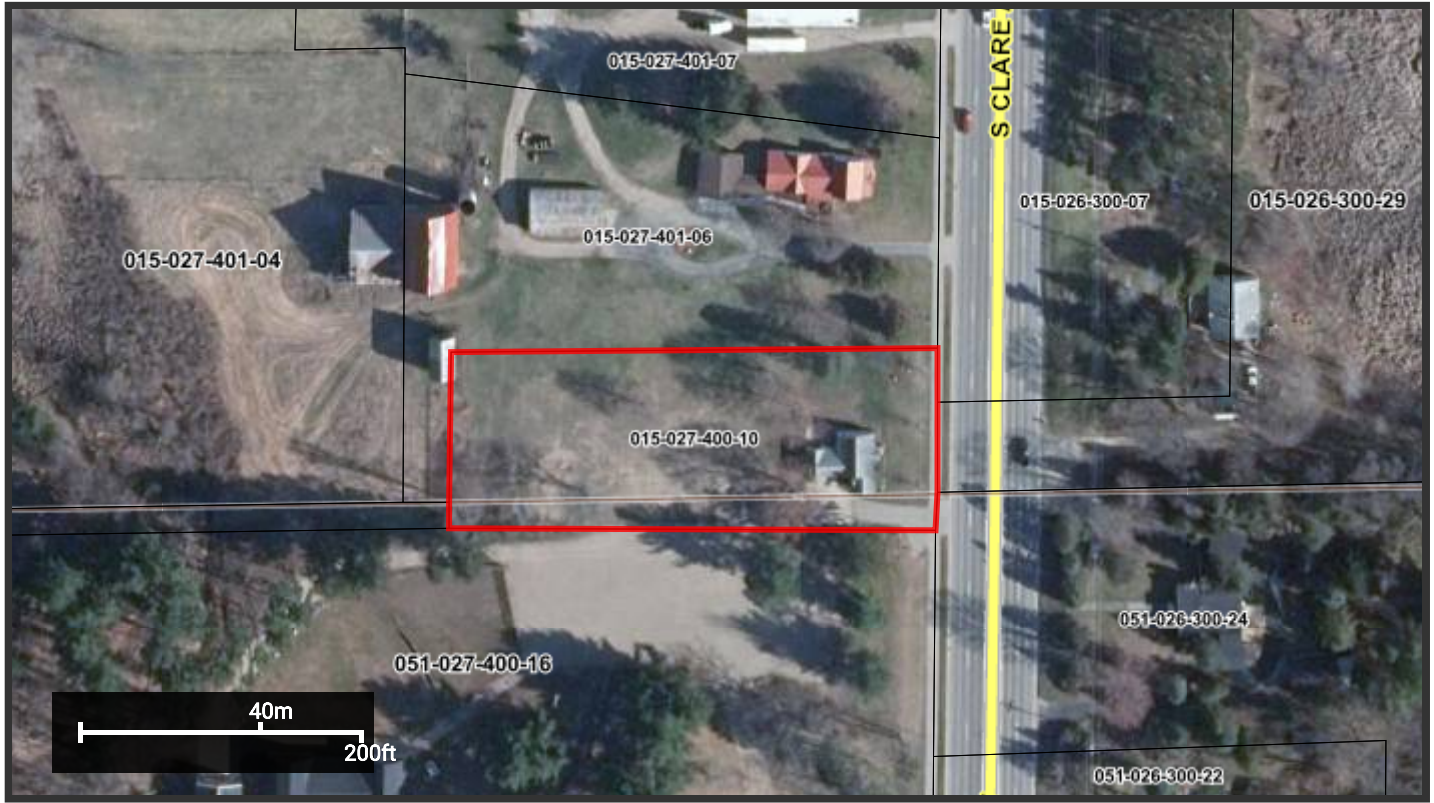


Clare County GIS

Parcel Report: 015-027-400-10

9/14/2023

12:55:33 PM



Property Address

10674 S CLARE AVE

CLARE, MI, 48617

Owner Address

RED HOOK PROPERTIES LLC

--

PO BOX 236

CLARE, MI 48617

Unit: 015

Unit Name: GRANT TOWNSHIP

General Information for 2023 Tax Year

Parcel Number: 015-027-400-10

PART II
AGREEMENT FOR TRANSFER

This Agreement is made effective as of the ___ day of _____, 20___, by and between the City of Clare, a Michigan home rule city, with its offices at 202 W. 5th Street, Clare, Michigan 48617 ("City") and Grant Township, a Michigan general law township, with its offices located at 8490 South Grant Avenue, Clare, Michigan 48617 ("Township").

RECITALS

A. The City and Township are "local units" as defined by Act 425 of 1984, as amended ("Act 425") (MCL 124.21 *et seq.*), which enables two Local Units to conditionally transfer property by written agreement for the purpose of economic development projects.

B. The City and Township have previously entered into an Urban Cooperation Agreement dated September 9, 2008 ("Urban Cooperation Agreement"), which Agreement remains in effect between the City and the Township.

C. This Agreement is entered into with respect to the Subject Property identified and described in Part I above.

D. The City and Township enter into this Agreement pursuant to and subject to the terms of the Urban Cooperation Agreement, for the purpose of transferring the Subject Property to District II of the Urban Cooperation Area identified and described in the Urban Cooperation Agreement.

E. The Township Board held a public hearing on _____, 20___, and the City Commission held a public hearing on _____, 20___, regarding this Agreement, and more than thirty (30) days have passed since such public hearings, and neither the Township Clerk or the City Clerk have received a petition for referendum on this transferor, or, having received such a petition, the referendum was held and the transfer was approved by the electors.

F. The City and Township find that the conditional transfer of the Subject Property to District II of the Urban Cooperation Area will allow for the development of an existing or proposed economic development project and will promote economic development and be beneficial to the residents of the City and the Township.

G. The City and Township have considered certain factors prior to entering into this Agreement as required by Section 3 of Act 425.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
AREA AND JURISDICTION TRANSFERRED**

Section 1.1 Transfer of Property. The Subject Property shall be conditionally transferred to District II of the Urban Cooperation Area for the purposes specified in the Urban Cooperation Agreement, for the term of that Agreement and any renewal.

Section 1.2 Jurisdiction After Termination or Expiration. Upon the termination, expiration, or non-renewal of the Urban Cooperation Agreement, the Subject Property shall for all purposes remain under the jurisdiction of the City.

Section 1.3 Governmental Services. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall receive all services from the City normally provided to City properties.

Section 1.4 Zoning. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be subject to the City's zoning authority, including the authority to make zoning decisions with respect to the Subject Property.

Section 1.5 Taxes. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be subject to the City's *ad valorem* property taxes at the normal City millage rate.

Section 1.6 Sharing of Taxes.

(a) During the term of the Urban Cooperation Agreement and any renewal, the Township shall annually receive tax sharing from the City of the real and personal property taxes collected by the City with respect to the Subject Property, based on the following calculation:

The Township shall receive an amount equal to the Township's then-effective millage rate, up to a maximum of three (3) mills, times the taxable value of the real and personal property within the Subject Property.

(b) In addition, during the first full tax year after the Subject Property is transferred hereunder, the City shall share with the Township an amount equal to one-half (1/2) of the City's then-effective millage rate times the taxable value of the Subject Property.

(c) All tax sharing due the Township under this section shall be paid by

the City no later than September 30 of each tax year, subject to rebate in proportion to any tax refunds resulting from tax tribunal proceedings. For purposes of this section, taxable value shall be calculated irrespective of whether any abatements, exemptions, or tax increment financing have been approved by the City with respect to the Subject Property. In the event that the City proposes to use tax increment financing that captures taxable value or taxes within all or any portion of the Subject Property, and the law authorizing that capture permits the Township to exempt from capture its tax sharing under this Agreement, then the City may use that method of tax increment financing with respect to the Subject Property. If the applicable law does not allow the Township to exempt its tax sharing under this Agreement from capture, then the City may not use that method of tax increment financing with respect to the Subject Property unless the City annually reimburses the Township for any tax sharing under this Agreement that is captured by the tax increment financing arrangement.

Section 1.7 State and Federal Revenue Sharing. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be within the City's jurisdiction for state and federal revenue sharing purposes. The City shall annually pay the Township a portion of the City's state and federal revenue sharing payments equal to the then-current population within the Subject Property, multiplied by the then-current per capita state and federal revenue sharing received by the Township in the balance of the Township.

Section 1.8 Special Assessments. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be within the jurisdiction of the City for purposes of any special assessments.

Section 1.9 Voting. During the term of the Urban Cooperation Agreement and any renewal, electors residing within the Subject Property shall be considered qualified electors of the City for election and voting purposes.

Section 1.10 Building Inspection. During the term of the Urban Cooperation Agreement and any renewal, the City Building Inspector or his designee will be responsible for building inspections within the Subject Property.

Section 1.11 Assessing. During the term of the Urban Cooperation Agreement and any renewal, the City Assessor will be responsible for the calculation of the assessed and taxable value for the Subject Property.

Section 1.12 Applicability and Enforcement of Ordinances. During the term of the Urban Cooperation Agreement and any renewal, the Subject Property shall be within the ordinance jurisdiction of the City and subject to all City ordinances, rules and regulations enacted now or in the future. The City shall be responsible for enforcing all such ordinances, rules and regulations.

Section 1.13 Annexation. During the term of the Urban Cooperation Agreement and any renewal, no portion of the Subject Property shall be annexed to the City.

ARTICLE II TERM AND TERMINATION

Section 2.1 Term. The initial term of this Agreement shall be for the remaining, unexpired initial term of the Urban Cooperation Agreement, and this Agreement shall be automatically renewed for one additional term of forty-five (45) years upon the expiration of the initial term. If this Agreement is first entered into during the renewal term of the Urban Cooperation Agreement, this Agreement shall expire upon the expiration of said renewal term. During the term of this Agreement and any renewal, the parties shall review this Agreement at fifteen (15) year intervals for compliance with state and federal law, and shall negotiate in good faith if any amendments are required to make this Agreement comply with any changes in state or federal law after the effective date.

Section 2.2 Termination - Rescission. This Agreement may be terminated by the expiration of the term of this Agreement and any renewal, or by operation of law if a court of competent jurisdiction orders the termination of this Agreement.

Section 2.3 Status of Utility Improvements and Service Upon Termination. In the event the Subject Property is returned to the Township, all sanitary sewer and water improvements owned by the City within the Subject Property shall, upon termination of this Agreement for any reason, belong to and shall be owned by the City, subject to the rights of sanitary sewer and water customers within the Township to continue to receive sanitary sewer and water service from the City. Upon return of any portion of the Subject Property to the Township, the City shall continue to charge rates for use of any sanitary sewer and water services to any Township customers of the City sanitary sewer and water systems at a rate permitted by law, but not more than 1.5 times the rate charged to similar customers within the City.

ARTICLE III ENFORCEMENT

Section 3.1 Enforcement. In the event of a dispute between the parties arising under this Agreement, this Agreement shall be enforced by either party in an action commenced in Clare County, Michigan, and under Michigan law.

**ARTICLE IV
MISCELLANEOUS**

Section 4.1 Amendment. This Agreement may only be amended with the prior written approval of both the City Commission and the Township Board.

Section 4.2 Employees and Liabilities. The City shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the government services the City shall provide under Section 1.3 of this Agreement. The Township shall be solely responsible for the manner of employing, engaging, compensating, transferring or discharging any employees, independent contractors or other personnel with respect to the governmental services the Township shall provide under Section 1.3 of this Agreement. The City and Township shall each be responsible for such liabilities as may be incurred through their respective provision of governmental services and other performance of this Agreement under Article I and shall respond to and provide for such potential liabilities on the same basis as the City and Township do on their own behalf generally.

Section 4.3 Notices. Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given by a writing personally delivered or mailed by first class or certified mail addressed as follows:

If to the City: City of Clare
 Attn: City Manager
 202 West Fifth Street
 Clare, MI 48617

If to the Township: Grant Township
 Attn: Supervisor
 8490 South Grant Avenue
 Clare, MI 48617

The parties may, by written notice, designate any further or different address to which subsequent notices, demands, or communications may be given.

Section 4.4 Governing Law. This Agreement has been executed and delivered and it shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created under this Agreement shall be performed in Clare County, Michigan, and under Michigan law. This Agreement was mutually drafted and cannot be construed against either the City or the Township upon the basis that one was the scrivener of the Agreement.

Section 4.5 Assignment. This Agreement may not be assigned unless approved in writing by both parties' consent in writing. This Agreement shall be binding on the parties and their successors in interest.

Section 4.6 Severability. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, because of the invalidity of any part of this Agreement, either party determines that the purpose and intent of the Agreement has failed, the parties shall renegotiate in good faith to amend the Agreement to make it valid and satisfactory to both parties.

Section 4.7 Articles and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.8 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

Section 4.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties, except that the Urban Cooperation Agreement between the parties, referenced above, shall be specifically incorporated into this Agreement, and this Agreement shall be subject to the terms of the Urban Cooperation Agreement. Neither party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior or contemporaneous written material not specifically incorporated or referenced herein shall be of any force and effect, and both parties specifically acknowledge in entering into and executing this Agreement they rely solely upon the representations and agreements contained in this Agreement, and in the other contracts specified herein.

Section 4.10 Filing and Effective Date. In accordance with Act 425, following the execution of this Agreement by the City and Township, a duplicate original of the Agreement shall be filed with the Clerk of Clare County and with the Michigan Secretary of State. This Agreement, certified as filed with the Clare County Clerk or Secretary of State, shall be prima facie evidence of the conditional transfer of the Subject Property. This Agreement shall be effective on the day it is filed with the Clare County Clerk and Secretary of State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by authority of the respective City Council and Township Board.

Witnesses:

CITY OF CLARE

By: _____
Its: Mayor

By: _____
Its: Clerk

GRANT TOWNSHIP

By: _____
Its: Supervisor

By: _____
Its: Clerk

Memo

To: Clare City Commissioners

From: Jaynie Hoerauf

October 3, 2013

Re: Urban Cooperation Act and Public Act 425 Transfers, vs annexation

It has been a long time since we entered into the UCA, and went through all of the agony attendant to its creation. I thought that a review was in order, to support your agenda materials.

The Urban Cooperation Act agreement that we all refer to as the "UCA" is a contract that the City has entered into with Grant Township. UCA agreements are a tool given local units of government, by the State, that are designed to foster and encourage economic development, support creation of jobs and industry. UCA agreements can be as varied as the topics of interest to humankind, for the most part. Clare and Grant Township's UCA agreement provides a mechanism that governs when and how property will be transferred into the city, as a means of permitting development. Greatly simplified, a transfer is sought in order to obtain public utilities (water and sewer) that are necessary for whatever is planned, for a parcel. For instance, developers typically require public water and sewer for apartments, condominiums and for shopping developments.

Let's start with a list of what the UCA requires and does:

1. Creates two Districts "I" and "II."
2. District 1 is a box shaped area adjacent to the city defining what properties could be eligible to transfer to city jurisdiction.
3. District 2 consists of the properties that have transferred to city jurisdiction.
4. Upon receiving a request to transfer to the City from a District 1 property owner, both the City Commission and the Township Board are required to schedule and public hearings, and after 30 days have passed (after the public hearing) to sign the "District 2 Transfer Agreement."
5. Once the signed agreement is filed with the appropriate authorities, the city's boundaries are adjusted to include the property.

The District II Transfer Agreements are also known as Act 425 Conditional Transfer agreements. What the agreement accomplishes is, transferring the property into the city with a sharing of tax revenue back to the township as follows:

- During the first full tax year in the city, the Township receives half of the city's effective millage rate times the property value. This is not

- half of the taxes collected, but half of what is theoretically levied on the property.
- Thereafter the Township receives the taxes that they would otherwise have collected (up to 3 mills, but usually less) on the property.
 - There are provisions for sharing of per capita revenue sharing (which is mostly gone anyway).
 - The initial term of the conditional transfer in this case will be 83 years. Although the parties are obligated to review and renegotiate the terms of the agreement to comply with state and federal law every 15 years.
 - At the end of the agreement, the property is annexed to the city and all tax sharing ends.

The object of the UCA is to avoid the political wars and agony attendant to annexation fights, which are 100% political, can be lengthy and expensive.

These are just some highlights for you.

Always,

Jaynie



CITY OF CLARE

202 West Fifth Street | Clare, Michigan 48617-1490

Office 989.386.7541 | Fax 989.386.4508

www.cityofclare.org

PUBLIC NOTICE

CITY HALL

Ph 989.386.7541
Fx 989.386.4508
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

The City of Clare has received a request from Red Hook Properties, LLC to transfer jurisdictional authority of property from Grant Township to the City of Clare in accordance with the terms of the Urban Cooperation Agreement in effect between the Township & the City. The property is identified as parcel 015-027-400-10, commonly known as 10674 S. Clare Avenue. A public hearing will be held @ 6 p.m. on Monday, October 2, 2023, to receive comments related to the transfer request. Public comment will be accepted by the Clare City Commission during the hearing or in writing if such comment is received by the Clare City Clerk prior to 4:00 p.m. on the date of the scheduled hearing. The transfer request, property description related to the request, and the UCA are available for public review by contacting the City Clerk @ 989-386-7541 or dlyon@cityofclare.gov. The City of Clare is an equal opportunity provider and employer.

Diane Lyon
Clare City Clerk



RESOLUTION 2023-079

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A PROPERTY TRANSFER AGREEMENT FOR PARCEL 015-027-400-10 FROM GRANT TOWNSHIP TO THE CITY OF CLARE UNDER THE PROVISIONS OF ITS URBAN COOPERATION AGREEMENT WITH GRANT TOWNSHIP.

WHEREAS, the City of Clare and Grant Township approved an Urban Cooperation Agreement in 2008 outlining the terms, process, and procedures for the transfer of jurisdictional control of specifically designated property within Grant Township’s geographical boundaries to the City of Clare; and

WHEREAS, Grant Township and the City of Clare have received a request from the Red Hook Properties, LLC to transfer jurisdictional control of approximately 1 acre of property, legally described as T17N R4W SEC 27 10674 S CLARE AVE S 99 FT OF E 330 FT OF NE 1/4 OF SE 1/4 & N 33 FT OF E 330 FT OF SE 1/4 OF SE ¼, and commonly known as 10674 S. Clare Ave., to the City of Clare under the terms of said Agreement; and

WHEREAS, said property is eligible for transfer under the terms of said Urban Cooperation Agreement; and

WHEREAS, the City of Clare posted requisite notice of a public hearing to receive comment and opinion regarding said transfer of jurisdictional control of said property; and

WHEREAS, the Clare City Commission has held said requisite hearing at its regularly scheduled meeting of October 2, 2023, and duly considered any comments presented at said hearing.

NOW THEREFORE BE IT RESOLVED THAT the Clare City Commission hereby approves the “Agreement for Transfer” of jurisdictional control of approximately 1 acre of property owned by Red Hook Properties, LLC., said property described within the “Request for Transfer” of jurisdiction dated September 13, 2023, and submitted to Grant Township and the City of Clare, and authorizes its Mayor and City Clerk to execute said “Agreement for Transfer” on behalf of the City of Clare.

BE IT FURTHER RESOLVED THAT the approval of the “Transfer of Agreement” and the actual transfer of jurisdiction shall be declared null and void should the State of Michigan not accept, decide to reject, or declare the transfer disqualified or ineligible.

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 2nd day of October, 2023.

Diane Lyon, City Clerk

AGENDA REPORT

TO: Mayor Pat Humphrey & City Commissioners
FROM: Jeremy Howard, City Manager
DATE: September 28, 2023
Regarding: *Board & Committee Appointment – Planning Commission
(Glenda Carmoney, & Angie Cozat)

For the Agenda of October 2, 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 October 2, 2023.**

Background. The terms of City Planning Commissioners Glenda Carmoney and Angie Cozat will expire on October 4, 2023. Both individuals have agreed to continue serving City in this capacity for an additional three-year term; Mayor Humphrey recommends that these individuals be appointed to serve another term.

The City Commission is asked to consider approving the recommended appointments.

Issues & Questions. Should the City Commission approve the proposed appointments?

Alternatives.

1. Endorse the reappointment.
2. Do not endorse the reappointment, thereby requiring the Mayor to select another qualified individual to serve in this position.
3. Defer/delay decision of this matter to a subsequently scheduled City Commission meeting.

Financial Impact. Not applicable.

Recommendation. I recommend that the City Commission approve the appointments by adoption of attached Resolution 2023-080 (*copy attached*).

Attachment.

1. Resolution 2023-080.

RESOLUTION 2023-080

A RESOLUTION OF THE CLARE CITY COMMISSION RENEWING THE APPOINTMENTS OF COMMISSIONERS GLENDA CARMONEY AND ANGIE COZAT AS VOTING MEMBERS OF THE CITY OF CLARE PLANNING COMMISSION.

WHEREAS, the appointed terms of Planning Commissioners Glenda Carmoney and Angie Cozat as members of the City of Clare Planning Commission will expire on October 4, 2023; and

WHEREAS, said Commissioners have agreed to serve another term as members of said Commission at the will of the Mayor of Clare and the Clare City Commission; and

WHEREAS, the Mayor of Clare has recommended the renewal of said appointments.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Clare hereby renews the appointments of Planning Commissioners Glenda Carmoney and Angie Cozat as members of the City of Clare Planning Commission said appointments are effective the 2nd day of October, 2023 and terminates on the 1st day of October, 2026.

BE IT FURTHER RESOLVED that said appointments are voluntary and without compensation and that said appointees may resign said appointment by providing the Mayor of Clare written notice of their intention to do so.

BE IT FURTHER RESOLVED that said appointments are at-will appointments of the Mayor of the City of Clare and can be revoked, terminated, or rescinded by the Mayor at his/her discretion with or without stated cause or prejudice and without prior notice.

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 2nd day of October, 2023.

Diane Lyon, City Clerk

AGENDA REPORT

TO: Mayor Pat Humphrey & City Commissioners
FROM: Jeremy Howard, City Manager
DATE: September 28, 2023
RE: *Board & Committee Appointments – Parks & Recreation Advisory Board
(Pete Spitzley)

For the Agenda of October 2, 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 October 2, 2023.**

Background. The appointed term of Parks and Recreation Advisory Board (PRAB) member Pete Spitzley will expire on October 4, 2023. Pete has agreed to serve another term at the will of the Mayor and upon endorsement by the City Commission. The Mayor has agreed to reappoint Mr. Spitzley to serve another term as a voting member of the PRAB; the City Commission is asked to consider endorsing this reappointment.

Issues & Questions Specified. Should the City Commission endorse the reappointment of Mr. Spitzley to serve as a member of the Clare Parks & Recreation Advisory Board?

Alternatives.

1. Endorse the reappointment.
2. Do not endorse the reappointment, thereby requiring the Mayor to select another qualified individual to serve in this position.
3. Defer/delay decision of this matter to a subsequently scheduled City Commission meeting.

Financial Impact. There is no direct financial impact to the City.

Recommendation. I recommend that the City Commission endorse the reappointment of Mr. Pete Spitzley by adoption of Resolution 2023-081 (*copy att'd*).

Attachments.

1. Resolution 2023-081.

RESOLUTION 2023-081

A RESOLUTION OF THE CLARE CITY COMMISSION REAPPOINTING MR. PETE SPITZLEY TO SERVE AS A MEMBER OF THE CITY OF CLARE PARKS & RECREATION ADVISORY BOARD.

WHEREAS, the appointed term of Mr. Pete Spitzley as a voting member of the Clare Parks & Recreation Advisory Board will soon expire; and

WHEREAS, the Mayor of Clare has reappointed Pete Spitzley to serve another three-year term; and

WHEREAS, said appointment requires the endorsement of the Clare City Commission; and

WHEREAS, the City Commission concurs with the Mayor's decision to reappointment Pete Spitzley to said Advisory Board.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Clare hereby endorses the Mayor's reappointment of Mr. Pete Spitzley to serve as a voting member of the City of Clare Parks & Recreation Advisory Board, said appointment being effective October 2, 2023, and terminating on 1st day of October 2026.

BE IT FURTHER RESOLVED that said appointment is voluntary and without compensation and that Mr. Pete Spitzley may resign said appointment by providing the City Commission written notice of his intentions to do so.

BE IT FURTHER RESOLVED that said appointment is an at-will appointment of the City Commission and can be revoked, terminated, or rescinded by the City Commission at its discretion without stated cause and without prior notice.

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 2nd day of October, 2023.

Diane Lyon, City Clerk

To: Mayor Pat Humphrey and the Clare City Commission
From: Shannon M. Sirpilla
Treasurer / Finance Director
Date: September 27, 2023
Reference: Treasurer's Report for October 2, 2023

Revenue Sharing and UCA Agreement: All revenue sharing for Isabella County, and UCA millage agreement payments for both Clare and Isabella Counties have been calculated and checks have been created for the 2022 tax year.

Each year the Michigan Department of Treasury requires us to submit documentation by December 1st to continue to receive payments for Revenue Sharing. This will most likely be completed and emailed to Treasury in a few weeks once I have all of the data to update our BS&A 2022 Performance Dashboard online.

<https://bsaonline.com/MunicipalDashboard/Performance?uid=204&sitetransition=true>

City Audit: Working on audit papers and submitting requests through the online portal. We have not yet met with our auditors from AHP to finalize a schedule. I have been emailing back and forth with them and hope to meet in the next week or so.

Property Taxes: Payments are still trickling in, and disbursements are being sent to the appropriate taxing authorities. The assessing team members have been working on Tuesdays and Thursdays to try to complete the Industrial reassessment project efficiently and promptly before Tax Day – December 31st.

CITY MANAGER REPORT

TO: Mayor Pat Humphrey & Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: September 28, 2023
RE: City Manager's Report

For the Agenda of October 2, 2023

Lake Shamrock Dredging and Dam Project. Mechanical dredging by the City is continuing and we have completed the move of the barge site and the hauling road to the end of Shamrock Court as planned (*see attached pictures*). The operator will now be working on the area in front of what used to be the public beach at Shamrock Park removing the sediment and “island” that has formed there. For the hydraulic dredging project, Savin Lake Services is still waiting on EGLE for the official permit so that they can put the hydraulic dredges in the water, but work on the holding cell at the airport has begun (*see attached pictures*). The Dam feasibility study work is continuing. Luke and I recently met again with the engineers working on the project to continue moving the project forward. Luke and the Engineers and I also met with EGLE who was onsite doing an inspection of the dam.

Street Reconstruction Project. Malley Construction has completed the work on the street project on North Rainbow Drive from Glendale to Eastwood.

Airport. As you recall, the Commission approved work on the Airport Apron and Taxiway to begin. That work has started now. Fuel sales will be shut down for a few weeks during the project, but overall, there should not be much interruption to the airport and pilots flying in or out. (*See attached picture*)

City of Clare Pitch Competition. The Downtown Pitch Competition by MMDC and hosted at the Ideal Theater was a huge success. Three great pitches by three businesses were given. The winner of the night and the first-place prize of \$10,000 was Back Alley Pizza. Look for them to open soon downtown. Second place and also people’s choice was Sweet Louise Candy & Gifts. They won \$1,420 in prize money (\$1,000 from sponsors and \$420 raised by the crowd that night). They also received a \$2,500 media package. Wildflower and Wren Market also won a \$2,500 media package. Make sure and stop in and congratulate them once they are open.

Clare Family Fun Night. Clare’s Family Night Out just keeps getting bigger and better! Attached is the full schedule of what is happening on Tuesday, October 3rd from 3pm – 8pm in the Wood’s Household Parking lot and all around the Clare Area. (*See attached flyer.*)

Attachments:

1. Mechanical Dredging Pictures.
2. Hydraulic Dredging Holding Cell Pictures.
3. Airport Construction Picture.
4. Family Fun Night Flyer.











3RD ANNUAL FAMILY NIGHT OUT!

OCTOBER 3RD 3PM TO 7PM

AROUND TOWN

ACE HARDWARE OF CLARE

Smoked turkey, samples of Fry Daddy snack mix, & leaf blower obstacle course!

BUCCILLI'S PIZZA OF CLARE

Buffet with drink special from 4-8pm!

CLARE FAMILY FITNESS

Team building exercises, family workout, obstacle course, & raffle for apparel at 6pm. Must be present!

CLARABELLA FLOWER'S

Kids make a free small potted plant!

PONDEROSA

\$1.99 kids meals!

TIMEOUT TAVERN

\$1 Root beer floats!

FUEL UP NUTRITION

Free beverage samples & a game!

COPS & DOUGHNUTS

Free make & take cake doughnut!

THE VENUE HOSTED BY 505 CAFE & THE TRAP DOOR

Receive a recipe card, then head to a station to create edible playdough!

GATEWAY LANES

3-6:30pm-Free shoe rentals, lane rental \$10/hour, & free soft drink with food purchase!

MCEWAN STREET FUDGE & ICE CREAM SHOP

Free small cone with purchase of single scoop or larger & fudge samples!

BIG BOY RESTAURANT

Special pasta bar, crafts, a movie, & harvest display for family pictures!

THE EVENING POST

Taco special, Shirley Temple or Caramel Apple Cider special for kids, & Spiked Apple Cider special for adults!

RUCKLE'S PIER

Kids make their own pizza with a drink & a pirate hat for \$5. Adults 20% off pizza. 12 foot skeletons, hay bails, & corn stalks for photos!

SERENDIPITE ORGANIQUES (IN CARDINAL & CLOVER)

Kids & adults hot chocolate bar, games, & prizes!

TRACKSIDE MEAT MARKET

Apple cider & doughnuts. Samples of jerky & beef sticks!

ELAINE'S HAIR & NAILS

Gift bags containing candy, vampire teeth, slapping hands, stickers, & stencil hair art. \$5 gift certificate for adults!

PERE MARQUETTE DISTRICT LIBRARY

Special performance with "Lord of the Gourd" & a drawing of the carved items for kids to win!

CULVER'S

Samples of custard!

THE RED DOOR THRIFT STORE

Kids can pick out a free book!

IDEAL THEATER

Free kids movie 'Paw Patrol: The Mighty Movie' at 7pm!

Wood's Household Parking Lot Area

MEMBERS FIRST CREDIT UNION

Giveaways, games, & prizes!

CLARE UNITED METHODIST CHURCH

Free popcorn & hot chocolate. Hats, mittens, gloves, & scarfs!

JOHNSTON ELEVATOR

Free hay rides!

CLARE POLICE DEPARTMENT & FIRE DEPARTMENT

Demonstrating police vehicles & fire trucks!

CLARE COUNTY SHERIFF'S DEPARTMENT & RESERVES

Mounted Units, Dive Team, Marine Division, & more!

MICHIGAN STATE POLICE

Equipment & demonstrations!

CLARE DPW

City equipment!

TKOE

Raffling off a baby package, a home item package, & a \$50 gift card!

CLARE M.O.P.S PROGRAM

Decorate & take a pumpkin! Fall photoshoot background for pictures!

CARDINAL & CLOVER

Scavenger Hunt!

MID MICHIGAN COLLEGE

Games & info on programs for students & adults!

MI WORKS REGION 7B

Spin to win game, bag of candy, & face painting!

HUNTINGTON BANK

Games & prizes!

CENTURY 21 SIGNATURE REALTY

Games & info!

UNITED WAY

Games, treats, & info!

MDHHS/DIVISION OF ENVIRONMENTAL HEALTH

Activities, colored pencils, & health info!

JIM'S BODY SHOP

Car demolition & a triple stacked tow truck!

SCHUMACHER INSURANCE

Corn hole game, giveaways, & insurance info!

MID MICHIGAN INDUSTRIES

Pumpkin ring toss with prizes & info regarding their programs!

UNITED BAY COMMUNITY CREDIT UNION

Giveaways, games, & a drawing!

CONSUMERS ENERGY

A line truck, giveaways, crafts, & info!

NORTHERN GATEWAY TAEKWONDO

Demonstrating martial arts, techniques, & board breaking!

COUNTY CLERK

Coloring contest & info!

CLARE COUNTY ARTS COUNCIL

Candy jar guessing contest, coloring pages, & Arts Council info!

MOBILE MEDICAL RESPONSE

Tour of ambulance & candy!

CLARE COUNTY ROAD COMMISSION

Bringing out large road equipment!

MCGUIRE CHEVROLET

Tow truck demonstration & treats!

JEFF CHADWICK (DETROIT LIONS LEGEND)

Hand-eye coordination drill & signing autographs!

WCFX 95.3

Live radio broadcast, entertainment, & more!

FREE HOT DOG COOK OUT

Sponsored by Witbeck's Family Foods & The Patty Wagon!

CLARE COUNTY TRANSIT

Games & free rides to Ace Hardware & The Evening Post area!

Thank you to our Family Night Out sponsors!



AGENDA REPORT

TO: Mayor Pat Humphrey & Clare City Commissioners
FROM: Diane Lyon, City Clerk
DATE: September 27, 2023
RE: *Communications

For the Agenda of October 2, 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 October 2, 2023.**

FOIA Requests & Responses: The most recent FOIA requests and responses are attached for information. Hokenson Request.

Notification from Central Michigan Tennis Association: The CMTA has notified the city that they are terminating their portion of the Tennis Court Use Agreement with Clare Public Schools and the City of Clare due to the reduced interest of Clare area residents to play tennis.

Charter Communications Programming Change: Charter has announced programming changes.

Mobile Food Distribution: The mobile food bank will hold its monthly food distribution at the Clare County Fairgrounds on October 7 at 9 am.

Clare County Hazardous Waste Collection Day: Hazardous Household Waste Collection Day will be held on Saturday, October 28 at the Northern Oaks Recycling and Disposal Facility from 8 am – 2 pm.

METRO Act Permit Extension. AT&T has requested a METRO Act extension for use of the city's ROW through February 28, 2029.

Site Plans, Special Use Permits, Variance Requests & Public Notices:

-Bishop Automotive: a request for Site Plan Review to construct a 5,100 sq ft service bay addition.

Attachments. As noted above.

REQUEST FOR PUBLIC RECORD (FOIA)

NAME OF REQUESTOR: Robert Hokenson DATE FILED: 9-26-23
COMPANY NA REQUEST FORM: WRITTEN ELECTRONIC
MAILING ADDRESS: 32703 Booc Street, Garden City, MI 48135
DAYTIME PHONE NUMBER: 989-817-6860 EMAIL: HokensonRobert@gmail.com

I REQUEST TO HAVE THE PUBLIC RECORD(S) SUPPLIED TO ME IN THE FOLLOWING FORM:

INSPECTION: _____ COPIES:

NAME AND DESCRIPTION OF THE MATERIAL, INFORMATION, DOCUMENTS, ETC. IDENTIFYING THE PUBLIC RECORD(S) DESIRED. DESCRIPTIONS MUST BE SPECIFIC IN ORDER TO PROVIDE THE CORRECT INFORMATION:

any and all phone calls, wellness checks, or reasons the police have shown up to 636 Cunningham street, Clare, MI 48617 from September 2020 to September 2023. please also include any notes or police reports that are attached.

PAYMENT MUST BE RECEIVED PRIOR TO DELIVERY OF PUBLIC RECORDS.

DELIVERY TO ABOVE ADDRESS: Yes _____ No

LIST ALTERNATE DELIVERY ADDRESS, IF APPLICABLE: 32703 Booc Street, Garden City, MI 48135

I understand a public body must respond to my request with five (5) business days after it is received and is allowed one (1) additional day to respond if it is received by Email, fax or other electronic means. The public body must grant or deny all or a portion of my request, or issue a notice extending for ten (10) business days, the period in which the public body must respond to my request. In place of these deadlines, I agree to allow the public body a reasonable time to process my request. I further understand that if I withdraw my request after the City has begun work on the request, I will be responsible for all costs incurred by the City of Clare up until the point of withdrawal.

Robert Hokenson
SIGNATURE

OFFICE USE ONLY

COST: IN ADVANCE (OVER \$50.00)

ESTIMATE _____

- 50% _____

AMOUNT DUE \$ _____

DATE AVAILABLE: _____

FINAL ACCOUNT:

MAILING _____

LABOR _____

_____ COPIES @ _____

TOTAL _____

(-) DEPOSIT _____



USTA#2018566063

September 12, 2023

City Of Clare
Recreation Department
202 W 5th Street
Clare MI, 48617

Dear Recreation Department:

On November 2, 2020 the Central Michigan Tennis Association (CMTA) entered into a contract with the City of Clare and the Clare Public Schools. The purpose of this contract was to provide monies for the maintenance and use of the tennis courts located in the City of Clare. In regards to Article II – Termination, the CMTA is writing to terminate our portion of this contract.

Individuals that live in Clare interested in continuing to play tennis has significantly waned over the last two years. This has obligated us to move the leagues to another location where are players are located.

Thank you for all your support over the past years. It is greatly appreciated. If I can be of any assistance, please give me a call at 989-621-3330

Sincerely,

A handwritten signature in blue ink that reads 'Steve'.

Steve Powers
President CMTA



September 15, 2023



T1 P1 82 *****AUTO**ALL FOR AADC 480

City Of Clare
202 W. Fifth Street
Clare, MI 48617-1490

Dear Franchise Official:

I am writing to inform you that effective September 11, 2023, Spectrum Mid-America, LLC ("Spectrum"), reached a deal to renew its carriage agreement with The Walt Disney Company. The following channels are now available:

NETWORKS OWNED BY THE WALT DISNEY COMPANY

- ACC Network*
- BabyTV SAP
- Disney Channel
- Disney Junior
- Disney XD
- ESPN
- ESPN2
- ESPN Deportes
- ESPN News
- ESPNU

**Carriage depends on customers' region*

Additionally, in the coming months, Charter will be adding Disney+ Basic ad-supported service to customers who purchase Spectrum TV Select and ESPN+ will be provided to Spectrum TV Select Plus customers.

The following Disney-owned channels will no longer be available, and the channels will be slated with the following message: "Spectrum has reached a deal with The Walt Disney Company and this channel is no longer available. While many of the channels you enjoy have returned, there is even better news! In the coming months, Disney+ will be included in the Spectrum TV Select package - at no additional cost. We look forward to continuing to provide you with a great Spectrum TV experience."

- Disney Jr.
- Disney XD
- Baby TV
- FreeForm
- FXX
- FX Movie Channel
- Nat Geo Wild
- Nat Geo Mundo

For more information, please visit www.DisneyESPNFairDeal.com.

Also, on or around October 16, 2023, Spectrum will expand carriage of the following channels on the Clare, MI channel lineup serving your community:

- HSN2 on channel(s) 145 & 886 (HD) on the Spectrum Basic Service Tier.
- QVC2 on channel(s) 147 & 700 (HD) on the Spectrum Basic Service Tier.

If you have any questions about this matter, please feel free to contact me at (906) 553-7866.

Sincerely,

Joan Movrich
Manager - State Government Affairs, Michigan
Charter Communications



Free Drive-Through Mobile Food Distribution

Greater Lansing Food Bank- Clare County

Saturday - October 7, 2023

Registration: Starts at 9:00 a.m.

Distribution: Starts at 10:00 a.m.



Clare County Fairgrounds

418 Fairlane St., Harrison, MI 48625

Please Note:

- **Line up will be behind the grandstands - please enter off of Fairlane Street.**
- Food will be placed in your trunk/hatchback, so please make room in advance.
- Please stay in your vehicle for registration and food distribution.
- Restrooms will NOT be available.
- If you are not feeling well, please have someone pick up food for you.
- Everyone who is in need of food are welcome to participate.



For more information contact:
Clare County Food Facebook page
or

Greater Lansing Food Bank at: www.greaterlansingfoodbank.org,
GLFoodBank1 (on Facebook) or call 517/908-3680



Household Hazardous Waste Collection Day

Saturday, October 28, 2023




513 County Farm Road, Harrison, Michigan

Northern Oaks Recycling and Disposal Facility

8:00 AM - 2:00 PM

Clare County residents are welcome to safely dispose of household hazardous materials, free of charge on Saturday, October 28! Commercial or business hazardous waste will not be accepted at this time. Please see below for accepted materials.

Questions? Please call 989-539-6111



Accepted
Materials

Oil-based paint, spray paint, thinners, lacquers, varnishes, drain cleaner, floor waxes, furniture polish, oven cleaner, solvents, degreasers, bleach/ammonia products, auto polish/wax, battery acid, motor oil, automotive batteries, fertilizer, insect repellent/poison, poisoned bait, cables, cable boxes, VCRs, batteries, phones, cellular phones, PDAs, servers, computer parts/peripherals, copiers/printers, or toner cartridges



Not Accepted
Materials

Freon containing appliances, appliances, weapons, explosives, foam insulation cylinders, construction materials/debris, latex paint, radioactive materials (other than smoke detectors), shock-sensitive materials, household trash, yard waste, business waste, tires, or any other material WM determines is not acceptable for disposal



AT&T Michigan
Angela Wesson
METRO Act Administrator
54 N. Mill Street
Mailbox #30
Pontiac, MI 48342

September 1st, 2023

Clare City
202 W Fifth St
Clare, MI 48617

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Clare City,

This is a letter agreement which extends the existing METRO Act Permit issued by the Clare City/Clare County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on February 28, 2024. The extension is for a term to end on February 28, 2029

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, AD3245@att.com or 248-877-9518.

Agreed to by and on behalf of the
Clare City

By: *Jenny Howard*
Signature

Its: *CITY MANAGER*

Date: *9/14/2023*

**Michigan Bell Telephone Company d/b/a
AT&T** acknowledges receipt of this.
Permit Extension granted by the municipality.

By: _____
Angela Wesson

Its: METRO Act Administrator

Date: _____

**CITY OF CLARE
PUBLIC NOTICE**

The City of Clare Planning Commission will hold a public hearing on Wednesday, October 11, 2023, at 6:30 p.m., at Clare City Hall, 202 W. Fifth St., Clare, Michigan, to receive public comment pertaining to a site plan application submitted by Bishop Automotive, to build a 5,100 sq. ft. addition for a service bay at their existing facility located at 821 E. Fifth St., Clare Michigan. The Planning Commission will accept comments at the hearing or in writing if the written comments are received by the City Clerk no later than 4:00 p.m. on the hearing date. A copy of the site plan application is available for review at Clare City Hall. *The City of Clare is an equal opportunity provider and employer.*

**Diane Lyon
Clare City Clerk**





PAYABLES REPORT FOR COMMISSIONERS

EXP CHECK RUN DATES 10/03/2023 - 10/16/2023 BOTH JOURNALIZED AND UNJOURNALIZED OPEN BANK CODE: CONSO

VENDOR	INVOICE #	DESCRIPTION	Posting Date	Check Run	AMOUNT
1ST CHOICE OFFICE OUTLET	170375	OFFICE SUPPLIES - PD	10/03/2023	10/03/2023	41.98
ACE HARDWARE	99702/1	PLUMBER CHAIN; 2-CYCLE OIL; A	10/03/2023	10/03/2023	32.17
AMAZON CAPITAL SERVICES	1VQK-GLCJ-61V	PRINTER TONER - FD	10/03/2023	10/03/2023	58.02
AMAZON CAPITAL SERVICES	1R13-JKK7-341	GLASS CLEANER; LENS WIPES - C	10/03/2023	10/03/2023	14.72
AMAZON CAPITAL SERVICES	19QH-H4WL-LMC	THUMB DRIVE STICKS (10PK) - F	10/03/2023	10/03/2023	17.99
ASCAP	500581826 092	MUSIC LICENSING FEES (10/01/21	10/03/2023	10/03/2023	442.50
AT&T MOBILITY	287302987429X	FIRSTNET MOBILE (08/12/23-09/10	10/03/2023	10/03/2023	51.22
ATS PHOTOGRAPHY	332147	4 PHOTOS DRY-MOUNTED (2 11X14	10/03/2023	10/03/2023	60.00
AWOL, INC	SEPTEMBER 202	JANITORIAL SERVICES: SEPT 2021	10/03/2023	10/03/2023	3,441.67
BEAR PACKAGING & SUPPLY	77586	COLORED TRASH BAGS (60CTNS);	10/03/2023	10/03/2023	2,661.53
C & C ENTERPRISES INC	99465	SAFETY GLASSES (24 PAIRS) - C	10/03/2023	10/03/2023	67.20
CAPITAL EQUIPMENT	344724	BRUSH HOG BLADES - DPW	10/03/2023	10/03/2023	86.28
CENTRAL MICHIGAN DISTRICT	2023 VOC SAMP	2023 SANITARY LANDFILL VOC SA	10/03/2023	10/03/2023	1,150.00
CLARE HARDWARE	444271	PLASTIC WEDGE - WWTP	10/03/2023	10/03/2023	7.49
CLARE HARDWARE	444358	WELDING ROD; SPARK PLUG; LWN	10/03/2023	10/03/2023	45.27
CLARE HARDWARE	444170	RAT & MOUSE BAIT - AIRPORT	10/03/2023	10/03/2023	35.49
CONSUMERS ENERGY	203232910470	327 BROOKWOOD DR (08/11/23-09	10/04/2023	10/04/2023	124.94
CONSUMERS ENERGY	203855827957	501 FOREST AVE (08/10/23-09/0	10/04/2023	10/04/2023	48.06
CONSUMERS ENERGY	204478741200	396 SHAMROCK CT (08/10/23-09/10	10/04/2023	10/04/2023	28.94
CONSUMERS ENERGY	206880986018	315 W FIRST ST (08/10/23-09/0	10/04/2023	10/04/2023	486.65
CONSUMERS ENERGY	203766821980	303 PINECREST ST (08/14/23-09	10/06/2023	10/06/2023	35.37
CONSUMERS ENERGY	201008482764	500 BEECH ST (08/21/23-09/19/10	10/12/2023	10/12/2023	29.94
CONSUMERS ENERGY	203164116174	231 WILCOX PKWY (08/21/23-09/10	10/12/2023	10/12/2023	60.68
CONSUMERS ENERGY	201364116175	221 WILCOX PKWY (08/21/23-09/10	10/12/2023	10/12/2023	35.72
CONSUMERS ENERGY	201364116176	332 WITBECK DR (08/21/23-09/11	10/12/2023	10/12/2023	39.11
CONSUMERS ENERGY	201809040256	203 W 4TH ST (08/21/23-09/19/10	10/12/2023	10/12/2023	147.44
CONSUMERS ENERGY	201898027913	1603 N MCEWAN (08/21/23-09/19	10/12/2023	10/12/2023	77.47
CONSUMERS ENERGY	201898027914	1525 N MCEWAN (08/21/23-09/19	10/12/2023	10/12/2023	296.29
CONSUMERS ENERGY	201898027915	305 W STATE (08/21/23-09/19/21	10/12/2023	10/12/2023	30.48
CONSUMERS ENERGY	202076029820	820 CEDAR (08/21/23-09/19/23)	10/12/2023	10/12/2023	46.51
CONSUMERS ENERGY	203054901883	10242 S CLARE AVE (08/21/23-0	10/12/2023	10/12/2023	30.48
CONSUMERS ENERGY	203855841085	202 W FOURTH ST (08/21/23-09/10	10/12/2023	10/12/2023	89.19
CONSUMERS ENERGY	203855841090	202 W 5TH (08/21/23-09/19/23)	10/12/2023	10/12/2023	567.75
CONSUMERS ENERGY	203855841091	207 W 5TH (08/21/23-09/18/23)	10/12/2023	10/12/2023	883.08
CONSUMERS ENERGY	203855841092	601 W 5TH ST (08/21/23-09/19/10	10/12/2023	10/12/2023	29.56
CONSUMERS ENERGY	203855841093	416 W 5TH ST (08/21/23-09/19/10	10/12/2023	10/12/2023	28.79
CONSUMERS ENERGY	204834721873	1532 N MCEWAN (08/21/23-09/19	10/12/2023	10/12/2023	275.32
CONSUMERS ENERGY	204834721874	696 POINT DR (08/21/23-09/19/10	10/12/2023	10/12/2023	40.35
CONSUMERS ENERGY	204834721877	700 SCHOOLCREST (08/21/23-09/10	10/12/2023	10/12/2023	31.25
CONSUMERS ENERGY	204834721878	820 SCHOOLCREST AVE (08/21/23	10/12/2023	10/12/2023	46.81



PAYABLES REPORT FOR COMMISSIONERS

EXP CHECK RUN DATES 10/03/2023 - 10/16/2023 BOTH JOURNALIZED AND UNJOURNALIZED OPEN BANK CODE: CONSO

VENDOR	INVOICE #	DESCRIPTION	Posting Date	Check Run	AMOUNT
CONSUMERS ENERGY	204834721879	604 SCHOOLCREST AVE (08/21/23-10/12/2023	10/12/2023	10/12/2023	31.25
CONSUMERS ENERGY	204834721880	500 SCHOOLCREST (08/21/23-09/10/12/2023	10/12/2023	10/12/2023	28.79
CONSUMERS ENERGY	204834722009	610 W WHEATON #1 (08/21/23-09/10/12/2023	10/12/2023	10/12/2023	28.79
CONSUMERS ENERGY	205902574078	813 INDUSTRIAL DR (08/21/23-09/10/12/2023	10/12/2023	10/12/2023	28.79
CONSUMERS ENERGY	205902574081	405 MAPLE ST (08/21/23-09/18/10/12/2023	10/12/2023	10/12/2023	328.32
CONSUMERS ENERGY	205902574083	510 N MCEWAN (08/21/23-09/19/10/12/2023	10/12/2023	10/12/2023	56.52
CONSUMERS ENERGY	205902574092	507 S MCEWAN (08/21/23-09/19/10/12/2023	10/12/2023	10/12/2023	31.85
CONSUMERS ENERGY	206969907845	3333 DUNLOP (08/21/23-09/19/21/10/12/2023	10/12/2023	10/12/2023	455.12
EMILY SMITH	09232023 PK R	REFUND PAVILION DEPOSIT: LG.	10/03/2023	10/03/2023	50.00
EVOQUA WATER TECHNOLOG	906070847	LAB SUPPLIES - WWTP	10/03/2023	10/03/2023	499.53
FAMILY FARM & HOME	4917/24	4-CYCLE FUEL - WWTP	10/03/2023	10/03/2023	26.99
FIRST NATIONAL BANK OF	4182 10192023	LYON: AIRPORT EVICTION FILING	10/03/2023	10/03/2023	114.40
FIRST NATIONAL BANK OF	3680 10192023	HOWARD: DDA MUSIC	10/03/2023	10/03/2023	32.95
FIRST NATIONAL BANK OF	8077 10192023	SIRPILLA: SOCCER JERSEYS; NIT	10/03/2023	10/03/2023	2,976.53
FIRST NATIONAL BANK OF	8738 10192023	CLARK: FUEL PUMP	10/03/2023	10/03/2023	192.78
FIRST NATIONAL BANK OF	7936 10192023	SIMMER: SUPPLIES (REC & PARK)	10/03/2023	10/03/2023	2,338.61
GALLS, LLC	025730105	LG. JUMP BAG - PD	10/03/2023	10/03/2023	225.00
GARY L TODD	10032023-GT	AIRPORT MANAGER SERVICES	10/03/2023	10/03/2023	1,325.50
GRANT TOWNSHIP TREASUR	09262023	2022 PROPERTY TAX COLLECTION	10/03/2023	10/03/2023	10,185.45
HAMILTON ELECTRIC CO IN	0061739	GENERATOR REPAIR - WWTP	10/03/2023	10/03/2023	650.00
JOE HILLIKER	09162023-PK R	REFUND PAVILION DEPOSIT: SM.	10/03/2023	10/03/2023	25.00
MAURER'S TEXTILE RENTA	2761019	YODER UNIFORMS - DPW	10/03/2023	10/03/2023	33.85
MICHIGAN ASSESSING COAI	1009	ASSESSING SERVICES: SEPT 2023	10/08/2023	10/08/2023	2,917.00
NEVILL, BERNARD & TERR	09/20/2023	UB refund for account: WLCX-C	10/03/2023	10/03/2023	146.73
PAT HUMPHREY	10032023-PH	ELECTRONIC COMMUNICATION SERV	10/03/2023	10/03/2023	25.00
PERCEPTIVE CONTROLS INC	16262	ENGINEERING SERVICES: WTP UPG	10/03/2023	10/03/2023	4,100.00
PK CONTRACTING	234137-01	PAVEMENT STRIPING - STREETS	10/03/2023	10/03/2023	5,185.00
PRO COMM INC	47079	3 MOTOROLA BATTERIES; SPEAKER	10/03/2023	10/03/2023	571.00
R.W. MERCER CO. INC.	238617	DSL INTERSTITIAL SENSOR TESTI	10/03/2023	10/03/2023	242.00
ROBERT BONHAM	10032023-RB	ELECTRONIC COMMUNICATION SERV	10/03/2023	10/03/2023	25.00
SEITER BROTHERS LUMBER	103634	REDI MIX MORTAR (320#); 12 PA	10/03/2023	10/03/2023	44.64
SEITER BROTHERS LUMBER	103639	REDI MIX MORTAR (320#) - STRE	10/03/2023	10/03/2023	30.36
SEITER BROTHERS LUMBER	103681	4X4-12' TREATED POST - N. RAI	10/03/2023	10/03/2023	23.88
SHERWIN WILLIAMS CO	9703-5	25 GAL PAINT; 2 PAINT BRUSHES	10/03/2023	10/03/2023	248.71
STITCHES FOR BRITCHES	1623	SEW ON PATCHES - PD (BRENDAN	10/03/2023	10/03/2023	12.00
TIFFANY EDMONDS	09162023 PK R	REFUND PAVILION DEPOSIT: LG S	10/03/2023	10/03/2023	25.00
USA BLUE BOOK	INV00142356	3 BLUE-WHT TUBE ASSEMBLY'S -	10/03/2023	10/03/2023	256.77
VERNON TOWNSHIP	09262023	2022 PROPERTY TAX COLLECTION	10/03/2023	10/03/2023	8,061.98
Sub Total:					53,304.80

COMMISSION APPROVAL:

AGENDA REPORT

TO: Mayor Pat Humphrey & Clare City Commissioners
FROM: Diane Lyon, City Clerk
DATE: September 27, 2023
RE: *Professional & Education Training Opportunities

For the Agenda of October 2, 2023

***Note: This is a Consent Agenda item and is considered 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 October 2, 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 including 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.
3. Middle Michigan Development Corporation. MMDC invites you to register for the 2023 Mt. Pleasant Area Economic Outlook Luncheon: State of the Community address to be held on October 3, 2023, 11 a.m. – 1 p.m. at the Mt. Pleasant Marriott.

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.gov

Education & Events

[Home](#) | [Education & Events](#) | [League Calendar](#)

League Calendar

[Sign up to receive the Leading Edge Newsletter](#)

[Training Registration Policies](#)

[Convention Registration Policies](#)

[Capital Conference Registration Policies](#)

For **Human Resources-related trainings and seminars**, League members can attend programs hosted by the American Society of Employers (ASE) at the ASE member rate. Visit www.aseonline.org for a calendar of their events.

DATE	EVENT	LOCATION
2023		
Aug 28	LEAGUE EVENT: Live with the League	Virtual
Sep 11	LEAGUE EVENT: Live with the League	Cancelled
Sep 25	LEAGUE EVENT: Live with the League	Virtual
Sep 28	MAMA Municipal Law Program & Annual Meeting	Lansing
Sep 28	PFAS Settlements – Roundtable for Municipalities	Virtual
Oct 9	LEAGUE EVENT: Live with the League	Virtual

Jump to...

[League Calendar](#)

[Convention](#)

[Capital Conference](#)

[U.P. Education Summit](#)

[On-Site Programs](#)

[Elected Officials Academy](#)

[Leading Edge](#)

Resources

[Speaker Resources](#)

Oct 23	LEAGUE EVENT: Live with the League	Virtual
Nov 13	LEAGUE EVENT: Live with the League	Virtual
Nov 16-17	MAM Mayors and Presidents Institute	Frankenmuth
Nov 27	LEAGUE EVENT: Live with the League	Virtual
Nov 30	LEAGUE EVENT: Newly Elected Official Training	Lansing
Dec 11	LEAGUE EVENT: Live with the League	Virtual
Dec 13	LEAGUE EVENT: Newly Elected Official Training	Virtual
2024		
Jan 24	LEAGUE EVENT: Newly Elected Official Training	Sterling Heights
Jan 29- Feb 1	MME Winter Institute	Lansing
Feb 10	LEAGUE EVENT: Newly Elected Official Training	Virtual
Feb 23-24	LEAGUE EVENT: Elected Officials Academy Winter Weekender	Virtual
Mar 12	MAMA Advanced Institute	Lansing
Mar 12-13	LEAGUE EVENT: CapCon	Lansing
Apr 6	LEAGUE EVENT: Newly Elected Official Training	Virtual
Jun 21-22	MAMA-GLS Joint Meeting	Mackinac Island
Aug 7-9	MAM Summer Workshop	Big Rapids
Sep 11-13	LEAGUE EVENT: Convention	Mackinac Island
Sep 28	MAMA Fall Law Program	Lansing
Nov 30	LEAGUE EVENT: Newly Elected Officials Academy	Lansing
Dec 13	LEAGUE EVENT: Newly Elected Officials Academy	Virtual

2025



PFAS Settlements - Roundtable for Municipalities

Date & Time	Sep 28, 2023 12:30 PM in Eastern Time (US and Canada)
Description	<p>Join us to learn more about the settlements that 3M, Dupont, and other associated chemical companies have proposed to water utilities. In June 2023, 3M and DuPont proposed settlements of claims by public water suppliers affected by PFAS contamination. Virtually all public water systems that have PFAS detections in at least one of their supply sources, or are required to test for it under UCMR5, will be eligible to receive funds to recover clean-up costs, but the process is likely to be complex.</p> <p>In the session, SL Environmental Law Group's senior partner Ken Sansone will:</p> <ul style="list-style-type: none">• Share settlement details and anticipated timelines.• Explain the complexities of the settlement claims process and how to avoid potentially costly mistakes.• Answer attendees' questions. <p>What You'll Learn:</p> <ul style="list-style-type: none">• What to consider when deciding if you should participate in the settlement or opt-out.• Steps to take to access settlement funds.• How to protect your municipality from making potentially costly mistakes.

Meeting Registration

First Name*

This field is required.

Last Name*

Email Address*

Information you provide when registering will be shared with the account owner (<https://support.zoom.us/hc/en-us/articles/360059564372-In-Product-Privacy-Notifications>) and host and can be used and shared by them in accordance with their Terms and Privacy Policy.

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2023 MAM Mayors and Presidents Institute

2023 MAM Mayors and Presidents Institute **November 16-17, 2023** **The Bavarian Inn Lodge, Frankenmuth, MI**

The Michigan Association of Mayors (MAM) is hosting its biennial Mayors and Presidents Institute on November 16-17, 2023, at the Bavarian Inn Lodge in Frankenmuth. The event will include sessions on the role of the mayor/village president, the mayor/president and manager relationship, core policies like the Open Meetings Act (OMA), parliamentary procedure, and more. The Mayors and Presidents Institute will provide both new and seasoned officials with essential skills and knowledge to help them serve their communities. Attendees will also enjoy invaluable networking time to foster relationships among peers.

Agenda

Thursday, November 16

5:30 – 9:00 pm: Networking Dinner & Sessions

Friday, November 17

9:00 am – 3:45 pm: Sessions & Networking Lunch

Cost Per Person:

MAM Members: \$205 Early Bird Rate (cutoff is 10/19/23)

\$230 if registering after 10/19/23

Nonmembers: \$275 Early Bird Rate (cutoff is 10/19/23)

\$315 if registering after 10/19/23

Includes 2024 MAM membership for mayors, village presidents, and township supervisors of Michigan communities that are members of the Michigan Municipal League

Workshop Location:

The Bavarian Inn Lodge
1 Covered Bridge Lane
Frankenmuth, MI 48734

Registration

To register online, login to the right, and then click the "Register Myself" or "Register Someone Else" button below. Registration and cancellation deadline is **November 9 at 5:00 pm**.

[Click here](#) for a faxable registration form.

Housing Reservations:

The Bavarian Inn Lodge

Housing reservations can be made via phone or website. To book reservations via phone please call (855) 652-7200 and use the group code **13J6ZV**.

To book reservations online please visit [this link](#) and use group code **13J6ZV**

Group housing cutoff for the MAM room block is set for **November 2, 2023**.

When: 11/16/2023 - 11/17/2023

Where: The Bavarian Inn Lodge
1 Covered Bridge Lane
Frankenmuth, MI 48734

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Event Calendar

APA Events
MAP Events
Emerging Planning Professional
MAP Network & Learn

On Site Workshops
Other Events
Partner Events

September 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14 ● Oakland County Virtual Trainin ...	15 ● EPP Coffee Hour	16
17	18	19 ● Inclusive Transportation - Re ...	20	21 ● Framing the Coastal Resilience ...	22	23
24	25	26	27	28 ● MIC's Asset Management Readine ...	29 ● SMAP Kick-Off and Networking	30

Quick Links

- [Planning Michigan Conference Registration](#)
- [Thank you Corporate Members](#)
- [Donate to MAP](#)
- [Contact MAP Staff](#)

Upcoming Events

- Fri Sep 29, 2023

[SMAP Kick-Off and Networking](#)

Category: MAP Events
- Mon Oct 2, 2023

[MSHDA Housing TIF Training for Consultants](#)

Category: Other Events
- Wed Oct 4, 2023

[Planning Michigan Annual Conference](#)

Category: MAP Events
- Fri Oct 6, 2023

[MSHDA Housing TIF Training for Developers](#)

Category: Other Events
- Mon Oct 9, 2023

[MSHDA Housing TIF Training for Municipalities/Brownfield Redevelopment Authorities](#)

Category: Other Events

[View Full Calendar](#)



Event Calendar

Inclusive Transportation – Rethinking Transportation Planning and Engineering

Tuesday, September 19, 2023
1:30 PM - 3:00 PM EDT
Category: APA Events

Participants of this live webinar are eligible for 1.5 AICP CM credits.

In June 2023, Maryland Governor Wes Moore, declared “in each of America’s most influential cities and states, policymakers developed a strategic plan to make transportation accessible for all and they executed it. We must expand transportation options across our state to ensure all Marylanders can get from where they live to where opportunity lies no matter their background, zip code, or income.”

How are accessible transportation plans created and successfully executed? They start by serving people over cars and disrupting the status quo of the transportation industry. They look at the past injustice that transit projects created while elevating current practices to do the hard work involved in making safer and more useful systems. [Veronica Davis](#), author of *Inclusive Transportation: A Manifesto for Repairing Divided Communities*, and [Lynn Peterson](#), author of *Roadways for People: Rethinking Transportation Planning and Engineering*, will share their decades of collective transportation experience in this webinar. Learn about the speakers’ proposed solutions for more equitable and people-centered transit systems.

[Find out more and register for this free webinar.](#)

This webinar is presented in partnership with the Smart Growth Network.

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Event Calendar

MIC's Asset Management Readiness Scale (AMRS)

Thursday, September 21, 2023
1:30 PM - 2:30 PM EDT
Category: Other Events



The MIC is pleased to be hosting its **fifth** installment of **AM in the AM** (Asset Management in the Morning) on **September 21st at 10:30 am EST**. These sessions are specifically designed for the infrastructure consultant community working with public infrastructure owners and we invite you to continue our asset management partnership by joining as a valued vendor.

This special 1-hour event will focus on the **MIC's Asset Management Readiness Scale (AMRS)** and how it can help you work with community infrastructure owners across the State. The AMRS is a free Excel tool that can be used to conduct a gap assessment of public infrastructure owner's asset management practices and identify future state goals. (For more information on the AMRS, please visit [AM Readiness \(michigan.gov\)](#).)

[**Register now!**](#)

[Download as iCal file](#)

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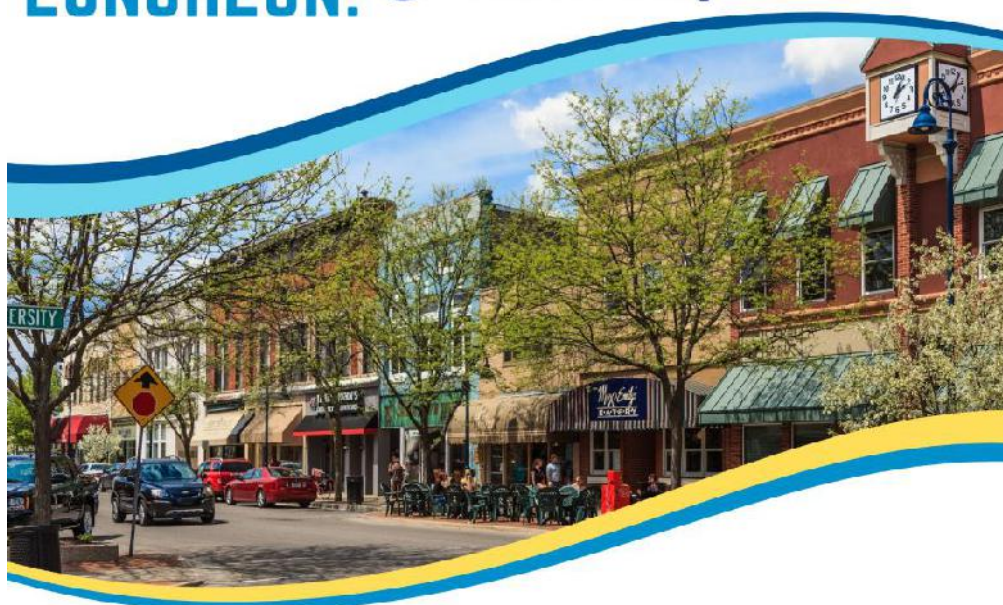
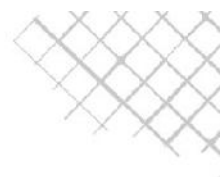


MIDDLE MICHIGAN DEVELOPMENT CORPORATION

Register for the 2023 Mt. Pleasant Area Economic Outlook Luncheon: State of the Community

October 3rd, 11 am - 1 pm

ECONOMIC OUTLOOK LUNCHEON: State *of the* Community



**OCTOBER 3
11 AM - 1 PM**

**COURTYARD
BY MARRIOTT
MT. PLEASANT**

**\$40 MEMBERS
\$50 NON-MEMBERS**



PRESENTED BY:



ECONOMIC OUTLOOK LUNCHEON: State of the Community

OCTOBER 3, 2023 • COURTYARD BY MARRIOTT AT CMU • 11:00 AM

SPEAKERS



Allison Arnold
Executive Director of Rural Health Equity Institute
Central Michigan University



Tim Hood
President
Mid Michigan College



Doug Ouelette
Chief Community Banking Officer
Mercantile Bank



Erin Strang
President & CEO
Central Michigan University Research Corporation (CMURC)



Aaron Desentz
City Manager
City of Mt. Pleasant



Nicole Frost
County Administrator
Isabella County



Brian Smith
Economic Development Director
Migizi Economic Company



Mark Stuhldreher
Township Manager
Charter Township of Union

PRESENTED BY:



Join us and our partners at the Mt. Pleasant Area Chamber of Commerce and the Mt. Pleasant Area Convention and Visitors Bureau for this event at the Courtyard Marriott at CMU.

Register



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