

Southgate City Council Agenda

Council Chambers

14400 Dix-Toledo Rd., Southgate, Michigan 48195

Wednesday March 2, 2022

6:30pm **Work Study Session**

1. Officials Reports
2. Discussion of Agenda Items

7:00 pm **Regular Meeting**

Pledge of Allegiance

Roll Call: Colovos, Farrah, George, Graziani, Kuspa, Rauch, Zamecki

Minutes:

1. Work Study Session Minutes dated February 16, 2022
2. Regular City Council Meeting Minutes dated February 16, 2022

Scheduled Persons in the Audience:

Consideration of Bids:

1. Letter from Mayor; Re: Purchase and Delivery of Trees Page 2

Scheduled Hearings:

Communications "A" –

1. Letter from Mayor; Re: Purchase of 1 Ordinance Officer Vehicle Page 6
(WAIVER OF BID)
2. Memo from Parks & Rec. Dir.; Re: Golf Course Equipment Auction Page 11
3. Letter from Mayor; Re: Appointments to Boards and Commission Page 12

Communications "B" – (Receive and File)

1. Drinking Water Asset Management Grant Agreement - \$599,219.00 Page 13

Ordinances:

Old Business:

New Business:

Unscheduled Persons in the Audience:

Claims & Accounts: Warrant #1444 \$2,214,832.90

Adjournment:



Janice M. Ferencz, City Clerk

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

- CITY COUNCIL -

ZOEY KUSPA
Council President

CHRISTIAN GRAZIANI

BILL COLOVOS

MARK FARRAH

KAREN E. GEORGE

PHILLIP J. RAUCH

DALE W. ZAMECKI

February 24, 2022

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase and Delivery of Trees

Ladies and Gentlemen:

It is recommended by the Acting DPS Director and I concur, that we award this contract to Schichtel's Nursery, Inc., Springville, NY.

The cost for the Purchase and Delivery of trees will be paid for out of various funds available through the DPS and Water and Sewer Budgets for this purchase.

Your favorable consideration to this recommendation would be greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

JGK/law

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

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PHILLIP J. RAUCH

DALE W. ZAMECKI

MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: February 24, 2022

RE: Recommendation for Purchase and Delivery Trees

I have reviewed the above with the Acting DPS Director and concur with his recommendation to award this bid to, Schichtel's Nursery Inc. Springville NY.

Adequate funds will be available through the DPS and Water and Sewer Budgets for this purchase.

From the Desk of:
Kevin Anderson
Acting Director, D.P.S.
February 23, 2022

To: Dustin Lent
Finance Director

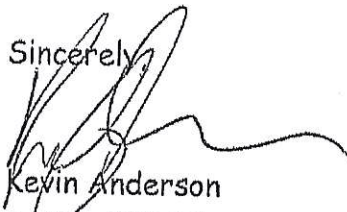
Re: Bid Recommendation for Purchase and Delivery of Trees

I respectfully request to award the bid for Purchase and Delivery of Trees to Schichtel's Nursery, Inc., 7420 Peters Road, Springville, NY 14141. They are our current contractor and have provided excellent service to the city. They are also the lowest bidder for this contract.

Schichtel's Nursery, Inc. 7420 Peters Road Springville, NY 14141
--

If you have any questions, please contact me.

Sincerely,


Kevin Anderson
Acting DPS Director

KA/sd
Bid Tabulation attached

2022 Purchase and Delivery of Trees

Purchase of Trees 2022	Schichtel's	Lake County	Chestnut Ridge
Commemoration Sugar Maple	142	176	169
Heritage River Birch	130	N/A	138
Magnifica Hackberry	142	N/A	169
Red Bud	N/A	142	166
Perkins Pink Yellowwood	154	N/A	166
Magyar Ginkgo	174	157	180
Emerald City Tuliptree	142	185	196
Excalmation London Planetree	140	158	124
Scarlet Oak	140	160	180
Glenleven LittleLeaf Linden	130	N/A	157
Accolade Elm	130	177	139

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

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Treasurer



City of Southgate

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February 23, 2022

To the Honorable
City Council
Southgate, Michigan 48195

Re: Purchase of 1 Ordinance Officer Vehicle– **Waiver of Bid**

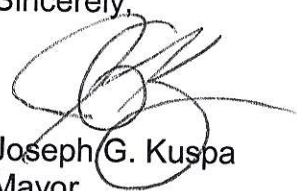
Ladies and Gentlemen:

It is recommended by the Director of Public Safety and I concur, that the bid procedure be waived and to award the purchase of 1 Ordinance Officer Vehicle to Southgate Ford. Southgate Ford has agreed to match the State of Michigan Bid Price in the amount of \$26,128.00.

Funding for this purchase will come from the American Rescue Plan Act (ARPA), the Coronavirus Local Fiscal Recovery Funds.

Your favorable consideration of this matter is greatly appreciated.

Sincerely,


Joseph G. Kuspa
Mayor

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



City of Southgate

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Council President

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BILL COLOVOS

MARK FARRAH

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DALE W. ZAMECKI

MEMORANDUM

TO: The Honorable Mayor and City Council

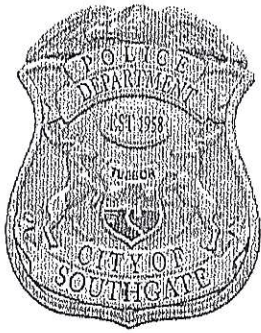
FROM: David Angileri, Assistant City Administrator/Finance Director 

DATE: February 23, 2022

RE: Recommendation for Ordinance Officer Vehicle **(Waiver of Bid)**

I have reviewed the above with the Director of Public Safety, and concur with his recommendation to award this purchase to Southgate Ford, Southgate, Michigan, who has agreed to match the State of Michigan Bid price in the amount of \$26,128.00.

Funding for this purchase will come from the American Rescue Plan Act (ARPA), the Coronavirus Local Fiscal Recovery Funds.



SOUTHGATE POLICE DEPARTMENT MEMO

To: Honorable Mayor Joseph G. Kuspa
From: Joseph Marsh, Director of Public Safety
Re: Request for Waiver of bid/Purchase approval

Date: February 18th, 2022

Dear Mayor,

The Police Department is in need of replacing the Ordinance Officer vehicle. Adequate funding has been set aside by the Finance Director for this purpose.

Southgate Ford has agreed to match the State of Michigan bid pricing for a black 2022 Ford Escape S 4WD vehicle. The total cost per vehicle is \$26,128.00 and is available for immediate delivery.

It is my recommendation that the purchase of one 2022 Ford Escape S AWD Black in color, be awarded to Southgate Ford, 16501 Fort St., Southgate, Michigan in the amount of \$26,180. With your concurrence, I respectfully request this item be placed on the City Council's agenda for the meeting scheduled on March 2nd, 2022 for purposes of a waiver of bid request and purchase approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph L. Marsh".

Joseph L. Marsh

Director of Public Safety

cc: Finance Director, City Administrator, Chief Mydlarz, Public Safety Commission (7), file

SOUTHGATE FORD

February 14, 2022

"The Home Of Quality Sales & Service"

18501 Fort St. • Southgate, MI 48195

Phone: 734-282-3638 • Fax: 734-282-1770

southgateford.com • City of Southgate



14710 Reaume Parkway

Southgate, MI 48195

Attention: Joe Marsh

Director of Public Safety

Dear Joe,

Attached is a copy of the Specs for a 2022 Escape S 4WD that is available and held for the city (pending the outcome of your decision to purchase).

Pricing is based upon the State Bid Award Spec # 0050-4WD of \$22,995 with adjustments made for the following;

2022 Escape S 4WD Price Increase + \$455.00

2022 In-Stock Additional Options + \$705.00

Ford's Government Price Concession (was \$3258, now is \$1300) + \$1958.00

If you buy the "In-Stock" Escape (VIN # 1FMCU9F6XNUA09589) = \$26,113 + \$15.00 (Title fee) = \$26,128.00 Total delivered price. This vehicle is available for immediate delivery.

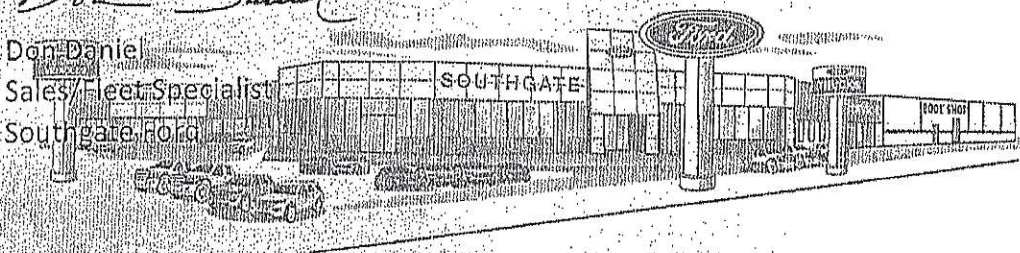
If you order the Standard Equipped 2022 Escape (without the \$705.00 in additional options) = \$25,408 + \$15.00 (Title fee) = \$25,423.00 Total delivered price. Estimated delivery is within 2-6 months.

Sincerely yours

Don Daniel

Sales/Fleet Specialist

Southgate Ford



CNGP530

VIN # IFMCU9F6XN4A09589
 STOCK VEHICLE ORDER CONFIRMATION

02/09/22 13:02:12

Dealer: F48026

Page: 1 of 1

Order No: 0001 Priority: G3 Ord FIN: QD688 Order Type: 5B Price Level: 225
 Ord Code: 100A Cust/Flt Name: CITY OF SGTE PO Number:

09F S AWD RETAIL
 \$27510

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 1245

TOTAL BASE AND OPTIONS 29460

TOTAL 29460

THIS IS NOT AN INVOICE

.106.7" WB

UM AGATE BLACK

V CLOTH BUCKETS

H EBONY

100A EQUIP GRP

996 .1.5L ECO ENGINE NC

448 .8-SPD AUTOTRANS NC

225/65R17 TIRES

FLEET SPCL ADJ NC

51U MINI SP TR/WHL 110

64U 17" ALUM WHEEL 595

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02761



Southgate Parks & Recreation Department

14700 Reaume Parkway

Southgate, MI 48195 (734)258-3035

To: Dustin Lent, City Administrator & David Angileri, Finance Director
From: Julie Goddard, Parks & Recreation Director
Date: February 24th, 2022
Re: Golf Course Equipment Auction

Due to the purchasing of several new pieces of golf course equipment, with funding from our Recreation Millage, the course has a few pieces of equipment that can be auctioned off.

Ryan Szyndlar, our current Grounds Supervisor would like to send the following pieces of equipment to auction.

- 1 - 2003 Jacobsen AR 2500 Rough Mower
- 2 - 1997 Toro 5300-D Fairway Mower
- 3 - 1994 Ryan GA-30 Aerator

Mr Szyndlar will be setting them at an auction price of \$1500.00, but will take no less than \$1000.00. Proceeds from the sale of these pieces will be placed in the Golf Course Repairs and Maintenance Fund.

I appreciate your consideration in this matter.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Julie Goddard".

Julie Goddard

City of Southgate

Parks & Recreation Director

JOSEPH G. KUSPA
Mayor

JANICE M. FERENCZ
City Clerk

CHRISTOPHER P. ROLLET
Treasurer



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PHILLIP J. RAUCH

DALE W. ZAMECKI

February 24, 2022

To The Honorable
Southgate City Council
Southgate, Michigan 48195

Re: Appointments to Boards/Commissions

Ladies and Gentlemen:

Please be advised I have made the following appointments:

Parks & Recreation Commission – for a term expiring April 2022:

Scott Labadie

This appointment fills the vacancy created by Chelsey Burke's resignation.

Plan Commission – for a term expiring December 2024:

Jerry Orman

This appointment fills the vacancy created by the resignation of Scott Labadie who moved to the Parks & Recreation Commission.

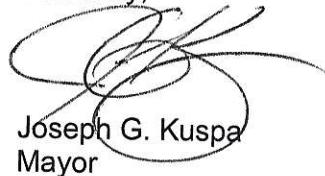
Board of Zoning Appeals – for a term expiring December 2022:

Gary Martin 11250 Hawthorne

This appointment fills the vacancy created by the resignation of Jerry Orman who moved to the Plan Commission.

Your concurrence on these appointments is greatly appreciated.

Sincerely,



Joseph G. Kuspa
Mayor

Cc: City Clerk

NORMA J. WURMLINGER MUNICIPAL BUILDING
14400 DIX-TOLEDO ROAD • SOUTHGATE, MICHIGAN 48195 • 734-258-3022 • FAX: 734-246-1414



DRINKING WATER ASSET MANAGEMENT GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF SOUTHGATE

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

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Public Act 57 of 2019. This Agreement is subject to the terms and conditions specified herein.

Project Name: AMP/DSM
Amount of grant: \$599,219
Amount of match: None required
Start Date: 02/15/2022

Project #: DW-081
State Funding: 100% of grant
PROJECT TOTAL: \$599,219
End Date: 02/15/2025

GRANTEE CONTACT:

Dustin Lent, City Administrator

Name/Title

City of Southgate

Organization

14400 Dix-Toledo Highway

Address

Southgate, MI 48195

Address

(734) 258-3076

Telephone number

dlent@ci.southgate.mi.us

E-mail address

CV0048826

SIGMA Vendor Number

STATE'S CONTACT:

Leanne Hardisty, Departmental Analyst

Name/Title

Finance Division

Division/Bureau/Office

525 W Allegan Street

Address

Lansing, MI 48909

Address

(517) 582-0398

Telephone number

hardistyl@michigan.gov

E-mail address

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

FOR THE GRANTEE:

E-SIGNED by Dustin Lent
on 2022-02-16 10:35:08 EST

Signature

Dustin Lent, City Administrator

Name/Title

2022-02-16 10:35:08 UTC

Date

FOR THE STATE:

Signature

Kelly Green, Administrator

Name/Title

Date

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

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

III. CHANGES

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

(A) The Grantee must complete and submit financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be submitted via the Financial Status Report Form as provided by EGLE, and due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 28
Feb 1 – Feb 28	Mar 31
Mar 1 – Mar 31	April 30
April 1 – April 30	May 31
May 1 – May 31	June 30
June 1 – June 30	July 31
July 1 – July 31	Aug 31
Aug 1 – Aug 31	Sept 30
Sept 1 – Sept 30	Before October 15*
Oct 1 – Oct 31	Nov 30
Nov 1 – Nov 30	Dec 31
Dec 1 – Dec 31	Jan 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering September 1 – September 30. Advance notification regarding the due date for the period

ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the month ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

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

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

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

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

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

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

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

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

VI. USE OF MATERIAL

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

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR, page 16
200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or

in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

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

XIV. DEBARMENT AND SUSPENSION

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

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

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

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

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

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

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

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

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

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

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

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

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

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

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

XXII. IRAN SANCTIONS ACT

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

XXIII. DISCLOSURE OF INFORMATION

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

APPENDIX A

Project Overview:

This project involves work related to the City of Southgate's (Southgate) drinking water Asset Management Plan (AMP) and Distribution System Materials Inventory (DSMI). Field verification will be conducted for a minimum of 370 service lines out of their total of 10,530. This includes potholing on either side of each curb stop and conducting in-building documentation of service line materials.

Southgate's drinking water AMP will be updated based on a comprehensive asset inventory, including other portions of the plan such as condition and criticality assessment, capital improvement planning, and rate structure review.

EGLE approved estimated project costs include:

Task	Budget
AMP	\$210,719
DSMI	\$388,500
Equipment	\$0
Project Cost Subtotal	\$599,219
Total Grant Amount	\$599,219

Program-specific Requirements:

1. Non-professional contractor services should be competitively bid.
2. A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
3. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
4. Eligible equipment purchases with acceptable justification, such as computer hardware or software used directly for asset management or materials assessment, can be reimbursed at 25 percent of the purchase price if the equipment can be used for multiple asset types, at EGLE's discretion. This may include training related to that equipment/hardware/software purchase. If the equipment will be shared with a neighboring community, EGLE will consider reimbursement up to 50 percent of the equipment purchase price. Adequate maintenance and procedures must be developed to keep equipment purchased in good working condition for the entirety of the grant period.

5. Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e. vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 30 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

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

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



DRINKING WATER ASSET MANAGEMENT GRANTS PRIORITY LIST

TOTAL AWARDED AS OF 2/11/22: \$31,064,458

Population	Applicant	EXECUTED GRANT AMOUNT
9,670	Benton Harbor, City of	\$543,024
9,452	Hampton, Charter Twp. of	\$499,343
9,074	Charlotte, City of	\$350,700
1,881	Royal Oak Twp.	\$329,780
8,458	Mason, City of	\$274,800
7,380	River Rouge, City of	\$160,488
2,349	Bronson, City of	\$469,400
9,332	Hastings, City of	\$214,870
8,789	St. Joseph, City of	\$439,765
5,200	Ironwood, City of	\$214,913
2,160	Watervliet, City of	\$113,540
1,208	Baldwin, Village of	\$234,000
470	Kaleva, Village of	\$172,600
8,776	Greenville, City of	\$203,245
4,400	Buchanan, City of	\$68,370
8,305	Hillsdale, City of	\$241,000
7,660	Three Rivers, City of	\$274,775
2,126	Hart, City of	\$406,950
3,188	Hartford, City of	\$375,000
1,316	Brown City, City of	\$340,000
1,740	Berrien Springs, Village of	\$215,000
2,139	West Branch, City of	\$412,624
1,007	Lakeview, Village of	\$185,225
2,683	Chesaning, Village of	\$225,600
4,280	Mt. Morris, City of	\$32,170
2,050	Newaygo, City of	\$86,423
2,054	St. Charles, Village of	\$397,083
3,804	Plainwell, City of	\$269,950
870	Mackinaw City, Village of	\$210,225
2,428	Cass City, Village of	\$146,712
1,865	Fennville, City of	\$260,800
2,040	Quincy, Village of	\$240,100
2,400	Spring Lake, Village of	\$18,000
1,599	Union City, Village of	\$191,760
1,914	Bessemer, City of	\$458,994

4,568	Negaunee, City of	\$466,171
9,132	Plymouth, City of	\$347,115
8,876	Beecher Metropolitan District	\$409,372
7,349	Hudsonville, City of	\$349,500
6,976	St. Louis, City of	\$374,722
6,103	Carrollton Twp.	\$611,398
6,100	Manistee, City of	\$606,932
5,850	St. Clair River Water Authority	\$372,555
4,110	Algonac, City of	\$455,240
2,835	Marquette County - KI-Sawyer	\$369,800
2,526	Sandusky, City of	\$414,213
2,422	Croswell, City of	\$323,756
2,217	Hudson, City of	\$296,024
2,011	Auburn, City of	\$229,301
1,803	Howard City, Village of	\$189,668
10,806	Highland Park, City of	\$459,040
22,105	Ferndale, City of	\$399,700
16,347	Hazel Park, City of	\$299,292
57,236	Royal Oak, City of	\$252,133
29,654	Oak Park, City of	\$436,347
14,236	Harper Woods, City of	\$322,970
14,380	Owosso, City of	\$460,021
60,922	St. Clair Shores, City of	\$473,750
37,213	Muskegon, City of	\$898,840
10,856	Muskegon Heights, City of	\$615,900
23,313	Hamtramck, City of	\$188,315
63,398	Pontiac, City of	\$456,600
700,000	Detroit Water and Sewerage	\$154,000
48,000	Roseville, City of	\$569,543
63,131	Taylor, City of	\$387,150
11,269	Sturgis, City of	\$283,200
27,216	Allen Park, City of	\$53,200
94,000	Livonia, City of	\$425,900
25,044	Wyandotte Water Department	\$98,800
30,627	Brownstown, Charter Twp. of	\$588,369
1,616	Ovid, City of	\$240,339
1,327	Saranac, Village of	\$158,240
1,245	Pinconning, City of	\$219,910
1,075	Roscommon, Village of	\$183,719
1,004	Port Austin Area Sewer and Water Authority	\$548,950
328	Tilden Twp.	\$108,200
51,000	Battle Creek, City of	\$155,014
3,227	Norway, City of	\$371,296

74,000	Rochester Hills, City of	\$707,180
36,517	Lincoln Park, City of	\$562,637
29,088	Southgate, City of	\$599,219
13,498	Wixom, City of	\$437,417
12,484	Woodhaven, City of	\$418,544
10,355	Cadillac, City of	\$524,056
9,299	Berlin Twp.	\$489,552
8,257	Center Line, City of	\$400,000
7,800	Brighton, City of	\$218,564
5,300	St. Clair, City of	\$210,142
4,121	Lathrup Village, City of	\$232,135
2,980	Bad Axe, City of	\$260,058
2,870	Rogers City, City of	\$444,645
2,204	Baraga, Village of	\$166,344
1,285	Bellevue, Village of	*in progress
30,000	Port Huron, City of	*in progress
26,833	Harrison, Charter Twp. of	*in progress
26,000	Mt. Pleasant, City of	\$492,231
6,600	Ishpeming, City of	*in progress
2,479	Forsyth Twp.	*in progress
1,890	Capac, Village of	*in progress
1,556	Three Oaks, Village of	*in progress
1,550	Montrose, City of	*in progress
1,243	Coleman, City of	
1,100	Carson City, City of	
134,056	Warren, City of	
97,513	Clinton, Charter Twp. of	
23,989	Romulus, City of	
15,879	Huron Twp.	
14,480	Fraser, City of	
10,412	Grand Haven, City of	
7,854	Grand Ledge, City of	
7,754	Ash Twp.	
4,998	Allegan, City of	
4,549	Hancock, City of	
3,735	Boyne City, City of	
2,712	Douglas, City of	
2,064	Leoni Twp.	
1,885	Bangor, City of	
1,620	Elk Rapids, Village of	
1,422	Stanton, City of	
1,214	Portage, Charter Twp. of	
1,100	Athens, Village of	

1,851	Leslie, City of	
10,312	Melvindale, City of	
8,000	Albion, City of	
3,110	Clare, City of	
20,472	Birmingham, City of	
2,040	Shelby, Village of	
2,706	Whitehall, City of	
51,508	Saginaw, City of	
1,100	Harrison, City of	
3,500	Middleville, Village of	
32,000	East Lansing, City of	
9,932	Flat Rock, City of	
7,160	Rockford, City of	
2,479	Montague, City of	
1,200	Edmore, Village of	
9,232	Howell, City of	
5,000	Benton Charter Twp.	
45,192	West Bloomfield Twp.	
5,900	Belding, City of	
5,874	Richmond, City of	
3,750	Ontonagon, Village of	
856	Mendon, Village of	
1,800	Cassopolis, Village of	
18,405	Mt. Clemens, City of	
8,599	Menominee, City of	
1,572	Grass Lake, Village of	
103,527	Kalamazoo, City of	
880	Onaway, City of	
947	Onsted, Village of	
1,086	Bellaire, Village of	
8,100	Zeeland Board of Public Works	
353	Elberta, Village of	
101,000	Dearborn, City of	
1,525	Schoolcraft, Village of	
12,223	Escanaba, City of	
612	Muir, Village of	
2,526	Pleasant Ridge, City of	
11,770	Emmett Charter Twp.	
10,601	Big Rapids, City of	
1,830	Decatur, Village of	
329,000	Grand Rapids, City of	
27,692	Garden City	
775	Vermontville, Village of	

125,000	Ann Arbor, City of	
13,946	Bangor, Charter Twp. of	
4,715	Dexter, City of	
2,694	Ishpeming Twp.	
1,500	Richland Twp	
950	Mayville, Village of	
824	Lyons, Village of	
649	Sheridan, Village of	
581	New Lothrop, Village of	
650	Bessemer Twp.	
7,683	Milan, City of	
16,135	Grosse Pointe Woods, City of	
72,893	Waterford Twp.	
42,000	Midland, City of	
12,930	Union, Charter Twp. of	
11,845	Clawson, City of	
8,725	Petosky, City of	
4,077	Williamston, City of	
3,300	Gogebic Range Water Authority	
2,931	Fowlerville, Village of	
1,722	Crystal Falls Twp.	
900	Chassell Twp.	
858	Ubly, Village of	
15,000	Traverse City, City of	
15,000	Traverse City, City of	
15,000	Traverse City, City of	
11,300	South Lyon, City of	
5,557	Swartz Creek, City of	
3,936	Portland, City of	
3,700	Munising, City of	
1,730	Armada, Village of	
1,012	Saugatuck, City of	
680	Maple Rapids, Village of	
525	Northport, Village of	
497	Benzonia, Village of	
218	Powell Twp.	
175	Mathias Twp.	
7,000	Marshall, City of	
14,689	Sault Ste. Marie, City of	
14,689	Sault Ste. Marie, City of	
2,457	L'Anse, Village of	
10,451	Beverly Hills, Village of	
9,592	Ludington, City of	

7,708	Houghton, City of	
3,750	Romeo, Village of	
1,720	Adams Twp.	
200	Interior Twp.	
4,003	Wayland, City of	
5,970	Northville, City of	
33,000	St. Joseph, City of: Application 2	
700	Republic Twp.	
4,400	Coopersville, City of	
7,620	Iron Mountain, City of	
1,426	Newberry, Village of	
4,500	Gibraltar, City of	
1,875	Marlette, City of	
47,078	Redford, Charter Twp of	
21,000	Allendale Charter Twp.	
9,549	Sumpter Twp.	
9,066	Clay Twp.	
8,664	Bay County Department of Water and Sewer	
6,567	Kinross Charter Twp.	
5,200	Springfield, City of	
5,178	Ira Twp.	
3,910	Marquette, Charter Twp. of	
3,831	Roosevelt Park, City of	
3,786	North Muskegon, City of	
2,412	Pinckney, Village of	
1,655	Nashville, Village of	
1,106	Lexington, Village of	
1,208	Pigeon, Village of	
5,421	Grosse Pointe, City of	
10,813	Coldwater Board of Public Utilities	
7,130	Rochester, City of	
9,383	Alma, City of	
90,000 +	Macomb Twp	
78,000	Shelby Twp.	
28,000	Van Buren Twp.	
22,000	Auburn Hills, City of	
14,970	Berkley, City of	
11,038	Negaunee-Ishpeming Water Authority	
9,850	Tittabawassee Twp.	
5,187	Alpena Twp.	
2,906	Vicksburg, Village of	
2,500	Galesburg, City of	
2,028	Corunna, City of	

1,871	Lawton, Village of	
7,900	St. Johns, City of	
3,097	Manistique, City of	
48,582	Monroe, City of	
11,929	New Baltimore, City of	
~42,000	Plainfield Charter Twp.	
22,522	Summit Twp.	
9,898	Fort Gratiot Charter Twp.	
1,997	Mattawan, Village of	
1,675	South Rockwood, Village of	
1,668	Homer, Village of	
1,173	Colon, Village of	
1,149	Marcellus, Village of	
507	Ely Twp.	
9,512	Ecorse, City of	
4,867	Cheboygan, City of	
34,602	Southwest Michigan Regional Sanitary Sewer and Water Authority	
43,934	Portage, City of	
11,050	Grosse Pointe Park, City of	
10,371	Grosse Ile Twp.	
5,340	Eaton Rapids, City of	
4,396	Gladstone, City of	
4,385	St. Ignace, City of	
3,956	Otsego, City of	
3,908	Pennfield Charter Twp.	
3,559	Cottrellville Twp	
3,029	Iron River, City of	
2,180	Perry, City of	
2,100	Niles Charter Twp	
1,500	Lockport Twp.	
900	Augusta, Village of	
578	Sunfield, Village of	
200	Grant Twp.	
863	Pentwater, Village of	
500	Torch Lake Twp.	
385 (of 550)	Ford River Twp.	
952	Central Lake, Village of	
450	Crystal Mountain Resort	
3,805,927	Great Lakes Water Authority	
2,318	Wakefield, City of	
1,500	Lake Linden, Village of	
936	Westphalia, Village of	

874	Suttons Bay, Village of	
<500	Houghton County	
1,330	Osceola Twp	
200	Skandia-West Branch Townships Water Authority	
803	Springport, Village of	
600	McMillan Twp.	
553	Sand Lake, Village of	
475	Pewamo, Village of	
470	Richmond Twp.	
380	Rudyard Twp.	
250	Germfask Twp.	
198	Minden City, Village of	