

**VILLAGE OF NEWBERRY
VILLAGE COUNCIL MEETING
Tuesday, September 17, 2019
Meeting Location: 302 East McMillan Ave
Meeting Time: 6:00 p.m.**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

1. Village Council – Regular Session – Tuesday, August 20, 2019 at 6:00 p.m.
2. Village Council – Special Session – Wednesday, August 28, 2019 at 10:00 a.m..

6. VILLAGE PRESIDENT ANNOUNCEMENTS

1. None Prescheduled

7. PUBLIC COMMENTS ON AGENDA ITEMS – Prior to consideration of official business, citizens may speak to a subject on today's agenda. Please limit comments to 3 minutes.

1. None Prescheduled

8. SUBMISSION OF BILLS AND FINANCIAL UPDATES

1. Village of Newberry – Monthly Bills – August 2019

101	General Fund	\$14,326.19
203	Local Street Fund	\$23.98
213	Fire Revolving Fund	\$23,824.48
409	TORC	281.97
418	Atlas Park Fund	\$1,396.96
590	Sewage Receiving Fund	\$36,503.97
Total:		\$76,357.55

2. Water & Light – Monthly Bills – August 2019

582	Electric Fund	\$92,903.70
591	Water Fund	\$12,742.55
Total:		\$105,646.25

Save the Bells – as of 08/31/2019 \$12,776.89

3. Treasurer's Report – August 2019

4. Request for Disbursement of Funds – Stormwater / Asset Management / Wastewater (SAW) Grant Program

- a. Request #15 – August 1, 2019 – August 31, 2019 – Total: \$2,083.94
 - i. C2AE Invoice #68582: \$1,801.36
 - ii. C2AE Invoice #68583: \$282.58

- 9. PETITIONS AND COMMUNICATIONS** – Communications addressed to the Village Council are distributed to all members and are acknowledged for information or are referred to a committee or staff for follow-up.

1. Newberry Chamber of Commerce – 2019 Legislative Luncheon

10. INTRODUCTION AND ADOPTION OF RESOLUTIONS AND ORDINANCES

1. Resolution: 2019 State Trunkline Maintenance on Behalf of Michigan Department of Transportation
 - a. Required by State of Michigan every 5 years to process payments
2. Resolution: Revising Signatory for all Village Bank Accounts
3. Ordinance: Prohibition of Marihuana Establishments in the Village of Newberry
 - a. Planning Commission recommendation to add a sunset provision of 1-year from date of adoption

11. UNFINISHED BUSINESS

1. None Prescheduled
2. Public Comment From Previous Meeting

12. NEW BUSINESS

1. Steven H. Schwartz, Keller Thoma - Proposal
2. Budget Amendments – General, Major Streets, Local Streets, Electric, Sewer, Water Funds
3. Newberry Fire Department & Columbus Township Fire Department Mutual Aid Agreement
4. Audit Completion
5. Consent Agenda
6. AT&T Pole Rental
7. Advertising for Letters of Interest for WL Board –
 - a. 1 At-Large Elector position eligible: Term: November 1, 2019-October 31, 2022
8. Budget Preparation for 2020
9. Wendling Report/ Schwartz Report
10. Confidential Legal Memo from Village Attorney – Possible Closed Session

13. REPORTS OF BOARDS

1. Water & Light Board Meeting from Tuesday, September 10, 2019
2. Planning Commission Meeting from Monday, August 26, 2019
 - a. Request for \$2,700 be added to 2020 budget for professional and contractual services to be used for zoning.

14. REPORTS OF COMMITTEES

No reports scheduled from the following committees for the August 20, 2019 meeting: Finance; Planning Committee; Union Committee; Fire/Police Committee; DPW/ WWTP Committee; Ordinance Committee; and Parks and Recreation Committee.

1. 41 Lumber Ad Hoc Committee
2. Management Committee
 - a. Code of Conduct for Elected Officials – Committee requests approval

15. REPORTS OF VILLAGE OFFICERS & MANAGEMENT – The following may submit reports or information to the Village Council as updates and consideration.

1. Fire Chief
2. Ordinance Enforcement Officer
3. Director of Human Resources & Community Engagement

- a. FOIA Status Report
- 4. Superintendent of Wastewater Treatment Plant
- 5. Superintendent of Water & Light
- 6. Assistant Village Manager
- 7. Superintendent of Parks & Recreation
- 8. Village Manager

16. PUBLIC COMMENTS – At the conclusion of the official business and public hearings, the agenda provides for public comment on any other matters citizens may wish to bring to the attention of the Village Council. Please limit comments to 3 minutes.

- 1. Assignment of Public Comment Response

17. COMMENTS BY COUNCIL MEMBERS

18. ADJOURNMENT - REGULAR SESSION

GL Number	Vendor	Inv. Line Desc	Invoice Desc.	Amount
Fund 101 General Fund				
Dept 101 VILLAGE COUNCIL				
101-101-915.000	NO MICH PUBLIC SERVICE ACADEMY PROG	MEMBERSHIPS & SUBSCRIPTIONS	MEMBERSHIP DUES	140.00
Total For Dept 101 VILLAGE COUNCIL				140.00
Dept 172 VILLAGE MANAGER				
101-172-850.000	VERIZON	906-291-0530	ACCOUNT NUMBER 942077532-00002	10.77
101-172-850.000	VERIZON	906-291-1223	ACCOUNT NUMBER 942077532-00003	7.04
Total For Dept 172 VILLAGE MANAGER				17.81
Dept 201 ADMINISTRATIVE				
101-201-752.000	NATIONAL OFFICE PRODUCTS	OFFICE SUPPLIES	PAPER	9.87
101-201-752.000	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	CLIPBOARDS	16.45
101-201-752.100	NATIONAL OFFICE PRODUCTS	OPERATING SUPPLIES	PAPER	16.99
101-201-752.100	FOSTER HARDWARE	OPERATING SUPPLIES	KEYS	5.98
101-201-752.100	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	BATTERIES	18.39
101-201-801.000	FAIR, ALMA	PROFESSIONAL & CONTRACTUAL	OFFICE CLEANING	100.00
101-201-850.000	VERIZON	FAX	ACCOUNT NUMBER 942077532-00001	11.43
101-201-850.000	VERIZON	906-291-0606	ACCOUNT NUMBER 942077532-00002	21.69
101-201-850.000	VERIZON	906-293-5681	ACCOUNT NUMBER 942077532-00003	36.48
101-201-850.000	HTC-HIAWATHA TELEPHONE CO	JAMADOTS INTERNET	ACCT 00042108-7	47.50
101-201-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	1,136.30
101-201-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	3,168.00
Total For Dept 201 ADMINISTRATIVE				4,589.08
Dept 223 AUDIT & LEGAL EXPENSE				
101-223-801.200	YOUNG, GRAHAM & WENDLING, P.C.	LEGAL	LEGAL COUNCIL	98.25
Total For Dept 223 AUDIT & LEGAL EXPENSE				98.25
Dept 230 ORDINANCE OFFICER				
101-230-850.000	VERIZON	906-291-0583	ACCOUNT NUMBER 942077532-00002	43.13
101-230-850.000	VERIZON	906-291-1630	ACCOUNT NUMBER 942077532-00003	28.15
Total For Dept 230 ORDINANCE OFFICER				71.28
Dept 253 TREASURER				
101-253-850.000	VERIZON	906-291-1631	ACCOUNT NUMBER 942077532-00003	28.15
Total For Dept 253 TREASURER				28.15
Dept 265 BUILDING & GROUNDS				
101-265-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	737.00
101-265-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	2,054.76
Total For Dept 265 BUILDING & GROUNDS				2,791.76

Dept 441 PUBLIC WORKS

101-441-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	20 CU/FT OXYGEN	23.99
101-441-752.100	RAHILLY IGA	OPERATING SUPPLIES	SOAP	7.58
101-441-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	BATTERY	6.67
101-441-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	AIR HOSE	3.12
101-441-752.100	D & D HOME CENTER	OPERATING SUPPLIES	EXPANSION JOINT	16.45
101-441-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	DRY FLOOR	28.47
101-441-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	SAWZALL BLADE	5.95
101-441-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	HILLMAN FASTENERS	2.76
101-441-752.100	FOSTER HARDWARE	OPERATING SUPPLIES	ACCOUNT NUMBER 942077532-00002	21.57
101-441-850.000	VERIZON	906-291-0136	ACCOUNT NUMBER 942077532-00003	13.51
101-441-850.000	VERIZON	906-293-8531	UVERSE DPW	41.58
101-441-850.000	ATT U.VERSE	TELEPHONE	Total For Dept 441 PUBLIC WORKS	171.65

Dept 524 MOTOR POOL

101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	LARGE ACETYLENE	99.95
101-524-752.100	RAHILLY IGA	OPERATING SUPPLIES	WATER	2.99
101-524-752.100	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	MIG WIRE	81.05
101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	SHADE CUTT/LENS	1.78
101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	#2-1-101 VICTOR	15.90
101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	1"USS NY-LOC/ 1" SAE FLAT	7.86
101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	BLO-MOLD CREEPER	39.99
101-524-752.100	NEALS AUTOMOTIVE PARTS INC	OPERATING SUPPLIES	GRADE 8 BOLTS	13.00
101-524-752.100	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	STEEL GRINDING DISC	14.20
101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	125 CU/FT ARGON	84.99
101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES - RETURN #2-430984	RETURN 125CU/FT ARGON	(84.99)
101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	125CU/FT 75/25	69.99
101-524-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	80Z MARINE STABIL	6.99
101-524-759.000	DANNY'S AUTO VALUE INC	GAS OIL & GREASE	5W30 GFSN SYN OIL	76.46
101-524-759.000	NORTHERN ENERGY INC	GAS OIL & GREASE	OIL 15W40	1,178.75
101-524-759.000	NEALS AUTOMOTIVE PARTS INC	GAS OIL & GREASE	HYD FLUID	114.00
101-524-759.000	BOWMAN GAS COMPANY	GAS OIL & GREASE	PROPANE	26.82
101-524-759.000	WEX BANK - SPEEDWAY UNIVERSAL	GAS OIL & GREASE - PUBLIC WORKS	GAS/FUEL	825.74
101-524-932.000	AMAZON CAPITAL SERVICES	VEHICLE REPAIRS & MAINTENANCE	FORGED BRASS BALL VALVE #44	8.97
101-524-932.000	AMAZON CAPITAL SERVICES	VEHICLE REPAIRS & MAINTENANCE	ANNUAL VEHICLE INSPECTION REPORT AND LABEL	44.00
101-524-932.000	DANNY'S AUTO VALUE INC	VEHICLE REPAIRS & MAINTENANCE	SIDE STUD POST	5.83
101-524-932.000	DANNY'S AUTO VALUE INC	VEHICLE REPAIRS & MAINTENANCE	SIDE MOUNT	(3.05)
101-524-932.000	DANNY'S AUTO VALUE INC	VEHICLE REPAIRS & MAINTENANCE	OIL FILTER	19.70
101-524-932.000	DANNY'S AUTO VALUE INC	VEHICLE REPAIRS & MAINTENANCE	FUEL FILTER	29.47
101-524-932.000	NEALS AUTOMOTIVE PARTS INC	VEHICLE REPAIRS & MAINTENANCE	VALVE STEM	17.85
101-524-932.000	TAHUAMENON AREA CREDIT UNION	VEHICLE REPAIRS & MAINTENANCE	TIRES FOR TOOL CAT	387.90
101-524-932.000	LYNN AUTO PARTS INC.	VEHICLE REPAIRS & MAINTENANCE	LAMP #44	12.58
101-524-932.000	LYNN AUTO PARTS INC.	VEHICLE REPAIRS & MAINTENANCE	OIL FILTER #37	24.28
101-524-932.000	LYNN AUTO PARTS INC.	VEHICLE REPAIRS & MAINTENANCE	BATTERY CABLE LUG #44	10.76
101-524-932.000	LYNN AUTO PARTS INC.	VEHICLE REPAIRS & MAINTENANCE	OIL PAN GASKET	11.49
101-524-932.000	LYNN AUTO PARTS INC.	VEHICLE REPAIRS & MAINTENANCE	OIL FILTER	9.85
			Total For Dept 524 MOTOR POOL	3,155.10

Dept 525 STORM SEWER

101-525-801.000	RANGE TELECOMMUNICATIONS	PROFESSIONAL & CONTRACTUAL	MISSDIGS	2.20
			Total For Dept 525 STORM SEWER	2.20

Dept 528 RUBBISH

101-528-759.000	WEX BANK - SPEEDWAY UNIVERSAL	GAS OIL & GREASE - GARBAGE	GAS/FUEL	177.76
101-528-801.100	WASTE MANAGEMENT	PROFESSIONAL & CONTRACTUAL	RUBBISH DISPOSAL	2,900.53
101-528-851.000	ARISTA INFORMATION SYSTEMS INC	POSTAGE	UB POSTAGE	97.82
101-528-900.000	ARISTA INFORMATION SYSTEMS INC	PUBLISHING & PRINTING	UB BILLING	84.80
			Total For Dept 528 RUBBISH	3,260.91

Total For Fund 101 General Fund

Fund 203 Local Street Fund**Dept 463 ROUTINE MAINTENANCE**

203-463-929.000	FOSTER HARDWARE	REPAIRS & MAINTENANCE	VEGKILLER/TURFBUILDER/STAPLEGUN	23.98
			Total For Dept 463 ROUTINE MAINTENANCE	23.98

Total For Fund 203 Local Street Fund

Fund 213 Fire Revolving Fund**Dept 336 FIRE**

213-336-752.000	KILUSMEYER, BRUCE	OFFICE SUPPLIES	TOTES	50.80
213-336-752.100	SNYDERS DRUG STORE	OPERATING SUPPLIES	BATTERY	3.99
213-336-752.100	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	DETECTORS-SMOKE&CARBON OXIDE	1,255.50
213-336-759.000	WEX BANK - SPEEDWAY UNIVERSAL	GAS, OIL & GREASE - FIRE	GAS/FUEL	308.66
213-336-801.000	PAUL GABERDIEL	PROFESSIONAL & CONTRACTUAL	FIRE FIGHTER 1&2/HAZEMAT OPS	250.00
213-336-801.000	STEVE BERRY	PROFESSIONAL & CONTRACTUAL	STATE REQUIRED FIRE FIGHTER TRAINING 1&2/ HAZEMAT OPS	15,600.00
213-336-850.000	VERIZON	906-293-8141	ACCOUNT NUMBER 942077532-00003	27.06
213-336-850.000	ATT U.VERSE	TELEPHONE	UVERSE FIRE HALL	41.58
213-336-932.000	DANNY'S AUTO VALUE INC	VEHICLE REPAIRS & MAINTENANCE	ANTIFREEZE	30.87
213-336-932.000	FOSTER HARDWARE	VEHICLE REPAIRS & MAINTENANCE	SPRK PLG NGK CMR6H	3.99
213-336-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	1,629.10
213-336-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	4,541.93
213-336-956.000	NEWBERRY NEWS INC	MISCELLANEOUS	THANK YOU AD	81.00
			Total For Dept 336 FIRE	23,824.48

Total For Fund 213 Fire Revolving Fund

Fund 409 TORC**Dept 757 TORC**

409-757-752.100	FOSTER HARDWARE	OPERATING SUPPLIES	ROPE BRAD POLY	27.98
409-757-752.100	FOSTER HARDWARE	OPERATING SUPPLIES	ROPE	13.99
409-757-801.000	UPEA ENGINEER & ARCHITECTS	PROFESSIONAL & CONTRACTUAL	ENGINEERING & ON-SITE INSPECTION	240.00
			Total For Dept 757 TORC	281.97

Total For Fund 409 TORC

Fund 418 Atlas Park Fund
Dept 758 ATLAS PARK

418-758-752.100	FOSTER HARDWARE	OPERATING SUPPLIES	VEGKILLER/TURFBUILDER/STAPLEGUN	34.98
418-758-929.000	FOSTER HARDWARE	REPAIRS & MAINTENANCE	BASKETBALL HOOP	5.98
418-758-977.100	YETI TECH LLC	CAPITAL OUTLAY - EQUIPMENT	DISC GOLF BASKETS	1,000.00
418-758-977.100	NEWBERRY REDI-MIX	CAPITAL OUTLAY - EQUIPMENT	REDI-MIX CONCRETE	356.00
			Total For Dept 758 ATLAS PARK	1,396.96
			Total For Fund 418 Atlas Park Fund	1,396.96

Fund 590 Sewage Receiving Fund
Dept 537 SEWER SYSTEM

590-537-752.000	NATIONAL OFFICE PRODUCTS	OFFICE SUPPLIES	PAPER	9.88
590-537-752.100	PVS TECHNOLOGIES INC	OPERATING SUPPLIES	CREDIT MEMO 29957 REIMBURSE	(412.50)
590-537-752.100	NATIONAL OFFICE PRODUCTS	OPERATING SUPPLIES	PAPER	17.00
590-537-752.100	MAC'S MARKET INC	OPERATING SUPPLIES	PPR TOWEL	8.07
590-537-776.000	FOSTER HARDWARE	SUPPLIES - BUILDING MAINTENANCE	FOAMING WASH SPRAY	3.99
590-537-776.000	FOSTER HARDWARE	SUPPLIES - BUILDING MAINTENANCE	FOAM WASP SPRAY	3.99
590-537-776.000	FOSTER HARDWARE	SUPPLIES - BUILDING MAINTENANCE	HILLMAN FASTENERS	3.96
590-537-776.000	AMAZON CAPITAL SERVICES	SUPPLIES - BUILDING MAINTENANCE	DO NOT ENTER SIGNS	23.98
590-537-776.000	FOSTER HARDWARE	SUPPLIES - BUILDING MAINTENANCE	DUCT TAPE	11.99
590-537-776.000	FOSTER HARDWARE	SUPPLIES - BUILDING MAINTENANCE	WIRE STEEL	3.99
590-537-776.000	MAC'S MARKET INC	SUPPLIES - BUILDING MAINTENANCE	PAPER TOWEL	21.87
590-537-776.000	AMAZON CAPITAL SERVICES	SUPPLIES - BUILDING MAINTENANCE	WOOD CABINET RADIO	69.95
590-537-801.000	RANGE TELECOMMUNICATIONS	PROFESSIONAL & CONTRACTUAL	MISSDIGS	6.60
590-537-801.000	ERIC'S SEPTIC SERVICE	PROFESSIONAL & CONTRACTUAL	PUMP SLUDGE PITS	300.00
590-537-801.200	YOUNG, GRAHAM & WENDLING, P.C.	LEGAL	LEGAL COUNCIL	98.25
590-537-850.000	VERIZON	FAX	ACCOUNT NUMBER 942077532-00001	11.43
590-537-850.000	VERIZON	906-291-0530	ACCOUNT NUMBER 942077532-00002	75.60
590-537-850.000	VERIZON	906-291-1633	ACCOUNT NUMBER 942077532-00003	74.44
590-537-850.000	AT&T	TELEPHONE	TELEPHONE	89.29
590-537-850.000	HTC-HIAWATHA TELEPHONE CO	JAMADOTS INTERNET	ACCT 00042108-7	47.50
590-537-850.000	ATT U-VERSE	TELEPHONE	UVERSE	41.59
590-537-851.000	ARISTA INFORMATION SYSTEMS INC	POSTAGE	UB POSTAGE	140.61
590-537-900.000	ARISTA INFORMATION SYSTEMS INC	PUBLISHING & PRINTING	UB BILLING	121.90
590-537-915.000	NO MICH PUBLIC SERVICE ACADEMY PROG	MEMBERSHIPS & SUBSCRIPTIONS	MEMBERSHIP DUES	40.00
590-537-917.000	HAWKINS INC	TREATMENT COSTS	AZONE 15/ SODIUM BISULFITE	441.80
590-537-917.000	PVS TECHNOLOGIES INC	TREATMENT COSTS	CREDIT MEMO-FERRIC CHLORIDE SOLUTION DWG BULK	(3,769.87)
590-537-917.100	U S A BLUE BOOK	LAB SUPPLIES	PHOSPHORUS/AMMONIA/PHOSPHORUS	305.23
590-537-929.000	FOSTER HARDWARE	REPAIRS & MAINTENANCE	PVC COUPLER	8.99
590-537-929.000	FOSTER HARDWARE	REPAIRS & MAINTENANCE	SAW HOLE/MORTAR MIX	38.58
590-537-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	L&P INSURANCE	PERSONAL LIABILITY INS	3,053.60
590-537-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	L&P INSURANCE	PERSONAL LIABILITY INS	8,513.43
590-537-975.000	C2AE ARCHITECTURE ENGINEERING	CONSTRUCTION - SAW GRANT	INVENTORY/DATABASE/CONDITION/METERING	4,332.13
590-537-975.000	C2AE ARCHITECTURE ENGINEERING	CONSTRUCTION - SAW GRANT	INVENTORY/DATABASE/RATE STRUCTURE	3,518.08
590-537-975.000	C2AE ARCHITECTURE ENGINEERING	CONSTRUCTION - SAW GRANT	DATABASE/INVENTORY/SOFTWARE TRAINING/RATE STRUCTURE	6,313.03
590-537-975.000	C2AE ARCHITECTURE ENGINEERING	CONSTRUCTION - SAW GRANT	DATABASE/CONDITION/RATE STRUCTURE	7,079.36
590-537-975.000	C2AE ARCHITECTURE ENGINEERING	CONSTRUCTION - SAW GRANT	INVENTORY/GISDATABASE/METERING/MODELING	4,737.89
590-537-975.000	C2AE ARCHITECTURE ENGINEERING	CONSTRUCTION - SAW GRANT	INVENTORY/GIS DATABASE	1,118.34
590-537-975.000	C2AE ARCHITECTURE ENGINEERING	CONSTRUCTION - SAW GRANT	Total For Dept 537 SEWER SYSTEM	36,503.97
			Total For Fund 590 Sewage Receiving Fund	36,503.97

Fund Totals:	
Fund 101 General Fund	14,326.19
Fund 203 Local Street Fund	23.98
Fund 213 Fire Revolving Fund	23,824.48
Fund 409 TORC	281.97
Fund 418 Atlas Park Fund	1,396.96
Fund 590 Sewage Receiving Fund	36,503.97
Total For All Funds:	76,357.55

**VILLAGE OF NEWBERRY
WATER & LIGHT PAYABLES
AUGUST 2019**

GL Number	Vendor	Inv. Line Desc	Invoice Desc.	Amount
Fund 582 Electric Fund				
Dept 000				
582-000-042.000	WADEEN CHELSEA	UNAPPLIED CREDIT	UB refund for account: 1-02040-05	17.72
582-000-042.000	PALMER KRISTI K	UNAPPLIED CREDIT	UB refund for account: 2-01820-00	53.87
582-000-042.000	BROWN TRACI	UNAPPLIED CREDIT	UB refund for account: 5-01600-01	167.83
			Total For Dept 000	239.42
Dept 582 ELECTRIC DISTRIBUTION				
582-582-726.000	STANDARD, THE	LIFE INSURANCE	SEPT 2019 STAFF AND RETIREE LIFE INSURANCE PAYMENT	9.20
582-582-752.100	POWER LINE SUPPLY COMPANY	OPERATING SUPPLIES	CONNECTOR COMP WIDE RANGE	33.01
582-582-801.000	SD MYERS INC	PROFESSIONAL & CONTRACTUAL	TESTING TRANSFORMERS	1,284.00
582-582-801.000	GREAT LAKES TRUCK SERVICE	PROFESSIONAL & CONTRACTUAL	MOVED TRANSFORMER FROM HOSPITAL TO NEWBERRY WATER LIGHT	300.00
582-582-850.000	ATT U VERSE	UVERSE- LARGE CAPACITY METER	LARGE CAPACITY METER UVERSE	41.58
582-582-851.000	TAHQAMENON AREA CREDIT UNION	POSTAGE	SHIPPING ON FUEL CAP	4.00
582-582-929.000	TAHQAMENON AREA CREDIT UNION	REPAIRS & MAINTENANCE	NON-VENT FUEL CAP	11.99
582-582-929.000	TAHQAMENON AREA CREDIT UNION	REPAIRS & MAINTENANCE	FUEL CAP HADGE TRIMMERS	8.60
			Total For Dept 582 ELECTRIC DISTRIBUTION	1,692.38
Dept 583 GENERAL EXPENSES				
582-583-719.000	44 NORTH	HOSPITALIZATION	COBRA RETIREES	4.60
582-583-726.000	STANDARD, THE	LIFE INSURANCE	SEPT 2019 STAFF AND RETIREE LIFE INSURANCE PAYMENT	32.87
582-583-752.000	NATIONAL OFFICE PRODUCTS	OFFICE SUPPLIES	PAPER	9.88
582-583-752.100	RAHILLY IGA	OPERATING SUPPLIES	WATER	2.99
582-583-752.100	POWER LINE SUPPLY COMPANY	OPERATING SUPPLIES	GLOVES	470.81
582-583-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	D/LOCK ROD CLIP	6.08
582-583-752.100	DANNY'S AUTO VALUE INC	OPERATING SUPPLIES	WIRE BRUSH	1.79
582-583-752.100	AMAZON CAPITAL SERVICES	OPERATING SUPPLIES	3V LITHIUM COIN BATTERY	5.33
582-583-752.100	NATIONAL OFFICE PRODUCTS	OPERATING SUPPLIES	PAPER	17.00
582-583-752.100	RAHILLY IGA	OPERATING SUPPLIES	WATER	2.99
582-583-752.200	I.T. RIGHT	IT SOFTWARE	EMAIL ADDRESS/MICROSOFT SUITES	720.00
582-583-759.000	WEX BANK - SPEEDWAY UNIVERSAL	GAS & OIL - ELECTRIC	GAS/FUEL	184.45
582-583-759.000	BOWMAN GAS COMPANY	GAS OIL & GREASE - ELECTRIC	PROPANE	26.81
582-583-759.000	WEX BANK - SPEEDWAY UNIVERSAL	GAS & OIL - ELECTRIC	GAS/FUEL	181.42
582-583-767.000	GRAINGER	CLOTHING - UNIFORMS	ARC RAIN COATS/OVERALLS	538.14
582-583-801.000	RANGE TELECOMMUNICATIONS	PROFESSIONAL & CONTRACTUAL	MISSDIGS	17.60
582-583-801.000	FAIR, ALMA	PROFESSIONAL & CONTRACTUAL	OFFICE CLEANING	100.00
582-583-801.200	YOUNG, GRAHAM & WENDLING, P.C.	LEGAL	LEGAL COUNCIL	98.25

582-583-850.000	VERIZON	TELEPHONE	ACCOUNT NUMBER 942077532-00001	11.43
582-583-850.000	VERIZON	906-291-0055	ACCOUNT NUMBER 942077532-00002	10.91
582-583-850.000	VERIZON	906-291-0608	ACCOUNT NUMBER 942077532-00002	21.57
582-583-850.000	VERIZON	906-450-0919	ACCOUNT NUMBER 942077532-00002	21.56
582-583-850.000	VERIZON	906-291-0136	ACCOUNT NUMBER 942077532-00002	21.57
582-583-850.000	VERIZON	906-291-0530	ACCOUNT NUMBER 942077532-00002	10.78
582-583-850.000	VERIZON	906-291-0606	ACCOUNT NUMBER 942077532-00002	10.78
582-583-850.000	VERIZON	906-293-5681	ACCOUNT NUMBER 942077532-00003	10.81
582-583-850.000	VERIZON	906-291-1625	ACCOUNT NUMBER 942077532-00003	7.04
582-583-850.000	VERIZON	906-293-3433	ACCOUNT NUMBER 942077532-00003	7.04
582-583-850.000	VERIZON	906-291-1223	ACCOUNT NUMBER 942077532-00003	7.04
582-583-850.000	VERIZON	906-291-1621	ACCOUNT NUMBER 942077532-00003	7.04
582-583-850.000	VERIZON	906-291-1622	ACCOUNT NUMBER 942077532-00003	7.04
582-583-850.000	VERIZON	906-291-1627	ACCOUNT NUMBER 942077532-00003	14.08
582-583-850.000	VERIZON	906-293-8531	ACCOUNT NUMBER 942077532-00003	13.51
582-583-850.000	VERIZON	906-291-1633	ACCOUNT NUMBER 942077532-00003	7.04
582-583-850.000	AT&T	TELEPHONE	WATER/LIGHT PHONE	43.59
582-583-850.000	HTC-HIAWATHA TELEPHONE CO	JAMADOTS INTERNET	ACCT 00042108-7	47.50
582-583-850.000	HTC-HIAWATHA TELEPHONE CO	JAMADOTS - FIBER-OPTICS	ACCT 00042364-7	50.00
582-583-851.000	ARISTA INFORMATION SYSTEMS INC	POSTAGE	UB POSTAGE	238.43
582-583-900.000	NEWBERRY NEWS INC	WATER LIGHT DAILY SHEETS	SEPTIC HAULER SLIPS/ W/L DAILY SHEETS/ MINUTES	38.16
582-583-900.000	ARISTA INFORMATION SYSTEMS INC	PUBLISHING & PRINTING	UB BILLING	206.71
582-583-910.000	TAHQUAMENON AREA CREDIT UNION	PROFESSIONAL DEVELOPMENT	LINEMAN SCHOOLING LODGING	414.18
582-583-910.000	TAHQUAMENON AREA CREDIT UNION	PROFESSIONAL DEVELOPMENT	BRIDGE TOLL LINEMAN SCHOOLING	4.00
582-583-910.000	TAHQUAMENON AREA CREDIT UNION	PROFESSIONAL DEVELOPMENT	TOLL BRIDGE FEES LINEMAN SCHOOLING	4.00
582-583-915.000	NO MICH PUBLIC SERVICE ACADEMY PROG	MEMBERSHIPS & SUBSCRIPTIONS	MEMBERSHIP DUES	40.00
582-583-921.000	SEMCOENERGY GAS COMPANY	HEAT	NATURAL GAS GENERATION BUILDING 237.500	14.35
582-583-921.000	SEMCOENERGY GAS COMPANY	HEAT	NATURAL GAS 238.500	6.30
582-583-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	2,888.60
582-583-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	8,053.42
			Total For Dept 583 GENERAL EXPENSES	14,659.49
Dept 584 ELECTRIC GENERATION				
582-584-753.000	DANNY'S AUTO VALUE INC	TOOLS & EQUIP UND CAP THRESHOL	AIR HOSE	33.59
582-584-753.000	AMAZON CAPITAL SERVICES	TOOLS & EQUIP UND CAP THRESHOL	VIM TOOLS IMPACT- 8 BET SET	11.09
582-584-801.000	GORDY CRIBB	PROFESSIONAL & CONTRACTUAL	QUARTERLY INSPECTIONS	250.00
582-584-929.000	FAIRBANKS MORSE ENGINE DIVISION	REPAIRS & MAINTENANCE	AIR START VALVE W/VITON ORINGS	373.77
582-584-929.000	FAIRBANKS MORSE ENGINE DIVISION	REPAIRS & MAINTENANCE	LUBE OIL PUMP GENET	1,607.05
			Total For Dept 584 ELECTRIC GENERATION	2,275.50
Dept 586 PURCHASED POWER				
582-586-926.000	CMS ENERGY RESOURCE MGT	PURCHASED POWER	CAPACITY	60,272.47
582-586-926.100	AMERICAN TRANSMISSION COMPANY	ATC TRANSMISSION MONTHLY INV	PURCHASED POWER - CAPACITY	12,141.88
			Total For Dept 586 PURCHASED POWER	72,414.35
Dept 587 ENERGY OPTIMIZATION				
582-587-801.000	MECA	PROFESSIONAL & CONTRACTUAL	MONTHLY INCENTIVES	1,622.56
			Total For Dept 587 ENERGY OPTIMIZATION	1,622.56
			Total For Fund 582 Electric Fund	92,903.70

591-536-850.000	AT&T	TELEPHONE	WATER/LIGHT PHONE	43.60
591-536-850.000	HTC-HIAWATHA TELEPHONE CO	JAMADOTS INTERNET	ACCT 00042108-7	47.50
591-536-850.000	HTC-HIAWATHA TELEPHONE CO	JAMADOTS FIBER- OPTICS	ACCT 00042364-7	50.00
591-536-851.000	TAHQAMENON AREA CREDIT UNION	POSTAGE	POSTAL WATER SAMPLES	107.95
591-536-851.000	ARISTA INFORMATION SYSTEMS INC	POSTAGE	UB POSTAGE	134.50
591-536-851.000	TAHQAMENON AREA CREDIT UNION	POSTAGE	TESTING APP	7.35
591-536-900.000	NEWBERRY NEWS INC	PUBLISHING & PRINTING	SEPTIC HAULER SLIPS/ W/L DAILY SHEETS/ MINUTES	38.16
591-536-900.000	ARISTA INFORMATION SYSTEMS INC	PUBLISHING & PRINTING	UB BILLING	116.60
591-536-910.000	TAHQAMENON AREA CREDIT UNION	PROFESSIONAL DEVELOPMENT	UP DISTRIBUTION SEMINAR	120.00
591-536-910.000	TAHQAMENON AREA CREDIT UNION	PROFESSIONAL DEVELOPMENT	WATER EXAMS D3	70.00
591-536-910.000	TAHQAMENON AREA CREDIT UNION	PROFESSIONAL DEVELOPMENT	WATER TEST S3	70.00
591-536-913.000	DAVID PATTERSON	TRAVEL	DINNER MEAL- UP DISTRIBUTION SEMINAR	21.00
591-536-915.000	NO MICH PUBLIC SERVICE ACADEMY PROG	MEMBERSHIPS & SUBSCRIPTIONS	MEMBERSHIP DUES	20.00
591-536-921.000	SEMCOENERGY GAS COMPANY	HEAT	NATURAL GAS 238.500	6.29
591-536-929.000	TAHQAMENON AREA CREDIT UNION	REPAIRS & MAINTENANCE	WELL SENSORS	1,552.49
591-536-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	1,555.40
591-536-935.000	MICHIGAN MUNICIPAL RISK MANAGEMENT	PROPERTY LIABILITY INSURANCE	PERSONAL LIABILITY INS	4,336.46
			Total For Dept 536 WATER SYSTEM	12,742.55
			Total For Fund 591 Water Fund	12,742.55
			Fund Totals:	
			Fund 582 Electric Fund	92,903.70
			Fund 591 Water Fund	12,742.55
			Total For All Funds:	105,646.25

First National Bank

Main Office:

P.O. Box 187 * 132 North State Street
St. Ignace, Michigan 49781
Voice: 906-643-6800 Fax: 906-643-6808

Les Cheneaux Branch
P.O. Box 177 - 192 S Meridian St.
Cedarville, MI 49719 * 906-484-2262

West Mackinac Branch
P.O. Box 142 - W11635 West U.S. 2
Naubinway, MI 49762 * 906-477-6263

Mackinac Island Branch
P.O. Box 534 -- 534 Market St.
Mackinac Island, MI 49757 * 906-847-3732

Newberry Branch
P.O. Box 466 -- 1014 S. Newberry Ave.
Newberry, MI 49868 * 906-293-5160

1255666

NEWBERRY WATER & LIGHT BOARD
NEWBERRY SAVE THE BELLS
307 E MCMILLAN AVE
NEWBERRY MI 49868

Date 8/30/19 Page 1 of 1
ACCOUNT NUMBER

MUNICIPAL MONEY MARKET

ACCOUNT NUMBER

PREVIOUS BALANCE

1 CREDITS TOTALING

DEBITS TOTALING

SERVICE CHARGE AMOUNT

INTEREST PAID

CURRENT STMT BALANCE

12,591.96

179.52

.00

.00

5.41

12,776.89

Statement Dates 8/01/19 thru 8/31/19

DAYS IN STATEMENT PERIOD

AVERAGE LEDGER BAL

AVERAGE COLLECTED BAL

Interest Earned

Annual Percentage Yield Earned

2019 Interest Paid

1

31

12,730

12,730

5.41

0.50%

43.73

DEPOSITS AND OTHER CREDITS.....

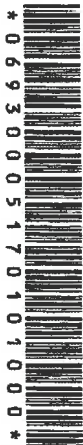
DATE	DESCRIPTION	AMOUNT
8/08	DDA REGULAR DEPOSIT	179.52
8/31	INTEREST PAID 31 DAYS	5.41

DAILY BALANCE SUMMARY.....

DATE.....	BALANCE	DATE.....	BALANCE	DATE.....	BALANCE
8/01	12,591.96	8/08	12,771.48	8/31	12,776.89

INTEREST RATE SUMMARY.....

DATE.....	INTEREST RATE
7/31	.50%



VILLAGE OF NEWBERRY		TREASURER'S REPORT					
		FOR MONTH ENDING:		2019		2018	
		August 31, 2019		Y.T.D. Collections	Actual Collections August	Y.T.D. Collections August	Actual Collections Y.T.D.
		LEDGER ITEMS:					
A	Previous Year(s)	Delinquent Personal Property Taxes			0.00		
		Delinquent Personal Interest Collected			0.00		0.00
		Delinquent Real Tax Collected			44,380.54		33,073.86
		Delinquent Real Tax Interest Collected			2,662.02		1,983.74
B	2019	Real Property Tax Collected	46%		47,818.05		125,164.35
C		Personal Property Tax Collected	35%		11,790.38		28,629.48
D		Admin Fee, Penalty & Interest Collected			595.39		1,931.93
E		Deposits to Tax Savings Account			60,203.82		197,952.30
F		Interest Earned on Tax Accounts			34.57		36.44
		Tax Acct Transfer to GF & FIRE Tax Appropriation Funds			152,324.89		134,943.09

TAX ACCOUNT	Beginning August	Ending August
BANK ACCOUNT BALANCE @		
2019	\$359,906.82	\$267,820.32
2018	\$79,015.61	\$101,568.78

Year To Date (YTD) percentages are calculated using the Real and Personal Property Tax Roll Totals (less any Board of Review changes) compared to the same year's Year To Date collections. Tax roll totals are dictated by the Council adoption of millage rates and Township compiled assessed taxable values. For Example; of the 100% we could hope to collect for this year, the percentage describes the actual amount collected so far this year. 2019 Anticipated Real Property Collections are \$299,448.09. 2019 Anticipated Personal Property Collections are \$41254.34

Admin Fee, Penalty & Interest Collected (C): Includes all these fees for the current years collections as well as penalties collected in the current year for any delinquent taxes received.

To check Bank Balance: Add Beginning Bank Balance + (D) Deposits to Tax Acct + (E) Interest in Tax Acct LESS (F) Tax Acct Transfer to GF & FIRE Tax Appropriation Funds = Ending Bank Balance.

AUGUST 2019

TAX COLLECTION TOTALS

Taxing Authority	Amount	Interest	Penalty	Total
GENERAL OPER.	35,019.02	0.00	0.00	35,019.02
STREETS & ALLYS	14,006.67	0.00	0.00	14,006.67
TRASH(DISP/COLL)	4,344.24	0.00	0.00	4,344.24
FIRE PROTECTION	6,238.50	0.00	0.00	6,238.50
Total of above	59,608.43	0.00	0.00	59,608.43
Administration Fee:	595.39	0.00	0.00	
Special Assessments:	0.00	0.00	0.00	
Over Payments:			0.00	
Unspread Interest:			0.00	
Unspread Penalty:			0.00	
Total of Payments..			60,203.82	
Payment Count:			126	

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY – OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
REVOLVING LOAN SECTION

**STORMWATER / ASSET MANAGEMENT / WASTEWATER (SAW) GRANT PROGRAM
REQUEST FOR DISBURSEMENT OF FUNDS**

THIS INFORMATION IS REQUIRED UNDER AUTHORITY OF PARTS 52 AND 53, 1994 PA 451, AS AMENDED.

**DOCUMENTATION TO SUPPORT THE INCURRED COSTS MUST BE INCLUDED WITH EACH REQUEST
PLEASE SEE OTHER SIDE FOR INSTRUCTIONS TO COMPLETE REQUEST**

A. Project # 1274-01	B. Request # 15	C. Period Covered by Request 08-01-19 to 08-31-19 (M/D/Y) (M/D/Y)	D. Request Type <input checked="" type="radio"/> partial <input type="radio"/> final	E. Grantee's EIN 38-6007193	F. Grant Amount \$593,241
G. Grantee Name: Village of Newberry					Phone #906-293-3433
Address: Village Hall, 302 East McMillian Avenue, Newberry, MI 49868				Email: finance@newberry.mi.gov	
H. Grantee's Bank Name: MBank – Mackinac Financial Corp.					Phone # 906-293-5165
Address: 414 Newberry Ave., Newberry, MI 49868					
Account Name: _____				ABA # 091102807	Account # 9960546
Special Instructions: _____					
I. Budget Items (Include Eligible Costs Only Using Dollars and Cents)			Requested Incurred Costs This Period	Cumulative Costs Incurred To Date	
1. PROJECT PLANNING COSTS (for SRF plans, USDA-RD Preliminary Engineering Reports, or Project Proposal)			\$ 0.00	\$ 0.00	
2. DESIGN ENGINEERING COSTS			\$ 0.00	\$ 0.00	
3. USER CHARGE SYSTEM DEVELOPMENT COSTS (awarded under planning or design grant)			\$	\$	
4. WASTEWATER ASSET MANAGEMENT PLAN COSTS			\$ 1,801.36	\$ 191,402.02	
5. STORMWATER ASSET MANAGEMENT PLAN COSTS			\$ 282.58	\$ 65,380.03	
6. STORMWATER MANAGEMENT PLAN COSTS (Nonpoint Source Watershed Management Plans)			\$	\$	
7. INNOVATIVE WASTEWATER OR STORMWATER TECHNOLOGY COSTS			\$	\$	
8. DISADVANTAGED COMMUNITY CONSTRUCTION COSTS			\$	\$	
9. TOTAL CUMULATIVE AMOUNT FOR PERIOD COVERED BY THIS REQUEST (add totals in 1 st column)			\$ 2,083.94		
10. TOTAL CUMULATIVE ELIGIBLE COSTS INCURRED TO DATE (add totals in 2 nd column)				\$ 256,782.05	
11. LESS LOCAL MATCH (if applicable) <i>(na)</i>				(\$ 0.00)	
12. LESS AMOUNT PREVIOUSLY DISBURSED				(\$ 254,698.11)	
13. AMOUNT REQUESTED FOR DISBURSEMENT				\$ 2,083.94	
J. For each request, describe the scope of work completed to date. Attach separate sheet if more space is needed. Discuss the progress made on the services not yet complete and a schedule for their completion by the grant period end date. If the scope of work will exceed the grant period, request a grant period extension from your DEQ project manager prior to incurring the costs.					
<ul style="list-style-type: none"> See attached "Budget & Disbursement Tracking" spreadsheet excerpts (pages 5 & 10 of 10) See attached invoice copies from C2AE for August 2019 See attached Progress Report: #22 					
<p>I certify that I am an authorized representative of the grantee and am authorized to make the following certifications on behalf of the grantee: (i) there is no pending litigation or event which will materially and adversely affect the project or the prospects for its completion; (ii) the representations, warranties and covenants contained in the grant agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the grant agreement and the application for assistance for this project; and (iv) the amount requested for disbursement has not previously been requested.</p>					
Authorized Representative Name (Print or Type): <u>Lori Stokes</u>				Title: <u>Village President</u>	
Authorized Representative Signature (Original): _____				Date: _____	
PLEASE RETURN THIS COMPLETED REQUEST TO THE ADDRESS SHOWN ON THE REVERSE SIDE					

SAW GRANT PROGRAM
Instructions for Completing a
Request for Disbursement of Funds

DOCUMENTATION TO SUPPORT THE INCURRED COSTS MUST BE INCLUDED WITH EACH REQUEST.

- A. Fill in the project number that was assigned by the Michigan Department of Environmental Quality (DEQ).
- B. Fill in the number of this disbursement request.
- C. Fill in the calendar period covered by this disbursement request.
- D. Fill in whether this is a partial or the final disbursement request.
- E. Fill in the grantee's federal employer identification number (EIN).
- F. Fill in the grant amount as shown in the Grant Agreement.
- G. Fill in the grantee's name, address, telephone number, and email address. This information must match data on file with the DEQ; if changes have occurred, please inform your DEQ project manager in a separate letter accompanying this request.
- H. Fill in your bank's name, address, telephone number, ABA identifying number, the account name and number, and any special instructions for the wire transfer to that account. If changes have occurred, please inform your DEQ project manager in a separate letter accompanying this request.
- I. Recap approved eligible costs incurred to date for each budget item. Show the amount (include dollars and cents) requested for the period covered by this request, and then the cumulative amount to date from project inception.
If costs have been incurred for a budget item that was not shown in the Grant Agreement, please inform your project manager in a separate letter accompanying this request.
 - 1. Fill in the planning costs invoiced and/or paid for SRF project plans; USDA-Rural Development Preliminary Engineering Reports; or Project Proposals.
 - 2. Fill in the costs invoiced and/or paid for project design work required to produce plans and specifications suitable and ready for bidding. Actual bidding phase costs are not grant eligible.
 - 3. Fill in the costs invoiced and/or paid for services directly associated with the development and enactment of the applicant's user charge system and any related ordinances.
 - 4. Fill in the costs invoiced and/or paid for the development of a Wastewater Asset Management Plan.
 - 5. Fill in the costs invoiced and/or paid for the development of a Stormwater Asset Management Plan.
 - 6. Fill in the costs invoiced and/or paid for the development of a Stormwater Management Plan, including MS4 Plans or Nonpoint Source Watershed Management Plans.
 - 7. Fill in the costs invoiced and/or paid for services directly related to planning and/or design of an innovative wastewater or stormwater technology project and/or the pilot study associated with that effort.
 - 8. Fill in the costs invoiced and/or paid for construction of an approved asset management plan project (disadvantaged community grants only).
 - 9. Fill in the sum of the amounts shown in the 1st column (Requested Incurred Costs This Period).
 - 10. Fill in the sum of the amounts shown in the 2nd column (Cumulative Costs Incurred to Date).
 - 11. Fill in the local match amount (10% for first \$1,111,111; 25% for any amount above \$1,111,111) associated with your SAW Grant Agreement, if any.
 - 12. Fill in the total amount of funds previously paid from all prior disbursements.
 - 13. Subtract Lines 11 and 12 from Line 10 to obtain net total amount requested for this period.
- J. For each request, provide a brief description of the work completed to date based on the approved project scope identified in Exhibit A of the Grant Agreement. If the scope of work will exceed the grant period, request a grant period extension from your DEQ project manager prior to incurring the costs.

PLEASE NOTE: YOU MAY SUBMIT NO MORE THAN ONE REQUEST FOR DISBURSEMENT DURING A CALENDAR MONTH. THE REQUESTS FOR DISBURSEMENT WILL BE PROCESSED ON THE 15TH DAY OF EACH MONTH.

Provide the *Request for Disbursement of Funds* and the required support documentation to:

REVOLVING LOAN SECTION
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
PO BOX 30241
LANSING MI 48909-7741
Telephone: 517-284-5433 ~~Fax: 517-373-4797~~

For Newberry SAW Grant email to MDEQ Project Manager ~~Jaclyn Morchant at "MorchantJ1@michigan.gov"~~ Valorie White at "whitev1@michigan.gov"



Please Remit Payment To:
106 West Allegan Street Suite 500
Lansing, MI 48933
1-866-454-3923

August 26, 2019
 Project No: 13-0210
 Invoice No: 68582

Lori Stokes
 Village of Newberry
 307 East McMillan Avenue
 Newberry, MI 49868

Project 13-0210 Newberry SAW Application

Professional Services for the period ending August 18, 2019

Phase 04 Wastewater Asset Management Plan
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task -900 Inventory & GIS Database	77,180.00	99.71	76,956.18	76,956.18	0.00
Task -0910 Condition & Critically	33,760.00	16.1392	5,448.58	4,051.20	1,397.38
Task 0920-Metering & Modeling	30,140.00	16.9831	5,118.72	4,894.74	223.98
Task 0930-Software Hardware & Training	36,200.00	12.4972	4,524.00	4,344.00	180.00
Task 0940-Sewer Televising	0.00	0.00	0.00	0.00	0.00
Task 0950-Level of Service	4,000.00	0.00	0.00	0.00	0.00
Task 0960-CIP&Rate Structure Development	29,240.00	24.50	7,163.80	7,163.80	0.00
Task 0970 - Other	5,000.00	0.00	0.00	0.00	0.00
Total Fee	215,520.00		99,211.28	97,409.92	1,801.36
Total Fee					1,801.36
Total this Phase					\$1,801.36
Total this Invoice					\$1,801.36



Please Remit Payment To:
106 West Allegan Street Suite 500
Lansing, MI 48933
1-866-454-3923

August 26, 2019
 Project No: 13-0210
 Invoice No: 68583

Lori Stokes
 Village of Newberry
 307 East McMillan Avenue
 Newberry, MI 49868

Project 13-0210 Newberry SAW Application

Professional Services for the period ending August 18, 2019

Phase 05 Stormwater Asset Management Plan
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 0900-Inventory & GIS Database	47,800.00	71.3412	34,101.08	33,818.50	282.58
Task 0910-Condition & Criticality	31,700.00	6.00	1,902.00	1,902.00	0.00
Task 0920-Metering & Modeling	24,640.00	0.00	0.00	0.00	0.00
Task 0930-Software Hardware & Training	2,000.00	0.00	0.00	0.00	0.00
Task 0940-Sewer Televising	0.00	0.00	0.00	0.00	0.00
Task 0950-Level of Service	2,500.00	0.00	0.00	0.00	0.00
Task 0960-CIP&Rate Structure Development	24,500.00	5.70	1,396.50	1,396.50	0.00
Task 0970 - Other	0.00	0.00	0.00	0.00	0.00
Total Fee	133,140.00		37,399.58	37,117.00	282.58
Total Fee					282.58
Total this Phase					\$282.58
Total this Invoice					<u>\$282.58</u>

Village of Newberry		Wastewater & Stormwater Asset Management Plans							MDEQ #1274-01		
Budget & Disbursement Tracking											
Proj 13-0210											
Last Revision: 09-06-19											
		WASTEWATER ASSET MANAGEMENT PLANNING									
	Phase-Task	04-0900	04-0910	04-0920	04-0930	04-0940	04-0950	04-0960	04-0970	Totals	
	Description	Inventory & GIS Data Entry	Condition & Criticality Assessment	Metering & Modeling	Software, Hardware & Training	Sewer Televising	Level of Service	CIP & Rate Structure Development	Other - Application Package		
	Budgets:										
	C2AE Internal	\$60,590.00	\$33,760.00	\$30,140.00			\$4,000.00	\$29,240.00	\$5,000.00	\$162,730.00	
	C2AE Subs	\$16,590.00		\$0.00	\$36,200.00					\$52,790.00	
	Total C2AE	\$77,180.00	\$33,760.00	\$30,140.00	\$36,200.00	\$0.00	\$4,000.00	\$29,240.00	\$5,000.00	\$215,520.00	
	Other Vendors			\$25,200.00	\$9,000.00	\$91,152.00	\$2,000.00	\$20,000.00		\$147,352.00	
	Local Force Account	\$8,750.00					\$1,600.00	\$6,400.00		\$16,750.00	
	Village Requested Transfer				-\$4,150.00	\$4,150.00				\$0.00	
	Total Budget	\$85,930.00	\$33,760.00	\$55,340.00	\$41,050.00	\$95,302.00	\$7,600.00	\$55,640.00	\$5,000.00	\$379,622.00	
Invoice / Statement											
By	Number	Date									
C2AE	68437	07/31/19	\$1,061.43	\$1,881.74	\$1,760.18	\$34.54				\$4,737.89	
C2AE	68438	07/31/19								\$0.00	
x	x	x								\$0.00	
Total Disbursement Request #14		\$1,061.43	\$1,881.74	\$1,760.18	\$34.54	\$0.00	\$0.00	\$0.00	\$0.00	\$4,737.89	
C2AE	685825	08/26/19								\$1,801.36	
C2AE	68583	08/26/19		\$1,397.38	\$223.98	\$180.00				\$0.00	
x	x	x								\$0.00	
Total Disbursement Request #15		\$0.00	\$1,397.38	\$223.98	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,801.36	
RUNNING TOTALS		\$81,146.90	\$5,448.58	\$8,795.12	\$10,058.29	\$73,789.33	\$0.00	\$7,163.80	\$5,000.00	\$191,402.02	
Remaining		\$4,783.10	\$28,311.42	\$46,544.88	\$30,991.71	\$21,512.67	\$7,600.00	\$48,476.20	\$0.00	\$188,219.98	
..								% Invoiced/Charged		50%	

Village of Newberry										MDEQ #1274-01
Wastewater & Stormwater Asset Manage										
Budget & Disbursement Tracking										
Proj 13-0210										
Last Revision: 09-06-19										
STORMWATER ASSET MANAGEMENT PLANNING										
	Phase-Task	05-900	05-910	05-920	05-930	05-040	05-950	05-960	05-970	Totals
	Description	Inventory & GIS Database Development	Condition & Criticality Assessment	Metering & Modeling	Software, Hardware & Training	Sewer Televising	Level of Service	CIP & Rate Structure Development	Other - Background Model Map	
	Budgets:									
	C2AE Internal	\$34,500.00	\$31,700.00	\$24,640.00	\$2,000.00		\$2,500.00	\$24,500.00	\$0.00	\$117,840.00
	C2AE Subs	\$13,300.00			\$2,000.00					\$15,300.00
	Total C2AE	\$47,800.00	\$31,700.00	\$24,640.00	\$2,000.00	\$0.00	\$2,500.00	\$24,500.00	\$0.00	\$133,140.00
	Other Venders					\$62,775.00	\$1,000.00	\$4,000.00	\$19,500.00	\$87,275.00
	Local Force Account	\$5,250.00	\$5,250.00				\$640.00	\$4,800.00	\$1,000.00	\$16,940.00
	Village Requested Transfer									\$0.00
	Total Budget	\$53,050.00	\$36,950.00	\$24,640.00	\$2,000.00	\$62,775.00	\$4,140.00	\$33,300.00	\$20,500.00	\$237,355.00
Invoice / Statement										
By	Number	Date								
C2AE	68437	07/31/19								\$0.00
C2AE	68438	07/31/19	\$1,118.34							\$1,118.34
x	x	x								\$0.00
Total Disbursement Request #14			\$1,118.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,118.34
C2AE	685825	08/26/19								\$0.00
C2AE	68583	08/26/19	\$282.58							\$282.58
x	x	x								\$0.00
Total Disbursement Request #15			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$282.58
RUNNING TOTALS										
	Remaining		\$32,982.74	\$3,020.34	\$0.00	\$8,955.45	\$0.00	\$1,396.50	\$19,025.00	\$65,380.03
			\$20,067.26	\$33,929.66	\$24,640.00	\$53,819.55	\$4,140.00	\$31,903.50	\$1,475.00	\$171,974.97
..								% Invoiced/Charged		28%

Client:	Village of Newberry	Date:	09-01-19
Project No.:	13-0210	Project Manager:	Chuck Lawson/Darren Pionk
Project Name:	SAW Grant	Report Lead:	Dave Holmgren
Project Phase:	Report	Admin.:	Dave Cain
Client Approved Revised Completion Date:	na	Project Start Date:	Sep 2013 (application)
Client Project No.:	MDEQ SAW #1274-01	Project Completion Date:	Nov 2020
Client Advisor:		Period Covered:	August 2019

THE WORK ACCOMPLISHED IN THE DEFINED PERIOD CONSISTED OF:

- Continued incorporating storm assets data into GIS database
- Continue developing sewer model

THE ANTICIPATED WORK ELEMENTS IN THE NEXT PERIOD:

- Continue gathering & incorporating flow meter data
- Continue database integration & sewer model prep
- Compile next Draw Request package

SCOPE CHANGES MADE DURING DEFINED PERIOD:

- na

BUDGET STATUS (% COMPLETE OF C2AE TASKS):

Wastewater (WAMP) Task	Budget	Approx. % Used
900 – Inventory & GIS Database Development	\$77,180	100%
910 – Condition & Criticality Assessment	\$33,760	17%
920 – Metering & Modeling	\$30,140	17%
930 – Software, Hardware, & Training	\$36,200	13%
940 – Sewer Televising	\$0	na
950 – Level of Service	\$4,000	4%
960 – Cap. Imp. Plan & Rate Structure Development	\$29,240	27%
970 – Other – Funding Application	\$5,000	100%
Total C2AE	\$215,520	46%
Total Project Including Other Venders, etc.	\$379,622	51%

Stormwater (SAMP) Task	Budget	Approx. % Used
900 – Inventory & GIS Database Development	\$47,800	72%
910 – Condition & Criticality Assessment	\$31,700	6%
920 – Metering & Modeling	\$24,640	0%
930 – Software, Hardware, & Training	\$2,000	0%
940 – Sewer Televising	\$0	na
950 – Level of Service	\$2,500	1%
960 – Cap. Imp. Plan & Rate Structure Development	\$24,5000	9%
970 – Other – Mapping	\$0	na
Total C2AE	\$133,140	29%
Total Project Including Other Venders, etc.	\$237,355	28%

SCHEDULE STATUS (from Engineering Agreement):

Wastewater (WAMP) Task	Target	Status
900 – Inventory & GIS Database Development	May-Jul 2018 9	Nearly Complete
910 – Condition & Criticality Assessment	Aug-Oct 2018 9	Nearly Complete
920 – Metering & Modeling	Jul-Nov 2018 9	Continues
930 – Software, Hardware, & Training	May-Jul 2018 9	Started planning for training
940 – Sewer Televising	Aug-Nov 2018 9	Done
950 – Level of Service	Nov-Dec 2018 9	xxx
960 – CIP & Rate Structure Development	Nov-Dec 2018 9	Continues
970 – Other – Grant Application Preparation	Nov 2013	Done
Rate Methodology Submittal to MDEQ	End of May 2020	On schedule
SAW Grant Budget Deadline	End of Nov 2020	On schedule

Stormwater (SAMP) Task	Target	Status
900 – Inventory & GIS Database Development	Aug-Oct 2018 19	Data Entry Continuing
910 – Condition & Criticality Assessment	Oct-Nov 2018 19	Continuing
920 – Metering & Modeling	Mar-Apr 2019	Planning
930 – Software, Hardware, & Training	May-Jul 2018 19	Started
940 – Sewer Televising	May-Jun 2019	Planning
950 – Level of Service	Jun-Jul 2019	xx
960 – CIP & Rate Structure Development	Jun-Jul 2019	xx
970 – Other – Mapping for Drainage Model	May-Jul 2018	Done
SAW Grant Budget Deadline	End of Nov 2020	On schedule

INPUT NEEDED FROM CLIENT:

- na

CLIENT INPUT, DECISIONS AND DIRECTIVES:

- na

REALIZED OR ANTICIPATED CONCERNS:

- na

VALUE ADDED:

- C2AE Escanaba staff background & knowledge of Newberry WWTF provides for planning & implementation efficiencies throughout the AMP & Project Planning process



Newberry AREA CHAMBER OF COMMERCE

The Newberry Area Chamber of Commerce along with the Save-Restore-Grow Newberry Committee will be hosting our 14th Annual Legislative Luncheon and would like you to save the date and attend this great event.



2019 *Legislative* LUNCHEON

October 4, 2019

11:00 AM – 1:00 PM

Zellar's Village Inn

7552 State Hwy M123

Newberry, MI 49868

You may purchase tickets at the Newberry Area Chamber of Commerce office by mail or stopping by our office located at 4947 County Road 460.

Please RSVP before September 27, 2019 as seating is limited.

Tickets before September 27, 2019 \$20.00

Tickets after September 27, 2019 \$25.00

Sponsorship Opportunities Exist! Please see our enclosure for more info!

P.O. Box 308 Newberry, MI 49868 nbychamber@gmail.com 1-906-293-5562

RESOLUTION

VILLAGE OF NEWBERRY STATE TRUCKLINE MAINTENANCE ON BEHALF OF MICHIGAN DEPARTMENT OF TRANSPORTATION

Motion By: _____

Supported By: _____

WHEREAS, the Village of Newberry is governed by the General Law Village Act (1895 PA 3) which establishes the Village Council as the legislative authority, and

WHEREAS, it is in the interest of safety, construction, improvement, or maintenance of state truckline highways to enter into an agreement with the Michigan Department of Transportation; and

WHEREAS, _____ (fill in name of person) will represent the Village of Newberry and be authorized to sign up for DocuSign and process payments on behalf of the Village of Newberry during the contract time period of October 1, 2019 – September 30, 2024; and

NOW, THEREFORE BE IT RESOLVED, the Village Council recommends entering into a contract with the Michigan Department of Transportation for maintenance of state truckline highways. The Village of Newberry will provide personnel, equipment, materials, and facilities to maintain the state truckline highways and provide agreed upon services under the terms of the contract.

NOW THEREFORE BE IT RESOLVED, I, Terese Schummer, Clerk of said Village of Newberry, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Newberry, County of Luce, State of Michigan, at a regular meeting held on September 17, 2019 that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, and that the minutes of said meeting be kept and will be or have been made available as required by said Act.

AYES: _____

NAYS: _____

ABSENT: _____

In Testimony Whereof, I have hereunto set my hand and Affixed the seal of said Village of Newberry, this 17th day of September 2019.

Terese Schummer, Clerk
Village of Newberry

Date

Lori A. Stokes, Village President
Village of Newberry

Date

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
VILLAGE OF NEWBERRY

This Contract, made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

Village of Newberry.

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

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

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.
3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

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

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

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

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

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

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/Electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

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

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

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

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

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

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

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

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

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

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

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

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

Section 9. SUBCONTRACTS

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

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

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

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

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

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

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

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

The subcontract solicitation and approval process will be as follows:

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

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

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

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will 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 will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

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

Section 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

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

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

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

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

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

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. Non-Bulk Items (measured by area or count):

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

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

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

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.
- It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

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

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

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

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

SECTION 21: TREES AND SHRUBS

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

SECTION 22: EQUIPMENT LIST

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

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 - 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 - 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

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

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

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

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

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

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

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

VILLAGE OF NEWBERRY

BY: _____
TITLE:

BY: _____
TITLE:



MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C
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 D

STATE ADMINISTRATIVE BOARD RESOLUTION 2017-2 PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS AND RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.	\$499,999 or less	<p>Not required</p> <p>Note: Emergency contracts \$250,000 or greater require SAB approval.</p>
	\$500,000 or greater	<p>Required prior to the start of work</p> <p>Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p>

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

CERTIFICATE OF INSURANCE
FOR STATE HIGHWAY MAINTENANCE CONTRACT
Information required by MDOT to report insurance coverage.

DISTRIBUTION:
Original - Maintenance Div.
Copy - Insured Party
Copy - Insurance Agency
Copy - Insurance Company

TO MICHIGAN DEPARTMENT OF TRANSPORTATION: The subscribing insurance company certifies that the motor vehicle insurance for limits of liability as indicated, herein, has been procured by and furnished in behalf of the named insured.

NAME OF INSURED		ADDRESS					
TYPE OF INSURANCE							
INSURANCE	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	COVER-AGE	* LIMITS OF LIABILITY		
					EACH PERSON	EACH ACCIDENT	AGGREGATE
Automobile Liability Insurance with respect to owned, hired and non-owned automobiles.				B. 1.			
				P. D.			
The subscribing company agrees that the policy referred to herein shall not be changed or cancelled until thirty (30) days written notice has been given to the MICHIGAN DEPARTMENT OF TRANSPORTATION, Lansing, Michigan.							
INSURANCE COMPANY		ADDRESS					
AUTHORIZED REPRESENTATIVE SIGNATURE (<u>Do not stamp.</u>)					DATE		

* This limits of liability shall be no less than \$250,000 each person and \$500,000 each accident for Bodily Injury.

**VILLAGE OF NEWBERRY
REVISING SIGNATORY FOR ALL BANK ACCOUNTS
RESOLUTION**

Motion By: _____

Supported By: _____

WHEREAS, the Village of Newberry is governed by the General Village Law Act (1895 PA 3) which establishes the legislative council as the Village authority, and

WHEREAS, the Village of Newberry is authorizing the following persons to sign checks on behalf of the Village of Newberry for all banking accounts: _____
(Fill in names authorized to sign checks, the Treasurer **must** be included as an authorized signatory). The Council requires every check to contain at least two signatories.

NOW THEREFORE BE IT RESOLVED, I, Terese Schummer, Clerk of said Village of Newberry, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Newberry, County of Luce, State of Michigan, at a regular meeting held on September 17, 2019 that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, and that the minutes of said meeting be kept and will be or have been made available as required by said Act.

AYES: _____

NAYS: _____

ABSENT: _____

In Testimony Whereof, I have hereunto set my hand and Affixed the seal of said Village of Newberry, this 17th day of September 2019.

Terese Schummer, Clerk
Village of Newberry

Date

Lori A. Stokes, Village President
Village of Newberry

Date

**VILLAGE OF NEWBERRY
COUNTY OF LUCE
STATE OF MICHIGAN**

ORDINANCE NO. _____

An Ordinance to prohibit Marihuana Establishments in the Village of Newberry

Title: Prohibition of Marihuana Establishments

The Village of Newberry hereby ordains:

- 1. All Marihuana Establishments, as defined in Initiated Law 1 of 2018, the Michigan Regulation and Taxation of Marihuana Act (MCL 333.27951 *et seq*), shall be and are prohibited within the Village of Newberry.**

PUBLICATION AND RECORDING: This Ordinance shall be published once in a newspaper of general circulation within the boundaries of the Village of Newberry qualified under State law to publish legal notices immediately after its adoption, and the same shall be recorded in the minutes of the Village of Newberry of the meeting at which this Ordinance was adopted and, in addition shall be recorded in the Ordinance Book of the Village.

EFFECTIVE DATE: This Ordinance shall be in full force and effect upon publication.

Ayes:

Nays:

Absent:

ORDINANCE DECLARED ADOPTED.

By: Lori Stokes, Village President

By: Terese Schummer, Clerk
Date: _____, 2019

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Newberry, County of Luce, State of Michigan, at a regular meeting held on _____, 2019 that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I further certify that the foregoing Ordinance was published on _____ in the following newspaper: _____

KELLER THOMA

A PROFESSIONAL CORPORATION

LEONARD A. KELLER
(1905 - 1970)
RICHARD J. THOMA
(1904 - 2001)

THOMAS L. FLEURY
GARY P. KING
STEVEN H. SCHWARTZ*
LAURI A. READ
GOURI G. SASHITAL
GREGORY T. SCHULTZ
BRIAN M. RICHARDS**
MINDY BARRY***
CHELSEA K. DITZ
ELIZABETH A. YOUNG
KATHRYN E. JONES
NANCY L. NIEMELA

COUNSELORS AT LAW

SUITE 1240
26555 EVERGREEN ROAD
SOUTHFIELD, MI 48076-4255
FAX 313.965.4480
www.kellerthoma.com

STEVEN H. SCHWARTZ
DIRECT DIAL 313-965-8919
shs@kellerthoma.com

Also admitted in Ohio*
Also admitted in Illinois**
Also admitted in Virginia***

September 11, 2019

Jennifer James-Mesloh, Ph.D.
Village Manager
302 East McMillan Avenue
Newberry, MI 49868

RE: Proposal for Labor Attorney Services

Dear Dr. James-Mesloh:

This letter will serve as our proposal for KELLER THOMA to serve as labor attorneys for the Village of Newberry. We can provide assistance in labor relations with the Village's bargaining units, handle employment-related litigation, as well as advice on general employment matters.

In 2017, I merged my labor relations firm with KELLER THOMA, P.C. We have developed our practice around a high level of client service. We normally return all calls within one-two hours, unless we are in a hearing and return virtually all calls within twenty-four hours. Most projects are completed within a week. We typically discuss with the client when a response is needed.

PRIOR RELATED EXPERIENCE

As shown on the attached resume, I have practiced labor and employment law on behalf of employers for thirty-one years. As the lead negotiator in hundreds of collective bargaining negotiations, I have helped employers achieve contracts, economic concessions when necessary, and maintain critical management rights. I have represented employers in hundreds of grievance arbitrations and hearings before administrative agencies, and have won approximately 80% of those matters. I have defended employers in hundreds of EEOC and MDCR Charges of Discrimination, with over 95% of them being dismissed in favor of the employer. I have successfully represented clients in matters before the National Labor Relations Board, Equal



Jennifer James-Mesloh, Ph.D.
September 11, 2019
Page 2

Employment Opportunity Commission, Michigan Department of Civil Rights, Michigan Unemployment Insurance Agency, the Michigan Employment Relations Commission, as well as in civil litigation in federal and state courts.

I hold an "AV" rating in the Martindale-Hubbell Directory, which is the highest possible rating for a lawyer. Prior to joining KELLER THOMA, I maintained my own law firm for 21 years after being associated with Dykema Gossett's Employment Relations Section.

Prior to joining the Dykema Gossett law firm, I served in the municipal sector for ten years. As Assistant City Manager/Personnel Director for the City of Birmingham, I participated in negotiations and administration of ten labor agreements with AFSCME, Teamsters, POAM, COAM, and IAFF. During that period, I prepared virtually all of the City's exhibits and was the key witness on behalf of the City interest and grievance arbitrations. I was also responsible in Birmingham for the defense of grievance arbitrations, discrimination complaints, salary and benefit administration and general personnel matters.

I am currently an arbitrator on the American Arbitration Association's Labor Arbitration and Employment Litigation panels. I serve as a "neutral" case evaluator (mediation) in Wayne, Macomb and Oakland County Circuit Courts.

FEE STRUCTURE

My hourly rate is \$175 per hour. If research is needed, I will discuss that with you prior to starting any research. One of the firm's associates will perform that work, at an hourly rate of \$165 per hour. We do not charge for faxes, routine copying or postage.

Our fees are billed monthly. Our bills provide a brief description of the services rendered, the amount of professional time involved, and any supplemental expenses (such as court filing fees) incurred on the client's behalf. Our time is recorded in quarter-hour increments unless you prefer billing in one-tenth-hour increments. We charge for travel time between 8:00 a.m. and 6:00 p.m. and one-way for evening meetings after 6:00 p.m. We do not charge for travel time if the total day's bill exceeds eight hours. Although I doubt there would be a need to travel to the Village since our communication will be by email or telephone, if there is a need for me to come to the Village, I will discuss with you the feasibility of staying in my condo in Petoskey, rather than at lodging near the Village.

To further minimize costs, we suggest that the Village do most of the copying of documents. If the Village is unable to handle copying of exhibits and similar large copying for hearings and similar proceedings, we would be able to handle copying for the Village and would discuss a rate with you.



KELLER THOMA

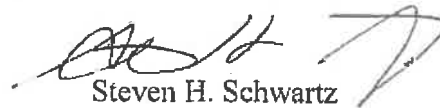
Jennifer James-Mesloh, Ph.D.
September 11, 2019
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SERVICES AS LABOR COUNSEL

We welcome the opportunity to offer our management labor relations expertise to the Village of Newberry and would be pleased to meet with you to provide additional information. Again, thank you for considering us in your selection of labor counsel.

Very truly yours,

KELLER THOMA, A PROFESSIONAL CORPORATION


Steven H. Schwartz

SHS/dg



KELLER THOMA

Jennifer James-Mesloh, Ph.D.
September 11, 2019
Page 4

STEVEN H. SCHWARTZ
26555 Evergreen Road, Suite 1240
Southfield, MI 48076
(313) 965-8919

PROFESSIONAL EXPERIENCE

KELLER THOMA, P.C.
Southfield, Michigan

Employment Relations and Labor Law
September 2017 to Present

Steven H. Schwartz & Associates, P.L.C. merged with Keller Thoma, P.C. on September 1, 2017.

STEVEN H. SCHWARTZ & ASSOCIATES, P.L.C.
Southfield, Michigan

Employment Relations and Labor Law
June 1996 to August 2017

Represented public and private sector employers in all aspects of employment law, including litigation, collective bargaining and planning litigation preventative measures. Legal counsel to numerous local units of government. Labor and Employment Litigation Arbitrator appointed by the American Arbitration Association. Served as case evaluator for Wayne, Macomb and Oakland County Mediation Tribunals (Continued activities listed under Dykema Gossett). Completed required training and observation to be court-appointed facilitative mediator.

DYKEMA GOSSETT
Detroit, Michigan

Employment Relations and Labor Law
August 1988 to June 1996

Employment Litigation: Won over 90% of arguments before the Sixth Circuit and Michigan Court of Appeals; second chair in one jury trial; first and second chair in numerous wrongful discharge, discrimination and other employment-related litigation (motion practice, depositions, mediation, witness preparation and preparation of procedural and dispositive briefs). Successfully represented clients in numerous EEOC/MDCR matters. Prepared one brief to U.S. Supreme Court.

Traditional Labor: Won approximately 80% of all grievance arbitrations; first chair in one administrative trial and second chair in an NLRB trial; first and second chair in numerous hearings before the National Labor Relations Board, the Michigan Employment Relations Commission and civil service commissions. Represented private and public sector clients in collective bargaining and election campaigns. Successfully defended municipal clients in mediation and Act 312 arbitration.

Prepared numerous employment applications, handbooks and policies, counseled clients on all aspects of employment law including employment discrimination, wrongful discharge, union-management issues, unemployment compensation, wage and hour issues and MIOSHA/OSHA.



KELLER THOMA

Jennifer James-Mesloh, Ph.D.
September 11, 2019
Page 5

**INTERGOVERNMENTAL CABLE
COMMUNICATIONS AUTHORITY**
Huntington Woods, Michigan

Executive Director
January 1987 to June 1988

Administrator for consortium of eleven cities in Oakland County that regulated a common cable television franchise. Enforced franchised agreement, negotiated franchise amendments, administered grants and initiated technical experiments.

CITY OF BIRMINGHAM
Birmingham, Michigan

Assistant to the City Manager/
Personnel Director
June 1978 to January 1987

Labor Relations: Negotiated and administered contracts with five unions. Prepared cost analysis of contract proposals. Key witness in numerous Act 312 and grievance arbitration hearings.

Administration: Supervised five employees and prepared budgets for several departments. Assisted department heads in City Code enforcement and administration.

Personnel: Developed an employee performance appraisal system. Interviewed supervisory, clerical and police officer candidates. Administered employee insurance programs and coordinated risk management system.

Cable Television: Served as staff for the Cablecasting Board. Drafted an enabling Ordinance and administered the franchise selection process. Negotiated the franchise agreement with the operator on behalf of four cities.

EDUCATION

WAYNE STATE UNIVERSITY
Detroit, Michigan

J.D. – 1988; G.P.A. – 3.7
Class Rank – Top 2%

Order of the Coif

Law Review, Assistant Articles Editor, article published in Wayne Law Review, “After Carr: Rehabilitating the Michigan Handicappers’ Statute”, Moot Court, Quarter Finalist in the Fall 1985 and Winter 1986 competitions, Gold Key Certificate (Class Standing 1985/1986), Corpus Juris Secundum Award (Academic Achievement 1985/1986), American Jurisprudence Award (Land Use 1986)

UNIVERSITY OF MICHIGAN

Masters Degree in Urban Planning – Ann Arbor, Michigan
1978

Concentration in housing and community development; Graduate Teaching Assistant for Introduction to Urban Planning



KELLER THOMA

Jennifer James-Mesloh, Ph.D.
September 11, 2019
Page 6

CLARK UNIVERSITY
Worcester, Massachusetts

B.A. Government – 1976
Graduated with Honors

Concentration in Urban Studies



Budget Amendments

GL Number	Description	19 Adopted	19 Amended	19 Activity	New Amended	Change
101-000-665.000	INTEREST EARNED	800.00	800.00	9,457.18	9,457.18	8,657.18
101-000-678.000	REIMBURSE - EQUIPMENT RENTAL	142,000.00	142,000.00	159,178.27	159,178.27	17,178.27
101-101-752.000	OFFICE SUPPLIES	500.00	500.00	25.22	250.00	(250.00)
101-101-915.000	MEMBERSHIPS & SUBSCRIPTIONS	250.00	250.00	0.00	125.00	(125.00)
101-172-706.000	HOLIDAY	2,000.00	2,000.00	380.80	1,000.00	(1,000.00)
101-172-719.000	HOSPITALIZATION	2,308.00	3,500.00	3,705.36	4,000.00	500.00
101-172-724.000	SICK PAY	2,500.00	2,500.00	751.34	1,500.00	(1,000.00)
101-172-726.000	LIFE INSURANCE	79.00	79.00	90.72	100.00	21.00
101-172-850.000	TELEPHONE	100.00	100.00	141.61	150.00	50.00
101-172-913.000	TRAVEL	100.00	100.00	0.00	0.00	(100.00)
101-201-705.000	VACATION PAY	6,000.00	6,000.00	938.81	3,000.00	(3,000.00)
101-201-706.000	HOLIDAY PAY	3,000.00	3,000.00	541.65	2,000.00	(1,000.00)
101-201-719.000	HOSPITALIZATION	17,410.00	15,000.00	6,467.16	13,000.00	(2,000.00)
101-201-719.100	HOSPITAL INS RETIREE	3,200.00	3,200.00	3,714.79	3,800.00	600.00
101-201-725.000	WORKERS' COMPENSATION	1,000.00	1,000.00	1,078.93	1,100.00	100.00
101-201-752.000	OFFICE SUPPLIES	2,500.00	2,500.00	810.10	1,500.00	(1,000.00)
101-201-752.200	IT SOFTWARE	15,000.00	15,000.00	4,111.50	10,000.00	(5,000.00)
101-201-801.000	PROFESSIONAL & CONTRACTUAL	12,000.00	12,000.00	3,071.11	10,000.00	(2,000.00)
101-201-803.000	BAD DEBT EXPENSE	0.00	0.00	8.12	10.00	10.00
101-201-804.000	LEASE EXPENSE	0.00	500.00	845.64	1,000.00	500.00
101-201-850.000	TELEPHONE	5,000.00	2,000.00	884.83	1,500.00	(500.00)
101-201-913.000	TRAVEL	0.00	65.61	104.33	150.00	84.39
101-201-935.000	PROPERTY LIABILITY INSURANCE	0.00	0.00	4,304.30	4,400.00	4,400.00
101-201-980.000	CAP OUTLAY-OFFICE EQUIP & FURN	2,000.00	2,000.00	777.01	1,500.00	(500.00)
101-215-725.000	WORKERS' COMPENSATION	0.00	5.00	8.54	10.00	5.00
101-223-801.000	PROF & CONTR SERVICES	2,000.00	2,000.00	0.00	1,500.00	(500.00)
101-223-801.200	LEGAL	13,000.00	13,000.00	2,747.79	8,000.00	(5,000.00)
101-230-702.000	ORD OFFICER WAGES	15,934.00	14,000.00	5,924.50	11,000.00	(3,000.00)
101-230-850.000	TELEPHONE	100.00	400.00	494.64	600.00	200.00
101-253-752.000	OFFICE SUPPLIES	350.00	350.00	35.80	200.00	(150.00)
101-253-752.100	OPERATING SUPPLIES	0.00	0.00	87.48	100.00	100.00
101-253-801.000	PROFESSIONAL & CONTRACTUAL	3,600.00	3,600.00	213.79	3,000.00	(600.00)
101-253-851.000	POSTAGE	1,200.00	0.00	440.00	600.00	600.00
101-253-900.000	PUBLISHING & PRINTING	50.00	50.00	358.89	500.00	450.00
101-265-702.000	WAGES	0.00	2,719.64	3,637.96	4,000.00	1,280.36
101-265-719.000	HOSPITALIZATION	0.00	500.00	700.57	800.00	300.00
101-265-726.000	LIFE INSURANCE	0.00	2.00	5.56	10.00	8.00
101-265-753.000	TOOLS & EQUIP (UNR CAP, THRESH	1,000.00	1,000.00	0.00	500.00	(500.00)
101-265-801.000	PROF & CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	1,000.00	(1,000.00)
101-265-940.000	BLDG & GROUNDS EQUIP RENTAL	500.00	3,000.00	3,016.94	3,200.00	200.00
101-301-709.000	EMPLOYER'S FICA & MEDICARE	1,125.00	1,125.00	1,423.78	1,500.00	375.00
101-301-717.000	RETIREMENT - MERS - EMPLOYER P	9,576.00	9,576.00	10,010.74	11,000.00	1,424.00
101-441-702.000	WAGES	47,465.00	15,000.00	16,179.13	17,000.00	2,000.00

Budget Amendments

GL Number	Description	19 Adopted	19 Amended	19 Activity	New Amended	Change
101-441-703.000	SALARIES	8,753.00	8,000.00	3,461.05	7,000.00	(1,000.00)
101-441-705.000	VACATION	7,000.00	6,000.00	2,823.93	5,000.00	(1,000.00)
101-441-706.000	HOLIDAY	2,000.00	2,000.00	2,319.09	2,500.00	500.00
101-441-719.000	HOSPITALIZATION	8,700.00	8,700.00	13,192.52	13,500.00	4,800.00
101-441-721.000	H.S.A.	1,800.00	2,100.00	3,100.00	3,100.00	1,000.00
101-441-724.000	SICK PAY	1,700.00	2,500.00	2,813.90	3,000.00	500.00
101-441-725.000	WORKERS' COMPENSATION	2,500.00	2,500.00	495.66	2,000.00	(500.00)
101-441-726.000	LIFE INSURANCE	142.00	142.00	179.21	200.00	58.00
101-441-751.000	LICENSE FEES	400.00	400.00	0.00	100.00	(300.00)
101-441-752.000	OFFICE SUPPLIES	250.00	250.00	35.77	100.00	(150.00)
101-441-753.000	TOOLS & EQUIPMENT	300.00	300.00	96.98	200.00	(100.00)
101-441-801.000	PROFESSIONAL AND CONTRACTUAL	500.00	500.00	1,248.74	1,300.00	800.00
101-441-850.000	TELEPHONE	100.00	350.00	511.63	600.00	250.00
101-441-900.000	PUBLISHING & PRINTING	0.00	0.00	90.00	100.00	100.00
101-441-910.000	PROFESSIONAL DEVELOPMENT	100.00	0.00	201.00	300.00	300.00
101-441-940.000	EQUIPMENT RENTAL	1,000.00	5,632.15	7,223.40	8,000.00	2,367.85
101-480-709.000	EMPLOYER'S FICA	0.00	500.00	709.02	800.00	300.00
101-480-717.000	RETIREMENT - MERS - EMPLOYER P	0.00	400.00	610.49	620.00	220.00
101-480-719.000	HOSPITALIZATION	0.00	1,500.00	2,617.13	2,800.00	1,300.00
101-480-726.000	LIFE INSURANCE	0.00	11.00	17.45	18.00	7.00
101-480-940.000	EQUIPMENT RENTAL	14,000.00	16,100.00	16,908.11	17,000.00	900.00
101-524-702.000	WAGES	0.00	10,000.00	12,332.10	14,000.00	4,000.00
101-524-717.000	RETIREMENT - MERS - EMPLOYER P	0.00	1,000.00	1,095.25	1,200.00	200.00
101-524-719.000	HOSPITALIZATION	0.00	5,000.00	6,151.07	7,000.00	2,000.00
101-524-725.000	WORKERS' COMPENSATION	0.00	1,000.00	1,213.54	1,300.00	300.00
101-524-726.000	LIFE INSURANCE	0.00	40.00	45.38	50.00	10.00
101-524-752.100	OPERATING SUPPLIES	1,000.00	1,000.00	1,142.67	1,500.00	500.00
101-524-753.000	TOOLS & EQUIP(UNDER CAP. THRE)	1,500.00	1,500.00	231.82	800.00	(700.00)
101-524-759.000	GAS OIL & GREASE	20,000.00	20,000.00	17,481.35	22,000.00	2,000.00
101-524-801.000	PROF & CONTRACTUAL SERVICES	3,500.00	3,500.00	1,580.25	3,356.80	(143.20)
101-524-932.000	VEHICLE REPAIRS & MAINTENANCE	12,000.00	12,000.00	11,114.71	15,000.00	3,000.00
101-524-981.000	CAPITAL OUTLAY-VEHICLES	20,000.00	20,000.00	0.00	10,000.00	(10,000.00)
101-525-702.000	WAGES	0.00	2,700.00	3,275.93	3,500.00	800.00
101-525-752.100	OPERATING SUPPLIES	500.00	400.00	31.47	100.00	(300.00)
101-525-940.000	EQUIPMENT RENTAL	0.00	3,900.00	3,933.03	4,000.00	100.00
101-528-725.000	WORKERS' COMPENSATION	0.00	900.00	1,110.99	1,200.00	300.00
101-528-825.000	SPRING CLEANUP	0.00	0.00	2,527.60	2,527.60	2,527.60
101-528-851.000	POSTAGE	0.00	600.00	655.62	700.00	100.00
101-528-900.000	PUBLISHING & PRINTING	0.00	500.00	593.35	600.00	100.00
101-528-932.000	VEHICLE REPAIRS & MAINTENANCE	1,000.00	1,000.00	0.00	500.00	(500.00)
101-528-950.000	RECYCLE BINS	0.00	930.00	1,240.00	1,300.00	370.00

Budget Amendments

GL Number	Description	19 Adopted	19 Amended	19 Activity	New Amended	Change
Total Revenues: Total		722,000.00	729,140.25	393,278.39	754,975.70	25,835.45
Expenditures:		623,111.00	623,111.00	424,939.66	623,111.00	0.00
Net of Rev/Exp:		98,889.00	106,029.25	(31,661.27)	131,864.70	25,835.45

Budget Amendments

GL Number	Description	19 Adopted	19 Amended	19 Activity	New Amended	Change
202-000-488.000	LRP MAJOR STREET	0.00	1,029.76	1,544.63	1,544.63	514.87
202-463-710.000	UNEMPLOYMENT	2,000.00	2,000.00	0.00	1,429.00	(571.00)
202-463-725.000	WORKERS COMPENSATION	1,672.00	1,672.00	2,153.58	2,200.00	528.00
202-463-726.000	LIFE INSURANCE	87.00	87.00	122.69	130.00	43.00
Total Revenues:		147,449.00	148,478.76	91,668.50	148,993.63	514.87
Total Expenditures:		114,465.00	138,136.00	100,802.23	138,136.00	0.00
Net of Rev/Exp:		32,984.00	10,342.76	(9,133.73)	10,857.63	514.87

Budget Amendments

GL Number	Description	19 Adopted	19 Amended	19 Activity	New Amended	Change
203-000-488.000	LRP LOCAL STREETS	600.00	600.00	617.87	617.87	17.87
203-000-589.000	SIDEWALK REVENUE	0.00	0.00	40.00	40.00	40.00
203-463-702.000	WAGES	74,961.00	60,205.00	8,407.48	59,710.00	(495.00)
203-463-725.000	WORKERS COMPENSATION	2,000.00	2,000.00	2,153.58	2,200.00	200.00
203-463-726.000	LIFE INSURANCE	205.00	205.00	464.47	500.00	295.00
Total Revenues:Total		183,800.00	183,800.00	59,978.43	183,857.87	57.87
Expenditures:Net of		173,643.00	173,643.00	81,638.83	173,643.00	0.00
Rev/Exp:		10,157.00	10,157.00	(21,660.40)	10,214.87	57.87

Budget Amendments

GL Number	Description	19 Adopted	19 Amended	19 Activity	New Amended	Change
582-000-644.650	SAVE THE BELLS	0.00	0.00	775.50	775.50	775.50
582-000-665.100	INTERST SAVE THE BELLS	0.00	22.74	38.32	38.32	15.58
582-582-713.000	WAGES - OVERTIME	1,889.00	3,000.00	4,512.93	4,600.00	1,600.00
582-582-717.000	RETIREMENT - MERS - EMPLOYER P	9,032.00	14,000.00	21,835.01	25,000.00	11,000.00
582-582-753.000	TOOLS & EQUIPMENT	5,000.00	5,000.00	0.00	4,000.00	(1,000.00)
582-582-801.000	PROFESSIONAL & CONTRACTUAL	60,000.00	44,863.00	2,129.60	43,000.00	(1,863.00)
582-582-810.000	CREDIT CARD FEE EXPENSE	2,000.00	2,000.00	175.50	1,500.00	(500.00)
582-582-850.000	TELEPHONE	150.00	150.00	362.19	500.00	350.00
582-582-851.000	POSTAGE	6,000.00	6,000.00	223.52	500.00	(5,500.00)
582-582-900.000	PUBLISHING AND PRINTING	400.00	400.00	0.00	213.00	(187.00)
582-582-980.000	CAPT OUTLAY-OFFICE EQUIP & FUR	0.00	600.00	1,344.02	1,500.00	900.00
582-583-719.100	HOSPITAL INS RETIREE	1,500.00	6,000.00	7,606.23	8,000.00	2,000.00
582-583-724.000	SICK PAY	14,000.00	14,000.00	6,350.49	12,000.00	(2,000.00)
582-583-752.000	OFFICE SUPPLIES	1,500.00	1,500.00	383.24	1,000.00	(500.00)
582-583-801.200	LEGAL	0.00	4,500.00	6,596.78	7,000.00	2,500.00
582-583-804.000	LEASE EXPENSE	0.00	800.00	845.67	1,000.00	200.00
582-583-915.000	MEMBERSHIPS & SUBSCRIPTIONS	5,000.00	5,000.00	421.50	1,500.00	(3,500.00)
582-584-929.000	REPAIRS & MAINTENANCE	1,000.00	1,000.00	929.91	1,500.00	500.00
582-585-709.000	EMPLOYER'S FICA	3,000.00	3,000.00	387.18	1,000.00	(2,000.00)
582-585-713.000	WAGES - OVERTIME	2,500.00	2,500.00	0.00	1,000.00	(1,500.00)
582-585-719.000	HOSPITALIZATION	500.00	1,500.00	1,758.40	2,000.00	500.00
582-585-752.100	OPERATING SUPPLIES	1,000.00	1,000.00	14.99	500.00	(500.00)
582-585-860.000	TRANSPORTATION	1,000.00	1,000.00	0.00	500.00	(500.00)
Total Revenues:		2,340,600.00	2,347,762.99	1,507,908.31	2,348,554.07	791.08
Total Expenditures:		2,320,872.00	2,320,872.00	1,182,424.08	2,320,872.00	0.00
Net of Rev/Exp:		19,728.00	26,890.99	325,484.23	27,682.07	791.08

Budget Amendments

GL Number	Description	19 Adopted	19 Amended	19 Activity	New Amended	Change
590-000-645.500	PENALTIES & LATE FEES	1,000.00	3,100.00	4,106.80	4,107.00	1,007.00
590-537-702.000	WAGES	132,618.00	125,000.00	74,190.12	118,700.00	(6,300.00)
590-537-702.000-PSW01	WAGES	0.00	0.00	1,854.30	1,854.30	1,854.30
590-537-706.000	HOLIDAY	5,000.00	5,000.00	5,833.13	6,000.00	1,000.00
590-537-709.000-PSW01	EMPLOYER'S FICA	0.00	0.00	189.55	189.55	189.55
590-537-713.000	WAGES - OVERTIME	1,085.00	3,000.00	3,563.01	4,000.00	1,000.00
590-537-713.000-PSW01	WAGES - OVERTIME	0.00	0.00	728.48	728.48	728.48
590-537-724.000	SICK PAY	7,000.00	7,000.00	7,788.99	7,800.00	800.00
590-537-725.000	WORKMANS' COMPENSATION	2,100.00	2,100.00	2,794.54	2,800.00	700.00
590-537-726.000-PSW01	LIFE INSURANCE	0.00	0.00	11.83	11.83	11.83
590-537-753.000	TOOLS & EQUIP (UNDER THRES)	15,000.00	14,391.89	961.29	13,004.01	(1,387.88)
590-537-801.200	LEGAL	8,000.00	8,000.00	8,905.13	9,000.00	1,000.00
590-537-929.100	PREVENTATIVE MAINTENANCE	5,000.00	5,000.00	116.44	3,000.00	(2,000.00)
590-537-940.000	EQUIPMENT RENTAL	14,000.00	14,000.00	4,559.19	11,600.00	(2,400.00)
590-537-940.000-PSW01	EQUIPMENT RENTAL	0.00	0.00	1,406.02	1,406.02	1,406.02
590-537-991.000	PRINCIPAL	155,000.00	155,000.00	160,000.00	160,000.00	5,000.00
590-537-992.200	INTEREST BOND #2	84,150.00	84,150.00	82,547.70	82,547.70	(1,602.30)
Total Revenues:		1,300,700.00	1,303,940.25	676,992.52	1,304,947.25	1,007.00
Total Expenditures:		1,269,974.00	1,269,974.00	776,807.33	1,269,974.00	0.00
Net of Rev/Exp:		30,726.00	33,966.25	(99,814.81)	34,973.25	1,007.00

Budget Amendments

GL Number	Description	19 Adopted	19 Amended	19 Activity	New Amended	Change
591-536-702.000	WAGES	158,914.00	150,000.00	82,314.78	144,000.00	(6,000.00)
591-536-706.000	HOLIDAY PAY	2,000.00	4,000.00	4,870.26	5,500.00	1,500.00
591-536-713.000	OVERTIME	523.00	3,000.00	4,148.23	6,000.00	3,000.00
591-536-725.000	WORKERS' COMPENSATION	3,216.00	3,216.00	3,228.27	3,500.00	284.00
591-536-726.000	LIFE INSURANCE	1,024.00	1,024.00	1,278.38	1,500.00	476.00
591-536-752.000	OFFICE SUPPLIES	3,000.00	3,000.00	532.96	2,000.00	(1,000.00)
591-536-804.000	LEASE EXPENSE	0.00	800.00	845.66	1,200.00	400.00
591-536-850.000	TELEPHONE	0.00	2,000.00	1,897.49	2,200.00	200.00
591-536-851.000	POSTAGE	1,500.00	1,500.00	1,435.64	1,700.00	200.00
591-536-910.000	PROFESSIONAL DEVELOPMENT	2,500.00	2,500.00	1,379.89	2,440.00	(60.00)
591-536-929.000	REPAIRS & MAINTENANCE	10,000.00	10,000.00	1,052.36	8,000.00	(2,000.00)
591-536-940.000	EQUIPMENT RENTAL	0.00	4,000.00	4,558.97	5,000.00	1,000.00
591-536-991.100	PRINCIPAL NOTES PAYABLE 2005	35,000.00	35,000.00	37,000.00	37,000.00	2,000.00
Total Revenues:		952,800.00	959,940.25	630,016.97	959,940.25	0.00
Total Expenditures:		951,959.00	951,959.00	500,482.28	951,959.00	0.00
Net of Rev/Exp:		841.00	7,981.25	129,534.69	7,981.25	0.00

Newberry Fire Department and Columbus Township Fire Department

Automatic Mutual Aid Agreement

Automatic Mutual Aid Agreement

Purpose: In effort to provide the best services to the residents of Luce County, the Fire Departments of Newberry and Columbus Township have agreed to enter an Automatic Mutual Aid Agreement to provide the adequate resources during any emergency event.

Definitions:

Automatic: Done or occurring spontaneously, without conscious thought or intention.

Automatic Aid: Automatic aid is assistance dispatched automatically by contractual agreement between two communities or fire districts to all emergency events.

EMS: Emergency Medical Services

Governing body: A group of people who formulate the policy and direct the affairs of an institution in partnership with the managers, especially on a voluntary or part-time basis.

Gross Negligence: Is a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

Incident Commander: The person responsible for all aspects of an emergency response.

Indemnity: Security or protection against a loss or other financial burden.

Mutual Aid: Mutual aid are agreements between neighboring jurisdictions and involve a formal request for assistance.

MVA: Motor Vehicle Accident

PPE: Personal Protective Equipment

POV: Personally Owned Vehicle

Torts: A wrongful act or an infringement of a right civil legal liability.

Clarification: For the purpose of this document, “Requesting department” is defined as the department who is primarily responsible for the village or township the emergency situation is occurring in. For the purpose of this document, “Requested department” is defined as the department that is responding outside their jurisdiction to assist another department.

Newberry Fire Department and Columbus Township Fire Department

Automatic Mutual Aid Agreement

Determination of Need: In the event of any emergency situation listed below in either Columbus or Lakefield Townships, The Newberry Fire Department will *automatically* be paged out and respond via Chippewa County Central Dispatch (CCCD) to assist the Columbus Township Fire Department. Emergencies that **DO** require automatic mutual aid include the following:

Airplane Accident/Emergency. Extrication. Fire All Other. Fire Appliance. Brush/Grass Fire.

Chimney Fire. Fire Electrical. Fire Explosive. Fire Spill. Fire Structure. Fire Vehicle.

Hazmat. PI Accident. Rescue. Rollover PDA. Traffic Accident.

In the event of any emergency situation listed below in McMillian Township, Pentland Township, or the Village of Newberry the Columbus Township Fire Department will *automatically* be paged out and respond via Chippewa County Central Dispatch (CCCD) to assist the Newberry Fire Department. Emergencies that **DO** require automatic mutual aid include the following:

Airplane Accident/Emergency. Extrication. Fire All Other. Fire Appliance. Brush/Grass Fire.

Chimney Fire. Fire Electrical. Fire Explosive. Fire Spill. Fire Structure. Fire Vehicle.

Hazmat. PI Accident. Rescue. Rollover PDA. Traffic Accident.

Requesting Assistance: Using the approved incident command system developed within the requesting department's protocols, the Incident Commander (IC) shall request the appropriate department to respond to any emergency where the other department wasn't automatically paged out for. The IC shall request through CCCD to page out the appropriate apparatuses, personnel, equipment, etc., that are needed.

Response to Request: The Incident Commander of the requested Fire Department shall make available any if not all of the requested services available to respond. If the requested services are not available, the Fire department shall notify the requesting agency of the situation and respond with whatever services are available. If the requesting department requires equipment that is unavailable, the requesting department will have to request other departments services not outlined in this Local Aid Agreement, or wait until requested services are available.

Newberry Fire Department and Columbus Township Fire Department

Automatic Mutual Aid Agreement

Authorization to Respond: The governing bodies of the Newberry Fire Department authorize the use of services to *automatically* respond to assist Columbus Township Fire Department given the above *requesting assistance* procedures were met. The governing bodies of the Columbus Township Fire Department authorize the use of services to *automatically* respond to assist the Newberry Fire Department when the request follows the above *requesting assistance* procedures.

Level of Staffing: Both the Newberry Fire Department and the Columbus Township Fire Department shall respond with, to the best of their abilities, the amount of personnel the entity would respond with if the emergency situation were to occur in their own coverage area. Due to the home locations of many members of the Newberry Fire Department, when an emergency call for service is paged out that meet the requirements as listed above in the Determination of Need section where the Newberry Fire Department is responding to assist Columbus Township, the members of the Newberry Fire Department who live in Columbus or Lakefield Townships may respond directly to the scene in their POV **ONLY** if they have full PPE available. Upon arrival they must position there POV in an area away from traffic and not impeding emergency units arriving on scene. The responders must radio the responding units placing themselves on scene and issuing a scene size up. Under **NO** circumstances shall any other members of either department respond directly to a scene in their personally owned vehicle unless specifically directed by the IC. All personal that respond shall be at a minimum, certified as a State of Michigan Firefighter I.

Incident Command: At the scene of any emergency there will be a Unified command system that will oversee all operations throughout the duration of the incident. The Incident Commanders from both departments may assign (at his or her discretion) additional command units from their department to assist with operational assignments and duties. The Incident Commanders shall coordinate all services through communication with the requested departments command staff. Upon arrival, the first arriving department **MUST** establish command over the radio (48FE911) to ensure additional arriving units know who to respond to. Examples on how to establish command are below:

1. "Central, show Newberry Engine 1 on scene, Newberry 2 will have command"
2. "Central, show Columbus Brush on scene, Columbus 13 will have command"

If it is determined that departments are going to transfer command within their department or transfer command to the other department, that **MUST** be broadcasted over (48FE911). Examples on how to transfer command are below:

1. "Central from Columbus 13"... "Be advised, Columbus 13 is transferring command to Newberry 1, Newberry 1 now has command"
2. Central from Newberry 3"... "Be advised, Newberry 3 is transferring command to Newberry 1, Newberry 1 now has command"

Newberry Fire Department and Columbus Township Fire Department

Automatic Mutual Aid Agreement

3. "Central from Newberry 1"... "Be advised, Newberry 1 is transferring command to Columbus 1, Columbus 1 now has command"

Note: It is agreed upon by both departments that each department on scene will have their own commanding officer and will operate under the Unified Command System. That officer will oversee all operations within their department's staff. Both ICs will work together at all incidents to mitigate the emergency situation.

During every emergency scene, there will be a system put in place agreed upon by both departments for accountability. The accountability system will be followed to the best of both departments staffing abilities.

Communications: Each department will use the appropriate communication radio channels and frequencies that are established within department protocols. Once automatic aid has been dispatched, all communications en-route to the scene will be on 800 Mhz 48FE911. All communications on scene will be on VHF Fire Tac 1 and 800 mhz 48FE911 or 48FIRE. The IC **MUST** broadcast of 48FE911 what radio frequency operations are going to take place on. It is up to each department to supply firefighters with VHF handheld radios for fire ground operations.

Cancellation of Services: Upon arrival of the requesting agencies first apparatus' commanding officer, the officer must make a decision after scene size up determining if the requested agencies services are still needed. If it is concluded the services are no longer needed or partial services are no longer needed, the commanding officer must notify CCCD promptly to cancel the appropriate services.

Withdrawal of Emergency Services: If services are required in the coverage area of any requested department, the department may withdrawal from the scene at any given point if the services that are being required are not already available. The withdrawal of services shall be done after consulting with the IC.

Reimbursement for Cost of Service: The reimbursement for services is defined as what the requesting Fire Department has developed within their policies. The requested department assumes responsibility for any services they perform that may require a post operational fee and are not entitled to charge any additional fees that the requesting department may have already charged. It is up to the requested department to financially support any services they have provided without submitting due amounts to the requesting department or citizens of the emergency.

Newberry Fire Department and Columbus Township Fire Department

Automatic Mutual Aid Agreement

Indemnity of Joint Programs: The requesting agency assumes all responsibility from any claims, judgements, demands, costs, legal fees, damages, and/or injury and death to personnel, and/or damage or destruction of property to any person, place, or entity that may arise at the conclusion of the joint program for emergency operations.

Except: When the above arises due to gross negligence or intentional torts of employees of the responding community which were not specifically ordered by the IC.

Employee Benefits: The employer of the requested agency is responsible for providing the same benefits, salaries, workmen's comp, etc. while responding and acting during an automatic and/or mutual aid agreement.

Termination: Both, The Newberry Fire Department and Columbus Township Fire Department have the right to terminate this agreement at any point in time. It is agreed upon that the departments must give a 60 days' notice of termination and withdrawal of service.

Types of Equipment: The following information lists the services that each department can respond with when requested for automatic and or mutual aid.

Newberry Fire Department:

- Engine 1
- Engine 2
- Ladder 1
- Rescue (Jaws of Life)
- Tanker 1
- Tanker 2
- Truck 1
- Expedition
- Personnel up to 28

Columbus Township Fire Department:

- Engine 1 (Jaws of Life)
- Engine 2 (Jaws of Life)
- Tanker 1
- Tanker 2
- Brush Truck
- Personnel up to 15

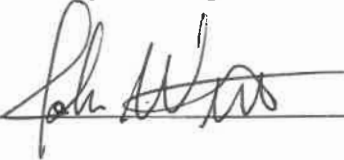
Annual Review: At a minimum, Newberry Fire and Columbus Township Fire Departments must meet to review and adjust (if needed) this mutual aid agreement annually. The Sign of Agreement page must be signed by all parties annually.

Newberry Fire Department and Columbus Township Fire Department

Automatic Mutual Aid Agreement

Sign of Agreement:

Chief of Newberry Fire Department

Signature: _____

Newberry Fire Departments Governing Body Representative

Signature: _____

Chief of Columbus Township Fire Department

Signature: _____

Columbus Fire Departments Governing Body Representative

Signature: _____

Luce County Emergency Management/ 911 Coordinator

Signature: _____

NEWBERRY WATER & LIGHT BOARD
REGULAR MEETING MINUTES
September 10, 2019

Present: Board members: Vincent, Dishaw, Medelis.

Absent: Brown, Wendt.

Also Present: Clerk -Schummer, Lori Stokes, Scott Ouellette.

Call to Order: Chairperson Vincent called the meeting to order at 5:30 p.m. at the Village of Newberry Offices, 302 East McMillan Avenue, followed by the Pledge of Allegiance.

Approval of Agenda: Moved by Dishaw, support by Medelis, **CARRIED**, to approve agenda as presented. Ayes: All. Absent: Brown, Wendt.

Approval of Minutes: Moved by Medelis, support by Dishaw, **CARRIED**, to approve minutes from the August 13, 2019 W&L meeting as written. Ayes: All. Absent: Brown, Wendt.

Water and Light Chairperson Announcements: None.

Public Comments on Agenda Items: Comment heard from Scott Ouellette.

Submission of Bills and Financial Updates:

A.) **Water & Light – Monthly Bills – August 2019** - Motion by Medelis, support by Dishaw, **CARRIED**, recommend Village Council pay the August Electric Fund bill in the amount of \$92,903.70. Discussion followed. Ayes: All. Absent: Brown, Wendt. Motion by Dishaw, support by Medelis, **CARRIED**, recommend Village Council pay the August Water Fund bill in the amount of \$12,742.55. Discussion followed. Ayes: All. Absent: Brown, Wendt.

B.) **Christmas Light Fund** - Bank statement had not arrived.

Petitions and Communications:

1.) Legislative Luncheon: a flyer was presented, by the Newberry Area Chamber of Commerce, regarding the Legislative Luncheon being held on Oct. 4, 2019.

Introduction and Adoption of Ordinances and Resolutions: None.

Reports of Village Management:

- 1.) Superintendent of Water and Light: Joe Lively, working foreman, submitted a written report.
- 2.) Assistant Village Manager: Submitted charts.
- 3.) Village Manager: None.

Unfinished Business: None.

New Business:

1.) Budget Amendments – Water and Electric Fund: Moved by Dishaw, support by Medelis, **CARRIED**, to approve the recommended budget amendments as presented. Ayes: All. Absent: Brown, Wendt.

Comments By Board Members: Medelis stated he was frustrated with the lack of staff at the meeting to answer questions. He wanted to know who keeps track of time taken off by the staff. Discussion followed.

Adjourn Meeting: Motion by Medelis, support by Dishaw, **CARRIED**, to adjourn meeting at 5:47 p.m. Ayes: All. Absent: Brown, Wendt.

These minutes are unapproved until voted on at the next meeting.

Terese Schummer, Clerk

Lawrence Vincent, Chairperson

**Village of Newberry
Planning Commission Meeting
Monday, August 26, 2019
Meeting Location: 302 East McMillan Ave.
Meeting Time: 6:00 p.m.**

1. Call to order:

Meeting was called to order by Chairman Vincent at 6:04pm

2. Pledge of Allegiance:

Chairman Vincent asked all to rise and pledge allegiance to the flag.

3. Rollcall:

Roll call was taken and all were present except Hardenbrook. Also present: Jennifer James-Mesloh

4. Approval of Agenda:

Motion by Vanatta with support from Stiffler to approve the agenda. A vote by voice was taken with all voting in the affirmative.

5. Approval of Minutes:

Planning Commission Meeting – July 29, 2019 at 6:01pm. Motion by Vanatta, second by Stiffler to approve minutes. A vote by voice was taken with all voting in the affirmative.

6. Planning Commission Chairperson Announcements:

Planning Commission vacancy – still advertising for open seat.

7. Communications from the Public:

None

8. Petitions and Communications:

None

9. Unfinished Business:

The (RRC) Redevelopment Ready Communities

Public Participation Plan – Stakeholder Involvement: Youth Groups – The Commission discussed how to engage the youth of the village to seek their input as to what would get them to stay or come back to the Village once they graduate high school. An important question to ask is “what would the youth like to see happen within the Village?”

10. New Business:

MML – Recreational Marihuana, a draft ordinance has been put together by the Village attorney. The Commission, after reviewing the ordinance, recommended that a sunset provision be added so that after a year, the Council would revisit the ordinance.

Creation of Zoning Ordinance – a proposal was put together by Beckett & Raeder to create a zoning ordinance for the Village. Due to the cost, this would need to be put out for bidding.

Multi-Year Funding Request to Council – the Commission is asking the Council for \$2,700 from the 2020 budget to help pay for the drafting of a zoning ordinance. A motion by Vanatta with support from Stiffler was made, with all voting in the affirmative, to ask the Council for \$2,700.

11. Comments by Planning Commission Members:

None

12. Adjournment - Regular Session

With no further business before the Planning Commission, a motion was made by Vanatta to adjourn the meeting at 6:45pm. Motion carried.

41 LUMBER Ad Hoc COMMITTEE MINUTES

August 23, 2019

302 East McMillam Ave.

10:00 a.m.

Present: Catherine Freese, Dan Hardenbrook, Harold Dishaw

Also Present: Charles Medelis, Cliff Fossitt

First order of business, do we rebuild or take a sum of money. After some discussion rebuilding on site would be in the best interest of the Village.

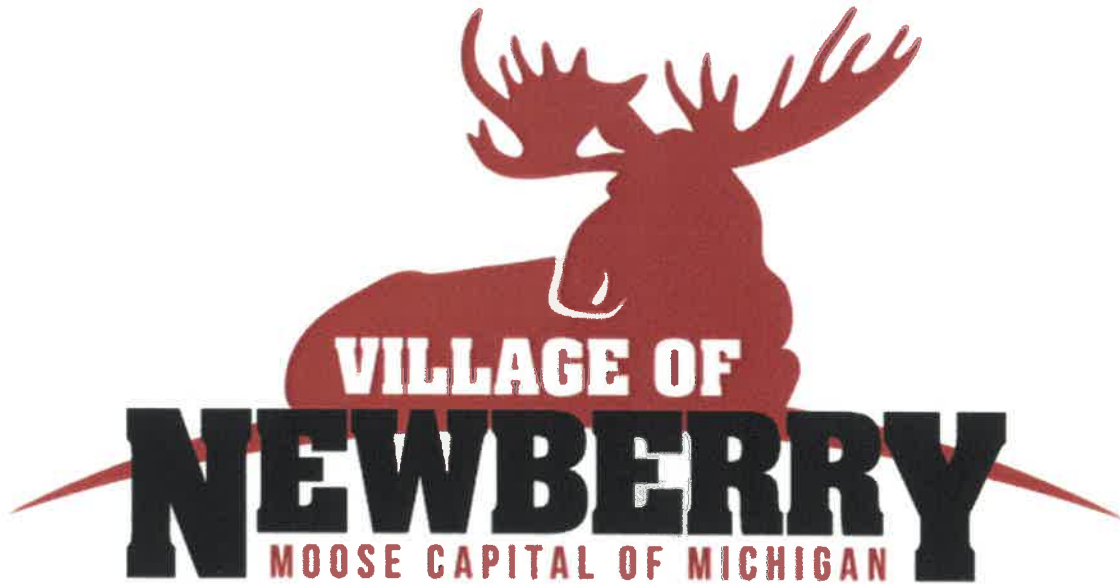
To determine if we have single or multiple use building (DPW – DPW/Office space) a R.F.P. from a Design/Engineering firm would be needed and they would also need to know how much money they will have to work with.

Due to the time frame it was felt that construction should start in the spring.

Meeting adjourned at 10:45 a.m.

Harold Dishaw

VILLAGE OF NEWBERRY



CODE OF CONDUCT FOR ELECTED OFFICIALS

Prepared by the Village of Newberry Council
Management Committee

Code of Conduct for Elected Officials

The Three R's of Government Leadership: Roles, Responsibilities, and Respect

General Village Law and the Michigan Municipal League provides detailed information on the roles and responsibilities of Council Members, President Protem, and President. The Village's Rules of Conduct provides guidance on ethical issues and questions of right and wrong. Until now, what has not been clearly written down is a Code of Conduct for Newberry's elected officials.

This Code of Conduct is designed to describe the manner which Council Members should treat one another, Village staff, constituents, and others they may meet while representing the Village of Newberry.

The contents of this Code of Conduct include:	Pages
• Overview of Roles and Responsibilities	3-4
• Policies and Protocol Related to Conduct	4-6
• Council Conduct with One Another	6-7
• Council Conduct with City Staff	7-8
• Council Conduct with the Public	9-10
• Council Conduct with Other Public Agencies	11
• Council Conduct with Boards and Committees	11-12
• Council Conduct with the Media	12-13
• Council Social Media Use	13
• Sanctions	13-14
• Principles of Proper Conduct	14-15
• Checklist for Monitoring Conduct	15-16
• Glossary of Terms	16

The constant and consistent theme through all the conduct guidelines is “respect.” Council Members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials must exhibit appropriate behavior. Demonstrating respect for every individual through words and actions is a touchstone that can help guide Council Members to do the right thing in even the most difficult situations.

Overview of Roles & Responsibilities

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the resources from organizations such as the Michigan Municipal League (MML) and the General Village Law Handbook (GVL).

PRESIDENT

- Acts as the official head of the Village for all ceremonial purposes.
- Chairs Council meetings.
- Calls for special meetings.
- Recognized as the spokesperson for the Village.
- Selects substitutes for Village representation when unable to attend.
- Makes judgement calls on proclamations, Special Orders of the Day, etc.
- Recommends subcommittees as appropriate for Council approval.
- Leads the Council into an effective, cohesive working team.
- Signs documents on behalf of the Village.
- Serves as official delegate of the Village.

PRESIDENT PRO TEM

- Is appointed by the Council and serves at the pleasure of the Council.
- Performs the duties of the President if the President is absent or disabled.
- Chairs Council meetings at the request of the President.
- Represents the Village at ceremonial functions at the request of the President.

ALL COUNCIL MEMBERS

All members of the Village Council, including the President and President Pro Tem, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members should:

- Fully participate in Village Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- Be available to attend all Village Council meetings or assigned committee meetings. While the occasional absence for valid reasons is acceptable, chronic absenteeism will not be tolerated.

- Prepare in advance of Council meetings and be familiar with issues on the agenda.
- Represent the Village at ceremonial functions at the request of the President.
- Be respectful of other's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in Newberry government.
- Provide contact information with the Village Clerk in case an emergency or urgent situation arises while the Council Member is out of town.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Code of Conduct.

MEETING CHAIR

The President will chair official meetings of the Village Council, unless the President Pro Tem or another Council Member is designated as Chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers.
- Keeps discussion and questions focused on specific agenda item under consideration.
- Makes parliamentary rulings with advice, if requested, from the Village Clerk who acts as an advisory parliamentarian. Chair rulings may be overturned if a Council Member makes a motion as an individual and a majority of the Council votes to overrule the Chair.

FORMER COUNCIL MEMBERS

Past members of the Village Council who speak to the current Village Council about a pending issue should disclose who they are speaking on behalf of (individual or organization).

Policies & Protocol Related to Conduct

Ceremonial Events

Requests for a Village representative at ceremonial events will be handled by Village staff. The President will serve as the designated Village representative. If the President is unavailable, Village staff will determine if event organizers would like another representative from the Council. If yes, the President will recommend which Council Member should be asked to serve as a substitute. Invitations received at the Village Office are presumed to be for the official Village representative. Invitations addressed to Council Members at their homes are presumed to be for unofficial, personal consideration.

Correspondence Signatures

Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. Village staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the President unless the President requests that they be signed by another Council Member or Village staff. If correspondence is addressed only to one Council Member, that Council Member should check with staff on the best way to respond to the sender.

Endorsement of Candidates

Council Members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official Village meetings.

Intergovernmental Relations

The Council will hold an annual meeting on intergovernmental relations (IGR) to assign specific Council Members to take a leadership role on new issues and to hear updates on pending issues. A Chair for each Council Subcommittee should be selected at the first meeting of the Subcommittee after the IGR assignments are made.

Legislative Process

The Village uses parliamentary procedure for meeting management.

Non-agenda Items

During a designated public comment portion of the agenda, citizens, Council Members, and staff may bring forth issues of questions that are not on the meeting's agenda. Topics should be legislative items requiring action by the President or the Council, study issues for future consideration, and requests for information. Each speaker, citizen, or elected official, will be limited to three minutes.

Public Announcements in Council Meetings

Council Members who want to speak first during the Public portion of the Council meeting should notify the Chair in advance. Otherwise, Council Members will be recognized when the Chair acknowledges them. Council Members, like members of the public who use this portion of the agenda to recognize achievements or promote an event, will be limited to three minutes each and should keep the focus on matters of community-wide interest.

Public Comment Protocol

Council Members will not express opinions during the public comment portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by

Council Members are not appropriate until after the close of the public comment portion of the meeting. Council Members should refrain from arguing or debating with the public during public comment and shall always show respect for different points of view.

Main motions may be followed by amendments, followed by substitute motions. Any Council Member can call for a point of order. Only Council Members who voted on the prevailing side may make motions to reconsider. Council Members who desire to make the first motion on issues which they feel strongly about should discuss their intention with the Chair in advance of the Council meeting.

Travel Expenses

The policies and procedures related to the reimbursement of travel expenses for official Village business by Council Members are outlined in the Village Policy. All Council travel in excess of the allowed budget, in which the Council Member expects to officially represent the Village and/or be reimbursed by the Village for travel costs, must be approved in advance by the Council. The travel policy and budget for Council should be reviewed at each annual budget cycle.

Council Conduct with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council may “agree to disagree” on contentious issues.

IN PUBLIC MEETINGS

- **Use formal titles**

The Council should refer to one another formally during public meetings as President, President Pro Tem or Council Trustee followed by the individual’s last name.

- **Practice civility and decorum in discussions and debate**

Difficult questions, tough challenges to a specific viewpoint, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

- **Honor the role of the Chair in maintaining order**

It is the responsibility of the Chair to keep the command of Council Members on track during public meetings. Council Members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair’s actions, those

objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- **Avoid personal comments that could offend other Council Members**

If a Council Member is personally offended by the remarks of another Council Member, the offended Council Member should make notes of the actual words used and call for a “point of personal privilege” that challenges the other Council Member to justify or apologize for the language used. The Chair will maintain control of this discussion.

- **Demonstrate effective problem-solving approaches**

Council Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the whole community.

IN PRIVATE ENCOUNTERS

- **Continue respectful behavior in private**

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

- **Be aware of the insecurity of written notes, voicemail messages, and e-mail**

Technology allows words written or said without much forethought to be distributing wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially “public” communication.

- **Even private conversations can have a public presence**

Elected officials are always on display. Their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

Council Conduct with Village Staff

Governance of the Village relies on the cooperative efforts of elected officials, who set policy, and Village staff, who implement and administer the Council’s policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by all individuals for the good of the community.

- **Treat all staff as professionals**

Clear, honest communication that respects the abilities, experience, and dignity of all individuals is expected. Poor behavior towards staff is not acceptable.

- **Limit contact to specific Village staff**

Questions of Village staff and/or requests for additional background information should be directed only to the Village Manager.

Requests for follow-up or directions to staff should be made only through the Village Manager when appropriate. When in doubt about what staff contact is appropriate, Council Members should ask the Village Manager for direction. Materials supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information.

- **Do not disrupt Village staff from their job**

Council Members should not disrupt Village staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

- **Never publicly criticize an individual employee**

Council should never express concerns about the performance of a Village employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the Village Manager through private correspondence or conversation.

- **Do not get involved in administrative functions**

Council Members must not attempt to influence Village staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of licenses and permits.

- **Check with the Village Manager on correspondence before taking an action**

Before sending correspondence, Council Members should check with the Village Manager to see if an official response has already been sent or is in progress.

- **Do not attend meetings with Village staff unless requested by staff**

Even if the Council Member does not say anything, the Council Member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

- **Limit requests for staff support**

Requests for additional staff support, even in high priority or emergency situations, should be made to the Village Manager who is responsible for allocating Village resources in order to maintain a professional, well-run government.

- **Do not solicit political support from staff**

Council Members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Village staff. Village staff may, as

private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

Council Conduct with the Public

IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice, or disrespect should be evident on the part of individual Council Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be welcoming to speakers and treat them with care and gentleness**

Even those who are used to standing in front of a group or giving presentations may find themselves anxious when speaking to the Council. The way the Council treats people during public comment can do a lot to make the speaking public either relax or push their emotions to a higher level of intensity.

- **Be fair and equitable in allocating public hearing time to individual speakers**

Any member of the public who wishes to speak during public comment times should be given the same amount of time to speak. It's not the public's fault if the meeting is running longer than expected and they should not be penalized for it. The Chair will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during public comment unless the Council requests additional clarification later in the process. A speaker may not yield their time to another speaker. After the close of public comment, no more public testimony will be accepted unless the Chair reopens public comment for a limited and specific purpose.

- **Give the appearance of active listening**

It is disconcerting to speakers when Council Members do not look at them when they are speaking. It is fine to look down at documents or make notes but reading for a long period of time gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

- **Ask for clarification, but avoid debate and argument with the public**

Only the Chair, not individual Council Members, can interrupt a speaker during a presentation. However, a Council Member can ask the Chair for a point of order if the speaker is off the topic or exhibiting behavior or language the Council Member finds disturbing.

If speakers become flustered or defensive by Council questions, it is the responsibility of the Chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council Members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council Members' personal opinions or inclinations about upcoming votes should not be revealed until after public comment is closed.

- **No personal attacks of any kind, under any circumstance**

Council Members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

- **Follow parliamentary procedure in conducting public meetings**

The Village Clerk serves as advisory parliamentarian for the Village and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Chair, subject to the appeal of the full Council.

IN UNOFFICIAL SETTINGS

- **Make no promises on behalf of the Council**

Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Village policy and to refer to Village staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise Village staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

- **Make no personal comments about other Council Members**

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions and actions.

- **Remember that Newberry is a small town**

Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper decorum in the Village of Newberry. Honesty and respect for the dignity of individuals should be reflected in every word and action taken by Council Members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

Council Conduct with Other Public Agencies

- **Be clear about representing the Village or personal interests**

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the Village; 2) whether this is the majority or minority opinion of the Council.

If the Council Member is representing the Village, the Council Member must support and advocate the official Village position on an issue, not a personal viewpoint.

If the Council Member is representing another organization whose position is different from the Village, the Council Member should withdraw from voting on the issue if it significantly impacts or is detrimental to the Village's interest. Council Members should be clear about which organizations they represent and inform the President and Council of their involvement.

- **Correspondence also should be equally clear about representation**

Village letterhead may be used when the Council Member is representing the Village and the Village's official position. A copy of official correspondence should be given to the Village Clerk to be filed in the Clerk's Office as part of the permanent public record.

Council Members may not use Village letterhead for correspondence of Council Members representing a personal point of view, or a dissenting point of view from an official Council position.

Council Conduct with Boards and Committees

The Village has established several Boards and Committees as a means of gathering more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the Village Council. They are a valuable resource to the Village's leadership and should be treated with appreciation and respect.

- **If attending a Board or Committee meeting, be careful to only express personal opinions**

Council Members may attend any Board or Committee meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business, or developer – could be viewed as unfairly

affecting the process. Any public comments by a Council Member at a Board or Committee meeting should be clearly made as individual opinion and not a representation of the feelings of the entire Village Council.

- **Limit contact with Board and Committee members to questions of clarification**

It is inappropriate for a Council Member to contact a Board or Committee Member to lobby on behalf of an individual, business, or developer. It is acceptable for Council Members to contact Board or Committee members in order to clarify a position taken by the Board or Commission.

- **Remember that Boards and Committees serve the community, not individual Council Members**

The Village Council appoints individuals to serve on Boards and Committees, and it is the responsibility of Boards and Committees to follow policy established by the Council. But Board and Committee members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten Board and Committee members with removal if they disagree about an issue. Appointment and re-appointment to a Board or Committee should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board or Committee appointment should not be used as a political “reward.”

- **Be respectful of diverse opinions**

A primary role of Boards and Committees is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on Boards and Committees but must be fair and respectful of all citizens serving on Boards and Committees.

- **Keep political support away from public forums**

Board and Commission members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support Board and Committee members who are running for office, but not in an official forum in their capacity as a Council Member.

- **Inappropriate behavior can lead to removal**

Inappropriate behavior by a Board or Committee member should be noted to the President, and the President should counsel the offending member.

Council Conduct with the Media

Council Members are frequently contacted by the media for background and quotes.

- **The best advice for dealing with the media is to never go “off the record”**

Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- **The President is the official spokesperson for the representative on Village position**

The President is the designated representative of the Council to present and speak on the official Village position. If an individual Council Member is contacted by the media, the Council Member should be clear about whether their comments represent the official Village position or a personal viewpoint. All media requests for interviews, announcements, or documents should be directed to the Village President. The Village President should designate which Council Members should respond to the request or decide if the request should be forwarded to the Village Manager for response.

- **Choose words carefully and cautiously**

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Council Social Media Use

The lines between public and private, personal and professional are blurred in online social networks. Identifying oneself as a Council Member online carries an obligation to conduct oneself in a professional and civil manner. To that extent disclaimers should be used on personal sites that reflect the content contained therein is in no relation to their professional duties as a Council Member.

- **Appropriate/Inappropriate Social Media Behavior**

- Disclose that comments are the personal opinion of the poster and is not an official statement from the Village.
- Comments should not contain profanity, racial slurs, or derogatory terms, and should not contain personal or defamatory attacks.
- Comments should not encourage illegal activity.
- There is no right to privacy when commenting on any official social media site maintained by the Village and is subject to FOIA requests.

Sanctions

- **Public Disruption**

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

• **Inappropriate Staff Behavior**

Council Members should refer to the Village Manager any Village staff or to the Village Attorney any Village Attorney's staff who do not follow proper conduct in their dealings with Council Members, other Village staff, or the public. These employees may be disciplined in accordance with standard Village procedures for such actions. (Please refer to the section on Council Conduct with Village Staff for more details on interaction with Staff.)

• **Council Members Behavior and Conduct**

Council Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the Village of Newberry or with inter-government agencies) or have official travel restricted. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Council Members should point out to the offending Council Member infractions of the Code of Ethics or Code of Conduct. If the offenses continue, then the matter should be referred to the President in private. If the President is the individual whose actions are being challenged, then the matter should be referred to the President Pro Tem.

It is the responsibility of the President to initiate action if a Council Member's behavior may warrant sanction. If no action is taken by the President, the alleged violation(s) can be brought up with the full Council in a public meeting.

If violation of the Code of Conduct is outside of the observed behaviors by the President or Council Members, the alleged violation should be referred to the President. The President should ask the Village Manager and/or the Village Attorney to investigate the allegation and report the findings to the President. It is the President's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full Council to consider in a public meeting; or forming a Council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as to recommend sanction options for Council consideration. Videotaping of the complaint hearing should be used for a Council ad hoc subcommittee.

Principles of Proper Conduct

Proper conduct IS...

- Keeping promises.
- Being dependable.
- Showing consistent attendance and participation
- Building a solid reputation.
- Participating and being available.
- Demonstrating patience.

- Showing empathy.
- Holding onto ethical principles under stress.
- Listening attentively.
- Studying thoroughly.
- Keeping integrity intact.
- Overcoming discouragement.
- Going above and beyond, time and time again.
- Modeling a professional manner.

Proper conduct IS NOT...

- Showing antagonism or hostility.
- Refusing to attend or participate.
- Deliberately lying or misleading.
- Speaking recklessly.
- Spreading rumors.
- Stirring up bad feelings or divisiveness.
- Acting in a self-righteous manner.

It all comes down to respect!

Respect for one another as individuals. Respect for the validity of different opinions. Respect for the democratic process. Respect for the community that we serve.

Checklist for Monitoring Conduct

- Will my decision/statement/action violate the trust, rights, or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I will have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would my conduct be evaluated by people whose integrity and character I respect?
- Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?

- Can I take legitimate pride in the way I conduct myself and the example I set?
- Do I listen and understand the views of others?
- Do I question and confront different points of view in a constructive manner?
- Do I work to resolve differences and come to mutual agreement?
- Do I support others and show respect for their ideas?
- Will my conduct cause public embarrassment to someone else?

Glossary of Terms

Attitude	The manner which one shows one's dispositions, opinions, and feelings.
Behavior	External appearance or action; manner of behaving; carriage of oneself.
Civility	Politeness, consideration, courtesy.
Conduct	The way one acts; personal behavior.
Courtesy	Politeness connected with kindness.
Decorum	Suitable; proper; good taste in behavior.
Manners	A way of acting; a style, method, or form; the way in which things are done.
Point of Order	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.
Point of Personal Privilege	A challenge to a speaker to defend or apologize for comments that a fellow Council Member considers offensive.
Propriety	Conforming to acceptable standards of behavior.
Protocol	The courtesies that are established as proper and correct.
Respect	The act of noticing with attention; holding in esteem; courteous regard.

VILLAGE OF NEWBERRY



302 East McMillan Avenue, Newberry, MI 49868 Phone: 906-293-3433 Fax: 906-293-8890

Newberry Fire Department August Report 2019

Here is our report for August. We received 9 calls for service.

- 3 Motor Vehicle Accidents
- Old Structure/Illegal Burn
- Motor Vehicle Accident- Mutual Aid with
Columbus Township Fire
- Lightening Strike Brush Fire
- Unauthorized Burn- Mutual Aid With
Columbus Township Fire; Cancelled
Enroute
- Wildfire
- Gas Odor/Leak

Received a Check from State to pay Steve Berry and Paul Gaberdiel for training they provided.

Had 1st Annual Golf Tournament.

Newberry Wastewater Treatment Plant

George Blakely Superintendent

September 2019 Report

The new RAS Pump was installed and is up and running. This should help us out during the high flow months.

FSO contacted the Plant and will be doing the Fall haul in early October.

The Chlorine change over was put out for bids. There were no bids received by the deadline.

- Monthly report submitted to EGLE
- Staff Safety Meeting
- Routine Preventive Maintenance
- RAS Pump installed
- Painting
- Eric's septic cleaned final clarifier scum pits

VILLAGE OF NEWBERRY



302 East McMillan Avenue, Newberry, MI 49868 Phone: 906-293-3433 Fax: 906-293-8890

Water and Light Department Joe Lively, Working Foreman August 2019

- Callout Outage (Squirrel, Broken Cutout)
- Callout Outage (car/pole accident)
- Callout Outage (Breaker)
- Meter Reading
- Street Light Maintenance
- MissDigs
- Seasonal On/Offs
- Baci Samples
- Disconnections - Non-Payment (10)
- EGLE Monitoring Samples (Wells #4 and #6)
 - 1 Sample #4 6 Samples #6\
 - Partial Chemistry, Pesticides, Herbicides, Volatile Organic Compounds, Metals, and Carbamates
- Exercised Generator, 3 Meg-Online
- Moved Hospital Transformer to Plant
- Callout (Reported outage for 2hrs)
- Outage at Co. Rd 372/430 (Blown Fuse)
- Water Shut Off Lowered
- Wire Transfers/Set 2 Poles Dollarville
- S.D. Meyers Oil Testing Regs, Transformers
- Redtags
- Well 7 Transducer failure

WATER AND LIGHT MISS DIGS

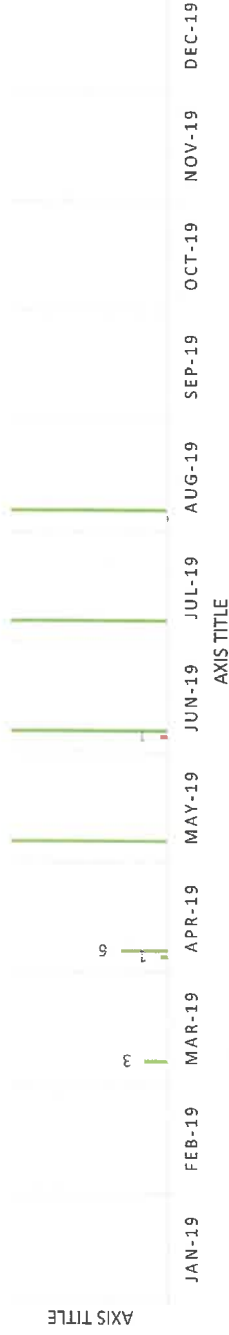
Water & Light Miss Digs Aug 2019



MISS DIGS	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
000 RESPONSE PENDING												
001 NO CONFLICT				1		1						
002 MARKED			3	6	24	32	22	27				
003 NOT COMPLETE												
004 MARKED-UTILITY REQUIRED ON SITE DURING EXCAVATION												
005 ON GOING COORDINATION												
006 NOT MARKED-NO ACCESS TO WORK AREA												
007 STATED SCOPE OF WORK COMPLETED												
008 FACILITY RESPONSE NOT REQUIRED												
009 ADDITIONAL LOCATING REQUIRED												
010 EXEMPT FROM MARKING												
013 CANCELED												
201 DESIGN-TASK FACILITIES												
202 DESIGN-TASK COMPLETED												
203 DESIGN-MARKING REQUIRED												
999 HAS NOT RESPONDED												
TOTALS	0	0	3	7	24	33	22	27	0	0	0	0

WATER & LIGHT

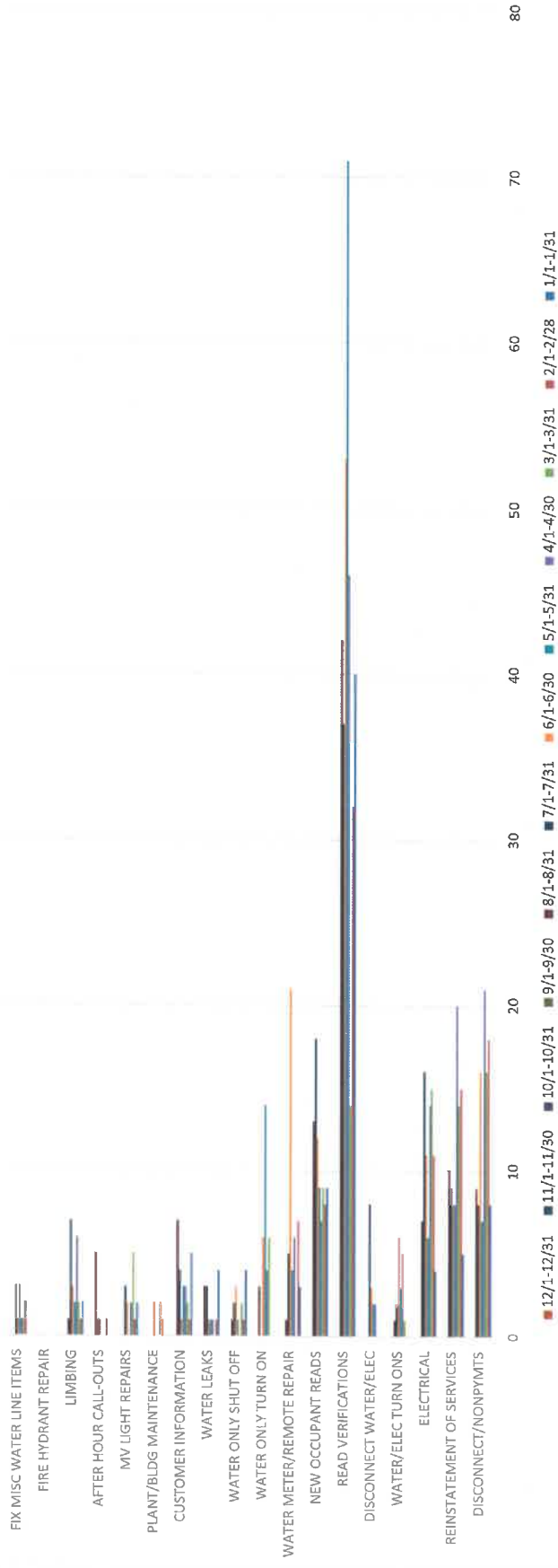
Series1 Series2 Series3 Series4 Series5 Series6 Series7 Series8 Series9 Series10 Series11 Series12 Series13 Series14 Series15 Series16



Water & Light Work Orders Report August 2019

CUSTOMER INFORMATION	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31
DISCONNECT/NONPYMTS	8	18	16	21	7	16	8	9				
REINSTATEMENT OF SERVICES	5	15	14	20	8	8	9	10				
ELECTRICAL	4	11	15	14	6	11	16	7				
WATER/ELEC TURN ONS	0	0	1	5	3	6	2	1				
DISCONNECT WATER/ELEC	0	0	0	2	2	3	8	0				
READ VERIFICATIONS	40	32	14	46	71	53	37	42				
NEW OCCUPANT READS	9	8	9	7	9	12	18	13				
WATER METER/REMOTE REPAIR	3	7	0	6	4	21	5	1				
WATER ONLY TURN ON	0	0	6	4	14	6	0	3				
WATER ONLY SHUT OFF	4	1	2	0	1	3	2	1				
WATER LEAKS	4	1	0	1	1	1	3	3				
CUSTOMER INFORMATION	5	1	2	3	3	1	4	7				
PLANT/BLDG MAINTENANCE	0	1	2	0	0	2	0	0				
MV LIGHT REPAIRS	2	1	5	2	0	2	3	0				
AFTER HOUR CALL-OUTS	0	0	1	0	0	1	1	5				
LIMBING	2	1	2	6	2	3	7	1				
FIRE HYDRANT REPAIR	0	0	0	0	0	0	0	0				
FIX MISC WATER LINE ITEMS	0	2	1	1	3	1	3	0				
TOTALS	86	99	90	138	134	150	126	103	0	0	0	0

Work Orders

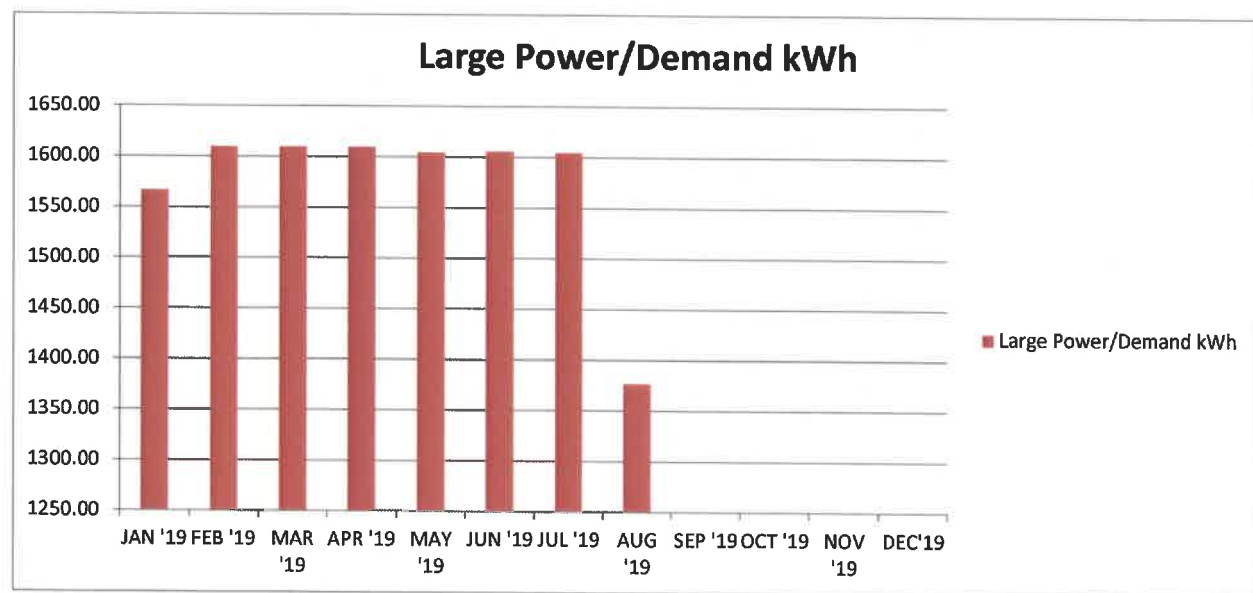


Water & Light

Electric Demand Report Large Power/Industrial

August 2019

MONTH:	LG POWER/INDUSTRIAL	BILLED AMOUNT
DEC '18	1596.00	\$ 14,580.32
JAN '19	1567.00	\$ 14,344.16
FEB '19	1610.00	\$ 14,656.35
MAR '19	1610.00	\$ 14,646.51
APR '19	1610.00	\$ 14,652.68
MAY '19	1605.00	\$ 14,610.43
JUN '19	1606.00	\$ 14,610.43
JUL '19	1605.00	\$ 14,610.43
AUG '19	1377.00	\$ 13,010.12
SEP '19		
OCT '19		
NOV '19		
DEC'19		



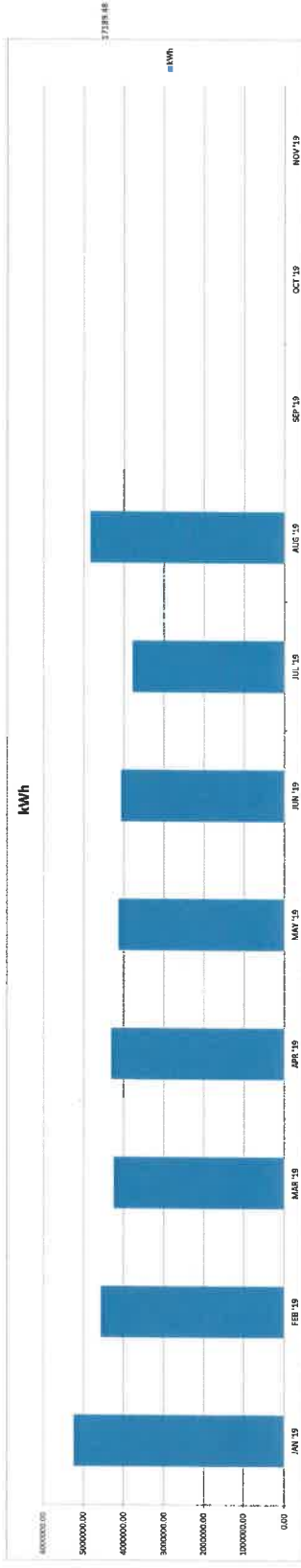
2019 - ELECTRIC CONSUMPTION / BILLING

2019	RESIDENTIAL						COMMERCIAL						LARGE POWER						DEMAND					
	ER	METERS	ER	FUEL ADJ	EO	BASE	ER	AMT BILLED	EC	METERS	EC	FUEL ADJ	EC	AMT BILLED	LG	METERS	LG	AMT BILLED	FUEL ADJ	DEMAND	METERS	DEMAND		
	KW								KW						KW					KW				
JAN	814308.00	1188	\$	17,403.15	\$	1,160.15	\$	85,266.66	328583.00	210	\$	7,007.66	\$	40,334.69	581551.00	15	\$	31,638.67	\$	15,825.61	1567.00	13	\$	14,344.16
FEB	758225.00	1188	\$	16,217.48	\$	1,081.35	\$	79,405.50	275482.00	208	\$	5,864.06	\$	34,167.79	459941.00	15	\$	25,342.16	\$	12,783.60	1610.00	13	\$	14,656.35
MAR	632228.00	1196	\$	10,544.74	\$	899.47	\$	66,207.35	274463.00	207	\$	4,571.48	\$	34,044.94	480731.00	15	\$	25,332.39	\$	8,152.17	1610.00	13	\$	14,646.51
APR	687758.00	1188	\$	11,473.95	\$	978.65	\$	72,020.51	260879.00	207	\$	4,364.87	\$	30,610.22	464458.00	15	\$	24,478.59	\$	7,920.20	1610.00	13	\$	14,652.68
MAY	583244.00	1189	\$	9,730.89	\$	830.02	\$	61,076.90	267090.00	207	\$	4,462.85	\$	31,333.07	512409.00	15	\$	26,990.87	\$	8,539.07	1605.00	13	\$	14,610.43
JUN	574345.00	1190	\$	9,583.04	\$	817.18	\$	60,099.81	236337.00	208	\$	3,968.17	\$	27,854.25	526257.00	15	\$	27,713.48	\$	8,870.46	1606.00	13	\$	14,610.43
JUL	507616.00	1192	\$	8,469.39	\$	722.47	\$	53,084.65	241038.00	217	\$	4,054.84	\$	28,442.53	501500.00	15	\$	26,401.65	\$	8,373.24	1605.00	13	\$	14,610.43
AUG	602194.00	1187	\$	10,865.24	\$	856.78	\$	62,949.68	323166.00	217	\$	5,876.54	\$	38,107.77	664908.00	15	\$	35,029.69	\$	12,076.22	1377.00	13	\$	13,010.12
SEP																								
OCT																								
NOV																								
DEC																								
TOTAL	5159918.00	9518.00	\$	94,287.88	7346.07	\$	540,111.06	2207038.00	1681.00	\$	40,170.47	\$	264,895.26	4191755.00	120.00	\$	222,837.50	\$	82,540.57	12590.00	104.00	\$	115,141.11	
AVG	644989.75	1189.75		11785.985	918.25875		67513.8825	275879.75	210.125		5021.30875		33111.9075	523969.375	15		27854.6875		10317.57125	1573.75	13		14392.63875	

TOTAL Kwh 11571.30
AVERAGE MET 1427.875

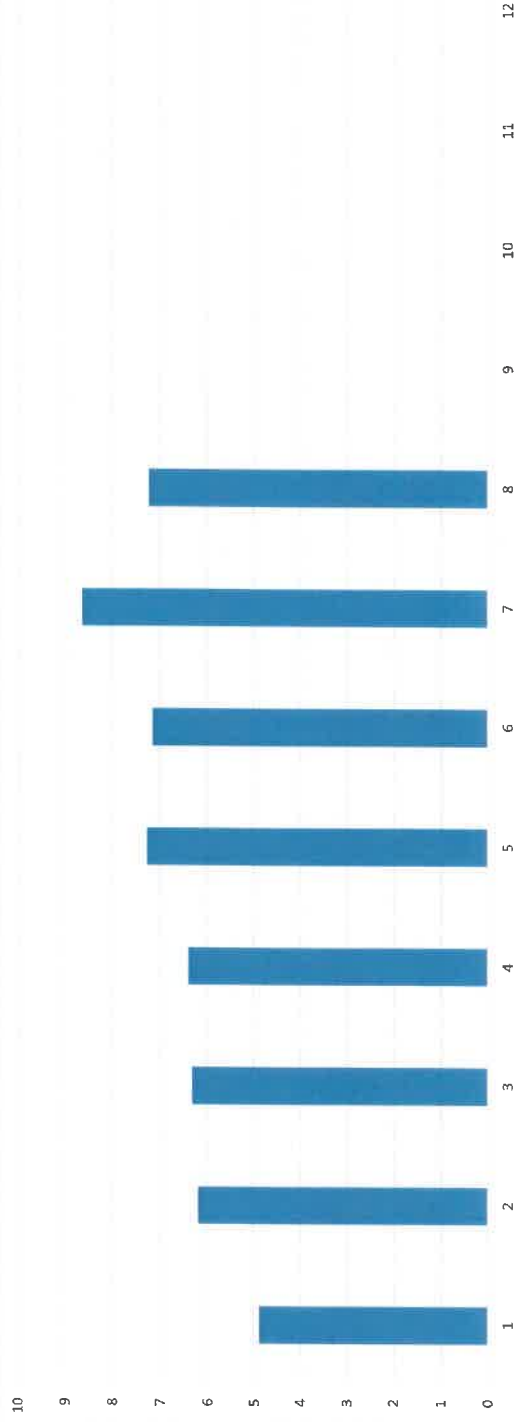
Water & Light
Billed Electric kWh Report - 2019

MONTH:	RES/COM KWH	DEM. BILLED	RES/COM BILL	CONSUMER'S	MPPA	MISO	ATC	CECHYDRO	2019 PAID	2018 PAID	2017 PAID	2016 PAID	2015 PD:	SAVED:
JAN '19	5244620.00	\$ 14,344.16	\$ 230,418.93	\$ 89,467.68	\$ 40.30	\$ 3,212.50	\$ 12,141.88	\$ 5,094.28	\$ 109,976.64	\$ 129,527.53	\$ 120,334.74	\$ 108,229.84	\$ 146,688.48	\$ 18,600.89
FEB '19	4567513.00	\$ 14,656.35	\$ 207,076.23	\$ 80,135.58	\$ 39.58	\$ 4,411.30	\$ 12,141.88	\$ 4,942.98	\$ 101,671.32	\$ 119,847.55	\$ 111,388.64	\$ 102,655.98	\$ 168,324.53	\$ 18,176.23
MAR '19	4246844.00	\$ 14,646.51	\$ 183,241.37	\$ 79,410.54	\$ 88.56	\$ 2,830.30	\$ 12,141.88	\$ 5,012.77	\$ 99,484.05	\$ 62,464.90	\$ 114,411.84	\$ 130,780.97	\$ 135,195.29	\$ 87,019.13
APR '19	4308186.00	\$ 14,652.68	\$ 186,387.07	\$ 74,868.96	\$ 57.49	\$ 3,105.23	\$ 12,141.88	\$ 5,005.56	\$ 95,179.12	\$ 106,956.15	\$ 106,494.00	\$ 98,255.97	\$ 114,707.13	
MAY '19	4179092.00	\$ 14,610.43	\$ 176,542.43	\$ 65,008.14	\$ 38.29	\$ 2,396.55	\$ 12,141.88	\$ 5,203.73	\$ 84,792.09	\$ 99,338.04	\$ 98,979.16	\$ 121,858.40	\$ 145,099.13	
JUN '19	4068950.00	\$ 14,610.43	\$ 173,245.90	\$ 55,631.05	\$ 100.51	\$ 2,877.14	\$ 12,141.88	\$ 5,294.88	\$ 76,048.47	\$ 82,250.55	\$ 103,696.18	\$ 106,913.67	\$ 171,002.87	
JUL '19	3791030.00	\$ 14,610.43	\$ 163,332.97	\$ 64,986.93	\$ 109.19	\$ 2,683.72	\$ 12,141.88	\$ 5,377.21	\$ 85,298.33	\$ 90,756.59	\$ 103,913.90	\$ 60,346.96	\$ 74,455.89	
AUG '19	4822893.00	\$ 13,010.12	\$ 199,141.84	\$ 60,272.47	\$ 123.26	\$ 3,242.19	\$ 12,141.88	\$ 4,665.70	\$ 80,451.50	\$ 115,460.63	\$ 104,013.56	\$ 118,956.76	\$ 59,814.19	
SEP '19										\$ 85,710.61	\$ 98,627.23	\$ 115,892.05	\$ 93,525.67	
OCT '19										\$ 84,092.82	\$ 97,767.67	\$ 107,256.72	\$ 122,346.54	
NOV '19										\$ 95,811.47	\$ 114,041.05	\$ 103,927.00	\$ 64,383.12	
DEC '19										\$ 102,889.66	\$ 123,757.90	\$ 118,949.60	\$ 157,862.67	
										\$ 1,072,237.04	\$ 1,294,437.93	\$ 1,288,637.86	\$ 1,400,903.51	\$ 757.97



**Water & Light
Water Pumpage Report - 2019**

MONTH	PUMPAGE	X 1,000,000	1000'S GALS	GOAL	\$ BILLED FOR	GALS BILLED	LOSS	BILLED FOR REU'S	LOST REVENUE
JAN 19	4.8782	4878200	4878.2	\$ 79,400.00	\$ 77,749.00	4878.2	97.9%	1,036.65	\$ 1,651.00
FEB 19	6.1863	6186300	6186.3	\$ 79,400.00	\$ 77,275.29	6186.3	97.3%	1,030.34	\$ 2,124.71
MAR 19	6.3154	6315400	6315.4	\$ 79,400.00	\$ 77,524.70	6315.4	97.6%	1,033.66	\$ 1,875.30
APR 19	6.3991	6399100	6399.1	\$ 79,400.00	\$ 77,475.07	6399.1	97.6%	1,033.00	\$ 1,924.93
MAY 19	7.268	7268000	7268	\$ 79,400.00	\$ 77,190.16	7268	97.2%	1,029.20	\$ 2,209.84
JUN 19	7.144	7144000	7144	\$ 79,400.00	\$ 77,890.90	7144	98.1%	1,038.55	\$ 1,509.10
JUL 19	8.637	8637000	8637	\$ 79,400.00	\$ 77,547.46	8637	97.7%	1,033.97	\$ 1,852.54
AUG 19	7.226	7226000	7226	\$ 79,400.00		7226	0.0%	-	
SEP 19		0	0	\$ 79,400.00		0	0.0%	-	
OCT 19		0	0	\$ 79,400.00		0	0.0%	-	
NOV 19		0	0	\$ 79,400.00		0	0.0%	-	
DEC 19		0	0	\$ 79,400.00		0	0.0%	-	
				GOAL	\$ 952,800.00	\$ 542,652.58	% OF GOAL		
				BILLED TO DATE	\$ 542,652.58		57%		
	54.054			REMAINING NEEDED FOR BUDGET	\$ 410,147.42		6209	62.1%	1,033.57



VILLAGE OF NEWBERRY



302 East McMillan Avenue, Newberry, MI 49868 Phone: 906-293-3433 Fax: 906-293-8890

Village of Newberry

DPW August 2019

- Finished up work in Atlas Park, removed forms and filled with top soil, seed and straw. Sprayed Weed killer in Atlas Park, fixed basketball hoops
- Swept Streets on West Side
- Trimmed Trees W. Railroad/Sherman, West Side Alleys,
- Put reflective tape on Railroad Crossing Sign.
- Cleaned Storm Drains
- Miss Digs
- Put up temp fencing at 41 Lumber to keep people out.
- Mowed and Weed Whipped Grass at Parks, and Buildings.
- Started working out at TORC, moved barriers from fence end to gate
- Cleaned Catch Basins

DPW
MISS DIGS
August 2019



DEPARTMENT OF PUBLIC WORKS												
MISS DIGS	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
000 RESPONSE PENDING						1						
001 NO CONFLICT												
002 MARKED			1	6	19	23	16	21				
003 NOT COMPLETE												
004 MARKED-UTILITY REQUIRED ON SITE DURING EXCAVATION												
005 ON GOING COORDINATION												
006 NOT MARKED-NO ACCESS TO WORK AREA												
007 STATED SCOPE OF WORK COMPLETED												
008 FACILITY RESPONSE NOT REQUIRED												
009 ADDITIONAL LOCATING REQUIRED												
010 EXEMPT FROM MARKING												
013 CANCELED												
201 DESIGN-TASK FACILITIES												
202 DESIGN-TASK COMPLETED												
203 DESIGN-MARKING REQUIRED												
999 HAS NOT RESPONDED	0	0	1	6	19	24	16	21	0	0	0	0

DEPARTMENT OF PUBLIC WORKS

- 000 RESPONSE PENDING

002 MARKED

004 MARKED-UTILITY REQUIRED ON SITE DURING EXCAVATION

006 NOT MARKED-NO ACCESS TO WORK AREA
- 001 NO CONFLICT

003 NOT COMPLETE

005 ON GOING COORDINATION

007 STATED SCOPE OF WORK COMPLETED

50

