



CITY COUNCIL PACKET
MONDAY, JULY 6, 2015

Prepared By:
Nathan Henne, City Manager
Kris Vogel, CMMC/MMC, City Clerk



**CITY COUNCIL
REGULAR MEETING OF
MONDAY, JULY 6, 2015, 7:30 P.M.
AGENDA**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL: Mayor Anderson, Council Members Burdett, Eib, Hollingsworth, Riley, Whitfield and Young.
- IV. APPROVAL OF MINUTES
 - A. Regular Meeting of June 15, 2015
- V. REPORTS
 - A. City Manager – Nathan Henne
 - 1. Authorize – City Manager to Sign Tax Stipulation for Reassessment of Property (res. #35-15)
 - 2. Authorize – City Manager to Sign Contract for Structural Engineering for Legion Villa (res. #36-15)
 - 3. Authorize – City Manager to Sign Contract for Demolition/Project Management Services for Legion Villa (res. #37-15)
 - 4. Approve – Renewal of Loss and Liability Insurance (res. #38-15)
 - 5. Approve – Application/Permit for Operations within State Highway right-of-way (res. #39-15)
 - 6. Approve – Business Licenses (res. #40-15)
 - 7. Bills In Line
- VI. COUNCIL COMMENTS
- VII. CITIZEN COMMENTS
- VIII. ADJOURNMENT

NEXT MEETING: Monday, July 20, 2015
NEXT RESOLUTION: 41-15
NEXT PROCLAMATION: 03-15
NEXT ORDINANCE: 02-15
NEXT TRAFFIC CONTROL ORDER: 2015-1



**MINUTES OF THE REGULAR MEETING OF
THE COUNCIL OF THE CITY OF SPRINGFIELD
JUNE 15, 2015**

I. CALL TO ORDER

Mayor Anderson called the regular meeting of the Council of the City of Springfield to order at 7:30 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor Anderson led the pledge of allegiance.

III. ROLL CALL

Present: Council Members Eib, Hollingsworth, Riley, Whitfield, Young and Mayor Anderson.

Also Present: Nate Henne – City Manager, and Kris Vogel – City Clerk.

Absent: Council Member Burdett.

It was moved by Hollingsworth, seconded by Eib and unanimous that Council Member Burdett be excused from the regular meeting of June 15, 2015.

IV. APPROVAL OF MINUTES

It was moved by Eib, seconded by Whitfield and unanimous that the minutes of the June 1, 2015, regular meeting be approved subject to any additions or corrections.

V. REPORTS

A. Fiscal Year 2014/2015 4th Quarter Budget Status Report – Ethan Moody

Mayor Anderson asked if there were any questions regarding the fiscal year 2014/2015 4th Quarter Budget Status Report presented by Ethan Moody, Finance and Administrative Services Director? Being no questions, the report will be filed as presented.

B. Public Safety Department – May (S. Furgason)

Mayor Anderson asked if there were any questions regarding the Public Safety Department report presented by Scott Furgason, Public Safety Department Director? Being no questions, the report will be filed as presented.

C. Public Services Department – May (T. Blaniar)

Mayor Anderson asked if there were any questions regarding the Public Services Department report presented by Terry Blaniar, Public Services Department Director? Being none, the report will be filed as presented.

D. City Manager – Nathan Henne

1. Approve – Fiscal Year 2014/2015 4th Quarter Budget Amendments

City Manager Henne stated this resolution would approve FY 2014/2015 4th Quarter Budget Amendments.

Resolution #28-15:

It was moved by Hollingsworth and seconded by Whitfield that the following resolution be adopted:

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to approve the FY 14/15 Fourth Quarter Budget Amendments as presented.

All ayes. Resolution adopted.

2. Authorize – Installment Purchase Agreement

City Manager Henne noted this resolution would authorize the Mayor to sign the Installment Purchase Agreement to purchase equipment for the Department of Public Services.

Resolution #29-15:

It was moved by Whitfield and seconded by Eib that the following resolution be adopted:

WHEREAS, the City of Springfield, County of Calhoun, State of Michigan (the "City") desires to acquire various items of equipment as described on Exhibit A attached hereto (the "Equipment"); and

WHEREAS, under the provisions of Act No. 99, Public Acts of Michigan, 1933, as amended ("Act 99"), the City is authorized to enter into any contracts or agreements for the purchase of the Equipment to be paid for in installments over a period of not to exceed the useful life of the Equipment acquired as determined by resolution of the City; and

WHEREAS, an Installment Purchase Agreement (the "Agreement") by and among the City, Bill Snethkamp-Fleet, Lansing, Michigan, Truck & Trailer Specialties, Dutton, Michigan, AIS Construction Equipment Corp., Lansing, Michigan, and Formula K Equipment, Mattawan, Michigan (each a "Vendor"), and Hastings City Bank (the "Bank"), for the installment purchase of the Equipment has been prepared; and

WHEREAS, the City shall acquire the Equipment for an aggregate purchase price of not to exceed \$170,000 (the "Purchase Price") through the execution of the Agreement; and

WHEREAS, the outstanding balance of all purchases by the City under Act 99, exclusive of interest, shall not exceed one and one quarter percent (1-1/4%) of the taxable value of the real and personal property in the City at the date of such contract or agreement; and

WHEREAS, purchase of the Equipment pursuant to an installment purchase agreement will not result in the outstanding balance of all such purchases in excess of the limitation contained within Act 99 as set forth above; and

WHEREAS, the Agreement is to be assigned to the Bank; and

WHEREAS, it is necessary to approve the Agreement and authorize the Mayor and City Clerk to execute the Agreement and authorize City officials to execute certain other documentation relative thereto.

NOW THEREFORE, BE IT RESOLVED THAT;

1. Approval of Agreement; Agreement Terms. The Agreement is hereby approved substantially in the form attached hereto as Exhibit B. Interest on the agreement shall not exceed 1.95% per annum, the aggregate principal amount of the agreement shall not exceed \$170,000, which shall be payable in five (5) annual payments of principal and interest. The final terms of the Agreement shall be evidenced through execution of the Agreement by the Mayor and City Clerk, provided that the principal amount of the Agreement shall not exceed \$170,000 and the Agreement shall mature in not more than five (5) years from the date of issuance.

2. Execution and Delivery of Agreement. The Mayor and City Clerk are hereby authorized and directed to execute the Agreement and deliver it to the Vendor, substantially in the form attached hereto with such additions, changes and modifications as shall be approved by the City's Bond Counsel. The City may enter into one or more Agreements with the Bank and Vendor provided that the total amount of debt to be incurred shall not exceed the Purchase Price.

3. Useful Life of Equipment. The useful life of the Equipment is hereby determined to be not less than five (5) years.

4. Authorization of Officers. The Mayor, City Manager, City Clerk and Director of Finance/Treasurer are each hereby directed and authorized to execute such additional documentation and open such accounts as shall be necessary to effectuate the closing of the Agreement and the assignment thereof.

5. Assignment of Agreement. The assignment of the Agreement by the Vendor to the Bank is hereby approved.

6. Security; Limited Tax Pledge. The City hereby agrees to include in its budget for each year, commencing with the present fiscal year, a sum which will be sufficient to pay the principal of and the interest coming due under the Agreement during such fiscal year. In addition, the City hereby pledges to levy ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the Agreement, subject to applicable constitutional, statutory and charter tax rate limitations.

7. Tax Covenant. The City covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the agreement from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.

8. Qualified Tax-Exempt Obligation. The City hereby designates the Agreement as a "qualified tax-exempt obligation" for purposes of deduction of interest expense by financial institutions under the provisions of the Code.

9. Declaration of Intent to Reimburse. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) As of the date hereof, the City reasonably expects to reimburse itself for the expenditures described in (b) below with proceeds of debt to be incurred by the City.
- (b) The expenditures described in this paragraph (b) are for the costs of acquiring the Equipment which were paid subsequent to sixty (60) days prior to the date hereof or which will be paid prior to the issuance of the Agreement from the general fund of the City.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$170,000.

10. Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the periodic representation by Miller Canfield of the Bank, or other potential parties, in unrelated matters.

11. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded to the extent of such.

All ayes. Resolution adopted.

Mayor Anderson asked if we would be able to recoup any funds from the equipment we'll be replacing? City Manager Henne indicated we would.

3. Authorize – City Manager to Sign Letter of Understanding with AFSCME
City Manager Henne noted this resolution would authorize the City Manager to sign a Letter of Understanding with AFSCME, which would amend the current contract to adjust wages, reduce the amount of wage step increases, shorten wage step increases, and replace city-sponsored retiree healthcare with a health care savings plan for

employees hired after June 15, 2015.

Resolution #30-15:

It was moved by Riley and seconded by Young that the following resolution be adopted:

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Nathan Henne, City Manager and Sue Anderson, Mayor to sign the Letter of Agreement with the AFSCME union.

All ayes. Resolution adopted.

4. Approve – Business Licenses

City Manager Henne noted this resolution would approve business licenses, which would expire June 30, 2016.

Resolution #31-15:

It was moved by Young and seconded by Whitfield that the following resolution be adopted:

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD that the following business licenses are hereby approved; said licenses to expire June 30, 2016:

New or Used Car Dealership

Airway Auto Parts, LLC	3500 W. Dickman Road
Battle Creek Honda	1385 W. Dickman Road
Brechi, LLC	4325 W. Dickman Road
Brechi, LLC	3950 W. Dickman Road
Bumpers Auto Sales	3025 W. Dickman Road
Express Auto of Battle Creek	2000 W. Dickman Road
Henkel Chrysler Jeep, Inc.	1275 W. Dickman Road
Royal Autotec Inc.	196 N. 20 th Street
Sunshine Toyota, Inc.	1355 W. Dickman Road
Wickstrom Chevrolet	256 N. 20 th Street

Junk and Secondhand Dealer

Airway Auto Parts, LLC	3500 W. Dickman Road
Lafayette Auto Parts	890 Lafayette

Collecting Commercial & Industrial Solid Waste

Best Way Disposal, Inc.	2314 Miller Road, Kalamazoo
Republic Services	3432 Gembrit Circle, Kalamazoo

Collecting Commercial/Industrial & Residential Solid Waste

Waste Management	4547 Wayne Road
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Recycling Center

Airway Auto Parts, LLC	3500 W. Dickman Road
Lafayette Auto Parts	890 Lafayette
Waste Management	4547 Wayne Road

All ayes. Resolution adopted.

5. Approve – FOIA Policies

City Manager Henne noted this resolution would approve the updated Freedom of Information Act policies, which was mandated by PA563 of 2014.

Resolution #32-15:

It was moved by Eib and seconded by Young that the following resolution be adopted:

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to approve the Freedom of Information Act (FOIA) policies as mandated by Michigan PA 563 of 2014 as presented.

All ayes. Resolution adopted.

6. Approve – Helmer Farms Property Sales Incentive Formula

City Manager Henne noted this resolution would approve a land sale incentive formula for 7 lots in Helmer Farms. City Manager Henne indicated The Barton Group has been working on marketing these lots and does have some interest of perspective buyers.

Council Member Whitfield asked if tax abatements had been considered as an option instead of this incentive? Mr. Barton indicated it has been considered, but this incentive seems to work best and benefits all potential property owners.

Resolution #33-15:

It was moved by Hollingsworth and seconded by Eib that the following resolution be adopted:

WHEREAS, THE BARTON GROUP was contracted by the City of Springfield for economic development purposes; and

WHEREAS, THE BARTON GROUP has proposed to City staff an economic development incentive to reduce the price of each lot at Helmer Farms, based on the number of jobs that a company would bring; and

WHEREAS, each lot has been assigned a listing price as follows:

1008 Upton	2.5 Acres	\$38,460
1012 Upton	2.3 Acres	\$34,320
1016 Upton	1.9 Acres	\$29,040
1017 Upton	1.65 Acres	\$24,750
325 McIntyre Lane	1.3 Acres	\$18,930
312 Ed Leboeuf Dr.	1.4 Acres	\$20,658
1005 Upton	1.6 Acres	\$23,940

WHEREAS, the incentive would reduce the list price of each lot by \$2,000 per job, up to 80% of the original asking price.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to approve the property sales incentive formula for (7) Helmer Farms Industrial Park lots owned by the City of Springfield.

Council Member Young asked if building permit fees will need to be paid on top of the lot sale? Mayor Anderson indicated yes, building permits would still need to be paid for.

Council Member Hollingsworth asked how long a business had to create the number of jobs they said they were going to without having to pay the City back for the original list price? Mr. Barton indicated the business has a year to create the number of jobs they said they would. After that, the intent is that the business will flourish and the City's policing efforts should be done. If the business does fail then at that point the property is no longer vacant land and it has a building on the property valued at \$250,000 or more.

All ayes. Resolution adopted.

7. Approve – BCATS Local Funding for 2016

City Manager Henne stated this resolution will approve local funding for BCATS for 2016.

Resolution #34-15:

It was moved by Whitfield and seconded by Eib that the following resolution be adopted:

WHEREAS, the urban transportation planning regulations, implementing sections of the Moving Ahead for Progress in the 21st Century (MAP-21) federal legislation, require that each urbanized area, as a condition of receipt of Federal capital or operating assistance, have a continuing, cooperative, and comprehensive urban transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, in the Battle Creek urbanized area, the continuing, cooperative, and comprehensive transportation planning process is being conducted by the Battle Creek Area Transportation Study (BCATS) Policy Committee, a forum for cooperative transportation decision-making by principal elected officials of local government, developed under federal guidelines for purposes of urban transportation planning conduct; and

WHEREAS, the Battle Creek Area Transportation Study annually develops a Unified Work Program identifying activities and costs necessary for the conduct of the urban transportation planning process; and

WHEREAS, transportation planning funds, indirectly available from the U.S. Department of Transportation, are utilized to carry out the activities defined in the Unified Work Program; and

WHEREAS, these funds, available under MAP-21 as FHWA PL from the Federal Highway Administration (along with funds flexed from the Federal Transit Administration to FHWA PL), require a local match of 18.15%; and

WHEREAS, the Policy Committee of the Battle Creek Area Transportation Study has recommended that the local match required to assure the timely conduct of the Study be determined and provided for in the following manner:

1. The reimbursement schedule to be used for participating agencies is that those doing BCATS work will be paid 100% of their total charge. BCATS staff office costs will be reimbursed 100%.
2. The formula for computing the local funds will be based solely on population for the BCATS staff office portion of the local share requirement. The local agencies will contribute the local share for their own activities within the BCATS program as noted on the attached table (see 3. below).
3. Distribution for local match funding is shown on the attached table.

WHEREAS, it has been determined that the total local share requirements for the operation of the Battle Creek Area Transportation Study's work program for 2016 will be \$51,916;

NOW, THEREFORE BE IT RESOLVED, the City of Springfield agrees to participate in the funding of the local share costs of the Battle Creek Area Transportation Study's work program for fiscal year 2016 (October 1, 2015 - September 30, 2016) by providing 5.6% of the local match required for Study costs (including the audit).

BE IT FURTHER RESOLVED, the total local contribution for the City of Springfield for FY 2016 will be \$2,704.

BE IT FURTHER RESOLVED, the City of Springfield agrees to submit to the Battle Creek Area Transportation Study office (601 Avenue A, Springfield, MI 49037 RE: Fund No. 230.29.2321) payment of local match share no later than January 1, 2016; or the City of Springfield shall have the option of making the payment in two (2) equal installments by January 1, 2016 and April 1, 2016, respectively, if so arranged in advance.

BE IT FURTHER RESOLVED, the City of Springfield agrees this resolution becomes effective at such time as all other local Study participants providing financial support pass resolutions of financial commitment in the proportion and manner described in this resolution.

All ayes. Resolution adopted.

8. Bills In Line

It was moved by Eib, seconded by Riley, and unanimously approved that the checks be drawn from the various accounts and the bills be paid.

VII. COUNCIL COMMENTS

Council Member Young reminded the community that the City of Springfield does have a fireworks ordinance and asked everyone to take that into consideration for the upcoming 4th of July holiday.

City Manager Henne stated that on July 4th there will be a planned power outage on the western side of the city to include Evergreen Road to the western border. This outage will affect Wyndtree, and Evergreen from 4:00 a.m. – 10:00 a.m.

City Clerk Vogel reminded the community there is an election in November for City Council Members and Mayor. Petitions have been pulled from the City Clerk's office and are being circulated within the community. All petitions are due back to the City Clerk by July 21, 2015, 4:00 p.m.

Council Member Hollingsworth congratulated Finance and Administrative Services Director, Ethan Moody, on the addition to his family.

Council Member Whitfield reminded the community that school is out and the children are active; for these reasons he asked that we be more aware of them.

Mayor Anderson asked City Manager Henne to report back to the City Council in about 6 months on the incentive for the Helmer Farms Property. City Manager Henne added that lot sales for Helmer Farms and Orchard Hills do come before the City Council for their authorization. Mayor Anderson indicated there has not been anything to show where our money went hiring The Barton Group

IX. ADJOURNMENT

The meeting was adjourned at 8:28 p.m.

Kris Vogel, CMMC/MMC
City Clerk

Susan L. Anderson
Mayor



Action Items:

Authorize City Manager to sign tax stipulation for reassessment of 525 N. 24th Street – Res # 35-15

This resolution would settle any real property tax owed on the property as well as reduce the taxable value and true cash value for years 2013, 2014, and 2015. This is to reflect the true condition of the property and its change in use.

Authorize City Manager to sign contract with Nehil and Sivak Engineering – Res # 36-15

This resolution would authorize the city manager to sign a contract for structural engineering to assess the condition of the Legion Villa. The resulting report will be used to determine what areas are safe for asbestos abatement teams and which areas are too dangerous for abatement activity. The report will be used to certify to the state that some of the building will need to be landfilled in its entirety due to its dangerous condition. Total estimated cost: \$3,850

Authorize City Manager to sign contract with Soil and Materials Engineering (SME) for demolition and project management services for the Legion Villa demolition project – Res # 37-15

This resolution would authorize the city manager to sign a contract with SME for hazardous materials assessment, hazardous materials removal, and demolition consulting services for the life of the Legion Villa demolition project. The city is able to handle smaller residential demolitions in-house, but large demolitions such as the Legion require outside help.

Approve renewal of loss and liability insurance – Res # 38-15

This resolution would renew the City's loss and liability insurance with the Michigan Municipal Risk Management Authority for one year. We will see a 3% (\$2,400) increase in our annual premium over last year but the distribution payout will net the city \$500 over the course of the year. This payout is based on the city's lack of past claims and the performance of the overall insurance pool.

Approve annual application and permit for operations within State Highway rights-of-way – Res # 39-15

This resolution designates the City Manager and Department of Public Services Director as the City's authorized positions for the purpose of applying for a MDOT right-of-way permit. There is no budgetary impact to the city.

Approve Business Licenses – Res # 40-15

This resolution will approve annual business licenses for 2015-2016 as presented.

Bills In Line

Informational Items

1. At the June Planning Commission meeting, a public hearing was held on the Lakeland Asphalt rezoning application. The application was to rezone only the parcel that contains the piles of raw material. The parcel that contains the processing plant and Lakeland's office was not part of the application. The Planning Commission heard from residents along Avenue A and from representatives of Lakeland. No decision was made at the meeting to approve or deny the application. A decision is expected at the July Planning Commission meeting.
2. On June 29, I met with Martha Thawngmung regarding the Burma Center. They have been working on a proposal to resolve any zoning issues that the center may have. So far, activities at the center have been in keeping with the current zoning.
3. We have hired an employee in the Finance office! Jeff Hurley will be joining us on July 13 to handle payroll and banking for the city. He has an accounting degree and really stood out in his interview. Once he gets settled I will be asking him to attend a council meeting so council can meet him.
4. Some of you may have seen a notice in the BC Enquirer about a nuclear attack scenario being run in Calhoun County. I spoke to Durk Dunham at the County and he informed me that this is strictly a military operation so municipal and County emergency management personnel were not invited.
5. Just a reminder: The power outage set for July 4 from 4 a.m. to 10 a.m. is still happening. It is posted on the website as well as the City's Facebook account.
6. HAPPY 226th BIRTHDAY, U.S.A!!

If you have any questions please do not hesitate to contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Nathan R. Hame". The signature is written in a cursive style and is contained within a thin black rectangular border.

City Manager

**STATE OF MICHIGAN
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
MICHIGAN TAX TRIBUNAL**

AMVD CENTER, INC.
a Michigan Corporation
Petitioner,

Michigan Tax Tribunal
MTT Docket No. 0455614

v.

Case Type: Valuation

City of Springfield
Respondent(s)

**STIPULATION FOR ENTRY OF CONSENT JUDGMENT
AND CONSENT JUDGMENT**

1. This case is pending in the X Entire Tribunal OR Small Claims Division.
2. Property Parcel No: **54-003-025-00.**
(If more than one parcel is at issue, attach a completed Multiple Parcel Stipulation Form addressing all other parcels at issue).
3. The values for the property identified above as established by Respondent's Board of Review are:

<u>Tax Year</u>	<u>True Cash Value</u>	<u>Assessed Value</u>	<u>Taxable Value</u>
2013	1,809,067	904,534	815,376
2014	2,354,442	1,177,221	828,422
2015	2,293,388	1,146,694	841,676

4. The values for the property identified above as stipulated by the parties for settlement purposes are:

<u>Tax Year</u>	<u>True Cash Value</u>	<u>Assessed Value</u>	<u>Taxable Value</u>
2013	850,000	425,000	425,000
2014	850,000	425,000	425,000
2015	850,000	425,000	425,000

5. If stipulation addresses tax years other than the tax year originally appealed or tax years added through motions to amend that have been granted by the Tribunal, list the separate facts upon which the parties rely to invoke the Tribunal's authority over those tax year or years (attach additional page if necessary): **Not applicable as Motion to Amend has been submitted and fees paid by Petitioner.**

6. List separately any special terms or conditions being proposed by the parties that would affect the execution of this Consent Judgment including, but not limited to, the joint payment of the refund, the waiver of interest, etc. (attach additional page if necessary): **Petitioner agrees to pay interest only as provided by statute on the back due amount outstanding for the years 2013 and 2014 only during their continued delinquency. No other penalties will be assessed.**

All tax delinquencies for years 2013 and 2014 will be paid current and in full by December 31, 2015.

Signature of Petitioner's Authorized Representative or, *if none*, Petitioner:

Vern J. Steffel, Jr. Attorney at Law

Date _____

Signature of Respondent's authorized representative:

Date: _____

[Consent Judgment will be prepared by the Tribunal.]

Prepared by:
Vern J. Steffel, Jr.
Steffel & Steffel
332 East Columbia Avenue
Battle Creek, Michigan 49015
Telephone: (269) 962-3545

\\Tsc\client\l\docs\THELMA\PLEADING\AMVD Assessing\Consent Judgment.wpd



July 6, 2015

R E S O L U T I O N

No. 35-15

WHEREAS, AMVD CENTER, INC., located at 525 N. 24th Street, has disputed the value of said property for tax years 2013, 2014, and 2015 with the City of Springfield's Board of Review; and

WHEREAS, THE CITY OF SPRINGFIELD'S Board of Review and Assessor did not lower the requested values; and

WHEREAS, AMVD CENTER, INC. has petitioned the State of Michigan Tax Tribunal for further consideration.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Nathan Henne, City Manager, to sign a tax stipulation for reassessment of said property in an attempt to resolve said valuation.

MOVED: _____

SECONDED: _____

NEHIL • SIVAK
CONSULTING STRUCTURAL ENGINEERS

414 South Burdick Street • Suite 300
Kalamazoo, Michigan 49007

Ph. 269 / 383-3111
Fax 269 / 383-3112

May 26, 2015

Mr. Nathan Henne
City Manager
601 Avenue A
Springfield, MI 49037-7774

Re: Legion Villa Demolition
Nehil•Sivak Project No. 5182

Dear Mr. Henne;

On May 21, 2015, we visited the abandon building at 207 Evergreen in Springfield, Michigan. The last use of the property was a Veterans home called Legion Villa. The property is in bad shape with some of the older wood wings and central hub collapsing. The new wings are damaged beyond repair but do not appear to be near collapse.

The city of Springfield wants to demolish the complex. The complex is of age where asbestos was used in building products. The asbestos should be removed and sent to a hazardous waste facility while the remainder of the material is sent to a low hazard facility.

Parts of the facility have collapsed, or are in the process of collapsing. We will investigate the central hub and wings to see if any are safe enough to allow the removal of asbestos.

Scope of Services

We propose the following scope of services to determine building safety;

- 1) We will investigate the condition of central structure and wings of the building to determine which sections are safe enough to remove asbestos leaden material.
- 2) We will develop a plan of the buildings and mark the locations which are safe to remove the asbestos.
- 3) We will provide a letter report of our findings, discussing the reasons why asbestos removal is not safe and provide a plan showing the locations that are safe to proceed with asbestos abatement.

Professional Fees

We propose to provide the services described above for a lump sum fee of \$3,850. We estimate our reimbursable expenses to be \$100 for travel, copying, etc.

Mr. Nathan Henne
May 26, 2015

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Services requested by you in addition to the above scope of services will be considered additional services. This additional time will be performed as directed by you and invoiced on an hourly fee basis.

We propose to provide our services in accordance with the attached Terms and Conditions.

Schedule

We will need a week to merge this project into our current work load and 3 weeks to complete the drawing and letter report. We hope to complete the project sooner but it will depend on the speed of approval.

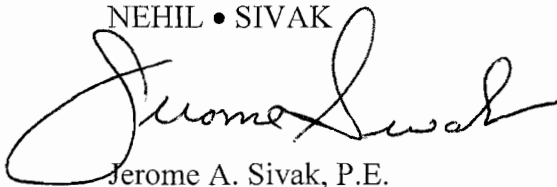
Authorization

If the above is acceptable, please sign and return one copy of this proposal as our form of agreement and authorization to proceed.

Thank you for using Nehil•Sivak for your structural engineering needs. If you have any questions please call at your convenience.

Yours truly,

NEHIL • SIVAK



Jerome A. Sivak, P.E.
Principal

signature

name and title (please print)

date

enc: 2015 hourly rates
Terms and Conditions

PROFESSIONAL HOURLY FEE RATES
Effective 1/1/2015 to 12/31/2015

<u>Position/Classification</u>	<u>Hourly Fees</u>
Principals	\$140.00
Associate	\$115.00
Engineer-in-Training	\$62.00
CAD Drafter	\$62.00
Clerical	\$53.00

TERMS AND CONDITIONS

HR2015
1/1/15-12/31/15

Performance: Nehil•Sivak, P.C. (N•S) and its employees will strive to exercise the degree of skill and care consistent with customarily accepted good engineering practices and procedures. No warranties, expressed or implied, are made with respect to N•S's performance, unless agreed to in writing. N•S is not a guarantor of the project for which its services are retained, and its responsibility is limited to work performed for the client. N•S is not responsible for errors or omissions of the client, nor third parties not under its direct control.

Access To Site: Unless otherwise stated, N•S will have access to the project site for activities necessary for the performance of the services. N•S may remove portions of the structure which are unsound, deteriorated, etc., as part of the performance of its services, but has not included in the fee the cost of restoration of any such removals. Concrete removed for materials testing purposes will be patched by N•S or its subconsultants.

Fees: Fees will be invoiced on an hourly basis unless otherwise agreed to. Overtime will be invoiced at straight time rates unless otherwise agreed to. Travel time for professional personnel outside of the normal workday will be discounted 50 percent unless such time is productive, in which case the standard rates will apply. Principals will be billed at \$175 per hour unless otherwise agreed to. Hourly fees for other personnel will be based on 2.0 times direct personnel expense. Direct personnel expense (DPE) includes the wage of the employee plus statutory and customary fringe benefits, including social security, worker's compensation, health insurance, sick leave, holidays, vacation, and retirement plan funding.

Expenses: Subsistence and out-of-pocket expense incurred for travel, lodging, meals, communications, reproduction and shipping will be billed at cost. Mileage expense for use of personal cars is the current IRS business mileage rate. Fees and expenses for subconsultants will be billed at 1.10 times subconsultants' actual charges unless otherwise agreed to.

Billings/Payments: Invoices for N•S's work will be submitted, at N•S's option, either upon completion of the work or on a monthly basis. Invoices shall be payable within 45 days of the invoice date. If the invoice is not paid within 45 days, N•S may, without waiving any claim or right against the client and without liability to the client, terminate the performance of the services. Retainers will be credited on the first invoice, and, if any balance remains, on the final invoice.

Late Payments: Accounts unpaid 45 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance.

Ownership of Documents: N•S will retain ownership of the original documents and tracings produced as part of this work unless otherwise agreed to. Any unauthorized reuse of the documents is done at the client's risk, and the client agrees to indemnify and hold harmless N•S and its employees against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of such unauthorized reuse of the documents.

Insurance: The primary coverages provided by N•S are \$2,000,000 for general liability, \$1,000,000 for automobile liability, \$500,000 for workers' compensation, and \$2,000,000 for professional liability. Coverage is subject to annual renewal.

Indemnification: N•S shall indemnify and hold harmless the client and all of its personnel from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused by the negligent act or omission of N•S, anyone employed directly or indirectly by N•S, or anyone for whose acts any of them may be liable. The client shall indemnify and hold harmless N•S and all of its personnel from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused by the negligent act or omission of the client, anyone employed directly or indirectly by the client (except N•S), or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the client and N•S, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, N•S's total liability to the client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement for any cause or causes, shall not exceed N•S's fee or \$50,000 whichever is greater. Such causes include, but are not limited to, N•S's negligence, errors, omissions, breach of contract or breach of warranty.

Hidden Conditions: N•S is not responsible for latent deficiencies or hidden conditions not discovered within the scope of its services. Hidden conditions are structural conditions concealed by existing finishes or not capable of investigation by reasonable visual observation. If N•S has reason to believe that such a condition may exist, it will advise the client as to the nature of the suspected condition and its significance. The client will be responsible for all risks associated with this condition and for undertaking additional investigation and correction if required.

Termination of Services: This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the client shall pay N•S for all services rendered to the date of termination, and all reimbursable expenses.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and N•S shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.



July 6, 2015

R E S O L U T I O N

No. 36-15

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Nathan Henne, City Manager, to sign a contract with Nehil and Sivak Engineering for structural engineering to assess the condition of the Legion Villa; said expenditure not to exceed \$3,850.

MOVED: _____

SECONDED: _____



3301 Tech Circle Drive
Kalamazoo, MI 49008-5611

T (269) 323-3555

www.sme-usa.com

May 29, 2015

Mr. Nathan Henne
City Manager
City of Springfield
601 Avenue A
Springfield, MI 49037

RE: Proposal for Hazardous Materials Assessment, Hazardous Materials Removal and Demolition Consulting Services
107 Evergreen Road
Springfield, Michigan
SME Proposal No. P01376.15

Dear Mr. Henne:

We prepared this proposal to perform a hazardous materials assessment and provide hazardous materials removal and demolition consulting services prior to demolition of two adjoined structures at the referenced site. The structures were most recently used as an adult care facility but are currently dilapidated and vacant. Based on our site meeting on May 21, 2015, we understand you intend to demolish the structures to promote the potential sale and re-use of the site. However, a portion of the southern structure is damaged and appears potentially unsafe for personnel to work within it. You retained a structural engineer to assess the structural integrity of the southern structure to determine if we can perform the services outlined in this proposal within it. Based on the results of the structural engineer's assessment, our proposed scope of services may change.

The hazardous materials assessment will provide information to assist in complying with the United States Environmental Protection Agency (USEPA) requirements for inspection of commercial buildings prior to renovation and demolition under the National Emissions Standards for Hazardous Air Pollutants (NESHAP 40 CFR Part 61). The assessment will also provide information to assist in complying with the requirements of the Occupational Safety and Health Administration (OSHA) Asbestos Construction Standard (29 CFR Part 1926.1101), the OSHA Lead Exposure in Construction Standard (29 CFR 1926.62), and the Cadmium Construction Standard (29 CFR 1910.1127), regarding communication of hazards. Following the assessment, we will provide hazardous materials abatement/demolition project design, specifications, bidding services, and project monitoring services relative to abatement of hazardous materials and demolition of the referenced structure.

We will provide the following scope of services relative to the referenced project:

TASK 1 HAZARDOUS MATERIALS ASSESSMENT

- SME staff members, trained in accordance with USEPA requirements and accredited by the Michigan Department of Licensing and Regulatory Affairs (MDLRA) under the requirements of Michigan Act 440 as Inspectors, will tour the structures and assess suspected asbestos-containing materials (ACMs).
- Following the visual assessment of the structures, we will develop a sampling plan and collect samples of suspect homogenous areas of ACMs in accordance with the assessment protocol found in the USEPA's Asbestos Hazard Emergency Response Act (AHERA, 40 CFR Part 763), which is also referenced by the OSHA regulations. We estimate up to 153 suspect asbestos samples may be collected, which may require up to 285 analyses due to multiple layers of some materials. We will submit the building materials samples to an accredited laboratory for analysis via Polarized Light Microscopy (PLM) to determine those materials that contain more than 1% asbestos by the visual estimation method. Samples found to contain less than 10% asbestos via the visual estimation method of PLM will be further verified via the "Point Count Method" as defined by the AHERA regulation.
- We will conduct a visual inspection to identify the painted structural surfaces and collect representative chip samples of the suspected lead-bearing and cadmium-bearing paints. We will submit the paint chip samples to an accredited laboratory for analyses of lead and cadmium by atomic absorption spectrophotometry (AAS). We estimate up to 20 paint chip samples may be collected for analyses.
- SME staff will walk through the structures and visually assess suspected polychlorinated biphenyl (PCB) articles, items, containers, equipment, and transformers. SME staff will assess a representative portion of fluorescent light fixture ballasts within the structures, if present, for labels or markings indicating PCB content. We will also note equipment suspected to contain mercury, radioactive sources found in facility equipment such as smoke detectors and self-illuminated exit signs, and potential biological hazards such as visible evidence of mold or areas with accumulations of bird excrement. The scope of the assessment will not include sampling of these materials.
- Upon completion of the assessment, we will prepare a report summarizing the assessment services. The report will include: a list of homogeneous areas of suspect ACMs and locations where each was observed in the buildings; chain-of-custody forms with sample descriptions and locations for samples collected during the assessment; the laboratory analytical data for samples collected during the assessment; estimates of the quantities and descriptions of the locations of visible, accessible, friable, and nonfriable areas of asbestos; descriptions and locations of lead-bearing and-cadmium bearing paints; an inventory of equipment with suspected PCBs, mercury, and radioactive sources; and an inventory of potential biological hazards noted during the assessment. The report will also include recommendations for abatement and/or work practices prior to and/or during demolition, relative to the materials of concern identified by the assessment.

TASK 2 ABATEMENT/DEMOLITION DESIGN, SPECIFICATIONS, AND BIDDING SERVICES

- A SME staff member accredited by the MDLRA under the requirements of Michigan Public Act 440 as a Project Designer will evaluate the site to identify issues such as site access, electrical and water hookups, allowed access areas, and the areas for placement of the waste receptacles for the project debris.
- We will prepare specifications and plans for the abatement of hazardous materials and demolition including definition of scope, regulations and standards of compliance, existing site conditions, removal requirements, disposal requirements, records and document submittal requirements, as well as air monitoring and post abatement clearance criteria. The specifications and plans will also include performance requirements for demolition, requirements for backfill of below-grade areas, site drainage requirements, and restoration requirements.
- We will solicit bids from qualified contractors, coordinate the contractor bid process, conduct a contractor pre-bid walkover at the site, provide technical clarification of the specifications requirements, review contractor bid submittals and qualifications, assist with selection of the contractor(s), and provide technical consulting services prior to the project. We have budgeted for one (1) site walkover for project design; one (1) pre-bid site meeting with bidding contractors, Owner's representative, construction manager, and/or project architect; and review of bidding submittals from up to five contractors.
- The costs and time involved in obtaining permits associated with demolition can be substantial. The specifications will require the contractor to be responsible for all direct and indirect costs associated with obtaining all permits necessary for the proposed demolitions.

TASK 3 HAZARDOUS MATERIALS ABATEMENT/DEMOLITION PROJECT MONITORING SERVICES

- SME industrial hygiene staff accredited by the MDLRA as an Asbestos Contractor/Supervisor or Inspector, and trained in accordance with the National Institute for Occupational Safety and Health (NIOSH) 582 Sampling and Evaluating Airborne Asbestos Dust course criteria, will be assigned to document procedures and methods, monitor the work of the abatement contractor(s), and collect pre-abatement (baseline), background, work area, perimeter, and post-abatement (clearance) air samples pursuant to USEPA and OSHA regulations for asbestos abatement.
- The assigned SME industrial hygiene staff will analyze the air samples collected during abatement on site utilizing Phase-Contrast Microscopy (PCM).
- We will collect clearance air samples upon completion of the asbestos removal activities in each asbestos removal work area. We will analyze the clearance air samples via PCM. We will utilize aggressive sampling techniques to collect final clearance air samples from negative pressure enclosure asbestos removal work areas and utilize ambient sampling techniques for negative pressure glovebag removal areas and areas where nonfriable materials, such as floor tiles, are removed intact.
- Prior to collection of asbestos clearance samples, SME industrial hygiene staff and the competent person assigned by the abatement contractor will conduct a visual review of each work area. We will not commence clearance air sampling until a visual review of the work area is completed to the satisfaction of the SME industrial hygiene staff and the Competent Person for the contractor has completed a Certificate of Visual Inspection.

- We will generate daily field notes for each work shift of preparation, abatement, and cleanup following abatement activities, which will be summarized in the final report. In addition, SME staff will document contractor safety precautions and measures, as well as resource allocation and staffing.
- SME on-site personnel will document demolition operations and activities following removal of hazardous materials including: compliance with regulatory requirements and project specifications; contractor safety precautions and measures; resource allocation and staffing; waste disposal and transport; and grading/site restoration activities.
- SME staff will prepare demolition observation reports which will be summarized in the final report.

TASK 4 ABATEMENT/DEMOLITION PROJECT ADMINISTRATION AND REPORT

- A SME senior staff member will be assigned to coordinate the project, evaluate removal methods, review air sampling data, and provide technical consulting services during the project. We have budgeted for senior staff to attend one pre-demolition progress meeting during the project.
- We will prepare a final report that will include key points of the abatement/demolition project, summarized daily field notes, and analytical data compiled during the project. Senior SME staff will review contractor closeout documentation as well.

SUMMARY

Our time and materials fee estimate for Task 1 is \$18,000. We included fees for up to 153 building material samples suspected to contain asbestos (285 asbestos analyses) and 20 paint chip samples (lead and cadmium analyses). This fee is based on a **five-day** turnaround time for laboratory analyses. The number of building material samples collected for laboratory analysis is dependent upon the number of suspected ACMs observed. The number of paint chip samples is dependent upon the number of uniquely painted surfaces observed. If more than the estimated number of samples is required to complete the assessment, we will contact you for authorization prior to collecting additional samples and supplemental fees will be required; if authorized, an additional \$30 per sample will be invoiced.

The Lump Sum fee for Task 2, Abatement/Demolition Design, Specifications, and Bidding Services, is \$12,000. The fee for Task 2 includes a site visit for project design, a site visit to conduct a contractor bid walkover, and review of bid submittal documents from up to four contractors.

The daily rate for Task 3, Abatement/Demolition Project Monitoring Services, is \$800 per day with on-site PCM analysis of air samples included in the rate. The daily rate is based on our staff working on site for up to ten hours per day and includes expenses for field activities, equipment, and supplies related to the performance of the services outlined. We estimated the project duration at 20 work days for the abatement and demolition activities, resulting in a total estimated fee of \$16,000 for Task 3. Additional days on site would be billed at the \$800 daily rate and additional fees for field staff hours in excess of ten hours per day on site will be invoiced at a rate of \$90 per hour.

The Lump Sum fee for Task 4, Abatement/Demolition Project Administration and Report, is \$7,600, based upon project duration of 20 work days or less. If the project lasts longer than 20 work days, additional fees may be required. We included fees for SME senior staff to attend one project site meeting or pre-demolition meeting during the project. We will attend additional meetings as necessary and requested by the client. Fees for project meetings and consulting services beyond the scope of services specified in this proposal will be invoiced in accordance with the attached fee schedules. The combined total fee for Task 2, Task 3 and Task 4 (the design, bidding, and monitoring/administration phases of the project), based on duration of 20 work days, would be \$35,600.

Our proposed fee and scope of services do not include responding to comments by third parties or preparation of draft documents. We will provide the proposed services in accordance with the attached fee schedules (FS:0 and FS:11 (4/15)), Special Conditions for Building Assessments (3/15), and SME General Conditions (GC 3/15), which are an integral part of this proposal. Please sign the attached General Conditions where space is provided and return a signed copy of the proposal to us. The original copy is for your file.

We look forward to continuing our relationship with you and appreciate the opportunity to be of service during this phase of the project. Should you have questions regarding this proposal or our other service areas, please contact us.

Sincerely,

SME

Jason C. Lafayette
Project Consultant

Davin K. Ojala
Senior Project Consultant

Enclosures: Fee Schedules: FS:0 (04/15) and FS:11 (04/15)
Special Conditions for Building Assessments (3/15)
General Conditions (03/15)

FEE SCHEDULE – PERSONNEL AND EXPENSES

PERSONNEL

Technician I.....	Per Hour	50.00
Technician II.....	Per Hour	60.00
Technician III.....	Per Hour	70.00
Technician IV	Per Hour	80.00
Laboratory Technician.....	Per Hour	80.00
NDT Technician	Per Hour	90.00
Field Engineer/Geologist/Specialist	Per Hour	80.00
Staff Engineer/Geologist/Specialist.....	Per Hour	90.00
Senior Staff Engineer/Geologist/Specialist	Per Hour	105.00
Project Engineer/Consultant/Geologist	Per Hour	125.00
Senior Project Engineer/Consultant/Geologist, Project Manager	Per Hour	155.00
Senior Consultant, Senior Project Manager, Certified Industrial Hygienist	Per Hour	185.00
Certified Professional (Ohio VAP).....	Per Hour	195.00
Principal Consultant	Per Hour	215.00
CADD Operator	Per Hour	85.00
Senior CADD Operator	Per Hour	95.00
Drafter	Per Hour	75.00
Log Processor	Per Hour	70.00
Word Processing, Administrative Assistant	Per Hour	65.00

Minimum 4 Hours Per Day for field work

Overtime rate (Applies to all field work in excess of 8 hours per day, before 8:00 am or after 5:00 pm Monday through Friday or anytime Saturday, Sunday, or Holiday) Standard Rate x 1.5

Expert Testimony and Depositions (including preparation time) Premium of 50% added to hourly rate

TRANSPORTATION AND EXPENSES

Transportation Charge, SME or Private Vehicle	Per Mile.....	0.75
Out-of-town Travel Subsistence	At Cost + 20%	
Lodging and Other Expenses	At Cost + 20%	
Subcontract Expenses, Equipment Rental	At Cost + 20%	
Direct Expenses (Prints, Permits, Maps, etc).	At Cost + 20%	
Hard Copies of Report	Per Copy	75.00
Plotting 24 x 36 (Black & White)	Each.....	10.00
Plotting 24 x 36 (Color)	Each.....	20.00

Other Services including Drilling, Equipment use, and Laboratory Testing See Appropriate Fee Schedule

FEE SCHEDULE – INDUSTRIAL HYGIENE

SEE FS:0 FOR STAFF RATES

EQUIPMENT/SUPPLIES

Air Sampling Pump/Anderson Impactor	Per Day	110.00
Tri-Gas Meter (oxygen, LEL, toxic)	Per Day	90.00
Indoor Air Quality Monitoring Equipment	Per Day	100.00
Sound Level Meter	Per Day	100.00
Moisture Meter	Per Day	55.00
Spore Trap Cassettes	Each	12.00
Noise Dosimeter	Per Day	At Cost + 20%
Asbestos Sampling Corers	Each	2.00
Environmental Sampling Kit	Per Day	60.00
Environmental Health Protection Equipment		
Level C	Per Day/Person	130.00
Level B	Rate Available on Request	
Other Supplies and Equipment	At Cost + 20%	

LABORATORY TESTING

Asbestos Analysis	As Quoted or at Cost +20%
Microbial Analysis (by AIHA EMLAP Accredited Laboratory)	At Cost + 20%
Other Industrial Hygiene Sample Analysis	At Cost + 20%

SPECIAL CONDITIONS FOR BUILDING ASSESSMENTS

- 1. RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract portions of our services, such as sampling, repair and restoration, traffic control, aerial access, dismantling, specialized services, and other instrumentation or services necessary to perform the services required by the Agreement.
- 2. RIGHTS OF ENTRY AND ACCESS:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site and building to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall provide SME physical access to all parts of the building in which SME services are to be performed. CLIENT shall inform SME of any special requirements that might be imposed as a condition upon such rights of entry or access. SME will not be responsible for services not provided in buildings or areas of buildings to which access is not provided.
- 3. PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME will hold and maintain necessary business and professional licenses, accreditations, and registrations necessary to perform its services.
- 4. BUILDING PLANS AND SPECIFICATIONS:** CLIENT will provide available building plans and specifications, preferably digital versions in either AutoCAD compatible format or portable document format (PDF) prior to SME providing services. The quality and completeness of information provided by CLIENT will affect the representativeness of test locations and data.
- 5. FIELD SERVICES SCHEDULE:** Field services will be performed during normal business hours Monday through Friday, except on holidays, unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
- 6. SAFETY:** CLIENT shall inform SME of any known building, structural, and environmental conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For conditions other than those included for evaluation in the agreed-upon scope of services, SME will report, only for informational purposes, observed building, structural, or environmental conditions that could pose a potential threat to human health and safety.

IF INTRUSIVE TESTING OR SAMPLING IS INCLUDED IN THE AGREEMENT, THE FOLLOWING APPLY:

- 7. ASSESSMENT, TESTING AND SAMPLING LOCATIONS:** Unless otherwise stated in the Agreement, assessments and tests will be performed, and samples will be collected, from locations that do not require destruction or modification of building components, such as walls, ceilings, floors, and other building structures, for access to the materials to be assessed or sampled. If unanticipated building or other structural conditions, not made known to SME, prevent access to locations specified in the Agreement, then SME may delete, or deviate a reasonable distance from, proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance of its services.
- 8. RESTORATION:** CLIENT recognizes that some damage to the site, building, or building materials may occur in the normal course of our work. SME will exercise reasonable care to mitigate damage from assessment, testing, and sampling activities. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of building materials and surfaces at testing or sampling locations. Unless otherwise stated in the Agreement, cleanup is the responsibility of the client.
- 9. VARIATIONS IN BUILDING CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that building and other structural conditions on the site may vary from those encountered at the locations where were samples are collected and tests or assessments are made by SME, and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.

10. HAZARDOUS MATERIALS RISKS:

- a. Unanticipated hazardous substances and/or biological contaminants (HAZMAT), or levels of HAZMAT, may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the project scope of services and fees and make it necessary for SME adjust its scope of services or to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of, or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- b. There is a risk that testing or sampling activities may disrupt the integrity of building materials containing hazardous substances, result in release of materials containing hazardous substances into the building environment, or leave materials containing hazardous substances exposed after the completion of SME services. SME will exercise reasonable care and caution to prevent such occurrences; however, because such testing and sampling are a necessary aspect of the services that SME will provide for CLIENT's benefit. CLIENT agrees that SME shall not be held liable for damages or exposures caused by, or remediation of, HAZMAT released or exposed in this manner.
- c. CLIENT recognizes that discovery of HAZMAT on the site may result in: 1) a significant reduction of the property's value, 2) unexpected costs of compliance with applicable laws and regulations, and/or 3) unexpected costs for management of HAZMAT. CLIENT further recognizes that SME cannot be held responsible for such devaluation or costs.
- d. It is possible this assessment may fail to reveal the presence of contaminants, hazardous substances, or other types of HAZMAT at sites where HAZMAT is assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover HAZMAT does not guarantee that HAZMAT does not exist in the building or at the site. CLIENT agrees that it would be unfair to hold SME liable for failing to discover HAZMAT whose exact location is impossible to foretell, or where access was not available. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- e. CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

11. SAMPLE DISPOSAL:

- a. Unless otherwise requested in writing by CLIENT, SME will dispose of samples submitted to SME's laboratories 60 days after submitting our final report. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b. In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see **Disposal of Hazardous and Other Regulated Wastes**). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

12. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES: CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from: violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the “CLIENT.” The CLIENT’s CLIENT shall be referred to as the “OWNER.” Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as “SME.” The “services” to be provided under this Agreement are defined in SME’s Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME’s instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME’s File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME’s File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney’s fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME’s services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME’s written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME’s services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker’s compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME’s services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: _____

Project Name: _____

Project Location: _____

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE(Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____



July 6, 2015

R E S O L U T I O N

No. 37-15

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Nathan Henne, City Manager, to sign a contract with Soil and Materials Engineering (SME) for demolition and project management services for the Legion Villa.

MOVED: _____

SECONDED: _____



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

July 1, 2015

Mr. Nathan R. Henne
City of Springfield
601 Avenue A
Springfield, MI 49037

Dear Mr. Henne:

The following is a breakout of annual contribution of your coverage with the Michigan Municipal Risk Management Authority (MMRMA) for the policy period July 1, 2015 to July 1, 2016.

Automobile Liability & Vehicle Physical Damage		\$20,986
4 Private Passenger	\$2,922	
15 Trucks	\$8,435	
1 Van	\$ 821	
2 Rescue	\$8,808	
Public Officials Liability		\$ 9,241
All Other Liability		\$25,818
Property		\$14,769
Total Contribution		\$70,814

If you have any questions or if I can be of further assistance, please call.

Sincerely,

Craig S. Manser
Regional Risk Manager



MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY COVERAGE PROPOSAL

Member:	City of Springfield	Proposal No: Q000001729
Date of Original Membership:	December 21, 1991	
Proposal Effective Dates:	July 01, 2015 To July 01, 2016	
Member Representative:	Nathan Henne	Telephone #: (269) 965-2354
Regional Risk Manager:	Ibex Insurance Agency	Telephone #: (248) 538-0470

A. Introduction

The Michigan Municipal Risk Management Authority (hereinafter "MMRMA") is created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments. MMRMA is a separate legal and administrative entity as permitted by Michigan laws. **City of Springfield** (hereinafter "Member") is eligible to be a Member of MMRMA. **City of Springfield** agrees to be a Member of MMRMA and to avail itself of the benefits of membership.

City of Springfield is aware of and agrees that it will be bound by all of the provisions of the Joint Powers Agreement, Coverage Documents, MMRMA rules, regulations, and administrative procedures.

This Coverage Proposal summarizes certain obligations of MMRMA and the Member. Except for specific coverage limits, attached addenda, and the Member's Self Insured Retention (SIR) and deductibles contained in this Coverage Proposal, the provisions of the Joint Powers Agreement, Coverage Documents, reinsurance agreements, MMRMA rules, regulations, and administrative procedures shall prevail in any dispute. The Member agrees that any dispute between the Member and MMRMA will be resolved in the manner stated in the Joint Powers Agreement and MMRMA rules.

B. Member Obligation - Deductibles and Self Insured Retentions

City of Springfield is responsible to pay all costs, including damages, indemnification, and allocated loss adjustment expenses for each occurrence that is within the Member's Self Insured Retention (hereinafter the "SIR"). **City of Springfield's** SIR and deductibles are as follows:

Table I
Member Deductibles and Self Insured Retentions

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	N/A	State Pool Member
Vehicle Physical Damage	\$250 Per Vehicle	State Pool Member
Fire/EMS Replacement Cost	\$1,000 Per Occurrence	N/A
Property and Crime	\$1,000 Per Occurrence	N/A
Sewage System Overflow	N/A	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

The **City of Springfield** is afforded all coverages provided by MMRMA, except as listed below:

1. Sewage System Overflow
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

City of Springfield agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

C. MMRMA Obligations - Payments and Limits of Coverage

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

Table II
Limits of Coverage

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	5,000,000	N/A	N/A	N/A
2 Judicial Tenure	N/A	N/A	N/A	N/A
3 Sewage System Overflows	0	N/A	0	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	7,401,745	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	5,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	2,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	1,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	5,000,000	N/A	N/A	N/A
12 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
13 Marine Property	1,000,000	N/A	N/A	N/A
14 Other Covered Property	10,000	N/A	N/A	N/A
15 Income and Extra Expense	5,000,000	N/A	N/A	N/A
16 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
17 Faithful Performance	Per Statute	N/A	N/A	N/A
18 Earthquake	5,000,000	N/A	5,000,000	100,000,000
19 Flood	5,000,000	N/A	5,000,000	100,000,000
20 Terrorism	50,000,000	50,000,000	N/A	N/A

TABLE III

Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage

Limits of Coverage

Retroactive Dates:

For Coverage A -- Data Breach and Privacy Liability Coverage: 07/01/2013

For Coverage C -- Electronic Media Liability Coverage: 07/01/2013

Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense	Limits of Coverage Per Occurrence/Claim		Annual Aggregate	
	Member	Member	Member	All Members
Coverage A -- Data Breach and Privacy Liability Coverage: Each Claim:	\$1,000,000	\$1,000,000	\$1,000,000	\$15,000,000
Coverage B -- Data Breach Loss to Member Coverage: Each Unauthorized Access:	Included in the limit above			
Coverage C -- Electronic Media Liability Coverage: Each Claim:	Included in the limit above			
Coverage D -- Breach Mitigation Expense Coverage: Each Unintentional Data Compromise:	Included in the limit above			

The total liability of MMRMA shall not exceed \$1,000,000 per Member aggregate Limit of Liability for coverages A, B, C, and D, in any coverage period.

The total liability of MMRMA shall not exceed \$15,000,000 for All Members aggregate Limit of Liability for coverages A, B, C, and D, from July 1, 2015, to June 30, 2016.

TABLE IV

Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense Coverage

Deductibles

Data Breach and Privacy Liability, Data Breach Loss to Member, Electronic Media Liability, and Breach Mitigation Expense	Deductible Per Occurrence/Claim	
	Member	
Coverage A -- Data Breach and Privacy Liability Coverage: Each Claim:	\$25,000	
Coverage B -- Data Breach Loss to Member Coverage: Each Unauthorized Access:	\$25,000	
Coverage C -- Electronic Media Liability Coverage: Each Claim:	\$25,000	
Coverage D -- Breach Mitigation Expense Coverage: Each Unintentional Data Compromise:	\$25,000	

D. Contribution for MMRMA Participation

City of Springfield

Period: July 01, 2015

To July 01, 2016

Coverages per Member Coverage Overview:

\$70,814

TOTAL ANNUAL CONTRIBUTIONS:

\$70,814

E. List of Addenda

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

Proposal No:

City of Springfield

Q000001729

MMRMA

Member Representative



MMRMA Representative

Date

6-29-15

Date



July 6, 2015

RESOLUTION

No. 38-15

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Nathan Henne, City Manager, to sign the renewal for loss and liability insurance with MMRMA.

MOVED: _____

SECONDED: _____



**NEXT PAGE IS
RESOLUTION
#39-15**

**PERFORMANCE RESOLUTION FOR
GOVERNMENTAL AGENCIES**

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way" (form 2205), or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way" (form 2205B).

RESOLVED WHEREAS, the _____
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

- 6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name	and/or	Title

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by
 the _____
 (Name of Board, etc)
 of the _____ of _____
 (Name of GOVERNMENTAL AGENCY) (County)
 at a _____ meeting held on the _____ day
 of _____ A.D. _____.

Signed _____ Title _____



July 6, 2015

R E S O L U T I O N

No. 40-15

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD that the following

business licenses are hereby approved; said licenses to expire June 30, 2016:

New or Used Car Dealership

Custom Connection Motorsports, LLC

335 N. Helmer Road

Collecting Commercial & Industrial Solid Waste

Scooters Refuse Service, Inc.
Sunny Bay Disposal

1185 N. Raymond Road, Battle Creek
3774 W Michigan Avenue, Battle Creek

Recycling Center

Springfield Metal Recyclers

103 Bishop

MOVED: _____

SECONDED: _____

CITY OF SPRINGFIELD
BILLS IN LINE

INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 6/14/2015 TO 6/27/2015

GL Number	GL Desc	Vendor	Amount
Fund 101 GENERAL FUND			
Dept 172 CITY MANAGER			
101-172-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	(1,562.16)
101-172-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	1,954.00
101-172-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	(98.40)
101-172-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	121.70
101-172-801.05	LEGAL FEES	MUMFORD, SCHUBEL, ET AL.	360.00
101-172-801.05	LEGAL FEES	MUMFORD, SCHUBEL, ET AL.	645.00
101-172-801.26	CM OPPORTUNITIES ACCOUNT	SCENE MAGAZINE	427.00
101-172-956.00	MISCELLANEOUS EXPENSES	PNC BANK VISA	62.51
		Total For Dept 172 CITY MANAGER	1,909.65
Dept 259 FINANCE & ADMIN SERVICES			
101-259-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	1,012.66
101-259-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	3,796.58
101-259-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	63.91
101-259-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	236.46
101-259-727.00	OFFICE SUPPLIES	STAPLES ADVANTAGE	10.90
101-259-727.30	ELECTION EXPENSE	PNC BANK VISA	61.98
101-259-727.40	PAPER	STAPLES ADVANTAGE	148.47
101-259-727.50	DATA PROCESSING SUPPLIES	STAPLES ADVANTAGE	449.94
101-259-727.90	POSTAGE	UNITED STATES POSTAL SERVICE	857.70
101-259-727.90	POSTAGE	LAKE MICHIGAN MAILERS INC	758.52
101-259-727.95	STORE FUND	STAPLES ADVANTAGE	27.41
101-259-740.00	OPERATING SUPPLIES	STAPLES ADVANTAGE	45.80
101-259-801.00	CONTRACTUAL SERVICES	CASTELLANOS, CHRISTINA	500.00
101-259-801.00	CONTRACTUAL SERVICES	CASTELLANOS, CHRISTINA	418.75
101-259-801.13	INCOME TAX COMPLIANCE	BRONSON BATTLE CREEK	6.00
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	31.04
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	29.31
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	28.45
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	53.11
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	49.15
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	32.76
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	37.17
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	34.49
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	26.73
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	35.35
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	29.31
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	25.00
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	60.01
101-259-801.13	INCOME TAX COMPLIANCE	CHICAGO DIVERSIFIED FOODS	6.00
101-259-801.13	INCOME TAX COMPLIANCE	STATE OF MICHIGAN	8.00
101-259-801.13	INCOME TAX COMPLIANCE	STATE OF MICHIGAN	5.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	15.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	15.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	15.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	15.00
101-259-801.13	INCOME TAX COMPLIANCE	VIPER SECURITY ENFORCEMENT INC	98.82
101-259-801.13	INCOME TAX COMPLIANCE	VIPER SECURITY ENFORCEMENT INC	65.54
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	35.35
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	31.04
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	33.63
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	10.00
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	10.00
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	10.00
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	58.30
101-259-801.13	INCOME TAX COMPLIANCE	DENSO MANUFACTURING	6.00
101-259-801.13	INCOME TAX COMPLIANCE	II STANLEY	6.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	45.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00

CITY OF SPRINGFIELD
BILLS IN LINE

INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 6/14/2015 TO 6/27/2015

GL Number	GL Desc	Vendor	Amount
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	45.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	15.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	15.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.14	COLLECTION EXPENSE	TENTH DISTRICT COURT	15.00
101-259-801.17	COMPUTER CONSULTANT/SUPPORT	VENTURE TECHNOLOGIES INC	3,000.00
101-259-801.97	CONFERENCE COSTS	VIRGINIA KARAS	143.69
101-259-900.10	ADVERTISING	AD-VISOR & CHRONICLE	51.03
101-259-900.10	ADVERTISING	HASTINGS REMINDER	59.29
101-259-930.25	POSTAGE METER MAINTENANCE	PITNEY BOWES	144.00
101-259-940.25	POSTAGE METER RENTAL	PITNEY BOWES	465.00
		Total For Dept 259 FINANCE & ADMIN SERVICES	13,723.65
Dept 345 PUBLIC SAFETY			
101-345-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	1,070.31
101-345-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	5,351.55
101-345-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	106.02
101-345-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	68.38
101-345-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	341.90
101-345-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	6.60
101-345-727.90	POSTAGE	UNITED STATES POSTAL SERVICE	36.90
101-345-740.00	OPERATING SUPPLIES	PNC BANK VISA	81.56
101-345-740.00	OPERATING SUPPLIES	SAMS CLUB / SYNCHRONY BANK	46.70
101-345-740.34	SCHOOL PROGRAM	PNC BANK VISA	84.79
101-345-801.43	POLICE SERVICE-COUNTY	CALHOUN COUNTY TREASURER	27,600.00
101-345-801.43	POLICE SERVICE-COUNTY	CALHOUN COUNTY TREASURER	55,777.47
101-345-920.10	NATURAL GAS	SEMCO ENERGY	111.64
101-345-930.30	EQUIPMENT MAINTENANCE	PNC BANK VISA	15.59
101-345-930.30	EQUIPMENT MAINTENANCE	5 ALARM FIRE & SAFETY EQUIPMENT	66.58
101-345-970.35	CAPITAL OUTLAY-PUB SAFE EQUIP	DUO-SAFETY LADDER CORPORATION	710.32
101-345-970.35	CAPITAL OUTLAY-PUB SAFE EQUIP	ROE-COMM INC	5,590.00
		Total For Dept 345 PUBLIC SAFETY	97,066.31
Dept 440 PUBLIC SERVICES			
101-440-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	3,042.40
101-440-716.00	MEDICAL INSURANCE	BCBS OF MICHIGAN	(1,249.69)
101-440-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	192.02
101-440-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	(77.83)
101-440-722.10	UNIFORMS	FASTENAL COMPANY	37.10
101-440-722.10	UNIFORMS	G & K SERVICES	56.94
101-440-722.10	UNIFORMS	DOBOS LAWNMOWER SALES	89.99
101-440-722.10	UNIFORMS	FAMILY FARM & HOME	9.99
101-440-722.10	UNIFORMS	G & K SERVICES	56.94
101-440-727.00	OFFICE SUPPLIES	STAPLES ADVANTAGE	2.79
101-440-956.00	MISCELLANEOUS EXPENSES	SAMS CLUB / SYNCHRONY BANK	21.34
101-440-956.00	MISCELLANEOUS EXPENSES	FASTENAL COMPANY	8.84
101-440-967.15	CITY HALL OPERATIONS & MAINT	SAMS CLUB / SYNCHRONY BANK	206.74
101-440-967.15	CITY HALL OPERATIONS & MAINT	SEMCO ENERGY	62.12
101-440-967.15	CITY HALL OPERATIONS & MAINT	EXACT PEST CONTROL SOLUTIONS LLC	40.00
101-440-967.20	CEMETERY OPERATIONS & MAINT	J THOMAS PARTS	25.44
101-440-967.20	CEMETERY OPERATIONS & MAINT	MENARDS-BATTLE CREEK	21.88
101-440-967.20	CEMETERY OPERATIONS & MAINT	J THOMAS COMPANY	100.11
101-440-967.25	PARKS/RECREATION OPER & MAINT	MENARDS-BATTLE CREEK	116.87
		Total For Dept 440 PUBLIC SERVICES	2,763.99

CITY OF SPRINGFIELD
BILLS IN LINE

INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 6/14/2015 TO 6/27/2015

GL Number	GL Desc	Vendor	Amount
Dept 861 POST EMPLOYMENT BENEFITS			
101-861-716.10	MEDICAL INSURANCE-RETIREES	BCBS OF MICHIGAN	2,649.17
101-861-716.10	MEDICAL INSURANCE-RETIREES	BCBS OF MICHIGAN	2,456.16
101-861-716.10	MEDICAL INSURANCE-RETIREES	BCBS OF MICHIGAN	3,162.46
101-861-716.11	MEDICAL DEDUCTIBLE-RETIREES	AMERAPLAN FUNDING	40.03
101-861-716.11	MEDICAL DEDUCTIBLE-RETIREES	AMERAPLAN FUNDING	36.58
101-861-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	167.41
101-861-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	144.48
101-861-716.25	MEDICAL INS-FED/MI TAXES & FEES	BCBS OF MICHIGAN	202.05
Total For Dept 861 POST EMPLOYMENT BENEFITS			8,858.34
Total For Fund 101 GENERAL FUND			124,321.94
Fund 211 INCOME TAX FUND			
Dept 000			
211-000-228.10	DUE TO STATE-ESCHEATS	STATE OF MICHIGAN	779.60
Total For Dept 000			779.60
Total For Fund 211 INCOME TAX FUND			779.60
Fund 238 ECONOMIC DEVELOPMENT FUND			
Dept 690 REDEVELOPMENT			
238-690-805.04	LEGION VILLA PROJECT	SME	1,386.25
Total For Dept 690 REDEVELOPMENT			1,386.25
Total For Fund 238 ECONOMIC DEVELOPMENT FUND			1,386.25
Fund 350 DEBT REDEMPTION FUND			
Dept 915 1999 TIFA B BONDS-EAST AIRPORT			
350-915-990.30	BOND AGENT FEES	THE BANK OF NEW YORK MELLON	750.00
Total For Dept 915 1999 TIFA B BONDS-EAST AIRPORT			750.00
Dept 917 2006 CAPITAL IMPROVEMENT BONDS			
350-917-990.30	BOND AGENT FEES	US BANK	112.50
Total For Dept 917 2006 CAPITAL IMPROVEMENT BONDS			112.50
Total For Fund 350 DEBT REDEMPTION FUND			862.50
Fund 508 FARMERS MARKET FUND			
Dept 752 FARMERS MARKET			
508-752-727.90	POSTAGE	UNITED STATES POSTAL SERVICE	73.00
508-752-801.00	CONTRACTUAL SERVICES	CLIFFORD BABCOCK	100.00
508-752-801.00	CONTRACTUAL SERVICES	DANNIELLE RANAE EVANS	60.00
508-752-920.10	NATURAL GAS	SEMCO ENERGY	39.15
508-752-956.00	MISCELLANEOUS EXPENSES	CUSTOM SIGNS & DESIGNS	200.00
508-752-956.06	SPECIAL EVENTS	TOWNSQUARE MEDIA-BATTLE CREEK	631.49
Total For Dept 752 FARMERS MARKET			1,103.64
Dept 753 FARMERS MARKET KITCHEN			
508-753-775.00	REPAIR & MAINT SUPPLIES	SAMS CLUB / SYNCHRONY BANK	56.68
508-753-801.00	CONTRACTUAL SERVICES	EXACT PEST CONTROL SOLUTIONS LLC	55.00
508-753-920.10	NATURAL GAS	SEMCO ENERGY	39.15
Total For Dept 753 FARMERS MARKET KITCHEN			150.83
Dept 754 FARMERS MARKET BANQUET CENTER			
508-754-920.10	NATURAL GAS	SEMCO ENERGY	39.16
Total For Dept 754 FARMERS MARKET BANQUET CENTER			39.16
Total For Fund 508 FARMERS MARKET FUND			1,293.63
Fund 590 SEWER FUND			
Dept 442 OPERATING EXPENSES			
590-442-727.90	POSTAGE	UNITED STATES POSTAL SERVICE	13.00
Total For Dept 442 OPERATING EXPENSES			13.00
Total For Fund 590 SEWER FUND			13.00

CITY OF SPRINGFIELD
BILLS IN LINE

INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 6/14/2015 TO 6/27/2015

GL Number	GL Desc	Vendor	Amount
Fund 591 WATER FUND			
Dept 000			
591-000-033.10	A/R-WATER BILLING	ADVIA CREDIT UNION	119.02
591-000-033.10	A/R-WATER BILLING	ALISON HOEPPNER	47.51
Total For Dept 000			166.53
Dept 442 OPERATING EXPENSES			
591-442-727.90	POSTAGE	UNITED STATES POSTAL SERVICE	13.00
591-442-775.00	REPAIR & MAINT SUPPLIES	FASTENAL COMPANY	10.18
Total For Dept 442 OPERATING EXPENSES			23.18
Total For Fund 591 WATER FUND			189.71
Fund 596 REFUSE FUND			
Dept 442 OPERATING EXPENSES			
596-442-727.90	POSTAGE	UNITED STATES POSTAL SERVICE	6.40
Total For Dept 442 OPERATING EXPENSES			6.40
Total For Fund 596 REFUSE FUND			6.40
Fund 661 VEHICLE FUND			
Dept 265 CITY HALL			
661-265-930.09	VEHICLE MAINTENANCE	LAKEVIEW FORD LINCOLN INC	32.93
Total For Dept 265 CITY HALL			32.93
Dept 440 PUBLIC SERVICES			
661-440-775.00	REPAIR & MAINT SUPPLIES	B&B FLEET	146.23
661-440-775.00	REPAIR & MAINT SUPPLIES	CEREAL CITY AUTO PARTS	29.54
661-440-956.00	MISCELLANEOUS EXPENSES	FAMILY FARM & HOME	12.99
Total For Dept 440 PUBLIC SERVICES			188.76
Total For Fund 661 VEHICLE FUND			221.69
Fund Totals:			
Fund 101 GENERAL FUND			124,321.94
Fund 211 INCOME TAX FUND			779.60
Fund 238 ECONOMIC DEVELOPMENT FUND			1,386.25
Fund 350 DEBT REDEMPTION FUND			862.50
Fund 508 FARMERS MARKET FUND			1,293.63
Fund 590 SEWER FUND			13.00
Fund 591 WATER FUND			189.71
Fund 596 REFUSE FUND			6.40
Fund 661 VEHICLE FUND			221.69
Total For All Funds:			129,074.72