



225 S Camburn St
Stanton, MI, 48888
Phone (989) 831.4440
Fax (989) 831.5756
www.StantonOnline.com

STANTON CITY COMMISSION
Regular Meeting Agenda
August 25, 2020
7:00 PM

1. Call to Order

2. Pledge of Allegiance

3. Roll Call:

Mayor Lori Williams
Mayor Pro Tem
Vladimir Edelman
Commissioner Jane Basom

Commissioner Ray Holloway
Commissioner Michael Mazzola
Commissioner Charles Miel
Commissioner Mary Thomas

4. Approval of Agenda

5. Public Comments and/or Questions (Public Comments shall be limited to 3 minutes per person. A person wishing to address the Commission shall state their name and address for the official record. The Commission may at their discretion respond to comments and/or questions after all have been received.)

6. Standing Items

- a. Approval of commission meeting minutes of August 11, 2020
- b. Approval of bill payments for the month of August 2020 in the total amount of \$79,124.17.

7. Monthly Reports

- a. Stanton Police Department
- b. Stanton Public Works
- c. Clerk/Treasurer Report
- d. City Manager

8. Public Hearing

- a. Mayor opens the public hearing to receive comment on the proposed Commercial Redevelopment District.
- b. Mayor closes the public hearing.

9. New Business

- a. Consideration by City Commission of a resolution to create a Commercial Redevelopment District in accordance with Public Act 255 of 1978.

- b. Consideration by City Commission of a bid award to CL Trucking & Excavating of Ionia, Michigan to complete construction activities related to the East Main Street Water Connection Project.
- c. Consideration by City Commission of a resolution to accept the terms of the Michigan Natural Resources Trust Fund Development Agreement for development grant funds in the amount of \$300,000 to complete the Stanton Veterans Memorial Park Project (Project # TF 19-0041).

10. Committee Reports

11. Public Comments

12. Commission Comments

13. Adjournment

City of Stanton
Regular Meeting Minutes
August 11, 2020

1. **Call to Order: Pledge of Allegiance** – The City of Stanton regular meeting was called to order via zoom conference video at 7:00p.m. by Mayor Lori Williams with the Pledge of Allegiance.
2. **Roll Call:** Mayor Lori Williams, Jane Basom, Vladimir Edelman, Ray Holloway, Chuck Miel, Mary Thomas
Absent: Michael Mazzola
3. **Approval of Agenda**
Motion made by Thomas second by Basom to approve the agenda with the addition to New Business letter d. Consideration by the City Commission to approve Commissioner Michael Mazzola’s absence from the August 11, 2020 meeting. Motion carried on a voice vote.
4. **Public Comments:** None
5. **Standing Items**
 - a. Motion made by Edelman second by Miel to approve the Regular Meeting Minutes of July 28, 2020. Motion carried on a voice vote.
 - b. Motion made by Miel second by Holloway to approve the bills for August 2020 in the amount of \$106,803.97. Motion carried on a voice vote.
 - c. Motion made by Edelman second by Basom to accept the Revenue and Expenditure Report for the month of July. Motion carried on a voice vote.
6. **Monthly Reports**
 - a. Stanton Police Department
 - b. DPW Report
 - c. Clerk/Treasurer Financial Report
 - d. City Manager-updates were given that the Neighborhood Enhancement Grant Program has began and we already have applications coming in, residents have until September 2, 2020 to submit them. Happy Birthday to James Blum.
7. **New Business:**
 - a. Motion made by Miel second by Edelman to set August 25, 2020 at 7:00p.m. for a public hearing to consider the establishment of a Commercial Redevelopment District. Motion carried on a voice vote.
 - b. Motion made by Edelman second by Thomas to table to adopt a resolution establishing criteria for the determination of eligibility for commercial redevelopment district tax exemption certificates until City Manager Davis gets the commission more information and the city commission has time to give feedback to City Manager Davis. Motion tabled on a voice vote.

- c. Motion made by Miel second by Holloway to award a bid contract to Abonmarche Consultants, Inc. for certified grant administration services related to the Bradford Extended Storm Sewer Improvements and Detention Pond Project at a cost not-to-exceed \$19,850. Motion carried on a voice vote.
- d. Motion made by Edelman second by Basom to approve Commissioner Michael Mazzola's absence from the August 11, 2020 meeting. Motion carried on a voice vote.

8. Committee Reports: None

9. Public Comments: None

10. Commission Comments: None

11. Adjournment

Motion made by Holloway second by Edelman to adjourn meeting at 7:30p.m.
Motion carried on a voice vote.

Lori Williams, Mayor
Lori Braman, Clerk

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
08/11/2020	STANT	9343*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	11,024.16
08/11/2020	STANT	9344	AMERITAS LIFE INSURANCE	INSURANCE	710.000	850	648.11
08/11/2020	STANT	9345*#	CONSUMERS ENERGY	UTILITIES	920.000	172	0.00
				STREET LIGHTS	920.000	448	1,127.00
				100 CEMETERY ST.	920.000	448	40.99
				225 S. CAMBURN ST.	920.000	448	311.86
				300 S. MILL ST.	920.000	448	134.67
				119 W. MAIN ST. #WTR	920.000	448	29.12
				119 S. COURT ST.	920.000	448	85.62
				117 S. LINCOLN ST.	920.000	448	73.90
				320 S LINCOLN ST	920.000	448	33.36
				421 E. MAIN ST.	920.000	448	57.65
				125 S. CAMBURN ST.	920.000	448	31.25
				UTILITIES	920.000	448	116.61
				CHECK STANT 9345 TOTAL FOR FUND 101:			<u>2,042.03</u>
08/11/2020	STANT	9349	HEVEL AUTOMOTIVE INC	REPAIR, MAINTENANCE	775.000	441	151.59
08/11/2020	STANT	9350#	MICHIGAN FLEET FUELING SOLUTIONS	GAS	736.000	301	79.15
				GAS	736.000	441	410.93
				CHECK STANT 9350 TOTAL FOR FUND 101:			<u>490.08</u>
08/11/2020	STANT	9351	SPECTRUM PRINTERS, INC	MATERIALS AND SUPPLIES	726.000	262	38.79
08/11/2020	STANT	9352*#	POSTMASTER	POSTAGE	727.000	172	154.00
08/11/2020	STANT	9353#	REPUBLIC SERVICES #239	REFUNDS & REBATES	687.000	101	1,031.04
				REPAIR, MAINTENANCE	775.000	441	200.70
				CHECK STANT 9353 TOTAL FOR FUND 101:			<u>1,231.74</u>
08/11/2020	STANT	9355	STANTON HARDWARE CORP	REPAIR, MAINTENANCE	775.000	441	491.23
08/19/2020	STANT	9356	CITY OF STANTON	WATER/SEWER	921.000	448	126.35
08/19/2020	STANT	9359	LEXIS NEXIS	PROFESSIONAL SERVICES	801.000	301	143.10
08/19/2020	STANT	9362	MICHIGAN OFFICE SOLUTIONS, INC	PROFESSIONAL SERVICES	801.000	172	78.29
08/19/2020	STANT	9363	NYE UNIFORM	UNIFORMS	731.000	301	138.50
				Total for fund 101 GENERAL FUND			16,757.97

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User: LBRAMAN
DB: Stanton

CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
CHECK DATE FROM 08/06/2020 - 08/19/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET FUND							
08/11/2020	STANT	9343*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	623.15
Total for fund 202 MAJOR STREET FUND							623.15

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User: LBRAMAN
DB: Stanton

CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
CHECK DATE FROM 08/06/2020 - 08/19/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET FUND							
08/11/2020	STANT	9343*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	623.17
Total for fund 203 LOCAL STREET FUND							623.17

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DB: Stanton

CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
CHECK DATE FROM 08/06/2020 - 08/19/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT							
08/11/2020	STANT	9352*#	POSTMASTER	MATERIALS AND SUPPLIES	726.000	000	11.00
Total for fund 248 DOWNTOWN DEVELOPMENT							11.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER FUND							
08/11/2020	STANT	9343*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	981.62
08/11/2020	STANT	9345*#	CONSUMERS ENERGY	1100 S, CAMBURN ST.	920.000	536	316.70
				300 W. WALNUT ST.	920.000	536	29.41
				507 W. MAIN	920.000	536	18.00
				507 W. MAIN ST.	920.000	536	193.92
				900 S. CAMBURN ST.	920.000	536	1,703.85
				717 N. CAMBURN ST.	920.000	536	77.77
				301 S. MILL	920.000	536	16.74
				301 S. MILL ST.	920.000	536	249.29
				UTILITIES	920.000	536	0.00
				CHECK STANT 9345 TOTAL FOR FUND 590:			<u>2,605.68</u>
08/11/2020	STANT	9352*#	POSTMASTER	POSTAGE	727.000	536	175.00
08/11/2020	STANT	9354*	VIEW NEWSPAPER GROUP	PRINTING AND PUBLISHING	900.000	536	32.55
				Total for fund 590 SEWER FUND			3,794.85

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CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
CHECK DATE FROM 08/06/2020 - 08/19/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 591 WATER FUND							
08/11/2020	STANT	9343*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	1,114.92
08/11/2020	STANT	9345*#	CONSUMERS ENERGY	319 N. MILL ST.	920.000	536	34.33
				601 N. NEW ST.	920.000	536	787.07
				721 N. CAMBURN ST.	920.000	536	34.45
				UTILITIES	920.000	536	0.00
				CHECK STANT 9345 TOTAL FOR FUND 591:			<u>855.85</u>
08/11/2020	STANT	9352*#	POSTMASTER	POSTAGE	727.000	536	175.00
08/11/2020	STANT	9354*	VIEW NEWSPAPER GROUP	PRINTING AND PUBLISHING	900.000	536	32.55
08/19/2020	STANT	9357	DAN'S DIRT WORKS	REPAIR, MAINTENANCE	775.000	536	200.00
08/19/2020	STANT	9358	ELHORN ENGINEERING	REPAIR, MAINTENANCE	775.000	536	369.00
08/19/2020	STANT	9360	CITY OF GREENVILLE	REPAIR, MAINTENANCE	775.000	536	100.18
08/19/2020	STANT	9361	PETERSEN OIL & PROPANE	MATERIALS AND SUPPLIES	726.000	536	297.88
08/19/2020	STANT	9364	PEERLESS MIDWEST INC	REPAIR, MAINTENANCE	775.000	536	630.00
				Total for fund 591 WATER FUND			3,775.38

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 703 TAX ACCOUNT							
08/14/2020	TAX	3549	GENERAL FUND	GENERAL FUND	818.000	000	30,951.48
08/14/2020	TAX	3550	MONTCALM COUNTY TREASURER	MONTCALM COUNTY TREASURER	820.000	000	9,778.96
				SET	826.000	000	13,408.21
				CHECK TAX 3550 TOTAL FOR FUND 703:			<u>23,187.17</u>
				Total for fund 703 TAX ACCOUNT			54,138.65
			TOTAL - ALL FUNDS				79,724.17

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



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HIGHLIGHTS JULY 2020

July 9th

Assist to CPS in the City

July 10th

Assist to EMS in the City

July 17th

Personal injury car accident N. State and Day St.

July 24th

Assist to CPS in the City

Arrests

One for Breaking and Entering a business.

Appearance ticket for Driving while license suspended 2nd offense and driving with no insurance.

Respectfully submitted,

Chief Joe Patino

Police Report 2020	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Yearly Total	2019
Alarms	2	0	0	1	1	0	0						4	11
Animal Complaints	0	1	0	1	1	0	0						3	20
Assists to EMS Fire LE	8	4	3	3	3	4	1						26	53
Assist To The Public 911 RAW	1	1	1	2	4	3	0						12	22
B&E and Attempted	0	1	0	0	0	0	2						3	1
Be On The Look Out	0	1	0	0	1	1	0						3	7
Car Accidents	0	1	0	0	0	1	1						3	23
Car Thefts	0	1	0	0	0	0	0						1	2
Check The Well Being	0	0	0	0	2	2	2						4	11
Child Custody Dispute	0	0	0	0	0	0	0						0	7
CPS and Sex Crime Cases	1	1	1	0	2	1	2						8	16
Civil Complaints	0	0	3	5	1	0	0						9	9
Disturbances	0	0	2	1	3	2	1						11	14
Destruction Of Property	0	0	0	0	0	0	0						0	9
Domestic Disturbance	1	0	2	1	0	1	1						6	29
Drug Complaints	0	0	0	0	1	0	0						1	0
Found and Lost Property	0	2	1	1	0	0	2						6	10
Harrasment	1	0	0	1	1	0	0						3	6
I.D. Theft	0	0	0	1	0	0	0						1	3
Liquor Liquor License Inspection	0	0	0	1	0	0	0						1	2
Fraud And Larceny	1	2	2	3	0	2	0						10	16
Mental Health Transports	1	0	1	0	0	1	0						2	6
Ordinance Violations	1	4	5	1	2	4	0						15	22
Ordinance Violation Tickets	0	0	0	0	1	0	0						1	8
Peddlers permit	0	0	0	0	0	0	0						0	3
PPO And Court Violations	0	1	0	0	0	1	0						2	3
Retail Fraud	0	0	0	0	1	0	1						2	3
Suicidal Subject	1	0	0	0	0	0	0						1	2
Suspicious Person	1	1	0	0	1	0	1						4	14
Suspicious Vehicle	1	0	1	0	0	1	0						3	4
Suspicious Situation	0	1	1	0	0	2	1						5	9
Threats	0	0	0	0	0	0	0						0	5
Trespassing Complaint	0	1	1	1	0	0	0						3	7
Traffic Complaints	4	1	4	6	9	2	3						29	36
Total	22	24	28	27	31	28	18						178	413
ROAD PATROL ACTIVITES														
Patrol Miles	577	676	711	1204	961	1,038	843						5,370	10,350
Property Inspections	98	132	57	139	86	88	46						646	1,215
Liquor Inspections	19	27	27	37	26	16	23						175	327
Traffic Stops	1	1	9	22	36	11	6						86	108
Verbal Warnings	4	10	8	16	31	9	6						84	98
Tickets	0	1	3	8	5	2	1						20	14
Cars Investigated	6	20	12	19	24	13	16						110	163
Subjects Investigated	5	11	16	17	29	16	11						105	171
Arrests	1	1	0	0	2	0	2						6	17

Department of Public Works

August 7, 2020

The department installed a new water service line on E. Bellevue Street last Thursday. The water service line was installed for the new home being built by Habitat for Humanity.

In fact, there will be four water accounts added to our system in the very near future. Two of those will be brand new accounts, and two will be reinstated after many years of vacancy. There is also interest in a fifth. Five new homes will have been built soon in the City of Stanton, all since August of 2018.

Street improvements for this year are well underway with around 2,765 linear feet (just over a half mile) of streets having already been chipped and sealed. The department has also removed 450 linear feet of failed asphalt in preparation for new, which will conclude improvements for this year.

- manual irrigation of flower beds/pots downtown
- mow whip cemetery (and twenty-one other locations)
- repaired leaf vacuum (broken motor mount/adjustment for drive belt tension)
- repairing patch trailer used for pothole repair (C.D.I. box failure, no spark)
- pruning and mowing street right-of-way's
- hydrant/water main flushing postponed until September
- rental inspections
- water/sewer sampling and reports
- cleared right-of-way for compliance ground sampling through MDEGLE
- cleaned West Lift Station's wet well
- picked up leaf bags (brush chipping August 10th)
- cancelled street sweeping for August 11th in lieu of cancelled festival. *note; funds allotted were used toward sweeping the streets that were chipped before sealing took place
- miss dig locates (nearly daily)



225 S Camburn St.
 PO Box 449
 Stanton MI 48888
 Phone 989-831-4440 Fax 989-831-5756

8/11/2020 CASH SUMMARY BY ACCOUNTS FOR CITY OF STANTON
 FROM 7/1/2020 TO 7/31/2020
 FUNDS: 101, 703, 750
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 7/1/2020	Total Debits	Total Credits	Ending Balance 7/31/2020
Fund 101 General Fund					
101-000-001	General Fund	\$401,894.13	\$51,303.40	\$73,749.62	\$424,340.35
202-000-001	Major Streets	\$402,144.98	\$5,453.32	\$6,676.55	\$403,368.21
203-000-001	Local Streets	\$345,209.55	\$7,989.20	\$3,407.49	\$340,627.84
590-000-001	Sewer Fund	\$362,175.10	\$63,242.79	\$52,609.44	\$351,541.75
591-000-001	Water Fund	\$473,413.73	\$72,830.02	\$61,750.19	\$462,333.90
	General Fund Total	\$1,984,837.49	\$200,818.73	\$198,193.29	\$1,982,212.05
Fund 703 Taxes					
703-000-001		\$1,733.53	\$71,051.79	\$85,607.95	\$16,289.69
Fund 750 Payroll					
750-000-001		\$5,415.51	\$27,324.06	\$27,289.11	\$5,380.56
	TOTAL – ALL FUNDS	\$1,991,986.53	\$299,194.58	\$311,090.35	\$2,003,882.30

Major Deposits

Date	Description	Amounts
07/3/20	Act 51	\$9,949.17
7/01/20	State Revenue Sharing	\$22,442.00
7/17/20	2020 1 st Property taxes	\$19,694.28
7/29/20	2020 2 nd Property taxes	\$20,719.79
6/17/20	State of Michigan Returnable liquor license fees	\$13.75

Certificate of Deposits/chemflex/savings

Bank	Amounts
Isabella (4 CD'S)	\$559,359.86
Sidney (3 CD'S)	\$311,728.34
Chemical (6 CD'S)	\$351,130.99
Chemical (savings)	\$9,399.18
Isabella (savings)	\$100.24
Total	\$1,231,718.61

Reviewed by Lori Braman and Rachael Winnie



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CITY OF STANTON NOTICE OF PUBLIC HEARING TO CONSIDER ESTABLISHMENT OF A COMMERCIAL REDEVELOPMENT DISTRICT

PUBLIC NOTICE IS HEREBY GIVEN that the City Commission of the City of Stanton will hold a public hearing on August 25, 2020, at or after 7:00 p.m. at the regular meeting of the Stanton City Commission on the application of Millard's Furniture Store for the establishment of a Commercial Redevelopment District under the provisions of Act 255 of the Public Acts of Michigan of 1978, as amended ("Act 255") for new construction at 232 W Main Street and 212 Main Street within the City and commonly identified as: parcels 59-053-113-001-00 & 59-053-112-002-00. **This meeting is scheduled to occur electronically. Please visit www.stantononline.com for information on how to participate.**

Following the public hearing, the City Commission may consider a resolution to establish the requested commercial redevelopment district under the terms of Act 255.

All interested persons may attend the public hearing and comment on the requested establishment of the commercial redevelopment district. Written comments may be submitted to the City office, to the attention of the City Clerk or City Manager, at the above-stated address.

Vester Davis, Jr., City Manager
Email: citymanager@stantononline.com Phone: (989) 831-4440

Date: August 12, 2020

**CITY OF STANTON
COUNTY OF MONTCALM, MICHIGAN
RESOLUTION #**

A RESOLUTION TO ESTABLISH A COMMERCIAL REDEVELOPMENT DISTRICT

WHEREAS, pursuant to PA 255 OF 1978, the City of Stanton has the authority to establish "Commercial Redevelopment Districts" within the City of Stanton at the request of a commercial business enterprise or on it's own initiative; and

WHEREAS, Millard's Furniture & Appliance, Inc. has filed a written request with the clerk of the City of Stanton requesting the establishment of the Commercial Redevelopment District for an area in the vicinity of 232 W. Main Street and 212 W. Main Street located in the city of Stanton, Michigan hereinafter described; and,

WHEREAS, the City Commission of the City of Stanton, Montcalm County determined that the district meets the requirements set forth in section 5 of PA 255 of 1978; and,

WHEREAS, written notice has been given by certified mail to all owners of real property located within the proposed district as required by section 5(3) of PA 255 OF 1978; and

WHEREAS, on August 25, 2020 a public hearing was held and all residents and taxpayers of the City of Stanton were afforded an opportunity to be heard thereon; and

WHEREAS, the Stanton City Commission deems it to be in the public interest of the City of Stanton to establish the Commercial Redevelopment District as proposed;

NOW, THEREFORE, BE IT RESOLVED, the Stanton City Commission of the City of Stanton that the following described parcel(s) of land situated in the City of Stanton, County of Montcalm, and State of Michigan, to wit:

PIN #	Address	Street
053-112-001-00	232	W Main
053-112-002-00	212	W Main

be and here is established as a Commercial Redevelopment District pursuant to the provisions of PA 255 of 1978 to be known as Stanton Commercial Redevelopment District No. 1.

PRESENT: COMMISSIONERS:
NAYS: COMMISSIONERS:
YEAS: COMMISSIONERS:
ABSENT: COMMISSIONERS

RESOLUTION DECLARED _____

CERTIFICATION

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by the City Commission of the City of Stanton at their regular meeting held on August 25, 2020 at or around 7:00PM with a quorum present.

Lori Braman, City Clerk
City of Stanton

Date



225 S Camburn St
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MEMORANDUM

To: Mayor Williams & Stanton City Commission
From: Vester Davis Jr., City Manager
Date: August 14, 2020
Subject: Bid award for East Main Street Water Service Connection Project

The purpose of this memorandum is to recommend the bid award for professional construction services to CL Trucking & Excavating out of Ionia, Michigan. CL Trucking & Excavating submitted a qualified low bid in the amount of \$53,677.50. Attached to this memorandum is a copy of the recommended bid award and bid tabulation sheet from engineers Prein & Newhof. Engineers.

RECOMMENDATION

I recommend City Commission approve the bid award to CL Trucking & Excavation and authorize the City Manager to sign the necessary documents.

ATTACHMENTS

Correspondence from Prein & Newhof dated 08/13/20

August 13, 2020
2200513

Vester Davis
City of Stanton
225 S. Camburn
Stanton, MI 48888

RE: Water Supply System Improvements – East Main Street
Bid Tabulation

Dear Mr. Davis:

Bids were received on August 13, 2020 on the above referenced project. Four bids were received on the project and the bid tabulation is attached for reference. CL Trucking & Excavating was the low bidder with a bid price of \$53,677.50

Based on our post-bid conversation with CL Trucking & Excavating, they appear to have an acceptable understanding of the project requirements. CL Trucking & Excavating has constructed other projects of similar scope with successful outcomes. We would have no objection with City Commission awarding the project to CL Trucking & Excavating.

If you have any questions or need anything further feel free to contact our office.

Sincerely,

Prein&Newhof

Kevin Koster, P.E.



Enclosure: Bid Tabulation

Bid Tabulation

Owner: City of Stanton				1st		2nd		3rd		4th	
Project Title: Water Supply System Improvements – East Main Street				CL Trucking & Excavating 256 E Parmeter Road Ionia, MI 48846		The Isabella Corporation 2201 Commerce Street Mt. Pleasant, MI 48858		Gerber Construction Co 20270 W US-10 Reed City, MI 49677		Malley Construction, Inc 1565 S Park Place Mt. Pleasant, MI 48858	
Bid Date & Time: August 13, 2020, 10:00 A.M.			Project #: 2200513								
Item No.	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Max \$4,000	1.0	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
2	Tree, Rem 8 inch to 36 inch	8.0	EA	\$200.00	\$1,600.00	\$500.00	\$4,000.00	\$50.00	\$400.00	\$1,000.00	\$8,000.00
3	Clearing	0.1	Acre	\$5,000.00	\$500.00	\$1,000.00	\$100.00	\$1,000.00	\$100.00	\$15,000.00	\$1,500.00
4	Pavt, Rem	115.0	SYD	\$7.50	\$862.50	\$5.00	\$575.00	\$10.00	\$1,150.00	\$13.00	\$1,495.00
5	Water Serv, Long	7.0	EA	\$4,300.00	\$30,100.00	\$3,800.00	\$26,600.00	\$5,300.00	\$37,100.00	\$4,000.00	\$28,000.00
6	Abandon existing watermain	1.0	LS	\$750.00	\$750.00	\$500.00	\$500.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00
7	Subbase, CIP	25.0	CYD	\$20.00	\$500.00	\$15.00	\$375.00	\$25.00	\$625.00	\$40.00	\$1,000.00
8	Shoulder C1 II, 8 inch	60.0	SYD	\$12.00	\$720.00	\$15.00	\$900.00	\$20.00	\$1,200.00	\$18.00	\$1,080.00
9	Approach C1 I, 6 inch	210.0	SYD	\$8.50	\$1,785.00	\$6.00	\$1,260.00	\$16.00	\$3,360.00	\$13.00	\$2,730.00
10	Driveway, Nonreinf Conc, 6 inch	115.0	SYD	\$45.00	\$5,175.00	\$42.00	\$4,830.00	\$60.00	\$6,900.00	\$50.00	\$5,750.00
11	Turf Restoration	250.0	LFT	\$15.00	\$3,750.00	\$4.00	\$1,000.00	\$18.00	\$4,500.00	\$21.00	\$5,250.00
12	Soil Erosion and Sedimentation Control	1.0	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,530.00	\$1,530.00
13	Traffic Control	1.0	LS	\$3,435.00	\$3,435.00	\$13,000.00	\$13,000.00	\$4,550.00	\$4,550.00	\$13,000.00	\$13,000.00
Total Bid				\$53,677.50		\$57,640.00		\$65,985.00		\$74,835.00	

Bid Tabulation Summary

Bid Date: 13-Aug-20	Bid Time (Local): 10:00 AM
Owner: City of Stanton	
Project Title: Water Supply system Improvements - East Main Street	
Project #: 2200513	

Number	Contractor Name	Bid Amount
1st	CL Trucking & Excavating 256 E Parmeter Road, Ionia, MI 48846	\$53,677.50
2nd	The Isabella Corporation 2201 Commerce Street, Mt. Pleasant, MI 48858	\$57,640.00
3rd	Gerber Construction Co 20270 W US-10, Reed City, MI 49677	\$65,985.00
4th	Malley Construction, Inc 1565 S Park Place, Mt. Pleasant, MI 48858	\$74,835.00



225 S Camburn St
Stanton, MI, 48888
Phone (989) 831.4440
Fax (989) 831.5756
www.StantonOnline.com

MEMORANDUM

To: Mayor Williams & Stanton City Commission
From: Vester Davis, Jr., City Manager
Date: August 15, 2020
Subject: Michigan Natural Resources Trust Fund Development Project Agreement for Veterans Memorial Park Project (Project #TF19-0041)

BACKGROUND

Late Friday afternoon, Governor Gretchen Whitmer enacted legislation to appropriate \$28.7 million in Michigan Natural Resources Trust Fund grants. The City of Stanton has been selected to be a recipient of a portion of the allocated funds in the amount of \$300,000. Grant funds will cover eligible project costs such as: natural and paved pathways, benches, parking lot area, a bike fix station, a disc golf course, and more. In 2019, the approximate project budget was \$656,700. Veterans Memorial Park has been ranked as a high priority.

REQUESTED ACTION

City Commission must approve the Development Project Agreement between the Michigan Department of Natural Resources and City of Stanton to receive grant funds for the Veterans Memorial Park Project (Project number #TF19-0041) and authorize the Manager to execute the necessary documents. Enclosed is a copy of the Michigan Natural Resources Trust Fund development grant agreement for City Commission to consider. If the City is accepting of this offer, an executed copy of the agreement must be returned to the State of Michigan prior to incurring project costs and before the specified deadline of October 2, 2020.

ATTACHMENTS

- Enclosures: MNRTF Development Project Agreement & Project Resolution



Michigan Natural Resources Trust Fund
Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between City of Stanton in the county of Montcalm County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT."

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Stanton Veteran's Memorial Park Project #: TF19-0041

Grant Amount: \$300,000.00 59% PROJECT TOTAL: \$513,200.00

Match Amount: \$213,200.00 41%

Start Date: Date of Execution by DEPARTMENT End Date: 08/31/2022

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 10/02/2020 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.

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

GRANTEE

SIGNED

By [Print Name]:

Title:

Organization:

DUNS Number

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By:

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF19-0041** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **08/03/2020** through **08/31/2022**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Access Pathway 5' - 6' wide
 - Access Pathway 6' wide or more
 - Baseball or Softball Field
 - Bench(es)
 - Bike Fix Station
 - Bike Rack(s)
 - Crushed Stone Parking Lot
 - Landscaping
 - Paved ADA Parking Space(s)
 - Signage
 - Utilities
 - Vault/Pit Toilet(s)

6. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty-Nine percent (59%) of Five Hundred and Thirteen Thousand Two Hundred dollars (\$513,200.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty-Nine percent (59%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred and Thirteen Thousand Two Hundred dollars (\$213,200.00)** in local match. This sum represents **Forty-One percent (41%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for

reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT , to regulate the use thereof to the satisfaction of the DEPARTMENT , and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement ; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2020** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 11/30/2022**. If the GRANTEE fails to submit a complete final request for reimbursement by **11/30/2022**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE .
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may

also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement .
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section , the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement , and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement , and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement .
15. None of the project area, nor any of the project facilities constructed under this Agreement , shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate , therefore:
 - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT .
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area .
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement . Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE .
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate , maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement .
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor , manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

