



**CITY COUNCIL *REGULAR* MEETING
MAY 19, 2025/7:00 P.M.
RIVERVIEW CITY HALL
COUNCIL CHAMBERS
14100 CIVIC PARK DR.
RIVERVIEW, MI 48193-7600
734-281-4201**

AGENDA

- 1. CALL TO ORDER/ROLL CALL.**
- 2. PLEDGE OF ALLEGIANCE:** Councilmember Gunaga
- 3. INVOCATION:** Councilmember Pray
- 4. AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**

4.1 RECOGNIZE PROBATIONARY FIREFIGHTER JORDAN NADEAU ON HIS ACCOMPLISHMENT IN COMPLETION OF ALL DEPARTMENTAL TRAINING REQUIREMENTS AND SUCCESSFUL FULFILLMENT OF THE PROBATIONARY PERIOD – FIRE DEPARTMENT.

COMMUNITY IMPACT/BACKGROUND: Firefighter Jordan Nadeau joined the Riverview Fire Department on May 10, 2023, bringing several years of fire and EMS experience. Throughout his probationary period, Firefighter Nadeau has exhibited remarkable growth in his skills and competencies, developing into a well-rounded Firefighter and Paramedic capable of handling a diverse range of emergency responses. Firefighter Nadeau's dedication, skills, and positive attitude are anticipated to have a substantial and beneficial impact on both the fire department and the broader community it serves.

ACTION REQUESTED: The Mayor and City Council recognize Firefighter Nadeau on his accomplishments and promotion to Firefighter in the Riverview Fire Department.

ATTACHMENT: Certificate.

5. APPROVAL OF MINUTES.

5.1 APPROVE MINUTES OF THE 05/05/25 REGULAR CITY COUNCIL MEETING AND THE CONDENSED VERSION FOR PUBLICATION - CITY CLERK.

6. PUBLIC HEARINGS.

6.1 CONDUCT A PUBLIC HEARING ON THE PROPOSED 2025/26 ANNUAL OPERATING BUDGET AND SUPPORTING TAX RATES FOR THE CITY OF RIVERVIEW – FINANCE.

COMMUNITY IMPACT/ BACKGROUND: The proposed fiscal year 2025/26 operating budget and supporting tax rates were presented to the City Council by the City Manager on April 1, 2025. The City Council met in Special Study Sessions on April 14, 2025 and April 15, 2025 to review the proposed budget.

The proposed budget book has been available in the City Clerk's office, the Riverview Public Library, and the City's website for interested parties to review.

No City Council action is requested with the exception of noting public and written comments. Budget adoption and the supporting tax rate adoption for fiscal year 2025/26 is scheduled for the June 2, 2025 City Council meeting. The public hearing also incorporates the public notification requirements for the adoption of supporting tax levies relative to the annual budget process.

The Finance Director will give a presentation on the Proposed 2025/26 Annual Operating Budget prior to the Public Hearing.

ACTION REQUESTED: The City Council is requested to conduct a public hearing on May 19, 2025, for the purpose of considering the 2025/26 annual budget and supporting tax rates for the City of Riverview.

ATTACHMENT: None.

7. PUBLIC COMMENTS.

8. ORGANIZATIONAL BUSINESS.

None.

9. CONSENT AGENDA.

9.1 APPROVE SPECIAL EVENTS APPLICATION FROM GABRIEL RICHARD CATHOLIC HIGH SCHOOL TO PLACE A SIGN NEAR OR ON THE CITY ENTRANCE SIGN ON PENNSYLVANIA RD. – RECREATION DEPARTMENT.

COMMUNITY IMPACT/BACKGROUND: Gabriel Richard Catholic High School located at 15325 Pennsylvania Rd. in Riverview, is requesting approval to place a sign noting the school's State Champions. The proposed sign would be placed near or on the City entrance sign on Pennsylvania Rd. facing east bound traffic. Gabriel Richard will cover all costs of the sign and placement of the sign. Gabriel Richard will work with the City for size and material for the sign. Two proposed signs are attached to the application.

ACTION REQUESTED: City Council is requested to approve the Special Events Application from Gabriel Richard High School for sign placement.

ATTACHMENTS: Gabriel Richard Catholic High School application for sign (Special Events Application) and Proposed Sign Drawings.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/12/25 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/12/25 |
| Advisory Commission Recommendation | N/R | |

9.2 AWARD BID 2558 AND AUTHORIZE EXECUTION OF AGREEMENT WITH R.J. THOMAS MANUFACTURING CO., INC. FOR PARK EQUIPMENT-RECREATION DEPARTMENT

COMMUNITY IMPACT/BACKGROUND: On 03/17/2025, the City Council authorized the seeking of bids for Park Equipment for the Recreation Department. On 03/26/2025 notice of Invitation to Bid was published on the City website and MITN/BidNet. A bid response from six (6) vendors was opened on 04/10/2025. It is proposed that the bid be awarded to R.J. Thomas Manufacturing Co., Inc.

ACTION REQUESTED: City Council is requested to consider bid award, authorization to execute the agreement for Park Equipment for the Recreation Department.

ATTACHMENTS: Bid Tabulation and Recreation Department Recommendation.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/14/25 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/14/25 |
| Advisory Commission Recommendation | N/R | |

9.3 APPOINT BOND COUNSEL AND FINANCIAL ADVISORS REGARDING 2025 WATER AND SEWER REVENUE BONDS – FINANCE.

COMMUNITY IMPACT/BACKGROUND: The City of Riverview will be issuing bonds not to exceed \$20,000,000 to acquire, construct, furnish, and equip various improvements to the City's existing Water Supply and Sewage Disposal System. Specific legal counsel (Miller Canfield) as well as financial services (Bendzinski & Co.) need to be bound to provide assistance to the City with issuing bonds. Engagement letters from both Miller Canfield and Bendzinski & Co. are attached. These letters provide detailed scopes of services.

Both vendors have been the City's preferred professional service providers for years and are recognized leaders in the State for these types of services.

ACTION REQUESTED: The City Council is requested to appoint Miller, Canfield, Paddock and Stone, P.L.C. and Bendzinski & Co. to provide legal and financial services to the City of Riverview during its upcoming Water and Sewer Revenue bond issuance.

ATTACHMENT: Engagement Letters

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/14/25 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/14/25 |
| Advisory Commission Recommendation | N/R | |

9.4 AUTHORIZE THE MAYOR TO SIGN THE PROGRAM YEAR 2024 SUBRECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND CERTIFICATIONS – COMMUNITY DEVELOPMENT.

COMMUNITY IMPACT/BACKGROUND: The Community Development Department is requesting the City Council authorize Mayor Swift to sign the Program Year 2024 Subrecipient Agreement for Community Development Block Grant (CDBG) and Certifications on behalf of the City of Riverview. The project that is part of this contract is \$20,000.00 to be used for Senior Citizen Services.

ACTION REQUESTED: The City Council is requested to authorize Mayor Swift to sign the Program Year 2024 Subrecipient Agreement for Community Development Block Grant (CDBG) and Certifications.

ATTACHMENT: Memo to Jeff Dobek, City Manager and Dave Scurto, Community Development, dated May 13, 2025 and CDBG Subrecipient Agreement.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/14/25 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/14/25 |
| Advisory Commission Recommendation | N/R | |

10. RESOLUTIONS.

10.1 ADOPT RESOLUTION FOR REVISED POVERTY EXEMPTION GUIDELINES FOR 2025 AND POVERTY EXEMPTION APPLICATION IN ACCORDANCE WITH PUBLIC ACT 253 OF 2020 – ASSESSOR.

COMMUNITY IMPACT/BACKGROUND: Public Act 191 of 2023 made changes to the poverty exemption statute (MCL 211.7u) that will impact how local units, assessors, and boards of review handle the exemption policy to accommodate the changes in legislation. The assessor has revised the City's policy to meet these new standards and presents them to City Council for their approval.

ACTION REQUESTED: The City Council is requested to consider adoption of the revised City of Riverview Poverty Exemption Guidelines.

ATTACHMENTS: Resolution.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/07/25 |
| Financial Certification | N/R | |
| City Attorney Endorsement | X | 05/07/25 |
| Department Recommendation | X | 05/07/25 |
| Advisory Commission Recommendation | N/R | |

10.2 ADOPT NOTICE OF INTENT RESOLUTION TO ISSUE REVENUE BONDS – FINANCE.

COMMUNITY IMPACT/BACKGROUND: This resolution is the first step in the process as it relates to funding for major improvements to the Water and Sewer system at an amount of not to exceed \$20 million. The resolution serves two main purposes which are described below.

Publication of Notice of Intent: The Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended, requires the City to notify registered electors and water and sewage disposal system users of its intent to issue the bonds by publishing a notice in the newspaper which gives the voters a referendum right on the issuance of the bonds. The bonds can be issued without a vote of the electors, unless a valid petition is filed with the City Clerk within 45 days of the publication of the Notice of Intent signed by at least 10% of the registered electors.

The principal and interest will be payable solely from user charges of the system. These bonds will be payable in annual installments not to exceed 30 years and will bear interest at the rate or rates determined at sale but in no event to exceed such rates as may be permitted by law.

Declaration of Intent to Reimburse: The resolution's second purpose is to meet the requirements of the federal tax law regulations pertaining to tax-exempt bonds. Treasury Regulation § 1.150-2 provides in effect that an issuer of municipal bonds may reimburse itself for expenditures made prior to the issuance of bonds only if it has declared its intention to do so in advance. (There is a 60-day grace period in the regulation. That is, the resolution covers expenditures made up to 60 days prior to the date of the resolution.

The language of the resolution is taken from the Treasury Regulation.

ACTION REQUESTED: The City Council is requested to adopt the attached Notice of Intent Resolution to issue Revenue Bonds for the purpose of Water and Sewage Disposal System improvements.

ATTACHMENT: Notice of Intent Resolution and Exhibit A: Notice to be published.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/14/25 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/14/25 |
| Advisory Commission Recommendation | N/R | |

11. ADMINISTRATION.

11.1 APPROVE EXTENSION OF THE 2025 STREET SECTIONING PROGRAM CONTRACT AGREEMENT WITH SAVONE CEMENT, INC. FOR THE DPW SITE CONCRETE REPLACEMENT IN THE AMOUNT OF \$471,506.42, PLUS 10% CONTINGENCY IN THE AMOUNT OF \$47,150.64, FOR A TOTAL OF \$518,657.06. ALSO APPROVE ENGINEERING FEES TO PERFORM FIELD EVALUATION, MARKING, CONTRACT ADMINISTRATION, INSPECTION, TESTING, AND AS-BUILTS IN AN AMOUNT NOT TO EXCEED \$47,000.00 – DEPARTMENT OF PUBLIC WORKS.

COMMUNITY IMPACT/BACKGROUND: On 06/17/24, the City of Riverview executed a contract extension agreement with Savone Cement, Inc. for the 2024 Street Sectioning Program. In their letter dated February 07, 2025, Savone Cement, Inc. requested to extend the unit prices in the 2024 contract for the 2025 program at no cost increase. The pavement at the DPW Building site is in dire need of replacement. If approved, Savone Cement, Inc. will undertake the pavement replacement at the DPW Building site at the same unit prices in the existing contract.

Funds have been appropriated and will be split between water and sewer accounts 592-527-999.061 Parking Lot Replacement, 592-527-999.062 Parking Lot Replacement Engineering, 592-536-999.061Parking Lot Replacement and 592-536-999.062 Parking Lot Replacement Engineering of the 2025/26 fiscal year budget. A future budget adjustment may be needed to add it to the 2024/25 budget and remove it from the 2025/26 proposed budget depending on timing of the work completed.

ACTION REQUESTED: The City Council is requested to consider approving:

1. Extending the 2025 Street Sectioning Program contract with Savone Cement, Inc. to cover the pavement replacement at the DPW Building site subject to approval of the City Attorney in the amount of \$471,506.42, plus 10% contingency of \$47,150.64, for a total of \$518,657.06.
2. Approving engineering fees in an amount not to exceed \$47,000.00 to cover field evaluation, marking, contract administration, inspection, testing and As-Builts.

ATTACHMENTS: Savone Cement, Inc. letter and estimate.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|---------|
| City Manager Endorsement | X | 5/19/25 |
| Financial Certification | X | 5/19/25 |
| City Attorney Endorsement | X | 5/19/25 |
| Department Recommendation | X | 5/19/25 |
| Advisory Commission Recommendation | N/R | |

12. ORDINANCES.

None.

13. OTHER BUSINESS.

14. CLOSED SESSION.

None.

15. ADJOURNMENT.



Congratulations
Firefighter
Jordan Nadeau

In recognition of
Successful Completion of all training requirements
and One-Year Probationary Period

Riverview Fire Department

This 19th day of May 2025

A handwritten signature in black ink, appearing to read "Glenn F. Owens".

Glenn F. Owens
Fire Chief

REGULAR MEETING OF THE RIVERVIEW CITY COUNCIL
CITY OF RIVERVIEW, WAYNE COUNTY, MICHIGAN
HELD ON MONDAY, MAY 5, 2025 A.D.
IN THE COUNCIL CHAMBERS OF
THE PETER ROTTEVEEL MUNICIPAL BUILDING
14100 CIVIC PARK DRIVE, RIVERVIEW, MICHIGAN 48193-7600

The meeting was called to order at 7:00 p.m.

Presiding: Mayor Swift

Present: Councilmembers Gunaga, O'Neil, Pray, Robbins, Webb, Workman

Also Present: City Manager Jeffrey Dobek, City Clerk Shane Harrison, Land Preserve Director Jeff Kugelman, Finance Director Ann Darzniek, Human Resources Director Tracy Duncan, Police Chief John Allen, Golf Course Director Shawn Ingram, Fire Chief Glen Owens, IT Director Craig Weller, Library Director Azita Frattarelli, Charles E. Raines City Engineer Souheil Sabak and City Attorney Terry Johnson.

The Pledge of Allegiance was led by Councilmember Workman.

The Invocation was given by Councilmember O'Neil.

AWARDS, PRESENTATIONS, AND PROCLAMATIONS:

None.

MINUTES:

Item 5.1: Motion by Councilmember Pray, supported by Councilmember Robbins, that the Minutes of the Regular Meeting of April 21, 2025 and the condensed versions for publication, be Approved.

Carried Unanimously.

PUBLIC HEARING:

Item 6.1: Mayor Swift opened the Public Hearing at 7:02 p.m. to Conduct Public Hearing on Proposed Police Protection/Public Safety Special Assessment Levy Roll, as allowed under Public Act 33 of 1951, Amended.

The following people spoke:

- Bill Hempel

Motion by Councilmember O'Neil, supported by Councilmember Gunaga, that the Public Hearing be closed.

Carried Unanimously.

The Public Hearing Closed at 7:05 p.m.

Item 6.2: Motion by Councilmember Gunaga, supported by Councilmember Robbins to Discuss Evaluation of Responses and Objections from Public Hearing on Creation of Proposed Police Protection/Public Safety Special Assessment Levy Roll, as allowed under Public Act 33 of 1951, Amended, be Approved.

Carried Unanimously.

PUBLIC COMMENTS:

Mayor Swift offered public comments.

ORGANIZATIONAL BUSINESS:

None.

CONSENT AGENDA:

Motion by Councilmember Robbins, supported by Councilmember O'Neil, that the Consent Agenda be approved as follows:

- **Item 9.1:** Ratify Emergency Repairs of the Drainage System for the Memorial Park Splash Pad for a Total Cost of \$16,135 – City Manager.
- **Item 9.2:** Approve Grant from the MCOLES Public Safety Academy Assistance Program to Reimburse Police Academy Tuition Costs – Police Department.

Carried Unanimously

RESOLUTIONS:

Item 10.1: Motion by Councilmember Gunaga, supported by Councilmember Robbins that Resolution No. 25-12, Approving Special Assessment Roll and Authorizing Special Assessment Levy of 2 Mills for Police Protection/Public Safety Services, be Adopted.

RESOLUTION 25-12
RESOLUTION APPROVING SPECIAL ASSESSMENT ROLL AND
AUTHORIZING SPECIAL ASSESSMENT LEVY OF 2 MILL FOR POLICE
PROTECTION/PUBLIC SAFETY SERVICES

WHEREAS, Public Act No. 33 of 1951, as amended (“Act 33”) authorizes townships, certain incorporated villages, and certain qualified cities to create special assessment districts and to levy special assessments to pay for the costs and expenses of police protection; and

WHEREAS, Act 33 provides that qualified cities are cities with a population of less than 15,500, and because the City’s population was 12,490 in 2020, according to the last census, the City is a qualified city for purposes of Act 33; and

WHEREAS, the City Council of the City of Riverview, County of Wayne, State of Michigan, pursuant to Act 33, Public Acts of Michigan, 1951, as amended, has created the Riverview Police Protection Public Safety Special Assessment District (the “District”) to pay for certain costs and expenses for the purchasing of police motor vehicles, apparatus, and equipment and to defray the costs of maintenance and operations, including personnel, of the police department (the “Assessed Costs”) and assess the costs thereof to the property specially benefitted by the police protection public safety in the District; and,

WHEREAS, the District encompasses all parcels of land situated in the City of Riverview, County of Wayne, State of Michigan, and

WHEREAS, a special assessment roll has been prepared for the purpose of defraying the Assessed Costs; and,

WHEREAS, the City Council has reviewed said special assessment roll, and, after due and legal notice, the City Council met on May 5, 2025, and heard objections to the distribution of the special assessment levy; and,

WHEREAS, directly following the May 5, 2025 public hearing, City Council waived Council Police No. 1, Section 20(a)(8), to evaluate responses and objections on the proposed police protection/public safety special assessment levy roll; and,

WHEREAS, the City Council deems said special assessment roll and special assessment levy to be fair and equitable.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The special assessment roll attached hereto as Exhibit A shall be designated "Riverview Police Protection Public Safety Costs Special Assessment Roll". The full Riverview Police Protection Public Safety Costs Special Assessment Roll is on file at the Clerk's office for public inspection.
2. The Police Public Safety Special Assessments shall be placed on the regular tax roll as an ad valorem special assessment by millage at a rate of 2 mills on July 1, 2025 and shall continue for a period of five (5) years.
3. After the creation of the special assessment district, the City Council will annually determine the amount to be assessed for Police Protection/Public Safety services and, after holding a public hearing, may assess all of this cost in future years.
4. The Roll, in the total sum of \$826,904, is hereby confirmed and approved.
5. The 2 mill assessments made in the Roll are hereby ordered and directed to be collected and the City Treasurer is directed to distribute the special assessment levy on the taxable value of all of the lands and premises in the District.
6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be the same hereby are rescinded.

AYES: Mayor Swift, Councilmembers Gunaga, O'Neil, Pray, Robbins, Webb, Workman
NAYS: None

ADOPTED this 5th Day of May, 2025.

ATTEST:

Andrew M. Swift, Mayor

Shane Anne Harrison, duly authorized City Clerk of the City of Riverview, do hereby certify the foregoing Resolution is a true copy of a resolution adopted by the Riverview City Council at their regular meeting of May 5, 2025.

(S E A L)

Shane Anne Harrison, City Clerk

ADMINISTRATION:

Item 11.1: Motion by Councilmember Webb, supported by Councilmember Robbins, to Authorize the Preparation of Design Plans and Specification and the Solicitation of Bids for the Koester Avenue, Dundee and Ray Streets Water Mains Replacement Projects and Authorize Projects Construction Engineering including Inspection, Testing, Stake-Out, As-Built and Contract Administration by Charles E. Raines Co., in the amount not to exceed \$460,508.80, be Approved

Carried Unanimously.

Item 11.2: Motion by Councilmember Webb, supported by Councilmember Robbins, to Authorize the Preparation of Design Plans and Specifications and the Solicitation of Bids for the City's Large Diameter Sewers and Critical Sewers Lining Project and Authorize Projects Construction Engineering including Inspection, Testing, Review of Closed-Circuit TV (Before and After) Files and Contract Administrator and Contract Administration by Charles E. Raines Co., in the amount not to exceed \$342,857.14, be Approved.

Carried Unanimously.

Item 11.3: Motion by Councilmember Webb, supported by Councilmember Gunaga, to Authorize the Preparation of Design Plans and Specifications and the Solicitation of Bids for the Longsdorf Pump Station Rehabilitation and Authorize Projects Construction Engineering including Inspection, Testing, As-Built and Contract Administration by Charles E. Raines Co., in the amount not to exceed \$320,000, be Approved.

Carried Unanimously.

Item 11.4: Motion by Councilmember Pray, supported by Councilmember Robbins, to Call for a Public Hearing for the Purpose of Considering the Proposed 2025/26 Annual Operating Budget, Supporting Tax Rates, and 5-Year Capital Improvement Plan for the City of Riverview on May 19, 2025, be Approved.

Carried Unanimously.

ORDINANCES:

None.

OTHER BUSINESS:

None.

CLOSED SESSION:

None.

ADJOURNMENT:

Motion by Councilmember Workman, supported by Councilmember Robbins, that the meeting be adjourned.

Carried Unanimously.

The meeting adjourned at 7:17 p.m.

Andrew M. Swift, Mayor

Shane Anne Harrison, City Clerk

CITY OF RIVERVIEW, WAYNE COUNTY, MICHIGAN
REGULAR CITY COUNCIL MEETING MINUTES HELD ON MONDAY, MAY 5, 2025

The Meeting was called to order at 7:00 p.m.

Presiding: Mayor Swift

Present: Councilmembers Gunaga, O'Neil, Pray, Robbins, Webb, Workman

Also Present: Various Department Heads, Attorney Johnson

Approved Minutes of Regular Meeting of April 21, 2025, by unanimous vote.

Opened Public Hearing by Mayor Swift at 7:02 p.m.

Comments were received by 1 resident.

Closed the Public Hearing at 7:05 p.m. by unanimous vote.

Approved Consent Agenda as follows by unanimous vote:

- Ratify Emergency Repairs of the Drainage System for the Memorial Park Splash Pad for a Total Cost of \$16,135 – City Manager.
- Approve Grant from the MCOLES Public Safety Academy Assistance Program to Reimburse Police Academy Tuition Costs – Police Department.

Adopted Resolution No. 25-12, Approving Special Assessment Roll and Authorizing Special Assessment Levy of 2 Mills for Police Protection/Public Safety Services, by unanimous vote.

Approved the authorization of preparation of design plans and specification and solicitation of bids for the Koester Avenue, Dundee and Ray Streets water mains replacement projects and authorize projects construction engineering including inspection, testing, stake-out, as-built and contract administration by Charles E. Raines Co., in the amount not to exceed \$460,508.80, by unanimous vote.

Approved the authorization of preparation of design plans and specifications and the solicitation of bids for the city's large diameter sewers and critical sewers lining project and authorize projects construction engineering including inspection, testing, review of closed-circuit TV (before and after) files and contract administrator and contract administration by Charles E. Raines Co. in the amount not to exceed \$342,857.14, by unanimous vote.

Approved the authorization of preparation of design plans and specifications and the solicitation of bids for the Longsdorf pump station rehabilitation and authorize projects construction engineering including inspection, testing, as-built and contract administration by Charles E. Raines Co., in the amount not to exceed \$320,000.00, by unanimous vote.

Approved, to call a Public Hearing for the purpose of considering the proposed 2025/26 annual operating budget, supporting tax rates, and 5-year Capital Improvement Plan for the City of Riverview on May 19, 2025, by unanimous vote.

Adjourned Meeting at 7:17 p.m. by unanimous vote.

DETAILED MINUTES/ORDINANCES AVAILABLE AT THE OFFICE OF THE CITY CLERK.

Andrew M. Swift,
Shane Anne Harrison, City Clerk

City of Riverview SPECIAL EVENTS APPLICATION

DIRECTIONS:

Type this application in accordance with the City of Riverview Special Events Policy, and return it to the Recreation Office at least 30 days prior to the starting date of the event.

Sponsoring
Organization's

Legal Name Gabriel Richard Catholic High School Phone 1-734-284-1875

Organization's Address 15325 Pennsylvania Rd. Riverview, Mi 48193

Organization's Agent Kris Daeik Phone 1-248-885-1875

Agent's Title Athletic Director

Agent's Address 15325 Pennsylvania Rd., Riverview, Mi 48193

Event Name State Championship Sign for City Entrance

Event Purpose To Display our State Championships won in Riverview

1975 Softball, 1992 Softball, 1993 Soccer, 2013 Bowling, 2018 Baseball,
2022 Baseball, 2025 Basketball (see printed example)

Event Dates _____

Location

Event Times On Pennsylvania Rd. entrance into City of Riverview

Event Location _____

1. TYPE OF EVENT: Based on Policy #64-Special Events, this event is:

[] City Operated Event [] Co-sponsored Event
 [] Other Non-Profit Event [] Other Special Event

2. ANNUAL EVENT: Is this event expected to occur next year? [YES] [NO]

If Yes, you can request a date for next year with this application (see page 5 of Policy #64-Special Events for further instructions). To request dates for next year, please provide the following information:

Normal Event Schedule
(e.g., third weekend in July): _____

Next year's specific dates: _____

3. **AN EVENT MAP** **attached.** If your event will use streets and/or sidewalks (for a parade, run, etc.), or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also show any streets or parking lots that you are requesting to be blocked off.
4. **VENDORS:** Food Concession? Other Vendors? Alcoholic Beverages?

If Yes, refer to page 4 of Policy #64-Special Events for license and insurance requirements.

5. **EVENT SIGNS:** Will this event include the use of signs?

If Yes, refer to page 2 of Policy #64-Special Events for requirements, and describe the size and location of your proposed signs:

To be placed on Pennsylvania Rd. at City entrance into Riverview

Sign to list: Gabriel Ricard Catholic School State Championships

~~1975 Softball, 1992 Softball, 1993 Soccer, 2013 Bowling, 2018 Baseball,
2022 Baseball, 2025 Basketball (see printed example)~~

6. **PARKING REQUESTS:** See page 2 of Policy #64-Special Events.

List the lots or locations where parking is requested:

7. **OTHER REQUESTS:** _____

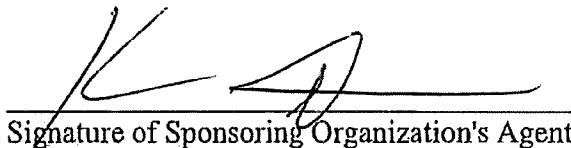
8. **CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that

- a. A Certificate of Insurance must be provided which names the City of Riverview as an additional named insured party on the policy. (See page 3 of Policy #64-Special Events for insurance requirements)
- b. Event sponsors and participants will be required to sign Indemnification Agreement forms. (See attached).
- c. All food vendors must be approved by the Wayne County Health Department, and each food and/or other vendor must provide the City with a Certificate of Insurance which names the City of Riverview as an additional named insured party on the policy. (See page 4 of Policy #64-Special Events)
- d. All necessary permits and insurance requirements must be obtained regarding potential disbursement and consumption of alcoholic beverages.
- e. The approval of this special event may include additional requirements and/or limitations, based on the City's review of this application, in accordance with the City's Special Events Policy. The event will be operated in conformance with the Written Confirmation of Approval.
- f. The sponsoring organization will provide a security for estimated fees as may be required by the City, and will promptly pay any billing for City services which may be rendered.
- g. All special events must receive required approvals before any events activities are conducted.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this special event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Events Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinances and other laws which apply to this special event.

05/07/2025

Date



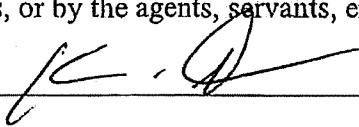
Signature of Sponsoring Organization's Agent

Return this application at least thirty (30) days prior to the first day of the event to:

Riverview Recreation Department
14100 Civic Park Drive
Riverview, MI 48192
Phone: (734) 281-4219

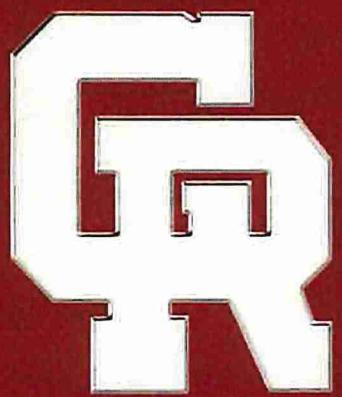
INDEMNIFICATION AGREEMENT

The Gabriel Richard Catholic School agree(s) to defend, indemnify, and hold harmless the City of Riverview, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the State Championship Sign by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Riverview or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date 5-7-2025

Witness _____ Date _____

Home of
Gabriel Richard Catholic High School
STATE CHAMPIONS



Boys Basketball: 2025
Baseball: 2022, 2018
Boys Bowling: 2013
Boys Soccer: 1993
Softball: 1992, 1975

Home of
Gabriel Richard Catholic High School
STATE CHAMPIONS



2025 Boys Basketball
2022 Baseball
2018 Baseball
2013 Boys Bowling
1993 Boys Soccer
1992 Softball
1975 Softball



**CITY OF RIVERVIEW
BID #2558-Park Equipment
BID TABULATION
April 10, 2025 / 2:00 PM**

Memo

To: Ann Darzniek, Finance Director
Carey Coffee, Purchasing

From: Todd Dickman, Recreation Director

Date: April 30, 2025

Re: Bid 2558 – Park Equipment

The Recreation Department is recommending the acceptance of R.J. Thomas Manufacturing Company, Inc as the low bidder meeting specifications at \$28,227.55. Monies for the equipment are budgeted in the Park Improvements/Equipment 101-751-972.010 under the Recreation Department.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

Steven D. Mann
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May 13, 2025

Via email only

Ms. Ann Darzniek
Finance Director
City of Riverview
14100 Civic Park Drive
Riverview, MI 48193

Re: Bond Counsel Engagement Regarding 2025 Water and Sewer Revenue Bonds

Dear Ann:

We appreciate the opportunity to again serve the City of Riverview (the “City”) as bond counsel in connection with the proposed issuance of bonds to finance water and sewer system improvements (the “Bonds”). We value highly our relationship with the City and you may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel, our conflict of interest policy, and the nature of our compensation.

Bond Counsel’s Role

The role of bond counsel was created a century ago in response to requests from prospective purchasers of municipal bonds for an independent opinion about the legality and validity of bonds issued by local governments. Over the years, bond counsel’s role has expanded to include advising issuers on the means available to finance public improvements and passing upon the tax status of interest paid to bondholders, to cite two examples. These days bond counsel prepares most of the documentation related to a bond financing and leads the bond issuer through the process of issuing bonds.

In performing our services as bond counsel, our client is the City and we will represent its interests. Our representation of the City, however, does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Ann Darzniek

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May 13, 2025

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Consult with City Officials and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power, and consult with City officials in the design of the bonding program and timing schedules.

2. Prepare all of the necessary resolutions, notices, agreements, and other documents necessary to authorize, issue and deliver the bonds. We would assist you or your financial advisor in preparing applications to the Michigan Department of Treasury, if necessary, for approval to issue the bonds.

3. Examine the tax issues related to the bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.

4. Review and pass on the legal accuracy of certain information regarding the bonds and the exclusion of interest on the bonds from gross income for taxation purposes and other legal matters relating to the bonds contained in the official statement, offering circular, or request for proposals respecting the bonds.

5. Prepare the official Notice of Sale (if any) respecting the bonds and the bond form for printing definitive bonds for delivery to the purchaser. We will also participate in the sale and delivery of the bonds to the purchaser in order to handle legal matters that may arise at those times.

6. Render the approving opinion as to validity and enforceability of the bonds and their authorizing documents and as to the treatment of the interest on the bonds under federal and state income taxation.

We are not being retained and our acceptance of this engagement is not an undertaking to provide the City or any other person or entity with any advice or guidance relating to the Corporate Transparency Act (CTA) or their obligations thereunder, to prepare, review, submit, or update any document under the CTA, or to prepare or file any entity formation or registration documents on behalf of the City or any other person or entity.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters. We understand that the City intends to engage Bendzinski & Co., Municipal Finance Advisors, as its registered municipal advisor.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Ann Darzniek

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May 13, 2025

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the City. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as bond counsel for the above issue. Moreover, before we would represent a client adverse to the City in any area not involving the bond issue, we would advise the City before undertaking such representation.

Bond Counsel Fee

Bond counsel fees and expenses will be paid from bond proceeds. Once the timing, structure and amount of the project is firmly identified, we will be able to give you a firm quote for our fees as bond counsel as described above and an estimate of our fees for any additional services. As you are aware, our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Ann Darzniek

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May 13, 2025

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: *Steven D. Mann*
Steven D. Mann

43795961.1/088888.05173



May 14, 2025

Ms. Ann M. Darzniek, CPA, Finance Director
City of Riverview
14100 Civic Park Drive
Riverview, Michigan 48193

RE: City of Riverview, County of Wayne, State of Michigan, Water and Sewer Revenue Bonds

Dear Ms. Darzniek,

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor for the issuance of the above-mentioned bond issue. This letter will confirm the terms of our engagement:

- Act on behalf of the City of Riverview, (the "Issuer") with a fiduciary duty, as well as dealing fairly with all persons in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- Phase I
 - Prepare complete financial information in cooperation with officials and engineers in order to arrive at the amount of the issue to be sold;
 - Development of cash flow analysis and revenue sources to meet the principal and interest obligations on the proposed bonds;
 - With input from the Issuer, determine whether a private placement, competitive or a negotiated sale is the most beneficial to the issuance of the bonds depending on the selected bond issue type and current market conditions, and then develop a plan of finance;
- Phase II
 - Prepare a time schedule, illustrating the steps necessary to issue the bonds;
 - If necessary, prepare with officials, the forms required by the Municipal Finance Division of the Michigan Department of Treasury;
 - Prepare bond specifications for bond counsel including interest rate limitations, redemption provisions, bidding, and good faith details;
 - Assist with the selection of registrar/transfer/paying agent, if requested;
 - Assist the Issuer with the selection of an underwriter or placement agent, if requested;
 - Based on information provided by the Issuer and other parties, prepare preliminary and final official statement or other disclosure documents. Except as specifically provided herein, Bendzinski & Co. is not responsible for preparing any preliminary or final disclosure document, or for certifying as to the accuracy or completeness of any preliminary or final disclosure document, other than with respect to any information

Ms. Ann Darzniek
City of Riverview
5/14/2025

about Bendzinski & Co. provided by Bendzinski & Co. for inclusion in such documents;

- If the Bonds are to be rated, advising and assisting with the selection of rating agencies. Preparation of materials to be provided to ratings agencies and in developing strategies with officials for meetings with ratings agencies;
- A representative of Bendzinski & Co. shall review the bids for compliance with the terms set forth by the Issuer;
- After the bids are received, Bendzinski & Co. will calculate and verify the True Interest Cost on the bids submitted.
- Prepare an easy to read comparison of all the bids received;
- Prepare final closing memo, pricing numbers including the final debt service schedule, pricing summary, and sources and uses of funds based on lowest bid; and
- Usual and customary Registered Municipal Advisor services as may be requested by the Issuer.

Bendzinski & Co. proposes a fee of \$43,500.00. This fee includes all out-of-pocket expenses, meeting attendance, mileage, etc. This fee is payable upon closing of the bonds.

We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

The Municipal Advisory Council of Michigan (the “MAC”) assesses Bendzinski & Co., a \$450.00 fee for every bond issue where we act as municipal advisor in the State of Michigan. This fee will be included in the overall bond costs of issuance. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for Issuer’s debt statements, overlapping debt and indirect debt, as used to determine suitability and as disclosed in official statements, (if applicable). The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated or private placements and bond calls. The MAC does not do any lobbying. Robert J. Bendzinski, currently serves on the MAC Board of Directors.

Ms. Ann Darznick
City of Riverview
5/14/2025

Bendzinski & Co. is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer’s evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Copies of Bendzinski & Co.’s filings with the SEC can currently be found by accessing the SEC’s EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

**BENDZINSKI & CO.
Municipal Finance Advisors**



Robert J. Bendzinski, CIPMA
Registered Municipal Advisor

Accepted: _____, 2025

CITY OF RIVERVIEW, STATE OF MICHIGAN

Signature: _____

Printed Name: _____

Ms. Ann Darzniek
City of Riverview
5/14/2025

Title: _____

Memorandum

To: Jeff Dobek, City Manager
Dave Scurto, Community Development

From: Mark A. Kibby

Date: May 13, 2025

Re: PY 2024 Community Development Block Grant (CDBG) Program

The City of Riverview has received the PY 2024 Subrecipient Agreement for Community Development Block Grant (CDBG) from the Wayne County Community Development Department. There are several areas for Mayor Swift to sign, as well as a request for certain insurance documents to be submitted back to Wayne County. The request for reimbursement of the \$20,000.00 of 2024 CDBG funds, which have been earmarked Senior Citizen Services, cannot be started until this contract is executed by Wayne County.

It is my recommendation that the City Council grant authorization to have Mayor Swift sign the PY 2024 Subrecipient Contract for Community Development Block Grant (CDBG) and Certifications on behalf of the City of Riverview.

Thank you for your consideration on this matter.

SUBRECIPIENT AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND
THE CITY OF RIVERVIEW

Term July 1, 2024, through June 30, 2026

**Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants**

THIS SUBRECIPIENT AGREEMENT (“the “Agreement”) is made effective as of the 1st day of July, 2024, by and between the Charter County of Wayne, acting through the Community Development Department a Division of the Economic Development Department whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the **City of Riverview (“subrecipient”), whose address is 14100 Civic Park Drive, Riverview, Michigan 48193.**

Mutual Understandings

- A.** Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“**HUD**”) to be the recipient of Community Development Block Grant (“**CDBG**”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the “**Act**”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B.** The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2024 starting July 1, 2024 (“Program Year”).
- C.** The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D.** Both the Subrecipient and the Recipient (“**Parties**”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E.** The Work to be performed under this Agreement must be completed within twenty-four (24) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F.** The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G.** The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01 **“Agreement”** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02 **“CDBG”** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **“CDBG Funds”** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$,20,000 (Twenty Thousand Dollars).**
- 1.04. **“City”** means the following:
 - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **“Closing or Closing Date”** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **“Contractor”** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **“Counsel”** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **“LMA”** shall mean low- and moderate-income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **” LMI”** shall mean low and moderate income.
- 1.10. **“LMH”** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **“LMC”** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **“LMJ”** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **“Program Income”** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **“Program Manager”** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **“Recipient”** or **“County”** shall mean the County of Wayne, Michigan.
- 1.16. **“Records”** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **“Regulations”** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **“Rehabilitation”** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

1.19. “**Subrecipient**” shall mean the **City of Riverview** a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development

Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement, the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG under this Agreement:

Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State

in which it is located) in the 12 calendar months before the submission of the action plan;

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low- and moderate-income people

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
 - 1) Area is primarily residential, and activity meets LMI needs.
 - 2) Income levels are documented by Census or an approved substitute.
 - 3) Exceptions apply under special circumstances.
- b. (LMC) Limited Clientele -- activity benefits a limited number of people who are at least 51% (LMI) Low and Moderate Income:
 - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
 - 2) Assistance is for LMI persons owning or developing microenterprises.
 - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
 - 1) At least 51% of units must be occupied by LMI.
 - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
 - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. Aids in the prevention or elimination of slums or blight

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

- a. The delineated area in which the activity occurs must meet the definition of a slum, blighted, deteriorated or deteriorating area under state or local law.

b. The area must also meet either one of the two conditions specified below:

- 1) At least 25 percent of the properties throughout the area exhibit the following:
 - i. Physical deterioration of buildings/improvements.
 - ii. Abandonment of properties.
 - iii. Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings.
 - iv. Significant declines in property values or abnormally low property values relative to other areas in the community; or
 - v. Known or suspected environmental contamination. •
- 2) Public improvements throughout the area are in a general state of deterioration. |

c. Documentation must be maintained by the State on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications

3. Meets a need having a particular urgency (referred to as urgent need).

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The term of this Agreement is July 1, 2024, to June 30, 2026. The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A (“Work”) and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG

Funds. Any Work shall be completed on or before twenty-four (24) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each CDBG activity shall be in sufficient detail as to provide a sound basis for the Recipient to effectively monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this

Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient or its contractors on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to the Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by the Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure, or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within

30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, **24 CFR 85.36, and 2 CFR 200.320**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **\$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases

procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

1. Scope of services to be provided, consistent with this Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
 - a. Equal opportunity
 - b. Nondiscrimination
 - c. Labor standards
 - d. Anti-lobbying
 - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing by County and Subrecipient.
11. Provision requiring Contractor to abide by the covenants of this Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5

Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrate that each activity undertaken meets one of the National Objectives of the CDBG program.
- C. Records required to determine the eligibility of activities.
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a Contractor, consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports

include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient via its authorized director of CDBG Programs if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may only use such Program Income during the Agreement period and only for activities permitted under this Agreement and shall reduce requests for additional CDBG Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by such funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan

guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all its subrecipients as of the last day of the Recipient's Program Year.

Section 7

Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth and authorized under this Agreement. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance with Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will ensure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated participates in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program based on race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person based on race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in **Appendix D**.
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance with State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics in Public Contracting Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the eligible and authorized services rendered prior to notice of termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted

from any monies due, or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.
- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated.
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated.
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

H. Secure any Work to prevent any damage or waste.

9.04 Records Upon Termination

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Upon Termination

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party. **Section 10**

Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with CDBG Funds is sold, the proceeds shall be Program Income (prorated to reflect the extent that CDBG Funds were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12
Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing, consistent with the Consolidated Plan and Annual plan of the County on file with HUD, and shall only need the approval of the Director of Community Development of Wayne County, or his/her designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13
Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that its employees, Contractors, or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees, Contractors and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for requiring the same insurance of its contractors. Any shortfalls in insurance for contractors, specific to services related to this Agreement, will be the responsibility of the Subrecipient. If the Subrecipient maintains insurance through the Michigan Municipal Risk Association or the Michigan Municipal League the County will accept such insurance if it substantively meets the coverage requirements below, as determined by the County Risk Management Division:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than \$3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(s) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

14.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in

the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

14.03 Primary Coverage. For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

14.04 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

14.05 Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of endorsement subrogation from the insurer.

14.06 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

14.07 All insurance must be affected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the required coverage shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A: VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

14.08 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Contract work.

14.09 Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

14.10 Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.

14.11 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.12 The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Contractor, without the written consent of the Recipient prior to the execution of such an agreement. Such approval shall not constitute a basis for privity between the Recipient and the Contractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these “Section

3" requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

d. Selection Process

The Subrecipient shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16

Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict-of-Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract,

subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient

City of Riverview
14100 Civic Park Drive
Riverview, MI 48193
Dave Scurto
dscurto@cityofriverview.com

If to the Recipient:

The Charter County of Wayne
Community Development Division
28th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831
Attention: Director of Community Development

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

17.04 Point of Contact

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work (“Point of Contact”). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be

sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20

CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21

Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities

being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premises outdoor advertising.

21.03 Effectiveness

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

[SIGNATURES ON NEXT PAGE]

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the dates below.

SUBRECIPIENT:

By: _____

Andrew Swift, Mayor

Date:

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans
Wayne County Executive

Date:

APPENDIX A

CDBG PROJECTS

| Grantee | PY 2024 Grant Amount | Activity | Amount | Activity Matrix No. | National Objective | Limited Clientele | Census Tract | Benefit | Performance Measure | Contract No. |
|----------------------|----------------------------|--------------------|----------|---------------------------|-----------------------|----------------------|-----------------|------------------|-------------------------------|-----------------|
| City of Riverview | | Senior Services | \$20,000 | 05A | LMC | Elderly | N/A | 3,726 Persons | Enhance Suitable Living | 24/26/05A |
| | | | | | | | | | | |
| | | | | | | | | | | |

*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT**COMMUNITY/ENTITY:****GRANT YEAR:****QUARTER:****July 1, 2024 to June 30, 2026****COMPLETE HIGHLIGHTED
SPACES ONLY****Q1 Jul-Sep Q2 Oct-Dec Q3 Jan-Mar Q4 Apr-Jun TOTALS****Beg Bal****\$ -
(June 30th
only)****INCOME SOURCES****Total Income Sources****EXPENDITURES - Stipulate Contract No. and Activity Name****Planning Expenditures Summary Only - Attach Detail Listing****Administrative Expenditures Summary Only - Attach Detail Listing****Public Service Expenditures Summary Only - Attach Detail Listing****Non-Cap Expenditures Summary - Attach Detail Listing****TOTAL EXPENDITURES**

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C
CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace.
 - (b) The local government's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Require such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

- 1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government’s knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

Andrew Swift, Mayor - Certifying Officer

Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
2. **Overall Benefit.** To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24.

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

Andrew Swift, Mayor - Certifying Officer

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: **The City of Riverview**
Agreement: **2024 CDBG Subrecipient Agreement**
Agreement Year: **July 1, 2024, through June 30, 2026**

1. The Subrecipient certifies to the best of its knowledge and belief, that:
 - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency.
 - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and.
 - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “Grantee”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by _____
_____, on behalf of _____.

Notary Public,
Wayne County, Michigan
My Commission Expires: _____
Acting in County of _____, Michigan

EXHIBIT E
FFATA FORMS

INFORMATION REQUEST FORM

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

200.331 Checklist

COUNTY DEPARTMENT: Economic Development

FISCAL YEAR: 2024

| AWARD ID # | AMOUNT |
|-------------------|---------------|
| B-24-UC-26-003 | \$20,000 |

Please complete the following information:

Subawardee UEI: KAG8W8ALPJB8

Subawardee Name (must match name in SAM): City of Riverview

Subawardee Address: 14100 Civic Park Drive, Riverview, MI 48193

Amount of subaward (obligated amount): \$20,000.00

Subaward Obligation/Action Date: 7-1-2024 to 6-30-2026

Identification of whether the award is R&D (yes or no): No

Subaward Period of Performance Start and End Date 7-1-2024 to 6-30-2026

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN)

Leave Blank

NAICS code for contracts/CFDA program number for grants:) CDBG

Subawardee Number: B-24-UC-26-003

Location of entity (including congressional district): City of Riverview, 14100 Civic Park Drive, Riverview, MI 48193 - 6th Congressional District (Dingell)

Subawardee Principal Place of Performance (including congressional district) City of Riverview, 14100 Civic Park Drive, Riverview, MI 48193 - 6th Congressional District (Dingell)

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO: NO

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the UEI it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO: YES

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

- (1) Federal Award Identification:
 - a. Subrecipient name (which must match registered name in SAM). City of Riverview
 - b. Subrecipient's UEI number (see 2 CFR 25 Universal Identifier and System for Award Management). KAG8W8ALPJB8
 - c. Federal Award Identification Number (FAIN). 38-6007246
 - d. **Federal Award Date (see Section 200.39 Federal award date); 7-1-2024**
 - e. Subaward Period of Performance Start and End Date. 7-1-2024 to 6-30-2026
 - f. **Amount of Federal Funds Obligated by this action \$20,000.00**
 - g. Total Amount of Federal Funds Obligated to the subrecipient. \$20,000.00
 - h. **Total Amount of the Federal Award.**
 - i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA); CDBG - Public Services**
 - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official, U.S. Department of Housing and Urban Development. Wayne County - HUD
 - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement. 14.218
 - l. Identification of whether the award is R&D,
 - m. Indirect cost rate for the Federal award (including if the de minimis rate is charged per Section 200.414 Indirect (F&A) costs)

RESOLUTION NO. 25-
APPROVING THE GUIDELINES FOR
2025 POVERTY EXEMPTION

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City Council; and

WHEREAS, the principal residence of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in part from taxation under Public Act 253 of 2020 (MCL 233.7u); and

WHEREAS, the pursuant to PA 253 of 2020, the City of Riverview, Wayne County adopts the following policy for the Board of Review to implement.

1. Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.
2. Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.
3. All applications must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety, and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this applicant must be returned when the application is submitted for review.
4. Per MCL 211.7u(7), a person who files a claim for Poverty exemptions IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.
5. The poverty threshold for eligibility for a poverty exemption is the Federal income standards established by the United States Office of Management and Budget for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be less than the poverty threshold for the number of person within the household.
6. All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.
 - a. Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, from 4988, must be completed by each person that does not file taxes.

- b. The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
- c. Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
- d. The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
- e. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.

7. Maximum total allowed assets, including amounts in banking/investment accounts may not exceed the amount of the federal poverty guideline for the number of persons in the household, The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:

- a. A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
- b. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
- c. Jewelry, antiques, artwork, equipment, and other personal property of value.
- d. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
- e. Withdrawals of bank accounts and borrowed money.
- f. Gifts, loans, lump-sum inheritances, and one-time insurance payments.
- g. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- h. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
- i. The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)

8. Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.

9. Poverty exemptions shall be granted for one year only. The property owner must apply every year in order to receive an exemption.

WHEREAS, the City of Riverview Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further

resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

**RESOLUTION AUTHORIZING PUBLICATION OF A NOTICE OF INTENT
TO ISSUE REVENUE BONDS
(WATER AND SEWAGE DISPOSAL SYSTEM PROJECT)**

CITY OF RIVERVIEW
County of Wayne, State of Michigan

Minutes of a regular meeting of the City Council of the City of Riverview, County of Wayne, State of Michigan, held on the May 19, 2025, at 7:00 p.m., Eastern Daylight Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Riverview, County of Wayne, State of Michigan (the "City"), has determined that it is necessary for the public health, safety and welfare of the City to acquire, construct, furnish and equip various improvements to the City's existing Water Supply and Sewage Disposal System (the "System"), consisting generally of (i) connection of the Huntington Area Sewer System to the Downriver Waste Water System; (ii) improvements to pump stations and wetwells; (iii) rehabilitation of manholes; and (iv) replacement, installation, and rehabilitation of structural sewer lining, sewer mains and water mains; together with all necessary site improvements, appurtenances and attachments (the "Project"); and

WHEREAS, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension, and repair of public improvements such as the Project through the issuance of revenue bonds; and

WHEREAS, the issuance of bonds payable from revenues of the System under Act 94 in a total amount not to exceed Twenty Million Dollars (\$20,000,000) (the "Bonds"), for the purpose of financing all or part of the Project represents the most practical means to that end; and

WHEREAS, a notice of intent to issue revenue bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 33 of Act 94; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in a newspaper of general circulation in the City.
2. The notice of intent shall be published as a display advertisement not less than onequarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the electors of the City and users of the System, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. 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 the City 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 and constructing the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- (c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$20,000,000.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Shane Anne Harrison
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Riverview, County of Wayne, State of Michigan, at a regular meeting held on May 19, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Shane Anne Harrison
City Clerk

EXHIBIT A

**NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF RIVERVIEW
AND TO USERS OF THE CITY'S WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM
OF INTENT TO ISSUE REVENUE BONDS AND THE
RIGHT OF REFERENDUM RELATING THERETO**

PLEASE TAKE NOTICE that the City Council of the City of Riverview, County of Wayne, State of Michigan (the "City"), intends to issue and sell revenue bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in one or more series, in a total amount not to exceed Twenty Million Dollars (\$20,000,000), for the purpose of paying all or part of the cost to acquire, construct, furnish and equip various improvements to the City's existing Water Supply and Sewage Disposal System (the "System"), consisting generally of (i) connection of the Huntington Area Sewer System to the Downriver Waste Water System; (ii) improvements to pump stations and wetwells; (iii) rehabilitation of manholes; and (iv) replacement, installation, and rehabilitation of structural sewer lining, sewer mains and water mains; together with all necessary site improvements, appurtenances and attachments.

SOURCE OF PAYMENT OF REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON THE REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the City from the operations of the System. The revenues will consist of rates and charges billed to the users of the System, a schedule of which is presently on file in the office of the City Clerk. The rates and charges may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the System, to pay the principal of and interest on the bonds and to pay other obligations of the System.

BOND DETAILS

THE REVENUE BONDS will be payable in annual installments not to exceed thirty (30) in number and will bear interest at the rate or rates to be determined at public or private sale but in no event to exceed such rates as may be permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A VALID PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF A VALID PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

Shane Anne Harrison
City Clerk, City of Riverview

43815151.2/075193.00019



15653 Promenade Ave
Allen Park, MI 48101
Phone: (313) 928-9141 Fax (313) 928-0899
SavoneCement@gmail.com

February 7, 2025

City of Riverview
14100 Civic Park Drive
Riverview, MI 48193

To Whom It May Concern:

I am extremely privileged to have been contracted to service the Concrete Street Sectioning Program for the City of Riverview. I am looking forward to our ongoing business relationship for the 2025 season.

It is our pleasure to honor the same contract pricing from the 2024 season. We assure you that our excellent workmanship and integrity will remain the same. Again, we look forward to maintaining a positive business relationship.

Thank you,

Mario Savone

A handwritten signature in black ink, appearing to read "Mario Savone".

Savone Cement, Inc.

ESTIMATE



Prepared For

Riverview DPW
18550 Krause Street
Riverview , MI 48193

Savone Cement, Inc

15653 Promenade Ave
Allen Park, Michigan 48101
Phone: (313) 928-9141
Email: savonecement@gmail.com

Estimate # 170874
Date 04/14/2025

| Description | Rate | Quantity | Total |
|--|---------|----------|--------------|
| <hr/> | | | |
| Remove Pavement and Replace with Nonreinforced Concrete 10-inch, MDOT 4000 psi Modified on new 9-inch MDOT 21AA | \$93.09 | 4,286.64 | \$399,043.32 |
| <hr/> | | | |
| (Area 1) 150 x 114 = 17100 Sqft / 1900 Syd | | | |
| (Area 2) 165 x 25 = 4125 Sqft / 458.33 Syd | | | |
| (Area 3) 100 x 53 = 5300 Sqft / 589 Syd | | | |
| (Area 4) 86 x 30 = 2580 Sqft / 287 Syd | | | |
| (Area 5) 160 x 25 = 4000 Sqft / 444.44 Syd | | | |
| (Area 6) 51 x 38 = 1938 Sqft / 215.33 Syd | | | |
| (Area 7) 51 x 38 = 1938 Sqft / 215.33 Syd | | | |
| (Area 9) 20 x 15 = 300 Sqft / 33.33 Syd | | | |
| (Area 10) 20 x 15 = 300 Sqft / 33.33 | | | |
| (Area 11) 25 x 8 = 200 Sqft / 22.22 | | | |
| (Area 12) 25 x 8 = 200 Sqft / 22.22 | | | |
| (Area 13) 42 x 10 = 420 Sqft / 46.67 Syd | | | |
| (Area 14) 35 x 5 = 175 Sqft / 19.44 Syd | | | |
| <hr/> | | | |

| | | | |
|--|---------|-----|-------------|
| Remove Driveway Pavement and Replace with Nonreinforced Concrete 6-inchMDOT 4000 psi Modified on New 6-inch | \$74.90 | 679 | \$50,857.10 |
| <hr/> | | | |

90 x 65 = 5850 sqft / 650 syd
20 x 5 = 100 sqft / 11.11
20 x 5 = 100 sqft / 11.11
6 x 5 = 30 sqft / 3.33
6 x 5 = 30 sqft / 3.33

| | | | |
|---|------------|-----|------------|
| Remove Sidewalk and Replace with Concrete, 4-Inch, 4,000 PSI on New 4-Inch Sand Base | \$8.56 | 725 | \$6,206.00 |
| 45 x 5 = 225sqft Front of building Sidewalk | | | |
| 110 x 5 = 550sqft Sidewalk to employee parking lot | | | |
| | | | |
| Frost Pads at Entry Doors | \$1,500.00 | 4 | \$6,000.00 |
| (4) Frost pads 5 x 4 with 42" foundation (will discuss) | | | |
| | | | |
| Roof Drains Tied into Storm Drains | \$40.00 | 150 | \$6,000.00 |
| 6" Sch 40 roof drains trenched to the existing storm Will included cleanout on both rear drains for access | | | |
| | | | |
| Miscellaneous Structure Reconstruction | \$350.00 | 4 | \$1,400.00 |
| | | | |
| Restoration | \$2,000.00 | 1 | \$2,000.00 |
| \$2000 budgetary number for restoration for all disturbed areas / top soil / seed / Straw | | | |

| | |
|-----------------|---------------------|
| Subtotal | \$471,506.42 |
| Total | \$471,506.42 |