



Saginaw City Council Regular Meeting Agenda

Andersen Enrichment Center

[120 Ezra Rust Dr.](#)

July 13, 2026

6:30 PM

Prayer and Pledge of Allegiance

Roll Call

Announcements

Public Hearings

Public Input

(A list will be provided following submittal deadline.)

Remarks of Council

Reports From Manager

Consent Agenda

1. Approve the June 22, 2026 regular council meeting minutes.
2. Approve the Community Development Block Grant COVID-19 agreement with United Way of Saginaw County for \$288,958 for the Office of Management Budget, Community Development Block Grant Division.
3. Approve the purchase with Homeland Title Company for \$7,000 for title services for the Community Development Block Grant – Residential Loan Division.
4. Approve the amendments to the FY 2027 Approved Budget to recognize changes that have occurred during the July period.
5. Approve the purchase with Cintas Corporation for \$50,260 for FY 2027, and pending budget approval for FY 2028, for Citywide uniform rental services for all departments except Fire and Police.
6. Approve the purchase with Great Lakes Window Cleaning for \$9,360 for FY 2027, and pending budget approval, \$9,360 for FY 2028 and FY 2029 for annual window cleaning services at various City facilities.
7. Approve the purchase with Priority Waste LLC for an amount not to exceed \$11,868 for FY 2027 and not to exceed \$12,225 for FY 2028, pending budget approval, for Citywide trash pick-up services for all departments.
8. Approve the blanket purchase order with Alta Equipment Company for \$5,000 for services for the Public Services Department, Motor Pool Division.

9. Ratification of a purchase with Wieland Truck Center for \$8,291 for a replacement EGR part for a 2015 7400 International Swap Loader for the Public Services Department, Streets Division.
10. Approve the purchase with GFL Environmental for \$39,000 for FY 2027; and pending budget approval, \$40,380 for FY 2028 for catch basin and sewer debris hauling for the Public Service Department, Maintenance and Service Division.
11. Approve the purchase with Smyrna Ready Mix DBA SRM Concrete for an annual amount not to exceed \$500,000 for FY 2027 and not to exceed \$500,000 for FY 2028, pending budget approval, for ready mix concrete for the Public Services Department, Maintenance and Service Division.
12. Approve the Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act Unilateral Application and Permit with McLeodUSA Telecommunications Services, LLC for the Public Services Department, Right of Way Division.
13. Approve of the Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act Unilateral Application and Permit with Windstream Norlight, LLC for the Public Services Department, Right of Way Division.
14. Approve the blanket purchase orders to specified vendors for a total amount of \$282,300 for various parts and supplies for the Water and Wastewater Treatment Services Department, Wastewater Treatment and Pumping and Remote Facilities Divisions for FY 2027.

Board/Commission/Committee Reports

Appointment of Board/Commission/Committee Members

1. Approve the appointment of Heidi Wiggins to the Saginaw Economic Development Commission with a term to expire June 30, 2029.
2. Approve the appointment of Gary Dawkins to the Zoning Board of Appeals with a term to expire June 30, 2029.
3. Approve the appointment of Scott Rittenberry to the Saginaw Arts & Enrichment Commission with a term to expire June 30, 2029.

Ordinance Introduction

Ordinance Adoption

Resolutions

1. Authorize Sponsors of Various Community Events the Use of Amplifying Equipment.
2. Authorize the sale and consumption of alcoholic beverages during specified community events.

Unfinished Business

Miscellaneous Business

Adjournment

Timothy Morales
City Manager



Accessibility Notice:

If you require accommodations to attend or participate in this meeting due to a disability, please contact the [City Clerk's Office](#) at [\(989\) 759-1480 ext. 6](tel:9897591480) or visit in person at:

[Saginaw City Hall](#)
[1315 S. Washington Ave.](#)
[Saginaw, MI 48601](#)

Advance notice is appreciated to allow time to make arrangements.



To view tonight's presentations, scan the QR code or follow the link below.
saginaw-mi.com/presentations

A Regular Meeting of the Council of the City of Saginaw, Michigan, was held Monday, June 22, 2026, at 6:30 p.m. at the Andersen Enrichment Center, 120 Ezra Rust Drive, Saginaw, Michigan.

Prayer and Pledge of Allegiance

Mayor Pro Tem Garcia offered a prayer and Mayor Moore led the pledge of allegiance of the United States of America.

Roll Call

Mayor Moore called the meeting to order. Council Members present: Tobias Young, Jacinta Seals, Michael Balls, Priscilla Garcia, Bill Ostash, Eric Braddock Sr., Heidi Wiggins, Carly Hammond, Brenda Moore: 9. Council Members absent:0.

Announcements

City Clerk Kristine Bolzman announced the following:

- City offices will be closed Friday, July 3 in observance of Independence Day.
- July 21 at 4:00 p.m. is the deadline to file for City Council candidacy. There will be one 2-year term and four 4-year terms on the November 3 ballot. Petition packets are available in the City Clerk's Office.

Council Member Ostash read a proclamation recognizing the 250th Anniversary of America's Independence.

Public Input

Members of the public that addressed the Council: Jeff Bulls, Katoya Richmond, Tonica Murphy, Denita Dorsey, Debbie Melkonian, Thomas Roy, Diane Keenan.

Council Remarks

Remarks were heard from the following Council Members: Seals, Balls, Ostash, Braddock, Wiggins, Hammond, Young, Garcia, and Mayor Moore.

Reports from Manager

City Manager Tim Morales reported updates regarding various projects.

Mayor Moore left the meeting at 7:35 p.m.

Manager Morales introduced Chico Ramos. Mr. Ramos presented an update on Friends of Hoyt Park programming.

Manager Morales introduced Michele Eaton, Consumers Energy Principal External Engagement Manager. Ms. Eaton introduced Kyle McCree, Consumers Energy Director of Community Affairs for the East Region and Saginaw County. Ms. Eaton and Mr. McCree provided an Energy 101 update.

Council Member Balls left the meeting at 7:57 p.m. and returned at 7:59 p.m.

Consent Agenda:

Moved by Council Member Seals, seconded by Council Member Young to approve the consent agenda, allowing room for exceptions. Exceptions were made to items 6,7, 29, and 32. 8 ayes, 0 nays, 1 absent. Motion approved.

1. Approve the June 8, 2026, council meeting minutes.
2. Approve Petition 26-8 from Saginaw Art Initiative to erect a banner at Court Street from August 2 through August 10, 2026, to promote the Saginaw Art Fair.
3. Approve Petition 26-9 from Wolverine Fireworks Display, Inc. to display fireworks on Ojibway Island on July 4, 2026 at dusk.
4. Approve the insurance proposals with Saginaw Bay Underwriters under METIS (Obsidian Specialty Ins Co), Palomar Specialty Insurance Company, Houston Casualty Company, and Westchester Fire Insurance Company for a total of \$923,924.88 for the FY 2026-2027 period. I, and/or my designee shall be authorized to execute any and all necessary insurance documents under the plans as necessary throughout the policy term, including, but not limited to, removing and/or adding automobiles as the City acquires and/or disposes of same.
5. Approve the purchase with Applied Capital for \$8,628 in annual payments, for a total amount of \$43,140, for five multi-function copiers for various departments,
6. Approve the purchase with Advanced Business Communications for \$31,229 for the purchase and installation of emergency call boxes within the Ojibway Island park boundaries.
7. Approve the amendments to the FY 2026 Approved Budget to recognize changes that have occurred during the June period.
8. Approve the professional services agreement with Dickinson Wright, PLLC for \$8,500 to act as bond counsel for the City in connection with the 2026 Installment Contract for the purchase of a Fire Truck.
9. Approve the purchase with Sutphen Corporation for \$1,514,171 for a SL75 Fire Apparatus for the Fire Department.
10. Approve the annual purchase with Environmental Testing and Consulting for an amount not to exceed \$10,000 for FY 2027 for lead inspection risk assessment services for the Community Services Division Rehabilitation Programs.
11. Ratification of a purchase with G.W. Heating & Air Conditioning Co., Inc. for \$11,424 for the replacement of a commercial rooftop air conditioning unit at the Andersen Enrichment Center for the Public Service Department, Facilities Division.

12. Approve the purchase with Hamilton's Propane for an amount not to exceed \$9,250 for the city-wide annual propane fuel delivery service.
13. Approve the purchase with Summit Fire Protection for an amount not to exceed \$8,609 for approximately 110 city-wide fire extinguishers and service for all departments.
14. Approve the purchase with Hoffman's Power Equipment, Inc. for \$11,850 for a Billy Goat 35HP Leaf Blower for the Public Services Department, Cemeteries Division.
15. Approve the blanket purchase orders with specified vendors not to exceed \$30,000 for a variety of fluids for the Public Service Department, Motor Pool Division for FY 2027.
16. Approve the purchases with Valk Manufacturing, Co., Truck and Trailer Specialties, and Winter Equipment, Co. for a total amount of \$103,694 for various snowplow blades, and guards for the Public Services Department, Motor Pool Operations Division.
17. Approve the purchase with First Class Tire Shredders for \$6,800 for tire recycling services for the Public Services Department, Streets Division for FY 2027.
18. Approve the blanket purchase orders with United Rotary Brush Corp and MTECH Company for an amount not to exceed \$43,000 for FY 2027; and pending budget approval, for an amount not to exceed \$44,000 in FY 2028, for various sweeper brooms for inventory for the Public Service Department, Motor Pool Division.
19. Approve the blanket purchase orders with specified vendors for a total of \$10,000 for preventative maintenance services for the Public Services Department, Maintenance and Service Division for FY 2027.
20. Approve the blanket purchase orders with specified vendors for a total of \$24,000 for restoration supplies for the Public Services Department, Maintenance and Service Division for FY 2027.
21. Approve the purchase with Champagne & Marx Excavating Inc. for \$38,120 for 6AA stone for the Public Services Department, Maintenance and Service Division for FY 2027.
22. Approve the purchase with D.H.T. Transport LLC. for \$375,000 for Class II yellow backfill sand for the Public Services Department, Maintenance and Service Division for FY 2027.
23. Approve the purchase with Champagne & Marx Excavating, Inc. for \$9,570 for mason sand for the Public Services Department, Maintenance and Service Division for FY 2027.

24. Approve the purchase with Champagne & Marx Excavating Inc. for \$134,000 for 22A stonecrete for the Public Services Department, Maintenance and Service Division for FY 2027.
25. Approve the blanket purchase to specified vendors for a total amount of \$15,000 for sewer jet/hydro excavation supplies for the Public Services Department, Maintenance and Service Division for FY 2027.
26. Approve the purchase with Standard Electric Company, a sole source, for \$25,518 for Whatley Street light base covers for the Public Services Department, Traffic Engineering Division.
27. Approve the proposal from Fishbeck, for \$246,500 for construction engineering and administration for the N. Mason Watermain & Dead-end Looping project for the Public Services Department, Engineering Division.
28. Approve the contract with C&M Asset Holdings LLC DBA Champagne & Marx Excavating for \$1,553,583.25 for the Lee Street Rehab - S Niagara to Rust-Boat Launch & Hoyt Park Upper Drive Mill & Resurface (C-1727) Project for the Public Services Department, Engineering Division.
29. Approve the purchase with Fisher Contracting Co. for \$144,468 for the Ojibway Island North Trail Extension for the Public Services Department, Engineering Division.
30. Approve the purchase with Waste Management of Michigan for \$66,980 for FY 2027 and \$70,148 for FY 2028, pending budget approval, for the hauling and disposal of grit and screenings for the Water and Wastewater Services Department, Treatment and Pumping Division.
31. Approve the purchase with Walker Process Equipment, a sole source, for \$125,255 for replacement gears for the Walker sludge collection system for the Water and Wastewater Treatment Services Department, Water Treatment Division.
32. Approve the purchase with Xylem Vue, Inc. for \$599,000 for FY 2027, and pending budget approval; \$47,000 for FY 2028, and \$48,400 for FY 2029, for professional services for the Water and Wastewater Treatment Services Department, Water Treatment Plant.
33. Approve the purchase with PVS Nolwood Chemicals, Inc. for \$96,900 for 95 tons of Hydrofluorosilicic Acid for FY 2027 for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Moved by Council Member Hammond to postpone consent agenda item 6. No second was offered.

Moved by Council Member Wiggins, seconded by Council Member Ostash to approve consent agenda item 6.

Mayor Pro Tem Garcia asked Clerk Bolzman to conduct a roll call vote.

Ayes: Young, Seals, Balls, Garcia, Ostash, Braddock, Wiggins

Nays: Hammond

Absent: Moore

Motion approved.

Moved by Council Member Hammond, seconded by Council Member Balls to approve consent agenda item 7. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Hammond, seconded by Council Member Seals to approve consent agenda item 29.

Moved by Council Member Young, seconded by Council Member Balls to call the question on consent agenda item 29. 8 ayes, 0 nays, 1 absent. Motion approved.

Mayor Pro Tem Garcia conducted the vote on the motion to approve consent agenda item 29. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Hammond, seconded by Council Member Wiggins to approve consent agenda item 32. 8 ayes, 0 nays, 1 absent. Motion approved.

Board/Commission/Committee Reports

Council Member Seals reported learning at the Riverfront Development Commission meeting that the Rotary Club has secured funds and will begin revitalizing Crayola Park.

Council Member Young reported that he suggested adding kayak launches in Lake Linton at the Riverfront Development Commission meeting.

Appointment of Board/Commission/Committee Members

Moved by Council Member Seals, seconded by Council Member Wiggins to approve the following:

1. Approve the reappointment of James Graham to the Saginaw Economic Development Corporation with a term to expire June 30, 2029.
2. Approve the reappointment of Misty Moriarty to the Saginaw Economic Development Corporation with a term to expire June 30, 2029.
3. Approve the reappointment of Larry Hughes to the Saginaw Economic Development Corporation with a term to expire June 30, 2029.
4. Approve the appointment of Tobias Young to the Planning Commission with a term to expire when Council term is complete.

8 ayes, 0 nays, 1 absent. Motion approved.

Resolutions

Moved by Council Member Seals, seconded by Council Member Young to adopt a resolution authorizing an installment purchase contract for equipment. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Balls, seconded by Council Member Seals to adopt a resolution objecting to the transfer of tax reverted properties. 8 ayes, 0 nays, 1 absent. Motion approved.

Miscellaneous Business

Moved by Council Member Ostash, seconded by Council Member Young to uphold the City's amended response to Abdibasid Abukar's FOIA request. 8 ayes, 0 nays, 1 absent. Motion approved.

Moved by Council Member Ostash, seconded by Council Member Young to introduce the drafted nuisance gathering ordinance at the July 27, 2026, Council meeting. 8 ayes, 0 nays, 1 absent. Motion approved.

Adjournment

Moved by Council Member Seals, seconded by Council Member Wiggins to adjourn the meeting at 9:25 p.m. 8 ayes, 0 nays, 1 absent. Motion approved.

Submitted by,

Kristine Bolzman, MiPMC/CMC
City Clerk

Council Communication

Item Number: 2.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: Community Development Block Grant Covid-19 Agreement
Prepared By: Kanah Franklin, Deputy Director of Community Services

Manager's Recommendation:

Approve the Community Development Block Grant COVID-19 agreement with United Way of Saginaw County for \$288,958 for the Office of Management Budget, Community Development Block Grant Division.

Justification:

The City of Saginaw received a Community Development Block Grant COVID-19 grant from the Department of Housing and Urban Development (HUD) under the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) to prevent, prepare for, and respond to the COVID-19 crisis. This agreement and subsequent subrecipient agreements were approved by City Council on July 27, 2020, September 14, 2020, and February 22, 2021.

According to our HUD field office, the remaining funds can be used for education programs targeted to students from low- and moderate-income families who may have fallen behind in their education as a result of the pandemic due to absenteeism, inadequate internet access, or a lack of other support for remote learning.

The United Way of Saginaw County actively serves as a key partner with the City's CDBG Division, helping administer grants and operating community resources. United Way has the capacity to ensure all program guidelines are met, and funds are properly expended by the completion date of August 21, 2026.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204. Funds will be budgeted in the Community Development Block Grant Fund, COVID Subgrantee Division Subgrantees Account No. 275-694.04-965.001.

I have approved the Agreement as to substance, and the City's CDBG Attorney approves as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. UNITED WAY 2026 AGREEMENT

**CDBG CARES ACT CDBG-CV 3 PREVENT, PREPARE AND RESPOND
TO COVID-19 SUBGRANTEE FUNDING AGREEMENT
CFDA NUMBER: 14.218**

THIS AGREEMENT, entered into this 13th day of July, 2026 by and between the City of Saginaw, a Michigan municipal corporation, in the County of Saginaw and State of Michigan, hereinafter referred to as the City and the United Way of Saginaw County, in the County of Saginaw and the State of Michigan, hereinafter referred to as the Subgrantee, whose UEI Number is MPW7BAHR5KW7.

WITNESSETH, THAT:

WHEREAS, City Council approved an agreement between the City and the United States Department of Housing and Urban Development hereafter referred as DHUD on July 27, 2020, for the purpose of providing assistance to organizations pursuant to the Coronavirus Aid Relief and Economic Security (CARES) Act, Public Law 116-136, to prevent, prepare for and respond to the growing effects of the historic, global Coronavirus (COVID-19) pandemic; and

WHEREAS, City Council approved a second agreement between the City and DHUD on September 14, 2020 known as CDBG CARES ACT CV 2 Prevent, Prepare and Respond to COVID-19 funds for the purpose of providing assistance to organizations pursuant to the Coronavirus Aid Relief and Economic Security (CARES) Act, Public Law 116-136, to prevent, prepare for and respond to the growing effects of the historic, global Coronavirus (COVID-19) pandemic; and

WHEREAS, a third agreement between the City and DHUD was approved on February 22, 2021, regarding a third round of funding, CDBG CARES ACT CDBG-CV 3 Prevent, Prepare and Respond to COVID-19 funds to provide assistance to local organizations to prevent, prepare for and respond to the global COVID-19 pandemic;

WHEREAS, the City desires to provide assistance to the Subgrantee to prevent, prepare and respond to COVID-19 with CDBG CARES ACT CV 3 funds, so that it can continue to render certain services to the community in connection with such undertaking; and

WHEREAS, the Subgrantee understands that the funds can only be utilized to assist with preventing, preparing for and responding to conditions created by the COVID-19 pandemic, so that it can continue to provide services performed uninterrupted to the community which it serves. The Subgrantee services shall be principally extended to low and moderate income residents of the City who reside in geographic areas of the City where other community development physical programs are being carried out in a concentrated manner by the City;

WHEREAS, DHUD's third round of funding, CDBG CARES ACT CDBG-CV 3 Prevent, Prepare and Respond to COVID-19 funds to the City in the amount of \$260,964.00 to provide

assistance to local organizations to prevent, prepare for and respond to the global COVID-19 pandemic; and

WHEREAS, with these additional funds the City will provide further assistance to Subgrantee to assist with preventing, preparing for and responding to conditions created by the global COVID-19 pandemic so that it can continue to provide uninterrupted services to the community which it serves.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services

The Subgrantee shall perform the following services in a satisfactory and proper manner as determined solely by the City, which is included in the Scope of Services attached as Exhibit A.

2. Time of Performance

It is mutually agreed that the effective date of this Agreement will be the date the parties sign and complete execution of this Agreement and will be in effect until August 21, 2026. Notwithstanding any provision herein to the contrary, if funding under the Coronavirus Aid Relief and Economic Security (CARES) Act, Public Law 116-136, including any subsequent amendments and/or the Housing and Community Development Act of 1974, as amended, becomes unavailable for any reason or if HUD determines the activity is ineligible and cannot be used for any reason for activities described herein prior to the expiration date of this Agreement, it is hereby agreed that this Agreement shall immediately terminate upon the date that funding becomes unavailable or if the activity becomes ineligible for said funding.

3. Data and Service to be Furnished to the Subgrantee

In the event the services to be performed are dependent upon the Grantee furnishing data and information, such data and information shall upon request, be furnished to the Subgrantee without charge by the Grantee.

4. Data to be Furnished to the Grantee

The Subgrantee agrees to provide to the Grantee's Community Development Block Grant (CDBG) Division a weekly Progressive Activity Report. In the event the required reports are not received when due, the Grantee will delay future reimbursement and it will retain checks until the required reports are received by it. Furthermore, it is understood that this information is required for and to be used to plan, coordinate, and evaluate CDBG CARES ACT CV 3 funded programs and projects. In addition to the abovementioned report, the Subgrantee agrees to provide the Grantee with additional information related to this project upon request. The parties agree that additional information may be requested by the Grantee to satisfy special reporting needs.

5. Personnel Complement

Irrespective of any provision hereof, including the attached Exhibit B, the authorized personnel complement may be amended by substituting one (1) or more part-time positions for a full-time position, by increasing or decreasing the number of persons to be appointed to a designated position, by deleting authorized positions, or by adding additional positions of a similar nature provided that no such amendment will cause the total payroll to exceed the amount budgeted therefore on an annual basis and provided that such amendment is requested in writing by the Subgrantee with the justification therefore establishing that the objectives of this Agreement will be furthered by the proposed amendment; and further provided that it is approved by the Deputy Director of Community Services or her designee.

6. Training and Educational Programs

The Subgrantee agrees to exert a continuous effort to provide training programs for all persons employed by the project. These programs may include higher education or course work at relevant training institutions. Such training and educational programs are to be financed with funds identified in Exhibit B of this Agreement and/or other funds of the Subgrantee. Before any Subgrantee staff may attend an educational or training session to be paid for by Grantee's CDBG CARES ACT CV 3 funds, the Subgrantee must request, in writing, approval to attend. Approval for training and education must be received, in writing, from the Grantee staff before the Subgrantee staff can attend any training session(s). Such training and educational programs shall be consistent with the current training and educational policy of the Grantee. Reimbursement for training and education costs will follow Grantee's policies, if reimbursement is requested by the Subgrantee and is deemed to be in accordance with this Agreement by the Grantee. For trips to conferences and training sessions to be approved by the Grantee, there must be documentation provided which shows to the Grantee's satisfaction that the requested trip will enhance the job skills of the person attending the conference and/or training session. The trip must be eligible and in accordance with the Grantee's policy.

7. Staffing by the Subgrantee

Persons of low and moderate income residing in areas designated under the Scope of Services shall be given employment preference consistent with Section 25 of this Agreement and the equal opportunity requirements set forth in Exhibit C, which includes the City of Saginaw, Michigan Contract Compliance Form. Advertisement shall occur for all vacant staff positions that are partially or fully funded by the Grantee's CDBG CARES ACT CV 3 funds and shall include the following:

- a. Name of the Subgrantee;
- b. Job description;
- c. Qualification;
- d. Non-discriminatory clause (equal employment statement); and
- e. Proper identification with the Grantee's CDBG CARES ACT CV 3 program.

Prior to advertising a vacant position, Subgrantee's personnel shall consult with Grantee to learn appropriate steps in advertising the vacancy.

3. Compensation and Method of Payment

It is mutually agreed by the parties hereto that the compensation and method of payment for the services provided by the Subgrantee shall be as follows:

- a. The Subgrantee shall be reimbursed for its expenditures pursuant to the budget referred to herein as Exhibit B; and it is expressly understood and agreed that, in no event, will the total compensation and reimbursement, if any, to be paid hereunder shall not exceed the maximum amount of this Agreement set forth in Exhibit 1 - Scope of Services, for all of the services required.
- b. The Subgrantee shall perform those services as agreed to and set forth herein and contained in the preceding Paragraph 1 - Scope of Services and contained in the annual activity plan.
- c. Execution of this Agreement shall constitute a commitment of funds by the Grantee to the Subgrantee in an amount not to exceed the total shown in the budget (Exhibit B) and listed in Paragraph 1 – Scope of Services, except insofar as said commitment is qualified by other provisions of this Agreement including, but not limited to, the unavailability of funds under the Housing and Community Development Act of 1974, and the Coronavirus Aid Relief and Economic Security (CARES) Act, P.L. 116-136, and any subsequent amendments, resulting from any act or failure to act by the City or the Subgrantee.
- d. Payments from the Grantee to the Subgrantee shall be limited to the minimum amounts needed and shall be timed in accordance with only the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or terms of this Agreement. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursement requirements of the Subgrantee for direct program costs and the proportionate share of any allowable and documented supporting costs and supervision directly required in performing the service. If the Subgrantee demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the advance of funds and the disbursement thereof, the Grantee shall require the Subgrantee to finance its operation with its own working capital and the Subgrantee shall be reimbursed for actual cash disbursements provided that the Subgrantee is in full compliance with this Agreement.
- e. The Grantee will mail checks directly to the depository designated and authorized in writing by the Subgrantee for credit to the Subgrantee's non-interest bearing bank account. Said depository shall either be a commercial bank or a credit union and a member of the Federal Deposit Insurance Corporation (FDIC).
- f. No disbursements shall be made by the Subgrantee or reimbursements made by the Grantee except in conformity with the following:

- (1) The definitions of allowable costs as contained in OMB Super Circular, 2 CFR 200, which is included as part of this Agreement and attached hereto as Exhibit D and such revisions as may be issued in the future, and
- (2) The Community Development Block Grant Regulations set forth in 24 CFR 570.201 through 570.207, which is attached as Exhibit E and any future amendments thereof.
- (3) The rules and regulations set forth in the Coronavirus Aid Relief and Economic Security (CARES) Act, P.L. 116-136 and any subsequent amendments, which is attached as Exhibit F.

The Subgrantee shall be responsible for reviewing each proposed expenditure of funds for conformity with the criteria for allowable costs as contained in OMB Super Circular 2 CFR 200 and with the criteria for activity eligibility as contained in 24 CFR 570.201 through 570.207.

- g. There shall be provisions for cost allocation between the Grantee's CDBG CARES ACT CV 3 funds and other funds.
 - (1) Any central or shared costs which the Subgrantee allocates to the CDBG CARES ACT CV 3 portion of its program funding must be supported by documentation. This documentation may be either a cost allocation rate or direct charges. Such shared costs include, but are not limited to, rent, supplies, staff, copying and phone costs. Documentation includes, but is not limited to, time sheets, records regarding square footage used by CDBG CARES ACT CV 3 funded facilities; number of calls made by CDBG CARES ACT CV 3 funded staff or a carefully explained costs allocation methodology.
 - (2) Prior to charging costs derived from an allocation procedure, the Subgrantee shall gain the approval from the Grantee that the procedure is reasonable, logical and documented. Failure to do so, will result in disallowing these costs until such time as the Grantee approves the procedure.
- h. Payments from the Grantee to the Subgrantee shall be subject to the following general conditions and such other detailed rules and regulations as may be set forth in writing and approved by the Grantee's City Manager.
 - (1) All personnel payments will be made in accordance with the salary schedule specified in Exhibit B.
 - a) All requests for disbursements to cover payroll costs shall be supported by copies of time and attendance records for individual employees for the payroll period for which payment is requested. Each time and attendance sheet must be signed by each respective employee and his/her/their appropriate supervisor.

- b) Upon termination of either the employee(s) or this Agreement, the employee(s) will be paid for unused accrued vacation, but only to the extent that the personnel line item amount contained within the Subgrantee's budget will not be exceeded. Such payment will only be made if it is consistent with Subgrantee's personnel policy regarding termination.
- c) Vacation and/or sick leave shall not be used before it is accrued. In the event used vacation and/or sick leave exceed the amount earned, the excess usage will be deducted from the pay of the individual in question.

In the event there is a dispute between the Subgrantee and the Grantee concerning the eligibility for reimbursement and appropriateness of any of the expenditures listed above in Paragraph 8, Subsection (h), the Grantee's determination shall be final and binding on the Subgrantee.

- (2) For all expenditures other than personnel payments, the Subgrantee shall make reasonable efforts to insure that items, goods, or services are obtained at the lowest and best price possible. This is to be accomplished in a three (3) phase process in which: first, a letter requesting a purchase, along with specifications, is sent by the Subgrantee to the Grantee; second, the Grantee's written authorization or denial of this request is received by the Subgrantee; and third, a payment request for the item can be submitted if the purchase has the Grantee's prior approval.
 - a) To clarify further the above description, prior to commitment for the purchase of the items, goods, or services listed in this Agreement's Scope of Services costing in excess of \$500.00, the Subgrantee shall submit a letter requesting approval to purchase these items or goods. This request can be one (1) list of specific items described in detail. Subgrantee will submit a minimum of three (3) competitive bids for each item at the time the Grantee's approval is sought. After the Grantee's approval is received by the Subgrantee a reimbursement request can be submitted for the item(s).
 - b) The lowest and best bid for each item will be accepted. Disputes between the Grantee and Subgrantee regarding what constitutes the lowest and best bid will be determined by the Grantee and its determination will be final. No disbursement of funds from the Grantee to the Subgrantee shall be made for costs obligated contrary to this procedure.
- (3) Upon receipt of goods and services and invoices therefore, the Subgrantee shall submit a voucher to the Grantee for disbursement of funds sufficient to cover the obligations of the Subgrantee. Said voucher shall be in a form approved by the Grantee and shall be supported with such documentation as may be required by it. All costs shall be net of applicable credits. Upon

review and approval of the voucher(s), the Grantee shall disburse funds for allowable costs to the Subgrantee as heretofore provided.

- (4) For out-of-town trips and select in-town business trips approved by Grantee, Subgrantee staff will be reimbursed at the current mileage rate according to the United States Internal Revenue Service for driving their own vehicles. This reimbursement will be made upon receipt of documentation that is deemed acceptable by the Grantee for the distance traveled for the trip. Costs for parking of vehicles will be reimbursed provided proper documentation is submitted.
- (5) All payments for out-of-town travel shall be subject to advance approval in writing by the Grantee. The approval of travel statements of expense shall be on forms furnished by the Grantee unless the Subgrantee has in use a similar set of forms which have been approved by the Grantee for use by the Subgrantee.
- (6) Amounts shall not be paid by the Grantee to the Subgrantee for its own use or that of a subcontractor in prepayment for or in anticipation of expenses unless agreed to in writing by the parties hereto.
- (7) Notification of cost category line item changes in Exhibit B, regardless of amount allocated, shall be forwarded to the Grantee in writing within five (5) business days following said changes having been effectuated. Expenditures for each budget line item will not exceed ten (10%) percent over the budget. Should expenditures exceed ten (10%) percent over the budget, Subgrantee must submit a request to the Grantee to modify the line item to cover this expenditure. Any changes exceeding ten (10%) percent of cost category line items must have prior approval from the Grantee.
- (8) Subgrantee may establish and use a petty cash fund in an amount not to exceed \$500.00 and under such rules and regulations as agreed to in writing by the Subgrantee and the Deputy Director of Community Services or her designee. Grantee's disbursements to replenish petty cash shall depend upon the Subgrantee's continued use of these funds for allowable project costs and the submission of acceptable expenditure documentation.
- (9) Program income received by the Subgrantee shall be immediately forwarded to the Grantee in the form of checks for the amount of income received. The program income source shall be explained in writing when the program income is submitted. See Exhibit G for further description.
- (10) Subgrantee shall not use Grantee's CDBG CARES ACT CV 3 funds to advance monies for any other purposes, programs, or activities which are being carried out by the Subgrantee at the same time it is performing CDBG CARES ACT CV 3 funded services for the Grantee in connection with the Housing and Community Development Act of 1974, as amended and the Coronavirus Aid Relief and Economic Security (CARES) Act, P.L. 116-136 and any subsequent amendments.

- (11) In order to provide for the timely disbursement of funds to the Subgrantee, the following time schedule shall be followed by the parties, provided that no adjustments are necessary to any disbursement voucher or request for payment which is submitted. All Subgrantee vouchers must be received by the Grantee no later than 8:00 a.m. on Monday. Pursuant to net 30 terms of payment, a check for the approved amount of the Request for Payment will be mailed to the Subgrantee's Designated Depository according to the Grantee's voucher payment schedule.
- (12) Disbursements to the Subgrantee under this Agreement will be made retroactive to July 1, 2025. Payment requests will be accepted for processing by Grantee through August 21, 2026. If reimbursement requests are not submitted by this specified date, funds requested will not be reimbursed.
- (13) All payments to Subgrantees shall be paid on a reimbursement basis only, unless there are special circumstances as set forth in the Departmental Advancement Policy which is attached as Exhibit H.

9. Requirement For Subgrantee to Have a Facility Located Within the City of Saginaw Jurisdiction and to Solely Provide CDBG CARES ACT CV 3 Funded Activities to Persons Residing Solely Within the City of Saginaw Jurisdiction

Subgrantee is required to have a location within the jurisdiction of the City of Saginaw and to provide CDBG CARES ACT CV 3 funded services to persons that exclusively reside within the City of Saginaw jurisdiction. If the Subgrantee determines that it can neither maintain a location nor solely provide CDBG CARES ACT CV 3 funded services to individuals residing within the City of Saginaw jurisdiction, it must immediately provide thirty (30) days written notice to Grantee. Subgrantee can only be reimbursed for services that it provided up to the date that it stopped providing services at the facility located within the City of Saginaw jurisdiction or services provided only to persons residing within the City of Saginaw. The last date of the Agreement between the parties will be deemed the last day the CDBG CARES ACT CV 3 funded services were provided at the facility located within the jurisdiction of the City of Saginaw or solely to City residents. If the Subgrantee fails to notify the Grantee and it is made aware of the matter, the Grantee will immediately terminate the Agreement and provide written notice within seven (7) days to the Subgrantee. The notice will include information stating that if the Subgrantee has received payment for services that were either not rendered at a location within the jurisdiction of the City of Saginaw or exclusively to persons residing within the City of Saginaw, that it is required to repay the Grantee within thirty (30) days of receiving the notice. If the Subgrantee fails to repay for funds expended to it, the Grantee will utilize all legal remedies available to it to recover the funds.

10. Performance Measures

Subgrantee is required to provide the program services as set forth in its Scope of Services, which is attached as Exhibit A. This provides a framework for the Grantee to

measure whether or not the Subgrantee is fulfilling its contractual obligations by satisfactorily performing the activities contained in the Scope of Services.

11. Recapture of Funds

If the Subgrantee fails to comply with any terms of this Agreement, especially performing the activities for which it received CDBG CARES ACT CV 3 funding, the Grantee will recapture the funds from it. The Grantee will provide written notice to the Subgrantee that it will recapture the funds within fourteen (14) days after it sends the notification to the Subgrantee. The Subgrantee will have ten (10) days after receiving the notice to forward the designated recaptured funds to the Grantee. If the Subgrantee fails to do so, the Grantee can terminate this Agreement, immediately recapture the funds and reallocate any remaining CDBG CARES ACT CV 3 funds to another agency.

12. Close-outs

The Subgrantee's obligations to the Grantee shall not end until it completes all close-out requirements. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets, including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subgrantee has control over the Grantee's CDBG CARES ACT CV 3 funds, including program income.

13. Audits and Inspections

The Subgrantee shall comply with the OMB Super Circular, 2 CFR 200 audit requirements. All Subgrantee records with respect to any matters covered by this Agreement shall be made available to the Grantee, DHUD and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine and make excerpts of transcripts or all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subgrantee within thirty (30) days after it receives written notice from the Grantee. Failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subgrantee hereby agrees to have an annual agency audit conducted in accordance with the Grantee's current policy regarding subgrantee audits and 2 CFR 200. (See Exhibit D for further description.)

14. General Compliance

The Subgrantee agrees to comply with the requirements of 24 CFR 570, including Subpart K of these regulations except that (1) the Subgrantee does not assume the Grantee's environmental responsibilities set forth in 24 CFR 570.604 and the Subgrantee does not assume the Grantee's responsibility for initiating the review process under the provisions of 25 CFR 52. The Subgrantee agrees to comply with all other applicable federal, state and local laws and regulations and policies governing the funds provided

under this Agreement. The Subgrantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

15. Performance Monitoring

The Grantee will monitor the performance of the Subgrantee against goals as set forth in Exhibit A, Scope of Services. Substandard performance as determined by the Grantee will constitute noncompliance. The Subgrantee will receive written notice and be given a reasonable time period of thirty (30) days after it receives the written notice to correct its substandard performance. If the Subgrantee remains noncompliant, the Grantee can either reallocate the funds to another entity that provides the exact service, suspend or terminate this Agreement.

16. Agreement Representatives

Both parties to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

City: Kanah Franklin
Deputy Director of Community Services
Office of Management and Budget Community
Services Block Grant Division
1315 South Washington Avenue, Room 110
Saginaw, MI 48601
989-759-1533
kfranklin@saginaw-mi.com

Subgrantee: Audra Davis
President & Chief Executive Officer
United Way of Saginaw County
1840 North Michigan Avenue
Saginaw, MI 48602
989-776-0540
adavis@unitedwaysaginaw.org

17. Urgent Need, CDBG and CARES ACT National Objectives

The Subgrantee certifies the activities carried out pursuant to this Agreement meet the Urgent Need National Objective as defined in 24 CFR 570.208(c), the CDBG Program National Objective as defined in 24 CFR 570.208 and the National Objective set forth in the CARES ACT, Public Law 116-136 and any subsequent amendments.

18. Independent Contractor

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The

Subgrantee will at all times remain an independent contractor with respect to the services to be performed pursuant to this Agreement. Due to the fact that the Subgrantee is an independent contractor, the Grantee is exempt from paying any unemployment compensation, FICA, retirement, life and medical insurance and worker's compensation insurance.

19. Access to Records

The Subgrantee shall provide the Grantee or any federal, state or local agency to which the Grantee has a responsibility and accountability for funds provided pursuant to this Agreement, the access to and the right to examine all records, books, papers, or documents related directly or indirectly to this Agreement.

20. Client Data

The Subgrantee is required to maintain data demonstrating client eligibility for services. Such data shall include, but not be limited to, the client's name, address, income level or other basis for determining eligibility and a description of the provided services. Such information shall be made available to the Grantee, DHUD and the Comptroller General of the United States or any of their authorized representatives that conduct monitoring or their designees for review upon request.

21. Continuing Right of Enforcement

The failure of the Grantee to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the Subgrantee of any of the provisions hereof, shall not be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of the Grantee to enforce each and every provision.

22. Restriction on Disclosure

No personal information obtained from an individual(s) in accordance with this Agreement shall be disclosed by the Subgrantee, its employees, agents or subcontractors, in a form in which it is personally identifiable without the written consent of the individual(s), except as required by law or to assist the Grantee, DHUD and the Comptroller General of the United States or any of their authorized representatives with an investigation regarding the services provided to the individual(s).

23. Nondiscrimination

The Subgrantee agrees that no person shall on the ground of race, color, sex, age, national origin, handicap, height, weight, sexual orientation, gender identity or expression, familial status, marital status, organization's religious character, affiliation or exercise or any other class protected by law, be excluded from participation in, be denied the proceeds of, or otherwise be subjected to discrimination under any program for which the Subgrantee receives federal financial assistance, and that it shall immediately take appropriate measures to implement this assurance. This nondiscrimination requirement

is in accordance with one or more of the following Federal and State laws, regulations, and executive orders as amended:

- a. Fair Housing Act, 42 USC 3601, et. seq) and implementing regulations at 24 CFR Part 100.
- b. Executive Order 11063 and implementing regulations at 24 CFR Part 107.
- c. Title VI of the Civil Rights Act of 1964, 42 USC 2000d-2000d-4 and implementing regulations at 24 CFR Part 1.
- d. Age Discrimination Act of 1975, 42 USC 6101-6107 and implementing regulations at 24 CFR Part 146.
- e. Section 504 of the Rehabilitation Act of 1973, 29 USC 794, and implementing regulations at 24 CFR Part 8.
- f. Section 503 of the Rehabilitation Act of 1973, 29 USC 793 and implementing regulations at 31 CFR Part 60.741.
- g. Vietnam Era Veteran's Readjustment Assistance Act, 41 CFR Part 60-300.
- h. Executive Order 12138.
- i. Elliot-Larsen Civil Rights Act, Act No. 453, Michigan Public Acts of 1976, as amended, MCL 37.2101, et seq.
- j. Americans with Disabilities Act, 42 USC 12101, et. seq. (ADA 1990).
- k. Americans with Disabilities Act Amendment Act, Public Law 110-325 (ADAAA 2008).
- l. The Violence Against Women Reauthorization Act of 2022 (VAWA 2022).
- m. The Architectural Barriers Act, 42 USC §§ 4151 – 4157.

24. Compliance With Additional Regulations Pursuant to Appendix II to 2 CFR Part 200

The Subgrantee is required to comply with the following laws pursuant to Appendix II to 2 CFR Part 200.

- a. Equal Employment Opportunity, 41 CFR Part 60. This clause will remain in effect until the Department of Labor Office of Federal Contract Compliance Programs proposed rule becomes a final rule and goes into effect. The proposed rule seeks to implement the policy changes under Executive Order 14173, which revoked Executive Order 11246.

- b. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) . Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated as a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. Right to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR Part 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work, under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts

and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- e. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- f. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR Part 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235). “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- h. The Hatch Act (5 USC §§ 7321 – 7326) which states that neither the funds provided nor the personnel hired under this Agreement, shall in any way engage in the conduct of political activities in violation of 5 USC 15.
- i. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended 8 USC 1601-1646 and any applicable requirements that HUD, the Attorney General or the United States Citizenship and Immigration Services may establish from time to time to comply with PRWORA, other Executive Orders and immigration laws. The Subgrantee must utilize the Systematic Alien Verification for Entitlements (SAVE) system or an equivalent certification system approved by the federal government, to prevent any federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- j. Section (b)(4) of the Federal False Claims Act. 31 USC 3729.

- k. 41 USC 4712, Enhancement of Contractor Protection From Reprisal for Disclosure of Certain Information Act.
- l. Executive Orders 14154, 14168, 14182 and 14218.
- m. Division K of the Infrastructure Investment and Jobs Act, Public Law 117-58.

25. Section 3

The Subgrantee agrees to comply with the applicable requirements of Section 3 of the Housing and Community Development Act of 1968, as amended and implemented in 24 CFR Part 75. Section 3 requirements apply to the following funding thresholds:

- a. Subgrantees with grant assistance exceeding Two Hundred Thousand Dollars and 00/100 (\$200,000.00);
- b. Contractors and subcontractors of Subgrantees where the agreement exceeds One Hundred Thousand Dollars and 00/100 (\$100,000.00); and
- c. When the threshold is met for Subgrantees, but not contractors or subcontractors, the Section 3 preference requirements shall only apply to the Subgrantee.

26. Inclusion of Small Businesses

It is anticipated that the Subgrantee will seek bids from and utilize where possible small businesses, including but not limited to, minority owned business enterprises (MBE), women owned businesses (WBE), veteran owned businesses (VBE) and labor surplus area firms.

27. Build America, Buy America Act Materials Requirement

DHUD requires that federally funded infrastructure projects if possible, are required to use iron, steel, manufactured products, and construction materials that are produced in the United States pursuant to the Build America, Buy America Act, Act 41, USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provision as applied to Recipients of DHUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Infrastructure projects include any construction, alteration, maintenance or repair of infrastructure with public functions, such as roads, highways, bridges, public transportation facilities, dams, ports, harbors, railroads, freight and intermodal facilities, airports, water systems, electrical transmission facilities and systems (including structures, facilities, and equipment that generates, transports and distributes energy, including electric vehicle charging stations, broadband infrastructure and buildings. The requirement may be waived in certain circumstances including the following: (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products, or construction

materials are not produced in the United States in sufficient and reasonably available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than twenty-five (25) percent. Waivers will be limited to specific projects or time periods, targeted to only the products necessary and when appropriate, conditional, to maximize the use of American made products. The Subgrantee is required to submit waivers to the Grantee.

In addition, it can also apply to projects that primary purposes are not infrastructure. Furthermore, this requirement applies to all subcontractors and must be included in their contracts. The requirements must be included in bid documents, purchase orders, contracts and subawards. The materials covered by BABA are set forth below:

- a. Iron and steel;
- b. Specifically Listed Construction Materials:
 - i. Non-ferrous metals;
 - ii. Plastic and polymer-based pipe and tube;
 - iii. Lumber; and
 - iv. Composite building materials.
- c. Not Listed Construction Materials:
 - i. Plastic and polymer based products other than composite building materials or plastic and polymer based pipe or tube;
 - ii. Glass, including optic glass; and
 - iii. Drywall.
- d. Manufactured Products:
 - 1. Articles, materials or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials or supplies to create a product with different properties than the individual articles, materials or supplies.

If an item is classified as an iron or steel product, a construction material or a Section 70917(c) material under 2 CFR Part 184.4(e) and the definition set forth above, then it is not a manufactured product. However, an article, material or supply classified as a manufactured product under 2 CFR Part 184.4(e) and the above section 1 may include components that are construction materials, Section 70917(c) materials or iron or steel products. Section 70917(c) materials are defined as cement and cementitious materials, aggregates such as stone, sand or gravel or aggregate binding agents or additives. These materials are not considered construction materials under BABA.

28. Political Activity Prohibited

Agreement funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities. However, a facility originally

financed in whole or in part with funds from this Agreement may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any. The Subgrantee shall also comply with all applicants Internal Revenue Service rules and regulations pertaining to political activity.

29. Debarred, Suspended or Ineligible Contractors

The Subgrantee shall comply with Grantee rules and the federal regulations relating to the use of contractors or subcontractors during any period of debarment, suspension or ineligibility as specified in 24 CFR Part 570.609 and 24 CFR Part 5. No contract shall be entered into with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Subgrantee shall implement procedures to verify the status of each contractor and subcontractor and maintain compliance documentation which must be provided to the Grantee upon request.

30. Lead Based Paint

The Subgrantee shall comply with all Grantee promulgated requirements related to lead based paint, the applicable requirements of the Lead Based Paint Poisoning Prevention Act, 42 USC 4821-4846, the applicable provisions of 24 CFR Part 35, or its successor or replacement section, the Community Development Block Grant regulations regarding Lead Based Paint at 24 CFR Part 570.608 and the Michigan Lead Abatement Act and Michigan Lead Remediation Rules. The Subgrantee agrees to take appropriate action to protect program participants from hazards associated with lead based paint and/or abatement activities.

31. Denial of Service

The Subgrantee may deny service to an individual(s), who in the opinion of the Subgrantee, refused to cooperate, creates conflict among the staff or other participants, abuses the program and/or is physically or verbally threatening to the Subgrantee's staff or to its participants. The Subgrantee shall provide the Grantee with written notification of the full circumstances of each case of denial within seven (7) days of the denial of service to an individual(s).

32. Acknowledgement of City and Community Development Block Grant CARES ACT CV 3 Funding

The Subgrantee shall include the statement, "A City of Saginaw Community Development – CDBG CARES ACT CV 3 funded Project" or a similar statement approved by the Grantee, on brochures, announcements, press releases, advertisements, reports and

other formal publications related to or involving projects funded pursuant to this Agreement. The statement must be prominently displayed on including, but not limited to, brochures, announcements, signs, displays, letterhead, press releases, advertisements, reports and other formal publications related to or involving activities funded pursuant to this Agreement. In addition, all facilities and items utilized pursuant to this Agreement shall be prominently labeled indicating the Grantee's Community Development Block Grant Division CDBG CARES ACT CV 3 Act funding.

33. Displacement, Relocation and Acquisition

The Subgrantee shall carry out all CDBG CARES ACT CV 3 assisted activities in conformance with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (URA), 24 CFR Part 570.606 and 49 CFR Part 24 pertaining to displacement, relocation and acquisition. All required eligible costs of temporary or permanent relocation of persons that directly result from the use of CDBG CARES ACT CV 3 funds for acquisition, rehabilitation, new construction or demolition shall be the responsibility of the Subgrantee with funds provided under this Agreement or other nonAgreement funds.

34. Flood Insurance

The Subgrantee shall implement CDBG CARES ACT CV 3 assisted activities in compliance with the requirements of 24 CFR Part 570.605 pertaining to flood insurance.

35. Terms and Conditions

This Agreement is subject to and incorporates the following provisions, to wit:

a. Federal Award Agreement

The Funding Agreement between the City and the Department of Housing and Urban Development which contains Coronavirus Aid Relief and Economic Security (CARES) Act, PL 116-136 funds to prevent, prepare and respond to COVID-19, is hereby incorporated within the provisions of this contract and is made a part hereof and is attached hereto and marked Exhibit I. The Subgrantee shall be subject to the current DHUD equal employment opportunity regulations, until the Department of Labor Office of Federal Contract Compliance Programs proposed rule becomes a final rule and goes into effect, Section 3 clause, program rules and regulations as contained in Subpart K of 24 CFR Part 570.600, which is attached as Exhibit J and 24 CFR Part 570.700, which is attached as Exhibit K and the terms and conditions of Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R, which are incorporated into this Agreement. With respect to the Subgrantee, the Grantee shall have all the rights and remedies of the Department of Housing and Urban Development under said Federal Award Agreement.

- (1) The following list below includes the Subpart K program requirements. These regulations guide the implementation of the 2025-26 CDBG subgrantee agreements and include program requirements. Should Subgrantee staff have need for details pertaining to these requirements,

staff should contact the Grantee and request clarification. Grantee will contact the Subgrantee when it is clear one or more of these requirements will affect their CDBG CARES ACT CV 3 funded activity(ies).

Subpart K – Other Program Requirements includes this list.

<u>Regulations Sections</u>	<u>Topic</u>
a. 570.600	General
b. 570.601	Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; and Executive Order 11063
c. 570.602	Section 109 of the Act
d. 570.603	Labor standards
e. 570.604	Environmental standards
f. 570.605	National Flood Insurance Program
g. 570.606	Relocation, Displacement and Acquisition
h. 570.607	Employment and Contracting Opportunities
i. 570.608	Lead-based Paint
j. 570.609	Use of debarred, suspended, or ineligible contractors or subrecipients
k. 570.610	Uniform administrative requirements and cost principles
l. 570.611	Conflict of interest
m. 570.612	Executive Order 12372

(2) In addition to the Subpart K requirements the following provisions apply to certain Subgrantees as explained below.

a) 24 CFR Part 85 and OMB Super Circular, 2 CFR Part 200 both require that all contracts greater than \$150,000.00 comply with the Pollution Control Act. For the 2026-27 program year this includes the SEDC Subgrantee Agreement; and

- b) 24 CFR Part 85 requires that for-profit agencies comply with the Energy Efficiency Act. For the 2025-26 program year no activity is affected by this requirement.
- (3) The Subgrantee is subject to all of the rules and regulations set forth in the Coronavirus Aid Relief and Economic Security (CARES) ACT, P.L. 116-136 and any subsequent amendments.
- (4) The Subgrantee will be subject to any and all new regulations enacted by the federal government effective the date of this Agreement until the end of its term. If new regulations are enacted, the Grantee will notify the Subgrantee and the new regulations will be incorporated into this Agreement and attached as exhibits to it.

Further, if any regulations are eliminated by the federal government between the effective date of this Agreement and the end of its term, the Grantee will notify the Subgrantee that the regulations are no longer in effect.

b. Duplication of Benefits

The Subgrantee cannot use the CDBG CARES ACT CV 3 funds to pay for eligible costs that have already been paid for or will be paid for by another agency, including but not limited to government, nonprofit or financial institutions. That is considered a duplication of benefits and a violation of the Coronavirus Aid Relief Economic Security (CARES) ACT, P.L. 116-136, and any subsequent amendments. As a result, the Grantor will require the Subgrantee to repay the funds utilized for duplicative benefits. In addition, the Subgrantee is required to sign Exhibit L, a form certifying that it has not received a duplicative benefit.

c. Corrective Action

- (1) Subgrantee's failure to comply with the following may lead to corrective actions outlined below at the Grantee's sole option:
 - a) Federal financial management standards as stated in OMB Super Circular 2 CFR Part 200;
 - b) Federal Community Development Block Grant eligibility regulations 24 CFR Part 570.201 through Part 570.207;
 - c) Applicable Federal, State, and local laws for program operation and financial management;
 - d) Grantee's financial management requirements;
 - e) Failure to implement the Scope of Services;
 - (f) Partial execution of the Scope of Services;

- (g) Reporting requirements set forth in this Agreement;
- (h) Failure to collect data and information and retain documents regarding the program's operation.

Subgrantee shall take corrective action as determined solely by the Grantee to terminate other activity inappropriate to the program's operation.

- (2) Subgrantees will be given seven (7) days upon receipt of Grantee's written recommendations to respond in writing as to how the recommendations will be carried out. Failure to respond and/or implement these recommendations to the Grantee's satisfaction is reason for it to take remedial action including, but not limited to, the following:
 - a) Failure to comply after seven (7) days may result in stopping the payment request process;
 - b) Written notice from the Grantee that it will proceed to recapture funds in seven (7) days if the issue in question involves expenditures already made;
 - c) Written notice that the Grantee is going to terminate this Agreement;
 - d) Any other necessary remedial action required by the Grantee.
- (3) If there occurs or is anticipated a significant change in the program administered by the Subgrantee, the Grantee shall be advised in writing within thirty (30) days in advance of the change.
 - a) Significant changes include, but are not limited to: location of service being provided (moving a program to a new facility); nature of service provided; beneficiaries receiving the service; target areas served; or other things relating to the Subgrantee's Scope of Services or this Agreement.
 - b) The Grantee has the authority to approve the change with documentation and justification supplied; disapprove the change and either recommend an alternative or require the service be provided as set forth in this Agreement.
 - c) Failure to comply with this provision will result in any of the following until the problem has been remedied: stopping the payment requests process; recapturing funds spent in connection with this change from the Subgrantee's budget; terminating this Agreement; any other necessary remedial action required by the Grantee.
- (4) The Grantee has the right to require the Subgrantee to repay CDBG CARES ACT CV 3 funds if any of the following conditions occur:

- a) DHUD requires fund payback for any reason;
- b) The Grantee has not been informed of a service or program change by the Subgrantee in requesting disbursements and so has expended funds for purposes other than for which the request was made;
- c) The Grantee has decided a cost is disallowed or unauthorized;
- d) The Subgrantee receives refunds, rebates and/or interest on CDBG CARES ACT CV 3 reimbursed expenses and has not sent the refunds to the Grantee;
- e) The Subgrantee receives money for use of its supplies, materials and/or equipment by other agencies (e.g. Xerox copies) and has not sent the funds to the Grantee;
- f) The Subgrantee has relocated or closed the facility within the jurisdiction of the City of Saginaw that it used to provide services; and
- g) The Subgrantee is no longer providing CDBG CARES ACT CV 3 funded services to residents residing within the jurisdiction of the City of Saginaw.

The Subgrantee has no more than seven (7) days after receiving written notice to respond to the Grantee's request for repayment indicating how it will be made. After the Grantee considers any other remedies which may be available to it, the Subgrantee's failure to comply with this request will ultimately obligate the Grantee to recapture the funds in question directly from the Subgrantee's budget or from other assets of the Subgrantee in accordance with the law. Under no circumstances shall the Subgrantee have more than thirty (30) days to make the repayment requested. After thirty (30) days the Grantee shall move to recapture the funds in question directly from the Subgrantee's budget or from other assets of the Subgrantee in accordance with the law.

- (5) This Agreement shall be terminated by either party, with or without cause, after giving the other party not less than five (5) days written notice thereof. This condition includes, but is not limited to, failure to comply with corrective actions listed in 1 through 4 above, Paragraph 36, Subsections (h) and (o) and Paragraphs 37, 38, 39 and 40.
- a) This Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by DHUD or by the Grantee at any time or if the grant to the Grantee under Title I of the Housing and Community Development Act of 1974, as amended, is suspended or terminated.

- b) This Agreement may be suspended or terminated if the Subgrantee commits the following actions:
 - i) Fails to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, CDBG regulations, DHUD guidelines, policies or directives as may become applicable at any time;
 - ii) Fails for any reason to fulfill in a timely manner its obligations under this Agreement;
 - iii) Fails to submit to the Grantee reports that are correct or complete in any material respect;
 - iv) Fails to properly use CDBG CARES ACT CV 3 funds provided to it pursuant to the terms of this Agreement.

In accordance with 2 CFR Part 200, this Agreement may also be terminated for convenience by either party, in whole or in part, by setting forth the reasons for the termination, the effective date and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of this Agreement will not accomplish the purpose for which it awarded the CDBG CARES ACT CV 3 funds to the Subgrantee, the Grantee may terminate this Agreement in its entirety.

- c) When contract termination has been decided, the Subgrantee must adhere to and complete the closeout procedure set forth in Paragraph 12 – Close Out Procedures and any other processes created by the Grantee. This procedure will include, but not be limited to, such things as: Proper payment of bills after contract termination, providing sufficient funds to meet priority obligations, and providing notice to all vendors of dates by which goods and services should not be provided to the Subgrantee.
- d) Upon this Agreement's termination, all materials, supplies, data, maps, reports and non-expendable property as defined in Paragraph 35(f)(3) herein shall become the Grantee's property and the Subgrantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the terms of this Agreement.
- e. Upon termination, the Subgrantee shall transfer to the Grantee any CDBG CARES ACT CV 3 funds on hand at the time of termination and any account receivable attributable to the use of CDBG CARES ACT CV 3 funds.

d. Subcontracting

In the event of subcontracting of any work described under the terms of this Agreement, it is required that the Subgrantee and subcontractor execute a written

agreement between them. Furthermore, both parties hereto are required to retain the following records:

- (1) A document providing an explanation as to how the amount of compensation or reimbursement to be paid was determined;
- (2) Identification of each prospective subcontractor considered; and
- (3) A summary of bids and proposals, if any, received.

e. Selection of Subcontractors

In subcontracts of \$2,000.00 or more, the Subgrantee shall bid this Agreement using the following criteria:

- (1) Capability of performing the service;
- (2) Location within the jurisdiction of the City of Saginaw and/or employment of a reasonable number of low to very low income persons that reside within the City; and
- (3) Lowest bid.

All subcontracts for services or materials \$2,000.00 or more shall be evidenced by a written agreement. In addition, all subcontractor agreements require approval and signature of the Deputy Director of Community Services or her designee. Further, the subcontractor shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee.

All subcontractors shall be subject to DHUD equal employment opportunity regulations, until the Department of Labor Office of Federal Contract Compliance Programs proposed rule becomes a final rule and goes into effect, Section 3 clause, program rules and regulations contained in Subpart K of 24 CFR Part 576 and 24 CFR Part 501, Department of Labor regulations at 41 CFR 60, the Build America, Buy America Act and the terms and conditions of Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R of this Agreement. Subgrantee shall require compliance with the above as part of the written agreement with any subcontractor.

f. Assignability

It is understood by the parties hereto that the Subgrantee shall not assign any interest in this Agreement and shall not transfer any interest without the prior written consent of the Grantee.

g. Records of Property

- (1) Records shall be maintained in accordance with the requirements prescribed by DHUD and the Grantee with respect to all matters covered by this Agreement. All disbursements and payments by the Grantee and the Subgrantee are subject to an audit to insure that the requirements of DHUD and the parties are adhered to and all records are in proper order. The Subgrantee's financial management systems, operating and accounting procedures, and retention of project records shall conform to the requirements of OMB Super Circular, 2 CFR Part 200 and such revisions or additional regulations as may be issued in the future. (OMB Super Circular 2 CFR Part 200 is included as a part of this agreement and attached hereto and marked Exhibit D)
- (2) The following specific records must be maintained by the Subgrantee.
 - a) Financial Records
 - 1) General Ledger Accounts:
 - Assets;
 - Liabilities; and
 - Fund Balance.
 - 2) Subsidiary Ledgers:
 - A. Accounts Payable;
 - B. Accounts Receivable; and
 - C. Salaries Payable/Payroll Register.
 - 3) Schedule of Bills Payable;
 - 4) Time and Attendance Sheets for Payrolls;
 - 5) Cash Control Register for Receipts and Disbursements;
 - 6) Statement of Revenue and Expenditures;
 - 7) Budget and Projection Sheets;
 - 8) Trial Balance; and
 - 9) Source Documentation of Expenditures.
 - b) Submissions to the Grantee:

1. Reimbursement Requests;
2. Source Documentation of Expenses;
3. Time and Attendance Sheets; and
4. Revenue and Expenditure Statements.

c) Other

1. Progressive Activity Report and Back-up Documentation used to develop the report;
2. Inventory Records of Equipment Purchases;
3. Copies of Budget Revisions and Approvals;
4. Activity Plan and Timetable; and
5. Subgrantee Agreement with the Grantee.

(3) Property records shall be maintained for each item of non-expendable property acquired for the program. Non-expendable property is property which will not be consumed or lose its identity by being incorporated into another item of property and costs \$500.00 or more per unit and is expected to have a useful life of two (2) years or more. Grouping of like items, such as chairs with an aggregate cost in excess of \$500.00, shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than \$500.00. The record shall include:

- a) Description of the item or property including model and serial numbers if applicable;
- b) Date of acquisition; and
- c) The acquisition cost or assigned value to the program.

It shall also include information as to whether the item of property was new or used at the time of acquisition. The aggregate of the individual costs shown on the record cards shall equal the balance in the subsidiary cost account for non-expendable property. A physical inventory shall be taken and reconciled with the record card semi-annually. At the conclusion of a project or activity, all non-expendable property acquired for the program shall revert to the Grantee.

h. Reversion of Asset

- (1) This Agreement specifies that any real property under the Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 is either:
 - a) Used to meet one (1) of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement; or
 - b) Is disposed of in a manner which results in the Subgrantee being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG CARES ACT CV 3 funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with the above subsection (a).
- (2) The Grantee requires that whenever CDBG CARES ACT CV 3 grant funds are used in whole or in part for the purchase or construction (including rehabilitation) of property (other than office equipment, supplies, materials, and other personal property used for the administration of the program or any project which is subject to provisions of OMB Super Circular, 2 CFR Part 200:
 - a) Title to said property shall not be transferred for a period of five (5) years from the date of purchase or completion of construction without the approval of the Grantee or DHUD.
 - b) One (1) of the national objectives listed in 24 CFR Part 570.208 will be met.
- (3) Should it be desirable to sell the property or otherwise transfer the ownership before expiration of the five (5) year period, a request should be submitted to the Grantee. Approval from the Grantee of such a request shall require DHUD concurrence and shall be carried out in accordance with g(1)(b) above.
- (4) If the Subgrantee ceases to use any asset acquired with CDBG CARES ACT CV 3 funds for the purpose described in this Agreement, the Subgrantee shall either pay to the Grantee the fair market value of the asset or transfer control of the asset to the Grantee.

i. Prohibition on Lobbying

The Subgrantee certifies to the best of its knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer or an 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, or 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, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The Subgrantee shall require that the language of this 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 Subgrantees shall certify and disclose accordingly.
- (4) No funds, materials, property or services provided directly or indirectly under this Agreement shall be used for publicity or propaganda purposed designed to support or defeat legislation pending before the Congress of the United States, the legislature of the State of Michigan, Saginaw City Council, the Saginaw County Board of Commissioners or any other local legislative body.
- (5) No Agreement funds shall be paid, by or on behalf of the Subgrantee, 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, or the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (6) Religious Lobbying Activities. A Subgrantee that is a faith based organization cannot utilize CDBG CARES CV 3 funds to engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the programs or services funded by DHUD. If the Subgrantee conducts inherently religious activities, such religious activities shall be offered separately, in time or location, from the programs or services supported by CDBG CARES ACT CV 3 funds, and participation must be voluntary for the beneficiaries of the programs, activities or services provided under the CDBG CARES ACT CV 3funded program.

Further, Subgrantees may use space in their facilities to provide CDBG CARES ACT CV 3 funded services without removing religious art, icons, scriptures or other religious symbols. Moreover, the Subgrantee shall not discriminate against a program beneficiary or prospective program

beneficiary on the basis of religion or religious beliefs. In addition, CDBG CARES ACT CV 3 funds may not be used for the acquisition, construction, or rehabilitation of structures that are used wholly for inherently religious activities. If certain conditions specified in 24 CFR Part 200(j)(5) are met, CDBG funds may be used for structures that provide both eligible CDBG CARES ACT CV 3 activities and inherently religious activities.

The Religious Anti-Lobbying Certification form is incorporated into this Agreement and is attached as Exhibit M. Furthermore, the Religious Organization Certification form which is incorporated into this Agreement and is attached as Exhibit N.

- (7) The Subgrantee shall require that the language of the Conflict of Interest, Religious Anti-Lobbying and Religious Organization Certification forms 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 and are required to execute both Certification forms.

These certifications are a material representation of fact upon which reliance was placed by the Grantee upon entering into this Agreement. Submission of these certifications is a prerequisite for making or entering into this transaction imposed by Title 31, U.S. Code, Section 1352. Any person/entity who fails to file the required certifications and execute the Signature page, shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

j. Identification of Documents

All reports, maps, and documents completed as part of this Agreement shall be properly labeled and marked for identification. No reports, maps, or other documents, in part or whole, produced as part of this Agreement shall be the subject of an application for copyright by or on behalf of the Subgrantee. In the event of any invention, improvement, or discovery developed as a result of this Agreement or work thereunder, it shall be made available to the public through the dedication assignment to the government of the United States of America or such other means as DHUD shall determine.

k. Identification of Activities

The Subgrantee agrees to clearly identify all activities and tasks herein required as functions of the local Community Development Block Grant Division CDBG CARES ACT CV 3 funded Program (signs, displays, news releases, letterheads, etc.), as set forth in the Scope of Services.

l. Definition

The term “DHUD” is used herein to mean the Secretary of Housing and Urban Development or the person authorized to act on his/her behalf.

m. Subgrantee Insurance Requirements

Before undertaking any services to be provided under this Agreement, the Subgrantee shall provide to the Grantee’s CDBG Division a certificate of insurance from an insurance carrier approved and admitted in the State of Michigan and acceptable to the Grantee which names the Grantee as an additional insured on the Subgrantee’s general liability insurance policy with minimum general liability of \$1,000,000.00 per occurrence and \$1,000,000.00 per aggregate and where applicable provide professional liability limits of \$500,000.00 per occurrence and \$500,000.00 per aggregate. In addition, the Subgrantee must carry automobile liability and worker’s compensation insurance. Said certificate of insurance shall specify that any such insurance coverage shall not expire or be cancelled or terminated without prior written notice thereof to the Grantee. The Subgrantee must provide a minimum of thirty (30) days written notice prior to cancellation of its policy for any reason to the Grantee.

m. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or material for governmental purposes.

n. Subgrantee is Not A Debarred or Suspended Entity

The Subgrantee is not presently listed by the Grantee or any federal agency as either a debarred or suspended entity and is not currently being considered for debarment from any federal contract activity or Grantee activity. If during the term of this Agreement, the Subgrantee is debarred or suspended it must immediately notify the Grantee. The notice must contain all information regarding the debarment, suspension or proposed debarment or suspension. More importantly, the Subgrantee in carrying out its duties pursuant to this Agreement, cannot employ, contract with or otherwise use subcontractors, service providers, consultants, or any other party that is debarred, suspended or proposed for debarment or suspension from any federal or local contract activity.

o. Conflict of Interest

A separate Conflict of Interest Agreement, which sets forth the Grantee’s guidelines will be incorporated into this Agreement and attached as Exhibit O. In addition, the Conflict of Interest Requirements set forth in the Super Circular, no person that is an employee, agent, consultant, officer, or elected or appointed official of the Subgrantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or how is in a position to participate in a decision making process or gain inside information with regard to

such activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself/herself or for those with whom he/she has family or business ties, during his/her tenure, or for one (1) year thereafter, unless an exception is granted by DHUD. The Subgrantee must inform the Grantee, in writing, of all cases of potential conflict of interest for a determination of applicability of this requirement. The Subgrantee agrees to comply with the conflict of interest provisions set forth in the Grantee's guidelines and procedures and in 24 CFR Part 84.42.

Furthermore, the following conflict of interest statement applies to clients of Subgrantees receiving services specified in this Agreement. The statement is to be on the intake form for clients or accompany this form. "Are you related to or do you have business dealings with Saginaw City Council members, or employees, agents, consultants, officers of the City of Saginaw or this agency, other than as a qualified client of the CDBG CARES ACT CV 3 funded program. Failure to disclose this information may result in the individual(s) being disqualified for assistance.

p. False Information Statement

The following statement regarding false information applies to clients of Subgrantees receiving services specified in this Agreement. The statement is to be on the intake form for clients or accompany this form. "Penalty for false or fraudulent statement: Title 18, U.S. Code, Section 1001, provides: "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false, writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,999.00 or imprisoned not more than five years, or both."

q. Public Access To Program Records

Individuals may obtain copies of program records that are disclosable pursuant to state law, the Freedom of Information Act (FOIA), MCL 15.231, et. seq. Specifically, individuals must submit a FOIA request to the Grantee Manager's Office. The request will be forwarded to the Grantee's CDBG Division for a response. The Grantee must provide a response pursuant to the deadlines set forth in FOIA. Also, pursuant to the state statute and the Grantee's FOIA Policy, the requestor can be charged a fee for copies, postage and staff time for obtaining the information.

r. Record Retention Schedule

The Grantee must retain copies of this Agreement for ten (10) years after the final audit. The time period will commence the day after completion of the final audit. Further, the Subgrantee must retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for a period of ten (10) years. The retention period begins on the date of submission of the Grantee's annual performance and evaluation report to DHUD in which the activities assisted under this 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 ten (10) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the ten (10) year period, whichever occurs later.

s. Record Keeping

The Grantee will retain copies of program records in locked cabinets located within its CDBG Division. In addition, copies of all agreements are also maintained permanently in the Grantee Clerk's Office pursuant to the Grantee's ordinance.

t. Environmental Issues

If a Subgrantee has environmental issues with a property it owns, leases or maintains with CDBG CARES ACT CV 3 funds received from the Grantee, it must immediately notify Grantee of the issues and how it intends to rectify the matter. In addition, Grantee will visit the location to confirm environmental issues.

u. Other

None of the provisions of this Agreement shall be construed so as to create any right, duty, or benefit to third (3rd) parties.

v. Indemnity and Hold Harmless

The Subgrantee agrees to indemnify and hold harmless, and defend the Grantee, its officers, employees and agents, and contractors (hereinafter "Indemnified Parties") from any and all loss, damage, costs, and expenses including actual attorney fees which the Indemnified parties may suffer or incur arising directly or indirectly out of their performance or non-performance of this Agreement except for such losses, damages, costs and expense including actual attorney fees caused by the Indemnified Parties' sole negligence.

w. Collection

As part of the consideration for this Agreement, the party doing business with the Grantee agrees to have withheld from any payment due that party any money owed by that party for taxes, fees or other charges due to the City of Saginaw.

x. Prohibition

Federal regulations require both the Grantee and Subgrantee, to prohibit people or organizations from receiving federal financial assistance that have been debarred or suspended. An updated list of debarred or suspended contractors and/or vendors has been provided by or will be provided by the Grantee.

y. Future Funding Waiver

Subgrantee hereby acknowledges that nothing in this Agreement shall be construed to entitle Subgrantee to any funding other than as expressly provided in this Agreement. Subgrantee shall not be entitled to rely on this Agreement or any expressed or implied representation of the Grantee, its officers, or employees to claim any right to future funding beyond the terms and provisions of this Agreement. Subgrantee expressly waives and relinquishes any claim to future funding unless and until the Subgrantee and Grantee have fully executed a written agreement related to any such future funding.

z. Applicable and Governing Law

Notwithstanding any term or condition of this Agreement, it is agreed by all parties hereto nothing in this Agreement shall relieve any of the parties from adherence to applicable federal, state and local laws. Moreover, the Subgrantee's subcontractors are required to adhere to all applicable federal, state and local laws. In addition, the laws of the State of Michigan shall govern this Agreement and any agreements made between the Subgrantee and subcontractor(s). Venue for any dispute arising under this Agreement shall rest with the courts having jurisdiction of actions in Saginaw County, Michigan.

36. Legal Remedies

If the Subgrantee breaches the terms of this Agreement, the Grantee can pursue all legal remedies available to it, including, but not limited to, filing a lawsuit for breach of contract within the statute of limitations six (6) year time period set forth in MCL 600.5807. Further, if the Grantee determines that a subcontractor is in breach of an agreement that required the Grantee's approval or signature for subcontracted services or materials in the amount of \$2,000.00 or more, the Grantee can pursue all legal remedies available to it, including but not limited to, filing a lawsuit for breach of contract within the statute of limitations six (6) year timed period set forth in MCL 600.5807.

37. Required Corporate Registration with the State of Michigan Department of Licensing and Regulatory Affairs Corporation Division

The Subgrantee is required to be a registered and active corporation with the State of Michigan Department of Licensing and Regulatory Affairs Corporation Division (LARA) at the time this Agreement is executed and during the entire term of this Agreement. If the Subgrantee is not registered with LARA or the corporation is dissolved by LARA at the time the parties are prepared to execute this Agreement, the Subgrantee will be ineligible for CDBG funding and funds will be reallocated to another entity. Furthermore, if during the term of this Agreement the Subgrantee nonprofit corporation is dissolved by LARA, this Agreement is automatically terminated and the Grantee will recapture the funds and reallocate them to another entity.

38. Nonprofit Organization Certification Form

The Subgrantee is required to execute the Nonprofit Organization Certification Form which states that it is a nonprofit organization, at the time this Agreement is

executed by the parties. The Nonprofit Organization Certification will be incorporated into this Agreement and attached as Exhibit P.

39. Required United States Department of Treasury Internal Revenue Service 501(c)(3) or (c)(4) Tax Exempt Status

The Subgrantee is required to have either its 501(c)(3) or (c)(4) tax exempt status from the United States Department of Treasury Internal Revenue Service (IRS) at the time this Agreement is executed by the parties and it must be maintained during the entire term of this Agreement. If the Subgrantee does not have its 501(c)(3) or (c)(4) tax exempt status or it has been has been revoked by the IRS prior to the execution of this Agreement, the Subgrantee will be ineligible for CDBG funding and funds will be reallocated to another entity. Furthermore, if during the term of this Agreement the IRS revokes the Subgrantee's 501(c)(3) or (c)(4) tax exempt status, this Agreement is automatically terminated and the Grantee will recapture the funds and reallocate them to another entity.

40. Required Unique Entity Identifier Number

The Subgrantee is required to have a Unique Entity Identifier Number at the time this Agreement is executed and during the entire term of this Agreement. The Subgrantee must obtain an UEI number at www.SAM.gov. It is not required to register as an entity with SAM.gov, but only to obtain a UEI number through that website. If the Subgrantee does not have a UEI Number at the time the parties are prepared to execute this Agreement, the Subgrantee will be ineligible for CDBG funding and funds will be reallocated to another entity. Furthermore, if during the term of this Agreement the Subgrantee corporation is dissolved by LARA, this Agreement is automatically terminated and the Grantee will recapture the funds and reallocate them to another entity.

41. Amendments

The parties can amend this Agreement at any time. However, all amendments must make specific reference to this Agreement, be executed in writing, signed by a duly authorized representative of each organization and approved by City Council. The amendments shall not invalidate this Agreement, nor release the Grantee or the Subgrantee from its obligations under this Agreement.

42. Severability

If any provision of this Agreement is held to be invalid, the reminder of the Agreement shall not be affected and all other parts of this Agreement shall remain in full force and effect.

43. Waiver

The Grantee's failure to act with respect to a breach by the Subgrantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right of provision shall not constitute a waiver of such right or provision.

44. Original Signatures on Documents

Subgrantee is required to provide original signatures and not stamped signatures on documents. If the Subgrantee fails to do so, the Grantee will return the documents to the Subgrantee and will not accept them until it receives documents with original signatures.

45. Certifications and Conflict of Interest Signature Page

The following certifications will have one signature page which is attached as Exhibit Q: Religious Anti-Lobbying, Religious Organization, Conflict of Interest Requirements and Nonprofit Organization.

46. Electronic Signatures

If the Subgrantee is unable to sign documents in the presence of Grantee's CDBG staff and provide that copy to Grantee's CDBG personnel, it can sign documents and submit them to the Grantee pursuant to state law, MCL 450.837.

47. Entire Agreement

This Agreement constitutes the entire agreement between the Grantee and the Subgrantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the Grantee and the Subgrantee with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GRANTEE:

CITY OF SAGINAW,
a Michigan municipal corporation

SUBGRANTEE:

UNITED WAY OF SAGINAW COUNTY, a
Michigan nonprofit corporation

By: Brenda F. Moore
Its: Mayor

By: Audra Davis
Its: President & Chief Executive Officer

Council Communication

Item Number: 3.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: Homeland Title Company (CDBG) Activities
Prepared By: Kanah Franklin, Deputy Director of Community Services

Manager's Recommendation:

Approve the purchase with Homeland Title Company for \$7,000 for title services for the Community Development Block Grant – Residential Loan Division.

Justification:

On March 29, 2022, the City received a multi-year bid for title services for FY 2023 through FY 2025. Homeland Title Company agreed to extend their FY 2025 prices for FY 2026, and on June 9, 2026, Homeland Title Company once again agreed to extend their FY 2025 bid prices for FY 2027.

Homeland Title Company provides title services for Community Development Block Grant for all our programs that require these services. This includes but is not limited to rehabilitation, new construction, demolition, and land banking of property to foster neighborhood stabilization. The purchase order is necessary to meet the needs of the program in responding to the upturn in entreats.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the CDBG Residential Loan Fund, Residential Loan Division, Professional Services Account No. 276-694.05-824.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 4.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: July Budget Adjustment
Prepared By: Yolanda Bland, Director of OMB

Manager's Recommendation:

Approve the amendments to the FY 2027 Approved Budget to recognize changes that have occurred during the July period.

Justification:

The 2026/2027 annual budget will be adjusted in accordance with Public Act 2 of 1968, Uniform Budgeting and Accounting Act, the City Charter; and the approved 2027 Budget Resolution, which states that the City Manager must provide budget adjustments to City Council quarterly and/or as needed. As a result of the City Manager's monthly analysis for July, the below-mentioned budget adjustments take into consideration any errors, omissions, or changes in the funding levels and expenditure approved by the City Council as prescribed by the City Charter.

In review of the General Fund, it is recommended that this fund be increased by \$2,465,366 from \$46,178,972 to \$48,644,338, for the following reasons:

- On June 22, 2026, City Council approved the professional services agreement with Dickinson Wright, PLLC to provide legal services for the installment contract agreement for the purchase of a fire apparatus. A budget adjustment is required to carry forward purchase order 0525089 for the purchase of the 2026 fire apparatus. Expenditures will be realized in the General Fund, Community Public Safety – Fire, Fire Apparatus and Maintenance Division, Professional Services Account No. 101-347.01-801.000 \$8,500. To offset the increase in expenditure, there will be an appropriation of fund equity.
- On June 22, 2026, City Council approved the purchase of a 2026 fire apparatus with Sutphen Corporation in the amount of \$1,514,172. A budget adjustment is required to carry forward purchase order 0525062 for the purchase of the Sutphen SL75 Fire Apparatus. Expenditures will be realized in the General Fund, Community Public Safety – Fire, Fire Apparatus and Maintenance Division, Vehicles Account No. 101-347.01-982.000. To offset the increase in expenditure, a corresponding increase of \$1,514,172 will be recognized in the General Fund Revenues, Installment Contract Proceeds Account No. 101-000.00-675.004.
- A budget adjustment is required to recognize a carryforward of federal

reimbursement of \$10,000 for Community Public Safety – Fire for overtime incurred from training that was provided in February and May. These funds were not totally expended during FY 2026 and will be utilized in the FY 2027 budget. Revenues will be realized in the General Fund Revenues, Restricted Fund Equity Account No. 101-000.00-969.000 of \$10,000. To offset the increase in revenues, there will be the same increase to the General Fund, Community Public Safety – Fire, Fire Operations Overtime Account No. 101-344.01-704.000.

- In May of 2026, the City Council approved acceptance of Public Safety Revenue Sharing from the State of Michigan in the amount of \$932,695. As these funds were not expended during FY 2026, a budget adjustment is necessary to carry the funds forward into the FY 2027 budget for their intended use. Expenditures will be recognized in the General Fund, Community Public Safety – Police, State of Michigan Public Safety Grant Division, Professional Services Account No. 101-307.36-801.000 in the amount of \$932,695. To offset the increase in expenditures, a corresponding increase of \$932,695 will be recognized in the appropriation of restricted fund equity.

The Community Development Block Grant (CDBG) Fund (275) should be increased \$288,958, from \$2,204,484 to \$2,493,442. This increase is to recognize the carryforward of CDBG COVID-19 funds from the Department of Housing and Urban Development under the Coronavirus Aid, Relief and Economic Security Act (CARES Act). These funds will be utilized for education programs targeted to students from low- and moderate-income families who may have fallen behind in their education.

Expenditures will be recognized in this fund's COVID Subgrantees Division, COVID Subgrantee Account No. 275-694.04-965.001. To offset this increase in expenditure, there will be the same increase in revenues to CDBG COVID Account No. 275-000.00-522.000.

The Capital Project Fund (401) should be increased from \$496,183 to \$991,183, which is a \$495,000 increase. This adjustment is required to recognize carryforward of purchase order 0517959 with Spence Brothers Inc, for the ARPA Saginaw City Hall Renovations and Upgrade. Expenditures will be recognized in this fund's Facilities Division, Professional Services Account No. 401-265.00-801.000 of \$495,000. To offset the increase in expenditure, a corresponding increase of \$495,000 will be recognized in the appropriation of available fund equity.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 5.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: Citywide Uniform Rental Service
Prepared By: Jay Gustin, Facilities Administrator

Manager's Recommendation:

Approve the purchase with Cintas Corporation for \$50,260 for FY 2027, and pending budget approval for FY 2028, for Citywide uniform rental services for all departments except Fire and Police.

Justification:

Uniforms are provided for personnel in accordance with the collective bargaining agreement between the City of Saginaw and SEIU Local 517M. Cintas Corporation currently holds the State of Michigan MiDeal Contract No. MA250000000086 for uniform rental services.

Other costs associated with uniform rental services, such as set-up cost, damaged or lost product fees, restocking fees, and special size charges, are priced per occurrence. Departments have budgeted an additional allowance to cover these types of fees and any unknown staff changes and uniform needs that occur throughout the year. When garments become excessively worn, soiled, or mended, the old garments are replaced to present a good personal appearance.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Department of Public Services, Cemeteries Division, Operating Services Account No. 101-567.00-805.000 \$823.68, Streetlighting Division, Operating Services Account No. 101-448.00-805.000 \$264.74, Facilities Division, Operating Services Account No. 101-265.00-805.000 \$2,882.88, the Major Streets Fund, Traffic Engineering Division, Operating Services Account No. 202-447.03-805.000 \$849.12, Routine Maintenance Division, Operating Services Account No. 202-449.02-805.000 \$3,423.12, the Local Streets Fund, Traffic Engineering Division, Operating Services Account No. 203-447.03-805.000 \$584.38, the Rubbish Collection Fund, Brush Collection Division, Operating Services Account No. 226-523.00-805.000 \$605.48, Recycling Division, Operating Services Account No. 226-524.00-805.000 \$315.24, Composting Division, Operating Services Account No. 226-525.00-805.000 \$340.24, Yard Waste Division, Operating Services Account No. 226-530.00-805.000

\$870.72, the Sewer Operations and Maintenance Fund, Maintenance and Services Division, Operating Services Account No. 590-541.02-805.000 \$5,000.00, Treatment and Pumping Division, Operating Services Account No. 590-542.02-805.000 \$16,000.00, and Remote Facilities Division, Operating Services Account No. 590-548.00-805.000 \$4,000.00, the Water Operations and Maintenance Fund, Maintenance and Services Division, Operating Services Account No. 591-541.01-805.000 \$5,000.00, and Treatment and Pumping Division, Operating Services Account No. 591-542.01-805.000 \$7,000.00, the Motor Pool Operations Fund, Garage Operations Division, Operating Services Account No. 661-272.03-805.000 \$2,300.00.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 6.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: City-Wide Annual Window Cleaning Services
Prepared By: Jay Gustin, Facilities Administrator

Manager's Recommendation:

Approve the purchase with Great Lakes Window Cleaning for \$9,360 for FY 2027, and pending budget approval, \$9,360 for FY 2028 and FY 2029 for annual window cleaning services at various City facilities.

Justification:

The annual window cleaning service requires that the windows be cleaned inside and out, including screens, twice per year. The city facilities to receive this service are City Hall, Police Department, Public Works, and Maintenance and Service. On April 28, 2026, the following bids were received:

Vendor	FY 2027	FY 2028	FY 2029
Great Lakes Window Cleaning Lansing, MI	\$9,360.00	\$9,360.00	\$9,360.00
Pure Exterior Cleaning Saginaw, MI	\$10,150.00	\$10,150.00	\$10,150.00
Shine of Midland Midland, MI	\$12,010.00	\$12,600.00	\$13,230.00
Global Building Maintenance Redford, MI	\$13,400.00	\$13,400.00	\$14,400.00
The Wash Boys Saginaw, MI	\$20,670.00	\$21,110.00	\$21,550.00
MIS Corporation Saginaw, MI	\$23,668.00	\$25,086.00	\$26,594.00

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds for this purchase are budgeted in the General Fund, Department of Public Services, Facilities Division, Operating Services Account No. 101-265.00-805.000 \$4,190.00, Community Public Safety, Police Building Management Division, Operating Services Account No. 101-303.00-805.000 \$1,390.00, Public Works Building Fund, Operating Services Account No. 601-441.00-805.000 \$2,290.00, Sewer Operations and Maintenance Fund, Maintenance and Service Division, Professional Services Account No. 590-541.02-801.000 \$745.00 and the Water Operations and Maintenance Fund, Maintenance and Service Division, Professional Services Account No. 591-541.01-801.000 \$745.00.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 7.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: City Wide Annual Trash Pick-Up Services
Prepared By: Jay Gustin, Facilities Administrator

Manager's Recommendation:

Approve the purchase with Priority Waste LLC for an amount not to exceed \$11,868 for FY 2027 and not to exceed \$12,225 for FY 2028, pending budget approval, for Citywide trash pick-up services for all departments.

Justification:

On June 2, 2026, bids were received for the annual citywide trash disposal services. This service requires delivery and pick-up trash containers to designated city-owned properties. The city properties that will receive these services are Maintenance & Service, Police Department, Traffic Engineering, Water Treatment, Facilities Maintenance, Celebration Park, Hoyt Park, Andersen Enrichment Center, Forest Lawn Cemetery, and Fire Stations No. 1 through 4.

The following is a tabulation of the bids received:

Vendor	FY 2027 Cost	FY 2028 Cost
Priority Waste LLC Clinton Twp, MI	\$11,868.00	\$12,224.04
GFL Environmental Saginaw, MI (out city)	\$11,988.00	\$12,540.00
Waste Management of Michigan Saginaw, MI (out city)	\$16,464.00	\$17,781.12

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Community Public Safety, Police, Building Management Division Operating Services, Account No. 101-303.00-805.000 \$2,148.00 Community Public Safety, Fire, Fire Suppression Division Operating Services, Account No. 101-344.01-805.000 \$1,680.00, Department of Public Services, Facilities Division

Operating Services, Account No. 101-265.00-805.000 \$2,160.00, Cemeteries Division, Operating Services Account No. 101-567.00-805.000 \$1,080.00, Celebration Park Division Operating Services Account No. 101-756.00-805.000 \$600.00, Parks and Ground Maintenance Division Operating Services Account No. 101-770.00-805.000 \$840.00, Major Street Fund, Traffic Engineering Division Operating Services Account No. 202-447.03-805.000 \$600.00, Andersen Enrichment Center Operations Fund, Operating Services Account No. 236-754.00-805.000 \$840.00, Sewer Operations and Maintenance Fund, Maintenance and Service Division Operating Services, Account No. 590-541.02-805.000 \$420.00, Water Operations and Maintenance Fund, Maintenance and Service Division Operating Services, Account No. 591-541.01-805.000 \$420.00 and the Treatment and Pumping Division Operating Services, Account No. 591-542.01-805.000 \$1,080.00 and will be budgeted in the same accounts for FY 2028, pending budget approval.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 8.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: Blanket Purchase Order for Alta Equipment Company, Parts
Prepared By: Alex Niedecken, Motor Pool Administrator

Manager's Recommendation:

Approve the blanket purchase order with Alta Equipment Company for \$5,000 for services for the Public Services Department, Motor Pool Division.

Justification:

The City's Municipal Garage is required to purchase various parts through Alta because it is the authorized supplier for specialty items used on less common equipment, such as emulsion sprayers, Durapatchers, pothole patching wagons, and similar equipment. The majority of these parts are only available through this vendor.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Motor Pool Operation Fund, Garage Operations Division, Motor Vehicle Supplies Account No. 661-272.03-737.000 and will be accounted for in the Motor Pool Operation Fund, Inventory Account No. 661-000.00-110.001.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 9.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: Emergency Vehicle Repair Service– Streets Division
Prepared By: Alex Niedecken, Motor Pool Administrator

Manager's Recommendation:

Ratification of a purchase with Wieland Truck Center for \$8,291 for a replacement EGR part for a 2015 7400 International Swap Loader for the Public Services Department, Streets Division.

Justification:

On June 23, 2026, Emergency Purchase Order #525070 was issued to Wieland Truck Center for repairs to Vehicle #53-0414. It is currently out of service due to internal mechanical issues that have rendered the unit inoperable. Wieland Truck is one of the City's primary heavy-duty repair vendors and has provided many years of affordable, reliable service to the City's fleet. They have consistently demonstrated exceptional turnaround times and quality workmanship.

This truck is a critical component of Streets Division operations and is used extensively for street sweeping support, debris hauling, and concrete projects. These activities are especially prevalent during this time of year, making the timely return of this vehicle to service essential to maintain operational efficiency.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in Motor Pool Operation Fund, Garage Operations Division, Motor Vehicle Repairs Account No. 661-272.03-931.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 10.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: Annual Catch Basin and Sewer Debris Hauling
Prepared By: Wayne Tornberg, Assistant Superintendent of Maintenance & Service

Manager's Recommendation:

Approve the purchase with GFL Environmental for \$39,000 for FY 2027; and pending budget approval, \$40,380 for FY 2028 for catch basin and sewer debris hauling for the Public Service Department, Maintenance and Service Division.

Justification:

On June 9, 2026, the City received bids for catch basin and sewer debris hauling for the Maintenance and Service Division. This service provides 20 cubic yard containers to landfill the City's sewer debris from main line sewer and catch basin activities, which amount to approximately 1,200 cubic yards of debris annually. The following is a tabulation of the bids received:

<u>Vendor</u>	<u>FY 2027</u>	<u>FY 2028</u>
GFL Environmental Saginaw, MI (In City)	\$ 39,000.00	\$ 40,380.00
Waste Management of Michigan Saginaw, MI (In City)	\$ 93,870.00	\$ 98,563.20
Young's Environmental Cleanup, Inc. Flint, MI	\$ 143,400.00	\$ 157,800.00

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Sewer Operations and Maintenance Fund, Maintenance and Service Division, Operating Services Account No. 590-541.02-805.000 \$39,000.00 and will be budgeted in the FY2028 Sewer Operations and Maintenance Fund, Maintenance and Service Division, Operating Services Account No. 590-541.02-805.000 \$40,380.00, upon approval of the FY2028 budget.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 11.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: Concrete Ready Mix Annual Supply
Prepared By: Wayne Tornberg, Assistant Superintendent of Maintenance & Service

Manager's Recommendation:

Approve the purchase with Smyrna Ready Mix DBA SRM Concrete for an annual amount not to exceed \$500,000 for FY 2027 and not to exceed \$500,000 for FY 2028, pending budget approval, for ready mix concrete for the Public Services Department, Maintenance and Service Division.

Justification:

On June 26, 2026, the Public Services Department received two quotes for ready mix concrete, which will be used for concrete restoration throughout the City's right of way as part of ongoing maintenance work to the water distribution, water transmission and sewer collection systems. The Maintenance & Service Division conducts approximately 900 excavations in the right of way each year, requiring repairs to sidewalks, driveways and roadways. Bids were requested, but no bids were received on June 9, 2026. Quotes were then solicited for the materials. The following is a tabulation of the quotes received:

Vendor	Item	FY 2027	FY 2028
Smyrna Ready Mix	MDOT 3500HP Mix 6 sack	\$163.00/cyd	\$171.00/cyd
	MDOT 3500HP Mix 7 sack	\$169.00/cyd	\$177.00/cyd
	MDOT 3500HP Mix 8 sack	\$175.00/cyd	\$183.00/cyd
R&R Ready Mix Inc.	MDOT 3500HP Mix 6 sack	\$168.00/cyd	\$174.00/cyd
	MDOT 3500HP Mix 7 sack	\$180.00/cyd	\$186.00/cyd
	MDOT 3500HP Mix 8 sack	\$190.00/cyd	\$196.00/cyd

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operation and Maintenance Fund, Lead & Copper Service Line Maintenance Division, Street and Road Materials Account No. 591-543.00-743.000 \$170,000.00, Maintenance and Service Division, Street and Road Materials Account No. 591-541.01-743.000 \$165,000.00 and Sewer Operations and Maintenance

Fund, Maintenance and Service Division, Street and Road Materials Account No. 590-541.02-743.000 \$165,000.00 and will be budgeted in the FY2028 Water Operation and Maintenance Fund, Lead & Copper Service Line Maintenance Division, Street and Road Materials Account No. 591-543.00-743.000 \$170,000.00, Maintenance and Service Division, Street and Road Materials Account No. 591-541.01-743.000 \$165,000.00 and the FY2028 Sewer Operations and Maintenance Fund, Maintenance and Service Division, Street and Road Materials Account No. 590-541.02-743.000 \$165,000.00, upon approval of the FY2028 budget.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 12.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: METRO Act Application
Prepared By: Travis Hare, Deputy Director of Public Works

Manager's Recommendation:

Approve the Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act Unilateral Application and Permit with McLeodUSA Telecommunications Services, LLC for the Public Services Department, Right of Way Division.

Justification:

McLeodUSA Telecommunications Services, LLC of Lansing, Michigan, has applied for a Unilateral Permit pursuant to the METRO Act; Public Act No.48 of the Public Acts of 2002, as amended. McLeodUSA Telecommunications Services, LLC of Lansing, Michigan is a new provider in the City of Saginaw and is a Competitive Local Exchange Carrier. McLeodUSA Telecommunications Services, LLC plans to have fiber optic cable installed to expand high-speed communications for its current internet providers.

Unilateral permits pursuant to the METRO Act are for a duration of 5 years. This permit will expire on July 13, 2031, unless McLeodUSA Telecommunications Services, LLC is seeking renewal they should begin the process well in advance of expiration to avoid any lapse in right-of-way access. The City requires a 12-month notice to renegotiate the terms of the renewal.

It does not change the relationship between the parties, requirements regarding the payment of fees, or requirements regarding the construction and maintenance of telecommunications facilities within the City's rights-of-way.

The METRO Act was created to, among other things, streamline the process for authorizing access to and use of public rights-of-way by telecommunications providers and ensure the reasonable control and management of public rights-of-way by municipalities. A telecommunications provider using or seeking to use the public rights-of-way for its facilities must obtain a permit from the municipality and pay all fees required under the Act. The Act determines all aspects of the permitting process, including application, dispute resolution, and fees. The Act requires that municipalities act reasonably and promptly on all applications for a permit and must grant providers a permit for access to and use of all public rights-of-way.

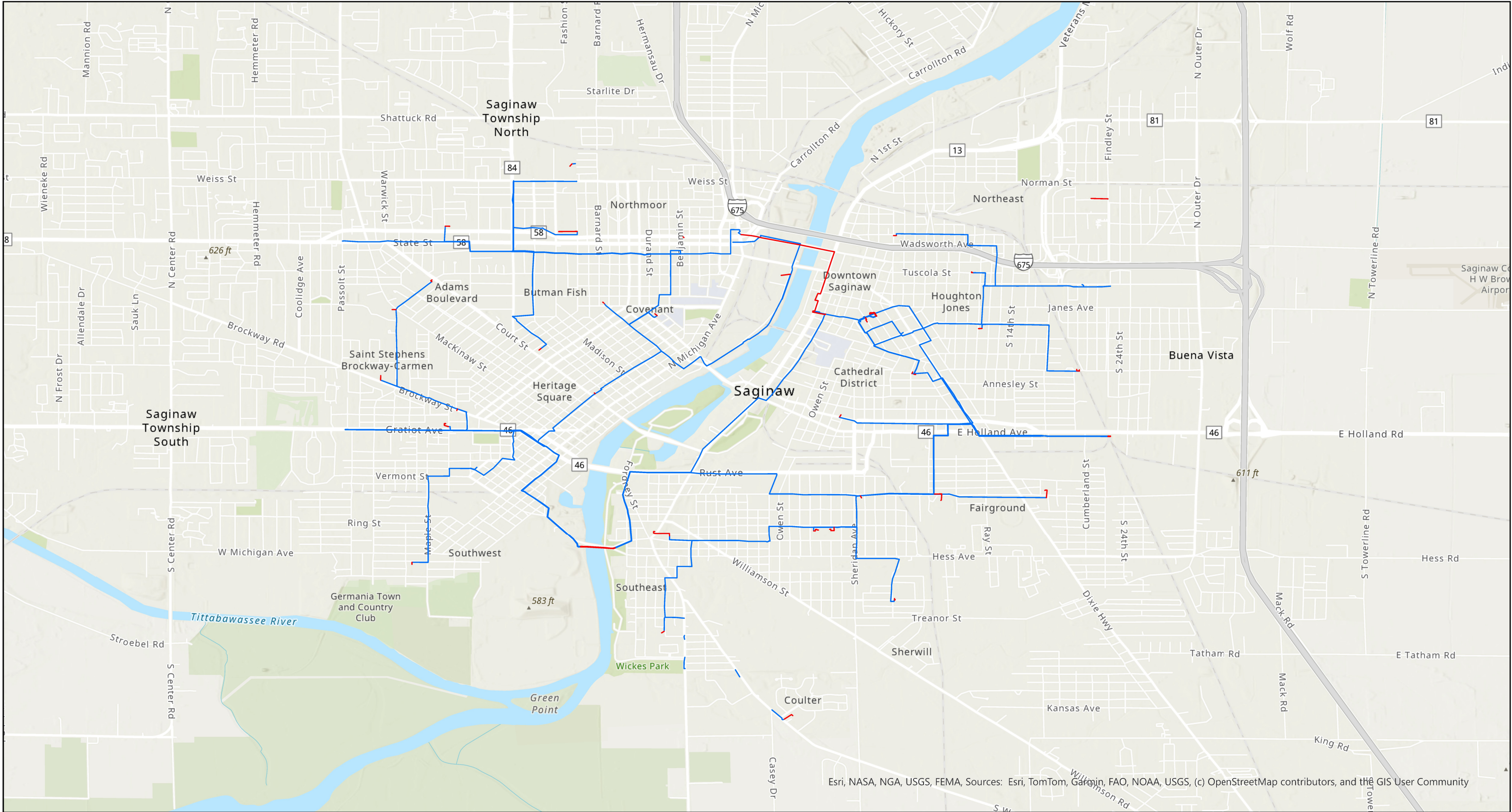
Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. McLeodUSA Telecommunications Services, LLC - Saginaw Route Map
2. 2026 Unilateral_ROW_Permit McLeod-Saginaw

Saginaw, MI



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Fiber

Placement	Footage:
— Aerial	Aerial 229003.88
— Underground	Underground 16595.00
	Grand Total 245598.88

**METRO Act
Unilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this 13 day of July, 2026 by the City of Saginaw, Michigan.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Supervisor or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of-Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean the City of Saginaw, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean McLeodUSA Telecommunications Services, LLC organized under the laws of the State of Iowa, whose address is 4005 Rodney Parham Road, Little Rock, AR 72212.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
- 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.
- 2.4 Additional Conditions. Permittee is subject to the additional conditions contained in Exhibit C.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is Chris Rogers, Construction Manager III, 800 N Durand Rd, Corunna, MI 48817, Chris.rogers@uniti.com, 812-459-6649.
- 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is N/A.

3.1.3 The name, title, address, e-mail address and telephone numbers

Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Chris Rogers.

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Chris Rogers.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. NOC 800-236-7284.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials.

Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with

Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities,

commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality

from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Five years from the Date of Issuance; or
- 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
- 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and

installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time

period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

- 11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality to:

12.1.2 If to Permittee, to Bryan Bogan, 4005 N Rodney Parham Rd, Little Rock AR 72212 with a copy to Legal, legal@uniti.com.

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Saginaw

Attest:

By: Kristine Bolzman

By: Timothy Morales

Its: City of Saginaw – Clerk

Its: City of Saginaw – City Manager

Date: _____

Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

MCLEODUSA TELECOMMUNICATIONS
SERVICES, LLC.

By: _____
Its: _____
Date: _____

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

The Public Right-of-Way that Company is granted access to and the use of for approximately 229,003 feet of aerial fiber and 16,595 linear feet of underground fiber optic cable shown in the Route Map.

Exhibit B

Bond

As authorized under Section 8 of the Permit that this Exhibit is attached to and part of, a Bond conforming to these specifications and requirements is required in an amount that does not exceed the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition during and after Permittee's access and use.

The Bond shall be approved by Municipality and shall be posted with Municipality before any construction or engineering permit may be issued and as a requirement for effectiveness of this Permit under Section 13.2.

The initial amount of the Bond required by this Permit shall be \$_____ and may be modified by Municipality based on the construction plans approved by Municipality.

During the term of this Permit, Municipality reserves the right to require an increase of the Bond amount before issuing construction or engineering permits for installation of additional Facilities in the Public Right-of-Way, or if the Bond is no longer sufficient to cover the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition during and after Company's access and use, by at least 60 days written notice to Company of the increased amount and date it is to be provided.

Exhibit C Conditions

As provided in Section 2.4, this Permit and Permittee's access to and usage of the Public Right-of-Way is conditioned on, subject to, and requires compliance with the following Conditions:

1. Any permanent above ground Facilities associated with buried Facilities, such as pull boxes, shall not extend above existing grade more than necessary to the purpose of the Facility and shall be approved by Municipality at the time of construction permit review, and thereafter installed and maintained by Permittee at its expense.
2. Company shall be required to provide photo or video of the conditions of the Right-of-Way prior to installation of any facilities.
3. Company shall have 6 months from time of work completion to restore any disturbance or damage to any portion of the Right-of-Way. In the event that Right-of-Way is not restored, Municipality may make the repair, and Company shall pay the costs as stated in Section 4.3.
4. Company shall inform the Municipality of any delays or changes in project timelines, and if projects will be delayed more than 6 months and site shall be stabilized.
5. Company shall inform all residents about projects prior to starting work and shall maintain communication with residents throughout the project as appropriate.
6. Company shall coordinate with the Municipality if any Municipal projects are located where work is proposed.
7. The Municipality prefers and encourages that all facilities be placed underground and flush to the existing grade.

Council Communication

Item Number: 13.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: METRO Act Application
Prepared By: Travis Hare, Deputy Director of Public Works

Manager's Recommendation:

Approve of the Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act Unilateral Application and Permit with Windstream Norlight, LLC for the Public Services Department, Right of Way Division.

Justification:

Windstream Norlight, LLC of Lansing, Michigan has applied for a Unilateral Permit pursuant to the METRO Act; Public Act No.48 of the Public Acts of 2002, as amended. Windstream Norlight, LLC of Lansing, Michigan is a new provider in the City of Saginaw and is a Competitive Local Exchange Carrier. Windstream Norlight, LLC plans to have fiber optic cable installed to expand high-speed communications for its current internet providers.

Unilateral permits pursuant to the METRO Act are for a duration of 5 years. This permit will expire on July 13, 2031, unless, Windstream Norlight, LLC, is seeking renewal they should begin the process well in advance of expiration to avoid any lapse in right-of-way access., the City requires a 12-month notice to renegotiate the terms of the renewal.

It does not change the relationship between the parties, requirements regarding the payment of fees, or requirements regarding the construction and maintenance of telecommunications facilities within the City's rights-of-way.

The METRO Act was created to, among other things, streamline the process for authorizing access to and use of public rights-of-way by telecommunications providers and ensure the reasonable control and management of public rights-of-way by municipalities. A telecommunications provider using or seeking to use the public rights-of-way for its facilities must obtain a permit from the municipality and pay all fees required under the Act. The Act determines all aspects of the permitting process, including application, dispute resolution, and fees. The Act requires that municipalities act reasonably and promptly on all applications for a permit and must grant providers a permit for access to and use of all public rights-of-way.

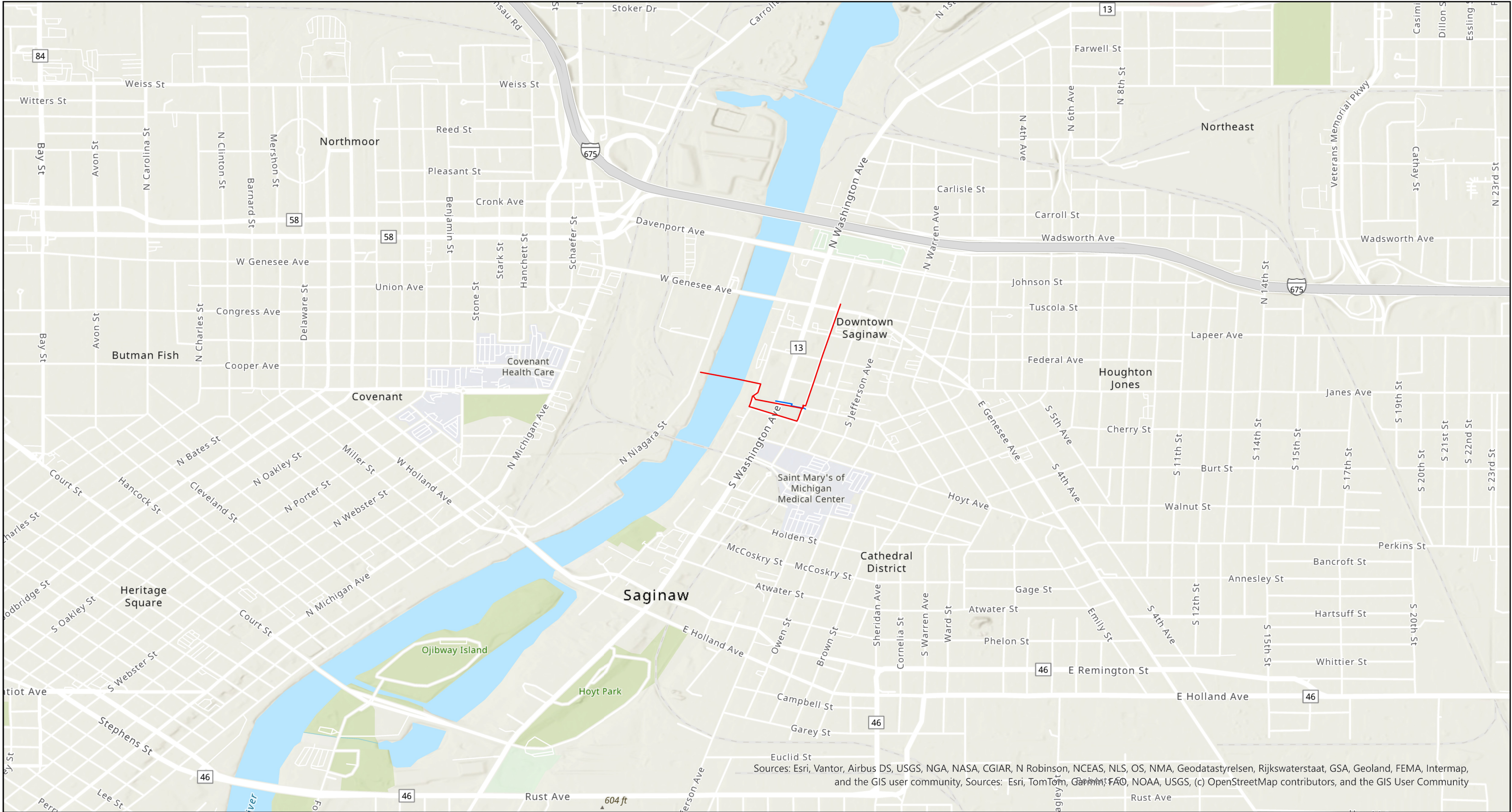
Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

1. Windstream Norlight LLC -Saginaw Norlight Map
2. 2026 Unilateral_ROW_Permit Norlight-Saginaw

Saginaw, MI



Fiber

Placement

- Aerial
- Underground

Footage:
Aerial 435.86
Underground 4717.87
Grand Total 5153.73

**METRO Act
Unilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

This permit issued this 13 day of July, 2026 by the City of Saginaw, Michigan.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Supervisor or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of-Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean the City of Saginaw, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall mean Windstream Norlight, LLC organized under the laws of the State of Kentucky, whose address is 4005 Rodney Parham Road, Little Rock, AR 72212.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.
 - 2.1.1 Exhibit A may be modified by Manager upon written request by Permittee.
 - 2.1.2 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.
- 2.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.
- 2.4 Additional Conditions. Permittee is subject to the additional conditions contained in Exhibit C.

3 Contacts, Maps and Plans

- 3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:
 - 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is Chris Rogers, Construction Manager III, 800 N Durand Rd, Corunna, MI 48817, Chris.rogers@uniti.com, 812-459-6649.
 - 3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is N/A.

3.1.3 The name, title, address, e-mail address and telephone numbers

Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Chris Rogers.

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Chris Rogers.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. NOC 800-236-7284.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials.

Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.
- 4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.
- 4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with

Permittee's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities,

commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality

from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Five years from the Date of Issuance; or
- 7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or
- 7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and

installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

- 10.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time

period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

- 11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality to:

12.1.2 If to Permittee, to Bryan Bogan, 4005 N Rodney Parham Rd, Little Rock AR 72212 with a copy to Legal, legal@uniti.com.

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Saginaw

Attest:

By: Kristine Bolzman

By: Timothy Morales

Its: City of Saginaw – Clerk

Its: City of Saginaw – City Manager

Date: _____

Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

WINDSTREAM NORLIGHT, LLC.

By: _____

Its:

Date: _____

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

The Public Right-of-Way that Company is granted access to and the use of for approximately 435 feet of aerial fiber and 4,718 linear feet of underground fiber optic cable shown in the Route Map.

Exhibit B

Bond

As authorized under Section 8 of the Permit that this Exhibit is attached to and part of, a Bond conforming to these specifications and requirements is required in an amount that does not exceed the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition during and after Permittee's access and use.

The Bond shall be approved by Municipality and shall be posted with Municipality before any construction or engineering permit may be issued and as a requirement for effectiveness of this Permit under Section 13.2.

The initial amount of the Bond required by this Permit shall be \$_____ and may be modified by Municipality based on the construction plans approved by Municipality.

During the term of this Permit, Municipality reserves the right to require an increase of the Bond amount before issuing construction or engineering permits for installation of additional Facilities in the Public Right-of-Way, or if the Bond is no longer sufficient to cover the reasonable cost to ensure that the Public Right-of-Way is returned to its original condition during and after Company's access and use, by at least 60 days written notice to Company of the increased amount and date it is to be provided.

Exhibit C

Conditions

As provided in Section 2.4, this Permit and Permittee's access to and usage of the Public Right-of-Way is conditioned on, subject to, and requires compliance with the following Conditions:

1. Any permanent above ground Facilities associated with buried Facilities, such as pull boxes, shall not extend above existing grade more than necessary to the purpose of the Facility and shall be approved by Municipality at the time of construction permit review, and thereafter installed and maintained by Permittee at its expense.
2. Company shall be required to provide photo or video of the conditions of the Right-of-Way prior to installation of any facilities.
3. Company shall have 6 months from time of work completion to restore any disturbance or damage to any portion of the Right-of-Way. In the event that Right-of-Way is not restored, Municipality may make the repair, and Company shall pay the costs as stated in Section 4.3.
4. Company shall inform the Municipality of any delays or changes in project timelines, and if projects will be delayed more than 6 months and site shall be stabilized.
5. Company shall inform all residents about projects prior to starting work and shall maintain communication with residents throughout the project as appropriate.
6. Company shall coordinate with the Municipality if any Municipal projects are located where work is proposed.
7. The Municipality prefers and encourages that all facilities be placed underground and flush to the existing grade.

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Council Communication

Item Number: 14.

Date: July 13, 2026
From: Timothy Morales, City Manager
Subject: Blanket Purchase Orders for FY2027
Prepared By: John Frollo, Superintendent of Wastewater Treatment

Manager's Recommendation:

Approve the blanket purchase orders to specified vendors for a total amount of \$282,300 for various parts and supplies for the Water and Wastewater Treatment Services Department, Wastewater Treatment and Pumping and Remote Facilities Divisions for FY 2027.

Justification:

Time and experience have shown that certain vendors reliably provide the lowest price on certain parts and supplies. These include pump packing, bearings, nuts and bolts, piping, safety supplies, welding supplies, cleaning supplies, laboratory supplies, and repair parts only available from a sole source. Wastewater personnel will continue to solicit quotes for items purchased to ensure that we obtain the lowest possible price. Issuing individual purchase orders is costly and administratively time-consuming; therefore, we are requesting authorization to issue blanket purchase orders as follows:

Vendor	Amount	GL Account #
Alro Steel Corporation Saginaw, MI	\$4,600.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Airgas USA LLC Saginaw, MI	\$2,500.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Applied Industrial Technologies Saginaw, MI	\$5,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Brehob Corporation Troy, MI	\$3,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Dubois-Cooper Associates, Inc. Plymouth, MI	\$3,000.00	590-548.00-742.000 (100%)
Etna Supply Company Saginaw, MI	\$2,500.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)

Fastenal Company Saginaw, MI	\$3,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Fisher Scientific Company LLC Hanover Park, IL	\$15,000.00	590-542.02-734.000 (100%)
Grainger Lincolnshire, IL	\$15,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Hamlett Environmental Technologies Howell, MI	\$6,000.00	590-548.00-742.000 (100%)
Home Depot Saginaw, MI	\$10,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Idexx Distribution, Inc. Westbrook, ME	\$15,000.00	590-542.02-734.000 (80%) 590-548.00-734.000 (20%)
JWC Environmental Hillsboro, OR	\$40,000.00	590-542.02-742.000 (100%)
Kendall Electric, Inc. Saginaw, MI	\$30,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Kennedy Industries, Inc. Wixom, MI	\$5,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Lansing Sanitary Supply, Inc. Lansing, MI	\$9,500.00	590-542.02-735.000 (90%) 590-548.00-735.000 (10%)
Larry's Auto Electric Bay City, MI	\$2,200.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Marshall Campbell Company Saginaw, MI	\$15,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
McNaughton McKay Electric Company Saginaw, MI	\$5,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
Motion Industries, Inc. Saginaw, MI	\$5,800.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)
MSC Industrial Supply Company Livonia, MI	\$5,000.00	590-542.02-742.000 (80%) 590-548.00-742.000 (20%)

Nalco Company LLC Saginaw, MI	\$3,500.00	590-542.02-805.000 (100%)
N C L of Wisconsin, Inc. Birnamwood, WI	\$3,500.00	590-542.02-734.000 (100%)
Old Castle Infrastructure Atlanta, GA	\$25,000.00	590-542.02-742.000 (100%)
Saginaw Welding Supply Company Saginaw, MI	\$2,200.00	590-742.02-742.000 (80%) 590-748.00-742.000 (20%)
Safety Services, Inc. Kalamazoo, MI	\$3,000.00	590-742.02-742.000 (80%) 590-748.00-742.000 (20%)
The Macomb Group Sterling Heights, MI	\$20,000.00	590-742.02-742.000 (80%) 590-748.00-742.000 (20%)
Thomas Scientific LLC Swedesboro, NJ	\$10,000.00	590-542.02-734.000 (100%)
Tommark Saginaw, MI	\$3,000.00	590-742.02-742.000 (80%) 590-748.00-742.000 (20%)
Waterworks Systems & Equipment Lakeland, MI	\$10,000.00	590-742.02-742.000 (80%) 590-748.00-742.000 (20%)

These vendors meet all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Sewer Operations and Maintenance Fund, Treatment and Pumping Division's Parts and Supplies Account No. 590-542.02-742.00 \$186,440.00, Laboratory Supplies Account No. 590-542.02-734.000 \$40,500.00, Cleaning Supplies Account No. 590-542.02-735.000 \$8,550.00, Operating Services Account No. 590-542.02-805.000 \$3,500.00.

Funds are also budgeted in the Sewer Operations and Maintenance Fund, Remote Facilities Division's Parts, and Supplies Account No. 590-548.00-742.000 \$39,360.00, Cleaning Supplies Account No. 590-548.00-735.000 \$950.00, Laboratory Supplies Account No. 590-548.00-734.000 \$3,000.00.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

RESOLUTION TO AUTHORIZE SPONSORS OF VARIOUS COMMUNITY EVENTS THE USE OF AMPLIFYING EQUIPMENT

Moved by Council Member _____, seconded by Council Member _____ to adopt the following resolution:

WHEREAS, the sponsors (as listed below) plan to hold the following events:

Name of Event	Location	Date	Sponsor
Block Party	S 7 th St. between Janes Ave. and Federal Ave.	7/15/26	Saginaw CAP
Saginaw Health, Wellness, and Mindfulness Fair	Morley Plaza	8/22/26	Rosalind McNichols
Saginaw Music Fest	Ojibway Island	8/29/26 – 8/30/26	RFactor Productions
Old Town Art Fest	Court St. & Hamilton St.	9/12/26 – 9/13/26	Old Town Saginaw Association
Saginaw United Homecoming Parade	Water St. & Niagara St.	10/16/26	Saginaw United High School

WHEREAS, the above sponsors request permission to use amplifying equipment on the dates listed above; and

WHEREAS, City Council can provide authorization for the use of amplifying equipment on public property.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Saginaw hereby authorizes the use of amplifying equipment during the above events listed with dates and locations (subject to change), between the hours of 10:00 a.m. and 08:00 p.m. (block party) and 10:00 a.m. and 10:00 p.m. (special events), to be held at the various locations listed in the above chart.

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on July 13, 2026; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

Kristine Bolzman, MiPMC/CMC
City Clerk

RESOLUTION TO SPONSORS OF VARIOUS COMMUNITY EVENTS TO PERMIT THE SALE OF ALCOHOLIC BEVERAGES

Moved by Council Member _____, seconded by Council Member _____ to adopt the following resolution:

WHEREAS, the sponsors (as listed below) plan to hold the following events:

Name of Event	Location	Date	Sponsor
Saginaw Music Fest	Ojibway Island	8/29/26 — 8/30/26	RFactor Productions
2026 BWell Saginaw Strides Towards Wellness Race Series	1915 Fordney ST	9/26/26	Saginaw Community Foundation

WHEREAS, the above sponsors have annual events and request permission to sell alcoholic beverages on the dates listed above; and

WHEREAS, City Council can provide authorization for the sale of alcoholic beverages on public property.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Saginaw hereby authorizes the sale of alcoholic beverages during the above events listed with dates and locations (subject to change), between the hours of 10:00 a.m. and 10:00 p.m., to be held at the various locations listed in the (above) chart.

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on July 13, 2026; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

Kristine Bolzman, MiPMC/CMC
City Clerk