

**Resolution #2016-45**

**To Authorize Acceptance of USDA Grant for ADPS Vehicle**

**Background:** The Albion City Council voted to approve the pre-application of a USDA grant for Police Vehicles on November 14, 2014.

The City of Albion received notification on July 12, 2016, of being awarded the USDA grant in the amount of \$21,250. A local match will be required for the balance of the cost.

The USDA requires notification of the acceptance of the grant by August 1, 2016.

Council Member French moved, supported by Council Member Krause, to approve the following resolution.

**RESOLVED**, that the Albion City Council approves the acceptance of the USDA grant in the amount of \$21,250 towards the acquisition of a vehicle for the Albion Department of Public Safety.

I hereby certify that the above resolution was adopted on July 18, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes 5

Nays 1 (Domingo)

Absent 1 (Brown)

Jill Domingo  
Jill Domingo, Albion City Clerk



November 5, 2014

City of Albion  
Ms. Sheryl L. Mitchell, City Manager  
12 W. Cass Street  
Albion, MI 49224

**RE: Police Vehicle**

Dear Ms. Mitchell,

We reviewed the pre-application and it meets the eligibility requirements of the Community Facilities program. Form AD-622, Notice of Pre-application Review Action is enclosed.

For planning purposes, our records will show that the assistance recommended by Rural Development is a \$25,000 grant with an applicant contribution of \$22,000 for the purchase of a police patrol vehicle. Please submit the following items to complete the application:

- Affidavit of Publication and minutes for the public meeting. See detailed instructions below.
- Sign and return the following documents:
  - 442-7 Operating Budget
  - MI Exhibit A to 1942A & 1780
  - 1900-D Employee Relations Notice

You are advised against taking any actions or incurring any obligations, which would either limit the range of alternatives to be considered, or which would have an adverse effect on the environment. Satisfactory completion of the environmental review process must occur prior to the issuance of the Letter of Conditions.

**General public meeting** – Applicants should inform the general public regarding the development of any proposed project. Any applicant not required to obtain authorization by vote of its membership or by public referendum, to incur the obligations of the proposed loan or grant, will hold at least one public information meeting. The public should be notified of the meeting at least 10 days prior by newspaper publication and posting of notices. Supply the Grand Rapids Area Office with an affidavit of publication and minutes of the meeting. The public meeting must be held after the preapplication is filed and not later than loan approval.

Please contact me at (616) 942-4111 ext. 122 if you have questions or need additional information.

Sincerely,

Paul Bristol  
Area Specialist

U.S. DEPARTMENT OF AGRICULTURE  
**NOTICE OF PREAPPLICATION REVIEW  
 ACTION**

From: USDA Rural Development  
 (Department, bureau, or establishment)

Agency Number  
 \_\_\_\_\_

To: City of Albion  
 12 W. Cass Street  
 Albion, MI 49224

Reference Your Preapplication  
 Number \_\_\_\_\_

Dated: \_\_\_\_\_

1. We have reviewed your preapplication for Federal assistance under CFDA 10.766 and have determined that your proposal is:
  - eligible for funding by this agency and can compete with similar applications from other grantees.
  - eligible but does not have the priority necessary for further consideration at this time.
  - not eligible for funding by this agency.
2. Therefore, we suggest that You:
  - file a formal application with us by (date) 12-01-2015
  - file an application with \_\_\_\_\_ (Suggested Federal agency).
  - find other means of funding this project.
3. Based upon the funds available for this program over the last two fiscal years and the number of applications reviewed, or pending, we anticipate that funds for which you are competing will be available after (month, year) 10-14.
4. You requested \$ 25,850.00 Federal funding in your preapplication form, and we:
  - are agreeable to consideration of approximately this amount in the formal application.
  - will need to analyze the amount requested in more detail.
5. A preapplication conference will be \_\_\_\_\_ necessary  not necessary. We are recommending that it be held at \_\_\_\_\_, on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. Please contact the undersigned for confirmation.
6. Enclosures: \_\_\_\_\_ Forms \_\_\_\_\_ Instructions  Other (Specify) \_\_\_\_\_
7. Other Remarks:  
 Please see attached cover letter.

Signature	Title Area Specialist	Date 11-05-2014
Organizational Unit Rural Development	Administrative Office Grand Rapids A/O	Telephone Number (616) 942-4111

Address 3260 Eagle Park Dr., Suite 107  
 Grand Rapids, MI 49525

NOTE: This form will be used by Federal agencies to inform applicants of the results of a review of their preapplication request for Federal assistance. When the review cannot be performed within 45 days, the applicant shall be informed by letter as to when the review will be completed. When Federal agencies determine that the proposal is not eligible for Federal assistance, specific reasons should be provided in Item 7 Other Remarks.

**OPERATING BUDGET**

Schedule 1

Name		Address		State (Including ZIP Code)	
Albion, City Of		112 West Cass Street		Albion, MI 49224-	
Applicant Fiscal Year		County		State (Including ZIP Code)	
From 1/1 To 12/31		Calhoun		MI 49224-	
	20	20	20	20	First Full Year
	(1)	(2)	(3)	(4)	(5)
<b>OPERATING INCOME</b>					
1. <u>TOTAL (Too Many Rows to Display)</u>	0	0	0	0	4,633,516
2. _____					
3. _____					
4. _____					
5. Miscellaneous	0	0	0	0	0
6. Less: Allowances and Deductions	( )	( )	( )	( )	( )
7. Total Operating Income (Add Lines 1 through 6)	0	0	0	0	4,633,516
<b>OPERATING EXPENSES</b>					
8. <u>TOTAL (Too Many Rows to Display)</u>	0	0	0	0	4,631,493
9. _____					
10. _____					
11. _____					
12. _____					
13. _____					
14. _____					
15. Interest (RD)	0	0	0	0	0
16. Depreciation	0	0	0	0	0
17. Total Operating Expense (Add lines 8 through 16)	0	0	0	0	4,631,493
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	0	0	0	0	2,023
<b>NONOPERATING INCOME</b>					
19. _____					
20. _____					
21. Total Nonoperating Income (Add Lines 19 and 20)	0	0	0	0	0
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)	0	0	0	0	2,023

Budget and Projected Cash Flow Approved by Governing Body

Attest: *Jill Domingo* Secretary 11-19-14 Date  
*Sheryl Mitchell* Appropriate Official 11-19-14 Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**PROJECTED CASH FLOW**

	20	20	20	20	First Full Year
A. Line 22 from Schedule 1 Income (Loss)	0	0	0	0	2,023
<b>Add</b>					
B. Items in Operations not Requiring Cash:					
1. Depreciation (Line 16, Schedule 1)	0	0	0	0	0
2. Others: _____	0	0	0	0	0
C. Cash Provided from:					
1. Proceeds from RD loan/grant	0	0	0	0	25,000
2. Proceeds from others	0	0	0	0	0
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities	0	0	0	0	0
4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Asset(Exclude Cash)	0	0	0	0	0
5. Other: _____	0	0	0	0	0
6. _____	0	0	0	0	0
D. Total all A, B and C Items	0	0	0	0	27,023
E. <b>Less:</b> Cash Expended for:					
1. All Construction, Equipment and New Capital Items (Loan and grant funds)	0	0	0	0	47,000
2. Replacement and Additions to Existing Property, Plant and Equipment	0	0	0	0	0
3. Principal Payment RD Loan	0	0	0	0	0
4. Principal Payment Other Loans	0	0	0	0	0
5. Other: _____	0	0	0	0	0
6. Total E 1 through 5	0	0	0	0	47,000
<b>Add</b>					
F. Beginning Cash Balances	0	0	0	0	1,092,399
G. Ending Cash Balances (Total of D minus E 6 plus F)	0	0	0	0	1,072,422
Item G Cash Balances Composed of:					
Construction Account	0	0	0	0	0
Revenue Account	0	0	0	0	0
Debt Payment Account	0	0	0	0	0
O&M Account	0	0	0	0	0
Reserve Account	0	0	0	0	0
Funded Depreciation Account	0	0	0	0	0
Others: _____	0	0	0	0	0
_____					
<b>Total - Agrees with Item G</b>	0	0.00	0.00	0.00	0.00

## BUDGET ATTACHEMNT

### Income Detail

<u>Income Source</u>	<u>Year1_0</u>	<u>Year2_0</u>	<u>Year3_0</u>	<u>Year4_0</u>	<u>First Full Year</u>
Tax Receipts	0.00	0.00	0.00	0.00	3,476,126.00
Other	0.00	0.00	0.00	0.00	2,000.00
Local	0.00	0.00	0.00	0.00	100.00
Other	0.00	0.00	0.00	0.00	35,000.00
Other	0.00	0.00	0.00	0.00	300.00
Tax Receipts	0.00	0.00	0.00	0.00	1,035,490.00
Other	0.00	0.00	0.00	0.00	40,000.00
Other	0.00	0.00	0.00	0.00	1,000.00
Other	0.00	0.00	0.00	0.00	20,000.00
Other	0.00	0.00	0.00	0.00	1,500.00
Other	0.00	0.00	0.00	0.00	22,000.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Less: Allowances and	0.00	0.00	0.00	0.00	0.00
<b>TOTALS</b>					<b>4,633,516</b>

### Expense Detail

<u>Expense Source</u>	<u>Year1_0</u>	<u>Year2_0</u>	<u>Year3_0</u>	<u>Year4_0</u>	<u>First Full Year</u>
Administrative/Offic	0.00	0.00	0.00	0.00	71,241.00
Other	0.00	0.00	0.00	0.00	72,668.00
General Government	0.00	0.00	0.00	0.00	89,500.00
General Government	0.00	0.00	0.00	0.00	101,681.00
General Government	0.00	0.00	0.00	0.00	36,003.00
General Government	0.00	0.00	0.00	0.00	213,420.00
General Government	0.00	0.00	0.00	0.00	70,181.00
General Government	0.00	0.00	0.00	0.00	143,706.00
General Government	0.00	0.00	0.00	0.00	160,000.00
Other	0.00	0.00	0.00	0.00	1,600.00
General Government	0.00	0.00	0.00	0.00	8,000.00
Public Safety	0.00	0.00	0.00	0.00	2,840,235.00
General Government	0.00	0.00	0.00	0.00	38,000.00
General Government	0.00	0.00	0.00	0.00	14,481.00
General Government	0.00	0.00	0.00	0.00	79,694.00
Repairs/Maintenance	0.00	0.00	0.00	0.00	250,422.00
Repairs/Maintenance	0.00	0.00	0.00	0.00	39,053.00
Engineering	0.00	0.00	0.00	0.00	7,199.00
General Government	0.00	0.00	0.00	0.00	17,500.00
General Government	0.00	0.00	0.00	0.00	167,325.00
General Government	0.00	0.00	0.00	0.00	175,416.00
Depreciation	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Administrative/Offic	0.00	0.00	0.00	0.00	34,168.00
<b>TOTALS</b>					<b>4,631,493</b>

Calculations as of 12/31/2013

DEPARTMENT	DESCRIPTION	2012	2013	2014	2014
		ACTIVITY	ACTIVITY	ORIGINAL	AMENDED
		THRU 12/31/13		BUDGET	BUDGET
<b>ESTIMATED REVENUES</b>					
000		3,454,928	3,625,315	3,476,126	3,476,126
209	ASSESSING	2,227	1,966	2,000	2,000
260	FINANCE/TREASURER	6,300	5,729	100	100
276	CEMETERY	41,324	43,489	35,000	35,000
304	DISPATCH		24,347		
308	ANIMAL CONTROL		100	300	300
345	PUBLIC SAFETY	82,110	56,920	1,035,490	1,035,490
371	BUILDING INSPECTION	7,190	4,737	40,000	40,000
400	CITY PLANNING	1,505	1,647	1,000	1,000
422	CODE ENFORCEMENT	19,442	26,478	20,000	20,000
775	PARKS	2,023	1,950	1,500	1,500
776	RIEGER PARK POND PROJECT		500		
930	TRANSFER IN	17,000	17,000	22,000	22,000
<b>TOTAL ESTIMATED REVENUES</b>		<b>3,634,049</b>	<b>3,810,178</b>	<b>4,633,516</b>	<b>4,633,516</b>
<b>APPROPRIATIONS</b>					
101	CITY COUNCIL	34,926	34,761	34,168	34,168
172	CITY MANAGER	64,728	66,123	71,241	71,241
209	ASSESSING	70,301	71,396	72,668	72,668
210	ATTORNEY	78,231	97,549	89,500	89,500
215	CLERK		450	101,681	101,681
226	HUMAN RESOURCES	41,473	42,680	36,003	36,003
260	FINANCE/TREASURER	332,880	307,169	213,420	213,420
265	MUNICIPAL BUILDING	73,184	74,000	70,181	70,181
276	CEMETERY	126,456	135,462	143,706	143,706
304	DISPATCH	188,890	212,919	160,000	160,000
306	PPO PROGRAM	1,439	1,157	1,600	1,600
308	ANIMAL CONTROL	8,268	7,291	8,000	8,000
345	PUBLIC SAFETY	1,788,441	1,824,164	2,840,235	2,840,235
371	BUILDING INSPECTION	10,436	8,716	38,000	38,000
400	CITY PLANNING	12,639	14,390	14,481	14,481
422	CODE ENFORCEMENT	77,423	71,746	79,694	79,694
442	CITY MAINTENANCE	241,726	155,435	250,422	250,422
444	TREE TRIMMING	8,300	13,498	39,053	39,053
447	ENGINEERING	7,687	6,789	7,199	7,199
526	EPA LANDFILL	11,624	9,030	17,500	17,500
775	PARKS	153,213	167,114	167,325	167,325
895	GENERAL APPROPRIATION	251,955	252,031	175,416	175,416
965	TRANSFER OUT	3,000			
<b>TOTAL APPROPRIATIONS</b>		<b>3,587,220</b>	<b>3,575,870</b>	<b>4,631,493</b>	<b>4,631,493</b>
<b>NET OF REVENUES/APPROPRIATIONS - FUND 101</b>		<b>46,829</b>	<b>234,308</b>	<b>2,023</b>	<b>2,023</b>
	BEGINNING FUND BALANCE	787,613	928,312		
	FUND BALANCE ADJUSTMENTS	93,870			
	ENDING FUND BALANCE	928,312	1,162,620		

*CAP underwriting*

## U.S. DEPARTMENT OF AGRICULTURE (USDA)

### CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS/LAWS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certifications included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the United States of America determines to award the covered transaction, grant, or cooperative agreement.

#### **ELIGIBILITY CERTIFICATION**

I hereby certify that the below signed applicant is unable to finance the proposed project from its own resources or through commercial credit at reasonable rates and terms.

No outstanding judgment has been obtained and recorded by the United States of America in a Federal Court (other than in the United States Tax Court).

#### **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (Form AD-1047)**

As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017, Section 3017.510.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **DRUG-FREE WORKPLACE REQUIREMENTS (Form AD-1049)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3017, Subpart F, Section 3017.600 for grantees.

A. The grantee certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees

- about-
- (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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

**12 W. Cass Street**

**Albion, MI 49224**

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**LOBBYING (Exhibit A-1 to Instruction 1940-Q)**

As required by 7 CFR Part 3018 for persons entering into a grant, cooperative agreement or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 7 CFR Part 3018, the undersigned certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts and subgrants, and loans) and that all subrecipients shall certify and disclose accordingly.

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

**EQUAL OPPORTUNITY AGREEMENT (Form RD 400-1)**

Pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of  
of  
Executive Order 11246, as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the United States of America (the Government) to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 -- unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Government, advising the said labor union or workers' representative of the contractor's commitments under this agreement, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the Government, USDA, Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by Law.
- (g) The contractor will include the provisions of this paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

3. To notify all prospective contractors to file the required "Compliance Statement", Form RD 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with the Government and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary that it will furnish to the Government and the Secretary such information such as, but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist the Government in the discharge of its primary responsibility for securing compliance.

6. To refrain from entering into any contract, or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Government or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

7. That if the recipient fails or refuses to comply with these undertakings, the Government may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

**ASSURANCE AGREEMENT (Form RD 400-4)**

The Recipient hereby assures the U.S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, regulations promulgated thereunder, 7 C.F.R. § 1901.22. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Government or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provision of this agreement and the regulations, and in such manner as the Government or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation of this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

**FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS (Form RD 1910-11)**

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclosure on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

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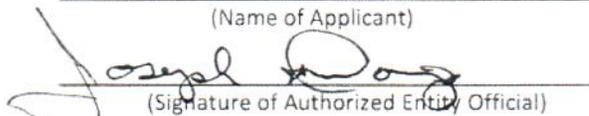
CERTIFICATION: As the duly authorized representative of the applicant, I hereby certify the applicant will comply with the above applicable certification(s) and the project is consistent with area wide comprehensive development plans.

(SEAL)

ATTEST:  
  
(Signature of Attesting Official)  
Jill Domingo, Clerk  
(Title of Attesting Official)

City of Albion

(Name of Applicant)

  
(Signature of Authorized Entity Official)

Joseph Domingo, Mayor

(Title of Authorized Entity Official)

12 W. Cass Street

(Address)

Albion, MI 49224

(City, State and Zip Code)

