



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday, February 06, 2023

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: <https://us02web.zoom.us/j/85225353563>
One tap mobile: +16465588656,,85225353563#
Telephone: (312) 626-6799 Webinar ID: 852 2535 3563

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation – Dennis Weeks, Chester Gospel Church**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes**
 - a. January 17, 2023 Regular Council Meeting
- 6. Absence of Council Members**
- 7. Public Hearing**
 - a. Ordinance 2023-01 To amend Section 66-31 of Chapter 66 - Traffic and Vehicles – Article II Michigan Vehicle Code
- 8. Public Comment - Limit presentation to five (5) minutes**
- 9. Approval of Agenda**
- 10. Consent Agenda**
 - a. Approval of Claims and Expenditures totaling \$384,243.90
 - b. Approval of Resolution 2023-01 Contract with MDOT for the Washington, Hall, McClure Street project

- c. Approval of Resolution 2023-02 City Manager performance evaluation and salary adjustment
- d. Approval of Resolution 2023-03 to extend the timeframe for filling vacancy of Fire Chief
- e. Approval of Resolution 2023-04 to establish Ad Hoc Committee for City Manager Evaluation Criteria

11. Business Agenda

- a. Consider approval of Ordinance 2023-01 to amend Section 66-31 of Chapter 66 - Traffic and Vehicles – Article II Michigan Vehicle Code
- b. Discussion on commercial marihuana licensing
- c. Discussion on contribution to CharlotteRising
- d. Discussion on concept of Public Safety Chief
- e. Discussion on City Attorney contract

12. Communications and Committee Reports

- a. City Attorney Report
- b. City Manager Report
- c. Councilmember Committee Reports
- d. Monthly Fire Department Report

13. Public Comment

14. Mayor and Council Comments

15. Adjourn

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

Comments shall be made only during times set aside for that purpose.

Each citizen may speak for up to 5 minutes during each public hearing and comments period.

Comments made during public hearings shall be relevant to the subject of the public hearing.

Comments shall be made from the podium unless otherwise directed by the Mayor.

Comments shall be directed to the Mayor and Council members.

Speakers shall begin by stating their name and indicate if they are a resident or non-resident of the City.

Speakers shall refrain from using vulgarity, hate speech or “fighting words.”

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Regular Council Meeting
January 17, 2023

CALL TO ORDER:

By Mayor Armitage on Tuesday January 17, 2023, 7:02 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members Van Langevelde, Chin, Duweck, Rodriguez and Dyer. A quorum was met. Also in attendance were City Manager LaPere, City Clerk LaRocque and City Attorney Gillies.

In the audience; Community Development Director Myrkle, Fire Captain Fullerton, Fire Captain Daly, and Police Chief Brentar.

INVOCATION:

~~Tom Surdenik, New Faith Church of the Nazarene~~ (absent)

PLEDGE OF ALLEGIANCE:

Led by Mayor Armitage

APPROVAL OF MINUTES:

- a. January 03, 2023 Regular Council Meeting Minutes
- b. January 12, 2023 Council Workshop Meeting

Motion by Chin supported by Duweck to approve the meeting minutes as presented. Carried; Yea 7; Nay 0; Absent 0

EXCUSE ABSENT MEMBERS:

All present

PUBLIC COMMENT:

No comment

APPROVAL OF AGENDA:

Request by Chin to move Consent Agenda d to Business Agenda; request by Rodriguez to move Consent Agenda c to Business Agenda.

Motion by Weissenborn supported by Van Langevelde to approve the agenda with requested changes. Carried. Yea 7; Nay 0; Absent 0

CONSENT AGENDA:

- a. Approval of Claims and Expenditures totaling \$368,396.46
- b. Approval of Fairgrounds Events for 2023
- c. ~~Approval of interlocal agreement for FEMA Assistance to Firefighters Grant, Regional SCBA Application (business a)~~
- d. ~~Receive and file elected official's salary determination by Local Officers Compensation Commission (business b)~~

Motion by Chin supported by Dyer to approve the consent agenda items a and b. Carried by roll call vote. Yea 7; Nay 0; Absent 0

SPECIAL PRESENTATION:

- a. Fire Department Vehicle Replacement Schedule

Presentation given by Captain Fullerton providing Council with an outlay of the Charlotte Fire Department vehicle fleet with purposes, station location, ages, and projected replacement

dates. Fullerton also presented the CFD annual report highlights and answering council questions.

BUSINESS AGENDA:

- a. Approval of interlocal agreement for FEMA Assistance to Firefighters Grant, Regional SCBA Application

Motion by Dyer supported by Duweck approve the interlocal agreement for FEMA Assistance to Firefighters grant, regional SCBA application. Carried; Yea 7; Nay 0; Absent 0

- b. Receive and file elected official's salary determination by Local Officers Compensation Commission.

Council cannot amend the recommendation. The options are they accept and file the recommendation with the City Clerk or Council rejects, by way of resolution requiring 2/3 vote of council to pass (the rejection). If rejected, the existing policy will remain in effect until 2025 when the LOCC meets again.

Duweck opposes the recommendation and after discussion, Dyer requested the discussion to be tabled to the next council meeting but later placed the item back on the table at Armitage's urging, to avoid the possibility of missing the rejection deadline if delayed.

Motion by Duweck, supported by Dyer to reject, by Council Resolution, the 2023 LOCC recommendation. Failed by roll call vote; Yea 1 (Duweck) Nay 6 (Van Langevelde, Dyer, Chin, Rodriguez, Weissenborn, Armitage); Absent 0

- c. Consider award of bid to conduct grit chamber maintenance work.

Motion by Dyer, Supported by Van Langevelde to approve grit chamber maintenance bid to KSB Supply in the amount of \$17,426.00. Carried; Yea 7; Nay 0; Absent 0

- d. Consider approval of well pump repairs by Peerless Midwest, Inc.

Motion by Dyer supported by Van Langevelde to approve well pump repairs by Peerless Midwest, Inc. in the amount of 54,546.49 with budgeted funds and the overage of \$40,414.49 to come from the reserves in the Water and Sewer Fund. Carried; Yea 7; Nay 0; Absent 0

- e. Authorize City Manager to sign Letter of Intent for proposed land sale at Combs Industrial Park

Motion by Chin supported by Van Langevelde to authorize the City Manager to sign the Letter of Intent for sale of land at Combs Industrial Park. Carried; Yea 6; Nay 1 (Rodriguez); Absent 0

- f. Conduct first reading of Ordinance 2023-01 to amend Section 66-31 of Chapter 66 – Traffic and Vehicle's – Article II Michigan Vehicle Code

Motion by Van Langevelde supported by Dyer to approve a public hearing and second reading of Ordinance 2023-01 at the February 06, 2023 Regular Council Meeting. Carried; Yea 7; Nay 0; Absent 0

- g. Discussion on 2023 Council Priorities

Dyer requested discussion on 2023 council priorities to be tabled until the February 15 Workshop meeting and asked for Council members to submit a list of their priorities to City Manager LaPere to compile and distribute back to Council in a report prior to the workshop meeting.

COMMUNICATIONS AND COMMITTEE REPORTS:

- a. City Attorney report was received

No additional comments by Gillies.

- b. City Manager report was received

No additional comments by LaPere

c. Council member Committee Reports

No additional comments by Council

d. Planning Commission Annual Report was received

e. 2022 Fire Department Annual Report was received

Comments given earlier by Captain Fullerton after the special presentation report.

f. December 2022 Police Department Report

Brentar provided a statistical monthly report and a report to give context to the statistical report. This report provides highlights on departmental training, operational details and public outreach events occurring within the month. The main highlight presented by Brentar was that Dt. Poortvliet obtained a confession resulting in the arrest of an individual who was then charged with 3 counts of criminal sexual conduct with a person under the age of 13. The suspect was residing in Marquette where Poortvliet drove to interview the subject. The suspect was transported back to Charlotte, where the crime was committed, and is incarcerated at the Eaton County Jail where he awaits trial.

PUBLIC COMMENT:

No comments

MAYOR AND COUNCIL COMMENTS:

Chin – Thanked City Manager LaPere for inviting him to attend and witness the Volunteer Fire Fighter meeting with a candidate for Fire Chief. He expounded on an idea of installing a Public Safety Director and discussion ensued about how that may, or may not work, here in Charlotte

Duweck – No comment

Dyer – Announced Terrance Augustine was elected to Chairman of the EATRAN board

Weissenborn – No comment

Van Langevelde – No comment

Armitage – Appreciated the equipment tour of the Charlotte Fire Department given by LT's. Fullerton and Daly before the meeting and thanked Witwer who spearheaded the fire equipment grant funding received by the State and he mentioned meeting Charlotte's District 7 representative Elissa Slotkin.

RECESS TO CLOSED SESSION:

- a. Pursuant to 15.268 Sec. 8. (1) (a) to consider a periodic personnel evaluation of the City Manager

Motion by Dyer supported by Van Langevelde to take a 10-minute break and recess into closed session beginning at 9:15 p.m. Carried by roll call vote; Yea 7; Nay 0; Absent 0

RECONVENE OPEN SESSION:

Motion by Dyer supported by Armitage to reconvene to open session at 10:38 p.m. Carried; Yea 7; Nay 0; Absent 1

ADJOURN:

Motion by Dyer supported by Weissenborn to adjourn the meeting at 10:38 p.m. Carried; Yea 7; Nay 0; Absent 0

Mayor Michael Armitage

Mary LaRocque, City Clerk

Introduced: January 17, 2023

Adopted:

Effective:

**CITY OF CHARLOTTE
EATON COUNTY, MICHIGAN
ORDINANCE NO. 2023-01**

AN ORDINANCE TO AMEND SECTION 66-31 OF CHAPTER 66 - TRAFFIC AND VEHICLES – ARTICLE II – TO ADOPT THE MICHIGAN VEHICLE CODE, PA 1949 NO. 300, AS AMENDED, BEING SECTION 257.625(1)(c) OF THE MICHIGAN COMPILED LAWS, AND THE MICHIGAN UNIFORM TRAFFIC CODE (EXCEPT WHEN NOT IN CONFORMITY WITH THE MICHIGAN MOTOR VEHICLE CODE), PURSUANT TO MCL 257.951 AND PURSUANT TO MCL 117.3(K) AND .4I(K); AND TO PROVIDE A PENALTY FOR VIOLATION THEREOF; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

Councilmember _____ moved the following:

THE CITY OF CHARLOTTE ORDAINS:

Section 1. Purpose. The purpose of this ordinance is for the health, safety, and welfare of citizens of the City of Charlotte and persons traveling on the highways and places open to vehicle traffic within the City of Charlotte and jurisdictions authorized under the control of the City of Charlotte.

Section 2. Adoption of Section 66-33 of Chapter 66 - Traffic and Vehicles – Article II Michigan Vehicle Code - of the City of Charlotte is hereby adopted to read as follows:

Sec. 66-33 Adoption of the Michigan Vehicle Code, section 625(1)(c).

(a) Adoption. The Michigan Vehicle Code, PA 1949 No. 300, as amended, being Section 257.625(1)(c) of the Michigan Compiled Laws, and the Michigan Uniform Traffic Code (except when not in conformity with the Michigan Motor Vehicle Code) pursuant to MCL 257.951 and pursuant to MCL 117.3(k) and .4i(K), is hereby adopted and amends the City of Charlotte Motor Vehicle Ordinance.

(b) *Penalties.* A violation of the prohibited conduct in section 625(1)(c), which has been adopted in this Ordinance and the City Code, is a misdemeanor punishable by one (1) or more of the following:

(1) Community service for not more than three hundred sixty (360) hours.

(2) Imprisonment for not more than one hundred eighty (180) days.

(3) A fine of not less than two hundred dollars (\$200.00) or more than seven hundred dollars (\$700.00).

(c) *Reference to local authorities.* References in the Michigan Vehicle Code to "local authorities" or "local units of government" or "police agency" or any similar reference referring to local government shall be deemed to refer to the City of Charlotte, its police officers and police department, and any other personnel authorized to enforce the City of Charlotte Motor Vehicle Ordinance.

(d) *Copies of vehicle ordinance.* At the time of adoption of the ordinance adopted in this section, sufficient copies of the motor vehicle code adopted hereby and amendments thereto shall be made available for public use at a reasonable charge at the office of the City of Charlotte.

Section 3. Effective. This ordinance shall become effective 20 days after adoption.

Supported by _____. Yea (); Nay (); Absent ()

Dated:

Michael Armitage, Mayor

Mary LaRocque, Clerk

— THE CITY OF —
CHARLOTTE
— MICHIGAN —

Memo

To: Honorable Mayor Armitage, City Council
From: Mary LaRocque, City Clerk
Date: February 01, 2023
Re: Claims and Expenditures for Council approval on February 06, 2023

Background

Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds.

Recommendation

A report of claims is provided to council for review on the Wednesday preceding a council meeting at which the claims are approved. Questions about these claims should be directed to the Finance Director and answers resolved by the Friday preceding said council meeting. Claims and expenditures are budgeted items and or larger purchases pre-approved by council. While review is recommended, approval should not be hindered.

Financial Impacts

Insurance claims week of January 16, 2023	\$ 0.00
Insurance claims week of January 23, 2023	\$ 7,055.75
Insurance claims week of January 30, 2023	\$ 4,524.19
Payroll paid Friday January 27, 2023	\$ 98,186.84
Invoiced claims as of February 01, 2023	<u>\$274,477.12</u>
Total	<u>\$384,243.90</u>

Suggested Motion

City Council approves Claims and Expenditures in the amount of **\$384,243.90**

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 01/12/2023 - 02/01/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 1/10

Vendor Code	Vendor Name	Description	Amount
	Invoice		
01687	ABC FASTENER GROUP INC		
	A494639	FLAT WASHERS, HEX NUTS, TIE DOWN J-HOOKS, TIE DOWN FLAT HOOKS	81.41
TOTAL FOR: ABC FASTENER GROUP INC			81.41
01683	ACD.NET		
	81518-266	JANUARY 2023 CHARGES	623.82
	91177-118	CHARGES JANUARY 2023 (WASTE TREATMENT)	564.84
TOTAL FOR: ACD.NET			1,188.66
01678	ADVANCE AUTO PARTS		
	5565300765794	HEADLIGHT BULB	53.89
	5565301259768	SPARK PLUG SNOW BLOWER	3.59
	5565301835907	SPARK PLUG- DPW	3.59
	5565302650335	CARQUEST XTRA CLEAR WIPERS	154.66
TOTAL FOR: ADVANCE AUTO PARTS			215.73
01674	AIS CONSTRUCTION EQUIPMENT		
	F60101	BUSHING, SEAL	180.53
TOTAL FOR: AIS CONSTRUCTION EQUIPMENT			180.53
01764	AMAZON CAPITAL SERVICES		
	11MY-61NJ-44Q6	BIN RACK STORAGE STEEL SHELVING SYSTEM, KITCHEN DRAWSTRING BAGSSTORAGE BAGS	811.06
	13KR-M36C-9YMV	COLOR PAPER	34.52
	1CH4-74H3-4W77	PAPER, ERASER REFILLS,RUBBER STAMP	87.80
	1DKT-W67M-X1FK	RETRACTABLE PEN ERASER STICK REFILLS, 2 YEAR MONTHLY PLANNER	18.97
	1G7D-7PD4-RTDH	BELT CLIP HOOKS	44.89
	1NC4-CKQW-3MQF	BANKERS BOXES, DISPOSABLE SILVERWARE	94.91
	1NRV-PG9N-43QL	NETWORKING SUPPLIES	4,112.49
	1QYN-CWW7-6M1L	SURFACE PRO 7 2IN 1 TOUCHSCREEN TABLET	2,098.00
	1RHL-43CK-KL7R	SHEAR PINS & BOLTS	13.49
	1RP9-6GJ4-XFXY	WELCOME MOTION SENSOR ALERT	34.99
	1XDX-NJFY-4VCQ	SPIRAL 3X5 NOTEPADS,DURACELL AAA BATTERIES, AA BATTERIES	83.55
	IXRV-LJLJ-1QW3	AVID HAMMER & PUNCHES SMART BENCH BLOCK	44.99
TOTAL FOR: AMAZON CAPITAL SERVICES			7,479.66
01915	APEX SEPTIC & EXCAVATING, INC.		
	1400	411 N WASHINGTON	3,360.00
TOTAL FOR: APEX SEPTIC & EXCAVATING, INC.			3,360.00
01635	AT&T LONG DISTANCE		
	517543228801	AIRPORT MODEM LINE (DECEMBER 14- JAN 13,2023)	163.77
	517543887401	DPW CALLOUT (DEC 14- JAN 13)	51.15
TOTAL FOR: AT&T LONG DISTANCE			214.92
01629	AVERY OIL & PROPANE, INC		
	819003	PROPANE REFILL	1,509.67
TOTAL FOR: AVERY OIL & PROPANE, INC			1,509.67
01608	BARYAMES CLEANERS		
	BN1615-01.16.202	DRY CLEANING FOR FIRE	267.85
	BN1616-01.16.202	DRYCLEAN UNIFORMS (POLICE)	139.19
TOTAL FOR: BARYAMES CLEANERS			407.04

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Page: 2/10

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	Invoice		
01607	BASIC		
	IN2629526	ANNUAL RENEWAL SECTION 125 FSA PLAN, MONTHLY FEE 125 FAS PLAN BILLED ANUALLY PERIOD 01/01/23-12/31/23	1,032.20
	IN2629751	ANNUAL RENEWAL FEE FOR SECTION 105 HRA PLAN (SERVICE PERIOD 01/01/2023-12.31.2023)	628.00
TOTAL FOR: BASIC			1,660.20
01602	BEAVER RESEARCH COMPANY		
	0333280-IN	FREIGHT ON LEMONGRASS RESCUE	19.78
	0352687-IN	GLASS CLEANER, NUTLESS WONDER TOWELS, DISINFECTANT SPRAY	549.88
TOTAL FOR: BEAVER RESEARCH COMPANY			569.66
02024	BELLEVUE CONSERVATION CLUB		
	1.13.2023	MEMBERSHIP FEE'S	70.00
TOTAL FOR: BELLEVUE CONSERVATION CLUB			70.00
01581	BLUE CARE NETWORK		
	230110007020	MEDICAL COVERAGE- PERIOD FROM 02/01/2023 TO 02/28/2023	48,408.93
	230110007087	MEDICAL COVERAGE (RETIRED) PERIOD 02/02/2023 TO 02/28/2023	4,107.42
TOTAL FOR: BLUE CARE NETWORK			52,516.35
01578	BOBCAT OF LANSING		
	P60336	IN CABIN FILTERS (BOBCAT)	108.36
TOTAL FOR: BOBCAT OF LANSING			108.36
01576	BOUND TREE		
	84760640	MEDICAL EQUIPMENT	3,239.91
	84831720	INFANT HEAD WARMERS, OXYGEN MASKS, BURN SHEETS	20.12
TOTAL FOR: BOUND TREE			3,260.03
01561	BS&A SOFTWARE		
	144846	BS&A SOFTWARE SYSTEMS ANNUAL & SUPPORT SERVICE, DATES 02.01.2023 THRU 02.01..2024	4,746.00
	145647	IMPLEMENTATION & PROJECT MANAGEMENT	250.00
TOTAL FOR: BS&A SOFTWARE			4,996.00

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Page: 3/10

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01555	BYRUM ACE HARDWARE			
		232819	CLEAR FLEX TAPE	14.99
		251705	FASTENERS	1.58
		251741	COPPER PIPE	26.99
		251790	KILZ PRIMER,BRUSH	47.17
		251819	FASTENERS	59.52
		252044	HOSE NOZZLE,	23.97
		252101	HI PRESSURE HOSE	169.99
		252295	IMPACT DRILL,	181.98
		252347	MISC HILLMAN FASTENERS	9.50
		252535	DIELECTRIC GREASE, LITHIUM BATTERY	69.97
		253058	LED FLASHLIGHT	13.99
		253076	PIPE	26.99
		253109	THREAD SEAL TAPE, BRASS VALVE GATE	25.13
		253358	BATTERIES FOR SCALES	50.97
		253365	CHROME FAUCET	89.98
		253377	BALL VALVE,	79.94
		253473	CLOSET FLANGE, PVC COOUPPING, PVC PURPLE PRIMER, PVC CEMENT	92.45
		253625	CABLE TIE	10.69
		253998	FASTENERS	18.09
		254063	BRACKET SHELF, PVC PIPE	84.95
		254264	FASTENERS, MALE HOSE MENDR	30.38
		254325	PVC CEMENT, FASTENERS	18.19
		254476	ADAPTER,	11.53
		254595	SHOP SUPPLIES	19.69
		254636	RING, ADAPTER, COUPLING, FINE POINT MARKER	39.73
		254754	FURNACE INCREASER,REGISBOOT, FLEX COUPLING	41.97
		255020	ICE MELT	25.99
		255063	ICE MELT BAG 40 POUND	17.99
		255114	TAP CARDED 10MM-1MM	7.99
		255796	PVC BUSHING, CLOSET FLANGE	15.78
		255935	EXTENSION CORD, 1 LB -BROWN DECK PLUS	31.48
TOTAL FOR: BYRUM ACE HARDWARE				1,359.56
01547	CANON FINANCIAL SERVICES, IN			
		29821454	CONTRACT CHARGE 01/01/2023- 01/31/2023	253.73
TOTAL FOR: CANON FINANCIAL SERVICES, IN				253.73
01954	CAPITAL CITY JANITORIAL LLC			
		859	CONTRACTUAL CLEANING MONTH OF: JANUARY	710.00
TOTAL FOR: CAPITAL CITY JANITORIAL LLC				710.00
01531	CATHEY COMPANY			
		68090	PARTS	46.78
		69576	BELTING	252.51
TOTAL FOR: CATHEY COMPANY				299.29
01512	CHARLOTTE LITHOGRAPH			
		501522	100 SHEETS PF GLOSS PAPER	15.00
TOTAL FOR: CHARLOTTE LITHOGRAPH				15.00
01902	CHRIS SLOAN			
		01.19.2023	FOOD ALLOWANCE, 4TH QUARTER	165.00
TOTAL FOR: CHRIS SLOAN				165.00

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Page: 4/10

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01457	CHROUCH COMMUNICATIONS			
		0149730	INSTALLED RADIO, RAN COAX, INSTALLED AN 800ANTEBBA SUPPLIED BY CUSTOMER, INSTALLED GPS ANTENNA	455.00
		11930300	OUTFITTING SQUAD VEHICLE	12,150.77
		12079600	RUNNING LIGHT, UNIVERSAL MOUNTING KIT FOR RUNNING LIGHT	2,340.00
		12098100	NEW TRUCKS	547.62
		12099100	NEW TRUCKS	537.31
		12104800	CHARGER GUARD TIMER	334.61
TOTAL FOR: CHROUCH COMMUNICATIONS				16,365.31
01816	CITY OF MARSHALL			
		0000002900	BACT ANALYSES	1,550.00
TOTAL FOR: CITY OF MARSHALL				1,550.00
01486	CONSULTANTS ON CALL, LLC			
		2022-23182	MANAGED SERVICE FEES	2,500.00
TOTAL FOR: CONSULTANTS ON CALL, LLC				2,500.00
01448	CUSTOM HOME INTERIORS			
		CG201023	DOORWAY REPAIR	567.23
TOTAL FOR: CUSTOM HOME INTERIORS				567.23
01446	CUSTOM TRUCK ONE SOURCE			
		2023002092402	COVR TOOL TILT RAC	321.25
TOTAL FOR: CUSTOM TRUCK ONE SOURCE				321.25
01884	DAN DALY			
		01.19.2023	FOOD ALLOWANCE, 4TH QUARTER	165.00
TOTAL FOR: DAN DALY				165.00
01428	DELTA DENTAL PLAN OF MICHIGAN			
		RIS0004669910	DENTAL PREMIUMS COVERAGE PERIOD 02/01/2023 THRU 02/28/2023	4,002.88
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN				4,002.88
01905	DERRICK VIANE			
		01.19.2023	FOOD ALLOWANCE, 4TH QUARTER	165.00
TOTAL FOR: DERRICK VIANE				165.00
01904	DOMINIC CURTIS			
		.01.19.2023	FOOD ALLOWANCE, 4TH QUARTER	165.00
TOTAL FOR: DOMINIC CURTIS				165.00
01414	DORNBOS SIGN & SAFETY INC.			
		INV67498	911- SIGNS	171.15
TOTAL FOR: DORNBOS SIGN & SAFETY INC.				171.15
01396	EATON CO. DRAIN COMMISSIONER			
		01.27.2023	DRAIN ASSESSMENT LEVIES	13,245.22
TOTAL FOR: EATON CO. DRAIN COMMISSIONER				13,245.22

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Page: 5/10

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01382	EATON COUNTY-CLERK	2023-00000017	NOV 8, 2022 GENERAL ELECTION	1,352.11
TOTAL FOR: EATON COUNTY-CLERK				1,352.11
01392	EATON CUSTOM SEWING	1453	FIRE TRUCK BUCKET STRAPS	75.00
TOTAL FOR: EATON CUSTOM SEWING				75.00
01380	EDWARDS INDUSTRIAL SALES	3368853	PUMP REPAIR	42.60
		3368929	H.W. RECIRC. PUMP REPAIR	163.96
TOTAL FOR: EDWARDS INDUSTRIAL SALES				206.56
01375	ELHORN ENGINEERING COMPANY	295628	FERRIC CHLORIDE BACK-UP PUMP	2,970.34
		295700	PHOSPHATE	4,390.00
		295701	CHLORINE	3,840.00
TOTAL FOR: ELHORN ENGINEERING COMPANY				11,200.34
01813	EMAINT ENTERPRISES, LLC	S039407	WWTP-MAINTENANCE PROGRAM	4,010.22
TOTAL FOR: EMAINT ENTERPRISES, LLC				4,010.22
00544	EMERALD MEDICAL CENTER	01.26.2023	PHYSICAL FIRE DEPARTMENT (B YOUNGS)	175.00
TOTAL FOR: EMERALD MEDICAL CENTER				175.00
00932	ERIC ROGERS LLC	29918	5 OF 10 PAYMENTS DDA	1,180.00
		29919	6TH PAYMENT OF 10 FOR DDA CONTRACT	1,180.00
TOTAL FOR: ERIC ROGERS LLC				2,360.00
01365	ETNA SUPPLY	S104288729.003	PIT METERS- NOV 2021 ORDER	13,920.00
		S104288729.005	3/4 I PEARL METERS ,IN HOUSE-NOV 2021 ORDER	13,920.00
		S104762815.003	TYLER VB 10 TOP SECTION	272.00
TOTAL FOR: ETNA SUPPLY				28,112.00
01358	FAMILY FARM & HOME	001482/C	HITCH PIN, REC TUBE	66.95
TOTAL FOR: FAMILY FARM & HOME				66.95
01113	FERGUSON WATER WORKS FKA	0159563	WATER SERVICE FITTINGS	3,154.80
		0170569	CLAMPS	3,495.99
		0171310	K SOFT COP TUBE	9,264.00
TOTAL FOR: FERGUSON WATER WORKS FKA				15,914.79
01321	GALLOUP	S112502890.001	GASKETS	59.32
TOTAL FOR: GALLOUP				59.32
01313	GOLDEN RULE CREATIONS	095732	CHARLOTTE POLICE SHOULDER EMBLEMS	660.36
TOTAL FOR: GOLDEN RULE CREATIONS				660.36

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 01/12/2023 - 02/01/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 6/10

Vendor Code	Vendor Name	Invoice	Description	Amount
01438	HASSEL FREE FUELS			
		CFSI-8452	FUEL (DPW-WWTP)	1,275.48
		CFSI-8504	FUEL (FIRE)	590.41
TOTAL FOR: HASSEL FREE FUELS				1,865.89
01970	HOPKINS MECHANICAL SERVICES, LLC			
		H22418	ERROR ON FAN MOTOR ASSEMBLY, ORDERED NEW FAN MOTOR	1,869.00
TOTAL FOR: HOPKINS MECHANICAL SERVICES, LLC				1,869.00
01928	INDIAN CREEK ACRES INC.			
		5337	TIRES	3,297.60
TOTAL FOR: INDIAN CREEK ACRES INC.				3,297.60
01250	INSTY PRINTS			
		93505	BUISNESS CARDS FOR RENTAL INSPECTOR	82.50
TOTAL FOR: INSTY PRINTS				82.50
01247	INTERNATIONAL MINUTE PRESS			
		31635	WINDOW ENVELOPES	439.59
TOTAL FOR: INTERNATIONAL MINUTE PRESS				439.59
00838	IRON HORSE EXCAVATION LLC.			
		22-705	LANSING ROAD CUT AND CAP CONCRETE,	1,381.68
		22-706	106 KREBS ST	2,600.51
		22-711	505 W HENRY ST	2,495.58
		22-712	810 BOSTWICK ST	2,392.94
		22-713	623 W HENRY ST	5,405.00
TOTAL FOR: IRON HORSE EXCAVATION LLC.				14,275.71
01242	JACK DOHNEY COMPANIES, INC			
		183547	HOSE REEL, WEAR BLOCK, SHOE RETAINER	196.87
			PLATE, BUSHING	
		183767	BRONZE BUSHING	73.51
		184312	STEER AXLE STUD, STEER AXLE LUG NUT,	343.15
		185014	REPLACEMENT NOZZLES FOR JETTER HEAD	426.87
TOTAL FOR: JACK DOHNEY COMPANIES, INC				1,040.40
02025	JOHN DEERE FINANCIAL			
		9741798	QUICK LOCK PIN	10.33
		9804448	BATTERY	55.87
TOTAL FOR: JOHN DEERE FINANCIAL				66.20
01903	JUSTIN EMERY			
		01.19.2023	FOOD ALLOWANCE, 4TH QUARTER	165.00
TOTAL FOR: JUSTIN EMERY				165.00
01207	KENNEDY INDUSTRIES INC.			
		634731	SECONDARY SLUDGE PUMP REPLACEMENT	5,681.95
TOTAL FOR: KENNEDY INDUSTRIES INC.				5,681.95
01199	KIMBALL MIDWEST			
		100625712	SUPPLIES	255.12
		100679828	DISC, DISC KIT, ADHESIV, FITTINGS	248.11
		100695197	THREADLOCK, WHEEL	61.22
TOTAL FOR: KIMBALL MIDWEST				564.45

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 01/12/2023 - 02/01/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 7/10

Vendor Code	Vendor Name	Invoice	Description	Amount
00781	KNIGHT WATCH, INC.	INV038321	REPLACED MOTION DETECTOR, CONNECTED TO PANEL	1,030.00
TOTAL FOR: KNIGHT WATCH, INC.				1,030.00
01195	KONICA MINOLTA BUSINESS	284814896	MONTHLY INVOICE MAINTANCE AGREEMENT - BIZ HUB	16.00
		284822076	C364E PRINTER/COPIER PRINTER/COPIER MAINTENANCE AGREEMENT	50.40
TOTAL FOR: KONICA MINOLTA BUSINESS				66.40
01408	KSB DUBRIC, INC	11844	SEAL FOR MAIN PUMP	3,295.29
TOTAL FOR: KSB DUBRIC, INC				3,295.29
01182	LANSING UNIFORM CO.	95969-B	UNIFORMS FOR JEFF LEACH	155.85
		96361-A	UNIFORMS FOR KEN EVERTS	466.75
TOTAL FOR: LANSING UNIFORM CO.				622.60
01173	LEA'S AUTO BODY	6563	OIL CHANGE 2021 TAHOE	83.18
		6564	OIL CHANGE ON 2021 TAHOE	89.98
TOTAL FOR: LEA'S AUTO BODY				173.16
01926	LOOMIS, EWERT, PARSLEY, DAVIS & GOT	199880	SERVICES RENDERED THROUGH 01/15/2023	1,877.51
TOTAL FOR: LOOMIS, EWERT, PARSLEY, DAVIS & GOT				1,877.51
02016	MACQUEEN EMERGENCY	P09937	MSA ALTAIR GAS DETECTOR,	1,965.45
		P10187	COG STYLE STEPS	920.28
		P10374	HELMETS	162.50
		P10555	HELMETS	867.50
		P10908	CAIRNS RATCHET HEADBAND ASSY	81.55
TOTAL FOR: MACQUEEN EMERGENCY				3,997.28
01137	MCGINTY, HITCH, ET AL., P.C.	01.01.2023	ATTORNEY FEES FOR DECEMBER 1-31,2022	12,021.25
TOTAL FOR: MCGINTY, HITCH, ET AL., P.C.				12,021.25
02026	MICHAEL DUWECK	01.25.2023	MML NEW OFFICIALS WORKSHOP MILEAGE REINBURSEMENT	27.50
TOTAL FOR: MICHAEL DUWECK				27.50
01102	MICHIGAN COMPANY	0000298-889006	WHITE TOWEL, BATHROOM CLEANER, 2 PLY COTTONELL	460.14
TOTAL FOR: MICHIGAN COMPANY				460.14
01082	MICHIGAN NETWORK CONSULTANTS	2022-23180	IT SERVICES- 2ND HALF OF MONTH	3,175.00
		2022-23181	IT SERVICES	187.50
		2022-23187	IT SERVICES	1,500.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS				4,862.50

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 01/12/2023 - 02/01/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 8/10

Vendor Code	Vendor Name	Invoice	Description	Amount
01077	MID-MICHI CHIEFS OF POLICE	01.13.2023	2023 MEMBERSHIP RENEAL	25.00
TOTAL FOR: MID-MICHI CHIEFS OF POLICE				25.00
01070	MMTA	7544	MEMBERSHIP JOIN- MUNICIPALITY (THROUGH DEC 31, 2023) TAMERA PALODICHUK	99.00
TOTAL FOR: MMTA				99.00
02008	MUNICIPAL ANALYTICS	2023-011	WATER & SEWER RATE STUDY 3 OF 4 MONTHLY PROJECT BILLING	4,100.00
TOTAL FOR: MUNICIPAL ANALYTICS				4,100.00
01048	MUNICIPAL SUPPLY COMPANY	INV80433	FLUORESCENT GREEN MARKING PAINT	110.00
TOTAL FOR: MUNICIPAL SUPPLY COMPANY				110.00
01021	NORTHERN SAFETY CO., INC.	905170323/102685	ORANGE NITRILE GLOVES, BARRICADE TAPE, ALL PLUS WIPERS	485.18
		905210350/102685	XL GLV SEAMLESS	112.32
TOTAL FOR: NORTHERN SAFETY CO., INC.				597.50
01007	O'REILLY AUTOMOTIVE INC	4651-374952	WIRE LOOM	25.50
		4651-376224	HEAT SHRINK, RING TERMINLS (312 NEW TRUCK)	40.96
TOTAL FOR: O'REILLY AUTOMOTIVE INC				66.46
01001	OVERHEAD DOOR CO. OF LANSING	416860	REMOVED BROKEN SPRING AND INSTALLED NEW SPRING (DOOR 1 DOWNTOWN FIRE)	1,528.92
TOTAL FOR: OVERHEAD DOOR CO. OF LANSING				1,528.92
02009	PRECISE EXCAVATING, INC	23-2136	417 S SHELTON ST	2,387.67
TOTAL FOR: PRECISE EXCAVATING, INC				2,387.67
00973	PREIN & NEWHOF, P.C.	72488	PERIOD 11/27/2022 TO 12/31/2022	1,204.21
TOTAL FOR: PREIN & NEWHOF, P.C.				1,204.21
01030	QUADIENT FINANCE USA, INC.	490301.08.2023	POSTAGE	500.00
TOTAL FOR: QUADIENT FINANCE USA, INC.				500.00
00964	QUILL CORP.	00964	SUPPLIES	29.58
TOTAL FOR: QUILL CORP.				29.58
01234	RANDY JEWELL	2023-01	ASSESSING JANUARY	3,262.00
TOTAL FOR: RANDY JEWELL				3,262.00

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 01/12/2023 - 02/01/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 9/10

Vendor Code	Vendor Name	Description	Amount
	Invoice		
00901	SHARE CORP.		
	222982	SAFETY SUPPLIES	167.83
TOTAL FOR: SHARE CORP.			167.83
00870	SPARTAN FIRE LLC		
	IN00817518	HIGH BEAM HEAD LIGHTS, LOW BEAM HEAD LIGHTS	1,327.56
TOTAL FOR: SPARTAN FIRE LLC			1,327.56
00865	SPENCER MANUFACTURING INC		
	16476	CHROME FLANGE, 500 SERIES LENSES, SUPER LED RED LIGHT	1,927.06
	16483	CHROME FLANGE,	53.05
	16509	12V 20,000 LUMEN LED LIGHTHEAD	7,117.90
	16525	LIN CHROME FLANGE	32.20
TOTAL FOR: SPENCER MANUFACTURING INC			9,130.21
00861	STANDARD LIFE INSURANCE CO		
	006468820001	LIFE INSURANCE	1,357.85
TOTAL FOR: STANDARD LIFE INSURANCE CO			1,357.85
02021	STAPLES		
	3528251414	TONER	115.54
TOTAL FOR: STAPLES			115.54
01108	STATE OF MICHIGAN		
	591-11067434	WEATHER OBSERVATION AND DATA DISSEMINATION SYSTEM	589.69
TOTAL FOR: STATE OF MICHIGAN			589.69
01181	STATE OF MICHIGAN		
	BLR475331	INSPECTION OF BOILERS	200.00
TOTAL FOR: STATE OF MICHIGAN			200.00
01424	STATE OF MICHIGAN		
	761-11066582	GROUNDWATER ANNUAL PERMIT FEE, 2023 GW110546 FITCH BEACH MUNICIPAL AIRPORT	200.00
TOTAL FOR: STATE OF MICHIGAN			200.00
00850	STATE WIRE AND TERMINAL, INC		
	39894-00	SHRINK TUBE	177.86
TOTAL FOR: STATE WIRE AND TERMINAL, INC			177.86
00847	SWANSON ELECTRIC		
	1548.42	REMOVED FAILED LED HEAD AND REPLACE LED HEAD IN PARKING LOT @ WESTSIDE FIRE	665.00
TOTAL FOR: SWANSON ELECTRIC			665.00
01536	THE PARTS PLACE		
	243361	AIR FILTERS BOBCAT	63.48
	243599	BRAKE CLEANER, OIL	60.39
	244174	BLOWER MOTOR, BLOWER MOTOR RESISTOR FOR 2016 FORD POLICE INTERCEPTOR	176.62
TOTAL FOR: THE PARTS PLACE			300.49

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 01/12/2023 - 02/01/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 10/10

Vendor Code	Vendor Name	Invoice	Description	Amount
00872	THE SHYFT GROUP, INC			
		IN04047608	FLOORLINERS	292.41
		IN04047716	SOLENOID FOR MODEL 012 W/O FITTINGS	218.96
TOTAL FOR: THE SHYFT GROUP, INC				511.37
00820	TRACE ANALYTICAL LABORATORIES			
		3010736	WQP-WATER	297.00
TOTAL FOR: TRACE ANALYTICAL LABORATORIES				297.00
01325	TYGER FULLERTON			
		01.19.2023	FOOD ALLOWANCE, 4TH QUARTER	165.00
TOTAL FOR: TYGER FULLERTON				165.00
00785	VERIZON WIRELESS			
		9924862913	DEC 10- JAN 09	195.52
TOTAL FOR: VERIZON WIRELESS				195.52
00778	VISION SERVICE PLAN			
		816760123	2023 JANUARY COVERAGE PERIOD	380.20
		816760147	2023 JANUARY COVERAGE PERIOD	679.01
		816989593	FEBRUARY 2023	422.98
		816989606	FEBRUARY 2023	717.91
TOTAL FOR: VISION SERVICE PLAN				2,200.10
00777	WALDRON FUELS			
		4849	DIESEL FUEL	719.34
TOTAL FOR: WALDRON FUELS				719.34
01983	WEX BANK			
		86087360	(FUEL) CODE ENFORCEMENT	23.66
TOTAL FOR: WEX BANK				23.66
00761	WILLIAMS FARM MACHINERY, INC.			
		5248	CHAIN CATCH	56.84
		5250	CHAIN	15.00
		5336	18 IN CHAIN, ULTRA 5 6P	99.99
		5445	SKID SHOE (FOR PLOW ON NEW 19)	117.54
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.				289.37
02013	WOW! BUSINESS			
		01.12.2023	HIGH SPED INTERNET (GARAGE) 01/11/2023-02/10/2023	119.98
TOTAL FOR: WOW! BUSINESS				119.98
TOTAL - ALL VENDORS				274,477.12
PAYMENT TYPE TOTAL				
Paper Check				214,185.02
EFT Transfer				60,292.10

RESOLUTION NO. 2023-01

A RESOLUTION TO AUTHORIZE A CONTRACT WITH MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE HALL, WASHINGTON, McCLURE STREET PROJECT

WHEREAS, the Michigan Department of Transportation (MDOT) has presented their standard contract for the purpose of fixing the rights and obligations of the City and MDOT as it relates to the reconstruction of Hall, Washington, McClure Streets from Cochran Avenue (M-50). to Lansing Road (BL-69); and

WHEREAS, the contract number 22-5593 outlines the administrative duties of both parties; and

WHEREAS, the contract states that the grant shall be applied to the eligible items of the project cost up to the lesser of \$375,000 or an amount such that 80%, the normal Federal participation ratio for such funds, of the eligible costs is not exceeded at the time of the award of the construction contract; and

WHEREAS, the contract states that Federal Highway Infrastructure Program COVID funds shall be applied to the eligible items of the project cost up to the lesser of \$81,204 or an amount such that 100%, the established Federal participation ratio for such funds, of the eligible costs is not exceeded; and

WHEREAS, the City is responsible for payment of unfunded grant eligible activities as well as one hundred percent of non-participating items; and

WHEREAS, it is estimated by MDOT that the City will be responsible for approximately \$1,303,796 for their portion of the project, and an additional \$790,000 that is related to non-participating utility reconstruction.

THEREFORE, BE IT RESOLVED That the City enter into Contract No. 20-5593 with MDOT for the terms and conditions related to the reconstruction of Hall, Washington, McClure Streets from Cochran Avenue (M-50). to Lansing Road (BL-69) and that the City Clerk and Director of Public Works be directed to sign said contract on behalf of the City.

The foregoing resolution was presented by _____ and supported by _____ for approval. **Carried** with the following roll call vote; Yea ; Nay ; Absent .

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on February 06, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in

full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk

RESOLUTION NO. 2023-01

STP, HIC

DA

Control Section	STUL 23000
Job Number	212776CON
Project	23A0174
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5593

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CHARLOTTE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Charlotte, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 5, 2023, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction along Hall Street from Lansing Road (BL-69) to Washington Street, along Washington Street from Hall Street to McClure Street, and along McClure Street from Washington Street to Cochran Avenue (M-50), including earthwork, concrete curb and gutter, sidewalk and curb ramps, driveway approaches, storm sewer, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Sanitary sewer and water main along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY INFRASTRUCTURE PROGRAM COVID
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds in combination with Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$81,204, or (2) an amount such that 100 percent, the established Federal participation ratio for such funds, for the PROJECT is not exceeded. Federal Surface Transportation Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible

entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with

this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF CHARLOTTE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 5, 2023

EXHIBIT I

CONTROL SECTION	STUL 23000
JOB NUMBER	212776CON
PROJECT	23A0174

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,760,000	\$790,000	\$2,550,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,760,000	\$790,000	\$2,550,000
Less Federal Funds*	<u>\$ 456,204</u>	<u>\$ 0</u>	<u>\$ 456,204</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$1,303,796	\$790,000	\$2,093,796

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, 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, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CITY OF CHARLOTTE

RESOLUTION NO. 2023-02

RESOLUTION REGARDING CITY
MANAGER'S PERFORMANCE REVIEW
AND PROPOSED SALARY INCREASE

WHEREAS, the City of Charlotte hired Erin LaPere as the City Manager, pursuant to the terms of an Agreement dated January 18, 2021 and

WHEREAS, the Agreement provided for periodic reviews and annual adjustments to her base salary; and

WHEREAS, the City Council concluded an evaluation pursuant to the Agreement and it was the consensus of the City Council that the City Manager has met the expectations in the performance as City Manager; and

WHEREAS, the City Council has determined that the City Manager shall, effective July 1, 2023, have her base salary increased by three percent (3%), on an annual basis; and

WHEREAS, the City Council desires to formalize this acknowledgment of meeting the requirements of City Council and to provide for an amended to the Agreement.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Manager has met the expectations of City Council in the performance of her duties as City Manager.
2. Commencing July 1, 2023, the City Manager's annual base salary, as previously adjusted, shall be increased in the amount of three percent (3%), and her Agreement shall be so amended.

The foregoing Resolution was moved for adoption by Council Member _____ and seconded by Council Member _____ and declared adopted by the following vote:

AYES:

NAYES:

ABSENT:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

:ss.

COUNTY OF EATON)

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Charlotte at a regularly scheduled meeting held on Monday, February 06, 2023, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of the council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature, this _____ day of _____ 2023.

Mary LaRocque, City Clerk
City of Charlotte
Eaton County, Michigan

Approved as to Form:

Thomas M. Hitch (P25558)
City Attorney

RESOLUTION NO 2023-03
A RESOLUTION TO EXTEND FILLING VACANCY OF FIRE CHIEF

WHEREAS, on September 12, 2022, Chief Mark Jordan announced he was unable to continue in his service as Fire Chief due to personal medical reasons; and

WHEREAS, the position of Fire Chief is an appointed officer of the City and pursuant to City Charter, Section 3.13 (B) a vacancy in any appointitive office must be filled within 120 days and such time may only be extended by a maximum of an additional 60 days by resolution of Council; and

WHEREAS, the Fire Service Agreement between the City and Rural Fire Association, Section E. Fire Chief, 2. Appointment states that the City of Charlotte shall establish a Fire Chief Selection Committee to select the new Chief; and

WHEREAS, the Fire Chief Selection Committee is actively participating in the recruitment process and has not yet selected a finalist for appointment by the City Manager and confirmation by Council; and

WHEREAS, an extension of 30 days, or by February 9, 2022, was approved and the City has not successfully selected a candidate to appoint, therefore an extension for 30 days, or by March 11, 2023, is requested to complete the recruitment process and present the appointed person to Council for confirmation;

NOW, THEREFORE, BE IT RESOLVED that pursuant to the City Charter and Fire Services Agreement with the RFA, the City Council shall grant an extension to March 11, 2023 to the City Manager to complete the appointment process.

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried/Failed with the following roll call vote; Yea ; Nay ; Absent .

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on February 06, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk

RESOLUTION NO. 2023-04

A RESOLUTION TO ESTABLISH AN AD HOC CITY MANAGER EVALUATION COMMITTEE

WHEREAS, City Council has entered into an employment agreement with the City Manager which calls for annual performance evaluation; and

WHEREAS, City Council wishes to create performance criteria by which to evaluate the performance of the City Manager moving forward; and

WHEREAS, City Council believes that it is prudent to form an ad hoc committee to review and make recommendations to the City Council on such criteria;

NOW, THEREFORE, BE IT RESOLVED that there is hereby established the Ad Hoc City Manager Evaluation Committee, the membership of which shall be Councilmembers Chin, Duweck, and Van Langevelde; and

BE IT FURTHER RESOLVED that the Ad Hoc Code Enforcement Committee shall issue a final written report of its findings and recommendations to the City Council not later March 20, 2023.

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried/Failed with the following roll call vote; Yea ; Nay ; Absent .

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on February 06, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk



Memo

To: Honorable Mayor Armitage; City Council
From: City Manager LaPere, MPAP
Date: February 3, 2023
Re: Commercial marihuana licensing program

Background

The City has been discussing whether to amend its ordinances to permit commercial marihuana licenses. On January 12th, Council held a workshop meeting at which time the Council requested additional information on potential locations of licenses for growing, processing, secure transporter, and retail uses.

Growing for medical or recreational products is specifically restricted by the respective state statutes to Industrial or Agriculture Zone Districts. The remaining license types are not restricted by state statute; however, the City may restrict license types to certain zone districts under an ordinance. We are recommending the processing and secure transporter be restricted to industrial, and the retail be located in certain commercial districts.

Attached are two maps, the first shows areas zoned Industrial. The City has three industrial use districts, I-1 Light Industrial, I-2 General Industrial, and IRO Industrial Research & Office. The Industrial Zones map details where growing, processing, and secure transporter could be located. The City does not have any Agriculture Zone Districts. The second shows commercial zone districts that Administration recommends for permitting any retail uses, specifically the B-2 Community Business District and B-3 General Business District. We do not recommend permitting retail uses in the CBD Central Business District or the B-1 Neighborhood Business District.

Both maps also detail existing school locations and the approximate 1,000ft buffer required under state statute. As Council can see, the statutory buffer only precludes a few locations and otherwise leaves the vast majority of properties available. Therefore, while the City may reduce that buffer by ordinance, it does not appear to be necessary to do so.

Recommendation

If the Council would like to proceed with permitting licenses, Administration recommends directing staff to draft ordinances that would permit licenses for growing, processing, secure transporter, and retail uses in the aforementioned Zone Districts. Procedurally, the City Council could review the draft at a first reading, at which time it could refer the Zoning Ordinance amendments to Planning Commission for public hearing and recommendation. Once Planning Commission has held a public hearing and puts forth its recommendation, the City Council should schedule a public hearing and second reading and consider adoption of such ordinances. Administration would also recommend additional public notification of the public hearings to ensure there is ample opportunity for public input on the proposed ordinances.

Suggested Motion

Council directs Administration to draft ordinances that would permit licenses for medical or recreational marihuana for growing, processing, and secure transporter uses in the I-1 Light Industrial, I-2 General Industrial, and IRO Industrial Research & Office Districts, and retail uses for in the B-2 Community Business and B-3 General Business Districts.

eel

attachments

Industrial Zones

Teal: I-1 Light Industrial

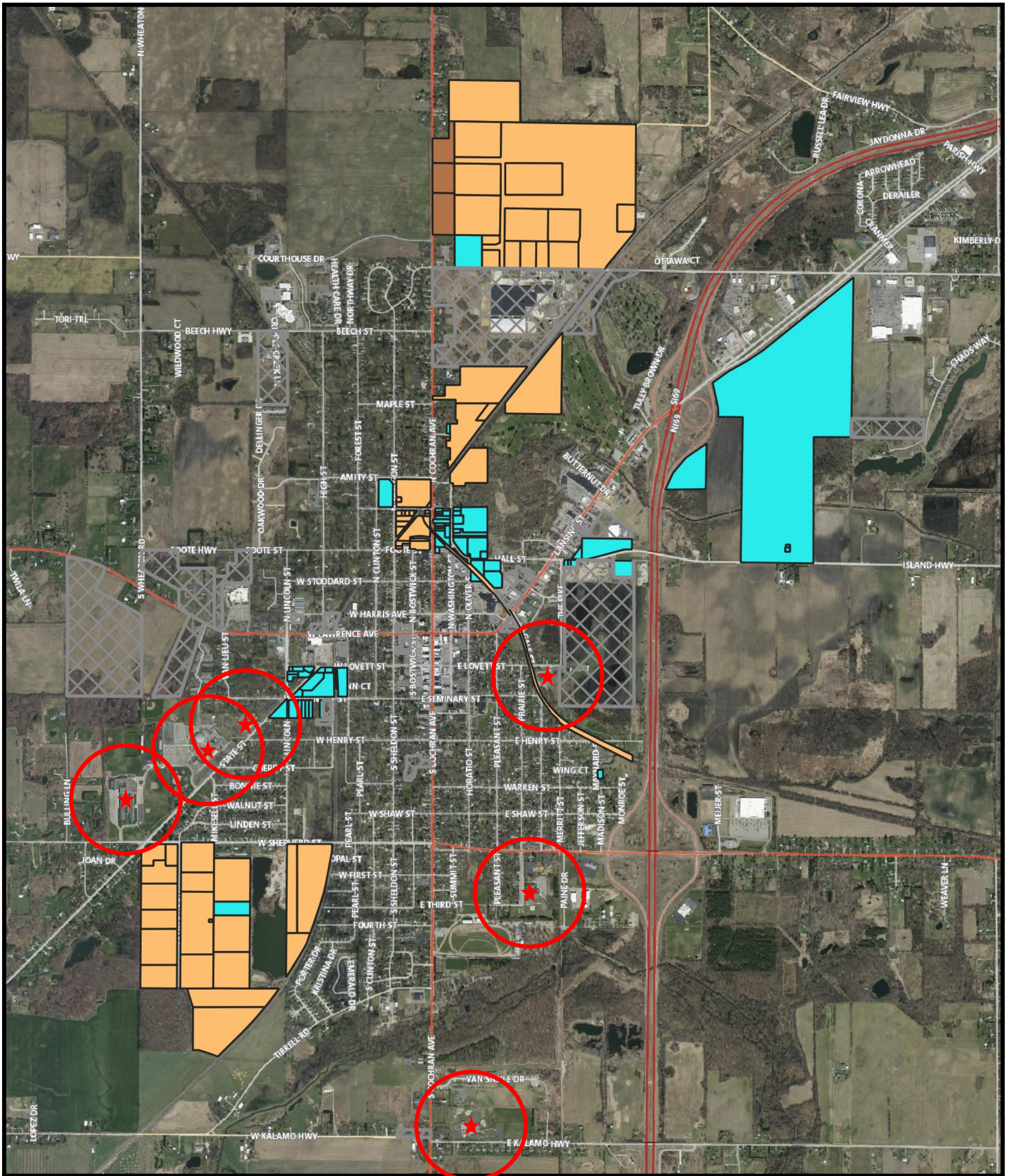
Beige: I-2 General Industrial

Brown: IRO Industrial Research & Office

Hashed: Mixed zoning with industrial

Star: School location

Circle: Approximate 1,000' school buffer



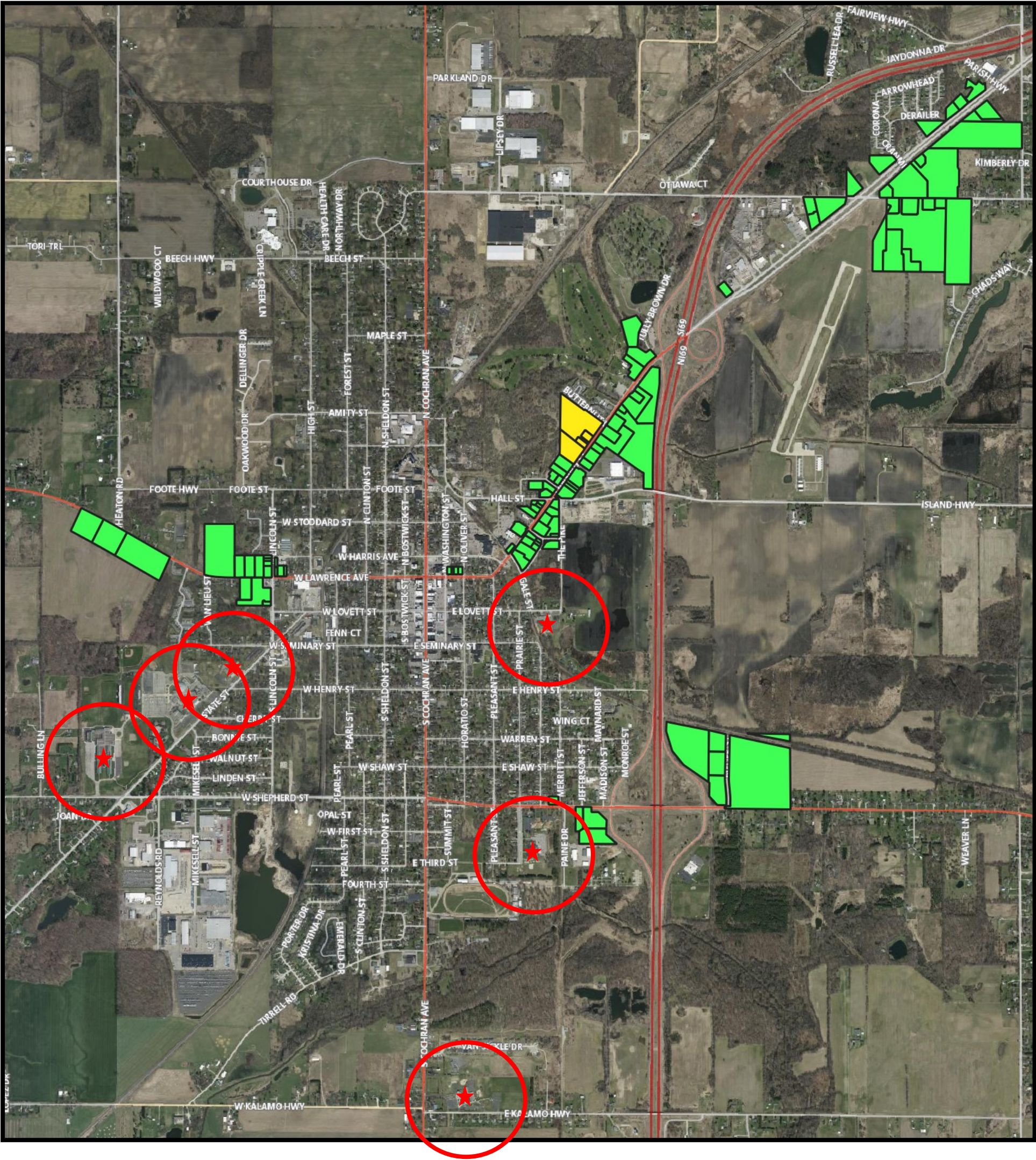
B-2 & B-3 Commercial Zones

Yellow: B-2 Community Business District

Star: School location

Green: B-3 General Business District

Circle: Approximate 1,000’ school buffer



MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, City Attorney

RE: CITY ATTORNEY REPORT

DATE: February 2, 2023

The following is my report to the City Council on issues in which our office has been engaged since the last Council meeting:

1. Memorandum of Understanding with the Rural Fire Association. I have prepared what hopefully are the last changes to the Agreement with the Rural Fire Association regarding two trucks the City is purchasing with Grant money received last year. The Memorandum of Understanding clarifies that should the trucks be disposed of, the Rural Fire Association would not receive any proceeds as the money came strictly from the City of Charlotte.
2. Charlotte Estates. I had a phone conference with the attorneys representing Charlotte Estates/The Meadows. They appear to be in the process of obtaining a bid to cut down the trees, hopefully this year. I will keep the Council apprised.
3. Resolution regarding City Manager. Elsewhere in the packet, you will find a resolution regarding the City Manager's performance review and providing for a proposed pay increase, which the Council will consider at this meeting.
4. Conversations with the City Manager. From time to time, I continue to have conversations with the City Manager regarding a variety of City matters.

TMH:cf



Manager's Report February 6th 2023 Council Meeting

Winter Taxes Due

Winter taxes are payable without penalty through February 14, 2023 at 5:00 pm. Payments received after the close of business will be considered late and subject to late payment penalties, this includes online payments. The Treasurer's Office will be open for in-person payments until 5 pm on Tuesday, February 14th.

City Hall Holiday Closures – February

City Hall will be closed on Monday, February 20th in observance of Presidents Day.

Emergency services are always available: Police and Fire dial 9-1-1 or DPW dial 517-543-8874. Payments can be made via drop box at the front lobby or rear parking lot or online at www.charlottemi.org. The regular Council meeting will be held on Tuesday, February 21st due to holiday observances.

February Communications

The February edition of City Beat and Charlotte Chronicles are both available now! Interested persons will find information on snow removal, assistance programs, and updates on recent City Council actions. Charlotte Chronicles can be found online here:

<https://www.charlottemi.org/charlotte-chronicles/>

City Beat, also found on the backside of the quarterly utility bill, can be found online here:

<https://www.charlottemi.org/about/city-beat/>

City Projects Update

Website Redesign – The City is working on redesigning the website. Staff is working on content updates to provide to the developer. We anticipate launching the new website later this spring.

We are also seeking public feedback on the content of the website redesign project. Interested persons can fill out the survey here: <https://docs.google.com/forms/d/e/1FAIpQLSekK--i5Pd2DhYSGSUGzSeWAI5jifHeJKKMRSbI3spOEPOuDA/viewform> The survey will be available until Friday, February 10th for public feedback.

Safe Routes to School – The City is working on notices to affected property owners for the Safe Routes to Schools program. The City will be doing tree removal work this winter, and

construction will commence in the spring. We will publish the project schedule once we have dates confirmed with the contractor.

Hall/Washington/McClure – The City has bid out the project to reconstruct Hall, Washington, and McClure streets. This project will include replacement and repairs to underground water and sewer utilities. We have been notified that suppliers of water/sewer main are seeing significant delays in excess of 30 weeks from order to take delivery. We are monitoring the situation to determine whether it will impact the overall construction timeline. Construction will commence this year; and we will publish the construction dates once MDOT awards the bid and the contractor confirms schedule.

Keyless Entry Project – The vendor is still delayed in delivery of the hardware required to complete installation; the supplier has said it may be April before they have the product. The installers have performed all the necessary prep work so that the work can be completed expeditiously once the hardware is acquired.

Water Rate Study – The consultant has completed the data and is finalizing the recommendations and report. He will be presenting the findings and providing an overview of recommendations for amendments to the ordinance and policies at the February 21st Council meeting.

Winter Snow Reminders

During the winter months, keeping roads and sidewalks safe for pedestrians and motorists requires everyone to help. Please keep in mind some tips when we have snow and ice conditions:

- The City has adopted an ordinance that requires property owners keep sidewalks clear of ice and snow. Property owners are required to clear the sidewalks within 48hrs of a snow or ice event. This helps ensure pedestrians, including those with mobility challenges and children have safe passage away from the roadway.
- The streets in the city are plowed by City, ECRC, and MDOT crews, depending on jurisdiction. Please do not push, blow, plow, throw or otherwise place the snow in the street; doing so creates a traffic hazard.
- If there is a hydrant in front of your home or business, please keep it cleared throughout the winter.

Volunteer Opportunities

The City has open opportunities for citizens to participate in their local government. We are seeking volunteers to serve on the Board of Review, Downtown Development Authority, Airport Advisory Board, and Camp Frances. Want to know more? Descriptions of the Boards, meeting dates, and more is available here: <http://www.charlottemi.org/board-and-commission-volunteer-opportunities-available/>

Interested persons can fill out an application to serve here:

<https://www.charlottemi.org/councilboards/boards-commissions/board-and-commission-application/>

Email Utility Billing Feature Now Available

Interested persons can now sign up for emailed billing of their quarterly utility bill. Please complete the form on the backside of your utility bill and return it to City Hall, in-person or drop-box, or you can sign up online at www.charlottemi.org/email-utility-bill-form/. Any person with questions or who needs to update their utility billing account, please contact UB Clerk Mikayla by phone at 517-543-8841 or email mdensmore@charlottemi.org.

General information about utility billing can be found on the city's website here:

<http://www.charlottemi.org/serviceadministration/finance/utility-information/> and you can check your utility billing information anytime online here: www.bsaonline.com

RAVE Alerts – Water Utility Bill Notification Feature

The City participates in RAVE Alerts which provides alert notifications to participants via voice, email, text, and posts to social media. We have expanded the service options to include targeted text and email messaging for quarterly utility billing. We will send out a notice to registered users when we send out the bills for their cycle area. This alert will notify them the bill has been mailed and provide other billing related information. If you're already registered for alerts, make sure your address information is up-to-date. There are several ways to register: Text CHARLOTTE to 67283; Download the Smart911 app; or Register for a free and secure safety profile online at Smart911.com.

Assistance Programs

For persons who may be facing financial difficulties with utilities, mortgage/rent, or other hardships, there are a number of assistance programs available. More information can be found on the city's website: <https://www.charlottemi.org/assistance-programs-available/>

Persons who are struggling can also dial 9-8-8 for crises and mental health support counseling services.

EATON COUNTY 911

Events by Nature Code by Agency

Agency: CFD, Event date/Time range: 01/01/2023 00:00:00 - 01/31/2023 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
CFD	CARDIAC OR RESP ARREST	0	0	1	1	2%	0:00:53	0:10:00	1:01:34	1:12:27	1:12:27
	COMPLAINT FIRE INVESTIGATION	0	1	2	3	5%	0:02:23	0:15:04	0:19:03	1:32:01	0:30:40
	LIGHT RESCUE	0	0	1	1	2%	0:02:57	0:05:14	0:03:06	0:11:17	0:11:17
	MEDICAL ASSIST	1	0	33	34	52%	0:00:14	0:04:42	0:15:59	11:00:53	0:19:26
	MISCELLANEOUS FIRE RUN	0	1	3	4	6%	0:01:57	0:04:43	0:27:34	2:10:20	0:32:35
	ODOR INVESTIGATION	0	1	2	3	5%	0:00:56	0:03:34	0:27:07	1:30:23	0:30:08
	PERSONAL INJURY CRASH	0	0	12	12	18%	0:00:26	0:05:26	0:19:20	5:02:22	0:25:12
	SMALL STRUCTURE FIRE	0	0	1	1	2%	0:00:36	0:04:51	0:54:12	0:59:39	0:59:39
	STRUCTURE FIRE LARGE	0	0	2	2	3%	0:02:08	0:13:53	0:52:51	2:15:36	1:07:48
	VEHICLE FIRE	0	0	2	2	3%	0:00:42	0:04:55	0:50:43	1:52:41	0:56:21
	WIRES DOWN	0	0	2	2	3%	0:01:27	0:02:57	0:17:25	0:43:37	0:21:49
Subtotals for No Summary Code		1	3	61	65	100%	0:01:20	0:06:51	0:31:43	28:31:16	0:38:51
Subtotals for CFD		1	3	61	65	100%	0:01:20	0:06:51	0:31:43	28:31:16	0:38:51