



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday, August 07, 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/83451590471>
One tap mobile: +16465588656,,83451590471#
Telephone: (312) 626-6799 Webinar ID: 834 5159 0471

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation – Jack Conklin - Lawrence Ave Methodist Church**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes**
 - a. July 17, 2023 Regular Council Meeting
 - b. July 31, 2023 Special Meeting
- 6. Absence of Council Members**
- 7. Public Comment - Limit presentation to five (5) minutes**
- 8. Approval of Agenda**
- 9. Communications and Committee Reports**
 - a. City Attorney Report
 - b. City Manager Report
 - c. Fire Dept. Monthly Report - July, 2023
 - d. Councilmember Committee Reports
- 10. Consent Agenda**
 - a. Approval of Claims and Expenditures totaling \$652,092.77
 - b. Approval of fireworks display for Frontier Days in September

- c. Resolution 2023-35 to approve contract with MDOT for railroad work for Safe Routes to Schools project
- d. Resolution 2023-36 to confirm appointment for Finance Director/Treasurer
- e. Resolution 2023-37 Approval of street closure for Sheldon Row block party
- f. Approval of permanent easement for Consumers utility at DPW facility, 301 Tirrell Hwy
- g. Approval of change order for police vehicle purchase

11. Business Agenda

- a. Approval of contract for replacement of overhead doors at the Downtown Fire Station
- b. Second reading and approval of Ordinance 2023-07 amending Chapter 68, to add Article V, Groundwater Protection to add regulations for certain parcels in the City

12. Public Comment

13. Mayor and Council Comments

14. 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
July 17, 2023

CALL TO ORDER:

By Mayor Armitage on Monday July 17, 2023, 7:00 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members Chin, Rodriguez, Van Langevelde and Dyer. Duweck was absent. A quorum was met.

City staff in attendance; City Manager LaPere, City Clerk LaRocque, and in the audience, Chief Brentar and Community Development Director Myrkle.

INVOCATION:

Fr. Dwight Ezop – St. Mary’s Catholic Church - unavailable

PLEDGE OF ALLEGIANCE:

Led by Mayor Armitage

APPROVAL OF MINUTES:

- a. July 05, 2023 Regular Council Meeting Minutes

Motion by Chin supported by Dyer to approve the meeting minutes. Carried; Yea 6; Nay 0; Absent 1

ABSENCE OF COUNCIL MEMBERS:

Motion by Chin supported by Van Langevelde to approve the absence of Council member Duweck. Carried; Yea 6; Nay 0; Absent 1

PUBLIC HEARING:

- a. Ordinance 2023-07 Groundwater Ordinance

Public comment opened at 7:02 and closed at 7:02 as no public comments were received.

PUBLIC COMMENT:

No comments

APPROVAL OF AGENDA:

Motion by Weissenborn supported by Chin to approve the meeting agenda moving consent agenda item c (Van Langevelde) to the business agenda. Carried; Yea 6; Nay 0; Absent 1

CONSENT AGENDA:

- a. Approval of Claims and Expenditures totaling \$284,732.83
- b. Approval of Delegates to MERS 2023 annual conference
- c. ~~Resolution 2023-31 approving grant application by the City on behalf of the Charlotte Community Library for the Eaton County Parks Grant Program~~ – requested by Van Langevelde to move item c to the business agenda
- d. Approval of Resolution 2023-32 authorizing temporary street closures for the Oddities Event
- e. Approve temporary grading easement 301 Tirrell Hwy Parcel #7001 for MDOT construction on Cochran
- f. Approval of temporary grading easement Bennett Park Parcel #7002 for MDOT construction on Cochran

Motion by Chin supported by Weissenborn to approve the consent agenda items a, b, d, e and f. Carried by roll call vote Yea 6; Nay 0; Absent 1

BUSINESS AGENDA:

- a. Resolution 2023-31 approving grant application by the City on behalf of the Charlotte Community Library for the Eaton County parks grant program

Motion by Dyer supported by Van Langevelde to approve Resolution 2023-31. Carried; Yea 6 Nay 0; Absent 1

- b. Second reading and approval of 2023-07 Groundwater Ordinance

Motion by Van Langevelde supported by Chin to **TABLE** approval of 2023-07 Groundwater Ordinance until such time that the language corrections by EGLE are completed. Carried; Yea 6 Nay 0; Absent 1

- c. Approve trickling filter pump #3 purchase

Motion by Dyer supported by Van Langevelde to waive the bid process and allow a single source for the purchase of a trickling filter pump. Carried; Yea 5 Nay 1 (Rodriguez); Absent 1

- d. Approve UV bulb purchase for wastewater treatment plant

Motion by Dyer supported by Van Langevelde to approve UV bulb purchase for the WWTP. Carried; Yea 6 Nay 0; Absent 1

- e. Appoint chairperson for August 7th council meeting

Both Mayor Armitage and Mayor Pro-Tem Weissenborn have planned absences at the August 7th meeting.

Dyer was nominated by Van Langevelde and supported by Rodriguez to chair the August 7th council meeting. No other nominations were offered.

Motion by Weissenborn supported by Van Langevelde to appoint Dyer as Chairperson for the August 7th council meeting. Carried; Yea 6 Nay 0; Absent 1

- f. Discussion on social districts

Motion by Chin supported by Van Langevelde to approve moving forward with the development of a social district. Carried; Yea 6 Nay 0; Absent 1

- g. Consider Resolution 2023-33 to create a council committee to develop monthly department reporting requirements

Motion by Chin supported by Rodriguez to approve the creation of a council committee to develop monthly department reporting requirements - **Motion withdrawn** by Chin

- h. Discussion on council Policy 2021-04 Order of Business at council meetings

Motion by Dyer supported by Van Langevelde to approve moving “Communications and Committee Reports” to appear following “Special Presentations” on the agenda order. Carried; Yea 5 Nay 1 (Armitage); Absent 1

COMMUNICATIONS AND COMMITTEE REPORTS:

- a. City Attorney report was received
- b. City Manager report was received
- c. Monthly FD Report – June 2023
- d. Monthly PD Report – June 2023

Chief Brentar answered questions by council and was congratulated for passing the FBI audit with flying colors.

- e. Council member Committee Reports

No reports

PUBLIC COMMENT:

No comments

Mary LaRocque, City Clerk

MAYOR AND COUNCIL COMMENTS:

Van Langevelde – noted two National Anthem singers at the (Eaton County) fair who sang beautifully; be safe in construction zones and thank you to the DPW and road construction workers.

Rodriguez – no comment

Weissenborn – no comment

Dyer – no comment

Chin – apologized for wearing sunglasses during the meeting, they are to cover his black and blue eyes from recent eye surgery

Armitage – noted all the ongoing construction as a sign of progress; construction at the schools; Hall, Washington and McClure; Safe Routes to School sidewalk project; Island Hwy coming soon, and the Cochran road project with MDOT next year – thank you to all involved in these projects.

ADJOURN:

Motion by Dyer supported by Van Langevelde to adjourn the meeting at 8:03 p.m. Carried; Yea 6; Nay 0; Absent 1

Mayor Michael Armitage

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Special Meeting
July 31, 2023

CALL TO ORDER:

By Mayor Armitage on Monday July 31, 2023 at 7:00 p.m.

ROLL CALL:

Council members in attendance; Mayor Armitage, Mayor Pro-Tem Weissenborn, Duweck, Dyer, Chin, Van Langevelde, and Rodriguez. A quorum was met.

City staff in attendance; City Manager LaPere, and City Clerk LaRocque.

PLEDGE OF ALLEGIANCE:

Led by Mayor Armitage

ABSENCE OF COUNCIL MEMBERS:

All present

PUBLIC COMMENT:

Wilford Whitford – resident – upset about the construction mess on High St.

APPROVE AGENDA:

Motion by Dyer supported by Weissenborn to approve the agenda. Carried; Yea 7, Nay 0, Absent 0

BUSINESS AGENDA:

- a.** Approve resolution 2023-34 to accept the resignation of the City Manager and establish a Council ad Hoc Committee to review options for the recruitment of a replacement.

Council decided against establishing a separate committee at this time but to rather direct LaPere to contact a few recruitment services to obtain quotes. Council to cancel the workshop meeting on Wednesday August 16 and schedule a

special meeting on Monday August 14 at 7:00 p.m. to discuss these options.

Motion by Dyer supported by Duweck to accept the resignation of the City Manager and to direct her to solicit quotes for recruitment services and to cancel the workshop meeting on Wednesday August 16 and schedule a special meeting on Monday August 14 to discuss these quotes. Carried; Yea 7; Nay 0; Absent 0.

PUBLIC COMMENT:

No comments

MAYOR AND COUNCIL COMMENTS:

No comments

ADJOURNMENT:

Motion by Dyer supported by Weissenborn to adjourn at 8:05 p.m. Carried. Yea 7; Nay 0; Absent 0

Michael Armitage, Mayor

Mary LaRocque, City Clerk

McGINTY, HITCH, PERSON, ANDERSON & REVORE, P.C.

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MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, David M. Revore, City Attorneys

RE: **CITY ATTORNEY REPORT**

DATE: August 4, 2023

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

1. Charlotte Estates. A mediator has been selected, and a mediation date has been set for August 9, 2023, at our law offices. The mediator is the Honorable Kenneth W. Schmidt, Circuit Court for the County of Bay. He is retired from that position and maintains a mediation practice, as well as accepting assignments to act as an interim Circuit Court Judge wherever appointed by the Michigan Supreme Court. He has experience mediating the acquisition of easements for companies, such as Consumers Energy. Erin LaPere, Bryan Myrkle, and I will be attending on behalf of the City. I participated in numerous mediations, and it is my experience that the mediators work very hard to bring about a resolution of the matter. We will keep the Council apprised.

2. Fire Department Matters. This office has been engaged in assisting the City Manager with issues relating to the Fire Department, including another meeting with the Volunteer Fire Department regarding their Constitution and Bylaws. The City's VFD subcommittee and representatives from the Volunteer Fire Department anticipate meeting again in August.

3. Police Department Matters. Mr. Revore participated with Chief Brentar and others on the Police Department oral board for Captain. This office continues to review the City's ordinances for legal updates.

4. Prosecution and Code Enforcement. This office prosecuted 23 cases in June and 13 in July. This office is also engaged in several pending code enforcement matters.

5. Marijuana Zoning Ordinance. Mr. Revore and the City Manager attended the City Planning Commission on August 1, 2023, where the Planning Commission voted 7-1 to recommend the City of Charlotte Commercial Cannabis Overlay Districts (ZO Amendment).

6. Conversations with the City Manager, Chief of Police, and Directors. This office maintains frequent conversations with the City Manager, the Chief of Police, and City officials regarding a variety of City matters.

TMH/DMR:cf



Manager's Report August 7th 2023 Council Meeting

August Communications

The August Charlotte Chronicles and City Beat are available online now. Interested persons will find information on the proposed commercial marihuana licensing program, public safety updates, volunteer opportunities, community events, and much more!

Charlotte Chronicles - <https://charlottemi.gov/wp-content/uploads/2023/08/August-2023.pdf>

City Beat - <https://charlottemi.gov/wp-content/uploads/2023/08/City-Beat-2023-August.pdf>

Archived editions can be found here: [City Beat](#), and here: [Charlotte Chronicles](#).

Departmental Activity Updates – July

Reports from DPW, City Clerk, and Community Development for the month of July are attached for Council's review.

Code Enforcement/Rental Inspection Updates

The City Code Enforcement Officer has filed 13 violations in July, 70% were tall grass complaints. A copy of the prior month's activity is attached.

We have 22 properties that are vacant and in need of varying level of maintenance. We have sent first to the owners of all properties, and second notices to those who have not responded. Nine properties are in "fair" condition, and those are lowest priority as they require least amount of work to be in compliance with property maintenance code. Three of these property owners have responded. Six are in "poor" condition and are second tier priority. Two of these property owners have contacted us from this tier. Seven properties are in "blight" condition wherein the properties are in need of significant rehabilitation work to be safe for human occupation. Two of these property owners have responded to our notices.

Volunteer Opportunities

The City has open opportunities for citizens to participate in their local government. We are seeking volunteers to serve on the Airport Advisory Board, Downtown Development Authority, and the Board of Review. Interested persons can fill out an application to serve here:

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

Have questions? Contact the Mayor or City Clerk to find out more.

Lead Service Line Replacements

The City of Charlotte Department of Public Works (DPW) is verifying the material of water service lines throughout the City as a requirement of the 2018 Michigan Lead and Copper Rule. EGLE is requiring a complete inventory of the water service lines by January 1, 2025. The inventory must include material verification at 3 locations along the service line, including inside the home where the water service comes into the house. The City received a Grant from EGLE to help with the material verification.

You may contact DPW at 517-543-8858 to set up an appointment for the material identification. The inspections require DPW staff to enter your home for a brief period to identify water service material where your water service enters your home. All personnel associated with the verification will have identification verifying they are a DPW employee.

In place of an in-home inspection, a survey is available to residents to complete which includes taking a picture of the water service line at the in-home water meter. Contact DPW for more information on completing the survey at 517-543-8858 or email edean@charlottemi.org.

Reminder: Email Utility Billing Feature 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 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

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.

CITY CLERK'S OFFICE JULY 2023 REPORT

The City Clerk's office strives to provide excellent customer service to both internal and external customers of the City of Charlotte. This report lists some of the functions performed by City Clerk LaRocque and Deputy City Clerk Middaugh during the month.

CITY MEETINGS

- Prepared, published and posted meeting agendas/notices and minutes
- Attended City Council, DDA and Planning Commission meetings and completed minutes
- Certify, sign and distribute various resolutions, ordinances, contracts, agendas and minutes as approved by Council

HUMAN RESOURCES

- Processed BCN HRA insurance claims
- Processed 2 Workman's Comp claims and 1 FMLA with Short-Term Disability claim
- Attended various interviews for DPW Laborer, Fire Chief, Police Captain and Finance Director/Treasurer
- Processed employee hire – DPW Laborer
- Calculate various annual benefit payouts and update PTO banks
- Contacting, issuing and gathering employee paperwork for election inspectors
- Researching software options for the management of onboarding, new hire forms and employee self-serve capabilities
- Research MERS 457(b) replacement plan
- Registered 2 employee delegates to the MERS Annual Conference and business meeting
- Process various updated tax or benefit forms submitted by employees

FOIA

- Received and answered 3 FOIA requests in July (total of 35 since January)

PERMITS

- Chicken permit issued for 201 W. McClure St.

ELECTIONS

- Processed City Council candidate filings and submitted to the County
- Contacting election inspectors in preparation of election
- Attended Eaton County clerk meeting discussing a collaborative plan to administer 9-day elections
- Registered and updated elector records in the Qualified Voter System (QVF) and mailed Voter ID cards

PURCHASING

- Presided the bid opening of the Overhead Door project

RECORDS

- Scanned, filed, and shredded various records according to records retention policies
- Update City website information; notices; and meeting documents as needed

RENTALS

- Process applications for the rental of Bennet Park Pavilion and Camp Frances Cabin
- Communicate with DPW and Camp Frances to facilitate those rentals

OTHER

- Performed Notary Public services
- Provide service to customers at the counter
- Field various phone calls, emails and online inquiries
- Deputy Clerk Middaugh also functions as utility biller for the Finance Director/Treasurer department
- Research, resolve and approve various department invoices

DEPARTMENT OF PUBLIC WORKS

PROJECT STATUS REPORT

August 4, 2023

PROJECTS IN PROGRESS

Water Reliability Study

We have received comments back from EGLE six months after its submittal, and we're working with the consultant to address EGLE's questions and comments.

DWAM Grant

Potholing for lead service lines through the grant continues. We hope to complete the grant work by the end of the year. There are still GIS updates that need to be made, but we are working with the specialist on that.

Lead Service Line Identification

When time allows, the DPW staff has been potholing services. Additionally, both divisions are working on obtaining service material inside of houses.

Wellhead Protection Grant

A grant request has been submitted to update our wellhead protection brochures. We won't know until October if we have been awarded a grant. While we currently don't have a grant, the wellhead protection team continues to meet quarterly.

Sanitary Survey for the Water System

We continue to work on answers to the inane questions and comments from EGLE. Other information has also been provided as requested.

Hall Washington McClure Street Reconstruction

The underground utilities should be complete in the coming weeks. Concrete will be poured after that, then paving. The October completion date should be met.

Safe Routes to School Project

The contractor has completed approximately one-third of the project. Those parts that are complete have already been seeing a lot of pedestrian traffic. Once the High Street area work is complete, they will be moving over to Henry St. and other areas near the CUE.

BL-69 Bridge Replacement-MDOT

We continue to work with MDOT on this project. We most recently have reviewed the sewer pumping bypass plan along with processing several easements related to the project. It is scheduled to be let this fall, with construction starting next June. Please note that this will be a complete road closure.

Exempt Railroad Crossings

We have met with MDOT for a Diagnostic Study Team Review at the Lovett St. rail crossing owned by Charlotte Southern Railroad. It has been ordered that we post Exempt signs which relieves certain vehicles of the responsibility to stop at these crossings before proceeding. Based

on the railroad's response to the DSTR, we have submitted paperwork to make exempt three other crossings owned by Charlotte Southern on our City roads. MDOT will be responsible for submitting DSTRs for crossings on their trunklines.

Island Highway Drain/ Road Project

The contractor has started work to make the drain crossing under I-69. They will continue with the drain project, and it is anticipated that the road work may start in October.

Five Year Park Plan Update

We have had a kick-off meeting with the consultant on the project to review the process and goals. The Park Advisory Board will be reviewing the public outreach questions at their next meeting. CARC has been and will continue to be involved in the process. Anticipated completion date is January, 2024.

CARC Grant Application

We have submitted an application to the Recreation Coop to secure funding for half of the Five-Year Park Plan update. They did not have a quorum, so it will be revisited at their August meeting.

Park Advisory Board

We have upcoming meetings that will primarily focus on the Five-Year Plan update.

Park Vandalism/ Maintenance/ Upgrades

We have had a recent rash of vandalism in Bennett Park including broken fixtures in the bathrooms, defacing of trees, and a late-night fire on both sides of the bathrooms. The fires occurred on a Thursday night, just ahead of a busy weekend in the park. DPW staff cancelled all Friday plans, power washed both bathrooms, and repainted them to get rid of the smoke smell. Repairs were complete by the end of the day.

Site Plan Reviews

We are currently only reviewing one site plan for an expansion at the Eaton County Youth Facility.

Permitting

We continue to review and issue permits for work in the right-of-way. Water and sewer permits continue. We have recently reviewed and reissued two Industrial Pretreatment discharge permits.

Community Development Updates

- Successfully closed on property sale with Charlotte Anodizing
- Making outreach to certain property owners in Combs Park to deed-over the isolated small property 'islands' identified during recent survey work there
- Working with Anderson Construction and EGLE to get the land clearing activities authorized: will require a wetlands delineation
- Working with new owners of Old School Village apartments and Eaton County to facilitate interior clean-up of this site
- Working with Signature Associates on issues related to Charlotte Plaza and its anticipated ownership transition
- Working with Tom Hitch on airport easements mediation
- Continued working on Master Plan project
- Facilitated public hearing on commercial cannabis overlay zoning before Planning Commission
- Pat K and Cheri C working on abandoned homes/vacant structures
- Consulted with Sanstone Estates on possibilities for non-buildable residential lots
- Consulted with American Legion on property use opportunities
- Working with CharlotteRising on a media plan for the organization
- Working with CharlotteRising to organize a 'refresh' of pocket park (planters, clean-up, etc)
- Working with Festival Alliance on creation of a series of self-guided 'tours of charlotte' for visitors and potential new residents
- Assisted many homeowners with projects - fences, pools, sheds, garages, etc - very busy summer season
- Assisted many Realtors and appraisers with property related inquiries

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
EN230130	WARREN	Tall Grass/Weed Compl	07/12/2023	Open Complaint			
EN230131	FOREST	Tall Grass/Weed Compl	07/12/2023	Open Complaint			
EN230132	HENRY	Tall Grass/Weed Compl	07/11/2023	Open Complaint			
EN230133	PRAIRIE	Property Maint	07/13/2023	Open Complaint			07/19/2023
EN230134	SHEPHERD	Property Maint	07/17/2023	Open Complaint			
EN230135	HARRIS	Tall Grass/Weed Compl	07/18/2023	Open Complaint			
EN230136	COCHRAN	Tall Grass/Weed Compl	07/17/2023	Open Complaint			
EN230137	CANTERBURY	Tall Grass/Weed Compl	07/17/2023	Open Complaint			
EN230138	BEECH	Tall Grass/Weed Compl	07/17/2023	Open Complaint			
EN230139	FOREST	Property Maint	07/17/2023	Open Complaint			
EN230140	LINCOLN	Tall Grass/Weed Compl	07/17/2023	Open Complaint			
EN230141	PEARL	Property Maint	07/19/2023	Open Complaint			
EN230142	CHERRY	Tall Grass/Weed Compl	07/18/2023	Open Complaint			

Records: 13

Population: All Records

Enforcement.DateFiled Between 7/1/2023 12:00:00 AM AND 7/31/2023 11:59:59 PM

EATON COUNTY 911

Events by Nature Code by Agency

Agency: CFD, Event date/Time range: 07/01/2023 00:00:00 - 07/31/2023 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	BRUSH FIRE	0	0	2	2	2%	0:00:30	0:04:00	0:22:50	0:54:38	0:27:19
	CARDIAC OR RESP ARREST	0	0	6	6	7%	0:00:22	0:09:04	0:22:00	2:38:56	0:26:29
	COMMERCIAL FIRE ALARM	0	0	4	4	5%	0:01:34	0:04:20	0:17:49	1:14:00	0:18:30
	COMMERCIAL STRUCTURE FIRE	0	0	1	1	1%	0:00:00	0:24:44	0:51:00	1:15:44	1:15:44
	COMPLAINT FIRE INVESTIGATION	0	2	2	4	5%	0:02:22	0:11:57	0:26:40	1:48:17	0:27:04
	HAZARDOUS MATERIALS	0	1	0	1	1%	0:00:00	0:03:26	2:59:06	3:02:32	3:02:32
	LIGHT RESCUE	0	0	1	1	1%	0:00:56	0:04:29	0:07:26	0:12:51	0:12:51
	MEDICAL ASSIST	0	5	23	28	35%	0:00:11	0:05:09	0:15:53	8:53:11	0:19:03
	MISCELLANEOUS FIRE RUN	1	5	2	8	10%	0:00:06	0:04:33	0:17:51	2:23:45	0:20:32
	ODOR INVESTIGATION	0	0	1	1	1%	0:00:56	0:05:43	2:12:01	2:18:40	2:18:40
	PERSONAL INJURY CRASH	0	0	11	11	14%	0:00:26	0:05:25	0:36:57	7:50:53	0:42:48
	STRUCTURE FIRE LARGE	0	0	3	3	4%	0:00:37	0:09:35	0:44:59	2:45:36	0:55:12
	VEHICLE FIRE	1	1	4	6	7%	0:00:57	0:03:50	0:21:38	2:12:11	0:26:26
	WIRES DOWN	0	0	5	5	6%	0:01:17	0:03:34	0:16:49	1:44:48	0:20:58
Subtotals for No Summary Code		2	14	65	81	100%	0:00:51	0:07:08	0:43:47	39:16:02	0:49:35
Subtotals for CFD		2	14	65	81	100%	0:00:51	0:07:08	0:43:47	39:16:02	0:49:35

— THE CITY OF —
CHARLOTTE
— MICHIGAN —

Memo

To: Honorable Mayor Armitage, City Council
From: Mary LaRocque, City Clerk
Date: August 02, 2023
Re: Claims and Expenditures for Council approval on August 07, 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.

Answers to Council inquiries, if any, are included in the meeting packet.

Financial Impacts

Insurance claims week of July 17, 2023	\$ 719.28
Insurance claims week of July 24, 2023	\$ 777.26
Insurance claims week of July 31, 2023	\$ 1,275.65
Payroll paid Friday July 28, 2023	\$100,310.62
Invoiced claims as of August 02, 2023	<u>\$549,009.96</u>
Total	<u>\$652,092.77</u>

Suggested Motion

Motion to approve Claims and Expenditures in the amount of **\$652,092.77**

08/02/2023 02:42 PM
User: CKOENIG
DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 07/13/2023 - 08/02/2023
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 1/10

Vendor Code	Vendor Name	Invoice	Description	Amount
01691	1ST AYD CORPORATION	PSI627725	SUPPLIES	522.98
TOTAL FOR: 1ST AYD CORPORATION				522.98
01673	ALEXANDER CHEMICAL CO	69950	FLUORIDE	1,722.00
TOTAL FOR: ALEXANDER CHEMICAL CO				1,722.00
01667	ALTOGAS	07.17.2023	15# PROPANE	12.00
TOTAL FOR: ALTOGAS				12.00
01764	AMAZON CAPITAL SERVICES	117F-6NQN-CCQ7	ACCOUNT # A264N6SLCWDWHU (MONITORS)	179.98
		11KN-7FGD-P3TM	ACCOUNT # A264N6SLCWDWHU (REPLACE HARD HATS)	42.08
		19N3-LKYG-CLYK	ACCOUNT # A264N6SLCWDWHU (BRAUNY PAPER TOWELS, GARBAGE BAGS)	79.66
		1DP7-KGLX-KFJH	ACCOUNT # A264N6SLCWDWHU (DART FOAM CUPS, MULTIFOLD 2 PLY PAPER TOWELS)	160.89
		1HTH-KVFD-F9F7	ACCOUNT # A264N6SLCWDWHU (MONITORS)	288.90
		1NKV-7XVK-RJFG	ACCOUNT # A264N6SLCWDWHU	107.68
TOTAL FOR: AMAZON CAPITAL SERVICES				859.19
02036	AMAZON CAPITAL SERVICES	1FRT-GXFK-YF36	ACCT # A1K517P63NLQUT(POLICE)	13.99
		1HYG-R6TC-PF7P	ACCT # A1K517P63NLQUT(POLICE)	14.98
		1QFC-NQG1-TGMH	ACCT # A1K517P63NLQUT(POLICE)	194.22
		1W7L-RG4N-G9JP	ACCT # A1K517P63NLQUT(POLICE) DESK ORGANIZER	34.98
TOTAL FOR: AMAZON CAPITAL SERVICES				258.17
01665	AMBS MESSAGE CENTER INC.	230710286	ANSWERING SERVICE (SERVICE PERIOD 08.01.2023 - 08.31.2023)	115.90
TOTAL FOR: AMBS MESSAGE CENTER INC.				115.90
01635	AT&T LONG DISTANCE	131573146.6	AIRPORT INTERNET	71.94
TOTAL FOR: AT&T LONG DISTANCE				71.94
01622	AXON ENTERPRISE INC	INUS165057	TASER 7 CERTIFICATION BUNDLE	4,224.60
TOTAL FOR: AXON ENTERPRISE INC				4,224.60
01608	BARYAMES CLEANERS	BN1615-07.17.202	DRY CLEANING - FIRE	62.10
		BN1616-07.17.202	DRY CLEANING - POLICE	108.26
TOTAL FOR: BARYAMES CLEANERS				170.36
01600	BECKETT & RAEDER	2023585	2023044 CHARLOTTE MASTER PLAN & ZONING ORDINANCE	4,914.85
TOTAL FOR: BECKETT & RAEDER				4,914.85

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01594	BESCO WATER TREATMENT	4135077	NEW WATER SOFTNER (WEST SIDE FIRE)	2,739.00
TOTAL FOR: BESCO WATER TREATMENT				2,739.00
01584	BIOTECH AGRONOMICS	3430	SLUDGE TESTING	395.00
TOTAL FOR: BIOTECH AGRONOMICS				395.00
01581	BLUE CARE NETWORK	231880018607	MEDICAL COVERAGE (COVERAGE PERIOD 08.01.2023 - 08.31.2023)	56,602.17
TOTAL FOR: BLUE CARE NETWORK				56,602.17
01561	BS&A SOFTWARE	148241	ANNUAL SERVICE/SUPPORT FEE- COVERAGE DATES OF AUG 1ST 2023 - AUG 1ST 2024	3,064.00
TOTAL FOR: BS&A SOFTWARE				3,064.00
01558	BULLSEYE PEST DEFENSE	2065071123	BAIT STATIONS CHECKED IN FIRE DEPT AND POLICE DEPARTMENT	125.00
TOTAL FOR: BULLSEYE PEST DEFENSE				125.00
01555	BYRUM ACE HARDWARE	295618	PLUMBING/FITTINGS	59.12
		295821	NUTS & FASTENERS	18.89
		295842	DRILL BIT & BOLT	13.18
		296399	PROPANE FILL	30.00
		296899	POISON IVY SPRAY	59.98
		297114	PIPE FITTING SUPPLIES	74.95
		297233	LACQUER THINNER	23.99
		297878	PAINTING SUPPLIES	120.96
		297914	SUPPLIES	11.99
		297926	PAINT SUPPLIES	30.56
		297990	PAINT	75.98
		298013	PAINT	75.98
		298041	LIGHT BULBS	17.99
		299388	CONTRACTOR BAGS	27.98
		299393	PAINT SUPPLIES	41.99
		299424	TAPE MEASURE, RACHET BIT DRIVER	44.98
		299578	CABLETIE	9.99
		299728	90 ELBOW	9.37
		300591	PLUMBING	6.77
TOTAL FOR: BYRUM ACE HARDWARE				754.65
01882	CALEDONIA FARMERS ELEVATOR	432545	TIRES UNIT 19	950.04
		457928	TRAILER TIRE AND VALVE STEM	94.53
		4758159	PATCH & TIRE LABOR	17.75
		4758209	PARCH, LABOR, BP-1 BIAS BOOT	26.75
TOTAL FOR: CALEDONIA FARMERS ELEVATOR				1,089.07
01548	CANDY FORD, INC.	139329	TRUCK 311 OIL CHANGE KIT	29.89
TOTAL FOR: CANDY FORD, INC.				29.89

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	Invoice	Description	
01547	CANON FINANCIAL SERVICES, IN		
	30891080	07/01/2023-07/31/2023	253.73
TOTAL FOR:	CANON FINANCIAL SERVICES, IN		253.73
00849	CAPITAL ASPHALT		
	5078	COLD PATCH	2,313.30
TOTAL FOR:	CAPITAL ASPHALT		2,313.30
01954	CAPITAL CITY JANITORIAL LLC		
	119	CONTRACTUAL CLEANING MONTH OF: JULY	507.52
TOTAL FOR:	CAPITAL CITY JANITORIAL LLC		507.52
01791	CARLETON EQUIPMENT COMPANY		
	01-610900	FEC-BLADE BODY WELD STUMPEX	5,775.00
TOTAL FOR:	CARLETON EQUIPMENT COMPANY		5,775.00
01515	CHARLOTTE ELECTRIC MOTORS		
	00064	MOTOR COOLING FAN	46.00
TOTAL FOR:	CHARLOTTE ELECTRIC MOTORS		46.00
01512	CHARLOTTE LITHOGRAPH		
	130248	BANNERS FOR FAIR	55.00
TOTAL FOR:	CHARLOTTE LITHOGRAPH		55.00
01086	CHRIS MILLER		
	590226	BOOT REIMBURSEMENT	147.34
TOTAL FOR:	CHRIS MILLER		147.34
01902	CHRIS SLOAN		
	07.27.2023	2023 Q2 APR - JUN FOOD ALLOWANCE	165.00
TOTAL FOR:	CHRIS SLOAN		165.00
01520	CITY OF CHARLOTTE		
	03821	SUMMER TAX - 1325 ISLAND HWY	6,838.05
TOTAL FOR:	CITY OF CHARLOTTE		6,838.05
01496	CITY SERVICES, INC.		
	S105213064.001	VALVE INSERTION	12,050.00
TOTAL FOR:	CITY SERVICES, INC.		12,050.00
01489	CMP DISTRIBUTORS INC		
	76927	SIGHTS	4,335.00
	76974	SIGHTS	192.00
	77141	VORTEX THREAT LEVEL II CONCEALABLE BALLISTIC VEST	1,035.00
TOTAL FOR:	CMP DISTRIBUTORS INC		5,562.00
02022	COLLEGE H.U.N.K.S. HAULING JUNK		
	7546564	JOB 7546565: 210 W. SHAW ST.	723.00
TOTAL FOR:	COLLEGE H.U.N.K.S. HAULING JUNK		723.00
01397	COUNTY OF EATON		
	2021-00000127	2018/2019 CHARGEBACKS	0.52
	2023-00000132	CHARGEBACKS	13.70
TOTAL FOR:	COUNTY OF EATON		14.22

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00595	CTT-MTU	INV-46937	2023 MICROSOFT EXCEL WORKSHOP	20.00
TOTAL FOR: CTT-MTU				20.00
01439	D & K TRUCK COMPANY	1163292	ROD ASSEMBLY	287.75
		1165222	LED HEADLIGHTS SNORKEL	330.00
TOTAL FOR: D & K TRUCK COMPANY				617.75
01884	DAN DALY	07.27.2023	2023 Q2 APR - JUN FOOD ALLOWANCE	165.00
TOTAL FOR: DAN DALY				165.00
01431	DAVID CHAPMAN AGENCY INC	22816	RENEWAL 23/24	2,784.00
TOTAL FOR: DAVID CHAPMAN AGENCY INC				2,784.00
01428	DELTA DENTAL PLAN OF MICHIGAN	RIS0005046633	DENTAL BILLING PERIOD 08.01.2023 THRU 08.31.2023	4,231.97
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN				4,231.97
01905	DERRICK VIANE	07.27.2023	2023 Q2 APR - JUN - FOOD ALLOWANCE	165.00
TOTAL FOR: DERRICK VIANE				165.00
02017	DINGES FIRE COMPANY	42702	SAW BLADES	109.68
TOTAL FOR: DINGES FIRE COMPANY				109.68
01904	DOMINIC CURTIS	07.27.2023	2023 Q2 APR - JUN - FOOD ALLOWANCE	165.00
TOTAL FOR: DOMINIC CURTIS				165.00
01409	DUBOIS COOPER ASSOCIATES INC	442147	SUBMERSIBLE PUMP, IMPELLAR	8,628.36
TOTAL FOR: DUBOIS COOPER ASSOCIATES INC				8,628.36
01392	EATON CUSTOM SEWING	1541	UNIFORM & CLEANING	196.00
TOTAL FOR: EATON CUSTOM SEWING				196.00
01380	EDWARDS INDUSTRIAL SALES	3381466	REPLACEMENT BELTS	112.56
TOTAL FOR: EDWARDS INDUSTRIAL SALES				112.56
01375	ELHORN ENGINEERING COMPANY	298178	CHLORINE	3,865.00
TOTAL FOR: ELHORN ENGINEERING COMPANY				3,865.00

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Vendor Code	Vendor Name	Description	Amount
Invoice			
00932	ERIC ROGERS LLC		
31338		WATER FLOWERS	1,235.00
31339		WEEKLY LAWN MOWING	1,300.00
31393		WEEKLY LAWN MOWING	2,158.00
31406		WEEKLY LAWN MOWING	1,709.00
TOTAL FOR: ERIC ROGERS LLC			6,402.00
01365	ETNA SUPPLY		
S105161478.002		COUPLINGS	363.00
S105161478.005		COUPLING NO LEAD FORD	75.00
S105196235.001		SEWER CAP	177.60
S105196235.002		SEWER CAP & SEWER FITTING	309.00
S105196235.003		SEWER FITTING	23.00
S105196235.004		SEWER CAP	280.00
S105196235.005		SEWER TEES	225.00
S105196235.006		TOP LID	294.00
S105200484.001		COUPLING	220.00
S105200484.002		COUPLING NO LEAD FORD	342.00
S105216210.001		COPPERHORNS	1,120.00
TOTAL FOR: ETNA SUPPLY			3,428.60
01358	FAMILY FARM & HOME		
001624/C		HITCH PIN & LOCK PIN	11.23
TOTAL FOR: FAMILY FARM & HOME			11.23
01352	FCI AUTOMATION		
00069445		HYDRAULIC HOSE FOR TRUCK 315	84.78
TOTAL FOR: FCI AUTOMATION			84.78
01964	FERGUSON ENTERPRISES, LLC # 2000		
6917814		BAND CLAMPS	67.93
6918078		BAN CLAMPS	15.43
6920145		BAND CLAMPS	11.79
TOTAL FOR: FERGUSON ENTERPRISES, LLC # 2000			95.15
01113	FERGUSON WATER WORKS FKA		
6917814		PLUMBING	67.93
6918078		PLUMBING	15.43
6920145		PLUMBING	11.79
TOTAL FOR: FERGUSON WATER WORKS FKA			95.15
01330	FISHBECK, THOMPSON, CARR		
425870		PROFESSIONAL SERVICES	63,402.10
TOTAL FOR: FISHBECK, THOMPSON, CARR			63,402.10
01322	GALE BRIGGS, INC.		
83371		BIRDS EYE	368.00
TOTAL FOR: GALE BRIGGS, INC.			368.00
01319	GARDENSCAPES LAWN & LANDSCAPE		
01420		MEMORIAL PARK JUNE 2023	230.00
TOTAL FOR: GARDENSCAPES LAWN & LANDSCAPE			230.00
01438	HASSEL FREE FUELS		
CFSI-9404		ACCOUNT # 010109 (FIRE) FUEL	769.69
CFSI-9474		ACCOUNT # 010109 (FIRE) FUEL	581.75
TOTAL FOR: HASSEL FREE FUELS			1,351.44

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02037	HASSEL FREE FUELS			
		CFSI-9356	ACCNT #010107 (DPW/WWTP) FUEL	1,595.43
		CFSI-9415	ACCNT #010107 (DPW/WWTP) FUEL	2,262.12
TOTAL FOR: HASSEL FREE FUELS				3,857.55
01970	HOPKINS MECHANICAL SERVICES, LLC			
		H23305	REPLACED BAD PUMPS ON HEATING SYSTEM	4,952.00
		H23335	INSTALLED NEW DRIVE PUMPS TO EXISTING BOLER AND PIPING SYSTEM	3,307.00
TOTAL FOR: HOPKINS MECHANICAL SERVICES, LLC				8,259.00
01252	INDEPENDENT BANK			
		586707.14.2023	JULY 2023	11,004.65
TOTAL FOR: INDEPENDENT BANK				11,004.65
00838	IRON HORSE EXCAVATION LLC.			
		23-797	NEW LINE TO 509 OPAL ST	5,512.14
		23-810	1.5 FLANGE	374.00
TOTAL FOR: IRON HORSE EXCAVATION LLC.				5,886.14
01242	JACK DOHNEY COMPANIES, INC			
		201025	NOZZLE ASSEMBLY	287.28
		201403	VACTOR PARTS	511.16
		202588	70 DEGREE ELBOW, AIR CYLINDER, RIP SAW REPAIR KIT	1,665.21
TOTAL FOR: JACK DOHNEY COMPANIES, INC				2,463.65
01903	JUSTIN EMERY			
		07.27.2023	2023 Q2 APR - JUN - FOOD ALLOWANCE	165.00
TOTAL FOR: JUSTIN EMERY				165.00
01200	KIESLER'S POLICE SUPPLY INC			
		IN218315	AMMO	774.00
TOTAL FOR: KIESLER'S POLICE SUPPLY INC				774.00
01199	KIMBALL MIDWEST			
		101235951	SCREWS AND ZIP TIE	127.25
TOTAL FOR: KIMBALL MIDWEST				127.25
01450	KIMBERLY CURRAN			
		07.18.2023	JULY BOARD OF REVIEW PAYMENT 2023	17.50
TOTAL FOR: KIMBERLY CURRAN				17.50
00781	KNIGHT WATCH, INC.			
		INV044904	PROGRAMMING FOR NEW SECURITY	3,552.21
TOTAL FOR: KNIGHT WATCH, INC.				3,552.21
01195	KONICA MINOLTA BUSINESS			
		288214247	CONTRACT DATES 10/17/2022 - 10/16/2023 COLOR METER CHARGE	23.10
		288223601	CONTRACT COVERAGE 10.17.2022 - 10.16.2023 (BILLING PERIOD OF 07.17.2023 - 08.16.2023	50.40
TOTAL FOR: KONICA MINOLTA BUSINESS				73.50

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01182	LANSING UNIFORM CO.	98062-A	UNIFORMS	119.95
TOTAL FOR: LANSING UNIFORM CO.				119.95
01173	LEA'S AUTO BODY	7192	BATTERY	70.00
		7233	ENGINE MOUNT	242.40
		7244	2022 CHEVY TAHOE OIL CHANGE	86.89
		7252	2020 CHEVROLET TAHOE OIL CHANGE	86.89
TOTAL FOR: LEA'S AUTO BODY				486.18
01926	LOOMIS, EWERT, PARSLEY, DAVIS & GOT	201534	SERVICES RENDERED THROUGH 07.14.2023	1,748.01
TOTAL FOR: LOOMIS, EWERT, PARSLEY, DAVIS & GOT				1,748.01
02016	MACQUEEN EMERGENCY	P17500	RESCUE CONFINED SPACE HARNESS	487.02
TOTAL FOR: MACQUEEN EMERGENCY				487.02
01303	MATT D. GRIFFITH	605729	BOOT REIMBURSEMENT	147.34
TOTAL FOR: MATT D. GRIFFITH				147.34
01532	MATTHEW CASTLE	07.15.2023	BOOT REIMBURSEMENT	219.37
TOTAL FOR: MATTHEW CASTLE				219.37
01137	MCGINTY, HITCH, PERSON, ANDE., P.C.	07.17.2023	SEVICES RENDERED FOR JUNE 2023	17,145.50
TOTAL FOR: MCGINTY, HITCH, PERSON, ANDE., P.C.				17,145.50
01135	MCLEOD PLUMBING	07.26.2023	INSTALLED COPPER PIPE & PEX PIPING TO MOVE METER	350.00
TOTAL FOR: MCLEOD PLUMBING				350.00
01102	MICHIGAN COMPANY, INC.	0000298-895337	COMBO TOWEL DISPENSER	149.58
TOTAL FOR: MICHIGAN COMPANY, INC.				149.58
01082	MICHIGAN NETWORK CONSULTANTS	2022-23343	IT SERVICES FOR 2NF HALF OF MONTH	3,175.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS				3,175.00
01426	MIKAYLA MIDDAUGH	07.26.2023	MILEAGE 2022/2023	248.88
TOTAL FOR: MIKAYLA MIDDAUGH				248.88
01757	MLP DOORS, LLC	2315	REPLACE DOOR	2,848.00
TOTAL FOR: MLP DOORS, LLC				2,848.00
01073	MML UNEMPLOYMENT COMP	6302023	Q2 - QUARTERLY CONTRIBUTION	22.68
TOTAL FOR: MML UNEMPLOYMENT COMP				22.68

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01054	MOTION INDUSTRIES, INC.	MI06-00539687	VFD FILTERS	233.58
TOTAL FOR: MOTION INDUSTRIES, INC.				233.58
01412	MUNICIPAL EMERGENCY SERVICES	IN1907624	AIR PACK REPAIRS	407.21
TOTAL FOR: MUNICIPAL EMERGENCY SERVICES				407.21
01048	MUNICIPAL SUPPLY COMPANY	INV81050	BLUE MARKING PAINT, GREEN MARKING PAINT	505.20
TOTAL FOR: MUNICIPAL SUPPLY COMPANY				505.20
01155	MWEA	22370	CHRIS ARRAS MEMBERSHIP	95.00
		22455	CHRIS MILLER MEMBERSHIP	95.00
TOTAL FOR: MWEA				190.00
01536	NAPA MPEC	253031	GENERATOR	362.12
		253104	LED LIGHTS SNORKEL	35.67
TOTAL FOR: NAPA MPEC				397.79
01021	NORTHERN SAFETY CO., INC.	905615962/102837	ORANGE NITRILE GLOVE, EYEWEAR LENSE CLEANER,	215.70
		905619176/102837	DISPOSABLE GLOVES	39.80
TOTAL FOR: NORTHERN SAFETY CO., INC.				255.50
02009	PRECISE EXCAVATING, INC	23-2240	501 N. WASHINGTON	3,172.75
		23-2246	371 HALL RD (NEW WATER SERVICE)	1,415.12
TOTAL FOR: PRECISE EXCAVATING, INC				4,587.87
00183	PVS TECHNOLOGIES INC	338446	FERRIC CHLORIDE	10,555.42
TOTAL FOR: PVS TECHNOLOGIES INC				10,555.42
01030	QUADIENT FINANCE USA, INC.	07.07.2023	POSTAGE FUNDING	500.00
TOTAL FOR: QUADIENT FINANCE USA, INC.				500.00
01234	RANDY JEWELL	#2023-07	ASSESSING SERVICES JULY 2023	3,262.00
TOTAL FOR: RANDY JEWELL				3,262.00
01940	RICO RIOS	07.18.2023	JULY BOARD OF REVIEW PAYMENT 2023	17.50
TOTAL FOR: RICO RIOS				17.50
00166	ROAD EQUIPMENT PARTS CENTER	KL616074	BRAKE SHOE KIT, BRAKE DRUM	1,229.00
TOTAL FOR: ROAD EQUIPMENT PARTS CENTER				1,229.00
00987	ROBERT PHILLIPS	07.18.2023	JULY BOARD OF REVIEW PAYMENT 2023	17.50
TOTAL FOR: ROBERT PHILLIPS				17.50

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01991	SPARROW EATON HOSPITAL		
8		ANNUAL MUNICIPALITY SERVICES 2023	35,522.00
TOTAL FOR: SPARROW EATON HOSPITAL			35,522.00
00861	STANDARD LIFE INSURANCE CO		
07.14.2023		2023 AUGUST LIFE INSURANCE	1,410.07
TOTAL FOR: STANDARD LIFE INSURANCE CO			1,410.07
01108	STATE OF MICHIGAN		
07.04.2023		CARE1591REIM23001242	206,995.16
TOTAL FOR: STATE OF MICHIGAN			206,995.16
00837	TEAM ONE		
357035		SERVICE WORK TO 2021 CHEVY TAHOE	127.86
TOTAL FOR: TEAM ONE			127.86
01465	THE COUNTY JOURNAL		
264690		ADD FOR EMPLOYMENT	116.20
264691		ADD FOR EMPLOYMENT	106.00
264692		ADD FOR EMPLOYMENT	106.00
264954		CITY COUNCIL HEARING JULY 17, 2023-	99.50
265211		REGULATION & RESTRICTION OF GROUNDWATER WELLS	
		PLANNING COMMISSION HEARING NOTICE AUGUST	118.70
		1,2023	
TOTAL FOR: THE COUNTY JOURNAL			546.40
02004	THE RAPID GROUP, LLC		
158317		SERVICES THROUGH 07.31.2023	25.00
TOTAL FOR: THE RAPID GROUP, LLC			25.00
00872	THE SHYFT GROUP, INC		
SVA0006487		VEHICLE MAINTENANCE ANNUAL SERVICE 316	591.11
SVA0006488		VEHICLE MAINTENANCE FOOT SWITCH	64.96
TOTAL FOR: THE SHYFT GROUP, INC			656.07
01750	TOTAL ENERGY SYSTEMS, LLC		
INV102105		ANNUAL LOAD TEST	1,943.35
TOTAL FOR: TOTAL ENERGY SYSTEMS, LLC			1,943.35
00820	TRACE ANALYTICAL LABORATORIES		
3070371		LEAD & COPPER ANALYSIS	92.00
3070373		WATER QUALITY TESTING	107.00
3070374		LEAD & COPPER TESTING	72.00
3070539		LEAD & COPPER ANALYSIS	92.00
3070584		SAMPLE ANALYSIS	242.50
3070816		QUARTERLY SCANS	703.50
3070864		WATER QUALITY TESTING	107.00
3070953		LEAD & COPPER SAMPLE	92.00
TOTAL FOR: TRACE ANALYTICAL LABORATORIES			1,508.00
01325	TYGER FULLERTON		
07.27.2023		2023 Q2 APR - JUN FOOD ALLOWANCE	165.00
TOTAL FOR: TYGER FULLERTON			165.00

08/02/2023 02:42 PM

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE

Page: 10/10

User: CKOENIG

INVOICE ENTRY DATES 07/13/2023 - 08/02/2023

DB: Charlotte

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: POOL

Vendor Code	Vendor Name		Amount
	Invoice	Description	
00791	USA BLUE BOOK		
	160379	TNT + AMONIA TESTS	250.05
	INV00057644	FLOURIDE AMPULS	569.20
	INV00077202	SAMPLE PUMP TUBING	545.32
TOTAL FOR: USA BLUE BOOK			1,364.57
00778	VISION SERVICE PLAN		
	07.18.2023	SAFETY - AUGUST 2023	437.24
	07/18/2023	2023 AUGUST VISION SERVICE PLAN	716.13
TOTAL FOR: VISION SERVICE PLAN			1,153.37
00777	WALDRON FUELS		
	5322	FUEL	535.57
TOTAL FOR: WALDRON FUELS			535.57
00766	WEST SHORE SERVICES, INC		
	30831	2022 SIREN MAINTENANCE	1,520.00
TOTAL FOR: WEST SHORE SERVICES, INC			1,520.00
MISC	WESTRATE IV, BENJAMIN		
	07/31/2023	UB refund for account: 03269	228.76
		*UB refund for account: 03269	
TOTAL FOR: WESTRATE IV, BENJAMIN			228.76
00761	WILLIAMS FARM MACHINERY, INC.		
	11973	CHAINSAW CHAINS	37.12
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.			37.12
00759	WIN-911 SOFTWARE		
	236840271	ALARM SERVICES	800.00
TOTAL FOR: WIN-911 SOFTWARE			800.00
00753	WOLVERINE PEST SERVICE		
	127471	PREVENTIVE SPRAY AT DPW GARAGE	50.00
TOTAL FOR: WOLVERINE PEST SERVICE			50.00
00752	WOLVERINE POWER SYSTEMS		
	0254013-IN	FIRMWARE UPDATE	235.44
TOTAL FOR: WOLVERINE POWER SYSTEMS			235.44
02013	WOW! BUSINESS		
	07.12.2023	INTERNET AT GARAGE	49.99
TOTAL FOR: WOW! BUSINESS			49.99
TOTAL - ALL VENDORS			549,009.96
PAYMENT TYPE TOTAL			
Paper Check			474,535.79
EFT Transfer			74,474.17

COMMERCIAL CREDIT CARD STATEMENT 2023

July, 2023

	DATE	VENDOR	DESCRIPTION	ACCOUNT #	AMOUNT	
Perry, S	6/20/2023	Meijer	cups for science camp	101-751.000-757.000	\$ 20.67	✓
	6/22/2023	Meijer	lunch for science camp	101-751.000-757.000	\$ 53.85	✓
			Subtotal		\$ 74.52	
Fullerton, T	6/21/2023	Wrangler	sales tax refund	206-336.000-815.000	\$ (7.08)	✓
	6/12/2023	HomeDepot	Washer/Dryer/Fridge	206-336.000-974.000	\$ 4,094.00	✓
	6/13/2023	Family Farm & Home	Tarps	206-336.000-738.000	\$ 91.36	✓
	6/13/2023	Family Farm & Home	Saw & Battery	206-336.000-974.00	\$ 383.97	✓
	6/13/2023	HomeDepot	Circular Saw	206-336.000-974.000	\$ 249.00	✓
	6/15/2023	Family Farm & Home	Tarps	206-336.000-738.000	\$ 95.14	✓
	6/15/2023	Wrangler	T. Fullerton Uniform Pants	206-336.000-815.000	\$ 125.12	✓
	7/8/2023	The Flower Garden	Mulch for Fair building	206-336.000-741.000	\$ 164.00	✓
	7/11/2023	In Stark Concrete	Epoxy floor - both stations	206-336.000-741.000	\$ 1,750.00	✓
			Subtotal		\$ 6,945.51	
Griffith, M	6/20/2023	Exxon QD	Science camp-Food for presenters/v	101-751.000-757.000	\$ 26.42	✓
	6/20/2023	Biggby	Science camp-Food for presenters/v	101-751.000-757.000	\$ 43.26	✓
	6/20/2023	Subway	Science camp-Food for presenters/v	101-751.000-757.000	\$ 111.14	✓
	6/20/2023	Meijer	Science camp-Food for presenters/v	101-751.000-757.000	\$ 20.75	✓
	6/21/2023	Exxon QD	Science camp-Food for presenters/v	101-751.000-757.000	\$ 14.97	✓
	6/21/2023	Biggby	Science camp-Food for presenters/v	101-751.000-757.000	\$ 21.13	✓
	6/21/2023	Swampers	Science camp-Food for presenters/v	101-751.000-757.000	\$ 126.04	✓
	6/22/2023	Exxon QD	Science camp-Food for presenters/v	101-751.000-757.000	\$ 20.86	✓
	6/22/2023	Biggby	Science camp-Food for presenters/v	101-751.000-757.000	\$ 21.13	✓
	6/30/2023	Walmart	File Folders - Work phone case	510-550.000-731.000	\$ 23.84	✓
			Subtotal		\$ 429.54	
Brentar, P	7/10/2023	Slg Sauer Inc	Pistol	232-303.000-965.000	\$ 330.00	✓
	7/10/2023	Phlster Holsters	Holster/belt	230-302.000-731.000	\$ 207.00	✓
			Subtotal		\$ 537.00	
			Subtotal		\$ -	
Lapere, E	6/15/2023	ICMA Online	Membership	101-172.000-960.000	\$ 729.00	✓
	6/15/2023	YourMembership, Inc	Finance Dir/Treasurer Ad	101-172.000-963.000	\$ 150.00	✓
	7/1/2023	Google Gsuite	Monthly google subscription	666-228.000-810.000	\$ 576.00	✓
	7/13/2023	MML	Conference	101-172.000-965.000	\$ 300.00	✓
			Subtotal		\$ 1,755.00	
Antcliff, R	6/15/2023	MI State Police	TEAM School - B. Callahan	101-301.000-965.000	\$ 425.00	✓
			Subtotal		\$ 425.00	
Gilson, A	6/18/2023	Driversupportbill.com	Monthly Software Driver - Dean	666-228.000-810.000	\$ 9.99	No receipt - recurring
			Subtotal		\$ 9.99	
Smith, A	6/12/2023	SnapOn	Hose clamp pliers	601-581.000-731.000	\$ 204.50	✓
	6/19/2023	SnapOn	Ratchet/extension	601-581.000-731.000	\$ 166.25	✓
	6/22/2023	Allpadlocks.com	8 steel padlocks	601-582.000-731.000	\$ 119.10	✓
	7/5/2023	Allpadlocks.com	4 laminated steel padlocks	601-582.000-731.000	\$ 47.78	✓
	7/12/2023	EPASales	8x36" aluminum tube	601-581.000-731.000	\$ 290.46	✓
			Subtotal		\$ 828.09	
			Total		\$ 11,004.65	

Fwd: Council Report & Credit Card Breakdown

Erin LaPere <elapere@charlottemi.org>

Thu, Aug 3, 2023 at 11:58 AM

To: Joseph Chin Jr <jchin@charlottemi.org>

Cc: Brandon Dyer <bdyer@charlottemi.org>, Adrienne Van Langevelde <avanlangevelde@charlottemi.org>, Anthony Rodriguez <arodriguez@charlottemi.org>, Tamra Weissenborn <twweissenborn@charlottemi.org>, Michael Duweck <mduweck@charlottemi.org>, Michael Armitage <marmitage@charlottemi.org>, Mary LaRocque <mlarocque@charlottemi.org>

Hi Joe/Council -

Please find answers to your questions below, and invoices are attached. Please let me know if you have any further questions.

Kind regards,

-- Erin

Erin E. LaPere, MPAP

City Manager
City of Charlotte

111 E. Lawrence Avenue, Charlotte, MI 48813

Office: 517-543-8850 Cell: 269-223-9809 Fax: 517-543-8851 Email: elapere@charlottemi.org Web: www.charlottemi.org



On Wed, Aug 2, 2023 at 5:19 PM Joseph Chin Jr <jchin@charlottemi.org> wrote:

Here are my questions/requests:

01496 CITY SERVICES, INC. S105213064.001 VALVE INSERTION 12,050.00. **Please explain what this is. Is this under a current contract?**

Insertion of a shut-off valve on the water system as part of Hall Street reconstruction, this was done to ensure proper water main controls where the system connects to the hospital

01330 FISHBECK, THOMPSON, CARR 425870 PROFESSIONAL SERVICES 63,402.10. **Are these services provided under the DWAM grant professional services contract? Can you provide the total payments so far under this contract?**

Yes, services are provided per DWAM grant program contract. Billings to date: \$437,072.26 (total contract amount \$530k)

00838 IRON HORSE EXCAVATION LLC.23-797 NEW LINE TO 509 OPAL ST 5,512.14 23-810 1.5 FLANGE 374.00.
Copy of this invoice

attached

01926 LOOMIS, EWERT, PARSLEY, DAVIS & GOT 201534 SERVICES RENDERED THROUGH 07.14.2023 1,748.01.
Copy of this invoice.

attached

01137 MCGINTY, HITCH, PERSON, ANDE., P.C. 07.17.2023 SERVICES RENDERED FOR JUNE 2023 17,145.50.
Copy of this invoice.

attached

02009 PRECISE EXCAVATING, INC 23-2240 501 N. WASHINGTON 3,172.75 23-2246 371 HALL RD (NEW WATER SERVICE) 1,415.12. **Copies of the invoices.**

two invoices attached

Thank you

--

[Quoted text hidden]

5 attachments



Loomis invoice.pdf

650K



Precise Excavating Invoice 2.pdf

321K



Iron Horse Invoice.pdf

216K



Precise Excavating Invoice 1.pdf

239K

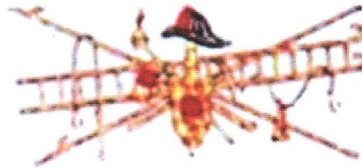


McGintyHitch Invoice.pdf

4861K

**CHARLOTTE FIRE DEPARTMENT
& RURAL FIRE ASSOCIATION
111 E. Lawrence Avenue**

**CHARLOTTE
Ph. 517-543-0241**



**MICHIGAN
48813**

Assistant Chief Tyger Fullerton – Deputy Chief Kevin Fullerton – Captain Chris Sloan – Captain Dan Daly

July 25, 2023

To: Charlotte City Council

From: Fire Department

Re: Fireworks permit Melrose Pyrotechnics Inc.

We have reviewed the application for fireworks to be held at the Eaton County Fair Grounds for the Charlotte 2023 Frontier Days celebration. The pyrotechnic operator meets all of our criteria and the location has been approved by our department. Our department has built a good working relationship with this company over the past 3 years, and have had no issues.

The scheduled night of the display is September 7th, with a rain date of September 10th. Our department will monitor conditions and inspect the grounds prior, and will provide stand-by assistance during the display to minimize any potential safety risk.

Therefore, we would recommend approval of the application.

Tyger Fullerton
Assistant Fire Chief
Charlotte Fire Department

2023 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.		DATE PERMIT(S) EXPIRE:
TYPE OF PERMIT(S) (Select all applicable boxes)			
☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks			
☒ Public Display ☐ Private Display			
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes			
NAME OF APPLICANT Pyrotecnico Fireworks, Inc.		ADDRESS OF APPLICANT 299 Wilson Rd, New Castle, PA 16101	AGE OF APPLICANT 18 YEARS OR OLDER X YES ☐ NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Stephen Vitale		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 299 Wilson Rd, New Castle, PA 16101	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) Michael Falk		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT) 4369 E Summit Woods Dr NE, Rockford, MI 49341	TELEPHONE NUMBER 616.427.0377
NAME OF PYROTECHNIC OPERATOR Randy Loveland		ADDRESS OF PYROTECHNIC OPERATOR 4369 E Summit Woods Dr NE, Rockford, MI 49341	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER X YES ☐ NO
NO. YEARS EXPERIENCE 22 years	NO. DISPLAYS 300+ displays	WHERE Michigan	
NAME OF ASSISTANT Brian Loper		ADDRESS OF ASSISTANT 4369 E Summit Woods Dr NE, Rockford, MI 49341	AGE OF ASSISTANT 18 YEARS OR OLDER X YES ☐ NO
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER X YES ☐ NO
EXACT LOCATION OF PROPOSED DISPLAY Eaton County Fairgrounds, 1025 Cochran Ave, Charlotte MI 48813			
DATE OF PROPOSED DISPLAY September 7, 2023 w/ rain date of September 10, 2023		TIME OF PROPOSED DISPLAY Approx 8:45 pm	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT No storage necessary, delivered on date of display			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000.00		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Britton-Gallagher & Associates	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY One Cleveland Center, Floor 30; 1375 East 9 th Street, Cleveland, OH 44114			
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)		
Approximately 1200	Aerial display shells ranging in size from 1 ¼ inches to 4 inches in diameter		
SIGNATURE OF APPLICANT 		DATE July 18, 2023	

Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
---	--

This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

☒ PUBLIC DISPLAY

☐ AGRICULTURAL PEST CONTROL

Issued To Pyrotecnico Fireworks, Inc.		Age (18 or over) Yes
Address 4369 E Summit Woods Dr NE, Rockford, MI 49341		
Name of Organization, Group, Firm, or Corporation Charlotte Frontier Days		
Address PO Box 68, Charlotte MI 48813		
Number and Types of Fireworks Approximately 1200 aerial display shells ranging in size from 1 ¼ inches to 4 inches in diameter.		
Exact Location of Display Eaton County Fairgrounds, 1025 Cochran Ave., Charlotte MI 48813		
City, Village, Township Charlotte, MI	Date September 7, 2023 w/ rain date of September 10, 2023	Time Approx. 8:45pm
Bond or Insurance Filed? ☒ Yes ☐ No		Amount \$10,000,000.00

Issued by action of: ☐ Council ☐ Commission ☐ Board of the

☐ City ☐ Village ☐ Township of _____
(Name of City, Village, Township)

on the _____ day of _____,

(Signature and Title of Council/Commission/Board Representative)

Instructions for Application for Fireworks Other Than Consumer or Low Impact

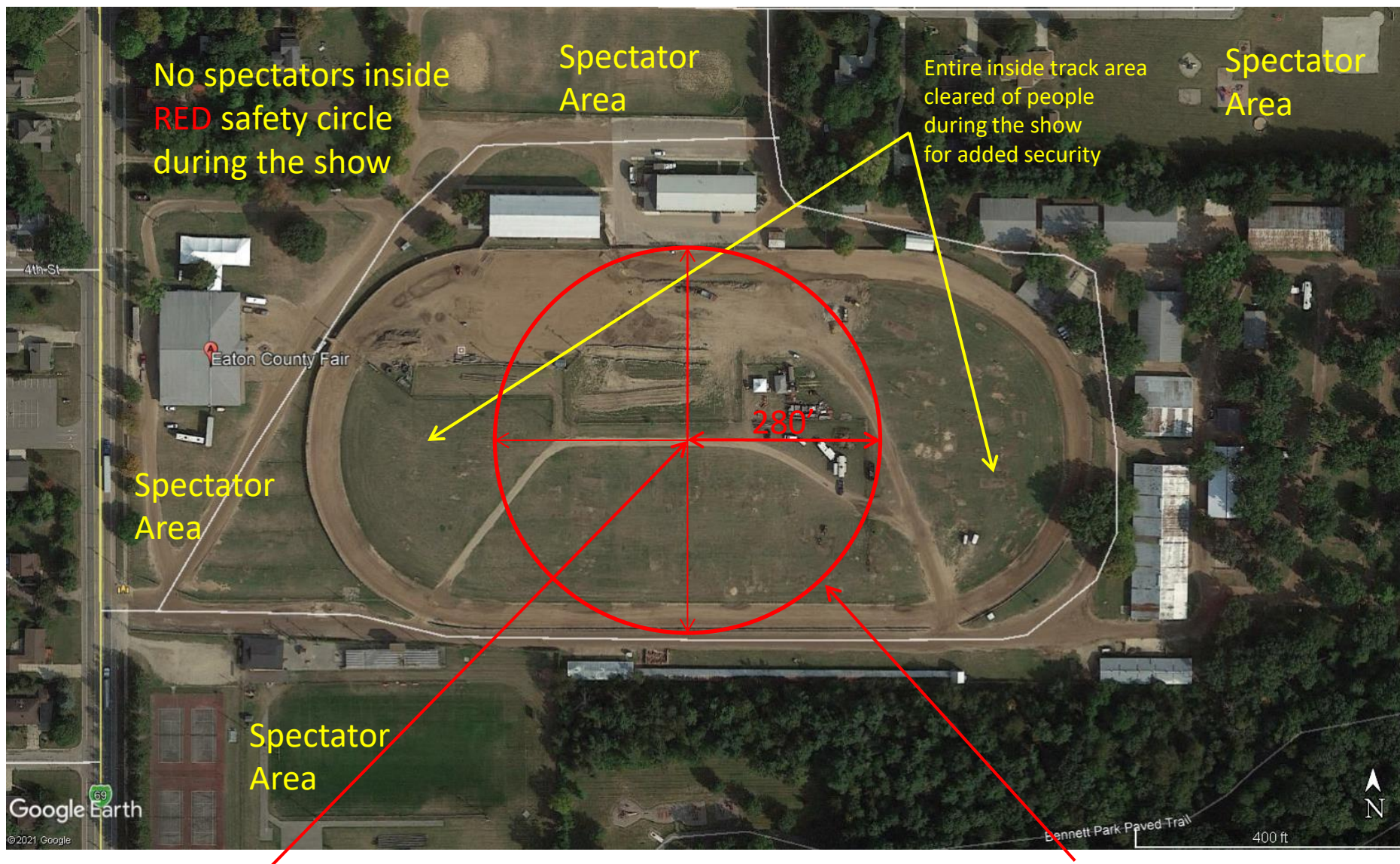
Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
 - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
 - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
 - Display Fireworks – 1.3G fireworks for professional use only
 - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
 - Public Display – a fireworks display that is open to all persons for viewing.
 - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the [Michigan Fireworks Safety Act, PA 256 of 2011](#), [MCL 28.466, Section 16](#).
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.

Eaton County Fairgrounds
1025 Cochran Ave, Charlotte MI 48813

Melrose Pyrotechnics Inc.
5/21/2021 Michael Falk



Launch Location

Setup area: 50' X 50'

Radius from setup area: 280'

RESOLUTION NO. 2023-35

**A RESOLUTION TO AUTHORIZE A CONTRACT WITH MICHIGAN DEPARTMENT
OF TRANSPORTATION FOR THE SAFE ROUTES TO SCHOOL PROJECT-
RAILROAD CROSSING**

WHEREAS, the Michigan Department of Transportation (MDOT) has created a separate job number and contract for work to be performed by the railroad at the West Henry Street railroad crossing as part of the Safe Routes to School project; and

WHEREAS, the MDOT Contract Number is 23-5315, Control Section TA 23000, and the job number is 212643CON; and

WHEREAS, the contract fixes the rights and obligations of the City and MDOT as it relates to work at the railroad crossing; and

WHEREAS, the standard contract outlines the administrative duties of both parties; and

WHEREAS, the contract states that the grant shall be applied to the entire project cost up to \$29,445.00; and

WHEREAS, the City is responsible for any costs above the grant amount plus engineering; and

WHEREAS, it is estimated that the City will be responsible for \$0.00 for the outlined work.

THEREFORE, BE IT RESOLVED That the City enter into Contract No. 23-5315 with MDOT for the terms and conditions related to the Safe Routes to School project railroad crossing and that the City Clerk and/or the 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/Failed. Yea X; Nay X; Absent X

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 August 7, 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 L 976 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

TAP
RR FORCE ACCOUNT

DA
Control Section TA 23000
Job Number 212643CON
Project 23A0657
CFDA No. 20.205 (Highway
Research Planning
& Construction)
Contract No. 23-5315

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified 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 July 6, 2023, attached hereto and made a part hereof:

Installation of new flangeway material and hot mix asphalt crossing surface to accommodate the Safe Routes to School sidewalk project along Henry Street between Lincoln Street and Pearl Street at the crossing of the tracks of the Grand Trunk Western Railroad, herein after referred to as the "RAILROAD", USDOT NI# 283599R; 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:

TRANSPORTATION ALTERNATIVES 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.

The PROJECT work will be performed by the RAILROAD pursuant to the contract #94-0801, dated October 11, 1994 by and between the DEPARTMENT and the RAILROAD, hereinafter referred to as "ADDENDUM A" and attached hereto. The REQUESTING PARTY does hereby acknowledge its acceptance of the terms of ADDENDUM A with respect to this PROJECT.

The parties agree that programming and/or authorization of the construction of the PROJECT for Federal funding does not void or compromise in any way the statutory obligations which may be imposed by safety orders issued under the authority of 1909 PA 283, 1921 PA 270, 1873 PA 198, and/or 1993 PA 354, or may be imposed under 1993 PA 354.

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, such costs of preliminary and construction engineering and inspection as may be incurred by the RAILROAD and any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

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

All costs incurred by the REQUESTING PARTY for work performed in connection with this PROJECT 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. Such administration shall be done in accordance with PART II, Section II of this contract and the following:

A. Eligibility for reimbursement with Federal and/or state funds requires prior authorization and the DEPARTMENT, by written authorization, will

directly authorize the RAILROAD to commence performance of the PROJECT work.

- B. It is understood that the RAILROAD, as a part of the PROJECT, will perform the construction engineering and inspection services necessary for the PROJECT.

4. The REQUESTING PARTY, by execution of this contract, certifies that, at no cost to the PROJECT or the DEPARTMENT, it will:

- A. Appoint a project engineer/manager who shall be in responsible charge of the PROJECT to the extent necessary to meet Federal and state requirements, as determined by the DEPARTMENT.
- B. Prepare, as may be necessary, plans of the approaches and grade crossing required for the construction of the PROJECT.
- C. Place and maintain advance warning signs and pavement markings in full accord with the Michigan Manual of Uniform Traffic Control Devices and the provisions of 1993 PA 354 and that it 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).
- D. Perform, as may be necessary, in conjunction with the highway-railroad crossing improvement, all approach work so as to provide a smooth-riding crossing.
- E. Provide and maintain detour routes necessary to accommodate traffic when required during the construction of the PROJECT and ensure that these detour routes are signed in accordance with the Michigan Manual of Uniform Traffic Control Devices.
- F. Enact and enforce such ordinances or regulations as may be necessary to prohibit parking along either side of the roadway within 50 feet of the nearest rail of the grade crossing in compliance with MCL 257.674(i).
- G. Maintain the approaches and those portions of the PROJECT under the REQUESTING PARTY'S jurisdiction pursuant to the provisions of MCL 691.1402, 1993 PA 354, and the requirements of the FHWA.

5. It is understood that the RAILROAD, at its sole expense, pursuant to ADDENDUM A, will own, operate, and maintain the railroad facilities unless otherwise provided between the REQUESTING PARTY and the RAILROAD.

6. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Transportation Alternative Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$29,445, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance 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.

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

7. 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, if any, 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 and/or State Funds earned as the PROJECT progresses.

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 a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

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.

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.

Upon completion of the PROJECT, the REQUESTING PARTY shall: (1) accept the facilities constructed as built to specifications within the contract documents, and (2) ensure that the RAILROAD accepts the facilities constructed as built to specifications within the contract documents. Irrespective of whether the REQUESTING PARTY or the RAILROAD owns, operates, and/or maintains the facilities, the REQUESTING PARTY shall ensure that ownership, operation, and maintenance of the facilities is 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, at no cost to the DEPARTMENT.

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. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the RAILROAD, vendors or suppliers as a result of the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. 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 _____
for Department Director MDOT

By _____
Title:



July 6, 2023

EXHIBIT I

Control Section	TA 23000
Job Number	212643CON
Project	23A0657

ESTIMATED COST

RAILROAD IMPROVEMENT WORK (By RAILROAD)

Estimated Cost	\$29,445
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$29,445
Less Federal Funds*	<u>\$29,445</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 0

*Federal Funds are limited to an amount as described in Section 6.

NO DEPOSIT

MICHIGAN DEPARTMENT OF TRANSPORTATION

and

GRAND TRUNK WESTERN RAILROAD, INC.

MASTER AGREEMENT

for

HIGHWAY-RAILROAD GRADE CROSSING IMPROVEMENTS ON
PUBLIC HIGHWAYS

THIS MASTER AGREEMENT, made and entered into this day of OCT 11 1994 between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the Grand Trunk Western Railroad, Inc., a Delaware Corporation, admitted to do business under the laws of the State of Michigan and other states, hereinafter referred to as the "RAILROAD".

WITNESSETH:

WHEREAS, the RAILROAD owns and operates railroad lines within the State of Michigan that cross various public highways at grade; and

WHEREAS, the public highways herein referred to include state trunkline highways under the jurisdiction of the DEPARTMENT and public highways and roadways under the jurisdiction of various counties, and incorporated cities and villages which are hereinafter referred to individually as the ROAD AUTHORITY; and

WHEREAS, the parties hereto anticipate that they and the appropriate ROAD AUTHORITY, in the interest of public safety and convenience, will desire to improve, install, modify, relocate, or retire active highway-railroad traffic control devices, and make additional improvements as may be eligible and necessary, at such highway-railroad grade crossings of the RAILROAD with public highways as shall be agreed to from time to time by the parties hereto and appropriate ROAD AUTHORITY, which improvements are hereinafter referred to individually as PROJECTS; and

WHEREAS, PROJECTS for improvements to crossings of highways or roadways which are not under the jurisdiction of the DEPARTMENT will require advance written approval by

the ROAD AUTHORITY which shall be obtained by the DEPARTMENT, and which in each instance shall include but not be limited to, acceptance of the terms of this agreement, commitment to provide such project engineering, traffic control and roadway work as is mutually determined to be required and financial participation in the overall PROJECT cost where such is required; and

WHEREAS, it is recognized that a highway grade crossing may be subject to an order issued under the provisions of Public Act 354 of 1993, cited as "the Railroad Code of 1993"; and

WHEREAS, Title 23, United States Code, as amended, provides federal funding by the Federal Highway Administration, hereinafter referred to as "FHWA" for the type of improvements contemplated herein and the State of Michigan, Act 51 of the Public Acts of 1951, as amended by Public Act 294 of 1993 provides for an annual appropriation to the state trunkline fund for subsequent deposit in the State Rail Grade Crossing Account for the type of improvements contemplated herein for all public highways; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the accomplishment of such desired PROJECTS, using the aforesaid funds or other comparable federal and state program funds, and desire to set forth their understanding in the form of a written MASTER AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the performance of the mutual undertakings of the parties hereto, it is agreed as follows:

1. The DEPARTMENT, in cooperation with the RAILROAD and ROAD AUTHORITY, will select and determine the scope of each PROJECT to be undertaken pursuant to this agreement and will select the type of funding to be utilized.

2. Any PROJECTS to which this agreement is applied shall be subject to all appropriate federal and state laws, rules and regulations, and orders issued pursuant thereto.

3. The cost of each PROJECT is understood to include, within the limitations of each PROJECT authorization and this MASTER AGREEMENT, 100 percent of the actual cost incurred by the RAILROAD and the DEPARTMENT for labor, equipment and materials for construction, preliminary and construction engineering, inspection services and the preparation of plans, material lists, specifications and cost estimates. If federal funds are utilized, such costs shall be borne by federal funds to the extent determined by the type of federal funding selected and the classification of each PROJECT in accordance with the FHWA's Federal-Aid Policy Guide, hereinafter referred to as the "FAPG", Chapter 1, Subchapter G, Part 646, Subpart B, Sections 646.200 through 646.220, dated December 9, 1991, and amendments thereto.

4. The parties acknowledge and agree that Public Act 294 of 1993 provides for alternate PROJECT participation and that any PROJECT that includes financial participation by

the RAILROAD will require separate agreement(s) between the DEPARTMENT, RAILROAD and ROAD AUTHORITY, when necessary, in the case of a non-state trunkline project.

5. The RAILROAD will prepare necessary plans, a list of equipment, materials, specifications, and an estimate of cost for complete performance of its portion of each proposed PROJECT.

6. The DEPARTMENT, or ROAD AUTHORITY for non-state trunkline PROJECTS, will prepare a cost estimate for complete performance of its portion of each proposed PROJECT and a plan sufficient for each proposed PROJECT. The DEPARTMENT will assemble and correlate the data submitted by the RAILROAD and the ROAD AUTHORITY and will distribute the information to the parties involved in each PROJECT.

7. The DEPARTMENT will process each PROJECT with the FHWA when using federal funds or the DEPARTMENT when using state funds and, upon approval and obligation of the use of selected funds by the FHWA or the DEPARTMENT as appropriate, and execution of a contract, when required, between the DEPARTMENT and the ROAD AUTHORITY for non-state trunkline PROJECTS, will issue a formal authorization to the RAILROAD to proceed with each PROJECT. Work performed prior to such approval and funding obligation by the FHWA or DEPARTMENT, as appropriate and approval by the ROAD AUTHORITY when required, for the PROJECT ultimately covered by this agreement shall not be eligible for reimbursement except for preliminary engineering costs incurred subsequent to on-site inspections or reviews. The authorization will describe the work to be performed by each party, the estimated costs, the source of funds, the anticipated completion time period and the cost of operation and maintenance of RAILROAD facilities as provided in Section 14 hereof. Any substantial change in the PROJECT cost, scope of work or completion time period contained in the authorization will require a written revision to the authorization and, if necessary, an amendment to the contract for non-state trunkline PROJECTS.

8. The DEPARTMENT, at PROJECT expense, will provide a project engineer who shall be in charge of the PROJECT work to such extent as is necessary to meet state and federal requirements.

The ROAD AUTHORITY at no cost to the PROJECT, will provide a project engineer/manager for non-state trunkline projects.

It is understood that the RAILROAD, at PROJECT expense, will perform the construction engineering and inspection services necessary for its portion of each PROJECT.

The RAILROAD hereby agrees to contact the DEPARTMENT, and ROAD AUTHORITY for non-state trunkline projects, prior to the start of work on any PROJECT to coordinate all aspects of each PROJECT which shall include, but not be limited to, PROJECT geometrics, roadway and track lines, grades and elevations, construction details, work schedules and traffic control measures. The elevation relating to the top of rails and to the roadway shall

not be raised or lowered by either party unless provided for on the approved plans or otherwise specifically agreed to in writing.

9. All work performed or caused to be performed, and materials furnished or caused to be furnished by the RAILROAD pursuant to a contract authorization under this agreement, will be performed on a force account basis or lump sum cost basis as stipulated in the contract authorization, billed by the RAILROAD, and reimbursed by the DEPARTMENT as defined and as provided in the FHWA's FAPG, Chapter 1, Subchapter B, Part 140, Subpart I, Sections 140.900 through 140.922, dated December 9, 1991, and amendments thereto, incorporated herein by reference as if the same were repeated in full herein.

The RAILROAD will credit to the PROJECT the value of materials recovered from temporary or permanent use on the PROJECT in accordance with the provisions of the FHWA's FAPG, Chapter 1, Subchapter B, Part 140, Subpart I, Section 140.908, dated December 9, 1991, and amendments thereto.

The RAILROAD shall afford the DEPARTMENT, the ROAD AUTHORITY, and the FHWA, if applicable, a reasonable opportunity to inspect materials recovered prior to disposal by sale or scrap.

10. Upon completion of authorized work and receipt of progress or final billings therefor, the DEPARTMENT will reimburse the RAILROAD (from funds provided therefore, and in accordance with said FAPG) withholding until the time of final payment, a retainage as hereinafter set forth in Appendix C. The retainage may be released to the RAILROAD following PROJECT acceptance by the DEPARTMENT, receipt of the RAILROAD'S all inclusive final billing, and provided the DEPARTMENT has reasonable assurance it can recover promptly any overpayment disclosed by the DEPARTMENT'S audit of the RAILROAD'S records. The RAILROAD will bear the full cost of any items for which they are responsible and which are determined to be not properly a part of the PROJECT.

11. The RAILROAD shall:

- (a) Establish and maintain accurate cost records and accounts, in accordance with generally accepted accounting principles, of all costs and expenses incurred for which payment is sought or made under this agreement, said documents to be hereinafter referred to as the RECORDS. Separate RECORDS shall be established and maintained for each PROJECT authorized under this agreement.
- (b) The RAILROAD shall maintain the RECORDS for at least three (3) years from the date final payment is made by the DEPARTMENT under this agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this agreement, the RAILROAD 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.

- (c) The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- (d) If any part of the work is subcontracted, the RAILROAD shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

IT IS FURTHER AGREED THAT:

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

Within sixty (60) days after the date of the Notice of Audit Results, the RAILROAD shall: (a) provide written concurrence with the Notice of Audit Results, and/or (b) repay the amount of any overpayment to the DEPARTMENT, and/or (c) submit to the DEPARTMENT a written response to the Notice of Audit Results explaining the nature and basis for any disagreement as to a disallowed item of expense and/or, (d) submit to the DEPARTMENT a written explanation as to any questioned 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 item of expense. Where the documentation is voluminous, the RAILROAD 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 this agreement and the specific PROJECT authorization. The RAILROAD 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 decide whether to allow or disallow any items of questioned 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 RAILROAD, the RAILROAD shall repay that amount to the DEPARTMENT within thirty (30) days after the date of the written notice from the DEPARTMENT of that decision. If the RAILROAD fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the RAILROAD 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 RAILROAD under other PROJECT

authorizations pertaining to this agreement, or any other agreement. The RAILROAD 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 RAILROAD in a timely filed RESPONSE.

12. The DEPARTMENT shall maintain accurate records and accounts relative to the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT cost and completion of final audit by the DEPARTMENT, shall make a final accounting to the RAILROAD and the ROAD AUTHORITY.

13. All contracts with subcontractors, including amendments, shall be submitted to the DEPARTMENT for review. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) require formal approval by the DEPARTMENT prior to execution. Consent to sublet any portion of the PROJECT work shall not be construed to relieve the RAILROAD of any responsibility or obligation under, or for the fulfillment of a PROJECT authorization issued under this agreement.

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

14. Upon and after completion of the installation or improvement of active highway-railroad traffic control devices, crossing surfaces, or other RAILROAD facilities pursuant to this agreement, the RAILROAD will own, operate and maintain the same in proper working condition in accordance with Public Act 354 of 1993. Crossing surfaces installed, utilizing federal or state funds, shall be maintained for the useful life of the material. In the event that a federal or state law is hereinafter enacted which may govern the cost of operation and maintenance of such facilities, the provisions in this section of the agreement may be renegotiated by the DEPARTMENT, or ROAD AUTHORITY for non-state trunkline projects, and the RAILROAD.

15. In the event the highway is widened, or other changes made in the future which require the relocation or alteration of any active highway-railroad traffic control devices so installed, within or adjacent to the crossing area or alteration of a crossing surface becomes necessary, the expense thereof shall be borne pursuant to federal or state law applicable at the time same is to be done.

16. If at any time there shall be, at any grade crossing improved pursuant to this agreement, a separation of grades of the highway and railroad; or if, for any other reason, no further need exists for continuing operation of active highway-railroad traffic control devices or for crossing surfaces so installed, they shall be removed by the RAILROAD and may, subject to the approval of the DEPARTMENT or other ROAD AUTHORITY having jurisdiction over said highway, be reinstalled by the RAILROAD at another location to be then agreed upon, and

the cost of such removal and reinstallation and the operation and maintenance of said highway-railroad traffic control devices or crossing surfaces after completion of the installation at such location, shall be borne pursuant to federal or state law applicable at the time same is to be done.

17. This MASTER AGREEMENT may be terminated by either party upon thirty days written notice to the other party and may be amended only in writing by mutual agreement. No deletion, modification, addition to or termination of this agreement, however, shall affect any project previously authorized pursuant to this agreement.

18. Any approvals, reviews and inspections of any nature by the DEPARTMENT, shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this agreement and that such approvals are a governmental function incidental to this agreement.

Any such approvals, reviews and inspections by the DEPARTMENT will not relieve the RAILROAD of its obligations hereunder, nor are such approvals, reviews and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the RAILROAD'S performance.

19. The RAILROAD shall comply with all applicable federal, state and local laws and ordinances.

20. In connection with the performance of work under this agreement, the RAILROAD (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, dated August 1985, as amended, attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this work.

21. During the performance of this agreement, the RAILROAD for itself, its assignees, and successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act 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 Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix B, dated April 1979, as amended, 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 agreement.

22. The Resolution of the State Administrative Board, dated May 1, 1979, as amended, entitled "Department of Transportation Construction and Maintenance Contracts" as set forth in Appendix C, is attached hereto and made a part hereof.

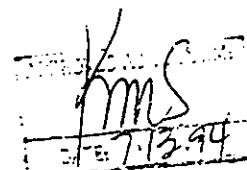
23. It is the intent of the parties that nothing in this agreement shall preclude the DEPARTMENT from exercising its statutory authority in connection with public safety at highway-railroad grade crossings. The pendency of a request for funding under this agreement shall not be deemed to relieve the RAILROAD of any obligations it may have under an order from the DEPARTMENT to improve safety conditions and/or devices at a highway-railroad grade crossing.

24. This MASTER AGREEMENT shall be effective and binding upon the parties hereto, their successors and assigns, when it has been fully executed and the Administrative Board of the State of Michigan has approved this agreement and authorized the DEPARTMENT to proceed therewith.

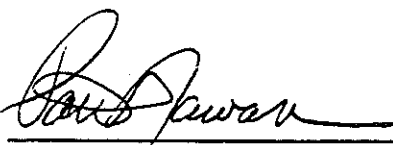
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper and duly authorized officers.

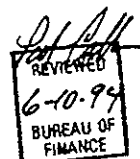
GRAND TRUNK WESTERN RAILROAD, INC.

By 
Title Vice President-U.S. Operations



MICHIGAN DEPARTMENT OF TRANSPORTATION

By 
Department Director MDOT

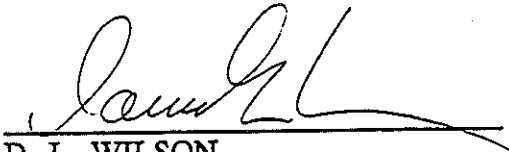


GRAND TRUNK WESTERN RAILROAD INCORPORATED

SIGNATURE CERTIFICATION

I, W. J. MCKNIGHT, Secretary for Grand Trunk Western Railroad Incorporated, a Delaware corporation, ("Grand Trunk"), 1333 Brewery Park Blvd., Detroit, Michigan, certifies that the undersigned are fully empowered by its Articles of Incorporation, By-Laws or Board of Director action to execute and bind Grand Trunk as a party to written agreements with the Michigan Department of Transportation.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Detroit, Michigan
this 26th day of September, 1994.



D. L. WILSON
Vice President -
U.S. Operations



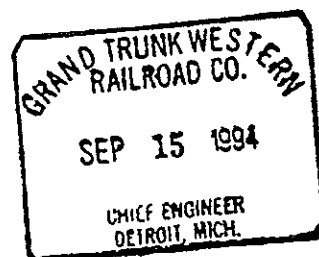
W. J. MCKNIGHT
Corporate Secretary



R. A. WALKER
Vice President, Corporate



H. D. NICHOLAS
Assistant Vice President-
Controller



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 Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall 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 insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap 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, 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 will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will 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 himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which 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, and including the governing boards of institutions of higher education, until the contractor complies with said order of the 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 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 Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

August, 1985

APPENDIX B

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

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention 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 215 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this 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 its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has 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 Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials 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 Michigan Department of Transportation or the Federal Highway Administration 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 with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF MICHIGAN

ADMINISTRATIVE BOARD RESOLUTION

of

May 1, 1979

(As amended on December 2, 1980, April 7, 1981,
August 18, 1981, May 15, 1984, April 7, 1987,
December 15, 1987, January 5, 1988, and May 2, 1989)

DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MAINTENANCE CONTRACTS

WHEREAS, pursuant to the provisions of Section 2, Act 17, Public Acts of 1925, as amended, all contracts entered into by the Michigan State Transportation Commission or the Michigan Department of Transportation, hereinafter referred to as the "Commission" and the "Department" respectively, require approval of the State Administrative Board, hereinafter referred to as the "Board," except, the Commission or the Department, without the approval of the Board, is authorized to contract for an amount not exceeding \$20,000.00 for each contract, for toilet vault cleaning, use of licensed sanitary landfills, pickup and disposal of refuse, pavement surfacing and patching, rental of equipment for emergency repairs and maintenance operations, curb replacement, maintenance of office equipment, installation of utility services and installation of traffic control devices and without such approval, may authorize Boards of County Road Commissioners, Township Boards, and Municipalities, under contracts for the maintenance of trunkline highways, to subcontract in amounts not to exceed \$20,000.00 for each subcontract;

WHEREAS, modification of highway construction and maintenance contracts is sometimes necessary;

WHEREAS, extra work is defined as any work which is determined to be essential to the satisfactory completion of the contract but which neither appears therein as a specific item of work nor is included in the price bid for other items in the contract;

WHEREAS, it is sometimes necessary in order to avoid delays and increased costs for the Department to authorize extra work by modification of the contract without obtaining specific prior approval of the Board for such modification;

THEREFORE, BE IT RESOLVED by the State Administrative Board of the State of Michigan as follows:

1. Pursuant to applicable Public Acts, the Department, without obtaining the approval of this Board, in connection with any construction or maintenance contract, may contract for extra work or labor, or both, not exceeding \$48,000.00 per contract for contracts having a value of \$800,000.00 or less and not exceeding 6% per contract for contracts having a value over \$800,000.00 under a contract with a private agency authorized by law, and for an amount not exceeding \$800,000.00 under a contract with Boards of County Road Commissioners, Township Boards, and Municipalities of this State, except that each job for extra or additional work or labor, or both, in excess of \$100,000.00 shall require approval of the State Administrative Board.
2. All agreements by the Department to pay for extra work on either a negotiated price or force account basis in excess of the amounts shown in paragraph 1 must be approved by the Board.
3. No extra work which may cause an increase in the contract price in excess of the amount shown in paragraph 1 shall be authorized by the Department prior to Board approval, unless and until the Attorney General has approved the authorization as being in compliance with all legal requirements. Provided, however, that extra work costing not more than \$25,000.00 may be authorized by the Department without prior approval of the Attorney General, if necessary to avoid construction delays or increased costs.

4. Department authorizations for extra work, requiring Board approval, given prior to Board approval shall be presented to the Board for subsequent approval or disapproval as quickly as possible, but in no case more than 60 days after the extra work has been authorized by the Department.
5. The Department shall not pay nor agree to pay any disputed claim for extra compensation for extra compensation for work already commenced or completed without approval of the Board.
6. No payments for extra work requiring Board approval shall be made until such Board approval has been obtained.
7. The Department is authorized to balance budgets for extra work recommendations or authorizations previously approved by the Board, by decreasing, in any amount, or increasing, not in excess of 15 percent, the original estimated amount without additional approval by this Board.
8. No payments for increased contract quantities shall be made by the Department unless and until the Board has given prior approval for such payments, except that payments for overruns may be made without Board approval if such payments do not exceed the following percent of the original contract price: 10 percent on contracts of \$50,000.00 or more; 15 percent on contracts of \$25,000.00 to \$49,999.99; and 25 percent on contracts of less than \$25,000.00.
9. The department shall deduct from payments, and retain 5 percent of the first \$50,000 earned by a contractor and 2 1/2 percent of amounts earned in excess of \$50,000-until amounts earned equal 90 percent of the contract price. When the project reaches 90 percent completion, retainage may be reduced to 2 percent of the amount earned. Local units of government, performing as contractors to the department, may be excluded from these retainage provisions.

In respect to contracts between the Department and Railroad companies, the Department shall retain 5% of amounts earned up to \$100,000 and 2% of amounts earned in excess of \$100,000. The Department may release the retainage after receipt of the railroad's final billing and prior to audit provided the project has been accepted by the Department and the Department has determined that its ability to promptly recover any overpayment, which may be discovered after audit, is reasonably assured.

10. The Department shall assess damages against any contractor who fails to have the job open to traffic or completed by the dates specified in the contract unless the contractor has been excused for such failure by the Department. The Department may, without approval of the Board, extend the time for opening to traffic or completion of the contract because of delays from unforeseen causes beyond the control and without the fault or negligence of the contractor, including and restricted to: acts of God; acts of the public enemy; acts of Government, acts of the State or any political subdivision thereof; fires; floods; epidemics; strikes; or extraordinary delays in delivery of materials.

No excusal or waiver of damages, except as above provided, shall be final and binding upon the State unless and until approved by the Board, except excusals and waivers granted by the Department prior to the effective date of this Resolution pursuant to applicable specifications and other contract provisions.

11. The foregoing requirements established by the Board shall be made as express part of all construction and maintenance contracts entered into by the Commission, and the Department's standard and supplemental specifications shall be amended to reflect such requirements.
12. Policy Resolution A, approved by the Board on July 17, 1956, and the Resolutions of October 17, 1967, and May 6, 1975 as amended May 4, 1976, are hereby repealed, except that all rights, causes of action, claims, proceedings and suits existing on the effective date of this Policy Resolution shall continue unaffected.
13. Upon approval by the State Administrative Board, this Resolution shall be effective as of May 2, 1989.

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed 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 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.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties 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. 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.
- C. 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.

- D. 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.
- E. 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.

- F. 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.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. 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.
- J. 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.
- K. 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 canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. 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 FAPG 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. General Conditions:

1. 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.
2. 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.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. 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.
- B. 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 acquisition.
- C. 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.
- D. 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.



Memo

To: Honorable Mayor Armitage; City Council
From: City Manager LaPere, MPAP
Date: August 4, 2023
Re: Confirmation of Finance Director/Treasurer Appointment

Background

In June 2023, Finance Director/Treasurer Smith resigned his position creating a vacancy. Per the City Charter the administrative officers of the city, except the attorney, are appointed by the manager and confirmed by Council. Pursuant to the City Charter, I am recommending the appointment of Jon Bartlett to the role of Finance Director/Treasurer.

Recommendation

A resolution confirming this appointment is included for your review and consideration. Mr. Bartlett has a lengthy career in public sector finance, including prior roles as both a Finance Director and Treasurer in other communities. He brings a wealth of knowledge of government accounting best practices, and will be an invaluable asset to the finance department team. I am impressed with his comprehensive background in municipal finance, experience at the local and county levels, and skills with addressing similar challenges as those facing Charlotte.

Suggested Motion

Approve Resolution 2023-36 to confirm the appointment.

eel

RESOLUTION NO. 2023-36

**A RESOLUTION TO CONFIRM THE APPOINTMENT OF JON
BARTLETT AS FINANCE DIRECTOR-TREASURER**

WHEREAS, former Finance Director/Treasurer Smith's resignation has created a vacancy in a position that is essential to the efficient and effective functioning of Charlotte City government; and

WHEREAS, the City Charter has the role of Treasurer as an appointed officer of the City and the City Ordinance designates those duties and responsibilities to one office, known as Finance Director/Treasurer; and

WHEREAS, City Manager LaPere has reviewed the skills and experience as they related to the position of finance director/treasurer and has determined that Jon Bartlett is well qualified to fulfill the responsibilities of the position; and

WHEREAS, the City Charter requires that City Council confirm the city manager's appointment of city officers including the city treasurer;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby confirm City Manager LaPere's appointment of Jon Bartlett as Finance Director/Treasurer.

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried; 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 August 07, 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: Bryan Myrkle, Community Development Director
Date: August 4, 2023
Re: Staff report on block party request

Background

While they have not been held frequently, the City of Charlotte has long supported the idea of residential 'block parties' as a way to build community spirit and neighborliness. Last year, the City authorized a block party on the north end of the community that turned-out to be a successful event. The organizers of that block party hope to build upon their success and hold a second event this year.

I have included a flyer from the organizers for your reference. I have also included a City Council Resolution authorizing the activities, the street closure and the barricade placement.

The block party would take place in the area of Canterbury and Wedgewood Drives on Saturday, September 16 with a rain date of Sunday, September 17 if needed. The hours would be 5 p.m. to 8 p.m.

The organizers are requesting street closure and barricade placement for the event.

Recommendation

Authorize the neighborhood picnic/block party, as well as the associated street closure and barricade placement as requested.

Financial Impacts

There would be a modest expense associated with placing and retrieving the barricades.

Suggested Motion

I move to approve the Council Resolution authorizing the Cambridge Drive block picnic planned for September 16.

CITY OF CHARLOTTE
RESOLUTION NO. 2023 - 37

**A RESOLUTION TO AUTHORIZE A BLOCK PICNIC IN THE VICINITY OF
CANTERBURY AND WEDGEWOOD DRIVE, AND TO AUTHORIZE THE
NECESSARY STREET CLOSURE AND BARRICADE PLACEMENT**

WHEREAS, The City of Charlotte has received a request for the temporary closure of Wedgewood Drive and the placement of barricades for a block picnic; and

WHEREAS, the block picnic would take place on Saturday, September 16, from 5 p.m. to 8 p.m.; and

WHEREAS, location of the requested street closure is on Wedgewood Drive from Canterbury Drive to Wedgewood Court; and

WHEREAS, the purpose of the block picnic is to encourage and facilitate a gathering of neighbors; and

WHEREAS, block parties and similar events contribute to the overall health and welfare of the community.

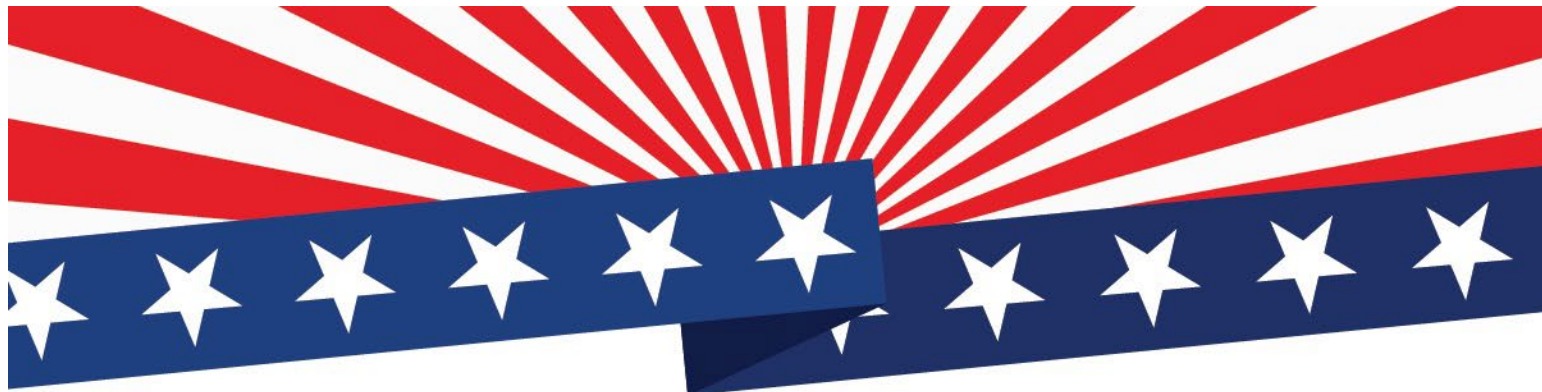
THEREFORE, BE IT RESOLVED that the City of Charlotte City Council hereby authorizes the September 16 block picnic, and directs the City of Charlotte Police Department to issue the necessary traffic control order, and the Department of Public Works to supply the necessary barriers.

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried; 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 August 07, 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



*WELCOME HOME CELEBRATION FROM
SYRIA FOR OUR NEIGHBOR CAPTAIN
JASON PETERSON WITH 20 YEARS OF
MILITARY SERVICE.*

YOU'RE INVITED!

Neighborhood Block Picnic

***Meet your neighbors at this second family-oriented block picnic.
Please bring your own picnic food, refreshments, and lawn chairs.***

Where: 137 Wedgewood Drive (facing north on Wedgewood Court)

When: Saturday, September 16, with a rain date of Sunday, September 17

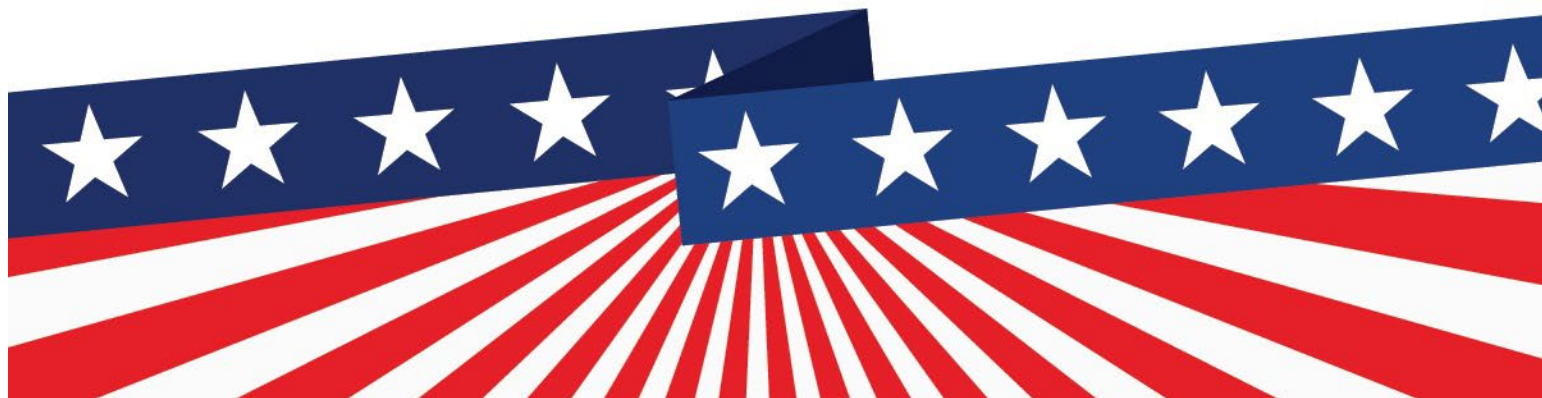
Time: 5 pm to 8 pm

Hosts: Don and Ann Sovey, Kris and Jan Kelley.....Contact (517) 231-0563

**Live music provided by the 6-piece band FRENZ playing music from
Swing to Motown to AM Gold.**

Children's games hosted

Please no pets





Memo

To: Honorable Mayor Armitage; City Council
From: Amy E. Gilson, PE - Director of Public Works
Date: July 31, 2023
Re: Staff report on Consumers Easement-301 Tirrell Hwy.

Background

The Michigan Department of Transportation (MDOT) has been planning to replace the bridge located on S. Cochran Ave. (BL-69) at Bennett Park. The work is slated for letting later this year with construction commencing in 2024. Part of the project will require Consumers Energy to relocate their gas main from the east side of the bridge to the west side. This permanent easement will be necessary in the northwest corner of the bridge for them to complete their work. That property is part of the DPW garage's back entrance and will not have an impact on operations. I have been working with Consumers on location and depth issues.

Recommendation

Staff is recommending the granting of a permanent easement to Consumers Energy for the relocation of their gas main.

Financial Impacts

There is no financial impact regarding this transaction.

Suggested Motion

City Council approves the granting of a permanent easement to Consumers Energy for the relocation of their gas main and authorized the City Clerk to sign on behalf of the City.

EASEMENT FOR PIPELINES

Master Tract# ROW000916078412
SAP# 1066704796
Design# 11512713
Agreement# MI00000072023

CITY OF CHARLOTTE, a Michigan municipal corporation, whose address is 111 East Lawrence, Charlotte, Michigan 48813 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Charlotte, County of Eaton, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said pipelines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said pipeline or pipelines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: CITY OF CHARLOTTE, a Michigan municipal corporation

Signature
By: _____
Print name
Its: _____
Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____

on _____ by _____ of the City of Charlotte, a
Date Name Title

Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, _____
Acting in _____ County
My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Connie Hardman
Consumers Energy Company
4141 Wilder Road
Bay City MI 48706

Prepared By:
Nicole Corts 06/09/2023, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Charlotte, County of Eaton, State of Michigan:

All that part of Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$, Section 24, Township 2 North of range 5 west, lying North and West of center of Battle Creek^{drain}/excepting therefrom a parcel commencing 25 $\frac{1}{2}$ feet West of Northeast corner of Southeast $\frac{1}{4}$ of Section 24, thence West 9.15 rods, thence South 336.55 feet, thence South 74 degrees East 158 feet, thence North 377 $\frac{4}{5}$ feet to beginning, also excepting the following parcel deeded to the State of Michigan:

Commencing at a point on East and West quarter line of said section 24, 176.475 feet West of East line of Section 24, thence running South parallel with said East line 431.4 feet, thence South 73 degrees 5' West 459.9 feet, thence North 564.3 feet to East and West quarter line, thence East along quarter line 440 feet to beginning

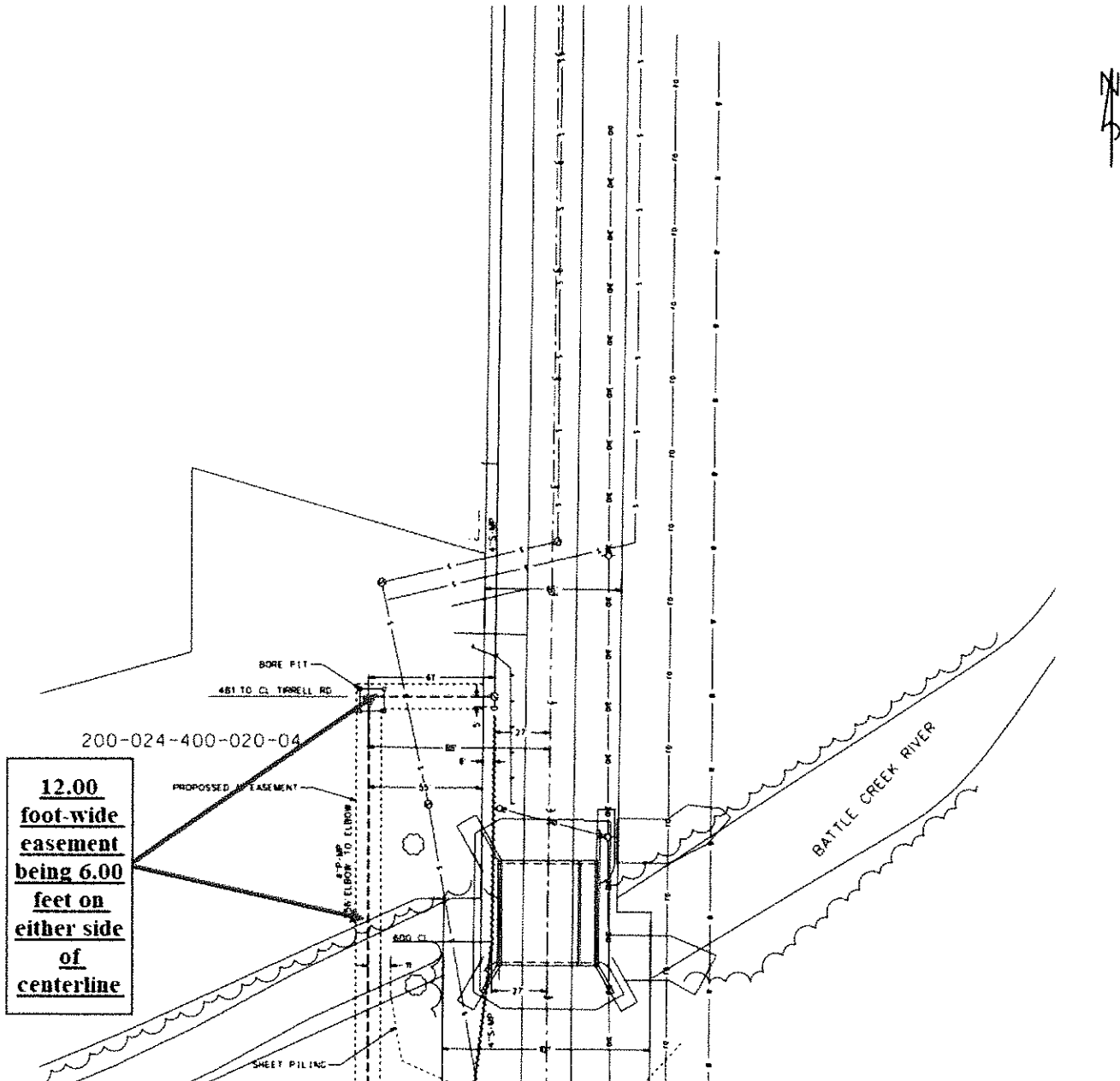
Also known as: 301 Tirrell Road, Charlotte, Michigan 48813

Parcel ID: 200 024 400 020 04

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the pipeline constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.





Memo

To: Honorable Mayor Armitage; City Council
From: Paul Brentar, Chief of Police
Date: 08-03-2023
Re: Updated Staff report on Police Vehicle Purchases

Background

As you will recall during you recently approved the purchase of two (2) 2023 Chevy Tahoe Police vehicles from Berger Chevrolet in the amount of \$81,090. This was the quoted price that was given to me from them on June 20th, 2023. After your approval at the July 5th, 2023 meeting, I emailed the salesman that night stating that the purchase was approved and to place the order. After him not responding to emails and voicemails, I then was finally able to make contact with him this past Monday at which time the quoted vehicles had been sold. After expressing my **extreme** displeasure to him and the dealership, they were able to find two (2) other 2023 police Tahoe's that they would be able to sell us; however, those vehicles have two spotlights on them instead of one as originally quoted. The price difference is a total of \$540 more for both vehicles. I have contacted another state of Michigan bid dealer but they do not have any available inventory. Changing manufacturers is not a viable option either as another local community who ordered a vehicle in May of 2022 had their order cancelled by the manufacturer and then told they could re-order at a significantly higher price. (Please see the attached email from Bob Evans from Berger Chevrolet).

Recommendation

I am recommending that City Council approve this increase to the purchase price immediately. While I'm not happy at all about how this entire process went, it is still the most economical option for purchase right now. The only other option would be to order 2024 Chevy Tahoe's at an even higher price than these ones.

Financial Impacts

This increase will still come in under budget in the Capital Outlay- Motor Vehicle account for the department

Suggested Motion

City Council approves the increase of \$540 for two (2) Chevrolet Police Tahoe's (model year 2023) from Berger Chevrolet with funds available in Capital Outlay- Motor Vehicles, 101-301.000-973.000.

Fwd: Tahoe Purchase

Paul Brentar <PBrentar@charlottemi.org>
To: Erin LaPere <elapere@charlottemi.org>

Thu, Aug 3, 2023 at 3:07 PM

Please add to the council packet along with the attached.

Paul M. Brentar

Chief of Police
Charlotte Police Department
111 E. Lawrence Ave.
Charlotte, MI 48813
517-543-1552
pbrentar@charlottemi.org

----- Forwarded message -----

From: **Bob Evans** <bevans@bergerchevy.com>
Date: Thu, Aug 3, 2023 at 3:05 PM
Subject: Tahoe Purchase
To: Paul Brentar <PBrentar@charlottemi.org>

The new Tahoe spec and price increase of \$540.00 (which is \$ 270.00 per vehicle) for the City of Charlotte is due to the fact that the vehicles quoted on 6/20/23 had been sold with purchase orders in hand prior to the date of 7/5/2023 when an email was sent by Paul Brentar for the purchase approval of the vehicles. We have canceled another departments Purchase order which was received after the 7/5/2023 date and now giving those vehicles to Charlotte. The increase in cost is mainly due to the fact the new vehicles will have dual spot lights. Berger is passing on the cost of options at dealer cost.

Thanks

Bob Evans

Bob Evans

Berger Chevrolet

Fleet & Commercial Sales Manager

(616) 575-9629



Staff Report Vehicle Purchase 2023 #2.docx
68K

**CHARLOTTE FIRE DEPARTMENT
& RURAL FIRE ASSOCIATION
111 E. Lawrence Avenue**

**CHARLOTTE Ph.
517-543-0241**



**MICHIGAN
48813**

July 31st, 2023

Charlotte City Council

RE: Overhead Door Replacement Downtown Fire Station

Over the last several years the fire department has noticed a substantial increase in maintenance of the overhead doors at the downtown fire station. The current doors are original to the building and were installed in 1975. During the course of developing this year's budget, we discussed with the city manager about replacing the doors after receiving some initial pricing from vendors. The council-approved budget for fiscal year 23-24 included the replacement of these doors. In early July we sent out invitations to bid to qualified contractors for this project. We received bids back from 4 contractors several of whom we have worked with in the past.

During the course of the bidding process, we discussed with several contractors the benefit of insulating the rails of the doors. All contractors indicated insulating the doors provides additional protection from heat loss during the winter and a reduction in energy usage. The quote we received from doors unlimited indicated the cost of the additional door insulation would be \$9,000 for all 5 overhead doors.

The bid we received back from contractors is significantly under budget from the initial quotes we received last year. With the installation of these new doors, we will see cost savings in maintenance and energy use.

We request that the council approve the lowest bid for replacing the overhead doors along with the additional insulation of the doors for a total of \$78,612.

Respectfully,

Captain

Dan Daly

Charlotte Fire Department

ATTACHMENT A
 BID FORM
 City Hall Boiler Replacement

Contractor Name: Doors Unlimited, Inc

Bid Amount (Lump Sum): sixty nine thousand six hundred twelve dollars

(\$ 69,612.⁰⁰)

Proposed Product Description (include make/model): (Per specs)

Supply & Install

Qty (4) 136 x 159 Raynor AV200

Qty (1) 136 x 159 Raynor TM200

Qty (4) Liftmaster T503L5 - 16'

Qty (1) Liftmaster N4T50-3-16' Nema

Qty (5) Miller Edges
 ME123BK-2R-14
 MWRT12

Alternates/Exceptions—Please Describe:

- * Add for Insulated Rails & Stiles @ 9000.00 to total Bid
- * Clorox - same cost as Raynor if preferred

Project Schedule—Please Describe:

Current lead times on materials estimated to be
 4-6 weeks

Authorized Signature: [Signature]

Date: 1/25/2023

Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Worgess Agency Inc. Battle Creek Two West Michigan Ave Suite 100 Battle Creek MI 49017		CONTACT NAME: Kim Smith PHONE (A/C, No, Ext): (269) 965-3221 E-MAIL ADDRESS: kim@worgess.com FAX (A/C, No):	
INSURED Garage Doors Unlimited Inc dba Doors Unlimited Inc 12200 Michigan Ave E Battle Creek MI 49014		INSURER(S) AFFORDING COVERAGE INSURER A: MICHIGAN INS CO INSURER B: ATLANTIC STATES INS CO INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10857 22586	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		CPJ9303205	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CCJ9353932	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ CLAIMS-MADE			CXJ9303205	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	1000013060	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Charlotte is named as additional insured in regards to the general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Charlotte 111 E. Lawrence Ave Charlotte MI 48813	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ATTACHMENT B
BIDDER INFORMATION SHEET

BIDDER INFORMATION – Overhead Door Replacement

Firm Name: Doors Unlimited, Inc
 Address: 12200 E Michigan Avenue
 City/State/Zip Code: Battle Creek Mi 49014 Telephone Number: 877 962 5502
 Email Address: Nicole@doorsunl.com
 Firm Established: 1991 Years in Business: _____
 Type of Organization: SCorp State of Organization: Mi
 Representative's Name: Nicole Cippen
 Title: President
 Signature: [Signature] Date: 7/21/2023

The above individual is authorized to sign on behalf of company submitting proposal.

The individual authorized to submit this proposal declares that he/she have informed themselves fully in regard to the conditions to be met in the performance of the work, and having read and examined all the specifications pertaining to the work, proposes to furnish all materials, tools, equipment, transportation, labor, supervision and all else necessary, for the satisfactory and complete performance of these services, to the City of Charlotte.

An official authorized to bind the provider to its provisions for at least a period of 60 days after the bid closing time must sign proposals.

The following are attached to this Bid:

- 1 List of subcontractors that will be used in performing services (if applicable).
2. Certificate(s) of Insurance. ✓

— N/A

HOLD HARMLESS

The Contractor shall, to the fullest extent permitted by law, at all times indemnify and save harmless the City of Charlotte from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, to the extent caused in whole or in part, directly or indirectly, by the negligent acts or omissions of the Contractor, any person employed by the Contractor, or anyone for whom the Contractor is liable, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the City.

IN WITNESS WHEREOF, the CONTRACTOR has set its hand this 25th day of July, 2023.

SIGNATURE: _____

NAME & TITLE: _____

Nicole Cippes President

ATTACHMENT D
NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law (Iran Economic Sanctions Act, Michigan PA 517 of 2012), before accepting any bid or proposal or entering into any contract for goods and services with any prospective vendor, City of Charlotte must obtain certification from the vendor that it is not an "Iran-Linked Business."

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran-Linked Business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the county in this regard.

Company Name

Doors Unlimited Inc

Authorized Representative
(printed name and title)

Debra Nade Crippen President

Signature

[Signature]

Date

7/24/2023

VENDOR INFORMATION FOR THE CITY OF CHARLOTTE

Please complete the following information for the City of Charlotte to track vendor applicant information and for future improvements to the City's purchasing process.

Business Name Garage Doors Unlimited Inc DBA Doors Unlimited Inc

Address 10700 E Michigan Ave Battle Creek, MI 49014

Business Type (Sole Proprietorship, Corporation, LLC, etc.) S Corp

Is your business a Disadvantaged Business Enterprise (DBE)? Yes

No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes

No

Does your business have a small business status? Yes

No

Any other business status, please provide information:

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the City before? Yes

No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: _____

How did you discover this Bid opportunity? _____

Do you use the MITN Purchasing Group Website (BidNet)?

Yes

No

If Yes, do you find it useful (explain) or if No, why? _____

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



12200 Michigan Ave E PO Box 1182
Battle Creek, MI 49014 Jackson, MI 49204
1-877-962-5502

Estimate

Date	Estimate #
6/28/2023	23-06346

Name / Address
CHARLOTTE FIRE DEPT. 111 EAST LAWRENCE CHARLOTTE, MI

		P.O. No.	
Project Name :	ITB 2023-01F		
Description	Qty	Total	
WE ARE PLEASED TO SUBMIT THE FOLLOWING BID SITE LOCATION DOWNTOWN FIRE STATION 111 E LAWRENCE AVE CHARLOTTE, MI 48813 SUPPLY AND INSTALL: PER SPECIFICATIONS QTY. (4) - 13'6" X 15'9" DOORS - FULL VIEW ALUMINUM - 1/2" INSULATED GLASS - ANODIZED DARK BRONZE - MOUNT TO STEEL JAMBS - HD 3" TRACK, 15" RADIUS *14" HL - TORSION SPRINGS - TRIM SEALS QTY. (1) - 13'6" X 15'9" DOOR - INSULATED DOUBLE STEEL - BRONZE IN COLOR - FULL ROW OF INSULATED GLASS (24 X 12) - MOUNT TO STEEL JAMBS - HD 3" TRACK, 15" RADIUS - TORSION SPRINGS - TRIM SEAL QTY. (4) - LIFTMASTER T50011L5 - TROLLEY, CHAIN DRIVE - REMOTE RECEIVERS - 3 REMOTES PER DOOR		69,612.00	

Phone # 800-963-DOOR

Fax # 269-962-2811

www.doorsunl.com



JOB NAME/PO : _____

SIGNATURE : _____



12200 Michigan Ave E PO Box 1182
Battle Creek, MI 49014 Jackson, MI 49204
1-877-962-5502

Estimate

Date	Estimate #
6/28/2023	23-06346

Name / Address
CHARLOTTE FIRE DEPT. 111 EAST LAWRENCE CHARLOTTE, MI

		P.O. No.	
Project Name :	ITB 2023-01F		
Description	Qty	Total	
- UP-DOWN-STOP WALL STATIONS - 3 PHASE - TIMERS TO CLOSE - ELECTRIC BOTTOM BAR SAFETY EDGES *WIRELESS QTY. (1) - LIFTMASTER N4T50 *NEMA RATED (WATER/OIL/DUST TIGHT) QTY. (5) - ADDITIONAL UP-DOWN-STOP WALL STATIONS LOCATED BY OFFICE QTY. (10) - MULTI CHANNEL REMOTES			

Phone # 800-963-DOOR

Fax # 269-962-2811

www.doorsunl.com



JOB NAME/PO : _____

SIGNATURE : _____

BID TABULATION SHEET

CITY OF CHARLOTTE

PROJECT NAME:	Overhead Door - Downtown Fire Station
PROJECT NO:	ITB# 2023-01F
BID ISSUES DATE:	6/23/2023
BID OPENING DATE/TIME:	7/26/23 4:00 p.m.

NAME/ADDRESS OF BIDDER	TOTAL BID AMOUNT	Lowest Bid
Overhead Door Company of Lansing	\$ 105,371.00	
2045 E. M-78, East Lansing, MI 48823		
Doors Unlimited, Inc.	\$ 69,612.00	x
12200 E. Michigan Ave. Battle Creek, MI 49014		
Overhead Door company of Battle Creek	\$ 75,248.00	
4407 W. Columbia Ave. Battle Creek MI 49015		
Altech Doors	\$ 83,653.00	
27519 Schoolcraft Rd., Livonia, MI 48150		

Introduced: July 5, 2023
Adopted:
Effective:

CITY OF CHARLOTTE

ORDINANCE NO. 2023-07

**AN ORDINANCE TO AMEND CHAPTER 68 TO ADD ARTICLE V
GROUNDWATER PROTECTION, TO PROVIDE FOR THE
REGULATION AND RESTRICTION OF GROUNDWATER
WELLS IN CERTAIN AREAS IN THE CITY OF CHARLOTTE**

Councilmember _____ moved that the following ordinance be adopted:

THE CITY OF CHARLOTTE ORDAINS:

SECTION 1. FINDINGS

The purpose of this ordinance is to provide for the protection of the public health, safety and welfare in connection with the use of groundwater within certain portions of the City. The City Council, through consultation with other authorities, including the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the Barry Eaton Health Department (BEHD), has determined that contaminated groundwater within a Restricted Zone, as defined in Section 2 hereof, may be unsafe for consumption or certain other uses. The City Council further recognizes that the protection of the residents of the City from contaminated groundwater, which may be injurious to human health, may in certain cases be fostered by the adoption of prohibitions or restrictions in certain areas with regard to the installation and/or use of wells.

SECTION 2. DEFINITIONS

For the purposes of this Ordinance, the words and phrases listed below shall have the following meanings:

- A. "Affected Parcel" means a parcel of land or any part of which is located within a Restricted Zone.
- B. "Applicant" means a person who applies or applied for the establishment of a Restricted Zone pursuant to this Article and any successors.
- C. "Contaminated Groundwater" means groundwater in which there is present concentrations of hazardous or regulated substances that exceed criteria protective of groundwater, established by the EGLE in rules promulgated pursuant to Part 201, Environmental Remediation (MCL 324.20101 et seq. as amended from time to time), or Part 213, Leaking Underground Storage Tanks (MCL 324.21301a et seq.) of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 et seq., as amended, from time to time.
- D. "BEHD" means the Barry Eaton Health Department or its successor agency.
- E. "EGLE" means the Michigan Department of Environment,

Great Lakes and Energy or its successor agency.

F. "Groundwater" means underground water within the zone of saturation.

G. "NREPA" means the Natural Resources & Environmental Protection Act (MCL 324.101 et seq., as amended from time to time).

H. "Owner" means the holder of record title for a parcel of land and also the occupant of a parcel of land in possession under a land contract or lease.

I. "Part 127" means Part 127, Water Supply and Sewer Systems, of the Public Health Code, 1978 PA 368, (MCL 333.12701 et seq.), as amended, and rules.

J. "Part 201 of NREPA" means Part 201, Environmental Remediation, of the Natural Resources & Environmental Protection Act (MCL 324.20101 et. seq.), as amended, and rules.

K. "Part 213 of NREPA" means Part 213, Leaking Underground Storage Tanks, of the Natural Resources & Environmental Protection Act (MCL 324.21301a et seq.), as amended.

L. "Person" means an individual, partnership, corporation, association, governmental entity, or other legal entity.

M. "Planning Department" means the City's Building, Planning & Zoning Department or its consultant.

N. "Restricted Zone" means an area legally described and incorporated within this ordinance in which groundwater wells and the use of groundwater are restricted in a manner and to a degree that protects against unacceptable exposures.

O. "City" means the City of Charlotte.

P. "Well" means an opening in the surface of the earth for the purpose of removing water through non-mechanical or mechanical means for any purpose.

Q. "Well Abandonment" means the proper plugging and abandonment of wells pursuant to the requirements of Part 127 and any other applicable authority consistent with Section 9 below.

SECTION 3. WATER WELL RESTRICTED ZONE

The survey area is located on and adjoining the former Charlotte Manufactured Gas Plant, Facility No. 23000052. Groundwater in the survey area may include hazardous substances, primarily dissolved arsenic, that are above levels appropriate for drinking water or other uses as recommended by EGLE. The proposed amendment would allow for a restriction to be placed on "affected parcels" which would prohibit the use or installation of groundwater wells. The area affected is generally bounded by Hall Street to the north, the Charlotte Southern Railroad to the west and south and Lansing Road to the east.

The following described area in the City shall be a Restricted Zone as defined under this ordinance. The Restricted Zone may be referred to by reference to the name provided in the following descriptions:

- A. Railroad Street Restricted Zone - this area consists of the following parcels or portion of parcel:

200-077-600-180-02	321 and 401 Railroad Street
200-077-600-200-00	316 Hall Street
200-077-600-056-01	111 Lansing Road
200-077-600-150-00	414 Railroad Street
200-077-600-155-00	416 Railroad Street
200-077-600-152-00	412 Hall Street
200-077-600-081-03	207 Lansing Road

A map illustrating the Restricted Zone is attached as Exhibit A. The legal descriptions for the above parcel and portion of parcel are contained in Exhibit B.

B. (Reserved)

C. (Reserved)

Additional Restricted Zones along with a map illustrating such zones may be added by amending the ordinance in accordance with Section 4 and all other applicable laws.

SECTION 4. ADDING NEW RESTRICTED ZONES

The City may amend this ordinance to add new Restricted Zones in accordance with the following procedure.

A. An Applicant shall first file a request with the Planning Department advising the City of the Applicant's interest in establishing a Restricted Zone pursuant to this Ordinance. The notice of intent shall describe the proposed boundaries of the proposed Restricted Zone, the reason for the proposed restricted zone, a preliminary map of the proposed Restricted Zone, the proposed time schedule for implementing the proposed Restricted Zone, and the proposed groundwater use restrictions to be applicable within the Restricted Zone. The Planning Department will, after receiving notice of intent, respond to the Applicant with a preliminary and non-binding indication of the City's willingness to consider the proposed Restricted Zone. The Planning Department or its designee may also be an Applicant for purposes of initiating this procedure.

B. The Applicant shall seek and obtain EGLE's approval of the proposed Restricted Zone and proposed groundwater use restrictions to be applicable prior to filing an application with the Planning Department.

C. If any parcel which will be subject to the new Restricted Zone is not already served by municipal or other water supply system, the Applicant shall assure such service is, if it is possible from any engineering perspective to do so, served with water service at no cost to the property owners or occupant. The Applicant shall have to assure such service is provided. If it is not possible from an engineering perspective to provide service from a municipal system, the Applicant must show that any existing Well, if not exempted under Section 6 will not be impacted by the Contaminated Groundwater or provide a suitable replacement, with EGLE approval, that will not be impacted. The Applicant also shall provide for the proper plugging of nonconforming wells on any affected parcels without cost to the owners or occupants of the parcels and in compliance with Section 9.

Proof of the provision of such service and plugging of such wells shall be required or an escrow account shall be established therefore in an amount and form acceptable to the City.

D. After EGLE finds the use of this ordinance for the proposed Restricted Zone acceptable as an alternative to restrictive covenants, an Applicant shall file, with the Director of the Planning Department, a formal application to the City including, at a minimum, the

following information, together with an escrow deposit as required under this section. The information can be in the form of a proposed remedial action plan, response activity plan, or corrective action plan or other similar document if appropriate cross-references are made for ease of reference.

(1) The name, address, and phone number of the Applicant; as well as each person having an interest as owner, tenant, easement holder or mortgagee in the real property, which is the source or site of the Contaminated Groundwater, if known.

(2) The street address and legal description of the real property which is the source or site of the Contaminated Groundwater, if known, and the nature of the Applicant's relationship to that property and involvement concerning the Contaminated Groundwater.

(3) The nature and extent of the Contaminated Groundwater and the contamination causing it, both in summary form in plain English, and in detailed technical terms, stating the types and concentrations of contaminants which exceed regulatory thresholds; a map or survey showing their current location; a statement of their likely or anticipated impact on groundwater and the nature of the risks presented by the use of the groundwater, as well as the likely or anticipated path of migration if not remediated or corrected and a detailed statement of any plan to remediate, correct, and/or contain the contamination.

(4) A detailed map and legal description of the proposed Restricted Zone. The detailed map shall be an "Exhibit" for a proposed Restricted Zone identified in or added to Section 3.

(5) The Property Tax Identification Number, street addresses and legal description of all Affected Parcels. The listing of Affected Parcels and their legal description shall be an "Exhibit" to a proposed Restricted Zone identified in or added to Section 3.

(6) The names, addresses (mailing and street), and phone numbers (if readily available) of all persons with an interest as owner, tenant, easement holder or mortgagee of all affected parcels.

(7) The location, current status, and usage characteristics of all existing groundwater wells within the proposed Restricted Zone.

(8) A detailed statement or description of the proposed regulation or prohibition of the use of existing and future wells, within the Restricted Zone, needed to adequately protect the public from the potential health hazards associated with the Contaminated Groundwater including a description of permissible uses of such wells, together with the written consent of EGLE to such uses of groundwater.

(9) A description and time schedule for any actions the Applicant will take to implement any remediation plan, mitigate the adverse impact of the Restricted Zone (e.g., providing substitute water service), and to properly close and abandon any existing wells subject to the use prohibition within the proposed Restricted Zone.

(10) A written statement from an EGLE representative with the appropriate authority stating that the proposed Restricted Zone and use regulations are acceptable as part of the response actions for the Contaminated Groundwater. EGLE acceptance may be contingent upon the City's establishment of the proposed Restricted Zone.

(11) Copies of the notice provided to the BEHD concerning the Restricted Zone and accompanying regulations, the BEHD's written acknowledgment that it has received that notice and, if possible, any comments concerning the proposed Restrictive Zone provided by the BEHD.

(12) Copies of the notices provided to the owners of potentially Affected

Parcels together with a sworn statement that such notices were provided to all such owners with the details of the manner in which such notices were provided. At minimum, the notice must:

- (i) Identify the sender of the notice including the sender's name, address, contact person and telephone number.
- (ii) Identify the owner of the property which is the source of the contamination or who is seeking the Restricted Zone including the owner's name and the property address.
- (iii) Inquire as to the status of any Wells on their parcel and provide guidance on how they can be identified and plugged.
- (iv) State what the effects of the Restricted Zone will be (i.e. how use of the groundwater will be restricted).
- (v) Who can be contacted at the City, EGLE and the Applicant for more information.
- (vi) A map which identifies the buffer zone and Restricted Zone.
- (vii) A description of the groundwater plume and a brief description of the nature of the contamination, and
- (viii) Any other information reasonably requested by the Planning Department.

(13) A statement that the Applicant agrees to pay all costs incurred by the City in the establishment of the proposed Restricted Zone, including without limitation, reimbursement for staff time, the fees of environmental consultants and legal counsel, the cost of publication, any per diem or other amounts paid to public officials for attending any special meetings, etc. This statement also shall indicate the Applicant's consent to the placement of a lien on the Applicant's parcel if the amounts due under this section are not timely paid (i.e. paid within 30 days of the issuance by the City of an invoice therefor). That statement shall be in a form acceptable to the City legal counsel and shall be in a form so as to be recordable in the records of the Eaton County Register of Deeds.

E. Along with the application, the Applicant shall pay a deposit for escrow of the amount estimated by the Planning Department to be the costs incurred by the City for the establishment of the proposed Restricted Zone, including without limitation reimbursement for staff time, the fees of environmental consultants and legal counsel, the cost of publication, any per diem or other amounts paid to public officials for attending any special meetings, etc. The deposit shall not bear interest and the City may use funds from it to pay the costs as they are incurred, requiring the Applicant to maintain a minimum balance of \$500 in that escrow account. Any failure by the Applicant to maintain the escrow as required by this provision may result in the City's discontinuance of its processing of the request to establish a restricted zone and can result in the filing of a lien against the premises of the Applicant.

F. Once the Planning Department or his or her designee is satisfied that the application is complete, the Planning Department shall place the matter on the City Planning Commission agenda to set a time, date, and place for a public hearing on the application.

G. After the public hearing is set, the Applicant shall cause a written notice of the hearing to be sent by first class mail to all persons having an interest as owner, tenant, easement holder, or mortgagee in any of the Affected Parcels. The notice shall include a brief statement regarding the application designed to inform the recipients of its main features and potential impact on the recipients in general. The notice shall be mailed at least ten (10) days prior to the hearing. The notice of hearing shall also be published in a newspaper of general circulation in the City at least seven (7) days before the hearing. The notice shall be mailed also to the EGLE representative who gave the approval of the proposed Restricted Zone, the EGLE District Supervisor for the EGLE regulatory program with jurisdiction over the contaminated site, and the BEHD. A copy of the notice, an

affidavit of publication, and an affidavit of mailing shall be filed with the Planning Department before the hearing. Following the hearing, the Planning Commission shall file its recommendation with the City Council which shall proceed to decide whether to establish the proposed Restricted Zone.

H. Upon the establishment of a new Restricted Zone, the Planning Department shall publish notice of the amendment to the chapter in the manner required by law and provide a copy of the notice and amendment to EGLE and BEHD. The Applicant or the City shall give notice to the owners and occupants of all property on which wells are located of the need to close and abandon wells under this Ordinance.

SECTION 5. RESTRICTION ON WELLS

Except as provided in Section 6 of this ordinance, no person shall install or allow or permit or provide for the installation or utilization of a Well on any Affected Parcel on which they have an ownership interest, or lessee or tenant interest, or control within the Restricted Zone. Any existing Well at the time of enactment of a Restricted Zone shall be plugged/abandoned at the expense of the Applicant for that particular Restricted Zone and as provided for in Section 9 and in accordance with applicable laws, regulations, ordinances, unless such Well falls within one of the exceptions listed in Section 6. Except as provided in Section 6, no person shall use any groundwater from an Affected Parcel.

SECTION 6. EXCEPTIONS

A. Water Service Unavailable: If the City or other water service is unavailable to a premises in a Restricted Zone, the Applicant, shall secure access to property on which the well is located to perform annual testing that is acceptable to and for chemical parameters specified by EGLE. The results of that test shall be submitted to the BEHD and EGLE. If EGLE or the BEHD determines that the well is safe and usable for use that Well may continue to be used. If EGLE or the BEHD determines that the Well is not safe and suitable for use due to conditions attributable to past activities of the Applicant, then EGLE or the BEHD at the Applicant's expense shall secure access to the well to properly abandon the Well and provide for a new Well that is acceptable to the BEHD at the Applicant's expense.

B. Construction Dewatering: Wells in the Restricted Zone used for construction dewatering are not prohibited by this ordinance, provided that notice of their installation and use are provided to the City's Planning Department and EGLE and the water generated by that activity is properly handled and disposed in compliance with all applicable laws and regulations. Any exacerbation of existing contamination caused by the installation, use and abandonment of Wells under this exception shall be the responsibility of the person operating the dewatering Well, as provided in Part 201 or Part 213 of NREPA.

C. Groundwater Monitoring and Remediation Wells: Wells used for groundwater monitoring and/or remediation as part of response activity or corrective action approved by EGLE or required by applicable state law, including Parts 201 and 213 of NREPA, are not prohibited by this ordinance.

D Processing Activities: If EGLE determines that the use of a Well for non-contact heating, cooling, closed loop geothermal heating or cooling, production, or processing involved in industrial or commercial activities will not cause migration or exacerbation of Contaminated Groundwater, and proof of that determination is delivered to the City, such use of the Well under terms and conditions specified by EGLE will be allowed. All information necessary for the EGLE determination described in this subsection shall be provided by the person seeking this exception. Any exacerbation caused by the use of the Well under this exception shall be the responsibility of the person operating the processing Well, as provided in Part 201 or Part 213 of the

NREPA.

E. Public Emergencies: A Well may be used in the event of a public emergency. Notice of such use shall be provided to EGLE within a reasonable time thereafter.

F Surface Irrigation: Upon review and approval by EGLE, existing Wells may be used for irrigation in the following Restricted Zones: None are approved at this time.

SECTION 7. WELLS AFFECTING CONTAMINATED GROUNDWATER

No Well may be used or installed at any place in the City if the use of the Well will have the effect of causing the migration of contaminated groundwater from any Restricted Zone to previously unimpacted groundwater, or adversely impacting any groundwater treatment system, if installed, unless the Well is part of an EGLE approved groundwater monitoring or remediation system.

SECTION 8. WATER SOURCES FOR DOMESTIC AND IRRIGATION USE

A. Except as provided in Section 6, water supply for domestic use in any Restricted Zone shall be delivered only from a municipal or other acceptable water system or by the use of bottled water delivered or purchased in containers under conditions approved by the Michigan Department of Agriculture and Rural Development or other appropriate agencies. For the purposes of this subsection, the term domestic use means use in food or drink intended for human ingestion, use in food preparation or food service, use in the interior of a dwelling or dwelling unit for household purposes.

B. For Affected Parcels that are not already connected to the municipal water system on the day of enactment of a Restricted Zone, the Applicant of the Restricted Zone shall be responsible for the costs to connect those Affected Parcels within that Restricted Zone to the municipal water system. Furthermore, for Affected Parcels that have a Well on the day of enactment of a Restricted Zone which is used primarily for residential single parcel irrigation uses, the Applicant of the Restricted Zone shall be responsible for the costs to connect the irrigation system on the Affected Parcel within that Restricted Zone to the municipal water system. This provision is only applicable if a municipal water system is available.

SECTION 9. NONCONFORMING WELLS

Any existing Well, the use of which is prohibited by Sections 3, 4, 5 or 7 (except as allowed by Section 6) shall be plugged and abandoned 30-days after enactment of a Restricted Zone in conformity with Part 127 and any other applicable laws, rules, regulations, permit and license requirements, orders and directives of EGLE, or, in the absence of an applicable law, rule, regulation, permit or license, order or directions, in conformance with the protocol developed consistent with the American Standards for Testing and Materials Standard #D5299-92 or any successor standard. Any exacerbation of existing contamination, caused by the abandonment of an existing Well shall be the responsibility of the person abandoning the Well.

SECTION 10. ENFORCEMENT

The City Manager or designee, shall have the authority to enforce this Ordinance. Where, upon information available to the enforcement official, it is suspected that a Well is being used on an Affected Parcel in violation of this Ordinance, the enforcement official may inspect such Affected Parcel and serve an appropriate notice and order of such violation requiring that action be taken promptly by the Owner to bring the Affected Parcel into compliance. If the Owner fails to act in accordance with such order, the enforcement official may seek remedies and penalties as provided in Section 11.

SECTION 11. PENALTY AND ENFORCEMENT

A. Any person who shall violate any provision of this ordinance shall be deemed guilty of a misdemeanor offense punishable by imprisonment for not more than 90 days or by fine of not more than \$500 or both such fine and imprisonment in the discretion of a Court of appropriate jurisdiction.

B. In addition, the City may seek an order from a court of appropriate jurisdiction to restrain any person from violating this ordinance, including the collection of costs and attorney fees associated with such enforcement action. Any Well in violation of this ordinance shall also be declared and deemed a nuisance, subject to abatement, and shall be immediately taken out of service and lawfully abandoned consistent with all applicable state regulations. Any person found to be in violation is subject to being ordered by a court of appropriate jurisdiction to properly and lawfully remove or abandon the Well.

SECTION 12. NOTIFICATION OF LAPSE, OR INTENT TO AMEND OR REPEAL

At least thirty (30) days prior to any amendment or repeal in whole or in part of this ordinance, the City shall notify the EGLE, or its successor agency, of its intent to so act.

SECTION 13. BUILDING AND ZONING PERMITS

No permit for the construction or alteration of a building or structure nor any permit for any zoning approval shall be issued for any improvement on an Affected Parcel which has, or proposes, a water supply from a Well in violation of this Ordinance.

SECTION 14. AMENDMENT; REPEAL

The EGLE, an Applicant, an Owner, an entity involved in performing remedial actions in order to seek approval of a Remedial Action Plan, Response Activity Plan, or a No Further Action Report under Part 201 of NREPA, or in performing corrective actions in order to seek approval of a Closure Report under Part 213, of NREPA, or other interested party may request in writing to add affected parcels to or delete affected parcels from a Restricted Zone or to establish an additional Restricted Zone or to otherwise amend or repeal this Ordinance, and shall provide at least a 30 day advance notice to the EGLE and any Applicant for such Restricted Zone of any proposed change hereunder, including the reasons supporting such request, the procedure for which is outlined in Section 4. The amendment or repeal of this Ordinance shall be by an appropriate ordinance adopted in the same manner as this Ordinance, and any such action shall be in the sole legislative discretion of the City Council.

SECTION 15. PUBLISHING AND RECORDING

This ordinance or an amendment to this ordinance shall be published or recorded as follows:

- A. If the release is regulated pursuant to Part 201 of NREPA, then this ordinance or an amendment to this ordinance adding a Restricted Zone shall be published and maintained in the same manner as zoning ordinances.
- B. If the release is regulated pursuant to Part 213 of NREPA, then this ordinance or an amendment to this ordinance adding a restricted zone shall be filed with the Eaton County Register of Deeds as an ordinance affecting multiple properties.

SECTION 16. SEVERABILITY

If any article, section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the Ordinance, it being the intent of the City that this Ordinance shall be fully severable. The City shall promptly notify EGLE upon the occurrence of any event described in this section.

SECTION 17. STAYING CLAUSE

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is stayed within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

SECTION 18. CONFLICT WITH OTHER ORDINANCES

If any other ordinances or parts of ordinances are in conflict with any of the provisions of this Ordinance, the provisions of this ordinance shall control but only to the extent necessary to give this ordinance full force and effect.

SECTION 19. EFFECTIVE DATE: This ordinance shall become effective upon adoption by City Council.

Second, _____

Ayes:

Nays:

Absent:

CERTIFICATION:

I, Mary LaRocque, Clerk of the City of Charlotte, County of Eaton, Michigan, do hereby certify that the foregoing is a true and complete copy of the Ordinance adopted by the City of Charlotte Council on the ____ day of ____, 20__.

In witness hereof, I have hereunto affixed my official seal this day of , 20
.

EXHIBIT A



EXHIBIT B

(Legal Descriptions)

Groundwater Restrictive Zone A, Railroad Street, Restrictive Zone, Parcel ID Nos.

200-077-600-180-02	321 and 401 Railroad Street
200-077-600-200-00	316 Hall Street
200-077-600-056-01	111 Lansing Road
200-077-600-150-00	414 Railroad Street
200-077-600-155-00	416 Railroad Street
200-077-600-152-00	412 Hall Street
200-077-600-081-03	207 Lansing Road

Legal Description of Property

The legal description for the Property, located in Eaton County, Michigan, is as follows:

LOTS 18 & 19. S 60 FT OF LOT 20, ROBINSON'S ADD; ALSO COM NE COR LOT 19; S0°19'37"E 203.43 FT; S0°15'51"W 40.51 FT; S89°02'39"E 25 FT; N TO N LINE OF LOT 19 EXTENDED TO CENTER OF RAILROAD ST; N89°52'59"W 25 FT TO POB, BEING PART OF VACATED RAILROAD ST, ROBINSON'S ADD. ALSO 60 FT N&S BY 20 FT WIDE ON S END & 23 FT WIDE ON N END LYING W OF & ADJOINING ABOVE LAND ON LOT 20, BEING PART OF BLOCK 7, O.P. CITY OF CHARLOTTE. D 4-30-19 (COMBINATION) COMBINED FROM 200-077-600-180-01 & 200-077-600-190-00 FOR 2020.

The Property Number (Property’s Tax ID Number) is 200-077-600-180-02

The legal description for the Property, located in Eaton County, Michigan, is as follows:

LOTS 20 & 21 EXCEPT S 60 FEET & EXCEPT N 30 FEET FOR STREET.
ROBINSON'S ADDITION CITY OF CHARLOTTE

The Property Number (Property's Tax ID Number) is 200-077-600-200-00.

The legal description for the Property, located in Eaton County, Michigan, is as follows:

W 240 FT OF LOT 14. E 80 FT OF W 240 FT OF LOT 15 EXCEPT N 85.5 FT. LOTS 6,12 13 & 17. LOT 5 EXCEPT SE 120 FT. ALL OF THAT PART OF RAILROAD ST LYING S OF N LINE OF LOT 17 EXTENDED EAST. COM SW COR LOT 14; EAST 250 FT; S 60 FT M/L; W 250 FT TO NW CORNER OF LOT 13; S0°15'51"W 69.06 FT; N89°02' 39"W 25 FT; N TO N LINE OF LOT 14 EXTENDED WEST TO CEN OF RAILROAD ST; S89°52'59"E 25 FT; S0°19'37"E 115.61 FT TO POB BEING PART OF VACATED RAILROAD ST & VACATED ROBINSON AVE. ALSO 20 FT R/W ALONG NE SIDE OF R.R. BETWEEN LANSING ST & W LINE OF LOT 17. ROBINSON'S ADDITION, CITY OF CHARLOTTE. 8-26-03

The Property Number (Property's Tax ID Number) is 200-077-600-056-01

The legal description for the Property, located in Eaton County, Michigan, is as follows:

COM 51 FT S OF NW CORNER OF LOT 15, E 240 FT, S 34 1/2 FT, W 80 FT, S TO S LINE OF LOT 15, W 160 FT, N TO BEG. ROBINSON'S ADDITION CITY OF CHARLOTTE

The Property Number (Property's Tax ID Number) is 200-077-600-150-00.

The legal description for the Property, located in Eaton County, Michigan, is as follows:

N 51 FEET OF W 160 FEET OF LOT 15. ROBINSON'S ADDITION CITY OF CHARLOTTE

The Property Number (Property's Tax ID Number) is 200-077-600-155-00.

The legal description for the Property, located in Eaton County, Michigan, is as follows:

E 79 FT OF W 239 FT OF N 50 FT OF LOT 15. ROBINSONS ADDITION, CITY OF CHARLOTTE 1985

The Property Number (Property's Tax ID Number) is. 200-077-600-152-00

The legal description for the Property, located in Eaton County, Michigan, is as follows:

COM AT SELY COR LOT 8, N56°06'21"W ON LOT LINE 186.41 FT, N89°14'W 85.4 FT, N45°35"W 251.86 FT, S89°36'45"E 35.07 FT, S54°33'08"E 376.83 FT, S35° 26'52"W 170 FT TO BEG, EXCEPT BEG AT S MOST COR LOT 8; SWLY LINE LOT 8, N55°32'38"W 15 FT; N80°09' 05"E 12.88 FT TO PT 6 FT NWLY OF SELY LINE LOT 8; PARALLEL WITH SELY LINES OF LOT 8 & 9, N35°50'49"E 161.15 FT TO NELY LINE OF PARCEL DESC IN DEED LIBER 488 PG 341, S54°09'11"E 6 FT TO SELY LINE OF LOTS 9 & 8, S35°50'49"W 170 FT TO POB. ROBINSON'S ADDITION, CITY OF CHARLOTTE. D 6-18-13 R 9-11-13 (ADJUSTMENT) ADJUSTED FROM 200-077-600-081-02 FOR 2014.

The Property Number (Property's Tax ID Number) is. 200-077-600-081-03